

RECORDED

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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

MASTER DEED
OF
ROLLING RIDGE I

A SINGLE FAMILY RESIDENTIAL CONDOMINIUM
LIVINGSTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 134

This Master Deed is made and executed this 21st day of January 1998, by THE SELECTIVE GROUP, INC., a Michigan corporation (hereinafter referred to as the "Developer"), whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334.

WITNESSETH:

WHEREAS, Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit A and 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 thereon, and the appurtenances thereto, as a condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.)

NOW, THEREFORE, upon the recording hereof, Developer establishes Rolling Ridge I as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as Rolling Ridge I, Livingston County Condominium Subdivision Plan No. 134. The architectural plans and specifications for each Residence of the Condominium will be filed with the Township of Genoa. The number, boundaries, dimensions and volume of each Unit in the Condominium are set forth in the Condominium

Subdivision Plan attached hereto as Exhibit B. Each Unit is capable of individual use, having its own access to a Common Element of the Condominium or directly to a public road. Each Co-owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated in the Master Deed. Co-owners shall have voting rights in the Rolling Ridge I Association as set forth herein and in the By-Laws and Articles of Incorporation of such Association.

ARTICLE II

LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land in the Township of Genoa, Livingston County, Michigan, described as follows:

Part of the Northeast 1/4 of Section 5, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as:

Commencing at the East 1/4 corner of Section 5; thence along the east line of said Section 5 and the centerline of Latson Road (proposed 60 ft. 1/2 right-of-way), N 02°11'05" E (previously described as N 02°11'26" E), 357.72 feet; thence N 87°48'55" W, 60.00 feet, to the POINT OF BEGINNING; thence continuing N 87°48'55" W, 432.00 feet; thence S 67°11'28" W, 221.21 feet; thence S 79°15'18" W, 156.47 feet; thence N 88°40'53" W, 302.01 feet; thence S 57°10'55" W, 167.78 feet; thence S 02°12'56" W, 147.99 feet; thence along the East-West 1/4 line of Section 5, N 88°41'15" W, 1024.85 feet; thence N 24°27'49" E, 219.79 feet; thence Northwesterly on an arc right, having a length of 99.41 feet, a radius of 197.00 feet, a central angle of 28°54'41", and a long chord which bears N 51°04'51" W, 98.35 feet; thence N 53°22'30" E, 113.32 feet; thence N 06°58'31" W, 42.81 feet; thence N 02°09'07" E, 161.01 feet; thence N 64°28'03" E, 166.48 feet; thence N 57°23'08" E, 77.60 feet; thence N 73°33'32" E, 42.09 feet; thence S 89°09'23" E, 360.88 feet; thence N 84°37'14" E, 95.30 feet; thence N 70°10'31" E, 97.60 feet; thence N 28°37'46" W, 128.67 feet; thence Northeasterly on an arc left, having a length of 55.54 feet, a radius of 263.00 feet, a central angle of 12°06'02", and a long chord which bears N 55°19'13" E, 55.44 feet; thence N 49°16'12" E, 231.94 feet; thence along the centerline of the Latson Road Drain, a 40 foot wide Easement for Storm Drainage as recorded in Liber 1291 on Page 157 of the Livingston County Records on the following three (3) courses: 1) S 41°36'18" E (recorded as S 43°55'35" E), 34.37 feet; 2) S 76°56'00" E (recorded as S 79°15'17" E), 370.25 feet; 3) S 80°22'38" E (recorded as S 82°41'55" E), 837.96 feet; thence along the West line of Latson Road, S 02°11'05" W, 189.90 feet; thence S 87°48'55" E, 60.00 feet; thence along the East line of Section 5 and the centerline of Latson Road, S 02°11'05" W, 120.00 feet; thence N 87°48'55" W, 60.00 feet; thence along the West line of Latson Road, S 02°11'05" W, 124.97 feet to the POINT OF BEGINNING.

Part of Tax Parcel #11-05-200-001-201-47070

All of the above containing 32.12 acres, more or less, and including the use of the existing Latson Road (proposed 60 foot 1/2 right-of-way) and subject to said Latson Road Drain as recorded in Liber 1291 on Page 157 of the Livingston County Records. All of the above being subject to an Easement for Storm Water Detention, as recorded in Liber 2058 Page 99 of the Livingston County Records and subject to easements, restrictions and right-of-ways of record, including the easements, restrictions, exceptions and agreements set forth in Article VII below.

ARTICLE III

DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and By-Laws of Rolling Ridge I Association are defined as follows:

- (a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.
- (b) "Association" means Rolling Ridge I Association, the Michigan nonprofit corporation, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- (c) "By-Laws" means Exhibit A hereto, which are the By-Laws required for the Condominium and also the By-Laws required for the Association as a non-profit corporation.
- (d) "Common Elements" means the portions of the Condominium other than the Condominium Units.
- (e) "Common Facilities" means the facilities described in Article XIII of this Master Deed that may be built for the common use and enjoyment of the Co-owners and the owners of residences constructed within the area located immediately south of the Condominium; said area (the "Rolling Ridge II Area") being legally described below in Article XIII.
- (f) "Condominium" means Rolling Ridge I as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.
- (g) "Condominium Documents", wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.
- (h) "Condominium Site", "Condominium Unit", "Site" or "Unit" means the volume of space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto and all structures and improvements within such space.

