

RECORDED  
WASHTENAW COUNTY, MI

MAY 16 11 44 AM '96

**MASTER DEED**

**HEATHERWOOD**

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

PERCIVAL G. JONES  
COUNTY CLERK REGISTER

Washtenaw County Condominium Subdivision Plan No. 239

- (1) Master Deed establishing Heatherwood, a Condominium Project.
- (2) Exhibit "A" to Master Deed: Condominium Bylaws of Heatherwood.
- (3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for Heatherwood.

No interest in real estate being conveyed hereby, no revenue stamps are required.

This Master Deed Drafted By:  
 KEITH P. WALKER  
 McSHANE & BOWIE, P.L.C.  
 1100 Campau Square Plaza  
 99 Monroe Avenue, N.W.  
 P.O. Box 360  
 Grand Rapids, MI 49501-0360  
 (616) 732-5000

960809021-0003-SGW

12-08-250-009

**MASTER DEED  
HEATHERWOOD**

This Master Deed is made and executed on this 24th day of April, 1996, by HEATHERWOOD OF ANN ARBOR, L.L.C., a Michigan limited liability company (the "Developer"), of 3300 East Paris, S.E., Kentwood, Michigan 49512, represented herein by its Harold J. Kloosterman, who is fully empowered and qualified to act on behalf of the limited liability company.

**PRELIMINARY STATEMENTS**

A. The Developer is engaged in the construction of an expandable, contractable and convertible condominium project to be known as Heatherwood (the "Project"), pursuant to plans approved by Pittsfield Township, Washtenaw, Michigan on a parcel of land described in Article II; and

B. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plan attached 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, Section 2.1, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Michigan Condominium Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Heatherwood as a condominium project under the Act and does declare that the Project will 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, all of which will be deemed to run with the land and will be a burden and a benefit to the Developer, its successors and assigns, and to any persons acquiring or owning an interest in said real property, their grantees, successors, heirs, personal representatives, administrators and assigns. In furtherance of the establishment of the Project, it is provided as follows:

**ARTICLE I**

**NATURE OF PROJECT**

**1.1 Nature of Project.** The Units which comprise the Project, including the number, boundaries, dimensions and area of each Condominium Unit therein, are set forth completely in the Condominium Subdivision Plan, and each Unit is capable of individual utilization by having its own access to the Common Elements of the Project. The Developer reserves the exclusive right during the Development Period to change or modify the size and/or location of any Developer owned Unit and/or Common Element without the consent of any Co-owner so long as such changes do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Common Element.

**1.2 Co-owner Rights.** Each Co-owner in the Project will have a particular and exclusive property right to his or her Unit and the Limited Common Elements appurtenant thereto, and will have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Project as designated by this Master Deed.

**ARTICLE II  
LEGAL DESCRIPTION**

**2.1 Legal Description.** The land on which Phase I of the Project is situated, and which is hereby submitted to condominium ownership pursuant to the provisions of the Act, is described as follows:

Commencing at the Northwest Corner of Section 8, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence S00°14'15"W 1884.06 feet along the West line of said Section 8 and the centerline of Lohr Road for a **PLACE OF BEGINNING**; thence S89°45'45"E 213.85 feet; thence N81°17'34"E 682.18 feet; thence S07°26'33"E 389.28 feet; thence S87°23'40"W 940.92 feet along a line parallel with the North line of said Section 8; thence N00°14'15"E 326.40 feet along the West line of said Section 8 and the centerline of Lohr Road to the Place of Beginning, being a part of the Northwest 1/4 of said Section 8, containing 7.25 acres of land, more or less, being subject to the rights of the public over the westerly 33.00 feet thereof as occupied by Lohr Road.

Together with and subject to all easements and restrictions of record and all governmental limitations.

**ARTICLE III  
DEFINITIONS**

**3.1 Definitions.** Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the Meadow Grove Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Project. As used in such documents, unless the context otherwise requires:

(a) **Act.** "Act" or "Michigan Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(b) **Administrator.** "Administrator" means the Michigan Department of Commerce, designated to serve in such capacity by the Act.

