

RECORDED

2003 JUN 17 P 12:42

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX
LIENS or TITLES held by the state or any
individual against the within description,
and all TAXES are same as paid for five
years previous to the date of this instrument
or appear on the records in this
office except as stated.6-12-03 *Dianne H. Hardy*
Dianne H. Hardy, Treasurer
Sec. 185 Act 268, 1893 as Amended
Taxes not examined

8196

LIVINGSTON COUNTY RECORDS

304
2014MASTER DEED
COPPERLEAF CONDOMINIUMRecorded in Liber 3974,
Pages
677 through 775, Livingston
County Records, on 6-17,
2003.

This Master Deed is made and executed on this 12 day of May, 2003, by DeMaria Building Company, Inc., a Michigan Corporation, (hereinafter referred to as "Developer"), of 45500 Grand River Ave., Novi, Michigan 48376, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Copperleaf as a Condominium Project under the Act and does declare that Copperleaf (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses,

11-34-400-001

limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the land and the Developer, and the Developer's successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Copperleaf, Livingston County Condominium Subdivision Plan No. 274. The Condominium Project is established in accordance with the Act and in accordance with the laws of the Genoa Township and the approved engineering plans therefor are on file with said Township. The architectural plans for all dwellings and other improvements to be constructed within the Project must be approved by the Genoa Township and thereafter will be filed with the Genoa Township. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is a residential building site capable of individual utilization on account of having its own entrance and exit to and from the Unit to and from the General Common Elements of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project. To the extent that structures have been constructed on Unit 1 which may not conform to the provisions hereof, those structures shall be permitted to remain and to be renovated and maintained in substantial conformity as they may exist prior to the recording hereof. In the event that such structures are demolished, any replacement structures shall be in conformity with the provisions hereof. Except with regard to such grandfathered structures, the remaining provisions of this Master Deed and the related ByLaws of Copperleaf shall apply to Unit 1. Other than Unit 1, as grandfathered, none of the Units of Cooperleaf shall have direct access to Cunningham Lake Road

ARTICLE II

LEGAL DESCRIPTION

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

PART OF THE SOUTHEAST 1/4 OF SECTION 34, T2N-R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE S 1/4 CORNER OF SAID SECTION 34; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 34, N 02°41'59" W, 2667.75 FEET; THENCE ALONG THE EAST-WEST 1/4 LINE N 87°18'03" E, 691.12 FEET; THENCE ALONG THE WEST LINE OF MYSTIC HILLS SUBDIVISION NO. 2, A SUBDIVISION AS RECORDED IN LIBER 18 OF PLATS ON PAGES 28-33 OF THE LIVINGSTON COUNTY RECORDS, S 02°48'50" E, 703.22 FEET, (PREVIOUSLY RECORDED AS S 02°31'12" E, 704.80 FEET,) TO A FOUND CONCRETE MONUMENT; THENCE ALONG THE SOUTH LINE OF SAID MYSTIC HILLS SUBDIVISION NO. 2, N 86°23'52" E, 649.62 FEET, (PREVIOUSLY RECORDED AS N 86°52'43" W, 650.00 FEET,) TO A FOUND CONCRETE MONUMENT; THENCE ALONG THE WEST LINE OF SAID MYSTIC HILLS SUBDIVISION NO. 2, S 02°36'30" E, 801.63 FEET, (PREVIOUSLY RECORDED AS S 02°31'12" E, 802.86 FEET); THENCE S 87°30'39" W, 1.10 FEET; THENCE ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, S 02°39'47" E, 494.59 FEET; THENCE S 86°21'00" W, 307.73 FEET; THENCE S 03°41'05" E, 666.14 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION 34 AND THE CENTERLINE OF CUNNINGHAM LAKE ROAD, S 86°53'39" W, 1043.15 FEET, TO THE POINT OF BEGINNING, CONTAINING 66.91 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING CUNNINGHAM ROAD, ALSO SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE MICHIGAN COORDINATE SYSTEM OF 1983 (M.C.S. 83-94) SOUTH ZONE GOVERNMENT CORNER COORDINATES ARE MICHIGAN COORDINATE SYSTEM SOUTH ZONE AS DEFINED IN ACT 154 OF PUBLIC ACTS OF 1988.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Copperleaf Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Copperleaf as a condominium. Wherever used in such documents or any other pertinent

instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means Copperleaf Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

Section 4. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Copperleaf as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Copperleaf, as a Condominium Project established in conformity with the provisions of the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or

more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Copperleaf as a completed Condominium Project and shall reflect the Project as finally configured and surveyed. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Livingston County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded. Further, in the event that there is no need to modify the terms of the Master Deed or Bylaws and if the only changes are revisions to the Condominium Subdivision Plan, then there shall be no need to re-record the Master Deed and/or Bylaws but any such revisions may be reflected by the recording of an amendment for the purpose of evidencing the locations of Units, Common Elements and utilities as actually built.

