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\$4.00 RECONUMENTATION
Receipt #89194

RECORDED
BERNARD J. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI

\$264.00 DEED

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**MASTER DEED
OF
VILLAS AT NORTHVILLE HILLS**

EXAMINED AND APPROVED
DATE 10/10/01
BY MP-A/L/4
DANIEL P. LANE
PLAT ENGINEER

A RESIDENTIAL CONDOMINIUM
WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 627

THIS IS TO CERTIFY THAT TAXES ARE PAID FOR FIVE YEARS
on this property and that taxes are paid for FIVE YEARS
previous to date of this instrument EXCEPT
No. 583 / Raymond J. Young Date 10/10/2001
WAYNE COUNTY TREASURER Clerk MICHAEL J. BROWN

This Master Deed is made and executed this 18th day of July, 2001, by LAKE VILLAGE OF NORTHVILLE LIMITED PARTNERSHIP, a Michigan limited partnership (hereinafter referred to as "the Developer"), whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334.

WITNESSETH:

WHEREAS, Developer desires, by recording this Master Deed, together with the Condominium By-Laws 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 Michigan Condominium Act (being MCLA 559.101 et. seq.)

NOW, THEREFORE, upon the recording hereof, Developer establishes Villas at Northville Hills 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 Villas at Northville Hills, Wayne County Condominium Subdivision Plan No. 627. The architectural plans and specifications for the improvements constructed within the Condominium will be filed with the Charter Township of Northville. The buildings and units contained in the Condominium, including the number, boundaries, dimensions

Bernard J. Youngblood, M.C. Rod

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and volume of each Unit therein, are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. Each building contains individual Units for residential purposes only and each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in the Villas at Northville Hills Condominium Association as set forth herein and in the By-Laws attached hereto and the Articles of Incorporation of such Association. Nothing in this Master Deed shall be construed to impose upon Developer any legal obligation to build, install or deliver any structure or improvement which is labeled "need not be built" on the Condominium Subdivision Plan attached as Exhibit B.

ARTICLE II
LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land in the Township of Northville, Wayne County, Michigan, described as follows:

A parcel of land located in the Southwest 1/4 of Section 15, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, and being more particularly described as follows:

Commencing at the South 1/4 corner of said Section 15; thence along the South 87°52'44" West, 60.00 feet, along the South line of said Section 15 and the center line of Five Mile Road; thence North 01°50'18" West, 60.00 feet to the Northerly right-of-way of said Five Mile Road; thence South 87°52'44" West, 850.00 feet, along the Northerly right-of-way of said Five Mile Road to the Point of Beginning; thence continuing South 87°52'44" West, 1733.41 feet, along the Northerly right-of-way of said Five Mile Road, to a point on the West line of Section 15, and a boundary corner of "Northville Hills Golf Club Sub. No. 1", as recorded in Liber 115 of Plats, Pages 73 through 91, inclusive, Wayne County Records; thence North 01°44'25" West, 758.25 feet, along the West line of said Section 15, and along the boundary of said "Northville Hills Golf Club Sub. No. 1", (said point being South 01°44'25" East, 1858.10 feet from the West 1/4 Corner of said Section 15); thence North 87°52'44" East, 1162.38 feet, along the boundary of said "Northville Hills Golf Club Sub. No. 1"; thence North 66°39'16" East, 1525.97 feet, along the boundary of said "Northville Hills Golf Club Sub. No. 1", to a point on the Westerly right-of-way of Sheldon Road, (said point being South 01°50'18" East, 1288.92 feet, along the North and South 1/4 line of said Section 15 and the centerline of said Sheldon Road and South 88°09'42" West, 60.00 feet, from the center of said Section 15); thence South 01°50'18" East, 429.94 feet, along the Westerly right of way of said Sheldon Road, (said line being 60.00 feet West of and Parallel to the North and South 1/4 line of said Section 15); thence South 66°39'16" West, 913.60 feet; thence South 01°50'18" East, 550.00 feet to the Point of Beginning. All of the above containing 40.001 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

Tax Parcel No. 059-99-0002-000, covers more land.

ARTICLE III
DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and By-Laws of Villas at Northville Hills Condominium 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) "Association" means Villas at Northville Hills Condominium Association, the Michigan nonprofit corporation, 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.

(c) "By-Laws" means Exhibit A hereto, which are the By-Laws required for the Condominium and also the By-Laws required for the Association as a non-profit corporation.

