

Recorded on September 29, 2003 in
Liber 30926, Pages 62-130, inclusive,
Oakland County Records

MASTER DEED

MAPLE CROSSING

**OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1560**

This Master Deed is made and executed as of the 22nd day of September, 2003, by MAPLE TRAIL LLC, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 31550 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334.

WITNESSETH:

WHEREAS, 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 hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Condominium Act of Michigan.

NOW, THEREFORE, upon the recording hereof, Developer establishes Maple Crossing as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits 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.

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as Maple Crossing, Oakland County Condominium Subdivision Plan No. 1560. The architectural plans and specifications for the Condominium were filed with the Township of Commerce. The buildings, Units and other improvements contained in the Condominium, including the number, boundaries and dimensions of each Unit

therein, are set forth in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes only. Each Unit is capable of individual use, having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in MAPLE CROSSING HOMEOWNERS ASSOCIATION as set forth herein and in the Condominium Bylaws, and Articles of Incorporation of such Association.

ARTICLE II

LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed, which is subject to all lawful easements, restrictions and rights of way of record, all governmental limitations and the rights of the public or any governmental agencies over Maple Road, is a parcel of land in Commerce Township, Oakland County, Michigan described as follows:

A part of the Northwest 1/4 of Section 33, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan; more particularly described as commencing at the North 1/4 Corner of said Section 33; thence North 89°58'20" West, 208.00 feet, along the North line of said Section 33 and the Southerly line of "Highgate on the Green No. 1", as recorded in Liber 125 of Plats, on Pages 5 and 6, Oakland County Records; thence South 00°19'13" West, 75.00 feet, to the Point of Beginning; thence continuing South 00°19'13" West, 1981.07 feet, to a point on the centerline of Maple Road; thence North 51°29'32" West, 54.07 feet, along the centerline of said Maple Road; thence 255.77 feet along a curve to the left, said curve having a radius of 469.00 feet, a central angle of 31°14'45" and a chord bearing and distance of North 67°06'55" West, 252.61 feet, along the centerline of said Maple Road; thence North 82°44'17" West, 476.14 feet, along the centerline of said Maple Road; thence North 83°35'21" West, 242.84 feet, along the centerline of said Maple Road; thence North 00°15'12" East, 101.13 feet; thence South 89°40'47" East, 245.44 feet; thence North 31°31'17" East, 49.37 feet; thence North 00°15'12" East, 151.63 feet; thence North 51°19'48" East, 73.17 feet; thence North 00°15'12" East, 159.54 feet; thence North 63°58'12" East, 96.00 feet; thence North 30°33'18" East, 121.30 feet; thence North 00°15'12" East, 282.41 feet; thence North 45°00'00" West, 38.37 feet; thence North 00°15'12" East, 113.84 feet; thence South 89°44'48" East, 139.44 feet; thence North 00°15'12" East, 339.75 feet; thence North 45°00'00" East, 78.26 feet; thence North 00°15'12" East, 273.41 feet; thence North 89°44'48" West, 144.43 feet; thence North 00°15'12" East, 24.88 feet; thence South 89°58'20" East, 493.82 feet, to the Point of Beginning. All of the above containing 23.288 Acres. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the rights of the public in Maple Road.

ARTICLE III

DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Bylaws of Maple Crossing Homeowners Association are defined as follows:

(a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) "Additional Land" means the land described in Article X of this Master Deed, some or all of which may be added to the Condominium in one or more amendments of this Master Deed.

(c) "Association" means a Michigan non-profit corporation, Maple Crossing Homeowners Association, of which all Co-owners shall be members, which Association 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.

(d) "Bylaws" means Exhibit A hereto, which are the Bylaws required for the Condominium and also the Bylaws required for the Association.

(e) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(f) "Community Areas and Facilities" means the clubhouse area depicted on the Plan, which may include amenities constructed by Developer, such as the clubhouse and swimming pool. The Developer is not obligated to construct the Community Areas and Facilities but if it does, the Community Areas and Facilities will be administered and maintained by the Association pursuant to this Master Deed. All Co-owners shall pay a pro rata share of the costs of maintenance, insurance and replacement of the Community Areas and Facilities which shall be included in their regular monthly assessments.

(g) "Condominium" means Maple Crossing as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(h) "Condominium Documents," wherever used, means and includes this Master Deed and the Exhibits hereto, the Articles of Incorporation of the Association and any rules and regulations adopted by the Association.