(c) **Association.** "Association" means the nonprofit corporation organized under the laws of Michigan, of which all Co-owners will be members, which corporation shall administer, operate, manage and maintain the Project. Any action required of or

permitted to the Association will 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 Co-owners may, by a two-thirds (2/3) vote after the Development Period has expired, designate a different Michigan nonprofit corporation or unincorporated association as the "Association".

(d) **Bylaws.** "Bylaws" means Exhibit "A" attached hereto which forms a part of this Master Deed. The Bylaws also constitute the corporate bylaws of the Association as provided under the Michigan Nonprofit Corporation Act.

(e) **Common Elements.** "Common Elements", where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV. A Common Element will not be separable from the Condominium Units or Units to which it is appurtenant.

(f) **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" attached hereto and the Articles of Incorporation and rules and regulations, if any, of the Association, all as amended from time to time.

(g) **Condominium Property.** "Condominium Property" means the land described in Article II, as amended, together with all easements, rights and appurtenances.

(h) **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit "B" attached hereto.

(i) **Condominium Unit.** "Condominium Unit" or "Unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed.

(j) **Co-owner.** "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns a Condominium Unit in the Project. The term "Owner," wherever used, will be synonymous with the term "Co-owner." If a Unit is sold pursuant to a land contract, the land contract vendee will be the Owner of that Unit so long as such land contract is executory, except as otherwise provided in the land contract if a copy of the land contract is filed with the Association and except that the land contract vendor and vendee will have joint and several responsibility for assessments by the Association.

(k) **Developer.** "Developer" means Meadow Grove Development Company, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, its successors and assigns. Both successors and assigns will always be deemed to be included within the term "Developer" whenever, however and wherever used in the Condominium Documents unless specifically stated otherwise.

(l) **Development Period.** "Development 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 is entitled to expand the Project as provided in Article VI hereof, or until the Developer has sold the eighty-one (81) Units in the Project and/or in the area of future development contemplated by Article VI (whether or not added to the Project or developed as separate condominium project(s)), whichever is longer, provided the period will in no event exceed ten years.

(m) **First Annual Meeting.** "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. Such meeting is to be held (a) in the Developer's sole discretion after fifty percent (50%) of the Units which may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units which may be created are sold, whichever first occurs. The maximum number of Units that may be added to the Project pursuant to Article VI hereof will be included in the calculation of the number of Units which may be created.

(n) **General Common Elements.** "General Common Elements" means those Common Elements of the Project described in Section 4.1 which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the cost of operation thereof.

(o) **Limited Common Elements.** "Limited Common Elements" means those Common Elements of the Project described in Section 4.2 which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(p) **Master Deed.** "Master Deed" means this instrument, together with the exhibits attached hereto and all amendments thereof, by which the Project is submitted to condominium ownership.

(q) **Percentage of Value.** "Percentage of Value" means the percentage assigned to each Unit which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner in the Common Elements of the Project and the proceeds and expenses of administration.

(r) **Project.** "Project" or "Condominium" means the Meadow Grove, a condominium development established in conformity with the provisions of the Act.

(s) **Transitional Control Date.** "Transitional Control Date" means the date on which the Association's Board of Directors takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

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

#### ARTICLE IV

#### COMMON ELEMENTS

**4.1 General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II hereof, (other than that portion described in Section 5.1 and in Exhibit "B" as constituting the Condominium Units), including easement interests of the Condominium in the land provided to it for ingress and egress, if any;

(b) **Improvements to Land.** The parking areas, drives, sidewalks, yards, trees, shrubs and other plantings;

(c) **Wiring Networks.** The electrical, telephone, television and/or cable television wiring networks throughout the common areas of the Project, including those contained within floors, ceilings, and common walls;

(d) **Plumbing and Gas Line Networks.** The plumbing and gas line networks throughout the common areas of the Project, including those contained within floors, ceilings and common walls;

(e) **Water and Sewer Systems.** The water distribution system, sanitary sewer system and storm drainage system serving the Project except for the public water and sanitary sewer lines owned by Pittsfield Township, Michigan;

(f) **Buildings.** The foundations, roofs, unit perimeter walls and other walls as shown on Exhibit "B", ceilings and floors (including doors and chimneys therein), entrances and exits of the Project;

(g) **Parking Areas.** The portions of any garage, carport or parking space which is not otherwise designated as a Limited Common Element in the Condominium Subdivision Plans;

(h) **Sprinkling System.** The sprinkling system within the Project; and

(i) **Miscellaneous.** All other Common Elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications systems 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, will 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.