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

(e) "Condominium" or "Condominium Project" means Villas at Northville Hills 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.

(f) "Condominium Documents", wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

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

(h) "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.

(i) "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 or more Units in the Condominium. Developer is a Co-owner as long as Developer owns one or more Units. In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer may, in its sole discretion, retain the rights and obligations of a Co-owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer by reserving

such rights and obligations in the land contract entered into by Developer or Developer's affiliate. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-owner" set forth Section 6 of the Act, as amended by Public Act 379 of 2000.

(j) "Developer" means Lake Village of Northville Limited Partnership, a Michigan limited partnership, and its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(k) "Development and Sales Period" means the period beginning on the date this Master Deed is recorded and continuing for as long as Developer holds for sale any Unit within the Project, as it is currently constituted.

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

(m) "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.

(n) "Master Deed" means this document to which the Condominium By-Laws and Condominium Subdivision Plan are attached as exhibits.

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

(p) "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 (100%) percent. 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.

(q) "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.

(r) "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.

ARTICLE IV COMMON ELEMENTS

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

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(a) The General Common Elements are:

- (1) The land, described in Article II hereof, and beneficial easements, if any, described in Article VII hereof, including any parking areas, walks, roads, pedestrian pathways and sidewalks, entrance facilities, landscaped and open areas (except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements), including such woodland areas as may be located within the Condominium.
- (2) The electrical system throughout the Condominium, including that contained within Unit walls, up to the point of connection with electrical outlets within any Unit.
- (3) The gas transmission lines throughout the Condominium, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
- (4) The water distribution system throughout the Condominium up to the point where service is connected or enters each Unit, including all common sprinkling system fixtures and connections, as well as all common sprinkling system controls; and all fire hydrants and attendant equipment. The water meters installed within each building shall also comprise General Common Elements, even if they are located within a Unit.
- (5) The sanitary sewer system throughout the Condominium up to the point where service enters or is connected with each Unit.
- (6) The storm sewer and storm water drainage systems throughout the Condominium, including below-ground and above-ground systems and all retention or detention ponds.
- (7) The plumbing network throughout the Condominium, including that contained within Unit walls, up to the point of connection with plumbing fixtures (including water softeners) within any Unit.
- (8) The cable television transmission system throughout the Condominium (if any) and any telephone or other communication lines, including that part of such system and lines contained within Unit walls up to the point of connection with outlets within any Unit.
- (9) The structural members, materials and components which comprise the exterior walls, the roof, furnace chimneys, the foundations (including support components), the basement foundations, walls and floors, the ceilings and the floors which envelop the air space within the Unit and the air space within the attics, if any, the crawl spaces, if any, outside of a Unit, and Unit perimeter walls (including window and door frames therein, excluding the glass within the frames and glass sliding doors including the frames). The air space outside of a Unit but within the structural items which envelop a Unit is a General Common Element.
- (10) The site lighting, including all wiring, fixtures, posts and meters throughout the Condominium.
- (11) All beneficial utility and drainage easements.

(12) Such recreational facilities as may be constructed on or attached to the general common element land, including, without limitation, a putting green, a cabana and swimming pool.

(13) Such beneficial easement interests as may be created to provide for the use by the Co-owners, their guests, tenants and invitees of certain tennis courts constructed or to be constructed on land located near the Condominium; provided that such use may be restricted to the sole use of Co-owners and their guests, tenants and invitees or shared by the Co-owners and the residents of lots established in nearby Northville Hills Subdivision and their respective guests, tenants and invitees.

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

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, described above may be owned by a local public authority, municipality or a utility company or other private company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owners' interest therein and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

(b) The Limited Common Elements are:

(1) The porches, if any, designated on the Condominium Subdivision Plan as limited common elements are appurtenant to the Units which open onto the aforesaid porches and are limited to the sole use of the Co-owners of the Units to which they are appurtenant.

(2) Any deck or patio installed within the area designated as a Limited Common Element area on the Site Plan included in the Condominium Subdivision Plan shall be a limited common element appurtenant to the Unit that opens onto the designated Limited Common Element area and shall be limited to the sole use of the Co-owners of the Unit to which the area and deck or patio are appurtenant. The Developer intends to construct a deck within the aforesaid Limited Common Element areas. No later expansion of any deck constructed by the Developer shall be permitted unless the Co-owner of the Unit to which the deck is appurtenant first obtains written approval for such expansion from the Association and from the Township of Northville, if the Township's approval is required pursuant to the ordinances of the Township. Any such expansion that is undertaken during the Development and Sales Period shall also require the prior written approval of the Developer.

