

MAR 30 2 56 PM '89

MASTER DEED

EAST POINTE CONDOMINIUM

Wanda R Conway
REGISTER OF DEEDS

This Master Deed is made and executed on this 30th day of March, 1989, by DeWITT-ROWE, INC., a Michigan Corporation, hereinafter referred to as "Developer", whose post office address is Shanty Creek Road, Shanty Creek, Bellaire, Michigan 49615 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."

W I T N E S S E T H :

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 East Pointe Condominium as a Condominium Project under the Act and does declare that East Pointe Condominium (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, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives 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 East Pointe Condominium, Antrim County Condominium Subdivision Plan No. 36. The engineering and architectural plans for the Project were approved by, and are on file with Antrim County. The architectural plans for all dwellings and other improvements to be constructed within the Project must be approved by Antrim County and thereafter will be filed with Antrim County. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Condominium owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

DESCRIPTION

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

In the Township of Custer, Antrim County, Michigan; Beginning at the Northeast corner of Section 5, Town 29 North, Range 7 West; thence

South 1°18'40" West 744.95 feet (recorded as S0°16'W 744.95 feet) to the Northeast corner of Lot 102 of the recorded plat of EAST POINTE; thence along said plat the following courses: North 68°54'56" West 276.87 feet (recorded North 69°52'00" West 275.90 feet); North 27°02'00" West 176.00 feet; South 53°04'00" West 150.90 feet; North 19°20'30" West 69.25 feet; North 11°54'30" West 230.15 feet; North 03°49'00" West 175.00 feet; North 28°32'00" West 145.50 feet to the North line of said section; thence leaving said plat along the North line of said section South 88°19'48" East 627.74 feet to the point of beginning; being a part of the Northeast fractional 1/4 of the Northeast fractional 1/4 of Section 5, Town 29 North, Range 7 West, and

In the Township of Custer, Antrim County, Michigan; Commencing at the Northwest corner of Section 4, Town 29 North, Range 7 West; thence South 1°18'40" West along the West line of said section 744.95 feet (recorded as S0°16'W 744.95 feet) to the Northeast corner of Lot 102 of the recorded plat of EAST POINTE; thence South 0°16' West along the East line of said section, as monumented in the plat of EAST POINTE; 536.61 feet to the North eighth line; thence South 88°29'00" East along said eighth line 107.44 feet to the Easterly line of Deskin Drive in said plat of EAST POINTE, being the point of beginning; thence South 87°52'47" East along said eighth line, as monumented, 601.55 feet to the Southwest corner of property described in Deed Liber 278, Page 389, of Antrim County Records; thence North 01°46'21" East along said property line 311.73 feet; thence South 87°59'47" East along said property 575.92 feet to the West right of way of Shanty Creek Road; thence South 01°15'00" West 464.31 feet to the North line of said plat of EAST POINTE; thence North 88°29'00" West along said plat 197.85 feet to the Northwest corner of Lot 113 of said plat; thence South 01°30'00" West along said plat 159.06 feet; thence on a curve to the right 225.42 feet (radius is 93.42 feet, long chord bears S70°37'20"W 174.58 feet); thence North 37°58'36" West 106.71 feet; thence North 44°03'55" West 106.14 feet; thence South 52°03'51" West 40.00 feet to the Northernmost corner of Lot 104 of said plat of EAST POINTE; thence along said plat the following courses: on a curve to the right 89.85 feet, (radius is 118.22 feet, long chord bears South 59°18'40" West 87.70 feet); on a curve to the left 32.18 feet, (radius is 30.00 feet, long chord bears South 74°09'57" West 32.10 feet); North 64°13'15" West 78.90 feet; on a curve to the right 37.80 feet, (radius is 30.00 feet, long chord bears South 88°18'10" West 35.35 feet); on a curve to the left 84.20 feet, (radius is 614.00 feet, long chord bears North 59°31'13" West 84.15 feet); North 63°27'00" West 152.85 feet; on a curve to the right 224.65 feet, (radius is 485.41 feet, long chord bears North 50°11'30" West 222.65 feet); on a curve to the left 46.83 feet, (radius is 2092.03 feet, long chord bears North 37°34'29" West 46.83 feet), to the point of beginning; being a part of the West 1/2 of the Northwest fractional 1/4 of Section 4, Town 29 North, Range 7 West.

