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LIBER 730 PAGE 761

REGISTER OF DEEDS
CLINTON COUNTY, MICH.

Carroll Woodley

MEADOWBROOK CONDOMINIUMS MASTER DEED

(Act 59, Public Acts of 1978, as amended)
Clinton County Condominium Subdivision Plan No. 13

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CLINTON COUNTY
TREASURER'S OFFICE
ST. JOHNS, MI

April 22 97

I HEREBY CERTIFY THAT THERE ARE NO TAX LIENS OR TITLES HELD BY THE STATE OR INDIVIDUALS ON THE LANDS DESCRIBED IN THE WRITTEN INSTRUMENT AND THAT ALL TAXES WHICH BY LAW ARE REQUIRED TO BE RETURNED TO THIS OFFICE HAVE BEEN FULLY PAID FOR THE FIVE YEARS PRECEDING THE DATE OF SAID INSTRUMENT AS SHOWN BY THE RECORDS IN THIS OFFICE. THIS CERTIFICATE DOES NOT APPLY TO THE TAXES, IF ANY, NOW IN PROCESS OF COLLECTION BY TOWNSHIP OR VILLAGE COLLECTING OFFICERS.

Annette Devereaux

ANNETTE DEVEREAUX, CLINTON COUNTY TREASURER

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**MASTER DEED
OF MEADOWBROOK**

A RESIDENTIAL SITE CONDOMINIUM

Clinton County Condominium Subdivision No. 13

This Residential Site Condominium Master Deed is made and executed this 18th day of April, 1997, by HDI Development Company, a Michigan co-partnership ("Developer"), whose address is 4217 Okemos Road, Okemos, Michigan 48864, represented herein by Roger A. Drobney and Douglas O. Showers, its co-partners, who are fully empowered and qualified to act on behalf of said co-partnership. This Master Deed is created pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, including, but not limited to, the amendments contained in Act 538 of the Public Acts of 1982, and Act 113 of the Public Acts of 1983, hereinafter cumulatively referred to as the "Act".

ACKNOWLEDGEMENTS:

A. Developer desires, by the recording of this Master Deed, together with the combined Condominium and Association Bylaws attached as Exhibit A (which is incorporated by reference and made a part of this Master Deed), and by referencing and/or incorporating by reference other documentation, to establish the real property described in Article III below, together with improvements located and to be located on such real property, and the appurtenances thereto, as a residential expandable site condominium under the provisions of the Act.

B. Developer has filed with the Charter Township of Bath detailed plans and specifications for this Project to further its desire to establish the real property described in Article III, and the appurtenances to it, as a residential expandable site condominium under the provisions of the Act.

**ARTICLE I
DEDICATION**

Developer has provided an appropriate Notice of Proposed Action to the required governmental agencies.

NOW, THEREFORE, Developer, upon the execution and recording of this Master Deed, does establish Meadowbrook (sometimes hereinafter referred to as the "Condominium Project" or the "Project") as a Residential Expandable Site Condominium Project under the Act. Developer declares that Meadowbrook and the real property described in this Master Deed shall, after such establishment as a

condominium project, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in every other manner utilized, subject to the provisions of the Act, and further subject to the provisions, covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, its Exhibits, and all related documents referenced in and/or incorporated in the Master Deed. The Master Deed, Exhibits and related documents will be deemed to run with the property described in this Master Deed which is now, or may hereafter be included in the Condominium Project, and shall be a burden and a benefit to the Developer, and all persons acquiring or owning an interest in the Condominium Project and the real property hereby dedicated to the Condominium Project, and their respective grantees, successors, heirs, executors, administrators, and assigns.

In furtherance of the establishment of Meadowbrook as an expandable residential site condominium project, it is provided as follows:

**ARTICLE II
TITLE AND NATURE**

The Condominium Project shall be known as Meadowbrook, a residential site condominium, Clinton County Condominium Subdivision Plan No. 13. The site plan, engineering plan and other related plans, specifications and drawings for this Project have been approved by, and are or will be on file with the Charter Township of Bath, Clinton County, Michigan. Such approval has been evidenced by Special Use Permit, 06-95, issued by the Charter Township of Bath on June 27, 1995. An Agreement dated April 11, 1995 exists between Developer and the Charter Township of Bath and is on file with the Charter Township of Bath, Clinton County, Michigan and is specifically incorporated by reference in this Master Deed. This is an expandable residential site condominium project.

The Condominium Project is established in accordance with the Act. The number, boundaries, dimensions and area of each residential site unit in the Project, and the common areas of the Project, and all other improvements are set forth in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. The Condominium Project is established in conformity with all local zoning requirements and/or special Bath Charter Township Ordinance requirements. Each condominium site unit in the Project consists of a building site as more specifically described in the Condominium Subdivision Plan (Exhibit B). Each condominium site unit is capable of individual utilization on account of having its own access to a public roadway or common element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his/her Site Unit and shall have undivided and inseparable rights to share with other Co-owners the use and enjoyment of the Common Elements of the Condominium Project, as are defined in and designated by this Master Deed. Each Co-owner in the Condominium Project shall have an exclusive

right to his/her Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project. The Project is administered by a Condominium Association of which all Co-owners are members.

Co-owners, as hereinafter defined, shall have voting rights and be obligated for assessments and expenses of administration of Meadowbrook as established by the Condominium Association and otherwise as set forth in this Master Deed, Condominium Bylaws (Exhibit A), Association/Corporate Bylaws and Articles of Incorporation of the Association.

This residential site condominium project is initially established as a forty-eight (48) site unit residential condominium project, expandable in three phases to a total of 150 Site Units. Developer is committing all of the lands legally described in Article III below to the Project, and plans to construct those improvements to the land described in the Condominium Subdivision Plan as "must be built", if any. Nothing in the Master Deed or its Exhibits attached or incorporated by reference shall be construed to impose upon Developer any contractual or other legal obligation to build, install, deliver or maintain any structure, land or improvement which is labeled on the Condominium Subdivision Plan as "need not be built" or which is not designated "must be built".