**4.2 Limited Common Elements.** Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Utility Systems.** The pipes, ducts, wiring and conduits located entirely within a Condominium Unit and servicing only such Unit;

(b) **Porches, Patios and Decks.** The porches, patios and/or decks appurtenant to Units in the Project;

(c) **Utility Equipment.** The separate furnace, water heater, fireplace combustion chamber, air-conditioner and/or compressor located within or adjacent to a Unit and serving only such Unit or a cluster of Units exclusively;

(d) **Doors and Windows.** The doors and windows within any storage or garage perimeter walls, including garage doors and garage door openers, and the doors, windows, sliders and/or screens located within any Unit perimeter wall;

(e) **Driveways, Garage and Storage Space.** Garage and storage interior space and surfaces; and

(f) **Interior Surfaces.** The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Condominium Unit.

**4.3 Use of Limited Common Elements.** Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are the areas and improvements identified at Section 4.2 above as appurtenant to a Unit or Units, to the extent located outside the boundaries of the Condominium Unit, and any other improvements constructed by the Developer and designated Limited Common Elements appurtenant to a particular Unit or Units in an amendment to the Master Deed made by Developer.

**4.4 Maintenance.** Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) The costs of cleaning, decoration, maintenance and repair of the Limited Common Elements described in Section 4.2, except the driveways leading to the garages (which will be maintained by the Association), will be borne by the Co-owner of the Unit or Units to which such Limited Common Elements are appurtenant; provided, that all building maintenance or improvements to the Unit which are visible from the exterior of the Unit will be subject to prior approval of the Association or of any architectural control committee appointed by the Association for such purpose.

(b) The appearance of the buildings, decks, open porches, screened porches and yards will at all times be subject to the approval of the Association and, at the option of the Association, all or any part of the maintenance, cleaning and decoration of such Limited Common Elements may be performed by the Association throughout the Project as a common expense or treated as the responsibility of each Co-owner. If the Association elects to maintain, clean and/or decorate Limited Common Elements that are of a type not appurtenant to all Units (such as garages), the Association may specially assess those costs to the Units with such Limited Common Elements. In the event that the Co-owner fails to maintain, clean and decorate such Limited Common Elements which are not maintained, cleaned and/or decorated by the Association as a common expense in accordance with reasonable standards established by the Association, the Association will have the right to take such action as may be necessary to bring those Limited Common Elements up to required standards and to charge the cost thereof to the owner responsible for cleaning, decoration and/or maintenance.

(c) The costs of cleaning, decoration, maintenance, repair and replacement of all General and Limited Common Elements other than as described above will be borne by the Association, except to the extent of repair or replacement due to the act or neglect of a Co-owner or his or her agent, invitee, family member, uninvited visitor or pet. Specifically included within the Limited Common Elements to be so maintained by the Association are structural supports and exterior walls of buildings. Maintenance of drives and walks will include clearing of snow as reasonably determined by the Association.

(d) If any Co-owner elects to construct or install any improvements to the interior of his or her Unit or, with the prior written consent of the Association, to the Limited Common Elements appurtenant to his or her Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

**4.5 Reassignment of Limited Common Elements.** A Limited Common Element, may be reassigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board will promptly prepare or cause to be prepared and executed an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved, and will deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval thereof. All affected Co-owners must consent to such reassignment of a Limited Common Element.

**4.6 Power of Attorney.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer during the Development Period, and thereafter the Association, as agent and attorney in connection with all matters concerning the General Common Elements and their respective interests in the General Common Elements Without limitation on the generality of the



foregoing, the Developer or Association as the case may be, will have full power and authority to grant easements over, sever or lease mineral interests, and/or convey title to the land constituting the General Common Elements or any part thereof, to dedicate as public streets part of the General Common Elements, to consent to street vacations of public streets within or in the vicinity of the Project, and to execute all documents and to do all things on behalf of the Co-owners, mortgagees and other interested persons as are necessary or convenient in the exercise of such powers.