Section 11. Developer. "Developer" means DeMaria Building Company, Inc., who has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the

first Unit conveyance, or (ii) 120 days after 75% of the Units which may be created are sold, whichever first occurs.

Section 14. Township. "Township" means the Genoa Township and/or its duly authorized officers and agencies as may be applicable from time to time.

Section 15. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 16. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Copperleaf, as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units. Each Unit shall be co-extensive with an entire lot within the meaning of the Township ordinances and shall extend beyond its related building envelope to the full limit of its perimeter lot lines as depicted on the Condominium Subdivision Plan.

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

There shall be no division of any unit where the resulting units would utilize individual onsite sewage disposal and/or water supply systems.

ARTICLE IV

COMMON ELEMENTS

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

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

(a) Land. The land described in Article II hereof, and including other common areas, if any, not identified as Units or Limited Common Elements.

(b) Roads, Entrance Area, Traffic Islands. All roads (including both their paved areas and the adjoining rights of way), and other surface improvements not identified as Limited Common Elements together with the Entrance Area and Traffic Islands depicted on the Condominium Subdivision Plan and all signage installed by the Developer and/or the Association in connection therewith. [NOTE: All structures and improvements that are now or hereafter located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-Owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.]

(c) Easements. All beneficial easements, if any, now existing or created after the recording hereof which benefit the Condominium Premises as a whole.

(d) Electrical. The electrical transmission mains throughout the Project, up to the point of lateral connections for Unit service, together with common lighting for the Project if any is installed. The Developer presently intends to install a street lights in some portion or portions of the project. There is no obligation on the part of the Developer to install any particular common lighting but Developer reserves the right to do so, either within the Common Elements or within any one or more Units. Any common lighting installed within a Unit and designated as such by the Developer shall be maintained, repaired and replaced by the Association except that the costs of electrical power consumption therefor shall be paid by each Co-owner to whose Unit such designated common light is metered. Any street lighting or other lighting installed within the General Common Elements shall be metered to and paid by the Association unless the Developer determines otherwise.

(e) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service.

(f) Gas. The gas distribution system throughout the Project up to the point of lateral connections for Unit service.

(g) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service.

(h) Storm Water Drainage System. The Storm Water Drainage System including any drainage areas and/or apparatus depicted as such on the Condominium Subdivision Plan.

(i) Open Space Areas. The Open Space Areas designated as such on the Condominium Subdivision Plan.

(j) Wetlands Areas. The Wetlands Areas designated as such on the Condominium Subdivision Plan.

(k) Pedestrian Path System. The Pedestrian Path System, including such trails, benches as gazebos as may from time to time be placed, designated as such on the Condominium Subdivision Plan.

(l) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project. Developer reserves the right to establish such mailbox system as Developer may elect or as may be required to be installed by a public authority or service agency having jurisdiction and, to that end, may establish an individual mailbox system or may consolidate or cluster the same in such manner as Developer may deem appropriate. If mailboxes are clustered, the Developer or the Association may designate individual compartments in the clustering structure or structures as Limited Common Elements or may assign or reassign the same from time to time for use by Co-owners on an equitable basis without such designation. Developer also reserves the right, in its discretion, to install street signs, traffic control signs, street address signs and other signage at any location or locations as Developer deems appropriate within the General Common Element road rights of way.

Section 2. Limited Common Elements. Limited Common

elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are, to the extent any of the following are located outside the boundaries of a Condominium Unit, driveways, mailboxes, and any other improvements constructed by Developer and designated Limited Common Elements pursuant to Article VI below. All such Limited Common Elements shall be shown on amendments to the Condominium Subdivision Plan as provided in Article VII below.