(i) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(j) "Condominium Unit" or "Unit" means the enclosed space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto.

(k) "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one (1) or more Units in the Condominium. The term Co-owner includes land contract vendees and land contract vendors of Units. Developer is a Co-owner as long as Developer owns one or more Units.

(l) "Developer" means Maple Trail LLC, a Michigan limited liability company, its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

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

(n) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(o) "Master Deed" means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as exhibits.

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

(q) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred percent (100%). Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

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

(s) "Sanitary Sewer System Easement" means a perpetual and permanent easement in favor of the Sanitary Sewer System Easement Grantee for the purposes of developing, establishing, constructing, repairing and maintaining the sanitary sewer system in the Condominium and any related appurtenances, in any size, form, shape or capacity.

(t) "Sanitary Sewer System Easement Grantee" means, with respect to the grant of the Sanitary Sewer System Easement, Oakland County and Oakland County's successors, assigns and transferees.

(u) "Storm Drainage Facilities" means the ponds, storm sewers and appurtenances, sedimentation basins, piping, drainage swales, surface drainage easements and other storm drainage improvements and facilities in the Condominium.

(v) "Size" means the number of cubic feet or the number of square feet of ground or floor space within each Condominium Unit computed by reference to the Plan and rounded off to a whole number.

(w) "Telecommunications System" means any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those

based on, containing or serving future technological advances not now known), or any combination thereof, installed by or on behalf of Developer or pursuant to any grant of easement, or authority by Developer within the Condominium and serving more than one Unit.

(x) "Township" means the Charter Township of Commerce, Oakland County, Michigan, and its successors and assigns. Where Township approval is required pursuant to the provisions of this Master Deed or the other Condominium Documents, it shall be granted through the Commerce Township Board.

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

(z) "Water Supply System Easement" means a perpetual and permanent easement in favor of the Water Supply System Easement Grantee for the purposes of developing, establishing, constructing, repairing and maintaining the water supply system in the Condominium and any related appurtenances, in any size, form, shape or capacity.

(aa) "Water Supply System Easement Grantee" means, with respect to the grant of the Water Supply System Easement, the Township and the Township's successors, assigns and transferees.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

(a) The General Common Elements are:

(1) The land described in Article II hereof, including any drives, parking areas, walks and landscaped areas, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements.

(2) The roads throughout the Condominium. The internal drives and roads shown on the Plan which provide internal traffic circulation for the Condominium, are General Common Elements that are privately owned in common by all Co-owners and which will be maintained by the Association and not the board of county road commissioners or any other governmental agency. Developer reserves the right, but has no obligation, to dedicate the roads in the Condominium to public use through the acceptance of such a dedication by Oakland County or any other governmental entity after the recordation of this Master Deed, and all persons acquiring any interest in the Condominium, including, without limitation, all Owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Owners and their Mortgagees in any statutory or special assessment proceedings with respect

to the dedicated roads. After certificates of occupancy are issued for Dwellings in 100% of the Units in the Condominium, the foregoing right and power may be exercised by the Association.

(3) The Storm Drainage Facilities throughout the Condominium, including below-ground and above-ground systems, the sanitary sewer system, and the electrical, gas, telephone and plumbing networks or systems and the Telecommunications System (if any) throughout the Condominium, including that contained within Unit walls up to the point of connection with outlets or fixtures within any Unit. Developer intends to dedicate the sanitary sewer and water main to public use as soon as practicable after the recordation of this Master Deed, and Developer has reserved the right and power, but not the obligation, to dedicate the sanitary sewer and water main to the proper local public authorities in Article VII of this Master Deed. Accordingly, such utility lines, systems and mains shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty with respect to the nature or extent of such interest, if any. Additionally, the Telecommunications System is a General Common Element only to the extent that such Telecommunications System is not owned by the company providing the service. Developer makes no warranty with respect to the nature or extent of Unit Owners' interest in the Telecommunications System.

(4) Foundations, supporting columns, Unit perimeter walls (including windows and doors therein) and such other walls as are designated on the Plan as General Common Elements, roofs, ceilings, floor construction between Unit levels and chimneys.

(5) All beneficial utility and drainage easements, if any.

(6) If any meter, appliance, or fixture services a Unit other than a Unit it is located within, then such meter, appliance or fixture shall be a General Common Element.