**4.7 Condominium Unit Use.** Except as set forth herein, Condominium Units will not be separable from the Common Elements appurtenant thereto, and will not be used in any manner inconsistent with the purposes of the Project or in any other way which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements appurtenant thereto.

## ARTICLE V

### DESCRIPTION AND PERCENTAGE OF VALUE

**5.1 Description of Units.** A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official bench mark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan as surveyed by Atwell-Hicks, Inc., consulting engineers and surveyors. Each Unit will include all that space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Condominium Subdivision Plan and as delineated by detailed dimensional descriptions of the same contained by said outline, less any Common Elements contained therein. In determining dimensions, each Condominium Unit will be measured by interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

**5.2 Percentage of Value.** The percentage of value assigned to each Unit will be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value 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 will 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 (100).

## ARTICLE VI

### EXPANSION OF CONDOMINIUM

**6.1 Area of Future Development.** The Condominium Project established pursuant to the initial Master Deed consists of 70 Units and may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety one

hundred eighty-eight 188 Units. Additional Units, if any, will be established upon all or some portion or portions of the following described land not included in the Project:

Commencing at the Northwest Corner of Section 8, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence S00°14'15"W 1572.06 feet along the West line of said Section 8 and the centerline of Lohr Road for a **PLACE OF BEGINNING**; thence N87°23'40"E 1033.20 feet along a line parallel with the North line of said Section 8; thence southeasterly along the southwesterly right of way line of I-94 freeway and 1080.41 feet along the arc of a nontangential circular curve to the left, radius 3894.83 feet, chord bearing S56°18'10"E 1076.95 feet; thence S87°23'40"W 991.86 feet along a line parallel with the North line of said Section 8; thence N07°26'33"W 389.28 feet; thence S81°17'34"W 682.18 feet; thence N89°45'45"W 213.85 feet; thence N00°14'15"E 312.00 feet along the West line of said Section 8 and the centerline of Lohr Road to the Place of Beginning, being a part of the Northwest 1/4 of said Section 8, containing 13.84 acres of land, more or less, being subject to the rights of the public over the westerly 33.00 feet thereof as occupied by Lohr Road, and being subject to other easements and restrictions of record, if any.

(hereinafter referred to as "area of future development").

**6.2 Increase in Number of Units.** 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 years after initial recording of this Master Deed, be increased by the addition to this Condominium of all or any portion of the area of future development and the establishment of Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the Units and other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No Unit will be created within any part of the area of future development which is added to the Condominium that is not restricted exclusively to residential use.

**6.3 Expansion Not Mandatory.** Nothing herein contained will in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

**6.4 Amendment to Master Deed and Modification of Percentages of Value.** An increase in size of this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and

in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of one hundred (100) for the entire Project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments in percentages of value will be made within the sole judgment of Developer. Such readjustments, however, will reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

**6.5 Redefinition of Common Elements.** The amendment or amendments to the Master Deed by the Developer to expand the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by the amendment. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the area of future development from the roadways located in the Project.

**6.6 Additional Provisions.** The amendment or amendments to the Master Deed by the Developer to expand the Condominium will also contain such provisions as Developer may determine necessary or desirable (i) to make the Project contractable and/ or convertible as to portions or all of the parcel or parcels being added to the Project, (ii) to create easements burdening or benefitting portions or all of the parcel or parcels being added to the Project, and/or (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added to the Project.

## ARTICLE VII

### CONTRACTION OF CONDOMINIUM

**7.1 Decrease in Number of Units.** The Condominium Project established pursuant to the initial Master Deed consists of 70 Units and may, at the election of Developer, be contracted to a minimum of 8 Units.

**7.2 Contraction of Condominium.** Any other provision of this Master Deed notwithstanding, the Developer may, at the option of the Developer from time to time, within a period ending no later than six years after initial recording of this Master Deed, contract the Project by withdrawing any or all of the lands described in Article II from the Project, provided that no Unit which has been constructed and sold by the Developer may be withdrawn without the consent of the Co-owner and mortgagee of the Unit. Other than as set forth in this Article, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn, provided however, that the number of remaining Units in the Project will not be reduced to less

than four nor the lands constituting the Project to less than that necessary to accommodate the remaining Units with reasonable access and utility services.