ARTICLE III
LEGAL DESCRIPTION

The real property upon which the Condominium Project is situated, and which is initially dedicated to the Condominium Project established by this Master Deed, is land in the Township of Bath, County of Clinton, State of Michigan, including all space depicted as a "General Common Element" on Exhibit B, described as follows:

PHASE 1

A parcel of land in the Southeast 1/4 of Section 34, T5N, R1W, Bath Township, Clinton County, Michigan, described as; Commencing at the Southeast corner of said Section 34; thence N89°19'25"W along the South line of said Section 34 a distance of 361.50 feet to the point of beginning of the following described parcel; thence N89°19'25"W continuing along said South line 466.26 feet; thence N00°40'35"E perpendicular to said South line 150.00 feet; thence N89°19'25"W parallel with said South line 130.00 feet; thence N00°40'35"E perpendicular to said South line 120.00 feet; thence N02°46'28"W 263.73 feet; thence N24°18'22"E 251.57 feet; thence N46°05'53"E 53.21 feet; thence N06°03'06"E 126.46 feet; thence N88°46'38"E 113.96 feet;

010.034.100.090.50

thence S46°52'49"E 157.75 feet; thence S09°17'38"W 331.74 feet; thence S02°12'21"W 223.69 feet; thence S89°19'25"E parallel with said South line 206.81 feet; thence N00°40'35"E perpendicular to said South line 40.99 feet; thence Northeasterly 164.56 feet along a curve to the right, said curve having a radius of 200.00 feet, a delta angle of 47°08'39" and a chord of 159.96 feet, bearing N24°14'55"E; thence N47°49'14"E 45.52 feet; thence N62°55'05"W 144.32 feet; thence N29°57'09"E 362.01 feet; thence S89°17'11"E parallel with the North line of the South 1/2 of the Southeast 1/4 of said Section 34 a distance of 263.17 feet to the West right of way line of Perry Road; thence S00°39'14"W along said right of way line 509.53 feet; thence N89°19'25"W parallel with said South line 328.50 feet; thence S00°39'14"W parallel with the East line of Section 34 a distance of 361.50 feet to the point of beginning; said parcel containing 11.94 acres, more or less; said parcel subject to all easements and restrictions, if any.

As an expandable Condominium Project, Developer reserves the right to add additional land to the Project from the land described subsequently as "Proposed Future Development", but is not obligated to do so. The legal description of the land designated on Exhibit B as "Proposed Future Development" is described as follows:

PROPOSED FUTURE DEVELOPMENT

A parcel of land in the Southeast 1/4 of Section 34, T5N, R1W, Bath Township, Clinton County, Michigan, described as; Commencing at the Southeast corner of said Section 34; thence N89°19'25"W along the South line of said Section 34 a distance of 827.76 feet to the point of beginning of the following described parcel; thence N89°19'25"W continuing along said South line 861.34 feet; thence N00°03'49"W 463.80 feet; thence N37°03'35"E 252.24 feet; thence N27°36'19"E 98.12 feet; thence N00°04'35"W 567.73 feet to the North line of the South 1/2 of the Southeast 1/4 of said Section 34; thence S89°17'11"E along said North line 1248.13 feet; thence S00°00'13"W 450.03 feet; thence N89°17'11"W parallel with said North line 41.44 feet; thence S29°57'09"W 362.01 feet; thence S62°55'05"E 144.32 feet; thence S47°49'14"W 45.52 feet; thence Southwesterly 164.56 feet along a curve to the left, said

curve having a radius of 200.00 feet, a delta angle of $47^{\circ}08'39''$, and a chord of 159.96 feet, bearing $S24^{\circ}14'55''W$; thence $S00^{\circ}40'35''W$ perpendicular to said South line 40.99 feet; thence $N89^{\circ}19'25''W$ parallel with said South line 206.81 feet; thence $N02^{\circ}12'21''E$ 223.69 feet; thence $N09^{\circ}17'38''E$ 331.74 feet; thence $N46^{\circ}52'49''W$ 157.75 feet; thence $S88^{\circ}46'38''W$ 113.96 feet; thence $S06^{\circ}03'06''W$ 126.46 feet; thence $S46^{\circ}05'53''W$ 53.21 feet; thence $S24^{\circ}18'22''W$ 251.57 feet; thence $S02^{\circ}46'28''E$ 263.73 feet; thence $S00^{\circ}40'35''W$ perpendicular to said South line 120.00 feet; thence $S89^{\circ}19'25''E$ parallel with said South line 130.00 feet; thence $S00^{\circ}40'35''W$ perpendicular to said South line 150.00 feet to the point of beginning; said parcel containing 30.22 acres, more or less; said parcel subject to all easements and restrictions, if any; and also

A parcel of land in the Northeast 1/4 of Section 3, T4N, R1W, Meridian Township, Ingham County, Michigan; the surveyed boundary of said parcel described as beginning at the Northeast corner of said Section 3; thence $S00^{\circ}19'37''W$ along the East line of said Section 3 a distance of 248.86 feet to the North line of O. M. Randall Subdivision; thence $N89^{\circ}14'12''W$ along said North line a distance of 1321.68 feet; thence $N00^{\circ}20'07''E$ along the West line of the East 1/2 of said Northeast 1/4 a distance of 246.86 feet to the North line of said Section 3; thence $S89^{\circ}19'25''E$ along said North line 1321.63 feet to the point of beginning; said parcel containing 7.52 acres, more or less, including 0.18 acre, more or less, presently in use as public right of way; said parcel subject to all easements and right of ways of record.

Streets and roadways within the Condominium Project are or will be public and dedicated accordingly to the Clinton County Road Commission, except as shown on Exhibit B. The public and/or private roadways throughout the site allow access to the individual site condominium units and provide ingress and egress to the Condominium Project from Perry Road, which also is a public roadway.