(3) The glass in a window and the glass sliding doors, including the frames which comprise the glass sliding doors, which are located at or on the perimeter of a Unit.

(4) The fireplace combustion chamber, if any, in or outside of each individual Unit.

(5) Each driveway extending from the roadways constructed within the Condominium to the attached garage serviced by such driveway is designated on the Plan as a limited

common element and is limited to the sole use of the Co-owners of the Unit or Units that gain access to their garage(s) over each such driveway. Each driveway services one or more Units, and each driveway has direct access to a road, as shown on the Condominium Subdivision Plan attached hereto.

(6) The entire heating, ventilation and air conditioning systems and its component parts serving each Unit to the point of connection with the outside walls of the Unit shall be appurtenant to and limited to the sole use of the Co-owners of the Unit served by the system. The air conditioning compressor serving each Unit shall be a limited common element appurtenant to the Unit served even if said compressor is located outside the walls of the Unit.

(7) Any other amenity or appurtenance, if any, outside of a Unit, that is identified as a Limited Common Element in the Condominium Subdivision Plan attached as Exhibit B, unless otherwise described in this Master Deed.

(c) The responsibility for the full cost of maintenance, repair and replacement of the General and Limited Common Elements shall be the sole responsibility of the Association, except where specific exceptions are stated in the Condominium Documents, and are to be paid for according to the provisions of these Condominium Documents. The full responsibility for each Unit shall be borne by the Co-owners of the Unit.

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

✓ The common expenses associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element shall be specially assessed against the Unit to which that Limited Common Element was assigned at the time the expenses were incurred. Any other unusual common expenses benefitting less than all of the Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project or by their licensees or invitees, shall be specially assessed against the Unit or Units involved, as set forth in Section 69(2) of the Act.

The amount of all common expenses not specially assessed in accordance with the foregoing shall be assessed against the Units in proportion to the assigned percentage of value appertaining to each Unit as provided in Section 69(3) of the Act.

The Association shall have specific responsibility to maintain, repair and replace the following items relating to Units and the costs for these items shall be considered expenses of administration:

(1) All landscaped areas (excluding such landscaping as may be installed and maintained by a Co-owner upon a porch, deck or patio in accordance with the By-laws attached hereto as Exhibit A).

(2) All boundary fences, driveways, roadways and sidewalks, including the stairs or steps leading to the porches at the entrances to each Unit (but not the porches).

(3) Snow removal from the roads, driveways, porches and any sidewalks (including driveways designated as Limited Common Elements).

(4) The exterior of all buildings, excluding individual porches, decks, patios, glass windows and glass sliding doors, but including trim and hardware and the concrete pads upon which air conditioning compressors are situated.

(5) The exterior of entry doors.

(6) Individual attached garages, including the doors, exteriors and roofs of said garages, but excluding any electric garage door openers and/or the interior portions of such garages, including the concrete floors.

(7) All mailboxes and stands.

(8) Rubbish removal systems, if any.

(9) All common site lighting.

(10) All other items identified above in subparagraph (a) of this Article IV as General Common Elements.

(11) Water service, including water used for the irrigation of the grounds within the Condominium, and sanitary sewer service will be measured in common meters with one meter being installed within one Unit in each building. Water and sanitary sewer services, including water and sanitary sewer service to the individual Units, shall be treated as a common administrative expense included in and paid for through the regular assessments imposed by the Association.

(d) Each Co-owner of a Unit shall have the responsibility to maintain, repair and replace the following items:

(1) All appliances within a Unit and supporting hardware, including, but not limited to, garbage disposals, dishwashers, ranges and ovens, vent fans, duct work, vent covers and filters, hot water heaters, water softeners, furnaces, humidifiers, air cleaners, and air conditioners and compressors (whether located within or outside of a Unit, but excluding the concrete pad, which shall be the Association's responsibility), sump pumps and any gas barbecue installed on any deck or patio (provided, however, that all such barbecues must be properly installed and maintained at all times so as to avoid any risk of injury or damage to the Co-owners or the Condominium Project).