(i) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(j) "Co-owner" or "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. Developer is a Co-owner as long as Developer owns one or more Units.

(k) "Developer" means The Selective Group, Inc., a Michigan corporation, and its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance or other documentation expressly so states.

(l) "Development and Sales Period" means the period beginning on the date this Master Deed is recorded and continuing for as long as Developer holds for sale any Unit within the Project, as it is currently constituted and as said Project may be expanded pursuant to Article X hereof.

(m) "Future Expansion Area" means the land described in Article X, below, some or all of which may be added to the Condominium in one or more amendments of this Master Deed.

(n) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(o) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(p) "Limited Common Element Yard Area" means the area immediately surrounding a Unit as designated on the Condominium Subdivision Plan, which is limited in use to the Unit which it immediately surrounds.

(q) "Master Deed" means this document to which the Condominium By-Laws and Condominium Subdivision Plan are attached as exhibits.

(r) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of this Condominium.

(s) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(t) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

(u) "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Building Envelope on a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

(v) "Structure" means any residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, inground swimming pool, or any other improvement of a permanent or substantial nature constructed within the perimeter of a Unit.

(w) "Transitional Control Date" means the date on which the 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.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

(a) The General Common Elements are:

(1) The land (excluding any part thereof included in the Units described in Article VI below and on the Plan) and beneficial easements, if any, described in Article VII hereof, including any walking trails, sidewalks located within the road right-of-way, and landscaped and open areas, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements or are dedicated to the appropriate governmental agency having jurisdiction thereover.

(2) The split rail fence (and any replacement thereof) installed on the land located north and south of Snowden Lane and between the current Latson Road right-of-way and the easterly boundary of the Condominium, any landscaping installed within those areas, and the bicycle trail to be constructed for public use within the easements across those areas described in Article VII below; except to the extent that any of the foregoing are in the future dedicated to the Livingston County Road Commission or such other appropriate governmental agency.

(3) The roads throughout the Condominium, designated on the Plan so long as neither the Developer nor the Association has dedicated the roads to public use through the acceptance of such a dedication by the Livingston County Road Commission,

or any other governmental entity. Developer intends to dedicate the roads in the Condominium to public use as soon as practical after the recordation of this Master Deed, and Developer has reserved the right and power to dedicate the roads in Article VII of this Master Deed.

(4) The storm water drainage system throughout the Condominium, including the below-ground and above-ground systems, and the electrical, gas, water, if any, sanitary sewer, storm sewer, telephone, plumbing and cable television, if any, networks or systems throughout the Condominium, including the portion of such networks or systems contained within Units to the extent that the portion within the Unit is a main that also services other Units. (Leads connecting utility mains to Residences built within Units are not Common Elements.) Some or all of the utility lines, systems, and mains described above may be owned by the local public authority or by the company that is providing the appurtenant service. Accordingly, such utility lines, systems and mains shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty with respect to the nature or extent of such interest, if any.

(5) The wetland areas and detention basin areas, as shown on the Plan.

(6) All beneficial utility and drainage easements.

(7) All lighting located on General Common Elements.

(8) The entrance areas to the Condominium, boulevards and cul-de-sac islands (to the extent not dedicated to the Livingston County Road Commission or other appropriate governmental agency).

(9) Any sprinkler system(s) installed by the Developer to serve general common lawn areas.

(10) The location of all sidewalks will be within the General Common Element Areas and/or the road right-of-way, as determined by the Developer, in accordance with the approved site plan for the Project, as the same may be amended from time to time. The Developer will install a portion of the sidewalks to be located adjacent to open areas and/or other areas which are not abutting Units or Limited Common Element Yard Areas. The remainder of the sidewalks will be installed within the right-of-ways of the roads (Snowden and Stratton Lanes) constructed within the Condominium by the builders of the Residences within the Units, in connection with and at the same time as each Residence is constructed. No walkways installed within a Unit or a Limited Common Element Yard Area will be considered as a General Common Element.

(11) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit or the Limited Common Element Yard Area.

(b) The Limited Common Elements are the areas depicted on the Plan as Limited Common Elements and are limited to the use of the Co-owners of the Units to which such Limited Common Elements are assigned on the Plan. Each Unit has a Limited Common Element Yard Area, as shown on the Condominium Subdivision Plan, which is limited in use to the Unit which it immediately surrounds.

(c) The respective responsibilities for the maintenance, repair and replacement of all Common Elements shall be as follows:

(1) The Association shall maintain, repair and replace all General Common Elements, and the expense thereof shall be assessed to the Co-owners in proportion to the Percentages of Value stated in Article VI hereof, subject to any provision of the Condominium Documents expressly to the contrary.