The land dedicated to the Project is as indicated, subject to easements and restrictions of record and those that may be created as part of the approval and development process.

**ARTICLE IV
DEFINITIONS**

When used in any Condominium Document (as hereinafter defined), or in any contract, deed, mortgage, lien, land contract, easement, or other instrument affecting the establishment or transfer of any interest in the Condominium Project, unless the context clearly requires otherwise, the terms set forth below shall be defined as follows:

(a) "Condominium Act" or "Act" means Act 59 of the Public Acts of Michigan of 1978, as amended, including, but not limited to, the amendments of Act 538 of the Public Acts of 1982 and Act 113 of the Public Acts of 1983. If any provision of this Master Deed or its Exhibits is found to conflict with provisions of the Act, or if any provision required by the Act is omitted herein, then all such provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting or omitted provisions.

(b) "Architect" shall mean a person registered to practice architecture in the State of Michigan.

(c) "Association" or "Condominium Association" or "Association of Co-owners" shall mean the non-profit corporation organized under the laws of the State of Michigan, known as Meadowbrook Condominium Association, or such other name as the Developer may establish pursuant to the laws of the State of Michigan, of which all Co-owners shall be members, and which corporation shall administer, operate, manage and maintain the Condominium Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

(d) "Association Bylaws", "Corporate Bylaws" or "Bylaws" shall mean the combined bylaws of the Condominium Project and the Association, the Michigan non-profit corporation, organized to manage, operate, maintain and administer the condominiums, and further setting forth the rights and obligations of Co-owners as required by Sections 3(a), 53, and 54 of the Act, to be recorded as part of the Master Deed and further setting forth the rights of the Co-owners as required under the Michigan Non-profit Corporation Act, which Bylaws are attached hereto as Exhibit A.

(e) "Board" or "Directors" shall mean the Board of Directors of the Association.

(f) "Common Area" or "Common Elements" means those portions of the Condominium Project other than the Condominium Site Units and public roadways, and refers to that property administered by the Association for the common use and enjoyment of all Co-owners,

together with all of the improvements from time to time constructed thereon. Common Areas and Common Elements shall be interpreted broadly to include all open areas, landscaped areas, and recreational facilities, as designated on the Condominium Subdivision Plan attached as Exhibit B. Where used without modification, the terms "Common Areas" and "Common Elements" shall refer both to the General and Limited Common Elements described in Article V hereof.

(g) "Condominium Bylaws" shall mean the Association Bylaws.

(h) "Condominium Documents" means and includes this Master Deed, together with Exhibits A and B, and those documents incorporated by reference herein or therein, and the Articles of Incorporation of the Association and instruments referred to in this Master Deed or Condominium Bylaws which affect the rights and obligations of Co-owners and policies, rules and regulations, if any, of the Association, as all of the above may be amended from time to time.

(i) "Condominium Premises" means and includes the land and the buildings, all improvements, and structures thereon, and all easements, rights and appurtenances belonging to the Condominium Project as described herein.

(j) "Condominium", "Condominium Project" or "Project" means Meadowbrook, a residential site condominium established pursuant to the provisions of the Act by these Condominium Documents, and shall include the Condominium Premises.

(k) "Condominium Subdivision Plan" or "Plan" means Exhibit B attached to this Master Deed. The Plan shall mean the site, survey and utility plans. The Plan assigns a number to each site condominium unit and includes a description of the nature, location and approximate size, location, area and horizontal boundaries of each Unit, as well as all existing structures and improvements, if any, including the location thereon on the real property.

(l) "Consolidating Master Deed" means the final amended Master Deed which shall describe Meadowbrook as a completed, as-built residential site condominium project. Such Consolidating Master Deed, when recorded in the office of the Clinton County Register of Deeds, shall supersede all recorded Master Deeds.

(m) "Construction and Sales Period" for purposes of the Condominium Documents and rights herein reserved to the Developer, means the period commencing with the recording of the Master Deed and continuing so long as Developer owns any Unit which it offers for sale.

(n) "Co-owner", "Owner" or "Member" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination of the above, who or which owns legal or equitable title to one or more Units in the Condominium, and is

thereby a Member of the Association. Developer is an Owner as long as Developer owns one or more Units.

(o) "Design Committee" shall be the Developer for each phase of the Condominium Project until all Units contained in that phase are sold, at which time, the Design Committee shall be turned over to the Association. The Design Committee shall be that committee created and so designated pursuant to the Master Deed and its attached Exhibit A, the Condominium Bylaws.

(p) "Design Committee Rules" shall mean those rules adopted by the above described Design Committee.

(q) "Developer" means HDI Development Company, a Michigan co-partnership, 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 term is used in the Condominium Documents.

(r) "Expandable Condominium" means a Condominium Project to which additional land and Units may be added pursuant to express provisions in the Condominium Documents and in accordance with the Act.

(s) "First Annual Meeting" means the initial meeting of the Association 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 (1) in the Developer's sole discretion, after 50% of the Units are sold and conveyed by Developer, or (2) mandatorily within (i) 54 months from the date the first Unit is sold and conveyed by Developer, or (ii) 120 days after 75% of all Units are sold and conveyed, whichever first occurs.

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

(u) "Limited Common Elements" means a portion of the Common Elements reserved for the exclusive use of less than all of the Co-owners.

(v) "Master Deed" means this document which, when recorded, shall establish the Condominium and is the document to which the Condominium Bylaws and Condominium Subdivision Plan relate and are attached, respectively, as Exhibits A and B.

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

(x) "Percentage of Value" means the percentage assigned to each Condominium Site Unit set forth subsequently in this Master Deed. The Percentages of Value for all Units shall at all times total 100%. Percentages of Value shall be determinative with respect to those matters to which they are specifically deemed to

relate, either in the Condominium Documents or in the Act. Developer intends that voting rights and assessment obligations will be equal.

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

(z) "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer and its affiliates.