Together with easement for connection, access, ingress and egress recorded in Liber 337, Page 565, Antrim County Records.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of East Pointe 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 East Pointe Condominium 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 East Pointe 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 Non-profit 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, the Articles of Incorporation, 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 East Pointe Condominium as described above.

Section 7. CONDOMINIUM PROJECT, CONDOMINIUM OR PROJECT.

"CONDOMINIUM PROJECT", "CONDOMINIUM", or "PROJECT" means East Pointe Condominium 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. CONSOLIDATING MASTER DEED.

"CONSOLIDATING MASTER DEED" means the final amended Master Deed which shall describe East Pointe Condominium as a completed Condominium Project. Such Consolidating Master Deed, when recorded in the office of the Antrim County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. CONSTRUCTION AND SALES PERIOD.

"CONSTRUCTION AND SALES PERIOD", for the purposes of the condominium documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 11. CO-OWNER.

"CO-OWNER" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one (1) or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. DEVELOPER.

"DEVELOPER" means DeWitt-Rowe, Inc., a Michigan Corporation which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included

within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 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 all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 14. 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 15. UNIT OR CONDOMINIUM UNIT.

"UNIT" or "CONDOMINIUM UNIT" each mean a single Unit in East Pointe Condominium, 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.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit "B" attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached hereto as Exhibit "A" 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.** All of the land described in Article II hereof and in Exhibit B hereto together with beneficial easements described in Article II hereof and including riparian and littoral rights, if any, attributable to such land together with that easement for connection, access, ingress and egress referred to in Article II above.
- (b) **IMPROVEMENTS.** All roads, unassigned parking spaces, if any, and other surface improvements not identified as Limited Common Elements and not located within the boundaries of a Condominium Unit. Those structures and improvements that now or hereafter are 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) **ELECTRICAL.** The electrical transmission system throughout the Project up to, but not including, the electric meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

- (d) TELEPHONE. The telephone system throughout the Project up to the point of connection with each residential dwelling that may be hereafter constructed within the perimeter of a Unit.
- (e) GAS. The gas distribution system throughout the Project, if any, up to the point where the service is stubbed for connection with each residential dwelling that may be hereafter constructed within the perimeter of a Unit.
- (f) WATER. The water distribution system throughout the Project, if any, up to the point where the service is stubbed for connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.
- (g) SANITARY SEWER. The sanitary sewer system throughout the Project, if any, up to the point where the service is stubbed for connection with each residential dwelling that may be hereafter constructed within the perimeter of a Unit.
- (h) TELECOMMUNICATIONS. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to each residential dwelling that may be hereafter constructed within the perimeter of a Unit.
- (i) OTHER. Such other elements of the Project not herein designated as General or Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

Section 2. LIMITED COMMON ELEMENTS.

Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are the land so designated in Exhibit "B" to this Master Deed and to the extent any of the following are located outside the boundaries of a Condominium Unit, the garage, driveways, sidewalks, porches, courtyards, patio areas (together with any fences enclosing or partially enclosing any such courtyards or patio areas) and any other improvements constructed by Developer and designated Limited Common Elements pursuant to Articles VI and VII below. All such Limited Common Elements shall be shown on amendments to the Condominium Subdivision Plan, as provided in Articles VI and VII below.

Section 3. RESPONSIBILITIES.

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

- (a) CO-OWNER RESPONSIBILITIES. The responsibility for, and the cost of maintenance, decoration, repair and replacement of any and all dwelling unit exteriors, patio areas and courtyards appurtenant to each Unit as Limited Common Elements (but not the unimproved land which unimproved land shall be maintained and decorated by the Association, as hereinafter set forth), and additionally the costs of installation and maintenance of individual septic systems installed by a Co-owner on the Limited or General Common Elements shall be borne by the Co-owner of the Unit which is served thereby; provided however, that the exterior appearance of the dwelling exteriors, patio areas and courtyards, 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 VI or Article VII hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owner expenses.

- (b) ASSOCIATION RESPONSIBILITIES. The responsibility for and the cost of maintenance, repair and replacement of the dwelling exteriors, porches, walks and driveways shall be borne by the Co-owners; provided however, that if a majority of all Co-owners so agree in writing the costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above or in Article VI or Article VII hereof shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

The respective decoration, maintenance and replacement responsibilities set forth above shall be in addition to all such responsibilities set forth in Article VI hereof or elsewhere in the Condominium Documents.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. DESCRIPTION OF UNITS.

Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of East Pointe Condominium as surveyed by Nicholas B. DeYoung and attached hereto as Exhibit "B". Each Unit shall consist of the space contained within the Unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines and excluding therefrom any land.

Section 2. PERCENTAGE OF VALUE.

The percentage of value assigned to each Unit shall be equal at four point thirty-four (4.34%) percent except for Unit 23 which shall have a percentage value of four point fifty-two (4.52%) percent. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of the administration and the value of such Co-owner's vote at meetings of the Association. The total value of the project is one hundred (100%) percent.

ARTICLE VI

CONVERTIBLE AREA

Section 1. IMPROVEMENTS TO BE SHOWN.

Not all out-buildings, driveways, sidewalks, porches, courtyards, patio areas, fences, septic systems and sewers, water supply or other accessory improvements ancillary in nature or use to the residential dwellings to be constructed within the Units may have been shown on the original Condominium Subdivision Plan because it is impossible to identify and locate such accessory improvements until the architectural plans for the dwellings have been completed and the actual location of the various dwellings has been established within the perimeter of each Unit. Co-owners shall install and maintain in the manner set forth in

Exhibit "A" hereto, at Co-owner's sole cost and expense, individual septic systems and wells on the limited common elements appurtenant to each Unit in a manner then satisfactory to the Michigan Departments of Health and Natural Resources. Some units may be provided with such services by Watars Association, a Michigan non-profit corporation. Further, Developer may install an underground irrigation system, an exterior lighting system, a security system, architectural walls, fences and ornamentation and other similar systems and improvements designed and intended to benefit the entire Project, although Developer shall in no event be obligated to construct any such improvements. Until a decision is made as to the nature and extent of any such common systems and improvements as may be installed by Developer, it is impossible to identify and locate them on the Condominium Subdivision Plan. Developer therefore reserves the right to construct, install and locate any or all of the improvements identified above, and to reasonably adjust Unit boundaries to conform to actual construction of improvements upon the Unit pursuant to the provisions of Section 48 of the Act, and such other improvements as may be similar thereto in nature, regardless of whether intended to serve one Unit or more than one Unit, anywhere on the General Common Elements or anywhere on that portion of the land designated as Limited Common Element and to grant such easement or easements as may be reasonably necessary or desirable to accomplish the above including easements for ingress to and egress from such improvements, as hereinafter provided. Such changes in the Condominium Project or changes in Unit location shall be given effect by an appropriate amendment or amendments to this Master Deed.

Section 2. DESIGNATION OF CONVERTIBLE AREA.

The land depicted as General and Limited Common Elements on Exhibit "B" hereto has also been designated as a Convertible Area within which, during a period ending July 31, 1994, may be constructed improvements of the type specified in Section 1 of this Article VI. Such improvements, if and to the extent constructed, may be designated Limited Common Elements appurtenant to one or more Units or General Common Elements, as determined by Developer in its discretion in light of the nature and intended use of the improvements.

Section 3. COMPATIBILITY OF IMPROVEMENTS.

All improvements constructed within the Convertible Area shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion. No improvements, other than as indicated above, may be created on the Convertible Area.

Section 4. AMENDMENT OF MASTER DEED.

Any such amendment or 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 carry on the intent of this Article VI. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for future development, and to provide access to the systems or Units located on, or planned for the future development, from the roadways and sidewalks located in the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney 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 Exhibits hereto; PROVIDED HOWEVER, that a Consolidating Master Deed, when recorded shall supersede the previously recorded Master Deed and all amendments thereto.

Developer shall be obligated to amend the Condominium Subdivision Plan to show all improvements constructed within the Convertible Area. In the case of those improvements serving only one (1) residential dwelling, the amendment shall be recorded within one hundred twenty (120) days after completion of construction of such residential building site, and in the case of those improvements serving more than one residential dwelling, the amendment shall be recorded within one hundred twenty (120) days after the later to occur of completion of construction of the dwellings served by the improvement or completion of construction of the improvement itself. Such amendments to this Master Deed shall be made from time to time as provided herein and by law, which amendments shall be prepared by and at the discretion of Developer and shall contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the dwellings and Common Elements being altered in the Project by such amendments. Further, with the consent of the individual Co-owner concerned, the boundaries of the Unit itself may be modified as above provided. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article. Such amendment or 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 Exhibits hereto; PROVIDED HOWEVER, that a Consolidating Master Deed, when recorded shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. CONSENT OF INTERESTED PARTIES.

