

RECORDED IN LIBER 7733, PAG:  
718 THROUGH 754, OAKLAND  
COUNTY REGISTER OF DEEDS ON  
FEBRUARY 20, 1980.

**MASTER DEED  
LAKE VILLAGE II  
(Act 59, Public Acts of 1978)**

This Master Deed is made and executed on this 13th day of February, 1980 by Pulte Homes of Michigan Corporation, a Michigan corporation, hereinafter referred to as "Developer," whose office is situated at 6400 Farmington Road, West Bloomfield, Michigan, represented herein by Ronald G. Smith, its President, who is fully empowered and qualified to act on behalf of the corporation, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978), hereinafter referred to as the "Act."

**W I T N E S S E T H :**

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Lake Village II as a Condominium Project under the Act and does declare that Lake Village II (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 said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

**ARTICLE I**

**TITLE AND NATURE**

The Condominium Project shall be known as Lake Village II, Oakland County Condominium Subdivision Plan No. 289. The architectural plans for the Project were approved by the City of Walled Lake. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and 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. 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 as are designated by the Master Deed.

**ARTICLE II**

**LEGAL DESCRIPTION**

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

A part of the Southeast 1/4 of the Southwest 1/4 of Section 35, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 corner of said Section 35, thence South 87° 15' 04" West 587.86 feet;

thence North 02° 40' 44" West, 250.00 feet (recorded as North 02° 53' 43" West, 250.00 feet); thence South 87° 15' 04" West, 74.62 feet to the Point of Beginning; thence continuing South 87° 15' 04" West, 565.00 feet; thence North 27° 39' 17" East, 320.00 feet; thence North 62° 20' 43" West, 40.00 feet; thence North 27° 39' 17" East, 212.05 feet; thence South 62° 20' 43" East, 220.84 feet; thence North 87° 39' 17" East, 266.00 feet; thence South 09° 36' 42" West, 81.00 feet; thence South 02° 20' 43" East, 90.00 feet; thence South 42° 39' 42" West, 35.36 feet; thence South 87° 39' 17" West, 82.82 feet; thence South 02° 39' 51" East, 172.13 feet (recorded as South 02° 20' 43" East, 172.14 feet) to the Point of Beginning. Above parcel containing 4.75 acres, more or less, subject to the rights of any easements, restrictions or rights-of-way, either recorded or unrecorded.

Together with an easement for ingress and egress over the roadways and sidewalks and to Decker Road and Fourteen Mile Road and to utilize, tap and tie into utility mains including sanitary sewer and storm sewers located on the following parcel:

A part of the Southwest 1/4 of Section 35, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan. More particularly described as: Beginning at a point South 87° 15' 04" West, 60.00 feet along the South line of said Section 35 and North 03° 13' 36" West, 60.00 feet from the South 1/4 corner of said Section 35; thence South 87° 15' 04" West, 527.51 feet; thence North 02° 53' 42" West, 190.00 feet; thence South 87° 15' 04" West, 74.62 feet; thence North 02° 20' 43" West, 172.14 feet; thence North 87° 39' 17" East, 82.82 feet; thence North 42° 39' 42" East, 35.36 feet; thence North 02° 20' 43" West, 90.00 feet; thence North 09° 36' 42" East, 107.33 feet; thence North 02° 20' 43" West, 238.00 feet; thence North 87° 39' 17" East, 192.39 feet; thence North 02° 20' 43" West, 205.01 feet; thence North 87° 39' 17" East, 108.59 feet; thence along a curve to the left 72.98 feet. Said curve having a radius of 135.00 feet, central angle of 30° 58' 30" and long chord bearing North 26° 21' 21" West, 72.10 feet; thence North 87° 39' 17" East, 185.53 feet; thence South 03° 13' 36" East, 1086.88 feet to the Point of Beginning.