(7) The Community Areas and Facilities are General Common Elements that are subject to the covenants conditions and restrictions of this Master Deed. The Master Deed contains provisions which reserve a non-exclusive easement for the use and enjoyment of the Community Areas and Facilities for the benefit of all Co-owners, subject to each Co-owner's payment of its pro rata share of the costs of maintenance, insurance and replacement of the Community Areas and Facilities in the form of assessments as provided herein. Developer has reserved the exclusive right to use a portion of the clubhouse located in the Community Areas and Facilities as a sales office for the sale of Units by Developer or its affiliates.

(8) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit.

(b) The Limited Common Elements are:

(1) Porches, decks (if any), patios, driveways, sidewalks, chimneys, fireplace units and air-conditioner compressor pads, now or hereafter designated on the Plan as Limited Common Elements are limited to the sole use of the Co-owners of the Units which such Limited Common Elements service.

(2) Interior surfaces of all ceilings, floors, chimneys, Unit perimeter walls, garages, garage doors, garage floors, windows and doors contained within a Unit (including windows and doors in Unit perimeter walls) are Limited Common Elements limited to the sole use of the Co-owner of such Unit.

(c) Maintenance, repair and replacement of all Common Elements shall be the responsibility of the Association, to be assessed to all Co-owners according to their Percentages of Value, subject to the following provisions:

(1) The Association's obligation to maintain, repair and replace all General Common Elements includes, but is not limited to, the responsibility to maintain, repair and replace the storm sewers and other drainage facilities in the Condominium.

(2) The Limited Common Elements described in Section (b)(2) above, excluding garage floors, garage doors and driveways, shall be the responsibility of the respective Co-owners having the use thereof.

(3) The Association will be responsible for the maintenance, repair and replacement of the exterior of chimneys and all Limited Common Element porches, sidewalks, driveways and garage floors. The cost of such maintenance, repair and replacement will be assessed to all Co-owners according to their Percentages of Value.

(4) The cost of repair of damage to a Common Element caused by a Co-owner, or family member or invitee of a Co-owner, shall be assessed against the Co-owner.

(5) The roadways as shown on the Condominium Subdivision Plan will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Condominium Association. It is the Condominium Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. In the event that the Condominium Association fails to provide adequate maintenance, repair, or replacement of the herein mentioned roadways, the Township may serve written notice of such failure upon the Condominium 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 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 municipality undertaking such maintenance.

ARTICLE V

USE OF PREMISES

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

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of two hundred sixteen (216) residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of

the finished, unpainted perimeter walls, and within the ceilings, the finished subfloor and the combustion chamber of the fireplace (if any), all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing Percentages was to determine that the expenses incurred by the Association in connection with the various Units should be equal.

ARTICLE VII

EASEMENTS, RESTRICTIONS AND AGREEMENTS

The Condominium is subject to the following easements, restrictions and agreements:

(a) Developer hereby reserves and declares permanent and perpetual non-exclusive easements to the Township, any other government entity and all other companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through all roads, walks and boardwalks and the other General Common Elements and the Limited Common Elements identified in Article IV, Sections (b)(1) and (b)(2) in the Condominium for the operation, maintenance, repair and replacement of the water supply system, sanitary sewer system, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all roads, walks, boardwalks and utility lines in the Condominium, including, without limitation, the Telecommunications System, all water, gas, electric and sanitary sewer lines, all of which easements shall be for the benefit of Maple Crossing, the Additional Land and all parties having any interest in any portion of Maple Crossing and the Additional Land, including Mortgagees of any portion of Maple Crossing and/or the Additional Land. These easements shall run with the land in perpetuity. Developer has no financial obligation to support such easements.

Developer hereby reserves and declares a perpetual and permanent Water Supply System Easement in favor of the Water Supply System Easement Grantee, in, over, under and through the Common Elements of the Condominium as shown on the Condominium Subdivision Plan and as actually constructed. The Water Supply System Easement may not be amended or revoked except with the written approval of the Water Supply System Easement Grantee. The Water Supply System Easement Grantee shall have the right to sell, assign, transfer or convey the Water Supply System Easement to any other governmental unit. Developer and Co-owners shall not build or convey to others any permission to build any permanent structures on the Water Supply System Easement. Co-owners shall not build or place any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Water Supply System Easement Grantee under the Water Supply System Easement herein reserved and declared. The Water Supply System Easement Grantee shall have the right of entry on, and to gain access to, the Water Supply System Easement and all persons acquiring any interest in the Condominium, including without limitation all Co-owners

and Mortgagees, release the Water Supply System Easement Grantee from any and all claims to damages in any way arising or incident to the construction and maintenance of the water supply system or otherwise arising from or incident to the exercise by the Water Supply System Easement Grantee of its rights under the Water Supply System Easement, and all Co-owners covenant not to sue the Water Supply System Easement Grantee for any such damages.