**7.3 Contraction not Mandatory.** There is no obligation on the part of the Developer to contract the Condominium Project nor is there any obligation to withdraw portions thereof in any particular order nor to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or any other form of development.

**7.4 Amendment to Master Deed and Modification of Percentage of Value.** A withdrawal of lands from this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of 100 for the entire Project, resulting from such amendment or amendments to the Master Deed.

**7.5 Redefinition of Common Elements.** The amendment or amendments to the Master Deed by the Developer to contract the Condominium will also contain such provisions as Developer may determine necessary or desirable (i) to create easements burdening or benefitting portions or all of the parcel or parcels being withdrawn from the Project, and/or (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

## ARTICLE VIII

### CONVERTING CONVERTIBLE AREAS

**8.1 Converting Convertible Areas.** Any other provisions of this Master Deed notwithstanding, the Developer may, at the option of the Developer from time to time, within a period ending six years after initial recording of this Master Deed, (i) convert the General Common Elements to Limited Common Elements for construction of garages and ancillary improvements, (ii) convert the patios and adjoining areas from Limited and General Common Elements for expansion of Units and/or the Limited Common Elements, (iii) combine Developer owned Units, and/or (iv) convert Developer owned Units to General or Limited Common Elements. Other than as set forth in this Article, there are no restrictions or limitations on the right of the Developer to convert convertible areas, the time or order of such conversions, provided however that there is no obligation on the part of the Developer to convert any convertible areas nor is there any obligation to convert convertible areas in any particular order nor to construct particular improvements on any converted areas, provided all Units continue to have reasonable access and utility service.

**8.2 Amendment to Master Deed.** A conversion of convertible areas by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed

in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer.

**8.3 Redefinition of Common Elements.** The amendment or amendments to the Master Deed by the Developer to convert convertible areas may also contain such further definitions and redefinitions of General or Limited Common elements as Developer may determine necessary or desirable to adequately describe and serve the purposes intended to be achieved by the conversion. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonable necessary to achieve the purposes of the conversion.

**8.4 Additional Provisions.** The amendment or amendments to the Master Deed by the Developer to convert convertible areas will also contain such provisions as Developer may determine necessary or desirable (i) to create easements burdening or benefitting portions or all of the converted areas, and/or (ii) to create or change restrictions or other terms and provisions affecting the convertible areas being converted or affecting the balance of the Project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the Project.

## ARTICLE IX

### EASEMENTS

**9.1 Structural Support and Maintenance.** Every portion of a Condominium Unit which contributes to the structural support of a building will be burdened with an easement of structural support for the benefit of the Common Elements. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements will exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. There will also be permanent easements for the maintenance and repair of Common Elements, which easements will be administered by the Association.

**9.2 Grant of Easements by Association.** The Association is empowered to grant such easements, licenses, rights-of-entry and rights-of-ways over, under and across the Condominium Property for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or other lands whether or not described in Article VI, Section 6.1, subject, however, to the approval of the Developer so long as the Development Period has not expired.

**9.3 Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities providing utility service to the Condominium Project will have such easements as may be necessary over the Condominium Property, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration, inspection or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

**9.4 Utility Easements.** Developer hereby reserves for the benefit of itself, its successors and assigns perpetual easements to enter upon and cross the Condominium Property and lay pipes and cables and do all other things reasonably necessary to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Property, including, but not limited to, water, gas, storm and sanitary sewer mains, without regard to whether the utilization is in connection with the Condominium Project. In the event Developer, its successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Property it will be obligated to pay all of the expenses reasonably necessary to restore the Condominium Property to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement. The costs of maintenance, repair and replacement of all utilities shared by the Co-owners and the owner or owners of any land adjoining the Condominium Property will be borne by all such persons proportionately based upon the ratio of the number of dwelling units located upon the adjoining land to the total number of dwelling units sharing the utilities.

