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**MASTER DEED**

**THE PRESERVE OF GRAND BLANC**

**(A Residential Condominium)**

**GENESEE COUNTY CONDOMINIUM  
 SUBDIVISION PLAN NO. 259**

This Master Deed is made and executed on February 19th, 2001 by Pulte Land Company, LLC, a Michigan limited liability company ("Developer"), whose address is 26622 Woodward Avenue, Suite 110, Royal Oak, Michigan 48067, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

**RECITALS**

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 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.

Developer does, upon recording this Master Deed, establish The Preserve of Grand Blanc as a Condominium Project under the Act and declares that The Preserve of Grand Blanc (referred to as the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used 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 Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.

*Donna K... 2/23/01*

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The Project consists of two hundred fifteen (215) Units which are the individual sites on which dwellings and other improvements may be constructed. Each Condominium Unit consists only of the land within the perimeter of the Unit and each Unit is capable of individual use because it has access to a private road or Common Element of the Condominium. Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and to the dwellings and other improvements located thereon, to the extent such improvements are not designated in the Master Deed as Common Elements, and an undivided inseparable right to share with other Co-Owners the Common Elements of the Condominium.

As described in Article 4 below, the residential dwelling constructed on a Unit will be connected to one (or more) residential dwelling(s) located on an adjacent Unit or Units by a Limited Common Element wing wall and foundation.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE 1  
TITLE AND NATURE

The Condominium Project shall be known as Genesee County Condominium Subdivision Plan No. 259. The engineering and architectural plans for the Project are on file with the Township of Grand Blanc. 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, 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 use. Each Co-Owner in the Condominium Project shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable rights to share with the other Co-Owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE 2  
LEGAL DESCRIPTION

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

**LEGAL DESCRIPTION - "THE PRESERVE OF GRAND BLANC"**

Land situated in the Township of Grand Blanc, County of Genesee, State of Michigan, is described as follows:



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BEGINNING at the Northwest corner of Section 35, T6N, R7E, Grand Blanc Township, Genesee County, Michigan; thence N89°54'24"E 588.12 feet along the centerline of Baldwin Road (100 feet wide) and the North line of said Section 35; thence S00°36'16"E 560.52 feet; thence N89°54'24"E 725.03 feet; thence S00°36'16"E 766.65 feet along to the East line of the West ½ of the Northwest ¼ of said Section 35 (as occupied); thence S00°54'43"W 32.84 feet along the East line of the West ½ of the Northwest ¼ of said Section 35 (as occupied); thence S89°54'24"W 1500.00 feet; thence N44°40'40"W 573.80 feet; thence N00°36'16"W 950.00 feet; thence N89°46'44"E 586.85 feet along the North line of Section 34, T6N, R7E, Grand Blanc Township, Genesee County, Michigan to the Place of Beginning, being part of the East ½ of the Northeast ¼ of said Section 34 and part of the West ½ of the Northwest ¼ of said Section 35, containing 48.10 acres of land, more or less, being subject to the rights of the public over the Northerly 50.00 feet thereof, as occupied by Baldwin Road, and being subject to other easements and restrictions of record, if any.

Parcel No. 12-35-100-006

Together with and subject to the following:

1. Terms and Conditions of Agreement-Easement-Restrictions recorded in Liber 3499, page 788-794.
2. Release of Right of Way in favor of Board of County Road Commissioner and Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1200, page 319.
3. Liens for taxes and assessments which are not yet due and payable.
4. All governmental limitations.

### ARTICLE 3 DEFINITIONS

Certain terms are used 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 Preserve of Grand Blanc 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 The Preserve of Grand Blanc as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

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Section 3.2 Association. "Association" means The Preserve of Grand Blanc 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 3.3 By-laws. "By-laws" means Exhibit A hereto, being the By-laws 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 By-laws shall also constitute the corporate by-laws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 3.4 Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.5 Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.6 Condominium Premises. "Condominium Premises" means and includes the land described in Article 2 above and all easements, rights and appurtenances belonging to The Preserve of Grand Blanc as described above.

Section 3.7 Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means The Preserve of Grand Blanc as a Condominium Project established in conformity with the provisions of the Act.

Section 3.8 Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 3.9 Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe The Preserve of Grand Blanc as a completed Condominium Project and shall reflect the land area, if any, added to the Condominium pursuant to Article 8 below or the land area, if any, converted pursuant to Article 9 below from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Genesee County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. 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 the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Genesee County Register of Deeds

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confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 3.10 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 Developer owns any Unit which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units.

Section 3.11 Co-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." In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-Owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer shall retain the rights and obligations of a Co-owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-Owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000.