(aa) "Unit" or "Site Unit" or "Condominium Unit" or "Site Condominium Unit" means a single residential building site in Meadowbrook Condominiums Project, as the same may be described in Article VI of this Master Deed and Exhibit B, the Subdivision Control Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

All structures or improvements located within the boundaries of a Unit shall be owned in their entirety by the owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

ARTICLE V COMMON ELEMENTS

The Common Elements of the Project are described in Exhibit B attached hereto; said Common Elements, and the respective responsibilities for maintenance, decoration, repair or replacement of such Common Elements, are as follows:

A. THE GENERAL COMMON ELEMENTS ARE:

1. Land: The land described in Article III of this Master Deed, but excluding all Site Units described and designated as constituting the residential condominium building Site Units and Limited Common Elements.

2. Electrical: The electrical transmission system throughout the Project up to the boundary of each Condominium Site Unit; and such common lighting for the Project designated as such by the Developer, if any is installed.
3. Telephone: The telephone system and lines and related devices throughout the Project up to the boundary of each Condominium Site Unit.
4. Gas: The gas distribution system throughout the Project up to the boundary of each Condominium Site Unit.
5. Storm Sewer: The storm sewer system throughout the Project including any grates, drains, lines, storm water retention areas and/or ponds into which storm water drains, up to the boundary of each Condominium Site Unit.
6. Telecommunications: The telecommunication system throughout this Project, anticipated to be by way of a cable television transmission system, if and when it may be installed, up to the boundary of each Condominium Site Unit.
7. Plumbing; Water Pipes: Any water system throughout the open space Common Area of the Project for fire protection, water, or sanitary sewer purposes, or otherwise, up to the boundary of each Condominium Site Unit.
8. Other: Such other elements of the Project not here designed as General or Limited Common Elements and which are not located within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, maintenance, or safety of the Condominium Project, and any and all beneficial easement retained for or on behalf of all Co-owners of Meadowbrook.

Some or all of the utility lines, systems, equipment, telecommunication systems and the like, described above, may be owned by the local, public utility, authority or company that is providing the pertinent lines, system or 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 and extent of such interest, if any.

B. THE LIMITED COMMON ELEMENTS ARE:

1. As presently planned, there are no Limited Common Elements in Meadowbrook.
2. In the event Developer determines to expand the Project pursuant to Article VII of this Master Deed, Developer shall have the right to define such Limited Common Elements as Developer deems, in its sole discretion to be necessary from the lands identified as "Proposed Future Development".

Limited Common Elements, if any, shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units to which such Limited Common Elements are appurtenant. If any other Limited Common Elements are included in the Project at anytime, they shall be shown on Amendments to the Master Deed and its inclusive Condominium Subdivision Plan.

C. RESPONSIBILITIES: The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and the improvements constructed within Units are as follows:

1. The cost of maintenance, repair, and replacement of all General Common Elements shall be borne by the Association, or the Developer prior to the Association becoming viable, except as may expressly be provided otherwise in this Master Deed or the Condominium Bylaws attached as Exhibit A. The Association or Developer will collect fees from each Co-owner, in the manner set forth in the Bylaws, to cover any and all costs so incurred.
2. The cost of maintenance, repair and replacement of all Limited Common Elements shall be borne by the Co-

owners of the Unit(s) to which such Limited Common Elements are appurtenant.

3. To the extent that none now exist, it is anticipated that a separate residential dwelling will be constructed within the perimeters of each Site Unit depicted on Exhibit B. Except as may otherwise be expressly provided, the responsibility for, and the cost of maintenance, decoration, repair and replacement of any dwelling, appurtenance to such dwelling, or improvement in or upon a Unit shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance (including but not limited to the general aesthetics and color scheme) of such dwellings, appurtenances, and improvements shall be subject at all times to (i) the approval of the Design Committee; and (ii) the maintenance standards prescribed by the Association and/or Design Committee in duly adopted policy, rules and regulations; provided, further, that (iii) landscaping located upon or within a Unit at or near the perimeters where such Unit adjoins any open space Common Area shall be subject at all times to the approval of the Association and/or Design Committee so as to reasonably and aesthetically integrate such landscaping with that in the Common Area adjacent to it.
4. Other: In order to provide for appropriate flexibility in administering the Condominium, the Association, acting through its Board of Directors may, but is not obligated to also undertake such other regularly recurring, reasonably uniform and periodic maintenance functions with reference to Units and improvements constructed or installed within any Unit boundaries as it may deem appropriate. However, nothing herein indicated shall compel the

Association to undertake any such additional responsibilities. Any additional services undertaken by the Association shall be charged to any affected Co-owner(s) on a reasonably uniform basis and collected in accordance with assessment procedures established under the Condominium Bylaws. In the initial maintenance budget for the Association, the Developer shall be entitled to determine the nature and extent of such services and may promulgate reasonable rules and regulations in connection with such services. Each Co-owner shall be responsible for payment of the utilities attributable to his/her Unit, as well as all appliances, equipment or other items servicing his/her Unit, that are not otherwise designated as Common Elements.

Any maintenance, repair or replacement (the cost of which is to be borne by a Co-owner) may, if not performed by the Co-owner, be performed by or under the direction of the Association, with all costs incurred assessed against the responsible Co-owner.

D. USE OF UNITS AND COMMON ELEMENTS: No Co-owner, or his/her guests or invitees, shall use his/her Unit or the Common Elements in any manner inconsistent with the purposes of this Condominium Project, in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his/her Unit or the Common Elements, or in violation of any of the restrictions, rules, regulations and policies reflected in the Condominium Documents or as may be enacted by the Developer or Association from time to time, or in violation of any local, state or federal ordinance or law.