Section 3. Co-owner Responsibilities. The responsibility for construction, and the costs of maintenance, decoration, repair and replacement of any and all improvements located within a Unit and appurtenant Limited Common Elements, if any, shall be borne by the Co-owner of the Unit which is served thereby; provided however that the exterior appearance of such improvements and appurtenant Limited Common Elements, if any, to the extent visible from any General Common Element in the Project, shall be subject at all times to the approval of the Association. In connection with any amendment made by Developer pursuant to Article VII hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owner expense.

The responsibilities set forth above shall be in addition to all such responsibilities set forth in Article VI hereof or elsewhere in the Condominium Documents.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. Each unit shall be used for single family residential purposes only.

ARTICLE V

UNIT DESCRIPTIONS, AND PERCENTAGES OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Copperleaf as prepared by Boss Engineering and attached hereto as Exhibit B. Each Unit shall consist of the space located within the Unit boundaries as delineated on Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each of the Units is equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of the Units in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI

EASEMENTS

Section 1. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit. Easements for wells, septic tanks and drainage fields shall be granted within the common areas including in the Village Green areas, traffic islands and other common areas. The wells, septic tanks and drain fields installed for each Unit within the boundaries of each unit shall be privately owned by the Co-owners thereof, as is true of all improvements made thereon, and the Association shall have no responsibility to perform maintenance, repair or replacement of improvements made on Condominium Units. The wells, septic tanks and drain fields installed for each Unit outside the boundaries of each unit shall be owned by the Co-owners, provided however that it shall be the obligation of the owner of the Unit to perform all maintenance, repair or replacement of the wells, septic tanks or drainage fields located within the common areas. When repairs are made, it shall be the responsibility of the Owner performing repairs to restore the surface of the common area to the condition that existed prior to such repair. Otherwise it shall be the obligation of the Association to maintain the surface of such common areas as is true of all common areas.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes or other lawful purposes as may be nec-

essary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefited thereby.

Section 3. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility agencies or companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents.

Section 4. Utility Easements and Locations of Utility Installations. Various utility installations exist within the Units and are depicted on the Condominium Subdivision Plan. Perpetual easements exist and are hereby created in this Master Deed and otherwise in favor of all Units and the Owners thereof for the continued existence, maintenance, repair and replacement of such utilities, whether located above or below ground. Also, other utility mains (including, without limitation, natural gas, electric and telephone conduits) may be installed by or at the instance of Developer across all Units to serve some or all other Units in the Condominium. Developer reserves the right to create all such easements and to install or cause to be installed any and all utilities within and across all Units in such locations as Developer may elect, in Developer's sole and absolute discretion and, further, to tap into, extend and enlarge such utilities as may be necessary, in Developer's judgment. All Units shall be convertible by Developer to any extent necessary to create General Common Elements and easements in furtherance of the rights reserved in this Section 5.

Section 6. Easements for Storm Drainage. There shall exist easements over all Units for purposes of providing storm water drainage and retention or detention as designated on the Condominium Subdivision Plan. No Co-owner shall disturb the grade or otherwise modify the areas within such easements in any way so that the storm water drainage designed for the Condominium Premises shall be unimpeded. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials located within any open storm drainage easement areas lying within such Co-owner's

Unit except as the same may be necessitated by the actions of the Association or any public agency having jurisdiction in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities.

Section 7. Emergency Vehicle Access Easement. There shall exist for the benefit of the Township or other emergency or public service agency or authority, an easement over all Roads and Drives in the Condominium for use by the emergency and/or service vehicles of the Township or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

Section 8. Private Road. The private roads referred to in Article IV, Section 1 (b) above will be maintained, replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the Condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs.

Any special assessments that may evolve from the future paving of said roads shall be borne in equal proportions by the Owners of all Units that may be created in the Condominium and owners of any residences or building sites that may be constructed or developed on the parcels of land described in Articles VI and VII of this Master Deed.

The Easement granted for the future road construction at the west end of Shady Knoll may not be overwritten or revoked by the Developer or the Association without the approval of Genoa Township. However, neither the Developer nor the Association shall be required to incur any expense with regard to the construction thereof, all such expense being incurred by the entity seeking to make the connection to this development.

