

MASTER DEED
OF
SILVER BELL OAKS.
a Condominium

This Master Deed is made and executed on this 11th day of March, 1993, by Silver Bell Limited Partnership, a Michigan limited partnership, hereinafter referred to as "Developer", of 2600 Telegraph Road, suite 100, Bloomfield Hills, Michigan 48302, in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) , hereinafter referred to as the "Act".

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

NOW THEREFORE, the Developer does, upon the recording hereof, establish Silver Bell Oaks as a Condominium Project under the Act and does declare that Silver Bell Oaks (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, as amended, and subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Condominium Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, their heirs, legal representative and assigns, and any persons acquiring or owning any interest in the real property, their grantees, successors, heirs, legal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Silver Bell Oaks, Oakland County Condominium Subdivision Plan No. 814 . The Condominium project is established in accordance with the Act. The units contained in the Condominium, including the number, boundaries and, dimensions of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. The Condominium Project contains individual units which may be. used for residential purposes and each unit is capable of individual utilization on account of having its own access to a common element of the Condominium Project. Each Co-owner of a Unit in the Condominium Project shall have an exclusive property right to his unit and an undivided and inseparable right with other Co-owners in the .common elements of the Condominium Project as are hereinafter set forth.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is located in Orion Township, Oakland County, Michigan and is more particularly described as follows:

[THIS SPACE INTENTIONALLY LEFT BLANK. THE LEGAL DESCRIPTION OF THE LAND SUBMITTED TO THE CONDOMINIUM PROJECT BEGINS ON THE FOLLOWING PAGE.]

DESCRIPTION OF SILVER BELL OAKS
A CONDOMINIUM

PART OF THE SOUTHWEST 1/4 OF SECTION 25 AND OUTLOT "F" OF HI-HILL VILLAGE NO.2 AS RECORDED IN LIBER 101, PAGES 37 & 38 OF PLATS, OAKLAND COUNTY RECORDS, T- 4 -N, R-10 -E , ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS : BEGINNING AT

THE SOUTHWEST CORNER OF SAID SECTION 25 SAID POINT ALSO BEING THE SOUTHEAST CORNER OF " HI -HILL VILLAGE" AS RECORDED IN LIBER 9 0 , PAGE 13 OF PLATS, OAKLAND COUNTY RECORDS; THENCE

N. 010 03' 32" W., 390.01 FEET ALONG THE WEST LINE OF SAID

SECTION 25 (BALD MOUNTAIN ROAD) TO A POINT ON THE SOUTHERLY LINE OF SAID "HI-HILL VILLAGE NO.2"; THENCE THE FOLLOWING FIVE COURSES ALONG THE PERIMETER OF SAID SUBDIVISION: (1)

N. 87° 55' 57" B., 303.20 FEET, AND (2) ALONG A CURVE TO THE LEFT 73. 06 FEET, SAID CURVE HAVING A RADIUS OF 118.12 FEET, CENTRAL ANGLE OF 35°26' 25" AND A LONG CHORD OF N. 70° 12' 45" E., 71.90 FEET, AND (3) ALONG A CURVE TO THE RIGHT 113.89 FEET, SAID CURVE HAVING A RADIUS OF 184.12 FEET, CENTRAL ANGLE OF 35° 26' 25" AND A LONG CHORD OF N. 70°12' 45" E., 112.08 FEET, AND (4)

N. 87° 55' 57" E., 30.00 FEET, AND (5) N. 02° 04' 03" W., .114.00 FEET TO THE SOUTHEAST CORNER OF OUTLOT F OF SAID "HI HILL VILLAGE NO. 2" ; THENCE THE FOLLOWING 13. COURSES ALONG THE PERIMETER OF SAID OUTLOT: (1) S. 87° 55~ 57" W., 203.13 FEET, AND (2)

N. 13° 02' 47" B., 451.86 FEET, AND (3) N. 02°58' 04" E., 265.04 FEET, AND (4) N. 13°14' 13" W., 171.43 FEET, AND (5)

N. 18°45' 13" W., 223.14 FEET, AND (6) S. 72°56' 27" W., 145.00 FEET TO A POINT ON THE EASTERLY LINE OF BALD MOUNTAIN ROAD (86 FOOT RIGHT-OF-WAY) , AND (7) N. 26°24' 03" W., 66.86 FEET ALONG SAID ROAD LINE, AND (8) N. 72° 56' 27" B., 145.00 FEET, AND (9) N. 19°31' 03. W., 237.68 FEET, AND (10) N. 08°57' 11" W.,