Together with all beneficial rights and uses granted in that certain Easement Agreement recorded in Liber 6085, Page 653, Oakland County Records and Addendum to Agreement recorded in Liber 8085, Page 661, Oakland County Records; in that certain Agreement for Operation and Maintenance of Retention Basin System recorded in Liber 6431, Page 277, Oakland County Records; and in that certain Grant of Easement recorded in Liber 6513, Page 894, Oakland County Records.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and corporate Bylaws and Rules and Regulations of the Lake Village II Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interest in Lake Village II 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.

B. "Association" shall mean 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 to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association Bylaws" means the corporate Bylaws of Lake Village II 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 3 (4) 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, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association and the FHA documents.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Lake Village II as described above.

H. "Condominium Project," "Condominium" or "Project" means Lake Village II as an approved Condominium Project established in conformity with the provisions of the Act.

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

J. "Consolidating Master Deed" means the final amended Master Deed which shall describe Lake Village II as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and 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 approved by the Michigan Department of Commerce and recorded in the Office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for Lake Village II.

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

L. "Developer" shall mean Pulte Homes of Michigan corporation, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

M. "FHA" shall mean the Federal Housing Administration.

N. "Regulatory Agreement" shall mean the Regulatory Agreement required to be entered into between the Association and the FHA as a condition of insurance of every individual Unit mortgage by the FHA.

M. "Unit," "Condominium Unit" or "Apartment" each mean the enclosed space constituting a single complete residential Unit in Lake Village II as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

N. 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.

ARTICLE IV  
COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto 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, including driveways, roads, sidewalks and parking spaces not identified as Limited Common Elements.
2. The electrical wiring network throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.
3. The telephone wiring network throughout the Project up to the point of entry to each Unit.
4. The gas line network throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
5. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
6. The water and waste disposal system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
7. The storm drainage system throughout the Project.
8. The sump pump in each building.
9. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein) roofs, ceilings, floor construction between Unit levels and chimneys.
10. 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.

B. The Limited Common Elements are:

1. Each individual porch in the Project is restricted in use to the Co-owner of the Unit which opens into such porch as shown on Exhibit B hereto.
2. Each individual balcony in the Project is restricted in use to the Co-owner of the Unit which opens into such balcony as shown on Exhibit B hereto.
3. Each air-conditioner compressor and the pad on which it is located are restricted in use to the Co-owner of the Unit it serves.
4. Certain garage spaces are appurtenant to certain Units as Limited Common Elements as designated on Exhibit B attached hereto with designations which correspond to the Unit to which such garage spaces respectively appertain; the parking space adjoining the rear of each garage space is also limited in use to the Unit to which such adjoining garage space is appurtenant.

5. Each furnace is limited in use to the Unit which it services.
6. Each garage storage area shall be limited in use to the Co-owners of the Units of the building in which such garage storage area is located.
7. The interior surfaces of Unit perimeter walls (including windows and doors therein), ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

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

1. The costs of maintenance, repair and replacement of each porch described in Article IV B-1 above shall be borne by the Co-owner of the Unit which opens into such porch.
2. The costs of maintenance, repair and replacement of each balcony described in Article IV B-2 above shall be borne by the Co-owner of the Unit which opens into such balcony.
3. The costs of maintenance, repair and replacement of each individual air-conditioner compressor described in Article IV B-3 above shall be borne by the Co-owner of the Unit which such air-conditioner compressor services.
4. The costs of maintenance, repair and replacement of each furnace described in Article IV B7 above shall be borne by the Co-owner of the Unit which such furnace services.
5. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV B-6 above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.
6. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association.

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

#### ARTICLE V

##### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Lake Village II as surveyed by Morrison-Peters and attached hereto as Exhibit B. Each Unit shall include: (1) With respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. The dimensions shown on basement and foundation plans in Exhibit B have been or will be physically measured by Morrison-Peters. The architectural plans are shown in detail on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assigned to each Unit shall be equal. 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 are no material differences among them 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 the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100.

The percentage of value allocated to each Unit in this Article may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the consent of not less than sixty-six and two-thirds (66-2/3%) percent in number and in value of all Co-owners expressed in an amendment to this Master Deed, duly approved and recorded, except as provided in Article VI hereof.