All of the Co-owners and mortgagees of the 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 to this Master Deed as may be made pursuant to this Article VI. All such interested persons irrevocable appoint Developer as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VII

EASEMENTS

Section 1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES.

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the continuing maintenance and repair of all utilities in the Condominium. One of the purposes of this Section is to clarify the right of the Co-owners to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

Section 2. EASEMENT FOR MAINTENANCE OF DWELLING EXTERIORS, ETC.

There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and exterior of each of the residential dwellings in accordance with the terms hereof. Except as otherwise expressly provided herein, the

Association shall be responsible for the routine decoration, maintenance, repair and replacement of that portion of a Unit that consists primarily of grass and that is not enclosed by a fence or is otherwise inaccessible to lawn maintenance equipment. The Co-owners shall be individually responsible for the costs of maintenance, repair and replacement of all individual septic systems and individual wells, if any, residential dwellings constructed in the Project, all fences enclosing or partially enclosing courtyards and patio areas and windows, window walls, sliding glass doors, and front entry doors in each dwelling unit, regardless of the cause of such maintenance, repair and replacement. Provided however, should the Co-owner fail to perform such routine decoration, maintenance, repair or replacement as above provided, the Association shall, after written notice to the Co-owner, have the right and obligation to perform such acts and shall assess and charge each such defaulting Co-owner for the costs of such services, which costs if unpaid by the Co-owner shall be a lien in favor of the Association upon the Unit in the same manner as herein elsewhere described for delinquent dues and assessments all as set forth in further detail in Exhibit "A" to his Master Deed. In no event shall the Association be liable for the decoration, maintenance, repair or replacement of any portion of the interior of any such dwelling. There also shall exist easement to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible except as provided above. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit as a Limited Common Element.

Section 3. GRANT OF EASEMENTS BY ASSOCIATION.

The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights of entry and rights of way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired. No easements created under the Condominium Documents may be modified, or obligations with respect thereto varied, without the consent of each person benefitted thereby.

Section 4. EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT.

The Developer and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements 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. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or its appurtenant Limited Common Element.

Section 5. UTILITY EASEMENT.

Developer also hereby reserves for the benefit of itself, its successors and assigns, including Watars Association 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-in, extends or enlarges, 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 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 shall be evidenced by an appropriate amendment to the Master Deed and to Exhibit "B" hereto, recorded in the Antrim County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

Section 6. TELECOMMUNICATIONS AGREEMENTS.

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

ARTICLE VIII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of the Co-owners, except as hereinafter set forth.

Section 1. MODIFICATION OF UNITS OR COMMON ELEMENTS.

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

Section 2. MORTGAGEE CONSENT.

Wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds (66-2/3%) percent of all first mortgagees of record allowing one (1) 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.

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 Bylaws.

Section 5. TERMINATION, VACATION, REVOCATION OR ABANDONMENT.

The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty-five (85%) percent of all Co-owners.

Section 6. DEVELOPER APPROVAL.

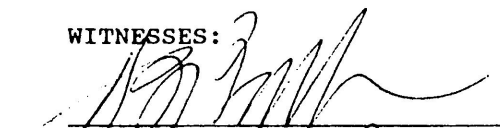
During the Construction and Sales Period, Article VI, Article VII, and this Article VIII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

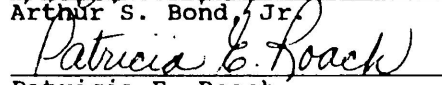
ARTICLE IX

ASSIGNMENT

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

WITNESSES:


Arthur S. Bond, Jr.


Patricia E. Roach

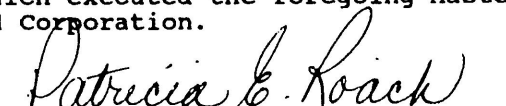
DeWITT-ROWE, INC., a Michigan Corporation

By: 
H. Grant Rowe

Its: President

STATE OF MICHIGAN)
) SS.
COUNTY OF ANTRIM)

On this 30th day of March, 1989 before me a Notary Public in and for said County personally appeared H. GRANT ROWE, President of DeWitt-Rowe, Inc., a Michigan Corporation which executed the foregoing Master Deed as the free act and deed of said Corporation.


Patricia E. Roach, Notary Public
Antrim County, Michigan

My Commission Expires: 12-11-91

Drafted By:
Arthur S. Bond, Jr.
Shanty Creek
Bellaire, Michigan 49615
(616) 533-8123