Developer hereby reserves and declares a perpetual and permanent Sanitary Sewer System Easement in favor of the Sanitary Sewer System Easement Grantee, in, over, under and through the Common Elements of the Condominium as shown on the Condominium Subdivision Plan and as actually constructed. The Sanitary Sewer System Easement may not be amended or revoked except with the written approval of the Sanitary Sewer System Easement Grantee. The Sanitary Sewer System Easement Grantee shall have the right to sell, assign, transfer or convey the Sanitary Sewer System Easement to any governmental unit. Developer and Co-owners shall not build or convey to others any permission to build any permanent structures on the Sanitary Sewer System Easement. Co-owners shall not build or place any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Sanitary Sewer System Easement Grantee under the Sanitary Sewer Easement herein reserved and declared. The Sanitary Sewer System Easement Grantee shall have the right of entry on, and to gain access to, the Sanitary Sewer System Easement and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, release the Sanitary Sewer System Easement Grantee from any and all claims to damages in any way arising or incident to the construction and maintenance of the Sanitary Sewer System or otherwise arising from or incident to the exercise by the Sanitary Sewer System Easement Grantee of its rights under the Sanitary Sewer System Easement, and all Co-owners covenant not to sue the Sanitary Sewer System Easement Grantee for any such damages.

The rights granted to the Water Supply System Easement Grantee and the Sanitary Sewer System Easement Grantee under this Article VII, Section (a) may not be amended without the express written consent of the Water Supply System Easement Grantee, with respect to the Water Supply System Easement and without the express written consent of the Sanitary Sewer System Easement Grantee with respect to the Sanitary Sewer System Easement. Any purported amendment or modification of the rights granted under this section shall be void and without legal effect unless agreed to in writing by the Water Supply System Easement Grantee or the Sanitary Sewer System Easement Grantee, as the case may be.

(b) Developer reserves the right and power to grant easements over, or dedicate, portions of any of the Common Elements as may be necessary or desirable: (i) in furtherance of the coordinated maintenance and operation of the entire development, (ii) for utility, drainage, conservation, street, safety or construction purposes, and (iii) for road and road rights of way purposes, and all persons acquiring any interest in the Condominium, including, without limitation, all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After completion of construction of the Condominium, the foregoing right and power may be exercised by the Association.

(c) 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, reconstruction or repair, reciprocal easements shall

automatically exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction, and all persons acquiring an interest in the Condominium, including, without limitation, all Co-owners and Mortgagees, shall be deemed to have consented to such easements. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

(d) There shall exist for the benefit of the Co-owners and the Township, any emergency service agency, and other governmental units, an easement over all roads in the Condominium for use by the Township, the United States Postal Service and emergency or other governmental service vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire and police protection, ambulance and rescue services and all other lawful governmental and private emergency services to the Condominium and all Co-owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

(e) The final locations of the sanitary sewer and water main lines shall be subject to the approval of the Township.

(f) To the extent the Condominium includes wetland areas in the General Common Elements, such wetland areas will be subject to a conservation easement that will be recorded with the Oakland County Register of Deeds such that all such wetland areas shall be preserved in perpetuity by the Association in a natural, undisturbed condition (subject to any exceptions therein provided).

(g) Notwithstanding any other provision contained in this Master Deed, the following easements, licenses, rights and privileges are granted to the Township and its officers, employees and agents, and its successors, assigns and transferees with respect to the Condominium. These easements, licenses, rights and privileges shall not be modified or rescinded without the express written permission of the Township:

(1) The Township, its officers, employees, agents, contractors and designated representatives are granted a permanent non-exclusive easement for the unrestricted use of all roads, walkways or pathways, utility easements, General Common Elements and Limited Common Elements for the purpose of ingress, egress, inspection for public purposes, access to utility easements, including, but not limited to, water, sanitary sewer, storm water sewer, electric, gas and communications easements.

(2) The Township, its officers, employees, agents, contractors and designated representatives are granted a permanent non-exclusive easement over, under and across all roads, walkways or pathways, utility easements, General Common Elements and Limited Common Elements for the purpose of development, establishment, construction, extension, relocation, maintenance, repair, replacement and removal of utilities, in any size, form, shape or capacity, including, but not limited to, water, sanitary sewer, storm water sewer, electric, gas and communications utilities.