(2) It is anticipated that separate Residences will be constructed solely within the Units as depicted on the Plan. Various appurtenances to such Residence may extend into the Limited Common Element Yard Areas surrounding the same only with the prior approval of the Developer and/or Association and the Co-owner must also obtain all necessary Township approvals. The responsibility for, and the costs of maintenance, decoration, repair and replacement of a Residence and all other improvements within each Unit and appurtenant Limited Common Element Yard Area shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the structure, exterior color or appearance of any Residence and any other improvements within a Unit or appurtenant Limited Common Element Yard Area shall not be constructed or changed without the prior written specific approval of such construction or change from the Developer (and/or the Association, as the case may be), as more fully set forth in Article VI of the By-Laws. The Residences and other improvements within each Unit and Limited Common Element Yard Areas shall conform in all respects to the architectural and building specifications and use restrictions provided in the By-Laws, this Master Deed, the rules and regulations, if any, of the Association and applicable ordinances of the Township of Genoa.

(3) Each Co-owner shall maintain, repair and replace all Limited Common Elements and all Limited Common Element Yard Areas, appurtenant to the Co-owner's Unit. In connection with any amendment made by the Developer pursuant to Article IX hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owners expense or, in proper cases, at the Association's expense.

(4) The cost of Repair of damage to a Common Element caused by a Co-owner, or family member or invitee of a Co-owner, shall be assessed against the Co-owner.

(d) The cost of maintenance and repair (including snow removal) of any sidewalk(s) bordering a Limited Common Element Yard Area and located in the road right-of-way shall be

the responsibility of the Co-owner of the Unit to which the Limited Common Element Yard Area is appurtenant. Each Co-owner's responsibility for replacement of such sidewalk(s) shall only exist to the extent not undertaken by the Livingston County Road Commission. (Such sidewalks shall be for public use, even though the burden of maintenance, repair and replacement shall be borne by the Co-owner entitled to use and enjoy the bordering Limited Common Element Yard Area. The Livingston County Road Commission may, but is not obligated to take responsibility for replacement of these sidewalks.) The Co-owner of each Unit shall also bear responsibility for maintaining, repairing and replacing (i) the grass and landscaping, including street trees, located in the part of the road right-of-way lying between the boundary of the Limited Common Element Yard Area appurtenant to the Co-owner's Unit and the curb of the road and (ii) that part of the driveway approach installed for the use of the Unit that extends into the road right-of-way to connect to the road. This provision shall not be construed to require replacement of mature street trees with equivalent trees.

(e) The cost of maintenance and repair (including snow removal) of any sidewalk(s) bordering a General Common Element area and located in the road right-of-way shall be the responsibility of the Association. The Association's responsibility for replacement of such sidewalk(s) shall only exist to the extent not undertaken by the Livingston County Road Commission. The Association shall also be responsible for maintaining, repairing and replacing any and all portions of the split-rail fence (or replacement thereof) and the bicycle path described above in paragraph (a)(2) of this Article IV.

(f) The cost of maintenance, repair and replacement of mailboxes shall be the responsibility of the Association.

ARTICLE V

USE OF PREMISES

Each Unit shall only be used for residential purposes. All Residences, Structures and other improvements constructed in the Unit and appurtenant Limited Common Element Yard Area shall comply with the terms, provisions and conditions of this Master Deed and the Condominium By-Laws. No person shall use any Unit, Limited Common Element Yard Area, or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Condominium.

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium initially consists of 83 residential Units. The Developer has reserved the right to expand the Condominium to contain a maximum of up to 163 Units, as more fully set forth in Article X hereof. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan as prepared by Boss Engineering, a copy of which is attached

hereto as Exhibit B. Each Unit shall include all that space contained within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the Value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred (100%) percent. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing one hundred (100) by the number of Units included in the Condominium. The method and formula used by Developer to establish the foregoing Percentages was to determine that the expenses incurred by the Association in connection with the Units should be approximately equal.

ARTICLE VII

EASEMENTS, RESTRICTIONS, EXCEPTIONS AND AGREEMENTS

The Condominium is subject to the following easements, restrictions, exceptions and agreements:

(a) Developer (on its behalf and on behalf of its successors or assigns) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water detention areas, all of which easements shall be for the benefit of the Future Expansion Area described herein, whether or not such Future Expansion Area is hereafter added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successors or assigns. These easements shall run with the land in perpetuity, and shall survive the six (6) year period for adding the Future Expansion Area to the Condominium. Developer has no financial obligation to support such easements, except that any dwelling unit using the roads, if such dwelling unit is not included within the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the portion of the road which is used, which share shall be determined pro rata according to the total number of dwelling units using such portion of the road.