Section 9. Storm Water Drainage System. The costs of maintenance, repair and replacement of the Storm Water Drainage System of the Condominium shall be borne by the Association unless and until easements therefor have been duly granted to the Livingston County Drain Commissioner and the responsibility

for such maintenance, repair and replacement shall have passed to the public agency having jurisdiction; PROVIDED, HOWEVER, that the cost and responsibility for any mowing and/or other landscaping of the Storm Water Retention Areas shall at all times, before and after dedication of easements, be that of the Association.

Section 10. Open Space Areas and Access Thereto. All areas within the Condominium other than the Units, Roads and drives shall be deemed to be Open Space Areas. The Open Space Areas as designated on the Condominium Subdivision Plan shall be retained predominantly in their natural, scenic and open space condition, subject to such recreational uses as are provided for in Article VI, Section 6 of the Bylaws and prohibiting any use that will significantly impair or interfere with the natural and scenic values of the Open Space Areas as a part of an ecologically sensitive system of uplands, meadowlands, woodlands, wetlands, ponds and streams. Their use shall perpetually be subject to the covenants, conditions and restrictions set forth herein and in said Bylaws. There shall exist easements for pedestrian access by all Co-owners to the Open Space Areas over the Pedestrian Path System depicted as a General Common Element on the Condominium Subdivision Plan. The costs of maintenance and/or restoration of the Open Space Areas of the Condominium shall be borne by the Association.

If the Association fails to provide adequate maintenance of the Open Space and common elements and the Township determines that the lack of proper maintenance constitutes a public nuisance, then the Township, after appropriate notice, the Township may perform the Maintenance and assess such cost to the Association.

Section 11. Future Easements Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land adjoining the Condominium or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. The 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 Premises shall be borne by all such persons proportionately based upon the ratio of the number of residential dwellings located upon the adjoining land to the total number of residential dwellings sharing the utilities.

Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities and roads 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 an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Livingston County Records. All Co-owners and mortgagees of Units and other persons interested in the Project from time to time to be deemed to have irrevocably and unanimously consented to an amendment, or amendments of this Master Deed to effect the foregoing easement or transfer of title.

Section 12. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 13. Other Easements. The Project (including each Unit) shall be subject to certain easements as shown in Exhibit B, attached.

ARTICLE VII

AMENDMENT

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

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner of such Unit. The Developer may, without such consent, modify the Unit and Limited Common Elements appurtenant to any Unit to make adjustments for survey error or to take into account topographic conditions of the Unit or the Limited Common Elements of the Unit or as elsewhere herein provided.

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

Section 3. By Developer. Pursuant to Section 90 (1) of the act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event mortgagee consent shall be required as provided in Section 2 of this Article.

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

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 100% of non-Developer Co-owners.

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

Section 7. Amendments for Secondary Market Purposes. The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable 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 Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

Section 8. Township Approval. Any amendment to this Master Deed (whether by the Developer or the Association) including but not limited to any modification of the Common Areas, Unit configurations or setbacks shown on Exhibit B, attached must be approved by Genoa Township.

ARTICLE VIII

DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

Section 1 Consensus for Association Litigation. Except as provided in this Section, the Association shall not commence a judicial or administrative proceedings without the prior approval of at least seventy-five (75%) percent of the Voting Members. A Voting Member representing Units owned by Persons other than himself shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners holding seventy-five (75%) percent of the total votes attributable to Units in the Neighborhood represented by the Voting Member. This Section shall not apply, however, to (a) actions brought by the Association to enforce provisions of this Deed (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless

such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 2 Alternative Method for Resolving Disputes.
Developer, the Association, its officers, directors, and committee members, all Persons subject to this Deed and any Person not otherwise subject to this Deed who agrees to submit to this Article (collectively, "Bound Parties"), agree to encourage the amicable resolution of disputes involving the Properties without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to use good faith efforts to resolve those claims, grievances or disputes using the procedures set forth in Section 3 hereof before of filing suit in any court.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 3 hereof:

- (a) any suit by the Association against any Bound Party to enforce the provisions regarding Association Finances;
- (b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions this Deed;
- (c) any suit between Owners which does not include Developer or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;
- (d) any suit in which any indispensable party is not a Bound Party; and
- (e) any suit which otherwise would be barred by any applicable statute of limitations.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set for in Section 3 hereof.

Section 3

- (a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent")

(collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

1. the nature of the claim, including the Persons involved and Respondent's role in the Claim;
2. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
3. Claimant's proposed remedy; and
4. that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation.

1. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.
2. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in resolving the dispute by negotiation, if the Association is not a Party and the Board, in its discretion, believes its efforts will be beneficial to the Parties and to the welfare of the community.

(c) Mediation.

1. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days within which to submit the Claim to the mediation pursuant to the provisions of the Michigan Rules of Civil Procedure.
2. If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to

Persons not a Party to the foregoing proceedings.

3. Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(d) Arbitration.

1. If the Parties do not resolve the Claim through mediation, the Claimant shall have thirty (30) days following termination (as determined by the mediator) of the mediation proceedings ("Termination of Mediation") to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in as established by the American Arbitration Association or the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to Persons not a Party to the foregoing proceedings.
2. Unless the Parties agree in writing to be bound by the arbitrator's decision (the "Award") prior to the commencement of arbitration proceedings under the foregoing paragraph, any Party shall be free to reject the Award and sue in any court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal.

Section 4 Allocation of Costs of Resolving Claims.

- (a) Each party shall bear all of its own costs incurred prior to and during the proceedings described in Section 3(a), (b) and (c), including the fees of its attorney or other representatives. Each party shall share equally all charges rendered by the mediator(s) pursuant to Section 3(c).

- (b) Each Party shall bear all of its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 3(c) and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs"), except as otherwise provided in this subsection.

If any of the Parties rejects the Award and pursues a judicial resolution under Section 3(d)(2), and the final judgment is either the same as the Award or more advantageous to any nonrejecting Party, each such nonrejecting Party shall be entitled to recover its Post Mediation Costs from the rejecting Party. If there is more than one rejecting Party, such nonrejecting Party's Post Mediation Costs shall be allocated pro rata among all rejecting Parties.

Section 5 Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 3 and any Party thereafter fails to abide by the terms of such Agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 4. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' and paralegals' fees and court costs.

ARTICLE IX

GENERAL PROVISIONS

Section 1 Duration. The covenants and restrictions of this Deed shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Architectural Control Committee, Developer (at all times) and the Owner of any land subject to this Deed, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Deed is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Units subject hereto has been recorded, agreeing to revoke said

covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

Section 2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Deed shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3 Enforcement. Without limiting the generality hereof, enforcement of these covenants and restrictions shall be accomplished by any proceeding in arbitration, at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Units to enforce any lien created by this Master Deed; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4 Interpretation. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or constriction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

Section 5 Severability. Invalidity of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 6 Effective Date. This Deed shall become effective upon its recordation in the Public Records of the County.

Section 7 Amendment. In addition, but subject, to any other manner herein provided for the amendment of this Deed, the covenants, restrictions, easements, charges and liens of this Deed may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed solely by Developer, for so long as it or its affiliate

holds title to any unit or Units or any of the Properties affected by this Deed and prior to the time Members other than Developer elect the majority of the members of the Board of the Association, or alternatively, by an instrument signed by the President of the Master Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least 66-2/3% of the votes (which number of votes is set forth in the Articles) Members represented at a duly called meeting thereof, provided that so long as Developer or its affiliates is the Owner of any Unit or any of the Properties affected by this Deed, Developer's consent must be obtained if such amendment, in the sole opinion of Developer, affects its interest.

Section 8 Conflict. This Deed shall take precedence over conflicting provisions in the Articles of Incorporation, Bylaws and any rules and regulations of the Association and said Articles shall take precedence over the Bylaws and the rules and regulations.

Section 9 Standards for Consent, Approval and Other Actions. Whenever this Deed shall require the consent, approval, completion, substantial completion, or other action by Developer, or its affiliates, the Association or the Architectural Control Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of Developer or Association, as appropriate.

Section 10 Easements. Should the intended creation of any easement provided for in this Deed fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant

or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 11 No Public Right or Dedication. Nothing contained in this Deed shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

Section 12 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit and/or Unit or other property located on or within the Properties, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Unit, Units or other property.