(3) The Township, its officers, employees and agents are granted a non-exclusive easement over the Common Elements, Limited Common Elements and Units, to the extent necessary, to install, maintain, repair, replace or remove machinery or equipment connected to the public sewer system or public water system, including, but not limited to, grinder pumps and valves.

(4) The Township shall have the right to sell, assign, transfer and convey this easement to any other governmental unit.

(5) No Co-owner in the Condominium shall build or convey to others the permission to build any permanent structures on the easements granted to the Township hereunder.

(6) No Co-owner in the Condominium shall build or place on the area covered by the easement any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually, or threaten to, impair, obstruct, or adversely affect the rights of the Township under the foregoing easements.

(7) All Co-owners in the Condominium release the Township and its successors, assigns and transferees, from any and all claims or damages in any way arising from, or incident to, the construction and maintenance of the easements granted to the Township hereunder or otherwise arising from, or incident to, the exercise by the Township of its rights under the foregoing easements, and all Co-owners covenant not to sue the Township for any such damages.

(8) Private rights of the Developer, Co-owners and Condominium Association in any road rights-of-way shall terminate upon conveyance of the rights-of-way to the Road Commission for Oakland County for public road purposes.

(h) Notwithstanding any other provision contained in this Master Deed, the following provisions are included for the benefit of the Township and shall not be modified or rescinded without the express written consent of the Township. These provisions shall not be deemed to diminish or impair direct grants of easements, licenses, rights and privileges given to the Township elsewhere in this Master Deed.

(1) The Developer, prior to relinquishing control to the Condominium Association, and the Condominium Association thereafter, shall be empowered and obligated to grant such easements, licenses, dedications, rights-of-entry, and rights-of-way over, under and across the Condominium for construction of utilities, ingress and egress, or such other purposes as may be deemed necessary by the Township, without the consent of individual Co-owners. This reservation of power includes the right to amend this Master Deed if necessary for the purposes set forth in this provision.

(2) The Township shall have the right, but not the obligation, to repair and maintain all easements in the Condominium. If it is necessary for the Township to repair or maintain any easement within the Condominium the costs of repair or maintenance shall be prorated among all Co-owners in the Condominium. The Township shall bill such persons shown by the assessment records of the Township to be the owners of said Units at such time as the Township shall find convenient and expedient. The Township may add to the actual cost of repair or maintenance a sum not to exceed twenty-five percent (25%) thereof, to cover the

administrative costs associated with the undertaking. All costs not paid shall bear interest at the rate of three-quarters (3/4) of one percent (1%) per month until paid. The Township shall have a lien on the Unit of the Co-owner for unpaid costs. The lien may be enforced by the Township in the same manner as provided by law for enforcement of delinquent special assessments.

(3) At some time subsequent to the initial development of the Condominium, it may become necessary to pave or improve some or all of the roads within or adjacent to the condominium. The improvement may be financed, in whole or in part, by the creation of a special assessment district or districts, which may include the Condominium. The acceptance of a conveyance or the execution of a land contract by any Co-owners or purchasers of a unit shall constitute the agreement by such Co-owner or purchaser, and the Co-owner's or purchaser's heirs, executors, administrators and assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of Mortgagees shall be required for approval of said public road improvement. In the event that a special assessment road project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

(4) The Condominium Association shall not be terminated without the consent of the Township.

(5) The costs of maintenance, repair and replacement of the Storm Drainage Facilities, including, without limitation, any detention basin and drainage easements shall be borne by the Condominium Association. In the event that the Condominium Association fails to provide adequate maintenance, repair or replacement of the Storm Drainage Facilities, the Township may serve written notice of such failure upon the Condominium 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 twenty-five percent (25%) administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual tax toll of the Township.

(6) To the fullest extent permitted by law, the Condominium Association and its heirs, successors, personal representatives and assigns, agree to defend, pay on behalf of, indemnify, and hold harmless the Township and its elected and appointed officials, employees, and volunteers and others working on behalf of the Township against any and all claims, demands, suits, or losses, including all costs connected therewith, and hold harmless the Township and its elected and appointed officials, employees, and volunteers and others working on behalf of the Township against and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against it, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arise out of or are in any way connected or associated with the private roads including the use thereof or the maintenance, repair, and/or replacement thereof.

