

PURCHASER INFORMATION BOOKLET

OXFORD PARK CONDOMINIUM

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BERNARD J. YOUNGBLOOD, REGISTER OF DEED  
WAYNE COUNTY, MI

\$4.00 REINUMENTATION

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Bernard J. Youngblood  
Wayne Co. Register of Deeds

# MASTER DEED

## OXFORD PARK CONDOMINIUM

This Master Deed is executed this 20<sup>th</sup> day of January, 2003, by Estate /Millcreek/Canton L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 70 West Big Beaver Road, Suite 116, Troy, Michigan 48098, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

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

**NOW, THEREFORE**, the Developer does, upon the recording hereof, establish Oxford Park Condominium as a Condominium Project under the Act and does declare that Oxford Park Condominium (hereinafter referred to as the "Condominium," "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

### ARTICLE I

#### TITLE AND NATURE

The Condominium Project shall be known as Oxford Park Condominium, Wayne County Condominium Subdivision Plan No. 688. The Condominium Project is established in accordance with the Act. There are thirty-one (31) Units contained in the Condominium, including the number, boundaries, dimensions and area of each and all of which are set forth completely in

EXAMINED AND APPROVED  
DATE JAN 22 2003  
BY DGS  
DANIEL P. LANE

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the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project or to a public road. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

## ARTICLE II

### LEGAL DESCRIPTION

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

Part of the Southeast 1/4 of Section 5, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as follows: Commencing at the East 1/4 corner Section 5, Town 2 South, Range 8 East, thence along the East and West 1/4 line of Section 5, also the centerline of Gyde Road (66 feet wide), S 89°39'24" W, 1331.54 feet to the Point of Beginning and the Westerly boundary of Straiford Park Sub'n No. 2 (Liber 108, Pages 32-33, Wayne County Records); thence S 01°20'50" W 1303.69 feet to the northerly boundary of Buckingham Place Sub'n (Liber 105, Pages 41-47, Wayne County Records); thence along said boundary S 89°38'49" W, 1003.75 feet; thence continuing along said boundary N 01°20'05" E, 389.86 feet; thence N 89°38'49" E 335.28 feet; thence N 01°19'02" E, 913.93 feet to the East and West 1/4 line of Section 5, also the centerline of Gyde Road (66 feet wide); thence N 89°39'24" E, 669.03 feet to the Point of Beginning. Containing 23.0050 acres of land.

## ARTICLE III

### DEFINITIONS

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

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

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

**Section 3. Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

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

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

**Section 7. Condominium Project, Condominium or Project.** "Condominium Project," "Condominium" or "Project" means Oxford Park Condominium, as a Condominium Project established in conformity with the Act.

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

**Section 9. Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed (including the final amended Bylaws attached as Exhibit A and the final, "as-built" Condominium Subdivision Plan attached as Exhibit B) which shall describe Oxford Park Condominium as a completed Condominium Project as finally established and modified pursuant to the provisions of this Master Deed, together with all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Wayne County Register of Deeds, shall supersede this previously recorded Master Deed and all amendments hereto.

**Section 10. Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Unit(s) in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

**Section 11. Developer.** "Developer" means Estate/Millcreek/Canton L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

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

**Section 13. First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units which may be created are sold, whichever first occurs.

**Section 14. Township.** "Township," whenever used in the Condominium Documents, means the Charter Township of Canton, Wayne County, Michigan, within which the land described in Article II is located.

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

**Section 16. Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean a single residential building site in Oxford Park Condominium, as described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer, as Developer, does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant Limited Common Elements.

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

#### ARTICLE IV

#### COMMON ELEMENTS

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

**Section I. General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II hereof excluding the portion of the land described in Article V, Section 1 below and in the Condominium Subdivision Plan as constituting the Condominium Units and including any and all General Common Element landscaped areas and other General Common Element areas and improvements and also including Oxford Drive, West Oxford Lane and East Oxford Ct.