- (2) The interior of entry doors, all other doors, windows, doorwalls (including all glass doorwall frames and tracks), screens and related hardware within or leading to the individual Unit, including the glass within any entry door or window.
- (3) Any landscaping installed upon a porch, deck or patio in accordance with the By-Laws attached hereto as Exhibit A.
- (4) The fireplace combustion chamber, if any, located within the individual Unit.
- (5) All electrical fixtures or appliances within an individual Unit including, but not limited to, lighting fixtures, switches, outlets, antenna outlets and circuit breakers. (Note: Any modification to the existing electrical system must be approved in writing by the Board of Directors and must be completed by a licensed electrician.)
- (6) Any electrical outlets connected to an individual Unit's electrical meter, but located on the exterior of the Unit.
- (7) All plumbing fixtures, including shut-off valves, rings and washers located on or within an individual Unit's perimeter walls.
- (8) All cabinets, counters, interior doors, closet doors, sinks, tile and wood, either floor or wall, and related hardware.
- (9) All improvements or decorations including, but not limited to, paint, wallpaper, carpeting and trim.
- (10) Individual Unit drain lines and water softener discharge lines located within Unit perimeter walls.
- (11) All individual decks, patios and porches comprising Limited Common Elements appurtenant to the Unit and the stairs or steps leading to individual decks or patios, but not the stairs or steps leading to the porches which are located at the entrance to each Unit.
- (12) All electric garage door openers and the interior portions of all garages, including concrete floors.
- (13) All other items not specifically enumerated above which may be located within an individual Unit's perimeter walls.

ARTICLE V
USE OF PREMISES

No Co-owner shall use his or her 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 his or her Unit or any Common Element.

ARTICLE VI
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of one hundred and eighty-four (184) residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan as prepared by Seiber, Keast & Associates, Inc. and Milletics and Associates, a copy of which is attached hereto as Exhibit B. Each Unit shall consist of the interior air space measured from the entire interior surface enveloping the Unit air space, including basement areas, if any; including (i) interior unpainted surfaces of inside walls; (ii) the inside surfaces of windows, doorwalls, doors and access panels; (iii) the unpainted interior surfaces of ceilings; and (iv) the interior and unfinished surfaces of the sub/floors and/or basement floor. In addition to the above described air space, each Unit shall also include all items, components, fixtures and mechanisms, from the point of connection inward, which provide the Unit with its plumbing, electrical, waste disposal, water, heating and air conditioning services. 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 Condominium Subdivision Plan.

The Percentage of Value assigned to each Unit 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. Rights to use the General Common Elements shall not be increased or decreased as between Co-owners as a result of disparate assigned values; nor shall the assigned value of ownership in the Limited Common Elements increase or decrease the right to use Limited Common Elements as prescribed in this Master Deed and the Act. The total percentage value of the Condominium is one hundred (100%) percent.

Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the one hundred and eighty-four (184) Units are equal.

ARTICLE VII
EASEMENTS AND ENCUMBRANCES

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

(a) Developer (on its behalf and on behalf of its successors or assigns, agents, invitees, employees and contractors) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium for purposes of ingress and egress in and to the Condominium and the Units.

(b) By recordation of this Master Deed, Developer reserves the right and power to dedicate all the roads in the Condominium to public use, 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 or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any

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statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, the foregoing rights and powers may be exercised by the Association.

(c) Upon approval by and affirmative vote of not less than fifty one (51%) percent of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium. In the event that a special assessment road improvement 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.

(d) Developer reserves the right and power to grant easements over, or dedicate portions of any of the Common Elements for utility, drainage, street, safety or construction purposes and to enter into agreements regarding such matters, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications and enter into such agreements. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, the foregoing right and power may be exercised by the Association.

(e) If 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 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. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and Common Elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines. There shall exist easements of support with respect to any Unit interior wall which supports a common element.

(f) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and the Developer prior to the First Annual Meeting), in, on and over all Units, for access to the Units to conduct any activities authorized by this Master Deed or the Condominium By-Laws. Prior to any entry into the Unit, the Association, through its authorized agent, will first provide the Co-owner with reasonable notice and will attempt to coordinate such entry with such Co-owner in order to minimize interfering with the Co-owner's use and enjoyment of the Unit; provided, however, that in the event of an emergency or in the event a Co-owner fails to respond to a written request for entry within forty-eight (48) hours in a non-emergency situation, the Association will have the right of entry into the Unit.

(g) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof, to fulfill their responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common

amenities or improvements are integrated into the Condominium) and also to fulfill any responsibilities of maintenance, repair or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. The scope of the easements described in this paragraph (g) shall include the right of the appropriate public utility company and the Association's contractors to enter a Unit for the purpose of reading or repairing any water or sanitary sewer service meter located within the Unit.