(i) Developer hereby reserves the exclusive right to use a portion of the clubhouse located in the Community Areas and Facilities as a sales office for the sale of Units by

Developer or its affiliates. Developer shall not be required to pay any fees to the Association for the right to use the clubhouse for such purpose while the Developer owns at least one (1) Unit in the Condominium. Developer or its affiliate shall also have the exclusive right, but not the obligation, to lease from the Association the sales office space in the clubhouse after the Developer no longer owns any Units in the Condominium for the purpose of selling Units on behalf of Co-owners and for selling Units and/or homes in nearby properties owned or developed by Developer or its affiliates. The lease between the Developer or its affiliate and the Association shall be on commercially reasonable terms with lease payments based on the then local market rate for Class C office space.

(j) As shown on the Plans, the Condominium is subject to an 66' wide gas pipeline easement granted to Consumers Energy Company (the "Pipeline Easement"). The portion of the Condominium burdened by the Pipeline Easement is subject to significant use limitations such as, by way of example only; prohibitions on construction, charcoal grilling and smoking within the Pipeline Easement area. Units in buildings 10, 11, 12 and 13 may have decks that are adjacent to the Pipeline Easement. The Owners of such Units should familiarize themselves with the Pipeline Easement restrictions.

ARTICLE VIII

AMENDMENTS

This Master Deed and any Exhibit hereto may be amended in the following manner:

(a) Amendments may be made and recorded by Developer or by the Association.

(b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of all Co-owners entitled to vote as of the record date of such vote and Mortgagees of the Units (unless a greater majority is specified in the Condominium Bylaws). An amendment that does not materially change the rights of a Mortgagee includes, but is not limited to, any amendment to the Condominium Documents that, in the written opinion of an appropriately licensed real estate appraiser does not detrimentally change the value of the Unit affected by the amendment. With regard to those amendments on which a Mortgagee is entitled to vote, a Mortgagee shall have one vote for each mortgage held. Determination of when a Mortgagee is entitled to vote on an amendment and the procedure for obtaining Mortgagee votes shall be governed by Sections 90(2) and 90a of the Act.

(c) Notwithstanding Section (b) above, but subject to the limitation of Section (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

(1) To modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

(2) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium Bylaws;

- (4) To clarify or explain the provisions of the Master Deed or its exhibits;
- (5) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
- (6) To establish, relocate and/or reconfigure decks and/or patios including placement of such decks and/or patios on adjacent Common Elements, subject only to the consent of the Co-owners having the use of such relocated and/or reconfigured decks as Limited Common Elements;
- (7) To convert the Convertible Areas of the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith and to make any other amendments expressly permitted by this Master Deed;
- (8) To make any amendments expressly permitted by this Master Deed;
- (9) To make, define or limit easements affecting the Condominium;
- (10) To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed and to depict thereon any decks, walks and other improvements, if any, not shown on the Plan attached hereto;
- (11) To revise the Plan, as necessary, to conform to any construction options, if offered by Developer and elected by any purchasers of Units such as, by way of example and not limitation, optional decks at the rear exterior of Units; and
- (12) To expand the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith and to make any other amendments expressly permitted by this Master Deed.
- (d) Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit to others, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium.
- (e) Notwithstanding anything to the contrary in this Master Deed, no amendment shall be made to Article VII, Sections (d), (e) (f), (g) and (h) of this Master Deed, nor shall any amendment be made affecting the Township's rights under such provisions, without the prior written consent of the Township.
- (f) Notwithstanding Section (b) above, but subject to the limitations set forth in Sections (d) and (e) above, Developer expressly reserves the right to amend this Master Deed and its Exhibits for the purpose of complying with any Oakland County, State of Michigan or Township requirements or satisfying any Oakland County, State of Michigan or Township requests to amend all or any of the Condominium Documents. The consent of any Co-owner

shall not be required to make such amendments and all of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed and its Exhibits to effectuate such party's request or requirement. All such interested persons irrevocably appoint the 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. Nothing herein contained, however, shall in any way obligate Developer to make such amendments. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE IX

CONVERTIBLE AREAS

The Condominium is established as a convertible condominium in accordance with the provisions of this Article:

(a) The General and Limited Common Elements and all Units are designated on the Condominium Subdivision Plan as Convertible Areas within which Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article IX. The Developer reserves the right, but not an obligation, to convert the Convertible Areas. The maximum number of additional Units that may be created in the Convertible Areas is zero, although Units may be expanded and modified as provided in this Article IX. The number of Units in the Condominium may decrease, but shall not increase, as a result of the conversion of the Convertible Areas.