Section 3.12 Developer. "Developer" means Pulte Land Company, LLC, 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 such terms are used in the Condominium Documents.

Section 3.13 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 Developer's sole discretion after fifty percent (50%) of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold, whichever first occurs.

Section 3.14 Township. "Township" means the Charter Township of Grand Blanc, Michigan.

Section 3.15 Residential Builder. "Residential Builder" means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980, and who acquires title to one or more Units in the Condominium for the purpose of constructing a Residence on the Unit and subsequently reselling the Unit.



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Section 3.16 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 Developer exceed the votes which may be cast by Developer.

Section 3.17 Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in The Preserve of Grand Blanc, as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

ARTICLE 4  
COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS

The Common Elements of the Project as described herein and as 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 By-laws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

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

4.1.1 Land. The land described in Article 2 above (other than that portion thereof described in Section 4.2 or Section 5.1 below or in Exhibit B, attached, as constituting the Condominium Units or Limited Common Elements), including riparian and littoral rights, if any, attributable to such land and including common open space, the ponds, storm water detention areas, wetland areas and other land areas designated as General Common Elements on attached Exhibit B.

4.1.2 Roads and Surface Improvements. The roads throughout the Condominium, which are private roads to be maintained by the Association, including landscape islands, the boulevard entrance way, the entry way sign, and other surface improvements not identified as Limited Common Elements and not located within the boundaries of a Unit.

4.1.3 Easements. All beneficial utility, drainage, access, and other easements pertaining to the Project.

4.1.4 Utilities. Some or all of the utility lines, including electricity, telephone and telecommunications, gas, water, sanitary sewer and storm sewer systems, and storm water detention areas and drainage facilities and equipment described below may be owned by the local public authority, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to

the nature or extent of such interest, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the Township of Grand Blanc or the Genesee County Drain Commission, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

4.1.5 Electrical. Subject to 4.1.4, the electrical transmission system throughout the Project up to, but not including, the electric meter for each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.6 Telephone and Telecommunications System. Subject to 4.1.4, the telephone or telecommunications equipment and system throughout the Project up to the point of connection to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.7 Gas. Subject to 4.1.4, the gas distribution system throughout the Project up to the point where it is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.8 Water. Subject to 4.1.4, the water distribution system throughout the Project up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.9 Sanitary Sewer. Subject to 4.1.4, the sanitary sewer system throughout the Project up to the point where service is stubbed for connection to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.10 Storm Sewer/Storm Water Detention Areas and Drainage Facilities. Subject to 4.1.4, the storm sewer system, storm water detention areas, sedimentation areas, and drainage facilities throughout the Project including the ponds, and detention basins shown on Exhibit B, and any pond fountains.

4.1.11 Other. Such other elements of the Project not designated as 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.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

4.2.1 Connecting Wing Wall, Foundation and Area Between Units. The wing walls and foundations connecting adjacent residential dwellings at a typical location as shown on Exhibit B and the area between such adjacent Units as shown on Exhibit B, and the joint driveway serving Units 23 and 24 as shown on Exhibit B are Limited Common Elements. Each such connecting wing wall, foundation and area between adjacent Units, and such joint driveway shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which such connecting wing wall, foundation and area between adjacent Units, and such joint driveway are appurtenant. The Co-Owners of the Units served by each connecting wing wall, foundation and area between adjacent Units, and such joint driveway shall share equally the cost of insurance, maintenance, repair and replacement of such Limited Common Elements. The exact location of the connecting wing walls and foundations shall be set forth on the plot plan for each residence.

4.2.2 Garage Coach Lamps. The residential dwelling to be constructed on each Unit shall be equipped with an exterior coach lamp lighting fixture meeting specifications determined by the Developer and Grand Blanc Township as to size, type and quality which shall be a Limited Common Element. Such lighting fixtures shall provide site lighting for the Project but shall otherwise be subject to the exclusive use of the Co-Owner of the Unit on which they are located. Each Co-Owner shall be responsible for the maintenance, repair and replacement and cost of electricity pertaining to the exterior coach lamp lighting fixture attached to such Co-Owner's Unit. The size and nature of light bulbs for the exterior coach lamp lighting fixtures shall be determined by the Developer or the Association in its discretion. No Co-Owner shall modify or change the exterior coach lamp lighting fixture and shall not cause the electricity flow for operation thereof to be interrupted at any time, except each Co-Owner shall replace burned out lightbulbs with lightbulbs of the same kind and character at such Co-Owner's expense. The lighting fixtures shall be operated on photoelectric cells whose timers shall be set by and at the discretion of the Developer or the Association and shall remain lit at all times determined by the Association. The exact location of the coach lamp lighting fixtures shall be set forth on construction drawings for each residence.

