

MASTER DEED

JUL 12 12 48 PM '95

ARBOR RIDGE CONDOMINIUMS

This Master Deed is made and executed on this 11th day of July, 1995, by Pittsfield Development, Inc., a Michigan Corporation; hereinafter referred to as "Developer", whose office address is 35189 Vargo, Livonia, Michigan 48152, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit 'A' and together with the Condominium Subdivision Plan attached hereto as Exhibit 'B' (both of which are hereby Incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon₁ and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish ARBOR RIDGE CONDOMINIUMS as a Condominium Project under the Act and does declare that ARBOR RIDGE CONDOMINIUMS (hereinafter referred to as the "Condominium"¹, "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest In the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as ARBOR RIDGE CONDOMINIUMS, Washtenaw County Condominium Subdivision Plan No.

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. The engineering and architectural plans for the Project were approved by, and are on file with, the Township of Pittsfield. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

PART OF THE SOUTH 1/2 OF SECTION 13, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 13, THENCE N 86 DEGREES 11 MINUTES 55 SECONDS W 205.65 FEET ALONG THE SOUTH LINE OF SAID SECTION 13; THENCE N 03 DEGREES 48 MINUTES 04 SECONDS E 43.00 FEET TO THE POINT OF BEGINNING; THENCE N 03 DEGREES 48 MINUTES 04 SECONDS E 170.08 FEET; THENCE N 86 DEGREES 11 MINUTES 56 SECONDS W 52.33 FEET; THENCE N 03 DEGREES 48 MINUTES 05 SECONDS E 236.16 FEET; THENCE N 48 DEGREES 48 MINUTES 05 SECONDS E 100.65 FEET; THENCE S 86 DEGREES 11 MINUTES 55 SECONDS E 85.46 FEET; THENCE N 64 DEGREES 39 MINUTES 00 SECONDS E 169.84 FEET; THENCE N 18 DEGREES 03 MINUTES 54 SECONDS E 202.34 FEET; THENCE N 01 DEGREES 40 MINUTES 37 SECONDS E 196.98 FEET; THENCE S 88 DEGREES 19 MINUTES 23 SECONDS E 28.94 FEET; THENCE N D1 DEGREES 40 MINUTES 37 SECONDS E 130.00 FEET; THENCE S 88 DEGREES 19 MINUTES 23 SECONDS E 546.79 FEET TO THE WESTERLY LINE OF HUNT CLUB DRIVE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY SOUTHWESTERLY 197.83 FEET ALONG THE ARC OF A 416.87 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S 22 DEGREES 21 MINUTES 36 SECONDS W 195.98 FEET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY SOUTHWESTERLY 768.54 FEET ALONG THE ARC OF A 652.94 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S 02 DEGREES 14 MINUTES 06 SECONDS W 724.94 FEET; THENCE S 31 DEGREES 28 MINUTES 06 SECONDS E 173.75 FEET TO THE NORTHERLY LINE OF MICHIGAN AVENUE; THENCE S 58 DEGREES 33 MINUTES 26 SECONDS W 234.17 FEET ALONG SAID RIGHT-OF-WAY TO THE NORTHERLY LINE OF MORGAN ROAD; THENCE N 86 DEGREES 27 MINUTES 33 SECONDS W 526.67 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY; THENCE N 86 DEGREES 11 MINUTES 56 SECONDS W 205.55 FEET TO THE POINT OF BEGINNING AND TOGETHER WITH AND SUBJECT TO A 30.00 FOOT EASEMENT FOR SANITARY SEWER AND WATER MAIN

AND SUBJECT TO OTHER EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD, CONTAINING 17.55 ACRES.

ARTICLE III

NUMBER OF UNITS

The ARBOR RIDGE CONDOMINIUMS shall consist of fifty five (55) units as shown on the Subdivision Plan attached hereto as Exhibit 'B'.

ARTICLE IV

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits 'A' and 'B' hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the ARBOR RIDGE 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 ARBOR RIDGE CONDOMINIUMS as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Administrator. "Administrator" means the Michigan Department of Commerce of an authorized designee.

Section 3. Arbitration. "Arbitration Association" means the American Arbitration Association or its successor.

Section 4. Association. "Association" means ARBOR RIDGE CONDOMINIUM ASSOCIATION, which is 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.

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

Section 6. Common Elements. "Common Elements"₁ where used without modification, means both the General and Limited Common Elements described in Article V hereof.

Section 7. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits 'A' and 'B' hereto, the Articles of Incorporation, Association Bylaws, Disclosure Statement, Preliminary Reservation Agreement, Purchase Agreement, Condominium Buyers Handbook and Escrow Agreement.

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

Section 9. Condominium Project Condominium or Project. "Condominium Project", "Condominium" or "Project" means ARBOR RIDGE CONDOMINIUMS as a Condominium Project established in conformity with the Act.