(b) Developer intends to, and by recordation of this Master Deed reserves the right and power to, dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for Residences in one hundred (100%) percent of the Units in the Condominium, including all Units located within any portion of the Future Expansion Area added to the Condominium, the foregoing rights and powers may be exercised

by the Association. Upon dedication of the roads in the Condominium, the rights-of-way for said roads, including the landscaping, trees and sidewalks located therein (including sidewalks installed by Co-owners as required by Article IV above) shall be owned by the Livingston County Road Commission.

(c) Upon approval by and affirmative vote of not less than fifty one (51%) percent of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

(d) Developer also reserves the right and power to grant easements over, or dedicate portions of any of the Common Elements for utility, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After certificates of occupancy are issued for Residences in one hundred (100%) percent of the Units in the Condominium, the foregoing right and power may be exercised by the Association.

(e) With respect to Common Elements appurtenant to or located near Units, the Developer has or will create the following easements identified on the Condominium Subdivision Plan:

(1) "Clear vision easements" across portions of the Limited Common Element Yard Areas appurtenant to Units 36, 37, 38, 46, 67, 68 and 74 prohibiting construction, installation or maintenance of any improvement or landscaping within the easement that would create a safety hazard by limiting or blocking the view of the roads within the Condominium; said clear vision easements being subject to expansion to pursuant to paragraph (s) below to include portions of Limited Common Element Yard Areas appurtenant to additional Units;

(2) A 40-foot wide easement across the General Common Element area located between the respective Limited Common Element Yard Areas appurtenant to Units 13 and 14 for ingress and egress to the Condominium roads by emergency vehicles;

(3) Easements for storm drainage across the General Common Element areas located between the respective Limited Common Element Yard Areas appurtenant to Units 65 and 66, Units 67 and 68, and Units 82 and 83; and

(4) Easements for storm drainage across portions of the Limited Common Element Yard Areas appurtenant to Units 2 through 21, both inclusive, and Units 75 and 76.

This list of easements is not all inclusion nor shall it be construed to limit the right to create easements reserved by the Developer in subparagraph (d) above.

(f) If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and the land, Residences and improvements contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines.

(g) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and the Developer prior to the First Annual Meeting), in, on and over all Units, for access to the Units and the exterior of each of the Residences and appurtenances that are constructed within each Unit to conduct any activities authorized by this Master Deed or the Condominium By-Laws.

(h) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof (or any portion of the Future Expansion Area described in Article X, hereof, which may be added to the Condominium from time to time), to fulfill its responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Project) and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

(i) Within all reserved easements for construction, installation and maintenance of public utilities, including drainage facilities, as shown on the Plan, unless necessary approvals are obtained from the Township of Genoa, the County of Livingston and any other appropriate governmental authority, and except for the paving necessary for each Residence's driveway, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water drainage in and through the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Unit once established by the builder upon completion of construction of the Residence thereon. The easement area of each Unit and all improvements in it shall be maintained (in a presentable condition continuously) by the Unit Co-owner, except for those improvements for which a public authority or utility company is responsible, and the Unit Co-owner shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines

and facilities therein. Except as may be otherwise provided herein, each Unit Co-owner shall maintain the surface area of easements within the Co-owner's Unit, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

(j) The architectural and building specifications and use restrictions set forth in Article VI of the By-Laws govern the development and use of each Unit in the Condominium along with the provisions of this Master Deed and the Condominium Subdivision Plan. All improvements made within any Unit, including the construction of a Residence and any other Structure, and the use and occupancy thereof, shall comply fully with the architectural and building specifications and use restrictions established by Article VI of the By-Laws. The terms, provisions, restrictions and conditions of Article VI of the By-Laws are incorporated fully herein by this reference.

(k) The Developer hereby conveys a permanent easement to the Township of Genoa for the conservation of the wetland areas and wetland buffer areas designated on the Condominium Subdivision Plan as "Easement for Wetland Preservation". The regulated wetland areas encumbered by said easement shall be preserved in their natural state by the Association.

(l) Land located between the current west right-of-way line of Latson Road and the east boundary of the Condominium and north and south of Snowden Lane has been excluded from the land committed to the Condominium by the recording of this Master Deed. The Developer, for itself and its successors or assigns, grants a permanent, non-exclusive easement for ingress and egress across and over this land to all Co-owners and their tenants, guests, and invitees. The Developer has the right to convey and dedicate the land burdened by this easement to the Michigan Department of Transportation or the County of Livingston Road Commission, or any other appropriate governmental agency, without the necessity of obtaining any consent or approval from the Co-owners, Mortgagees or the Association, and, furthermore, upon such conveyance the easement rights granted herein shall automatically terminate.

(m) The Association shall have a permanent, non-exclusive easement across the land situated between the Latson Road right-of-way and the east boundary of the Condominium for the purpose of performing the maintenance, repair and replacement obligations imposed upon the Association in Article IV, subparagraph (e) above with respect to the split-rail fence (or any subsequent fence) and the bicycle path installed within that area. Unless and until the road identified on the Condominium Plan as Snowden Lane is dedicated to the Livingston County Road Commission or some other governmental entity, the easterly 33 feet of Snowden Lane shall be subject to an existing public easement for the current Latson Road right-of-way.