(b) **Roadways.** The rights-of-way of Oxford Drive, West Oxford Lane and East Oxford Ct., including any sidewalks for the Condominium, whether or not depicted as General Common Elements. There is no intent by recording this Master Deed to dedicate to the public any portion of said rights-of-way at this time and any such intent or effect is hereby specifically disclaimed. The road pavement and sidewalks, if any, shall be General Common Elements to be maintained by the Association. A portion of Gyde Road lies within the legal description of the Condominium and, as such is technically a General Common Element. Being a public road right-of-way, however, the Association has no responsibilities with respect thereto but there is no intent hereby to dedicate such right-of-way to any public agency.

(c) **Park Areas.** West Gyde Park, East Gyde Park, West Fellows Creek Park and East Fellows Creek Park designated as such on the Condominium Subdivision Plan.

(d) **Common Signage.** The signage located at the entrance of the Project and all other signage identifying the Project that may hereinafter be installed by the Developer or the Association.

(e) **Electrical.** The electrical transmission mains throughout the Project, up to each point of lateral connection for Unit service and including all lighting fixtures in Common Element areas and lines and meters servicing the same. There is no obligation on the part of the Developer to install any particular common lighting but Developer reserves the right to do so, either within the Common Elements or within any one or more Units. Any common lighting installed within a Unit or a Limited Common Element appurtenant thereto and designated as such by the Developer shall be maintained, repaired and replaced by the Association except that the costs of electrical power consumption therefor shall be paid by each Co-owner to whose Unit such designated common light is metered. Any street lighting or other lighting installed within the General Common Elements shall be metered to and paid by the Association unless the Developer determines otherwise.

(f) **Telephone.** The telephone transmission mains throughout the Project up to each point of lateral connection for Unit service.

(g) **Gas.** The gas distribution mains throughout the Project, up to each point of lateral connection for Unit service.

(h) **Sanitary Sewer.** The sanitary sewer mains throughout the Project up to each point of lateral connection for Unit service.

(i) **Telecommunications.** The telecommunications system, if and when installed, up to each point of lateral connection for Unit service.

(j) **Storm Sewer System.** The storm sewer system depicted as such on the Condominium Subdivision Plan, including the storm water detention area.

(k) **Water System.** The water mains throughout the Project up to each point of lateral connection for Unit Service, including any irrigation system for any of the General Common Element landscaped areas, if any such system or landscaping is installed.

(l) **Beneficial Easements.** All offsite easements which benefit the Condominium Premises now or in the future.

(m) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project.

**Section 2. Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit to which the Limited Common Elements are appurtenant. There are no Limited Common Elements in Oxford Park Condominium as of the dated of recording the Master Deed but the Developer has reserved the right to create and assign Limited Common Elements in Article VI hereof.

**Section 3. Responsibilities.** The respective responsibilities for installation, maintenance, decoration, repair and replacement of the Units and Common Elements are as follows:

(a) **Co-owner Responsibilities.**

(i) **Units.** The responsibility for and the costs of construction, maintenance, decoration, repair and replacement of each Unit and its improvements shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of each Unit and its improvements to the extent visible from any other Unit or Common Element in the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

(ii) **Landscaping in Road Rights-of-Way.** Each Co-owner shall be responsible for installing and maintaining landscaping, acceptable to the Association, within the Oxford Drive, West Oxford Lane and East Oxford Ct. rights-of-way lying between the Unit and the road pavement in Oxford Drive, West Oxford Lane and East Oxford Ct. in front of each such Unit except in any sidewalk areas.



(iii) **Utility Services.** All costs of electricity, water, natural gas, telephone and cable television, and any other similar utility services shall be borne by the Co-owner of the Unit to which such services are furnished.

(iv) **Common Lighting.** The Developer may (but is not required to) install common illuminating fixtures within the Condominium and to designate the same as common lighting, as provided in Article IV, Section 1(e) hereof. Some of such common lighting may be installed on the General Common Elements or may be located within Units or Limited Common Elements appurtenant thereto (such as coachlamps or building attachments). All costs of electricity for such common lighting located within Common Elements or Units may, at Developer's election, be metered by the individual electric meters of the Co-owners to whose Unit the same are respectively appurtenant and, if so, shall be paid by such individual Co-owners without reimbursement therefor from the Association. Any common lighting fixtures shall be maintained, repaired and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electrical flow for operation thereof to be interrupted at any time. Said fixtures shall operate on photoelectric cells which shall not be tampered with in any way or disabled by any Co-owner.