No Co-owner shall be exempt from contributing to the maintenance, upkeep and repair of the Common Elements or otherwise exempt from the assessment and expense sharing provisions of this Master Deed and Condominium Bylaws, by non-use or waiver of use of any of the Common Elements or by abandonment of his/her Condominium Unit.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. DESCRIPTION OF UNITS: A complete description of each Unit in the Condominium Project, sufficient to locate accurately the space enclosed by the description is set forth in the Condominium Subdivision Plan of Meadowbrook, as surveyed by Bryan Land Surveys, P.C., and attached hereto as Exhibit C. A total of

forty-eight (48) residential building Site Units are committed to the Condominium Project by this Master Deed. As indicated previously, Developer reserves the right to expand the Project, in two (2) additional phases by up to one hundred and two (102) additional Site Units, but must elect to do so within six (6) years of the date of recordation of this Master Deed. Each Condominium Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Meadowbrook. (Exhibit B). Each Unit shall consist of the land contained within the Unit boundaries as shown in the Condominium Subdivision Plan and delineated with heavy outlines, together with all appurtenances. All dwellings and improvements to or related to dwellings shall be constructed within the designated Unit boundaries set-back and within the "buildable area" designated in the Condominium Subdivision Plan. For all purposes, individual Condominium Units may be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan.

B. PERCENTAGE OF VALUE: The Percentage of Value assigned to each of the Units committed or which may be committed to this Project shall be equal. The total value of the Project is 100%. The Percentage of Value initially assigned to each Unit is equal to 2.0833%. 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 and the value of such Co-owner's vote at meetings of the Association, and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration of the Project. If and when the Project is expanded to add additional Units the equal Percentage of Value assigned to a Unit will change to reflect the total number of Units existing.

The determination that Percentages of Value should be equal was made after reviewing the comparative characteristics of each Unit which might affect value and concluding that there are no material differences among the Units insofar as the allocation of Percentages of Value is concerned. If the Condominium Project is expanded or if Convertible Area is converted, and this expectation becomes untrue with respect to additional Units, or if a substantial disparity in size exists, the Percentages of Value may be readjusted by the Developer in its sole discretion so long as reasonable recognition is given to the method of original determination of Percentages of Value for the Project.

C. ALTERATIONS; CONVERTIBLE AREAS: Until the Developer has sold all of the Units in the Condominium Project, it may, in its sole discretion, modify or alter the dimensions of unsold Units, the General Common Elements and Limited Common Elements appurtenant to any Unit by enlargement, combination, division or reduction in size. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the significant attributes of any Unit sold by Developer which adjoins or is proximate to the modified Unit or a Common Element. All

space in the Condominium Project, since it is or could be affected by such a modification or alteration, is hereby designated as "Convertible Areas", whether or not so designated on the Condominium Subdivision Plan attached hereto as Exhibit B. Such space may be converted, in the Developer's sole discretion, into portions of a Unit, General Common Elements or Limited Common Elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefor may be assigned by an amendment to this Master Deed effected solely by Developer without the consent of any other person. No Unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. The Developer may, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such Unit or Common Element modifications based upon the method of original determination of Percentages of Value for the Condominium Project as set forth in Article VI.B., above.

All of the Co-owners and Mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed, and all other documents necessary to effectuate the foregoing, and subject to the limitations set forth herein, proportionate reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer 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.

Notwithstanding the above, the Developer or its successors shall not change the method or formula used to determine the voting rights of Co-owners without obtaining the consent of each affected Co-owner and Mortgagee. Likewise, a Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without said Co-owner's consent.

ARTICLE VII EXPANSION OF CONDOMINIUM

A. Meadowbrook is established as an expandable condominium in accordance with the provisions of the Act and this Master Deed. Developer reserves the right, but not the obligation, to expand the Project by adding up to one hundred and two (102) additional Site Units in up to two (2) phases from Proposed Future Development lands, as shown on attached Exhibit B. Developer reserves the option, in its sole discretion, to expand the Project for six (6) years from date of the recording of this original Master Deed. This Project, if expanded, shall not exceed one hundred fifty (150) total Site Units. Within the six (6) year limitation, Developer may expand the Project in one or more stages, in Developer's sole discretion.

The consent of Co-owners and Mortgagees shall not be required to expand the Condominium. All of the Co-owners and Mortgagees of Units and persons, interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and to any Amendment or Amendments to this Master Deed to effectuate such expansion and to any reallocation of Percentages of Value of existing Units in conjunction with such Amendment or Amendments. All such interested persons irrevocably appoint Developer as their agent and attorney in fact for the purpose of executing any such Amendment or Amendments to the Master Deed and all other documents necessary to effectuate such expansion. Such Amendments may be made without the necessity of re-recording the entire Master Deed, as amended, or the Exhibits to it, and may incorporate by reference all or any pertinent portions of this Master Deed and its Exhibits which remain unchanged. Nothing stated here, however, shall in any way obligate Developer to expand the condominium.

B. As of date of recordation of this original Master Deed, Developer intends to establish a Condominium Project initially consisting of forty-eight (48) Site Units and the land described specifically in Article III and labeled "Phase I", all as shown on Exhibit B attached.

Developer reserves the right, however, to establish a Condominium Project consisting of up to one hundred fifty (150) Site Units, inclusive of the forty-eight (48) Units committed by this Master Deed to the Project. Therefore, Developer specifically reserves the right to expand the number of Units by a maximum of ninety-five (95) additional Units. In such event, such additional Site Units shall be compatible in size and buildable area with other existing Units in the Condominium, all as Developer may determine in its sole discretion, and insofar as said expansion is consistent with the approvals for Meadowbrook given Developer by Bath Township.