191.08 FEET, AND (11) N. 010 07' 03" W., 218.17 FEET, AND (12) ALONG A NON- TANGENT CURVE TO THE RIGHT 34 .43 FEET SAID CURVE HAVING A RADIUS OF 443. 00 FEET, CENTRAL ANGLE OF 04° 27' 11" AND A LONG CHORD OF N. 76°20' 17. W., 34.42 FEET, AND (13)

N. 74° 06' 42" W., 99.88 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT F SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID BALD MOUNTAIN ROAD ; THENCE N. 15 ° 53 ' 18 .B ., 86 .00 FEET ALONG SAID ROAD LINE TO A SOUTHERLY CORNER OF "HI-HILL VILLAGE NO.3. AS RECORDED IN LIBER 120 , PAGES 13 & 14 OF PLATS, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING 6 COURSES ALONG THE PERIMETER OF SAID SUBDIVISION: (1) S. 74°06' 42" E., 99.88 FEET, AND (2)

ALONG A CURVE TO THE LEFT 49.85 FEET, SAID CURVE HAVING A RADIUS OF 357.00 FEET, CENTRAL ANGLE OF 08° 00' 01" AND A LONG CHORD OF S. 78°06' 42" B., 49.81 FEET, AND (3) N. 13°05' 39. E., 106.43 FEET, AND (4) N. 32°--55.' 22. E. , 527.80 FEET, AND (5)

N. 15° 15' 22. B., 254.91 FEET, AND (6) N. 09°56' 42" E., 296.72 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION SAID POINT ALSO BEING ON THE EAST-WEST 1/4 LINE OF SAID SECTION 25; THENCE

S. 82°30' 11" E., 654.12 FEET ALONG SAID EAST-WEST 1/4 LINE;

THENCE S. 010 14' 28" E., 1,144.27 FEET; THENCE

S. 88° 45' 32" W., 372.63 FEET; THENCE S. 03°35' 12" E., 258.05 FEET; THENCE S. 28° 16' 08" E., 167.00 FEET; THENCE

S. 03°43' 12" E., 127.73 FEET; THENCE S. 05°34' 55" W. , 79.72 FEET; THENCE S. 55°30' 00" E., 121.00 FEET; THENCE

S. 23° 18' 49" E., 88.60 FEET; THENCE S. 54° 15' 05" E., 126.54 FEET; THENCE S. 02°02' 38" E., 144.47 FEET; THENCE

N. 87° 57' 22" E., 200.02 FEET; THENCE ALONG A CURVE TO THE RIGHT 21.96 FEET, SAID CURVE HAVING A RADIUS OF 1,190.00 FEET, CENTRAL ANGLE OF 010 03' 27" AND A LONG CHORD BEARING OF

S. 00° 01' 10" E., 21.96 FEET; THENCE S.89°29' 27" E., 160.87 FEET; THENCE S. 01° 17' 04" E., 301.52 FEET; THENCE

S.06°41' 55" W., 100.98 FEET; THENCE S.00°42' 24" W., 100.06 FEET; THENCE S. 88°42' S6n W., 167.50 FEET; THENCE

S. 76° 59' 13" W., 62.32 FEET; THENCE S. 87° 57' 22" W., 505.58 FEET; THENCE S. 50037' S6n W., 43.01 FEET; THENCE

S. 05045' 28" E., 274.50 FEET; THENCE S. 02°26' 31" E., 127.31 FEET; THENCE S. 02°02' 38" E., 280.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 2; THENCE ALONG SAID LINE (SILVER BELL ROAD); THENCE S. 87° 57' 22" W., 892.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 69.40 ACRES .

SUBJECT TO THE RIGHTS OF THE PUBLIC IN SILVER BELL AND .BALD MOUNTAIN ROADS .

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Subject to any easements, restrictions, rights of way and governmental limitations, recorded or otherwise (including, but not limited to, that certain Conservation Easement dated March 11,1993 between the Developer and the Michigan Department of Natural Resources and any and all amendments thereto) .

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed, the Condominium Bylaws and the Condominium Subdivision Plan, but are or may be used in various instruments such as, by way of example and not limitation, the Articles of Incorporation and corporate Bylaws and Rules and Regulations of silver Bell Oaks Condominium Association, a non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, Silver Bell Oaks, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

B. "Association" means silver Bell Oaks Condominium" Association, 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. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association Bylaws" means the corporate bylaws of Silver Bell Oaks Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Common Elements", where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

E. "Condominium Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by section 53 of the Act to be recorded as part of the Master Deed.

F. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, corporate bylaws and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Silver Bell Oaks, as described above.

H. "Condominium Project", "Condominium" or "Project" means a condominium project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit B hereto.

J. "Condominium Unit" or "unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed.

K. "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, including the vendee of any land contract of purchase who is not in default thereunder. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

L "Developer" shall mean Silver Bell Limited Partnership, the Michigan limited partnership that made and executed this Master Deed, and its legal representatives, heirs, successors and assigns.

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

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

ARTICLE IV

COMMON ELEMENTS

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

A. The General Common Elements are:

1. The land described in Article II hereof, as amended, excluding the portion of the land described in Article V below and in the Condominium Subdivision Plan as constituting the Condominium Units.
2. The electrical, telephone and/or television wiring networks throughout the project up to, but not including, the electric meter or other similar connection device for each residential dwelling that is now or is hereafter constructed within the perimeter of a unit, together with common lighting for the Project, if any is installed.
3. The gas line network throughout the Project up to, but not including, the gas meter for each residential dwelling that is now within or is hereafter constructed within the perimeter of a unit.
4. The water and waste disposal system throughout the Project, up to the point of entry into any residential dwelling that is now within or is hereafter constructed within the perimeter of any Unit, including all common sprinkling system fixtures and connections as well as all common sprinkling system controls, if any are installed.
5. The storm drainage system throughout the Project.
6. The sanitary sewer system throughout the Project up to the point where service is stubbed for connection with each residential dwelling that is now within or is hereafter constructed within the perimeter of a Unit.
7. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project (including, without limitation, any collector roadway).

Some or all of the utility lines, systems (including mains and service leads) and equipment and the electrical, telephone and/or television wiring networks described above 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, and the electrical, telephone and/or television wiring networks shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. There are no Limited Common Elements. In connection with any amendment made by the

Developer pursuant to the Master Deed, the Developer may designate certain elements as Limited Common Elements which shall be subject to the exclusive use and enjoyment of the Co-Owner of the unit to which such Limited Common Elements are appurtenant. Such Limited Common Elements may include the yard area surrounding each residential dwelling constructed on a unit and any driveway, sidewalk, patio, deck or similar structure which may be constructed on said yard area.

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

1. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, except for costs necessitated by the intentional acts or negligence of a Co-owner, or his guests, invitees or assignees, which shall be borne by such Co-owner.
2. The responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance to each dwelling within a unit shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of such dwellings, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association. In connection with any amendment made by the Developer pursuant to the Master Deed, Developer may designate Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.
3. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings constructed within any Unit boundaries as it may deem appropriate (including, without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Condominium Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.
4. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the right of any other Co-owner in the use and enjoyment of his Unit or the Common Elements .
5. If any Co-owner shall elect to construct or install, with the prior approval of the Association, any improvements to his Unit or to the Common Elements appurtenant to his Unit which increase the cost of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit.
6. The costs of maintaining, repairing and replacing the retention basin system and storm water drainage system shall be borne by the Association. In the event that the Association fails to adequately maintain, repair or replace the retention basin system or the storm drainage system, the Charter Township of Orion may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Charter Township of Orion may undertake such maintenance, repair or replacement and the costs thereof, plus a twenty-five percent (25%) administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual tax roll of the Charter Township of Orion.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of silver Bell Oaks, as surveyed by Giffels–Webster Engineers, Inc., attached hereto as Exhibit B. Each unit shall consist of the land contained within the unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto.

B. The percentage of value assigned to each unit is equal. This assignment was based on the fact that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co–owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co–owner in the proceeds and the expenses of administration and the value of such co–owner's vote at meetings of the Association. The total value of the Project is 100%.