(b) **Association Responsibilities.** The costs of maintenance, repair and replacement of all General Common Elements including, but not limited to, the storm drainage system, Oxford Drive, West Oxford Lane and East Oxford Ct. road pavement and traffic islands, any sidewalks, the Condominium parks and any other Common Element improvements which the Developer may install, in its discretion, shall be borne by the Association, except with respect to landscaping in the road right-of-way in front of any Units, as provided in Article IV, Section 3(a)(ii) above, and subject to any provisions of the Bylaws expressly to the contrary. The Association shall not be responsible, in the first instance, 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 regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings or other improvements constructed or installed within any Unit boundaries and their appurtenant Limited Common Elements or within adjoining public road rights-of-way as it may deem appropriate (including, without limitation, painting or other maintenance, lawn mowing, snow plowing/shoveling and tree trimming). 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 Bylaws. The Developer, in the initial maintenance budget or any subsequent budgets 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.

**Section 4. Utility Systems.** Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, described above, may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be Common Elements only to the extent of the Co-owners' interests therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interests, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric, storm sewer, sanitary sewer, natural gas mains, water mains and cable television transmission lines are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within his or her Unit.

**Section 5. Use of Units and Common Elements.** No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

## ARTICLE V

### UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

**Section 1. Description of Units.** There are 31 Units in the Condominium as initially constituted. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Oxford Park Condominium as prepared by Michael L. Priest & Associates, Inc., and attached hereto as Exhibit B. Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit B together with all appurtenances thereto.

**Section 2. Percentage of Value.** The percentage of value assigned to each of the 31 Units is equal and the total of such percentages shall be 100%. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there were not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

## ARTICLE VI

### CONVERTIBLE AREAS

**Section 1. Designation of Convertible Areas.** All Units and Common Elements are hereby designated as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

**Section 2. Reservation of Rights to Modify Units and Common Elements.** The Developer reserves the right, in its sole discretion, subject only to any approvals which may be required by the Township, to modify the size and/or location of all Units and/or all Common Elements herein so long as such modifications do not unreasonably impair or diminish the appearance of the Project. Additionally, the Developer shall be entitled (but not obligated) to construct or install any facility or amenity which it deems appropriate, in its discretion, within any area now or hereafter depicted on the Condominium Subdivision Plan as a General Common Element. All of the foregoing rights of convertibility on the part of the Developer shall expire, if not previously exercised, within six (6) years from the date this Master Deed is recorded.

**Section 3. Amendment of Master Deed.** Such exercise of convertibility rights of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer.

**Section 4. Redefinition of Common Elements.** Such amendment(s) to the Master Deed shall also contain such further definitions and redefinitions of Units and General or Limited Common Elements as may be necessary to adequately describe and serve the Units and Common Elements modified by such amendment(s). In connection with any such amendment(s), the Developer shall have the right to change the size or nature of any Unit or Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

**Section 5. Consolidating Master Deed.** A Consolidating Master Deed as defined and described in Article III, Section 9 of this Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all modifications to the development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

**Section 6. Consent of Interested Persons.** 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 amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VI. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE VII

### SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Condominium Bylaws, as long as the Developer owns one or more Units in the Condominium, the Developer shall have the right, without further authorization from the Co-owners or the Association, to subdivide or consolidate Units held by the Developer in order to facilitate their sale, and to reflect such changes in the affected Unit or Units in a duly recorded amendment or amendments to this Master Deed, subject only to the ordinances and required approvals of the Township.

**Section 1. By Developer.** Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) **Subdivision of Units.** Developer reserves the right, at any time or from time to time during the Development and Sales Period, to subdivide or resubdivide any Units which it owns without limit, except as otherwise provided by law, as to the number of Units resulting from such subdivision. Such subdivision or resubdivision 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 discretion of Developer or its successors.

(b) **Consolidate Contiguous Units.** Developer reserves the right, at any time or from time to time during the Development and Sales Period, to consolidate under single ownership two or more Units provided that no utility connections serving improvements located within other Units are disturbed other than temporarily. 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, its successors or assigns.