Developer reserves the right during the Development Period to grant easements for utilities over, under and across the Condominium Property to appropriate governmental agencies or public utility companies and to transfer title to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and may be evidenced by either a separate easement or document transferring title or by an appropriate amendment to the Master Deed. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably and unanimously consent to any such easement grant, deed or amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

**9.5 Telecommunications Agreements.** The Association, subject to the Developer's approval during the Development Period, will 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, 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 will the Association 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, will be receipts affecting the administration of the Condominium Project within the meaning of the Act and will be paid over to and will be the property of the Association.

**9.6 Roadway Easement.** Developer hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads and walkways now or hereafter located in the Condominium Project for the purpose of ingress and egress from all or any portion of the

Condominium Property in furtherance of any legitimate purpose, including development and operation of adjoining property.

**9.7 Termination of Easements.** Developer reserves to itself, and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Project or other development within the area of future development. No utility easement may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement will be effected by recording an appropriate amendment to this Master Deed.

## ARTICLE X

### UNIT IMPROVEMENTS OR ALTERATIONS

**10.1 Unit Improvements or Alterations.** A Co-owner may make improvements or alterations to a Condominium Unit that do not impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the Unit, subject to the approval of the Developer as provided in Section 6.3 of the Bylaws during the Development Period, and thereafter subject to the approval of the Association.

## ARTICLE XI

### UNIT BOUNDARY RELOCATIONS

**11.1 Unit Boundary Relocation.** If the Developer is the owner of adjoining Condominium Units and desires to relocate the boundaries between those Units, then the Developer may, without the consent of other Co-owners or the Association, amend this Master Deed to relocate such boundaries as desired by the Developer. If nondeveloper Co-owners owning adjoining Units, or a nondeveloper Co-owner and Developer owning adjoining Condominium Units desire to relocate the boundaries between those Units, then the Board of Directors of the Association will, upon written application of the Co-owners, accompanied by the written approval of all mortgagees of record of the adjoining Units, forthwith prepare or cause to be prepared an amendment to this Master Deed duly relocating the boundaries.

**11.2 Master Deed Amendment.** An amendment to this Master Deed relocating Unit boundaries will identify the Condominium Units involved; will state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof; will contain conveyancing between those Co-owners; will reassign the aggregate percentage of value assigned to those Condominium Units in Article V between those Condominium Units if necessary to reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project; and will be executed by the Co-owners of the Units involved. The Association will execute and record any amendment by the Association relocating Unit boundaries after notice given pursuant to Section 12 1(j) and

payment of the costs and expenses of the amendment by the Co-owners requesting the amendment as required by Section 12.1(k).

## ARTICLE XII AMENDMENT

**12.1 Amendment.** Except as otherwise expressly provided in this Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibits A and B be amended, except as follows:

(a) **No Material Change.** Amendments may be made without the consent of Co-owners or mortgagees by the Developer during the Development Period, and thereafter by the Association, as long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of (i) a modification of the types and sizes of unsold Units and their appurtenant Limited Common Elements, (ii) correcting survey or other errors, (iii) making minor changes to the boundaries of the Project and/or (iv) facilitating mortgage loan financing for existing or prospective Co-owners and to enable or facilitate the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veteran's Administration, the Department of Housing and Urban Development, any other agency of the federal government or the State of Michigan and/or any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

(b) **Material Change.** Amendments may be made by the Developer during the Development Period, and thereafter by the Association, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the votes of the Co-owners and mortgagees. A Co-owner will have one (1) vote for each Unit owned (including, as to the Developer, all Units created by the Master Deed not yet conveyed). A mortgagee will have one (1) vote for each Unit mortgaged to the mortgagee. The required two-thirds (2/3) vote will be two-thirds (2/3) of the number of Units increased by the number of Units subject to mortgages. The required votes may be achieved by written consent of the required two-thirds (2/3) of the Co-owners and mortgagees or, as to nondeveloper Co-owners, by consent established by the vote of the Co-owner by any voting method described in Article VIII of the Bylaws.

(c) **Time Limitations.** Amendments to extend and/or eliminate the six year time periods for Developer amendments to expand, contract and/or convert contained in Sections 6.2, 7.2 and 8.1 may be made by the Developer, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees (determined as provided in paragraph (b) of this Section) or by the Association after the Transitional Control Date acting through its Board of Directors without any additional consent of Co-owners and mortgagees beyond the consent reflected in paragraph (h) of this Section.



