

MASTER DEED

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WALDEN WOODS

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

This Master Deed made and executed this 20th day of April, 1992, by TRI-MOUNT/WALDEN WOODS DEVELOPMENT CO., INC., a Michigan corporation, hereinafter sometimes referred to as the "Developer" whose address is 41115 Jo Drive, Novi, Michigan 48375, and pursuant to the provisions of Act 59 of the Public Acts of 1978 as amended, and Act 538 of the Public Acts of 1982, as amended, hereinafter referred to as the "Act".

W I T N E S S E T H:

WHEREAS, the Developer desires by recording this Master Deed together with Condominium Bylaws attached hereto as Exhibit "A" and together with 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 described in Article II below, together with the improvements located and to be located thereon 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 WALDEN WOODS as a Condominium Project under the Act and declares that WALDEN WOODS (hereinafter referred to as "The Condominium Project") shall after 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, restrictions, conditions, uses, limitation and affirmative obligations set forth in this Master Deed together with Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and of benefit to the Developer, its successors and assigns, and any person acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns in furtherance of the establishment of the said "Condominium Project", it is hereby provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as WALDEN WOODS, Oakland County Condominium Subdivision Plan No. 757. The architectural plans for the Project were approved in accordance with the requirements of the City of Novi, Oakland County Michigan. The Condominium Project is established in accordance with the Act. The 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 unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with 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:

50-22-21-200-003
-004

A part of the northeast 1/4 of Section 21, T.1N., R.8E., City of Novi, Oakland County, Michigan; described as beginning at a point, said point being distant S. 89° 43'59" E., 527.27 feet along the north line of said Section 21 from the north 1/4 corner of said Section 21; thence from said point of beginning and continuing along said north line of Section 21, S. 89° 43'59" E., 799.98 feet; thence south 00° 42'39" E., 2644.12 feet to a point on the east/west 1/4 line of said Section 21; said point also being the northeast corner of Lot 158 of "Simmon's Orchards Sub'n. No. 3" as recorded in Liber 190 of Plats pages 7 and 8, Oakland County Records; thence along said east/west 1/4 line, said line also being the north line of said Simmon's Orchard Sub'n No. 3" and in part the north line of "Simmons Orchard Sub'n No. 4" as recorded in Liber 193 of Plats, pages 26 through 28, inclusive, Oakland County Records; north 89°37'49" W. 1332.10 feet to the center of said Section 21; thence along the north/south 1/4 line of said Section 21, north 00° 36'24" W., 659.09 feet; thence south 89° 38'19" E., 527.29 feet; thence north 00° 36'24" W., 1983.43 feet to the point of beginning. Containing 56.66 acres of land, and subject to the rights of the public and any governmental agency over Eleven Mile Road, and easements and restrictions of records.

ARTICLE III

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 by way of limitation, the Articles of Incorporation and Corporation Bylaws and Rules and Regulations of the WALDEN WOODS ASSOCIATION, a Michigan non-profit corporation, deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of or transfer of interest in WALDEN WOODS 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 Act 59 of the Public Acts of 1978, as amended and Act 538 of the Public Acts of 1982, as amended.
2. "Association of Co-Owners" shall mean the non-profit corporation organized under the Michigan Law of which all co-owners shall be members, which corporation shall administer, operate, manage and maintain the condominium. Any actions 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.

The Association is the person designated in the Condominium Documents to administer the Condominium Project.

3. "Condominium Bylaws" means Exhibit "A" attached hereto being the Bylaws setting forth the substantive rights and obligations of the co-owners as required by Section 3(A) 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 Non-Profit Corporation Act.