#### ARTICLE VI

##### EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of Lake Village II and consisting of 48 Units is intended to be the first stage of an expansion Project to contain in its entirety a maximum of 228 Units. Additional Units, if any, will be constructed upon all or some portion of the following described land:

A part of the Southeast 1/4 of the Southwest 1/4 of Section 35, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 corner of said Section 35; thence South 87° 15' 04" West, 587.86 feet along the South line of said Section 35; thence North 02° 40' 44" West, 250.00 feet; thence North 02° 53' 43" West, 250.00 feet recorded; thence South 87° 15' 04" West, 74.62 feet to the Point of Beginning of the parcel herein described; thence continuing South 87° 15' 04" West, 662.25 feet (661.38 recorded) to a point on the Easterly line of "Welfare Lakeview" Subdivision, as recorded in Liber 20, Page 17 of Plats, Oakland County, Michigan Records; thence along the Easterly line of said "Welfare Lakeview" North 02° 53' 42" West, 1104.76 feet to a point on the Southerly line of "Clutz Lakeview Woodlands" Subdivision, as recorded in Liber 55, Page 38 of Plats, Oakland County, Michigan Records; thence along the Southerly line of said "Clutz Lakeview Woodlands" North 87° 39' 17" East, 1256.11 feet to a point on the Westerly right-of-way line of Decker Road; thence along said Westerly right-of-way line South 03° 13' 36" East, 199.16 feet; thence South 87° 39' 17" West, 145.00 feet; thence North 43° 00' 37" West, 106.96 feet; thence South 87° 39' 17" West, 242.46 feet; thence South 02° 20' 43" East, 590.00 feet; thence South 09° 36' 42" West, 107.33 feet; thence South 02° 20' 43" East, 90.00 feet; thence South 42° 39' 42" West, 35.36 feet; thence South 87° 39' 17" West, 82.82 feet; thence South 02° 39' 51" East, 172.13 feet (South 02° 20' 43" East, 172.14 recorded) to the Point of Beginning, except for that certain parcel first described in Article II above. Together with:

A part of the Southeast 1/4 of the Southwest 1/4 of Section 35, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan; more particularly described as: Commencing at the South 1/4 corner of said Section 35; thence South 87° 15' 04" West 467.86 feet along the South line of said Section 35; thence North 02° 53' 42" West 60.00 feet to the Point of Beginning of the parcel herein described; thence continuing North 02° 53' 42" West, 143.00 feet; thence South 87° 15' 04" West, 95.00 feet; thence North 02° 53' 42" West, 85.44 feet; thence North 87° 39' 17" East, 203.80 feet; thence North 42° 39' 17" East, 22.62 feet; thence North 87° 39' 17" East, 112.69 feet; thence along a curve to the right 69.72 feet; said curve having a radius of 156.07 feet, central angle of 25° 35' 45" and long chord bearing South 29° 51' 25" West, 69.14 feet; thence South 42° 39' 17" West, 89.50 feet; thence along a curve to the left 111.90 feet, said curve having a radius of 142.47 feet, central angle of 45° 00' 00" and long chord bearing South 20° 09' 17" West 109.04 feet; thence South 02° 20' 43" East, 20.56 feet to a point on the Northerly right-of-way line of Fourteen Mile Road; thence South 87° 15' 04" West, 93.44 feet along said Northerly right-of-way line to the Point of Beginning.

(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 successors or assigns, from time to time, within a period ending no later than December 31, 1983, be increased by the addition to this Condominium of any portion of the future development and the construction of residential Units thereon. The nature, appearance and location of all such additional Units as may be constructed thereon shall be determined by Developer in its sole discretion and as may be approved by the City of Walled Lake. Such increase 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 successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted 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 except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentage of value based upon relative size and amenities of various Units; PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned in Article V hereof be diminished to less than .10 percent by such amendment or amendments. 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 connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the future development, from the roadways and sidewalks located in the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the 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 successors and assigns) may, in its discretion, establish all or a portion of said future development as rental development, 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 of 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

### EASEMENTS

#### A. Easement for Maintenance of Encroachments

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to

survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

**B. Easements Retained by Developer**

1. Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI whose closest means of access to a public road is over such road.