Section 13 Notices and Disclaimers as to Community Systems. Developer, the Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. Developer, THE ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, NOTIFY AUTHORITIES OF FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT Developer, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF Developer OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANTS PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services through the Community Systems agrees that Developer, the Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an interruption of security service

or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the Community Systems further agrees for himself, the Owner's grantees, tenants, guests, invitees, licensees, Member Permittees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents or employees, the liability, if any, of Developer, the Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and 00/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer, the Association or any franchisee, successor or designee of any of same or any Operator. Further, in no event will Developer, the Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

Section 14 Certain Reserved Rights of Developer with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Deed, and without such provision limiting the generality hereof, Developer hereby reserves and retains to itself:

- (a) the title to any Community Systems and a perpetual easement for the placement and location thereof;
- (b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission

source(s) as Developer may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the City, for which service Developer shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Ordinances of the Township); and

- (c) the right to offer from time to time monitoring/alarm services through the community Systems.

Neither the Association nor any officer, director, employee, committee member or agent (including any management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Deed) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Deed or otherwise as required or permitted by law.

Section 15 No Representations or Warranties. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY Developer OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTIES, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE DEVELOPMENT, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS Deed OR IN DOCUMENTS WHICH MAY BE FILED BY DEVELOPER FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIM, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS AND/OR UNITS (WHETHER FROM THE Developer OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Section 16 Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 19.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representative, successors and

assigns) that these covenants and restrictions shall run with the Properties and with title to the Properties. Without limiting the generality of Section 5 hereof, if any provision or application of this Deed would prevent this Deed from running with the Properties as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Properties; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Properties as aforesaid) be achieved.

Section 17 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF the Properties ARE HEREBY PLACED ON NOTICE THAT Developer OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, PERFORMING CONSTRUCTION ACTIVITIES WITHIN OR IN PROXIMITY TO the Properties. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF the Properties, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO the Properties WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) Developer AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF the Properties HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO Developer TO SELL, CONVEY, LEASE OR ALLOW THE USE OF THE APPLICABLE PORTION OF the Properties.

Section 18 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Members as hereinafter provided. The Association shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Members for a vote along with the notice of the proposed

litigation. The budget shall be based upon an estimate of the total cost of the litigation made by the attorney being retained by the Association for the litigation. The Association shall assess all Owners (other than Developer) by Special Assessment for the total estimated costs and fees of the proposed litigation and no funds from Common Assessments or capital contributions may be used for such purpose. Both the proposed litigation, the budget and the assessment for the litigation must be approved by a vote of the Members representing seventy-five (75%) of the total votes of the Association. This Section shall not apply, however, to (a) actions brought by the Association against parties other than Developer to enforce the provision of this Deed (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by this Deed or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above. Any amendment of this Section shall also require the approval of Developer in writing.

Section 19 Genoa Township Ordinances. Nothing herein shall be deemed or interpreted to supercede, permit violations of or otherwise amend the Ordinances of the Township of Genoa which shall remain in full force and effect. This Master Deed shall be interpreted in such a fashion as to be consistent therewith.

ARTICLE X.

DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 1 Disclaimer of Liability of Association.
NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF the Properties INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

- (a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR

REGULATE THE USES OF the Properties HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF the Properties AND THE VALUE THEREOF;

- (b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF MICHIGAN, THE COUNTY, THE City, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND
- (c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF THE ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF the Owner's ACCEPTANCE OF TITLE TO the Owner's UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF the Properties (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF Developer, WHICH SHALL BE FULLY PROTECTED HEREBY.

ARTICLE XI.

ADDITIONAL RIGHTS OF DEVELOPER

Section 1 General. Notwithstanding any other provision in this Deed to the contrary, Developer, shall have, in addition to its other rights, the rights described below in Paragraphs (a) through (f). There is hereby created and reserved a blanket easement for Developer and its assigns to enable them and (to the extent authorized in writing by Developer) Builders to

exercise those rights free of any interference by the Association, by any Neighborhood Association or by any Owner:

- (a) The right to execute all documents and take all actions affecting any portion of the Properties owned or controlled by it which, in its sole discretion, are desirable or necessary to effectuate or facilitate the development of Cooperleaf.
- (b) The right to plat, re-plat, subdivide and re-subdivide any portion or portions of the Properties or to seek amendment to the Planned Unit Development Resolution for any portion or portions of the Properties owned or controlled by it;
- (c) The right to determine, in its sole discretion, the type of improvements, if any, to be constructed on any portion of the Properties and the Common Properties owned or controlled by it and the right to revise its plans concerning such improvements;
- (d) The right to construct and maintain, on any portion of the Properties or the Common Properties owned or controlled by it, any improvements it considers desirable (which right shall include, but not be limited to, a right of ingress and egress by any and all types of vehicles and equipment to, through, over and about the Common Properties during whatever period of time Developer or a Builder is engaged in any construction or improvement work on or within Town Commons as well as an easement for the parking and storage of materials, vehicles, tools, equipment and the like which are being utilized in such work), and the right to construct walks, drives, ramps and parking facilities and as a continuance of similar improvements located on portions of the Properties not owned or controlled by it even if doing so entails an encroachment upon the latter property;
- (e) The right to sell, lease and otherwise dispose of existing and planned Units (and portions thereof), which right shall include (though not be limited to) the right to construct and maintain sales offices and models on any portion of the Properties and Common Properties owned or controlled by it, to solicit and receive the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces on the Common Properties), and to place signs and other

promotional devices on any portion or portions of the Properties or Common Properties owned or controlled by it without regard to the size or aesthetic appeal of such signs or devices; and

- (f) The right to assign the foregoing rights, in whole or in part.

Section 2 Injunctive Relief for Interference. Developer and each assignee of Developer shall be entitled to injunctive relief for any actual or threatened interference with its or their rights under this Article, in addition to whatever remedies at law to which it or they might be entitled.

ARTICLE XII.

PROVISOS AS TO BUILDERS

Section 1 Preamble. In light of the benefits accruing to Developer, Owners and the Association by virtue of the orderly and efficient development of the Properties not only by Developer but also by independent Builders, this Article has been adopted to further such benefits as well as to cause this Deed to accurately and reasonably reflect the operations and needs of Builders.

Section 2 Voting and Assessments. All Builders shall be Members of the Association and shall have all rights, benefits, duties and obligations pertaining to such class of membership. A Builder shall have one (1) vote for each Unit owned by it and shall pay the same rate of assessment on each such Unit as would any other Member/Owner, provided, however, that in the event that a Builder owns a portion of the Properties which has not been platted or otherwise subdivided into Units, such property shall, for purposes of this Deed, be deemed to contain such number of Units as is provided in the Supplemental Deed subjecting the Builder's portion of the Properties to this Deed, if any (absent which the property shall be deemed to contain the number of Units permitted to be located thereon by applicable land use ordinances or approvals).

Section 3 Exemption from Architectural Control. For purposes of the exemption of Developer and its designees as set forth in Section 2 hereof, a Builder shall be deemed a designee of Developer and therefore exempt from architectural review/approval requirements if, but only if, the Builder is subject to deed or contractual restrictions imposed by Developer which govern matters such as plan approval and construction

activities. The foregoing exemption shall not, however, apply once the Builder has completed a Unit on a Unit and has received Developer's final approval thereof, the purpose hereof being to require the Architectural Control Committee's approval of any alterations of such construction once same are completed.

Section 4 Use Restrictions. In addition to the architectural control exemptions set forth in the immediately preceding Section, no Builder shall be deemed to be in violation of any of the other restrictions or requirements of this Deed by virtue of any activities which are normally and customarily associated with the construction of Units (or the development of land therefore) of the number, nature and type being constructed/developed by the Builder, including, without limitation, the construction and operation of a temporary sales office and/or model homes and the erection of signage. Notwithstanding the foregoing, no Builder may make any installations which, once installed, would constitute a violation of this Deed. By way of example only, the privileges granted to Builders hereunder may not extend to permit the installation of prohibited gas tanks, obstructions of visibility at intersections, window-mounted air conditioning units, exterior antennas or artificial vegetation. Further, notwithstanding the foregoing, all Builders shall be subject to the sign restrictions set forth herein (except for the required posting of building permits and similar documents).

ARTICLE XIII

STATUTORY RIGHT OF WITHDRAWAL

Notwithstanding anything to the contrary contained herein, if the Developer has not completed development and construction of the entire condominium project, including proposed improvements, whether identified as "must be built" or "need not be built" during a period ending 10 years from the date of commencement of construction by the developer of the project, the Developer, its successors or assigns shall have the right to withdraw from the project all undeveloped portions of the project without the prior consent of any co-owners, mortgagees of units in the project, or any other party having an interest in the project. If the master deed contains provisions permitting the expansion, contraction or rights of convertibility of units or common elements in the condominium project, the time period is 6 years from the date the Developer exercised its rights with respect to either expansion, contraction or rights of convertibility, which ever right is exercised last. The undeveloped portions of the project

withdrawn shall also automatically be granted easements for utility and access purposes through the condominium project for the benefit of the undeveloped portions of the project. If the developer does not withdraw the undeveloped portions of the project from the project before expiration of the time periods, such lands shall remain part of the project as general common elements and all rights to construct units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer units existing, a co-owner or the association of co-owners may bring an action to require revisions to the percentages of value pursuant to the relevant provisions of the Condominium Act.