C. The number, size, and/or location of Units as described in Exhibit B or the designation of Limited Common Elements hereof may be modified from time to time by Developer or its successors in its sole discretion. Accordingly, in accordance with section 90 of the Act, Developer reserves the right to modify the number, size and/or location of unsold Condominium units and their appurtenant Limited Common Elements from time to time. The precise nature and extent of such modifications shall be determined by the Developer in its sole judgment and discretion. Developer reserves the right to describe each such modified unit and the Limited Common Elements appurtenant thereto by subsequent amendment or amendments to this Master Deed, which shall be effected solely by Developer without the necessity of a consent from, or execution of an instrument by, any other person now or hereafter interested in the Condominium Project, whether as Owner, mortgagee or otherwise. Further, the Developer may, in connection with any such amendment, readjust percentages of value for all the Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modification based upon the original method of determination of percentages of value for the Project. No Units so modified shall be conveyed until an amendment effecting such modifications is recorded with the Register of Deeds for Oakland County, Michigan. All of the Co–owners and mortgagees of units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed as may be necessary to effectuate the foregoing, so long as the amendments do not materially alter or change the rights of the Co–owners, mortgagees or other interested parties. All such interested persons irrevocably appoint Developer and its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed.

ARTICLE VI

EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to this initial Master Deed may be extended beyond the first stage described herein to contain in its entirety no more than two hundred forty–seven (247) units. additional Units, if any, will be constructed upon all or some portion of the following described land:

[THIS SPACE INTENTIONALLY LEFT BLANK. THE LEGAL DESCRIPTION OF THE LAND UPON WHICH THE CONDOMINIUM PROJECT MAY BE EXTENDED BEGINS ON THE FOLLOWING PAGE.]

DESCRIPTION OF PROPOSED DEVELOPMENT
SILVER BELL OAKS
A CONDOMINIUM

PART OF THE SOUTH 1/2 OF SECTION 25, T-2-N., R-10-E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS : COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25 ;

THENCE N. 87°57' 22" E., 892.04 FEET ALONG THE SOUTH LINE OF SAID SECTION 25 (SILVER BELL ROAD) TO THE POINT OF BEGINNING; THENCE N. 02° 02' 38" W. , 280.00 FEET; THENCE N. 02° 26' 31" W ., 127.31 FEET; THENCE N. 05°45' 28" W., 274.50 FEET; THENCE

N. 50037' 56n E., 43.01 FEET; THENCE N. 87° 57' 22" E., 505.58 FEET; THENCE N. 76° 59' 13" E., 62.32 FEET; THENCE

N. 88°42' 56n E., 167.50 FEET; THENCE N. 00°42' 24" E., 100.06 FEET; THENCE N. 06°41' 55n E., 100.98 FEET; THENCE

N. 01°17' 04" W., 301.52 FEET; THENCE N. 89°29' 27" W., 160.87 FEET; THENCE ON A CURVE TO THE LEFT 21.96 FEET, SAID CURVE HAVING A RADIUS OF 1,190.00 FEET, CENTRAL ANGLE OF 010 03' 27" AND A LONG CHORD BEARING OF N. 00°01' 10" W., 21.96 FEET; THENCE

S. 87°57' 22" W., 200.02 FEET; THENCE N. 02° 02' 38" W., 144.47 FEET; THENCE N. 54° 15' 05" W., 126.54 FEET; THENCE

N. 23°18' 49" W., 88.60 FEET; THENCE N. 550 30' 00" W., 121.00 FEET; THENCE N. 050 34' 55" E., 79.72 FEET; THENCE

N. 03°43' 12" W., 127.73 FEET; THENCE N. 28°16' 08" W., '167.00 FEET; THENCE N. 03°35' 12" W., 258.05 FEET; THENCE

N. 88°45' 32" E., 372.63 FEET; THENCE S. 01° 14' 28" E., 112.40 FEET; THENCE N. 87° 56' 53" E., 1,053.69 FEET; THENCE

S. 00°51' 15" E., 379.07 FEET; THENCE N. 87° 54' 58" E.,

1,467.11 FEET; THENCE S. 02°42' 53" E., 1,026.79 FEET TO A POINT ON THE NORTHERLY LINE OF "SILVER BELL ESTATES AS RECORDED IN LIBER 66 , PAGE 27 OF PLATS, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING TWO COURSES ALONG THE PERIMETER OF SAID SUBDIVISION:

(1) S. 87°53' 56" W., 1,509.37 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION, AND
(2) S. 010 17' 04" E., 714.81 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT BEING ON THE SOUTH LINE OF SAID SECTION 25; THENCE S. 87° 57' 22" W. , 1,487.85 FEET ALONG SAID LINE (SILVERBELL ROAD) AND IN PART ALONG THE NORTHERLY LINE OF "DUNN FARMS" AS RECORDED IN LIBER 72, PAGE 6 OF PLATS, OAKLAND COUNTY RECORDS TO THE POINT OF BEGINNING AND CONTAINING 95.46 ACRES.