4.2.3 Driveway and Yard Areas. The driveway, yard and related land area and surface improvements surrounding a Co-Owner's Unit (other than the improvements and area described in Section 4.2.1 above) as shown on Exhibit B shall be Limited Common Elements and shall be subject to the exclusive use and enjoyment of the Co-Owner of the Unit to which such driveway, yard and related land area and surface improvements are appurtenant. Each Co-Owner shall be responsible for snow removal, landscaping, maintenance, repair and replacement of the driveway, yard and related land area and surface improvements appurtenant to such Co-Owner's Unit. The exact location of the driveway serving the Unit shall be set forth on the plot plan for each residence.

Section 4.3 Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:



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4.3.1 Co-Owner Responsibilities. The responsibility for and the costs of insurance, maintenance, decoration, repair and replacement of any and all structures and improvements including lawn and landscaping located within or upon a Unit and appurtenant Limited Common Elements and the cost of utilities serving the Co-Owner's Unit shall be borne by the Co-Owner of the Unit, except that the cost related to the Limited Common Elements described in 4.2.1 above shall be shared by the Co-Owners as described in Section 4.2.1.

4.3.2 Association Responsibilities. The Association, by its Board of Directors, shall be responsible for maintaining in good repair and condition the General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements and any Limited Common Elements other than as described above shall be borne by the Association subject to any provisions of the Master Deed or Bylaws expressly to the contrary.

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

Section 4.4 Use of Common Elements and Units. No Co-Owner shall use the Co-Owner's 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 the Co-Owner's Unit or the Common Elements.

Section 4.5 Residential Use; Wetlands; Detention Areas; Open Space Play Area. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the Township of Grand Blanc and the requirements of other applicable governmental authorities. A portion of the wetland areas and detention areas of the Project are located on certain Limited Common Elements as shown on Exhibit B, and a portion constitute General Common Elements. No modification, use, construction or occupancy of any wetland area or detention areas or any applicable buffer areas shall occur without the prior written approval of Developer, the Association and applicable governmental authorities. The open space General Common Element area located between Units 115 and 116 may be used as a children's play area after installation of appropriate play area equipment by the Developer or the Association. The Association shall adopt reasonable rules for use of the play area, equipment and other open space areas.

ARTICLE 5.  
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Preserve of Grand Blanc as

surveyed by Atwell-Hicks, Inc. and attached as Exhibit B. Each Unit shall consist of the land and area contained within the Unit boundaries as shown on attached Exhibit B and delineated with heavy outlines. The typical building envelopes and driveways shown on the Condominium Plan are for informational and illustrative purposes only and are not to be construed as requiring construction of any particular structure or improvement or driveway at a particular location. Any structure, improvements or driveways constructed on any Unit shall be build in accordance with the requirements of this Master Deed and exhibits and in accordance with the requirements of applicable governmental authorities including Grand Blanc Township and the Genesee County Drain Commission including set backs from wetland areas, restrictions on use of the detention areas and other building set backs or requirements.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal and the number obtained by dividing 100 by the number of Units in the Condominium.

The determination that the percentages of value of each Unit is 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 percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all of the Units of the Project is one hundred percent (100%).

## ARTICLE 6. EASEMENTS, RESERVATIONS AND AGREEMENTS

Section 6.1 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, repair or reconstruction 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 and improvements for the continuing maintenance and repair of all utilities in the Condominium. This section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon a Unit, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement.

Section 6.2 Easement in Favor of the Association. 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, wetlands, ponds, detention basins, drainage facilities, water



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and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Co-Owner shall be primarily responsible for maintenance of the exterior of all structures and improvements within a Co-Owner's Unit and appurtenant Limited Common Elements including the connecting wing wall and foundation, coach lamp, lawn and landscaping as set forth in Article 4 above. In the absence of performance by the Co-Owner involved, the Association may undertake the maintenance of a Unit or the exterior of structures and improvements including appurtenant wing walls and foundations, coach lamp, and lawn and landscaping. If such work is performed upon a Unit by the Association, the Co-Owner of the Unit shall reimburse the Association for all costs incurred by the Association within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of a structure or other improvements on any Unit. There also shall exist easements 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.

Section 6.3 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 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 Developer so long as the Construction and Sales Period has not expired.

Section 6.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium 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 Elements.