(n) The property upon which the Condominium is located is known as the "Lorentzen PUD" and is subject to a Planned Unit Development Agreement, which has been recorded with the Livingston County Register of Deeds in Liber 2038, Page 39, Livingston County Records (the "PUD Agreement"). The PUD Agreement includes certain development restrictions and requirements, which are binding on the Developer and all Co-owners in the Condominium, to the extent applicable.

(o) Developer reserves the right to establish a permanent, nonexclusive easement for the use of the walking paths or trails installed within the General Common Element areas of the Condominium by the owners of the dwelling units which may be constructed by the Developer or Developer's affiliate within the Rolling Ridge II Area (legally described in Article XIII below) and the tenants, guests and invitees of such owners. If the Rolling Ridge II Area is developed as a residential condominium as currently planned and if the Township so requires, the easement created pursuant to this provision shall be a reciprocal easement in that it shall also provide the Co-owners of Units in this Condominium (and their tenants, guests and invitees) the right to use such walking paths or trails as may be installed within the general common elements which may be established in the residential condominium development planned for the Rolling Ridge II Area. Nothing in this provision shall be deemed to impose any obligation upon the Developer or its affiliates to proceed with the development of the Rolling Ridge II Area.

(p) Certain lands in the Project have been designated for surface water accumulation in connection with the proposed drainage easements and the establishment of a Chapter 18 Drainage District. All such lands shall continue to be used in such a manner so as to facilitate the proper drainage of the Project and shall be subject to a perpetual and permanent easement (the "Drainage Easement") in favor of the Livingston County Drain Commissioner, the County of Livingston and the Latson Road Drainage District administered by the Livingston County Drain Commissioner (collectively referred to as "Grantee"), and Grantee's successors, assigns and transferees, in, over, under and through the drainage easements as shown on the Condominium Subdivision Plan, which Drainage Easement(s) may not be amended or revoked except with the written approval of Grantee, and which contains the following terms and conditions and grants the following rights:

(1) The Drainage Easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities, storm drains, or related appurtenances, in any size, form, shape or capacity;

(2) The Grantee shall have the right to sell, assign, transfer or convey this Drainage Easement to any other governmental unit;

(3) No Co-owner in the Condominium Project shall build or convey to another any permission to build any permanent structures on the said Drainage Easement; No Co-owner in the Condominium Project shall build or place on the area covered by the Drainage Easement any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely effect the rights of Grantee under said Drainage Easement;

(4) The Grantee and its agents, contractors and designated representatives shall have right of entry on and gain access to the Drainage Easement property and shall repair and restore, in a timely manner, the Drainage Easement property to its condition

immediately prior to such entry. Subject to Grantee's obligation to repair and restore the Drainage Easement property, all Co-owners in the Condominium Project release Grantee and its successors, assigns and transferees from any and all claims to damages to the Drainage Easement property in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise arising from or incident to the reasonable exercise by Grantee of its rights under the said Drainage Easement, and all Co-owners covenant not to sue Grantee for damages consistent with the release provisions contained herein.

(5) The Grantee and Grantee's successors or assigns shall have the right to add additional land, including, without limitation, the Rolling Ridge II Area, to the Latson Road Drainage District without the consent of any Co-owner, mortgagee or any other party having an interest in a Unit. Any and all such added land shall benefit from the Drainage Easement created to fulfill the purposes of the aforesaid drainage district.

The rights granted to the County of Livingston, the Livingston County Drain Commissioner and/or the Latson Road Drainage District and their successors and assigns, under this subparagraph may not be amended without the express written consent of the Grantee hereunder. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the Grantee, its successors and assigns.

(q) Developer, either directly or through any affiliated entity, shall have the right, but not the obligation, to create a permanent, non-exclusive easement for the benefit of the Co-owners and their tenants, guests and invitees over and across the area referred to in Article XIII as the "Rolling Ridge II Area" to provide for ingress and egress to and for the use of the common recreational facilities which may be constructed within the Rolling Ridge II Area as described below in Article XIII. Nothing in this provision shall be construed to impose any obligation on the Developer or its affiliates or assigns to create the easement described herein or to proceed with the development of the Rolling Ridge II Area or to construct any specific improvements within that area. However, if the Developer or an affiliate or assign of the Developer constructs the common facilities described in Article XIII and creates the easement described herein, all Co-owners shall automatically become members of any separate association that may be established to administer the aforesaid facilities and all Co-owners shall be required to contribute to the assessments required for the maintenance, repair and replacement of said facilities as described in Article XIII below and Article II, Section 12 of the By-Laws.

(r) Developer reserves the right to establish a 20-foot wide, permanent, non-exclusive easement for the extension of sanitary sewer lines under the General Common Element open area situated between the Limited Common Element Yard Areas appurtenant to Units 13 and 14 as shown on Sheet 3 of the Plan.