SUBJECT TO THE RIGHTS OF THE PUBLIC IN SILVER BELL AND BALD MOUNTAIN ROADS .

Subject to any easements, restrictions, right of way, governmental limitations, and judgments of record, recorded or otherwise (hereinafter referred to as "Future Development").

Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its legal representatives or assigns, from time to time, within a period ending no later than six (6) years from the date of recording of this Master Deed, be increased by the addition of units within any portion or all of the Future Development. The size and location of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment, although the total number of Units shall not exceed two hundred forty-seven (247). Such increases in size of this Condominium Project 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 discretion of the Developer or its assigns and in which the percentages of value set forth in Article V hereof shall be proportionally adjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the additional parcel or parcels being added to the Project by such amendment. In addition, with any such amendment(s) Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and walkways in the Project to any roadways and walkways that may be located on, or planned for the Future Development. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer and its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and Developer (or its assigns) may, in its discretion, establish all or a portion of such Future Development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area for Future Development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII

SPECIAL ASSESSMENTS AND EASEMENTS; DEDICATION OF PUBLIC STREETS, WATER MAIN AND SANITARY SEWER SYSTEM; WETLANDS

A. 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 by reason of construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. Developer hereby declares and grants perpetual 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. Each

Co-owner shall allow the Developer and public utilities to have such access to the Common Elements and the Units" as may be necessary for the installation, "service or maintenance of utility services such as sewer, drainage, communications, water, electricity and gas. Developer hereby declares and grants such other perpetual easements as may be necessary for continued use and enjoyment of the Condominium Project.

B. Developer hereby declares and grants perpetual easements to a.1d in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and their appurtenant Limited Common Elements in the Project, for access to the Units and the exterior of each of the residential dwellings that is constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with provisions of the Master Deed. Each Co-owner shall, in the first instance, be responsible for decoration, maintenance, repair and replacement of the residential dwelling constructed within his Unit in the Project, together with all appurtenances thereto, whether lying within the Unit or any Limited Common Element yard area immediately surrounding the same. In the event such Co-owner fails to maintain the same in accordance with the aesthetic, maintenance and architectural standards imposed by the Association and the Condominium Documents, however, the Association may enter upon the Unit and any Limited Common Elements appurtenant thereto and perform any required decoration, maintenance, repair or replacement and assess the costs thereof to the pertinent Co-owner in accordance with the provisions of Article II of the Condominium Bylaws.

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

Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner; mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

D. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and for purposes of inspection of any unit and/or appurtenant Limited Common Elements to ascertain that the same have been designed and constructed in conformity with standards imposed and/or specific approvals granted

by the Association.

E. The Association, acting through its duly constituted Board of Directors and subject to the approval of the Developer so long as Developer continues to own any unit in the Project, 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 grant any easement, license or right of entry or do any other act or thing which will violate any provisions 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.

F. The Association, acting through its lawfully constituted board of directors (including any board of directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as Developer continues to own any Unit in the Project.

G. Until the initial sale of all Condominium units in the project has been completed, the Developer reserves for the benefit of itself, its legal representatives and successors and assigns, easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purpose of ingress and egress to and from any and all portion of the land described in Article II. So long as the Developer owns one or more of the units in the Project, it shall be subject to the provisions of this Master Deed and of the Act; provided, however, that the Developer shall be exempt from all requirements relating to approval of an initial sale of any Unit in the Project as set forth in the Condominium Bylaws.

H. Notwithstanding anything to the contrary express or implied in this Master Deed, (i) upon approval by an affirmative vote of not less than fifty-one percent (51%) of all Co-owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium Premises; and (ii) in the event that a special assessment road improvement project is established pursuant to applicable Michigan law, (A) the Association shall be vested with the power and authority to sign petitions for, and to act on behalf of, all Co-owners in all statutory proceedings regarding special assessment road improvements and (8) the collective costs assessable to the Condominium Premises as a whole shall be borne by all Co-owners.

I. The Board of Directors of the Association may dedicate or may grant easements over or through any portion of any General Common Elements of the Condominium Project for public highway purposes; and, alternatively, during the development and sales period of the Condominium Project, the Developer may grant such easements or execute dedications of public roadway over all Common Elements. The Developer hereby reserves the right to dedicate to the public the roads and streets designated and depicted as public roads and streets on Exhibit B and to execute dedications and any other necessary or reasonable instruments or documents to effect such dedication. Any such dedication of public roads and streets may be effected solely by Developer without the necessity of a consent from, or execution

of an instrument by, any other person now or hereafter interested in the Condominium Project, whether as Owner, mortgagee or otherwise.