C. Developer reserves the right to expand the Condominium Project by adding/committing additional Site Units from lands, adjacent to the land currently committed to the Project and adjacent to the "proposed future development". Developer owns certain land adjacent to the land committed to the Condominium Project as described in Article III. Developer, in its sole discretion may elect to create a commercial/retail site condominium project consisting of lands abutting the lands described in Article III on the west side thereof, which lands are more fully described as:

A parcel of and in the Southeast 1/4 of Section 34, T5N, R1W, Bath Township, Clinton County, Michigan; the surveyed boundary of said parcel described as beginning at the South 1/4 corner of said Section 34; thence N00°38'54"E along the North-South 1/4 line of said Section 34 a distance of 1012.31 feet;

thence N35°58'15"E 380.17 feet to the North line of the Southwest 1/4 of said Southeast 1/4; thence S89°17'11"E along said North line 938.71 feet; thence S00°04'35"E 567.73 feet, thence S27°36'19"W 98.12 feet; thence S37°03'35"W 252.24 feet; thence S00°03'49"E 463.80 feet to the South line of said Section 34; thence thence N89°19'25"W along said South line 977.26 feet to the point of beginning; said parcel containing 31.91 acres, more or less, including 0.88 acre, more or less, presently in use as public right of way, said parcel subject to all easements and restrictions of record.

D. Developer reserves the right to create Limited Common Elements within the lands and Units added to the Condominium Project and designate Common Elements which may subsequently be assigned as Limited Common Elements. Developer further reserves the right to create any easements within any portion of the original Condominium Project for the benefits of Co-owners of the Units located on the land which may be added to the Condominium Project from "Proposed Future Development".

E. Any expansion by way of increase in the number of Units in the Project or increase in land committed to the Project, shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law. Developer intends that Meadowbrook Condominiums shall be expanded, if at all, by appropriate amendment or amendments to Master Deed. As well as increasing the number of Units, each amendment may add, either partially or totally, the additional lands described as "Proposed Future Development" to the Condominium Project as then established and constituted. Developer is not legally obligated to develop Meadowbrook beyond the forty-eight (48) Units and the land currently committed to the Project by this Master Deed, and described in Article III, as "Phase I".

Any amendment or amendments to this Master Deed to effectuate expansion of the Project shall be prepared by and in the sole discretion of the Developer. Such amendment or amendments to this Master Deed shall also contain such further definitions or General or Limited Common Elements, or other definitions, as may be necessary to adequately describe any expansion of the Project.

F. In the event of any expansion of the Condominium Project, the Percentages of Value will be proportionately readjusted. The total value, in any event, shall be 100% for the entire Project.

Any expansion of the Project above described shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed, embodying all essential elements of the expansion. A Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds and amendments

relating to this Project. A copy of the recorded Consolidating Master Deed shall be provided to the Association pursuant to the Act.

**ARTICLE VIII
SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATION OF UNITS**

Notwithstanding any other provision of the Master Deed or Condominium Bylaws, and so long as the total number of Units does not exceed one hundred fifty (150) at any given time or cumulatively, and so long as only one residence may be constructed on a Unit, and so long as the activity described below is not in violation of the Planned Development Agreement between the Township of Bath and Developer or any applicable law, ordinance, rule or regulation, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

A. BY DEVELOPER: Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any Mortgagee of any Unit to take the following action:

1. Subdivide Units: Subdivide or re-subdivide any Units which it owns and in connection with such activity to relocate boundaries necessary to effect the subdivision. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer.
2. Consolidate Contiguous Units: Consolidate under single ownership two more contiguous Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer.
3. Relocate Boundaries: Relocate any boundaries between adjoining and contiguous Units. The relocation of such boundaries shall be given

effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer.

4. Amendment to Effectuate Modifications: In any amendment or amendments resulting from the exercise of the rights reserved to Developer herein, each portion of consolidation or relocation of boundaries shall be separately identified by number. The Percentage of Value for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new condominium Unit(s) in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustment in Percentage of Value shall be within the sole judgment of Developer providing, however, that such readjustment shall reflect a continuing reasonable relationship among Percentages of Value based upon the same rationale used in establishing the equal Percentages of Value set forth previously in this Master Deed. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project affected by such activity. 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 or amendments of this Master Deed and to any proportionate reallocation of percentage assigns may determine necessary in conjunction with such amendment or amendments. All such

interested Persons irrevocably appoint Developer as agent and attorney in fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate such activity. Such amendments may be effected without the necessity of re-recording an entire Master Deed or its Exhibits.

B. BY CO-OWNERS: One or more Co-owners may take the following action:

1. Subdivision of Units: Within the general limitations previously set forth and to be set forth subsequently, the Co-owner of a Unit may subdivide his Unit upon written request to and written approval by the Association and the Township of Bath. Upon receipt of such request, the appropriate officer of the Association shall present the matter to the Board of Directors for review. If such request is approved by the Board, the appropriate officer shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation and, if necessary, reallocating the Percentages of Value in accordance with the Co-owners' request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Clinton County Register of Deeds.
2. Consolidation of Units; Relocation of Boundaries: Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two more contiguous Units upon written request to and written approval by the Association. Upon receipt of such request, the appropriate

officer of the Association shall present the matter to the Board of Directors for review. If approved by the Board, the appropriate Association officer shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating Percentages of Value, and providing for conveyancing between or among the Co-owners requesting relocation of boundaries. The Co-owners requesting such consolidation or relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Clinton County Register of Deeds.

C. CREATION AND ASSIGNMENT OF LIMITED COMMON ELEMENTS: Subject to the provisions of the Act and this Master Deed, Limited Common Elements may be created by such subdivision, consolidation and relocation of boundaries. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 390 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries as described in this Article.

D. GENERAL RESTRICTIONS ON THE RIGHT TO SUBDIVIDE, CONSOLIDATE AND RELOCATE UNIT BOUNDARIES: The right and/or reservation of right to subdivide, consolidate or otherwise modify Units is expressly limited as follows:

1. The total number of Site Condominium Units shall at no given time or cumulatively exceed one hundred fifty (150), except as provided in Article VII.
2. Each Condominium Site Unit shall contain only one detached single family residence. No such activity shall be permitted to intrude upon or in any way decrease the size of the open space General Common Element area, or any Limited Common Element area.
3. No such activity shall intrude upon or in any way decrease the size or result in an increase in the

capacity and improvement contemplated in the Common Element area designed to serve the sanitary sewer or public utility needs of those Condominium Site Units to be served by such Common Element area.