(s) Developer reserves the right to expand and enlarge the easements described above by amending this Master Deed and the Plan attached as Exhibit "B" pursuant to the right

of amendment reserved in Article VIII, subparagraph (c) without the consent of any Co-Owner or Mortgagee.

ARTICLE VIII

AMENDMENTS

This Master Deed and any Exhibit hereto may be amended in the following manner:

(a) Amendments may be made and recorded by Developer or by the Association.

(b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and Mortgagees of the Units (unless a greater majority is specified in the Condominium By-Laws). A Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

(1) To delete unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

(2) To amend the Condominium By-Laws, subject to any restrictions on amendments stated therein;

(3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium By-Laws;

(4) To clarify or explain the provisions of the Master Deed or its exhibits;

(5) To comply with the Acts or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith;

(7) To expand the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith and to make any other amendment expressly permitted by this Master Deed;

- (8) To make, define or limit easements affecting the Condominium;
- (9) To record an "as-built" Condominium Subdivision Plan and/or Consolidating Master Deed; and
- (10) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed and on the Plan in the event the roads in the Condominium are dedicated to public use to the Livingston County Road Commission, or any other governmental agency or to comply with the requirements of any governmental agency; provided, however, that no such amendment may alter the size of any Unit without the consent of the Co-owner and Mortgagee of the affected Unit.

(d) Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit to others, 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. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

(e) Any amendment to this Master Deed which materially affects the rights or conditions imposed on the Project by the Township of Genoa shall require the prior written consent of the Genoa Township Board, which consent may not be unreasonably withheld.

ARTICLE IX

CONVERTIBLE AREAS

(a) The Common Elements and all Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted and created as provided in this Article IX. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements therefor. The maximum number of units in the Condominium, including those that may be established within the Future Expansion Area, may not exceed 163 units.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(d) The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) All modifications to Units and Common Elements made pursuant to this Article IX shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of one hundred (100%) percent for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in Percentages of Value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX.

(f) The approval of Genoa Township shall be required prior to the conversion of the Common Elements and/or Units hereunder, which approval will not be unreasonably withheld.

ARTICLE X

FUTURE EXPANSION OF CONDOMINIUM

The Condominium is established as an expandable Condominium in accordance with the provisions of this Article.

(a) Developer (on its behalf and on behalf of its successors and assigns, and no other third party, unless assigned in writing by the Developer), reserves the right, but does not undertake any obligation, to expand the Condominium. Except as set forth herein, no other person or entity may exercise the right to expand the Condominium.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article X. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed or the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium and Developer may, in its discretion, establish all or a portion of the Future Expansion Area described below as a rental development, a separate condominium, or any other form of development. These provisions give notice to all persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of amendment shall be required.

(c) The Developer's right to expand the Condominium shall expire six (6) years after the initial recording of this Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Future Expansion Area") is referred to in the Plan as the proposed Future Expansion Area, and is situated in the Township of Genoa, Livingston County, Michigan, being more specifically described as follows:

Part of the Northeast ¼ of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows:

Commencing at the East ¼ Corner of Section 5; thence along the East line of Section 5 and the centerline of Latson Road, N 02° 11' 05" E (previously described

as N 02°11'26" E), 784.76 feet, to the POINT OF BEGINNING; thence along the centerline of the Latson Road Drain, a 40 foot wide Easement for Storm Drainage as recorded in Liber 1291 on Page 157 of the Livingston County Records on the following three (3) courses: 1) N 80°22'38" W (recorded as N 82°41'55" W), 898.47 feet, 2) N 76°56'00" W (recorded as N 79°15'17" W), 370.25 feet, 3) N 41°36'18" W (recorded as N 43°55'35" W), 34.37 feet; thence S 49°16'12" W, 231.94 feet; thence Southwesterly on an arc right, having a length of 55.54 feet, a radius of 263.00 feet, a central angle of 12°06'02", and a long chord which bears S 55°19'13" W, 55.44 feet; thence S 28°37'46" E, 128.67 feet; thence S 70°10'31" W, 97.60 feet; thence S 84°37'14" W, 95.30 feet; thence N 89°09'23" W, 360.88 feet; thence S 73°33'32" W, 42.09 feet; thence S 57°23'08" W, 77.60 feet; thence S 64°28'03" W, 166.48 feet; thence S 02°09'07" W, 161.01 feet; thence S 06°58'31" E, 42.81 feet; thence S 53°22'30" W, 113.32 feet; thence Southeasterly on an arc left, having a length of 99.41 feet, a radius of 197.00 feet, a central angle of 28°54'41" and a long chord which bears S 51°04'51" E, 98.35 feet; thence S 24°27'49" W, 219.79 feet; thence along the East-West ¼ line of Section 5, N 88°41'15" W, 259.79 feet, to the Center of Section 5; thence along the North-South ¼ line of Section 5, N 02°08'25" E, 1325.04 feet (previously described as N 02°08'46" E, 1325.47 feet); thence S 89°10'29" E, 1286.20 feet, (previously described as S 89°09'44" E, 1286.03 feet); thence S 88°45'15" E, 1284.34 feet (previously described as S 88°44'51" E, 1284.51 feet); thence along the East line of Section 5 and the centerline of Latson Road, S 02°11'05" W (previously described as S 02°11'26" W), 552.73 feet, to the POINT OF BEGINNING; Containing 37.20 acres, more or less.