4. "Unit" or "Condominium Unit" each mean a single unit in WALDEN WOODS as the same is described in Article V, Section 1 hereof and on Exhibit "B" hereto and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium documents, constitute common elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant limited common elements.
5. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Corporation Bylaws and Rules and Regulations, if any, of the Association.
6. "Condominium", "Condominium Project" or "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenant belonging to WALDEN WOODS as described above.
7. "Condominium Subdivision Plan" means Exhibit "B" hereto.
8. "Consolidating Master Deed" means the final Amended Master Deed which shall describe WALDEN WOODS as a completed condominium project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been withdrawn from and/or added to the Condominium from time to time under Article VII hereof. Such Consolidating Master Deed, if and when recorded in the Office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit "B" to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a Certificate in the Office of the Oakland County Register of Deeds confirming that the Units and Common Elements "As Built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.
9. "Construction and Sales Period". For purposes of the condominium documents and the rights reserved to the Developer thereunder 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 as long as there remains any residence to be constructed, whichever last occurs.
10. "Developer" means TRI-MOUNT/WALDEN WOODS DEVELOPMENT CO., 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.
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 will be synonymous with the term "Co-Owner".

12. "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 fifty (50%) percent 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 seventy-five (75%) percent of all units which may be created are sold, whichever first occurs.
13. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.
14. 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 a singular, a reference shall also be included to the plural where the same would be appropriate.

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:

1. The General Common Elements are:
 - A. Land. The land described in Article II hereof, other than portions thereof identified as Units.
 - B. Electrical. The electrical transmission mains throughout the Project up to the point of lateral connection for unit service, together with common lighting for the Project, if any is installed.
 - C. Telephone. The telephone system throughout the Project up to the ancillary connection for unit service.
 - D. Gas. The gas distribution mains throughout the project up to the point of lateral connection for unit service.
 - E. Water. The water distribution system throughout the project up to the point of lateral connection for unit service, including sprinkling system fixtures, connections and controls, if any, in the General Common Element areas.
 - F. Sanitary Sewer. The sanitary sewer system throughout the project up to the point of lateral connection for unit service.
 - G. Storm Sewer System. The storm sewer mains, leads and catch basins throughout the Project as depicted on the Condominium Subdivision Plan together with the detention area depicted as such on the Condominium Subdivision Plans.

H. **Telecommunications.** The telecommunications system, if and when it may be installed, including any security system up to the point of the ancillary connection for unit service.

I. **Roadways.** The collector roadways which provide access to the units and the landscape areas within the entrance area fronting on Eleven Mile Road and any cul-de-sacs within the Condominium.

J. **Sidewalks.** All sidewalks located within the right of way.

K. **Wetlands.** The wetlands, ponds and open area designated as general common elements on Sheet 4 of Exhibit B to this Master Deed.

L. **Wetlands Mitigation Area.** The wetlands mitigation area designated on Sheet 4 of Exhibit B to this Condominium Master Deed.

M. **Other.** Such other elements of the Project not herein designated as 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 and the telecommunications system 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 and the telecommunications system shall, be General Common Elements only to the extent of the co-owner's interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

2. **The Limited Common Elements are:**

A. The extended yard areas designated as such on the Condominium Subdivision Plan shall be limited in use to the co-owners of the units to which they are respectively appurtenant.

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

A. **Co-Owner Responsibility for Units and Limited Common Elements.** It is anticipated that separate residential dwellings will be constructed within the units depicted on Exhibit "B" hereto. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance of each dwelling shall be borne by the co-owner of the unit which is served thereby. Likewise, it shall be the responsibility of each co-owner to be responsible for installation and maintenance of lawn and other landscaping materials which he installs within his extended yard area lying within the road right of way designated as such on the Condominium Subdivision Plan.

B. **Association Responsibility for Units Under Certain Circumstances.** The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units or their appurtenant Limited Common Elements. Nevertheless, in order to provide for flexibility in administering the Condominium,

the Association acting through its Board of Directors may undertake such other regularly occurring reasonably uniform periodic exterior maintenance functions with respect to unit or limited common element improvements, including dwellings constructed within any unit boundaries as it may deem appropriate (including without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained however shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer in the initial maintenance budget for the Association shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

C. General Common Elements. The cost of maintenance, repair and replacement of all general common elements shall be borne by the Association subject to any provision of the Condominium documents expressly to the contrary.