ARTICLE XIV

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 XV

RESTRICTIONS IMPOSED BY LIVINGSTON COUNTY DEPARTMENT OF PUBLIC HEALTH

The following restrictions have been imposed upon the project by the Livingston County Department of Public Health. Such restrictions are not severable, shall not expire under any circumstances and shall not be altered or amended without the specific approval of the Livingston County Department of Public Health.

1. All wells shall be drilled by a Michigan licensed well driller and be drilled to a minimum depth ranging between 121 and 143 feet deep in a strata identified as grey sand.

2. The test wells used to determine onsite water supply adequacy have been drilled on Units 6, 20 and 45. If these wells are not used to deliver potable water supply to the Unit, then the test well must be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act.

3. Well access for Units 11, 12, 13, 29, 33 and 38 may be difficult due to steep slopes in the proposed well locations. Therefore, prior to issuance of any permit a detailed diagram must be submitted regarding access to these proposed locations.

4. There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.

5. The reserve septic locations as designated on the Exhibit B drawings must be maintained vacant and accessible for future sewage disposal uses.

6. The active and reserve septic areas have been prepared according to the information submitted by the Engineer for Units 8, 10, 15, 16, 19, 23, 29, 33 and 39. A detailed description, design specifications and "as built" drawings depicting the active and reserve prepared areas are on file with the Livingston County Department of Public Health.

7. The onsite sewage disposal systems for Units 1, 2, 4, 5, 6, 7, 8, 9, 11-14, 18, 20-22, 24, 25, 26, 27, 29, 31, 32, 35, 36, and 40-47 will require the excavation of slow permeable soils to a more permeable soil ranging between 3.5 to 10 feet in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.

8. Unit 23 will require the topsoil to be stripped and backfilled with a clean sharp sand to on and above the original grade. The bottom of the stone bed and sand fill shall be no deeper than 955.00 elevation.

9. The existing residence located on Unit 1 commonly known as 5743 Cunningham Lake Road does not need a replacement septic system at this time. Although when a replacement septic system is needed, it will be required that the then owner excavate and remove the slow permeable soils encountered at +/- 4 feet and replace them with a more permeable soil.

10. Unit 26 will require that the bottom of the stone be no deeper than 30 inches below the original grade.

11. Units 22, 23, 26 and 33 will require an enlarged system due to the heavy soil structure witnessed on these Units. The soil conditions are on file at the Livingston County Department of Public Health.

12. Individual Engineered site plans have been submitted for Units 17, 30 and 33. These Units shall be developed in accordance with these plans which are on file at the Livingston County Department of Public Health. Any changes from the original plans submitted will require an updated Engineered site plan to be submitted prior to the issuance of any permits.

13. A 2800 square foot area has been designated on each unit for the active and reserve sewage disposal systems to accommodate a typical four (4) bedroom single family home. Proposed homes exceeding four (4) bedrooms must show that sufficient area exists both for active and reserve sewage systems which meet all acceptable isolation distances.

14. There shall be no activity within the regulated wetlands unless any necessary permits have been obtained from the Michigan Department of Environmental Quality .

In witness whereof, the forgoing Master Deed is hereby adopted as and for the Master Deed of the Copperleaf by DeMaria Building Company, Inc. Developer this 12th day of May, 2003.

DeMaria Building Company,
Inc.

by [Signature]
Richard DeMaria, CEO

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 12th day of May, 2003 by Richard DeMaria, CEO, DeMaria Building Company, Inc., who declares such action to be the free and authorized action of said Corporation.

[Signature]

Notary Public, Oakland County

MI

My Commission Expires:

Instrument drafted by

D. Douglas McGaw

CHERYL A. SMITH
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Dec 17, 2006

and when recorded

return to:

D. Douglas McGraw 5435 Corporate Drive, Suite 275
Troy, Michigan

Recording Fee _____ Tax Parcel # _____