2. Utility Easements. Developer also hereby reserved for the benefit of itself, its successors and assigns, and all future Owners of the land described in Article VI 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, utilizes, taps, ties 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.

**C. Retention Basin System**

This Master Deed and any amendments thereto shall be expressly subject to the terms and conditions set forth in a certain agreement entitled "Agreement for Operation and Maintenance of Retention Basin System," executed on February 19, 1974 by and between Levitt Residential Communities, Inc., and the City of Walled Lake, a Michigan municipal corporation, recorded on February 21, 1975, in Liber 6431, Pages 277 through 287, Oakland County Records. The terms and conditions of the aforesaid agreement are expressly incorporated by reference into this Master Deed. In addition, the Lake Village II Association shall be bound by and comply with the terms and conditions as stated in the aforesaid recorded agreement.

**D. Easement Over Lake Village Town Homes Roadways**

The Developer's predecessor, Levitt Residential Communities, Inc., reserved for the benefit of the parcel on which Lake Village II is established a permanent easement for ingress and egress over the roadways and sidewalks of the condominium known as Lake Village Town Homes. Such easement, including certain provisions for the sharing of expenses associated therewith, is set forth in Section V of the Lake Village Town Homes Master Deed recorded in Liber 6251, Pages 580 through 660, Oakland County Records and reaffirmed in subsequent amendments thereto. The terms and conditions of the aforesaid easement are expressly incorporated by reference into this Master Deed. In addition, the Lake Village II Association shall be bound by and comply with the terms and conditions as stated in the aforesaid recorded easement.

ARTICLE VIII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of sixty-six and two-thirds 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. No unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

B. Prior to the date of the First Annual Meeting of members of the Association, the Developer may, with the approval of the Michigan Department of Commerce (but without the consent of any Co-owner or any other person), amend this Master Deed and the Plans 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 mortgagee in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

C. 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.

D. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of ninety-five percent (95%) of all Co-owners and all mortgagees (allocating one vote for each mortgage held).

E. The Developer may, with the consent of a majority of the members of the Advisory Committee and the Michigan Department of Commerce, amend this Master Deed and the Condominium Bylaws attached hereto to extend the date of the First Annual Meeting of Members if such Amendment is not inconsistent with Section 90(1) of the Act.

F. The Developer may, with the consent of a majority of the members of the Advisory Committee (or, subsequent to the Transitional Control Date, the consent of the majority of the Co-owner members) and the Michigan Department of Commerce, amend this Master Deed to extend the date of expansion of the Condominium Project as set forth in Article VI hereof if such amendment is not inconsistent with Section 90(1) of the Act.

G. Article VI, Article VII, and this Article VIII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project.

WITNESSES:

PULTE HOMES OF MICHIGAN CORPORATION,  
a Michigan corporation

/s/ Kathlyn J. Bessonon  
Kathlyn J. Bessonon

By: /s/ Ronald G. Smith  
Ronald G. Smith, President

/s/ Julie A. Kezelian  
Julie A. Kezelian

STATE OF MICHIGAN     )  
                                  )  
COUNTY OF OAKLAND    )

SS.

On this 13th day of February, 1980, the foregoing Master Deed was

acknowledged before me by Ronald G. Smith, the President of PULTE HOMES OF MICHIGAN CORPORATION, a Michigan corporation, on behalf of the corporation.

By: /s/ Kathlyn J. Bessonen  
Kathlyn J. Bessonen  
Notary Public, Oakland County, Michigan  
My Commission Expires: Nov. 27, 1983

MASTER DEED DRAFTED BY:

Kymson F. DesJardins  
Dykema, Gossett, Spencer, Goodnow & Trigg  
35th Floor, 400 Renaissance Center  
Detroit, Michigan 48243

WHEN RECORDED, RETURN TO DRAFTER