4. Use of Units and Common Elements. 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

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Description of Units. Each unit in the condominium project is described in this paragraph with reference to the Condominium Subdivision Plan of WALDEN WOODS as surveyed by ZEIMET-WOZNIAK & ASSOCIATES, INC. and attached hereto as Exhibit "B". Each unit shall consist of the area contained within the unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

2. Percentage of Value. The percentage of value assigned to each unit in WALDEN WOODS 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 votes at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI

SUBDIVISION CONSOLIDATION AND OTHER MODIFICATION OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, units in the condominium may be subdivided, consolidated, modified and the boundaries relocated in accordance with Section 48 and 49 of the Act and this Article; such changes in the affected unit or units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

1. BY THE DEVELOPER

The Developer reserves the sole right during the Construction and Sales Period and without the consent of any other co-owner or any mortgagee of any unit to take the following action:

- A. Consolidate Units; Relocate Units. To consolidate under single ownership two or more units which are located adjacent to one another and relocate any boundaries between adjoining units. Such consolidation of units and relocation of boundaries of units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns and subject to prior approval of the City of Novi.
- B. Amend to Effectuate Modifications. Any amendments or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the unit or units resulting from such consolidation or relocation of boundaries shall be separately identified by number when appropriate, and the percentage of value as set forth in Article V hereof for the unit or units consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new condominium units in order to preserve 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 in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the project. Such amendment or amendments to the Master Deed shall also contain such further definitions of common elements as may be necessary to adequately describe the buildings and units in the condominium project as so modified. 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 and to any proportionate reallocation of percentages of value of units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney in fact 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 re-recording an entire Master Deed or the exhibits hereto.

2. BY CO-OWNERS

One or more co-owners may undertake consolidation of units or relocation of boundaries. Co-owners of adjoining units may, subject to the prior approval by the City of Novi, relocate boundaries between their units or eliminate boundaries between two or more units upon written request to the Association in accordance with Section 48 of the Act.

Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries identifying the units involved, reallocating percentages of value and providing for conveyancing between or among the co-owners involved in relocation of the boundaries. The co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment

to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

3. LIMITED COMMON ELEMENTS.

Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries described in this Article VI.

ARTICLE VII

EASEMENTS

1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES

There shall be easements to, through and over the land in the Condominium (including all units and limited common element extended yard areas) for the continuing maintenance, repair, replacement and enlargement of any general common element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time. In the event any portion of a structure located within a unit encroaches upon a common element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or changes in ground elevations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of destruction. Some of the purposes of this section is to clarify the right of the co-owners to maintain structural elements and fixtures which project into the common elements surrounding each unit notwithstanding their projection beyond the unit perimeters.

2. RESERVATION OF EASEMENT BY DEVELOPER FOR SALES FACILITIES

The Developer reserves for the benefit of itself, its successors and assigns such easements as may be necessary for access to a sales office on the premises and for the continued use of such sales office until all of the Condominium Units have been sold. Accordingly, the Developer and its duly authorized agents, representatives and employees may maintain offices, model units and other facilities on the subject premises and may make such uses of said facilities as are reasonably necessary or desirable to facilitate the sale of the units in the project. The Developer shall pay all costs related to the Condominium Units or Common Elements while owned by the Developer and shall restore the facility to habitable status upon termination of use in accordance with Section 45 of the Act.

3. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF ROADS AND WALKWAYS

The Developer reserves for the benefit of itself, its successors and assigns perpetual easements for the unrestricted use of all roads and walkways in the condominium project for purposes of ingress and egress to or from all or any portion of the parcel described in Article II or any portion or portions thereof and any other land contiguous to the condominium premises which may be now owned or hereafter acquired by the Developer or its successors.

4. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF UTILITY LINES

The Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Article II 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, electrical, cable television, storm and sanitary sewer mains. In the event that the 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, extensions or enlargements. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be shared by this condominium and any developed portions of the land described in Article II who may benefit from such utility mains.