(c) **Relocate Boundaries.** Relocate any boundaries between adjoining Units provided that no utility connections serving improvements located within other Units are disturbed other than temporarily. 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, its successors or assigns.

(d) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units 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 percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rercording an entire Master Deed or the Exhibits hereto; provided, however, that a Consolidating Master Deed, when and if rrcorded, shall supersede this previously recorded Master Deed and all amendments hereto.

**Section 2. By Co-owners.** One or more Co-owners may undertake:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his or her Unit upon request to and approval by the Association, by the Township and in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, assigning new identifying numbers to the new Units, designating the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Co-owner's 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 Wayne County Register of Deeds.

(b) **Consolidation of Units; Relocation of Boundaries.** Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association and in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value (if appropriate) and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting 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 Wayne County Register of Deeds.

## ARTICLE VIII

### EASEMENTS

**Section 1. Easement for Utilities.** There shall be easements to, through and over those portions of the land (including all Units), structures, buildings and improvements in the Condominium for installation and for the continuing existence, maintenance, repair, replacement, enlargement and/or tapping into of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time.

**Section 2. Rights Retained by Developer.**

(a) **Access Easements for Development Purposes.** The Developer reserves for the benefit of Developer, and Developer's successors and assigns, the right of unrestricted use of the Condominium roadways and all other Common Elements and all Units for the purposes of ingress and egress to and from all or any portion of the Condominium for purposes of development and marketing thereof and construction thereon.

(b) **Utility Easements for Development Purposes.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, for purposes of developing any lands adjacent to the Condominium Premises, perpetual easements to utilize, tap, tie into, extend and enlarge all utilities located in the Condominium, including, but not limited to, electric, telephone, cable television, gas, sanitary sewer and storm sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it or they 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.

(c) **Granting Utility Rights to Agencies.** The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium and all Units and Common Elements therein to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental 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 hereto, recorded in the Wayne 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 amendments to this Master Deed as may be required to effectuate the foregoing grant of easements or transfers of title.

(d) **Dedication of Roads.** The Developer reserves the right at any time during a period ending two years after the conclusion of the Development and Sales Period to dedicate to the public road rights-of-way of such width as may be required by the local

public authority over any or all of the General Common Elements and Units in Oxford Park Condominium. Any such right-of-way dedication 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 hereto, recorded in the Wayne 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 right-of-way dedication. Nothing herein contained, however, shall be deemed to require that any such dedication shall occur. Provided, however, that no such dedication shall be made without the express approval of the Township or Wayne County. After the expiration of two years from the end of the Development and Sales Period, the right of dedication shall pass to the Association which the Association may exercise by action of its Board of Directors. Mortgagee consent shall not be required for dedication pursuant to this Section.

**Section 3. Utility Easements and Locations of Utility Installations.** Various utility installations exist within the Units and are depicted on the Condominium Subdivision Plan. Perpetual easements exist and are hereby created in this Master Deed and otherwise in favor of all Units and the Owners thereof for the continued existence, maintenance, repair and replacement of such utilities, whether located above or below ground. Also, other utility mains (including, without limitation, natural gas, electric, telephone, storm sewer, sanitary sewer and cable television conduits) may be installed by or at the instance of Developer across all Units to serve some or all other Units in the Condominium. Developer reserves the right to create all such easements and to install or cause to be installed any and all utilities within and across all Units in such locations as Developer may elect, in Developer's sole and absolute discretion and, further, to tap into, extend and enlarge such utilities as may be necessary, in Developer's judgment. All Units shall be convertible by Developer to any extent necessary to create Common Elements and easements in furtherance of the rights reserved in this Section 3.

**Section 4. Easements for Storm Drainage.** There shall exist easements over all Units for purposes of providing storm water drainage and storm water detention as designated on the Condominium Subdivision Plan. No Co-owner shall disturb the grade or otherwise modify the areas within such easements in any way so that the storm water drainage designed for the Condominium Premises shall be unimpeded. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials permissibly located within any open storm drainage easement areas lying within such Co-owner's Unit except as the same may be necessitated by the actions of the Association or any public agency having jurisdiction in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities.