Section 6.5 Roadway and Utility Easements; Right of Way Dedication; Private Roads. Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to dedicate or transfer title of road rights of way and utilities to state, county or local governments, including dedication of a portion of the Baldwin Road right of way as shown on Exhibit B.

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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 Genesee County Records. All Co-Owners and mortgagees of Units and other persons interested in the Project from time to time are 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. Developer reserves for itself, its successors and assigns, and all future owners of the land described in Article 2 or any portion or portions thereof, an easement for the unrestricted use of the roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article 2. Developer also reserves easements over all of the Common Elements areas of the Condominium and the land described in Article 2 for the purpose of reasonable access from the roads to the Units located on the land described in Article 2. The roads in the Condominium are private roads and all expenses of maintenance, repair and replacement of the roads shall be paid by the Association and assessed to the Co-Owners based on their percentage of value.

Section 6.6 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to 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 6.7 Storm Water Drainage and Detention Easements; Maintenance of Ponds, Detention Areas and Drainage Facilities. Storm water drainage and detention easements for the Project are established to assure the perpetual functioning of the storm water drainage and detention system across Units and Common Elements as shown on Exhibit B. To maintain the intended function of the storm water drainage and detention areas and easements, no modification, use or occupancy of such areas is allowed without the prior written approval of the Developer, the Association and applicable governmental authorities. The Association shall be responsible for maintenance of the ponds, and pond fountains, detention areas and drainage facilities of the Project in accordance with the requirements of applicable governmental authorities. Such easements may be dedicated to the Genesee County Drain Commission as set forth in section 6.8 below.

Section 6.8 Utility Easements. Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Units, Common Elements, and Future Development areas as set forth on Exhibit B. Developer has or may enter into separate easement agreements and dedication with the Township of Grand Blanc, the Genesee County Drain Commission or utility companies for sewer, water and utility purposes, the terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Project and the Future Development area to appropriate governmental agencies or to utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Genesee County Records or the recordings of a separate easement agreement. 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 or recording of a separate easement as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 6.9 Further Rights Reserved to Developer. Developer reserves for the right of itself, the Association, their respective successors and assigns and all Co-Owners of the land described in Article 2, as it may be expanded, or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances. Developer further reserves the right, for itself, the Association, their respective successors and assigns, and the Co-Owners, easements for the unrestricted use of the General Common Elements of the Condominium for the purpose of further development and construction of the Project, as it may be expanded. Developer further reserves easements over the land described in Article 2 above, as it may be expanded, for the purpose of reasonable access from the roads to the Units and residences in furtherance of the development of the Project, as it may be expanded.

Section 6.10 Buffer Easement. The Project is benefitted by an easement creating a buffer zone as shown on Exhibit B, the purpose of which is to establish an area adjacent to certain portions of the Project on which no building or structure may be built except parking areas and certain accessory uses and an area in which only certain uses are permitted. The terms of the easement are set forth in the document recorded in Liber 3499, Page 788, Genesee County Records, and include the right of Developer to establish a monument sign advertising the Project within the easement adjacent to the Project.

ARTICLE 7.  
AMENDMENT

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

Section 7.1 Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements may be modified without the consent of the Co-Owner in any material manner without the written consent of the Co-Owner, except as otherwise expressly provided in this Master Deed including determining the exact location and dimensions of the Limited Common Elements as set forth in Article 4 above.

Section 7.2 Mortgagees 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 percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 7.3 By Developer. Pursuant to Section 90(1) of the Act, 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, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner and of a mortgagee, in which event Co-Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 7, and in Section 7.2 of this Article, except as otherwise provided in this Article.

Section 7.4 Changes in Percentage of Value. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-Owner may rent a Unit, may not be modified without the consent of each affected Co-Owner and mortgagee. A Co-Owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-Owner's consent.

Section 7.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all Co-Owners.

Section 7.6 Developer Approval. During the Construction and Sales Period Article 4, Article 5, Article 6, Article 7 and Article 8 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer.

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Section 7.7 Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4 above and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

7.7.1 To modify the types and sizes of Units and the General Common Elements and Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to a Co-Owner so long as such modification complies with the requirements of applicable governmental authorities, and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to a Co-Owner.

7.7.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.7.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements.

7.7.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.7.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

7.7.6 To make, define or limit easements affecting the Condominium.

7.7.7 To record an "AS BUILT" Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as "MUST BE BUILT", subject to any limitations or obligations imposed by the Act.

The amendments described in this Section 7.7 may be made without the consent of Co-Owners or mortgagees. The rights reserved to Developer under this section may not be amended except with the consent of the Developer.

## ARTICLE 8 ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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