(b) The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium and to designate the Unit type actually built within the Unit area designated on the Plan, and to make corresponding changes to the Common Elements. Notwithstanding the conversion of the Convertible Areas, the maximum number of Units in the Condominium (excluding the Additional Land) may not exceed one hundred sixty-eight (168). The number of Units in the Condominium may decrease, but shall not increase, as a result of the conversion of the Convertible Areas.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those provided below in Section (g) of this Article IX and those which are imposed by state law, local ordinances or building authorities.

(d) The extent to which any structure erected on any portion of the Convertible Areas is compatible with structures included in the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities.

(e) The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the 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 the 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. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(f) All modifications to Units and Common Elements made pursuant to this Article IX 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 and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of one hundred percent (100%) for the entire Condominium resulting from such 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 readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such 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 Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX.

(g) If Developer has not completed construction of the improvements shown on the plan, whether identified as "must be built" or "need not be built", then during the period of time ending ten (10) years from the date of commencement of construction of improvements by Developer, or, in the event Developer has exercised any of its rights of expansion, contraction or conversion, the period of time ending (six) 6 years from the date Developer last exercised one of the aforementioned rights, Developer, its successors or assigns shall have the right to withdraw all undeveloped portions of the Condominium from the Condominium, without the prior consent of any of the Co-owners, Mortgagees of Units or any other party having any interest in the Condominium. Easements for utilities and access to the portions of the Condominium so withdrawn shall automatically exist over, under, through and across the Condominium for the benefit of the withdrawn land, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have consented to such easements.

If Developer fails to withdraw the undeveloped portions of the Condominium from the Condominium before the expiration of the time periods set forth above, such undeveloped land shall remain a part of the Condominium and shall automatically convert to General Common

Elements, and all rights to construct Units upon such converted land shall cease. Upon conversion of the undeveloped land to General Common Elements, any Co-owner or the Association may bring an action to proportionately readjust the Percentages of Value set forth in Article VI hereof, if necessary to preserve a total value of one hundred percent (100%) for the entire Condominium.

ARTICLE X FUTURE EXPANSION OF CONDOMINIUM

The Condominium is established as an expandable condominium in accordance with the provisions of this Article:

(a) Developer reserves the right, but not obligation, to expand the Condominium. Except as set forth herein, no other Person may exercise the right to expand the Condominium.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article. The consent of any Owner or their Mortgagee shall not be required to expand the Condominium. All of the Owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney-in-fact for the purpose of executing such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made 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 the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium and Developer may, in its discretion, establish all or a portion of the Additional Land described below as a separate condominium or any other form of development. These provisions give notice to all persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of amendment shall be required.

(c) Developer's right to expand the Condominium shall expire six (6) years after the initial recording of this Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Additional Land") is referred to in the Plan as the proposed future development area, and is situated in Commerce Township, Oakland County, Michigan, being more specifically described as follows:

A part of the Northwest 1/4 of Section 33, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan; more particularly described as commencing at the North 1/4 Corner of said Section 33; thence North 89°58'20" West, 208.00 feet, along the North line of said Section 33 and the Southerly line

of "Highgate on the Green No. 1", as recorded in Liber 125 of Plats, on Pages 5 and 6, Oakland County Records; thence South 00°19'13" West, 75.00 feet; thence North 89°58'20" West, 493.82 feet, to the POINT OF BEGINNING; thence South 00°15'12" West, 24.88 feet; thence South 89°44'48" East, 144.43 feet; thence South 00°15'12" West, 273.41 feet; thence South 45°00'00" West, 78.26 feet; thence South 00°15'12" West, 339.75 feet; thence North 89°44'48" West, 139.44 feet; thence South 00°15'12" West, 113.84 feet; thence South 45°00'00" East, 38.37 feet; thence South 00°15'12" West, 282.41 feet; thence South 30°33'18" West, 121.30 feet; thence South 63°58'12" West, 96.00 feet; thence South 00°15'12" West, 159.54 feet; thence South 51°19'48" West, 73.17 feet; thence South 00°15'12" West, 151.63 feet; thence South 31°31'17" West, 49.37 feet; thence North 89°40'47" West, 245.44 feet; thence North 00°15'12" East, 1477.67 feet; thence North 45°03'35" East, 259.71 feet; thence South 89°58'20" East, 315.10 feet, to the POINT OF BEGINNING.