**Section 5. Emergency Vehicle Access Easement.** There shall exist for the benefit of the Township or other emergency or public service agency or authority, an easement over Oxford Drive, West Oxford Lane and East Oxford Ct. for use by the emergency and/or service vehicles of the Township or such agencies so long as said roads remain undedicated. The foregoing easements shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful

governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement, absent specific dedication action by the Developer or Association, shall in no way be construed as a dedication of any streets, roads or driveways to the public.

**Section 6. Roadway and Sidewalk Use and Maintenance.** Oxford Drive, West Oxford Lane and East Oxford Ct., as shown on the Condominium Subdivision Plan, will be maintained (including, without limitation, snow plowing), replaced, repaired and resurfaced as necessary by the Association. Sidewalks, if any are installed, shall be maintained by the Association but need not be snow-plowed by the Association unless the Association specifically undertakes the same. It is the Association's responsibility to inspect and to perform preventative maintenance of the Condominium roadways, unless dedicated, on a regular basis in order to maximize useful life and to minimize repair and replacement costs. If the Association fails to provide adequate maintenance, repair or replacement of the roads, the Township 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 Township may undertake such maintenance, repair, or replacement and the costs thereof plus a 25% administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual tax roll of Canton Township. If ever dedicated, Oxford Drive, West Oxford Lane and East Oxford Ct. shall be maintained, repaired and replaced by and at the expense of the public agency having jurisdiction. The portion of the Gyde Road right-of-way lying within the Condominium shall be the responsibility of the public agency having jurisdiction.

**Section 7. Storm Water Drainage System Maintenance.** The responsibility for maintenance and the costs of maintenance, repair and replacement of the storm water drainage system, including the storm water detention areas, shall be borne by the Association. In the event that the Association fails to provide adequate maintenance, repair or replacement of the storm water drainage system, the Township 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 Township may undertake such maintenance, repair, or replacement and the costs thereof plus a 25% administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual Township of Canton tax roll.

**Section 8. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired.

**Section 9. Association, Developer and Utility Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and



Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within or appurtenant to his or her Unit, it is nevertheless a matter of concern that a Co-owner may fail to maintain the exterior of the improvements within his or her Unit in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws or by rules and regulations which may be adopted by the Association pursuant to the Bylaws or Article IV, Section 3(a)(i) of this Master Deed. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his or her Unit or any improvements or appurtenances located therein or thereto, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate or repair the residence located within the Unit or its appurtenances, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his or her regular assessment installment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

**Section 10. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be 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.

## ARTICLE IX

### AMENDMENT

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

**Section 1. Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

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

**Section 3. By Developer.** Prior to one year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

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

**Section 5. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-developer Co-owners.

**Section 6. Developer Approval.** During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

**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 Wayne County Register of Deeds.

**[Signatures and acknowledgment appear on the following page]**

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed on this 20<sup>th</sup> day of January, 2003.

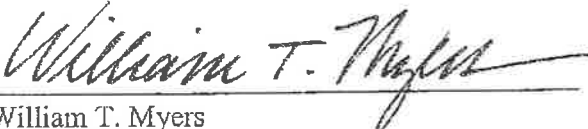
ESTATE/MILLCREEK/CANTON L.L.C.,  
a Michigan limited liability company

By: Estate Builders, Inc., a Michigan  
corporation, Member

By:   
Frank Bronzetti, President

STATE OF MICHIGAN     )  
                                  )SS.  
COUNTY OF OAKLAND    )

On this 20<sup>th</sup> day of January, 2003 the foregoing Master Deed was acknowledged before me by Frank Bronzetti, President of Estate Builders, Inc., a Michigan corporation, one of the members of Estate/Millcreek/Canton L.L.C., a Michigan limited liability company, on behalf of the member and the company.

  
William T. Myers  
Notary Public, Oakland County, Michigan  
My commission expires: August 29, 2004

Master Deed drafted by:

William T. Myers  
Myers Nelson Dillon & Shierk, PLLC  
40701 Woodward Avenue, Suite 235  
Bloomfield Hills, Michigan 48304-2221

When recorded, return to drafter