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

(i) There shall exist for the benefit of the Township of Northville or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

(j) Developer hereby reserves an easement as shown on the Condominium Subdivision Plan for the benefit of the land located immediately north of the Condominium to permit the extension of sanitary sewer and water lines from such restroom facility as may be constructed on the golf course located on the benefitted land to a point of connection with the sanitary and sewer lines installed within the Condominium at a point between the buildings that respectively contain Units 16 through 18 and Units 19 through 21. The scope of these reserved easements shall include the right to enter upon the general common element land included in the Condominium to the extent required to maintain or repair such sanitary sewer and water lines as may be installed to serve the restroom facility; provided that the beneficiary of the easement shall restore any grounds or improvements disturbed during the exercise of the easement rights reserved in this provision.

(k) Developer intends to obtain a permanent, non-exclusive easement (the "Tennis Court Easement") from its affiliate and the owner of the land north of the Condominium, Toll

Northville Limited Partnership ("Toll Northville"), for the benefit of all Co-owners and their guests, tenants and invitees for access to and the use of certain tennis courts that may be constructed on the golf course land near the northwest corner of the Condominium as shown on the Condominium Subdivision Plan. Pursuant to the terms of the proposed Tennis Court Easement, the Association shall be responsible for the maintenance, repair and replacement of the tennis courts and the pedestrian walkway that extends from the Condominium to the tennis courts and the cost of such maintenance, repair and replacement is to be included in the administrative expenses of the Association that determine the amount of assessments to be imposed on Units pursuant to Article II of the By-Laws. The Tennis Court Easement will grant to the Association and its contractors and agents such access over and to the site of the tennis courts as may be reasonably necessary and beneficial for the maintenance, repair and replacement of the tennis courts by the Association. The Tennis Court Easement will reserve to Toll Northville the right to revise the easement to permit the use of the tennis courts by the owners of lots in Northville Hills Golf Club Subdivision and their guests, tenants and invitees; provided that if such greater use of the tennis courts is permitted, the beneficiaries of that right of usage shall be required to share in the cost of the maintenance, repair and replacement of the tennis courts which shall nevertheless be administered by the Association. Developer shall have the right to enter into the Tennis Court Easement on behalf of all Co-owners and the Association without the prior consent of any Co-owner or any other person with an interest in the Condominium.

(l) The land included in the Condominium is subject to a certain Planned Unit Development Agreement (the "PUD Agreement") dated April 17, 1997 by and among the Economic Development Corporation of the Charter County of Wayne, the Charter County of Wayne and the Charter Township of Northville and recorded at Liber 29691, Page 417 et. seq., Wayne County Records, and the First and Second Amendments to the aforesaid PUD Agreement. The PUD Agreement established a planned unit development encompassing nearly 900 acres within Northville Township. Pursuant to the PUD Agreement and the amendments to that document, the planned unit development includes a public golf course, public recreation areas and facilities, single family and multifamily housing, neighborhood commercial development, and an area for office and research and development use. The PUD Agreement includes certain specific standards, including design standards, that govern the development of the Condominium, including a requirement for the establishment of a 100-foot wide wooded/landscape greenbelt along the portion of the Condominium bordered by Sheldon Road. Pursuant to requirements imposed by the PUD Agreement, as amended by the First Amendment to Planned Unit Development Agreement, Developer has or will enter into a storm water maintenance agreement, a bike path/sidewalk agreement (if applicable), an open space maintenance agreement and a landscape maintenance agreement, all of which shall run with the land included in the Condominium and be binding upon the Association.

(m) The Developer has entered into an Easement Agreement with Toll Northville to establish an easement for storm water drainage for the benefit of the Condominium onto land located north and west of the Condominium and for the maintenance of certain storm water drainage facilities thereon, including storm water drainage lines and storm water detention ponds as shown on the Condominium Subdivision Plan. The land included in the Condominium is subject to a certain Declaration of Storm Sewer Easement recorded at Liber 30196, Pages 6852 through 6873, both inclusive, Wayne County Records. That document provides for the allocation of the costs of maintaining certain storm water drainage facilities, including three retention

ponds, among properties subject to the PUD Agreement described in paragraph (l) above. Any and all charges imposed on the Condominium and the Units therein with respect to the aforesaid Declaration of Storm Sewer Easement shall be included in the administrative expenses of the Association.