4. All such activity must be in conformity with this Master Deed and the Act and be in conformity with the Planned Development Agreement between the Township of Bath and Developer and all applicable local, state and federal ordinances, statutes and laws.
5. No such activity shall result in such massive consolidation of Units that less than two Units remain.
6. Any such activity shall require the approval of Bath Township and all other governmental entities with jurisdiction over the Project.

**ARTICLE IX
CONVERTIBLE AREA**

The Condominium Project contains Convertible Areas as described in Article VI. No additional Condominium Units that may be created within any Convertible Areas; provided, however, that any existing Condominium Units to which a Convertible Area is adjacent may be expanded into the Convertible Area at the sole option of the Developer. The Convertible Area may only be converted in connection with a change in layout of existing residential Condominium Site Units. Because of this, any structure erected on the Convertible Area will be compatible with structures on other portions of the Condominium Project, and the improvements to be located in the Convertible Area will be either residential structures or appurtenances, or General or Limited Common Elements. In connection with a change of any Unit, the Developer reserves the right to create Limited Common Elements within any Convertible Area and to designate Limited and General Common Elements therein; which may subsequently be assigned as Limited Common Elements. The conversion of any Convertible Area must occur, if ever, not later than six (6) years from the date of the recording hereof.

**ARTICLE X
EASEMENTS**

A. EASEMENT FOR MAINTENANCE OF UTILITIES AND ENCROACHMENT:
There shall be easements to, through and over the entire Project, including all of the Condominium Premises and any structures, buildings and improvements constructed on the Condominium Premises,

for the continuing maintenance and repair of all utilities in the Project. In the event any improvement located on a Unit encroaches upon another Unit or upon a Common Element, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance, repair and replacement thereof following damage or destruction.

B. INGRESS/EGRESS AND UTILITY EASEMENTS: The Developer reserves the benefit to itself, all Co-owners and the Association, of an easement for the use of all walkways and other available means of ingress and egress for the purpose of maintaining access to all or any portion of the Condominium Project. Likewise, the Developer reserves an easement for the continuing maintenance and repair of all utilities servicing the Project. Developer reserves to itself, and to its employees, agents, contractor and subcontractor a continuing easement five (5) feet in width, along the side boundary lines of each Unit for the purpose of completing all necessary finish grading and landscaping.

During construction of the Condominium and during the Construction and Sales Period, the Developer, and the Board of Directors of the Association upon its activation, may grant easements over or through or dedicate any portion of the General Common Elements of the Condominium for utility, roadway, construction or safety purposes. Developer reserves to itself such easements or rights of way over all Common Elements for the purpose of developing the Condominium. Developer also reserves all easements specifically granted by the Condominium Act without restriction. The maintenance of all easements relating to Common Elements shall be the responsibility and expense of the Association.

Developer also reserves for the benefit of itself, present and future Co-owners, and the Association, perpetual easements to utilize, tap, tie into, extend and enlarge any utility mains located in the Condominium, including, but not limited to water, gas, storm and sanitary sewer mains. In the event the Developer utilizes, taps, ties into, extends or enlarges any of the utilities located in the Condominium, the Developer shall be obligated to pay all the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. Responsibility for expenses of maintenance and the like relating to such utilities, to the extent located in or defined as Common Elements, shall be borne by the Association.

The Developer further reserves the right at any time to grant easements for utilities over, under and across the Condominium Premises to appropriate governmental agencies and private and public utility companies, and to transfer title 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 the Condominium

Subdivision Plan attached as Exhibit B. All 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 amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

C. EXISTING EASEMENTS: The Condominium Premises are or may be encumbered by various easements. Such easements are specifically preserved by this Master Deed, to the extent not changed by this Master Deed. Any and all such easements currently in existence are set forth in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed.

D. GRANT OF EASEMENT 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 during the Construction and Sales Period. No easement created under the Condominium Documents may be modified, nor may any of the obligations with respect to it be varied, without the consent of each Person benefitted by it.

E. EASEMENTS FOR MAINTENANCE, REPAIR, AND REPLACEMENTS: The Developer, the Association, all public and private utilities, and cable television providers and like entities shall have such easements over, under, across and through the Condominium Premises as may be reasonably necessary to fulfill any responsibilities of maintenance, repair, or replacement which they or any of them are required or permitted to perform under contract, the Condominium Documents or by law. The Developer reserves the right at anytime during the Construction and Sales Period to grant easements for utilities and the like, including specifically cable television and sanitary and storm sewer systems and improvements, under and across the Condominium to appropriate public or private utility company or companies, and, if necessary, to transfer title to such utilities and the like to public or private agencies or to utility companies. Any such easement or transfer of title may be conveyed 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, recorded in the Clinton County Register of Deeds. All of the Co-owners, Mortgagees 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 amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

F. TELECOMMUNICATIONS AGREEMENTS: Developer, or 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, agreement, wiring agreement, right-of-way agreement, access agreement and, to the extent allowed by law, contracts for sharing of installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video test, broad band cable, earth antenna and similar services (collectively "telecommunications") to the Project or any Unit in it. However, in no event shall Developer or the Association enter into any contract or agreement, grant 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 company 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.

G. EASEMENTS FOR PROPOSED FUTURE DEVELOPMENT: Developer reserves for itself and for the Co-owners and Mortgagees of Meadowbrook, their guests and invitees, such easements as are necessary for the purposes of ingress and egress to and from any portion of the Condominium Premises as described above, or to and from the land described as Proposed Future Development in Article III, should all or any part of Proposed Future Development land be later committed to the Meadowbrook Residential Site Condominium Project. Developer may grant reciprocal rights and easements over private roads located wholly or partially in any portion of the Condominium Premise, or the Proposed Future Development for the benefit of Co-owners and Mortgagees of other portions of the Condominium Premise or the Proposed Future Development.