(e) The Future Expansion Area may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Future Expansion Area may be added to the Condominium.

(f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Future Expansion Area, and Developer reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the Condominium, and the approved site plan for the Project, as the same may be amended. By way of illustration, and not as a limitation on Developer, the Developer has the right to create larger units in the Future Expansion Area, which may or may not contain Limited Common Element Yard Areas, and/or to create a portion of the Units as attached units.

(g) The number of Units which Developer reserves the right to establish, all or in part, upon the Future Expansion Area is up to 80 units, for a maximum of up to 163 Units which may be included in the Condominium (including the Units now shown on the Plan).

(h) All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and

compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any structure erected on any portion of the Future Expansion Area added to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

(j) There are no restrictions as to types of Condominium Units which may be created upon the Future Expansion Area except that such Units must comply with state law, local ordinances and the requirements of building authorities.

(k) Developer may create Limited Common Elements upon the Future Expansion Area and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of the Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Future Expansion Area and/or improvements to the Condominium.

(m) Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred (100%) percent for the entire Condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(n) Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of expansion of the Condominium, not later than one hundred eighty (180) days after completion of construction, a Consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded Consolidating Master Deed shall be provided to the Association.

ARTICLE XI

CONTRACTION OF CONDOMINIUM

(a) As of the date this Master Deed is recorded, the Developer intends to dedicate to public use the roads and road rights-of-way shown on the Condominium Plan. Developer therefore reserves the right to withdraw from the Condominium that portion of the land described in Article II that consists of the Condominium roads and road rights-of-way as the same are shown on the Condominium Plan. At the option of the Developer, within a period ending no later than six (6) years from the date of recording this Master Deed, the land included in the

Condominium may be contracted to withdraw from the Condominium roads and road rights-of-way dedicated to public use.

(b) In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land described in Article II that is dedicated to public use as a road and/or road right-of-way. The withdrawal of such land pursuant to this Article XI shall be effected by an amendment of the Master Deed as provided in subparagraph (d) below and by a single conveyance of all roads and road rights-of-way in the Condominium to the Livingston County Road Commission (or other appropriate governmental unit with appropriate jurisdiction).

(c) Apart from satisfying any governmental conditions to dedication of the road and road rights-of-way, there are no restrictions on Developer's right to contract the Condominium as provided in this Article XI.

(d) The consent of any Co-owner shall not be required to contract the Condominium or to dedicate the roads and road rights-of-way to public use. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to dedicate the roads and road rights-of-way in the Condominium to public use or to thereafter contract the Condominium as herein provided. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) The right to withdraw land from the Condominium reserved in this Article shall also apply to and shall be exercised in the same manner with respect to any portion of the Future Expansion Area added to the Condominium pursuant to Article X above.

ARTICLE XII

ASSIGNMENT

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

ARTICLE XIII

ROLLING RIDGE COMMUNITY/Common Facilities

The Developer intends, but is not obligated, to construct certain recreational facilities, including a swimming pool and club house (the "Common Facilities"), within the residential condominium development planned for the Rolling Ridge II Area. The master deed and related documents recorded to establish that development (hereinafter referred to as "Rolling Ridge II Condominium") may assign responsibility for administration, maintenance, repair and replacement of the Common Facilities to the condominium association established to administer the affairs of Rolling Ridge II Condominium or, alternatively, the Developer may establish a separate community association as a non-profit corporation under the laws of the State of Michigan for that purpose. (Notwithstanding any of the foregoing, nothing in this Master Deed or the attached Exhibits shall create an obligation of any sort for the development of the Rolling Ridge II Area by Developer or any of its affiliates .)

The Rolling Ridge II Area comprising the land to be included in Rolling Ridge II Condominium is legally described as follows:

Part of the Northeast 1/4 and Southeast 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows:

Beginning at the East 1/4 Corner of Section 5; thence along the East line of Section 5 and the centerline of Latson Road, S 02°11'26" W, 387.96 feet; thence N 87°39'25" W, 1284.65 feet; thence N 02°12'56" E, 364.86 feet; thence N 02°12'56" E, 147.99 feet; thence N 57°10'55" E, 167.78 feet; thence S 88°40'53" E, 302.01 feet; thence N 79°15'18" E, 156.47 feet; thence N 67°11'28" E, 221.21 feet; thence S 87°48'55" E, 492.00 feet; thence along the East line of Section 5 and the centerline of Latson Road, S 02°11'05" W (previously described as S 02°11'26" W), 357.72 feet, to the POINT OF BEGINNING; containing 19.85 acres, more or less