The co-owners of this condominium shall be responsible from time to time for payment of its proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling units in this condominium, and the denominator of which is comprised of the number of such units plus all other dwelling units in the land described in Article II who benefit from such utility mains, provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, however, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the condominium and by the owner or owners of the land described in Article II or a portion thereof upon which are located the dwelling units which such lead or leads service.

5. RESERVATION OF RIGHTS BY DEVELOPER TO DEDICATE UTILITY LINES TO APPROPRIATE GOVERNMENTAL AGENCIES

Developer reserves the right at any time during the construction and sales period to grant easements for utilities over, under and across the condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. 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 as recorded in the Oakland 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 or this Master Deed as may be required to effectuate the foregoing grant of easements or transfer of title.

6. RESERVATION OF RIGHT BY DEVELOPER TO DEDICATE PRIVATE ROADS

Developer reserves the right at any time during the Construction and Sales Period to grant, convey or dedicate the private roadways designated as General Common Elements to the public for purposes of creating public roads. Notwithstanding the foregoing, the Developer shall have no obligation to utilize the dedication rights herein reserved.

7. RESERVATION OF RIGHT BY DEVELOPER TO DEDICATE WALKING PATHS

Developer reserves the right at any time during the Construction and Sales Period to grant, convey or dedicate a walking path to the City of Novi for utilization by members of the public including but not limited to Co-owners of Units in this Condominium.

8. RESERVATION OF RIGHT BY DEVELOPER TO CREATE A CONSERVATION EASEMENT

Developer reserves the right at any time during the Construction and Sales Period to create a conservation easement within the

wetland areas indicated on Sheet 2 of Exhibit B to this Master Deed. The easement may be granted to the Department of Natural Resources, State of Michigan in such form and containing such requirements as may be stipulated by the D.N.R.

9. RESERVATION OF RIGHT BY DEVELOPER TO DEDICATE WOODLANDS PRESERVATION EASEMENT

Developer reserves the right at any time during the Construction and Sales Period to grant a woodlands preservation easement to the City of Novi in such form and containing such provisions as may be required by the City of Novi and its applicable ordinances.

10. AUTHORITY DESIGNATED TO ASSOCIATION TO GRANT EASEMENTS

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 way over and rights of entry, 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 any land described in Article II hereof, subject, however, to the approval of the Developer so long as the construction and sales period has not expired.

11. ESTABLISHMENT OF EASEMENTS FOR DEVELOPER, ASSOCIATION AND THE UTILITIES FOR MAINTENANCE AND REPAIR

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 and maintenance, repair, decoration 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 any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler control valves, sump pumps and other common elements located within any individual condominium unit or its appurtenant limited common elements.

12. AUTHORITY OF ASSOCIATION TO GRANT MISCELLANEOUS EASEMENTS AND RIGHTS OF WAY AS MAY BE REQUIRED FOR CONSTRUCTION AND COMPLETION OF PROJECT

The Association, acting through its duly constituted Board of Directors (including but not limited to any Board of Directors acting prior to, the Transitional Control Date) and subject to the Developer's approval during the Construction Sales Period shall have the power to grant such easements, licenses and other rights of way and rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, rights 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, video text, 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.

ARTICLE VIII

IMPROVEMENTS OR ALTERATIONS TO CONDOMINIUM UNITS

No Co-Owner shall do anything which would change the exterior appearance of a Dwelling Unit or any other portion of the Condominium Project except by the following procedure:

- A. Application for such alterations or changes shall be made to the Board of Directors of the Association together with sufficient plans, drawings, or renderings as may be necessary to enable the Association to understand and evaluate the proposed changes.
- B. The Board of Directors shall then appoint an architectural control committee for purposes of reviewing the proposal. The members of said committee need not be members of the Board of Directors but a Director shall not be disqualified from serving on such committee.
- C. The Committee may seek opinions from the Co-Owners of the Development and shall, within a reasonable time, prescribed by the Directors render a recommendation and report to the Board of Directors.
- D. The Board of Directors shall thereupon adopt a resolution either granting the permission for such alteration or denying same.
- E. In the event that such application for changes are approved by the Board of Directors it shall be subject to a written undertaking by the Co-Owner acknowledging that all, of the improvements are to be at the Co-Owner's sole expense. That injury, if any, to the Common Elements will be repaired promptly by the Co-Owner at his sole expense and that the improvements will be completed by a date to be determined and established by the Board of Directors.
- F. Through and including the time that the Developer conveys the last of the maximum number of dwelling units which may be built pursuant to the provisions of this Master Deed, all actions of the Architectural Control Committee pursuant to this Article shall require the specific approval of the Developer.

The Developer is specifically excluded from the provisions of this paragraph. The Developer specifically reserves to itself the right to alter, change, modify, redesign, or improve any Condominium Unit through and including such time as a Deed has been executed and delivered from the Developer to an individual purchaser.

All proceedings under this Article shall be specifically in accordance with Section 47 of the Act.

ARTICLE IX

CONDEMNATION

Except as may otherwise be provided by statute, in the case of condemnation or substantial loss to the units and/or common elements of the Condominium Project and at least 2/3 of the first mortgagees (based upon one vote for each mortgage owned) or owners (other than the Sponsor, Developer or Builder) of the individual condominium units have given their prior written approval, the Condominium Owners Association shall not be entitled to:

- A. By act or omission to seek to abandon or terminate the Condominium Project;

- B. Change the pro-rata interest or obligations of any condominium unit for purposes of levying assessments or charges, for allocating distributions of hazard insurance proceeds or condemnation awards, or 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 to seek to abandon, partition, subdivide and 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.

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 shall be by appropriate instrument in writing and duly recorded in the office of the Oakland County Register of Deeds.

ARTICLE XI

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of two-thirds (2/3) of the co-owners except as hereinafter set forth.

1. Modification of Units or Common Elements. No unit dimension may be modified in any material way without the consent of the co-owner and 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 appurtenant except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.
2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of two-thirds (2/3) of all first mortgagees of record allocating one vote for each mortgage held.
3. By Developer. Prior to one year after the 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 to not materially affect any rights of any co-owners or mortgagees in the Project or to make such other amendments as may have been

reserved to the Developer in other sections of this Master Deed.

4. Chance 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 will 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 Bylaws.
5. Termination, Vacation, Revocation of Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all co-owners and 85% of the first mortgagees.
6. Developer Approval. During the Construction and Sales Period, this Master Deed shall not be amended 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 construction of residential units on the land described in Article II hereof. No easements created under the condominium documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.
7. Amendment of Exhibit "A". Administration of the condominium project shall be governed by Bylaws recorded as part of this Master Deed and designated as Exhibit "A" to this Master Deed. An amendment to the Bylaws shall be governed by the provisions of those Bylaws, Exhibit "A" to this Master Deed and by Section 54 of the Act. Any amendment shall be inoperative until recorded.
8. Procedure for Amendment. A change in the condominium project shall be reflected by an amendment to the appropriate condominium documents. If a change involves a change in the boundaries of a condominium unit or the addition or elimination of condominium units, a replat of the Condominium Subdivision Plan shall be prepared and recorded assigning a condominium unit number to each condominium unit in the amended project. The foregoing shall conform to the requirements of Section 67 of the Act.
 - (a) Notification. Co-owners and mortgagees of record shall be notified of proposed amendments under this Section, not less than ten (10) days before the amendment is recorded.
 - (b) Responsibility for Payment of Costs of Amendment. The 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 two-thirds (2/3) of co-owners and mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration.
 - (c) Nothing contained in this Article shall, be deemed to abridge in any way the Developer's right to contract this Master Deed pursuant to the provisions of Article XI. Such amendments may be made unilaterally by the Developer without consent of any co-owners at the Developer's sole discretion.
 - (d) Any person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based