**ARTICLE XI
AMENDMENT**

In addition to rights to amend as previously described, this Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as set forth below:

A. MODIFICATION OF UNITS OR COMMON ELEMENTS: The exterior boundaries of a Unit may not be modified in any material way without the consent of the Co-owner and Mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement of them be modified in any material way without the written consent of the Co-owner and Mortgagee of any Unit to which such Limited Common Elements are appurtenant, except as may otherwise be expressly provided in this Master Deed or in the Condominium Bylaws.

B. MORTGAGEE CONSENT: Whenever a proposed amendment would change the rights of Mortgagees generally, then such amendment

shall require the approval of 66-2/3% of all first Mortgagees of record, allocating one vote for each mortgage held.

C. CHANGE IN PERCENTAGE OF VALUE: The value of the vote of any Co-owner, the Co-owner's corresponding share of proceeds and expenses of administration and share of ownership of Common Elements 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 may otherwise expressly be provided for in this Master Deed or in the Condominium Bylaws.

D. TERMINATION, VACATION, REVOCATION OR ABANDONMENT: The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and of 80% of the non-developer Co-owners.

E. RESERVATION OF RIGHTS OF DEVELOPER: The Condominium Act, at Section 90, provides that the Developer may reserve certain rights to amend the Master Deed and Condominium Documents. Developer reserves the right to amend for all purposes that do not materially alter or change the rights of a Co-owner or Mortgagee, hereby reserving the right to do so pursuant to Section 90 (1) of the Condominium Act. In its reservation of such right, Developer includes, without limitation except as stated elsewhere in this Master Deed, a modification of the unsold Condominium Units and their appurtenant Limited Common Elements, if any. Developer reserves the right to amend materially the Master Deed and other Condominium Documents to achieve certain specified purposes that are set forth below and elsewhere in this document, except those prohibited by Section 90 of the Act and, having made a proper reservation, such amendments to achieve specified purposes may be made without the consent of Co-owners or Mortgagee include:

1. To expand the Condominium, redefine Common Elements, adjust Percentages of Value relating to such expansion or redefinition, to equitably allocate the Association's expenses amongst Co-owners and to make any other amendments permitted Developer by the Act or by any other provision of this Master Deed;
2. To amend the Condominium Bylaws (Exhibit A) subject to any restrictions or amendments stated in them, and to amend the Condominium Subdivision Plan (Exhibit B);
3. To modify Limited and General Common Elements in the area of unsold Units;

4. To correct arithmetic errors, survey errors, plan errors, typographical errors, deviations in construction, or to correct errors in the boundaries or locations of improvements and for all other purposes unless such amendment would materially change the right of a Co-owner or Mortgagee;
5. To clarify or explain the provisions of the Master Deed, its Exhibits, and other Condominium Documents;
6. To comply with the Condominium Act or rules promulgated under it or with any requirements of any governmental or quasi-governmental agency, or any financing institution providing mortgages on Units located in the Project;
7. To make, define, or limit easements affecting the Condominium Project;
8. To record a Consolidating Master Deed and/or to record an "as built" Condominium Subdivision Plan and/or to designate any improvements shown on the Condominium Subdivision Plan as "must be built", subject to any limitations or obligations imposed by the Master Deed and by the Condominium Act.

The amendments described in above Section E may be made without the consent of Co-owners or Mortgagees. The rights here and elsewhere reserved to Developer may not be amended except with the consent of Developer:

F. LIMITATIONS ON RIGHTS RESERVED BY DEVELOPER: By way of clarification and exception, notwithstanding any other provisions of this Article, the method or formula used to determine the Percentage of Value of Units in the Condominium, as described previously, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit exterior boundaries or appurtenant Limited Common Elements, if any, may not be modified without the Co-owner's consent.

G. DEVELOPER APPROVAL: During the Construction and Sales Period, no amendment to this Master Deed or other Condominium Documents shall be effective without the written consent of the

Developer. As set forth more specifically in the Condominium Bylaws, Developer retains architectural control as to any buildings, structures and improvements placed in or upon a Condominium Unit.

ARTICLE XII
DEVELOPER OFFICE

Developer may maintain an office or other similar sales facilities in the Condominium Project. If it does so, Developer shall pay all costs related to the use of such facilities while owned by Developer and restore the facilities to habitable status or remove them upon termination of use.

ARTICLE XIII
TERMINATION

The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent required by the Act or other applicable law at the time of such event.


ARTICLE XIV
CONTROLLING LAW

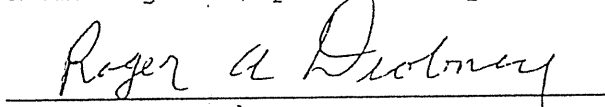
The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.

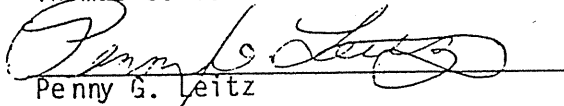
Developer has caused this Master Deed for Meadowbrook Residential Site Condominiums to be executed this 18 day of APRIL, 1997.

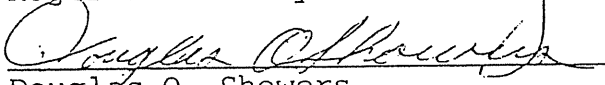
WITNESSES:

HDI DEVELOPMENT COMPANY,
a Michigan co-partnership


Thomas J. Gottschalk


Roger A. Drobney

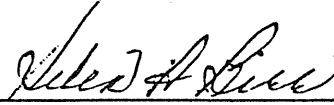

Penny G. Leitz


Douglas O. Showers

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

LIBER 730 PAGE 792

On this 18th day of April, 1997, the foregoing Master Deed was acknowledged before me by Roger A. Drobney and Douglas O. Showers, partners of HDI Development Company, a Michigan co-partnership.



Helen A. Birr Notary Public
Ingham County, Michigan
Commission expires: February 12, 1998

PREPARED BY AND WHEN
RECORDED RETURN TO:

MICHAEL H. RHODES, ESQ.
LOOMIS, EWERT, PARSLEY,
DAVIS & GOTTING, P.C.
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