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

Section 11. Consolidating Master Deed. Consolidating Master Deed means the final amended Master Deed which shall describe ARBOR RIDGE CONDOMINIUMS as a completed Condominium and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. The Consolidating Master Deed, when recorded in the Office of the Washtenaw County Register of Deeds, shall supercede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 12. Construction and Sales Period. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units or other residences.

Section 13. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner"

Section 14. Developer. "Developer" means Pittsfield Development, Inc., a Michigan Corporation, which has made and

executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 15. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

Section 16. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-owners takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

Section 17. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in ARBOR RIDGE CONDOMINIUMS, as such space may be described on Exhibit 'B' hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where 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 and vice versa.

ARTICLE V

COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

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

a. Land. The land described in Article II hereof, including all roads and other surface improvements not identified as Limited Common Elements but excluding that portion designated on the Condominium Subdivision Plan as the Condominium Units.

b. Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.

c. Telephone. The telephone system throughout the Project up to the point of entry to each Unit.

d. Gas. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.

e. Water. The water distribution system through the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

f. Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

g. Storm Sewer. The storm sewer system throughout the Project.

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

i. Sprinkling System. The outdoor sprinkling system, if any, serving the Common Elements.

j. Fencing. All boundary fencing, if any.

k. Light Poles. All utility poles, if any, for lighting throughout the Project.

l. Landscaping. All landscaping, berms, trees, and plantings within the Project except any landscaping, trees and plantings within the Limited Common Elements.

m. Entrances. All entrance markers and signs for the Project.

n. Utility Meters. The water and electric meters, if any, monitoring the utilities serving the Common Elements.

o. Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

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

a. Unit. The residential unit and the land in the Project designed and intended for separate ownership and use as described in the Condominium Subdivision Plan.

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

a. General Common Elements. The Association shall be responsible for the costs of maintenance, decoration, repair, and replacement of all General Common Elements as defined herein.

b. Limited Common Elements. The Co-owner of a Unit shall be responsible for the costs of maintenance, decoration, repair and replacement of all Limited Common Elements within his Unit.

c. Co-owner Negligence or Fault. If the Association determines, in its sole discretion, that maintenance, repair, decoration or replacement is required as a result of the failure of the a Co-owner to perform his responsibilities as set forth above, or is the result of the negligence, fault or improper conduct of a Co-owner, the Association may proceed to perform the required work and the cost thereof shall be paid by the Co-owner and added to his monthly Association assessment, if necessary. Failure of the Co-owner to pay the charges incurred by the Association shall entitle the Association to proceed with all remedies set forth in the Condominium Bylaws.

d. Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the developer's) right to take any action at a future time. All costs incurred by the Association or Developer in performing any responsibilities under this Article V which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection for regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

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 Common Elements.

ARTICLE VI

PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Project is described in the Condominium Subdivision Plan, attached as Exhibit 'B'.

Section 2. Percentage of Value. The percentage of value assigned to each Unit 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 not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's 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 of Co-owners. The total value of the Project is 100%.

ARTICLE VII

EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to this Master Deed, consisting of fifty five (55) Units, is intended to be the first phase of an expandable Condominium under the Act, to contain in its entirety a maximum of 319 Units. Additional Units, if any, will be constructed upon all or some portion of the following described land:

PART OF SECTION 13, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 13, THENCE NORTH 86 DEGREES 11 MINUTES 55 SECONDS WEST 205.65 FEET ALONG THE SOUTH LINE OF SAID SECTION 13 TO THE POINT OF BEGINNING; THENCE 86 DEGREES 11 MINUTES 55 SECONDS WEST 613.90 FEET ALONG THE SOUTH LINE OF SAID SECTION 13; THENCE NORTH 01 DEGREES 42 MINUTES 03 SECONDS EAST 700.00 FEET; THENCE NORTH 86 DEGREES 11 MINUTES 55 SECONDS WEST 500.00 FEET; THENCE NORTH 01 DEGREES 42 MINUTES 03 SECONDS EAST 1984.97 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 13 TO THE EAST-WEST 1/4 LINE OF SAID SECTION 13; THENCE NORTH 85 DEGREES 50 MINUTES 34 SECONDS WEST 299.34 FEET ALONG SAID 1/4 LINE; THENCE NORTH 01 DEGREES 47 MINUTES 32 SECONDS EAST 385.23 FEET TO THE SOUTHERLY LINE OF INTERSTATE HIGHWAY 94; THENCE SOUTH 85 DEGREES 55 MINUTES 23 SECONDS EAST 2123.39 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 01 DEGREES 39 MINUTES 12 SECONDS WEST 1692.64 FEET TO THE SOUTH LINE OF CLOVERLANE DRIVE; THENCE SOUTH 88 DEGREES 19 MINUTES 23 SECONDS EAST 202.07 FEET ALONG SAID SOUTH RIGHT OF WAY TO THE WESTERLY LINE OF HUNT CLUB DRIVE; THENCE SOUTH 01 DEGREES 40 MINUTES 37 SECONDS WEST 91.56 FEET ALONG SAID RIGHT OF WAY; THENCE ALONG SAID WESTERLY RIGHT OF WAY SOUTHWESTERLY 51.57 FEET ALONG THE ARC OF A 416.87 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 05 DEGREES 13 MINUTES 16 SECONDS WEST 51.54 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 23 SECONDS WEST 546.79 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 37 SECONDS WEST 130.00 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 23 SECONDS WEST 28.94 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 37 SECONDS WEST 196.98 FEET; THENCE SOUTH 18 DEGREES 03 MINUTES 54 SECONDS WEST 202.34 FEET; THENCE SOUTH 64 DEGREES 39 MINUTES 00 SECONDS WEST 169.84 FEET; THENCE NORTH 86 DEGREES 11 MINUTES 55 SECONDS WEST 85.46 FEET; THENCE SOUTH 48 DEGREES 48 MINUTES 05 SECONDS WEST 100.65 FEET; THENCE SOUTH 03 DEGREES 48 MINUTES 05 SECONDS WEST 321.65 FEET; THENCE SOUTH 86 DEGREES 11 MINUTES 56 SECONDS EAST 52.33 FEET; THENCE SOUTH 03 DEGREES 48 MINUTES 04 SECONDS WEST 213.08 FEET TO THE POINT OF BEGINNING, SUBJECT TO THE RIGHT OF WAY FOR MORGAN ROAD ALONG THE SOUTH SIDE THEREOF, SUBJECT TO AN 80.00 FOOT WIDE EASEMENT FOR

STORM WATER DETENTION ALONG THE WEST SIDE THEREOF AND TOGETHER WITH AND SUBJECT TO A 30.00 FOOT EASEMENT FOR SANITARY SEWER AND WATER MAIN AND SUBJECT TO ALL OTHER EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD. CONTAINING 107.924 ACRES.

Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than six (6) years from the date of recording of this Master Deed, be increased by the addition to this Project of any portion of the above described property and the construction of Units thereon. The location, nature, appearance, design, and structural components of all such additional Units as may be constructed thereon shall be determined by Developer, in its sole discretion, subject only to approval by Pittsfield Township.

Nothing contained herein shall in any way obligate the Developer to enlarge the Project beyond the phase established by this Master Deed and the Developer may, in its sole discretion, establish all or a portion of the expandable property 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.

Any increase in the size of this Project shall be given effect by an appropriate amendment or amendments to this Maser Deed in the manner provided by law and in which the percentages of value as hereinbefore established shall be readjusted, if necessary, to preserve a total value of One Hundred Percent (100%). The precise determination of the readjustment in the percentages of value shall be made within the sole discretion of the Developer.

Any amendment or amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the expandable parcel being added to the Project.

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

All Co-owners and mortgagees of Units shall be deemed to have irrevocably and unanimously consented to such amendment or

amendments to this Master Deed to effectuate the foregoing expansion of the Project.

ARTICLE VIII

EASEMENTS

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

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the transitional Control Date) 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 or for the benefit of any other land described in Articles II and VII hereof; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired. No easements 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 benefitted thereby.

Section 3. Easements for Maintenance Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 5. Easements Retained by Developer

a. Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles II and VII or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcels described in Articles II and VII.

b. Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles II and VII or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electric, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

The Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit 'B' hereto, recorded in the 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 to effectuate the foregoing easement or transfer of title.

ARTICLE IX

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section

1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are 1/2 appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. By Developer. Prior to one (1) year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit 'B' in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit 'A' as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 3. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgages of record allocating one vote for each mortgage held.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

Section 6. Prohibition. Article VII and this Article VIII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions any further possibility of expansion of the Condominium or possibility of construction of residential units on the land described in Article II hereof. During the time period referenced in the preceding sentence, no other portion of this Master Deed, nor the Condominium Bylaws attached hereto as Exhibit 'A', nor the Subdivision Plan attached hereto as Exhibit 'B', nor the Association's Corporate Bylaws may be amended, in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby

ARTICLE X

ASSIGNMENT

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:

PITTSFIELD DEVELOPMENT₁ INC.
a Michigan Corporation

BY:

LYDIA VERI
PRESIDENT

MARSHALL WALLACE

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 11TH day of July, 1995, the foregoing Master Deed was acknowledged before me by Dan Veri, the President of Pittsfield Development, Inc., a Michigan Corporation on behalf of the Corporation.

STEVEN WALLACE
Notary Public
Oakland County, Michigan
My Commission Expires: 5-18-97

MASTER DEED DRAFTED BY:

WALLACE & WALLACE
Steven Wallace
17117 W. Nine Mile Rd.
Suite 1320
Southfield, MI 48075
(810) 557-8244

WHEN RECORDED, RETURN TO DRAFTER