The Common Facilities described in this Article XIII may be used by the owners and tenants, guests, and invitees of the owners of (a) Units within the Condominium, including any Units established within the Future Expansion Area; (b) any residence constructed within any part of the Future Expansion Area not included in the Condominium; and (c) any residence constructed within Rolling Ridge II Condominium or such other development as may be constructed within the Rolling Ridge II Area by the Developer or its affiliate. If the Developer or an affiliate of the Developer develops the Rolling Ridge II Area, Developer, either directly or through an affiliate, intends, but is not obligated, to create easements for ingress and egress to and for the use of the Common Facilities by those identified herein as permitted users of said facilities in the condominium documents or such other documents as may be recorded in the records of Livingston County in connection with the development of the Rolling Ridge II Area.

If Developer (or an affiliate or assign of the Developer) constructs the Common Facilities and creates the above described easements for the use of said facilities, all Co-owners of Units in the Condominium (and all other owners of residences entitled to use the Common Facilities) will automatically be granted membership in any community association established to administer the Common Facilities and such membership will be required (not voluntary). Whether imposed by a community association specifically established for the purpose of administering the Common Facilities or by the condominium association established for Rolling Ridge II Condominium, assessments required for the cost of maintaining, repairing and replacing the Common Facilities shall be charged and paid on a pro rata basis by the Co-owners of Units and all others entitled to use the Common Facilities as described in this Article XIII. Such assessments may be assessed directly to the Co-owners of Units or to the Condominium Association. Pursuant to Article II, Section 12 of the attached Bylaws, all such assessments shall constitute a lien upon the assessed Unit if not paid when due and whatever association is authorized to collect said assessments shall have all of the remedies provided in the Bylaws for collection of unpaid assessments imposed by the Association with respect to this Condominium, including, without limitation, the right to record notices of lien against the affected Unit and the right to foreclose such liens by advertisement and/or to commence judicial action to collect such assessments.

Whether administered by the condominium association established in connection with the development of the Rolling Ridge II Area or by a separate community association, the Co-owners of Units shall have a vote on the operation and management of the Common Facilities equal in weight to their pro-rata share of the costs of administration and maintenance of said facilities. Disputes regarding the use, administration, repair and replacement of the Common Facilities shall be subject to arbitration pursuant to a provision similar to Article III of the Bylaws for this Condominium, which provision shall be included in the bylaws of the condominium or community association that administers the Common Facilities. If the condominium association established in connection with the development of the Rolling Ridge II Area administers the Common Facilities, the books and records pertaining to the administration, operation, repair and replacement of said facilities shall be kept separate from the books and records pertaining to that association's other operations and shall be made available upon reasonable notice and at reasonable times to all owners entitled to use the Common Facilities, including all Co-owners.

The Developer has no legal obligation to construct the Common Facilities or to create easements that would permit the use of such facilities, but reserves the right to do so without the prior consent of any Co-owner, Mortgagee or any other person or entity interested in the Project or the Future Expansion Area, from time to time. Assessments to cover the costs of maintenance, repair and replacement of the Common Facilities will not be charged until the Common Facilities are constructed and operational, although the purchasers of Units may be charged an initial assessment at the time of closing on a Unit for the establishment of a reserve account for the maintenance, repair and replacement of the Common Facilities, once constructed.

ARTICLE XIV

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS 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 Sections 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.

(a) By Developer. Until the First Annual Meeting, Developer reserves the sole right, (without the consent of any other Co-owner or any mortgagee of any Unit) to take the following actions:

(1) Subdivide Units. Subdivide or re-subdivide any Units which it owns and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or re-subdivision 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 Developer, its successors or assigns.

(2) Consolidate Contiguous Units. Consolidate under single ownership two or more Units. Such consolidation 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.

(3) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries 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.

(4) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the 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.

(5) Conformity with Laws and Ordinances. All actions taken under this Article XIV must comply with all applicable laws and ordinances, including, without limitation, any approvals required by the Township of Genoa.

(b) Limited Common Elements. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

WITNESSES:

SIGNED BY:

Bernice Yerdick
BERNICE YERDICK
Renee A. Williams
Renee A. Williams
STATE OF MICHIGAN)
: ss
COUNTY OF OAKLAND)

THE SELECTIVE GROUP, INC.,
a Michigan corporation

By: W.T. Stapleton
WILLIAM T. STAPLETON
Its: President

The foregoing instrument was acknowledged before me this 21 day of January, 1998, by WILLIAM T. STAPLETON, the President of THE SELECTIVE GROUP, INC., a Michigan corporation, on behalf of the corporation.

Cassandra L. Hurley
NOTARY PUBLIC
County of Oakland, State of Michigan
My Commission Expires: CASSANDRA L. HURLEY
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXP. 02/15/2001
ACTING IN Oakland COUNTY

PREPARED BY AND WHEN RECORDED RETURN TO:

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