J. The Developer hereby reserves the right to dedicate to the Charter Township of Orion the water main and sanitary sewer system designated and depicted as such on Exhibit B and to execute dedications and any other necessary or reasonable instruments or documents to effect such dedication. Any such dedication may be effected solely by Developer without the necessity of a consent from, or execution of an instrument by, any other person now or hereafter interested in the Condominium Project, whether as Owner, mortgagee or otherwise.

K. The Condominium Project contains wetlands as depicted on the Condominium Subdivision Plan, attached as Exhibit B hereto. Prior to the sale of any unit or commencement of any construction on any Unit, the boundary of the wetland areas must be protected by the placement of a permanent barrier such as fencing, common walkway or a sign at the edge of the wetland and the units. Any Co-Owner of units 45,46,47,48,51,52,53,54,62,63 and 66 shall be subject to all use and other restrictions pertaining to wetlands, including, but not limited to, the provisions of the Michigan Goemaere-Anderson Wetland Protection Act, Act 203 of the Public Acts of 1979, as amended. All wetlands in the Condominium Project are subject to that certain Conservation Easement dated March 11, 1993 between the Developer and the Michigan Department of Natural Resources and any and all amendments thereto.

ARTICLE VIII

COVENANTS RUNNING WITH THE LAND

All provisions of the Master Deed and its Exhibits, as amended, shall be construed to be covenants running with the land and with every part thereof and interest therein, including, but not limited to, every unit and the appurtenances thereto; and every Co-owner of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions hereof.

ARTICLE IX

AMENDMENT

Except as may be otherwise provided herein, the Condominium Documents, and each of them, may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of the Co-owners and of the unit mortgagees (allowing one vote for each mortgage held) except as hereinafter set forth:

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or can, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents effecting such amendment or termination shall be recorded with the Register of Deeds of Oakland County, Michigan.

B. If there is a Co-owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:

1. The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a unit in the Project.

2. The amendment may be made, even if it would materially alter or change the rights of the Co-owners or mortgagees, with the consent of sixty-six and two-thirds percent (66-2/3%) of the Co-owners and mortgagees; provided, however, that the dimensions of a Unit or appurtenant Limited

Common Elements may not be modified without the consent of the Co-owner and mortgagee of such Unit; and provided further, that the provisions of Articles IV, V, VI, VII, and this Article I-1 shall not be modified without the written consent of the Developer so long as the Developer continues to own or to offer for sale any unit in the Project. For the purposes of this subsection, a mortgagee shall have one vote for each mortgage held.

3. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed, including, but not limited to, amendments for the purpose of modifying the types and/or sizes of unsold units and any appurtenant Limited Common Elements.

4. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration of the Association. The Co-owners and mortgagees of record shall be notified of proposed amendments under this section not less than ten (10) days before the amendment is recorded.

C. If there is a Co-owner other than the Developer, the Project may be terminated only with the consent of the Developer and not less than eighty percent (80%) of the Co-owners and Unit mortgagees, as follows:

1. Agreement of the required number of Co-owners and mortgagees to termination of the project shall be evidenced by the execution of the termination agreement or of ratification thereof, and the termination shall become effective only when the agreement is so evidenced of record.

2. Upon recordation of an instrument terminating the project, the Property constituting the Condominium shall be owned by the Co-owners as tenants-in-common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy-in-common lasts, each Co-owner or the heirs, successors or assigns thereof, shall have an exclusive right of occupancy of that portion of the Property which formerly constituted the Condominium unit.

3. Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective, undivided interests in the Common Elements immediately before recordation, except that common profits, if any, shall be distributed in accordance with the Condominium Documents and the Act.

4. Notification of termination, by first class mail, shall be made to all parties interested in the Project, including escrow agents, land contract vendors and vendees, lien holders and prospective purchasers who deposited escrow

funds.

D. Notwithstanding anything to the contrary express or implied in this Master Deed, (i) Article IV, section C6 and Article IX, section D of this Master Deed shall not be amended without the prior written consent of the Charter Township of Orion, and (ii) Article II, section 2.3, and Article VI, section 6.1 of the Condominium Bylaws shall not be amended without the prior written consent of the Charter Township of Orion.

ARTICLE X

ASSIGNMENT

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