(d) **Legal Compliance.** Amendments may be made without the consent of Co-owners or mortgagees by the Developer, even if such amendment will materially alter or change the rights of the Co-owners or mortgagees, to achieve compliance with the Act or with rules, interpretations or orders promulgated by the Administrator pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(e) **Required Co-owner Consents.** The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

(f) **Developer Rights to Amend.** The restrictions contained in this Article XII on amendments will not in any way affect the rights of Developer as set forth elsewhere in this Master Deed, such as in Articles IV, VI, VIII, IX, X and XI.

(g) **Consolidating Master Deed.** A Consolidating Master Deed will be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of documents all successive stages of development. The Consolidating Master Deed, when recorded, will supersede the previously recorded Master Deed and all amendments thereto. The Consolidating Master Deed may incorporate by reference all or any pertinent portions of this Master Deed, as amended, and the Exhibits hereto, or, at the election of the Developer, may restate any or all of the provisions of this Master Deed, as amended, and the Exhibits hereto, deleting provisions or parts of provisions that have been superseded, or whose effectiveness has expired, or which benefit the Developer. If no expansion, contraction or conversion of the Condominium Project occurs, no Consolidating Master Deed need be recorded.

(h) **Power of Attorney.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably and unanimously consent to the Developer and/or the Association making any amendment or amendments authorized by this Master Deed to be made by the Developer or the Association respectively, including the Consolidating Master Deed, and to any reallocation of percentages of value determined by the Developer or the Association to be necessary in conjunction with such amendment or amendments. All such interested persons by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer and/or the Association as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed authorized to be made by the Developer or the Association respectively, and all ancillary documents necessary to effectuate such amendments.

(i) **Developer Consent.** This Master Deed may not be amended during the Development Period without the written consent of the Developer. This Master Deed may never be amended without the written consent of the Developer if the amendment

would cause the termination or expiration of any rights to enforce the Condominium Bylaws or of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements and rights to create easements created and reserved in such documents).

(j) **Notice.** Co-owners and mortgagees of record in Washtenaw County, Michigan will be notified of proposed amendments not less than ten days before the amendment is recorded.

(k) **Costs.** A person causing or requesting an amendment to the Condominium Documents will be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

(l) **Recording.** All amendments will be effective upon recording in the office of the Washtenaw County Register of Deeds.

(m) **Binding.** A copy of each amendment to the Master Deed will be furnished to every Co-owner. However, any amendment to the Master Deed that is adopted in accordance with this Article will be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

**ARTICLE XIII**

**ASSIGNMENT**

**13.1 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 Developer to any other entity or person or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing duly recorded in the Office of the Washtenaw County Register of Deeds.

IN WITNESS WHEREOF, the Developer has duly executed this Master Deed on the day and year first above written.

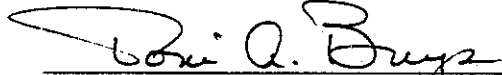
WITNESSES:

Paula M. Lewison  
Paula M. Lewison  
Ioni A. Buys  
Ioni A. Buys

HEATHERWOOD OF ANN ARBOR,  
L.L.C., a Michigan limited liability company  
By: Harold J. Kloosterman  
Harold J. Kloosterman  
Its Authorized Member

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF KENT )

On this 24<sup>th</sup> day of April, 1996, before me, a Notary Public in and for said County, appeared Harold J. Kloosterman, to me personally known, who being by me duly sworn, did say that he is the authorized member of Heatherwood of Ann Arbor, L.L.C., a Michigan limited liability company, which executed the within instrument; that said instrument was signed and sealed in behalf of said company by authority of its members, and Harold J. Kloosterman further acknowledged said instrument to be the free act and deed of said company.



Toni A. Buys, Notary Public, Ionia Co., MI

Acting Notary Public, Kent County, MI

My Commission Expires: 5/1/98

This Master Deed Drafted By:  
KEITH P. WALKER, ESQ.  
McSHANE & BOWIE, P.L.C.  
1100 Campau Square Plaza  
99 Monroe Avenue, N.W.  
P.O. Box 360  
Grand Rapids, MI 49501-0360  
(616) 732-5000

Return to draftsman after recording.

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