AND ALSO,

A part of the Northwest 1/4 of Section 33, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan; more particularly described as commencing at the North 1/4 Corner of said Section 33; thence North 89°58'20" West, 1048.34 feet, along the North line of said Section 33 and the Southerly line of "Highgate on the Green No. 1", as recorded in Liber 125 of Plats, on Pages 5 and 6, Oakland County Records, to the Point of Beginning; thence South 45°03'35" West, 321.67 feet; thence North 00°15'12" East, 19.75 feet; thence South 89°44'18" West, 52.54 feet; thence North 00°57'25" East, 207.87 feet, to the Southwest corner of said "Highgate on the Green No. 1"; thence South 89°58'20" East, 276.68 feet, along the Southerly line of said "Highgate on the Green No. 1" and the North line of said Section 33, to the Point of Beginning. All of the above containing 18.803 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

(e) The Additional Land may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Additional Land may be added to the Condominium.

(f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Additional Land, and Developer reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the Condominium.

(g) The number of Units which Developer reserves the right to construct, all or in part, upon the Additional Land is one hundred ninety-two (192), for a maximum of three hundred sixty (360) Units which may be included in the Condominium including the Units now shown on the Plan. Local building ordinances and regulations may permit a smaller number of Units to be created on the Additional Land. This Master Deed imposes no restrictions upon the number of Units to be created on the Additional Land, provided that the maximum number of Units stated herein for the whole shall not be exceeded.

(h) All land and improvements added to the Condominium shall be restricted exclusively to residential Units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any structure erected on any portion of the Additional Land to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of Developer, subject only to local ordinances and building authorities, and is not limited by this Master Deed.

(j) There are no restrictions as to types of Condominium Units which may be created upon the Additional Land except that such Units must comply with state law, local ordinances and the requirements of building authorities.

(k) Developer may create Limited Common Elements upon the Additional Land and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Additional Land and/or improvements to the Condominium.

(m) Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred (100%) percent for the entire condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(n) Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of expansion of the Condominium, not later than one (1) year after completion of construction, a consolidating master deed and plans showing the Condominium "as built" shall be prepared and recorded by Developer. A copy of the recorded consolidating master deed shall be provided to the Association.

ARTICLE XI

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provisions of the Master Deed or the Bylaws, Units owned by the Developer may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Any such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

(a) Developer reserves the sole right so long as Developer owns and offers for sale or lease all or part of at least one (1) Unit in the Condominium and without the consent of any other Unit Owner or any Mortgagee of any Unit to take the following action:

(1) Subdivide or re-subdivide any Units that it owns and in connection therewith to construct and install utility connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as Limited Common Elements. Any such construction on Unit utility lines shall not disturb any utility connection serving Units (other than temporarily) and shall be subject to the provisions of Article VII, Section 6.

(2) Consolidate under single ownership two (2) or more Units and in connection therewith to modify utility connections and any other improvements reasonably necessary to effect the consolidation, any or all of which may be designated by the Developer as Limited Common Elements; such construction shall not disturb any utility connections serving Units other than temporarily.

(3) Relocate the boundaries between adjoining Units owned by the Developer.

(b) Such subdivision, re-subdivision or consolidation of Units or the relocation of Unit 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 Developer, its successors or assigns. 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 VI 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, if appropriate, in order to preserve a total value of one hundred percent (100%) for the entire Condominium resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in Percentage of Value shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining percentages of value for the Condominium. Such amendment or amendments to the Master Deed shall also contain such further definition of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium as so modified.

(c) All of the Unit Owners and Mortgagees of Units and other persons interested or to become interested in the Condominium 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 are 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 re-recording an entire Master Deed or the Exhibits hereto.

(d) Any Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article XI.

(e) Modification of Unit exteriors or modifications which increase the number of Units located in the Township shall be subject to then current municipal ordinances, including those requiring municipal approvals and/or permits, if any.

ARTICLE XII 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.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

MAPLE TRAIL LLC, a Michigan limited liability company

By: /s/ Mickey Shapiro
Mickey Shapiro

Its: Manager

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of September, 2003, by Mickey Shapiro, the Manager of Maple Trail LLC, a Michigan limited liability company, on behalf of the limited liability company.

/s/ Lisa M. Mallas
), Notary Public
Oakland County, Michigan
My Commission Expires: 5/1/03

DRAFTED BY AND WHEN RECORDED RETURN TO:

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