ARTICLE VIII
AMENDMENTS

This Master Deed and any Exhibit hereto may be amended as follows:

(a) No Unit dimensions 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) If the amendment will materially change the rights of the Co-owners or first Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and first Mortgagees of the Units (unless a greater majority is specified in the Condominium By-Laws). A first Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraphs (a) and (b) above, but subject to the limitation of subparagraph (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 delete unsold Units and 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 By-Laws, 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 By-Laws;
- (4) To clarify or explain the provisions of the Master Deed or its exhibits;
- (5) To comply with the Acts 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 make any amendment expressly permitted by this Master Deed;
- (7) To make, define or limit easements affecting the Condominium;
- (8) To record an "as-built" Condominium Subdivision Plan;

(9) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed and on the Plan in the event the roads in the Condominium are dedicated to public use to the Wayne County Department of Public Works or any other governmental agency or to comply with the requirements of any governmental agency.

(d) Notwithstanding any other provisions 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 first 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 not make any 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, nor can the Association ever make any amendment which abridges or in any way limits the easement rights reserved in Article VII above in favor of the Developer.

(e) Any amendment to this Master Deed which affects the conditions imposed on the Condominium by the Township of Northville or the rights of the Township shall require the prior written consent of the Township of Northville, which consent will not be unreasonably withheld.

ARTICLE IX
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS

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

(a) By Developer. Until the First Annual Meeting, Developer reserves the sole right, (without the consent of any other Co-owner or any mortgagee of any Unit) to take the following actions:

(1) Consolidate Contiguous Units. Consolidate under single ownership two or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(2) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

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(3) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing.

(4) Conformity with Laws and Ordinances. All actions taken under this Article IX must comply with all applicable laws and ordinances, including, without limitation, any approvals required by the Township of Northville.

(b) Limited Common Elements. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate Units or relocate boundaries described in this Article.

ARTICLE X CONTRACTION OF CONDOMINIUM

(a) As of the date this Master Deed is recorded, the Developer does not intend to dedicate to public use the roads and road rights-of-way shown on the Condominium Plan and Developer undertakes no obligation whatsoever to effect such dedication of the roads. Developer nevertheless reserves the right to withdraw from the Condominium that portion of the land described in Article II that consists of the Condominium roads and road rights-of-way as the same are shown on the Condominium Plan. At the sole option of the Developer, within a period ending no later than six (6) years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium roads and road rights-of-way dedicated to public use.

(b) In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land described in Article II that is dedicated to public use as a road and/or road right-of-way. The withdrawal of such land pursuant to this Article X shall be effected by an amendment of the Master Deed as provided in subparagraph (d) below and by a single conveyance of all roads and road rights-of-way in the Condominium to the Wayne County Department of Public Works (or other appropriate governmental unit with appropriate jurisdiction).

(c) Apart from satisfying any governmental conditions to dedication of the road and road rights-of-way, there are no restrictions on Developer's right to contract the Condominium as provided in this Article X. Developer makes no representation whatsoever that the roads constructed to provide access in and to the Condominium meet the requirements imposed by the appropriate governmental agencies for dedication of the roads.

(d) The consent of any Co-owner shall not be required to contract the Condominium or to dedicate the roads and road rights-of-way described above to public use. 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 contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. 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 the Developer to dedicate the roads and road rights-of-way in the Condominium to public use or to thereafter contract the Condominium as herein provided. 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 XI
CONVERTIBLE AREAS

(a) The Common Elements and all Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted and created as provided in this Article XI. The Developer reserves the right, but not an obligation, to convert 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 make corresponding changes to the Common Elements, subject to the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements therefor. The maximum number of units that may be included in the Condominium is one hundred and eighty-four (184) units.

(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 which are imposed by state law, local ordinances or building authorities.

(d) 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

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Developer or its successors or assigns, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of 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 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.

(e) All modifications to Units and Common Elements made pursuant to this Article XI 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 (100%) percent 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 XI.

ARTICLE XII
DEVELOPER'S RIGHT TO USE FACILITIES

Until the end of the Development and Sales Period, the Developer, its successors and assigns, agents and employees may maintain such offices, model units, reasonable parking, storage areas and other facilities on the Condominium as it deems necessary to facilitate the development and sale of the Condominium Project. Throughout the entire duration of the Development and Sales Period, Developer, its successors and assigns, agents and employees shall have such access to, from and over the Condominium as may be reasonable to enable the development and sale of the Condominium Project. Developer shall pay the cost related to such use and restore the facilities to habitable status upon termination for such use.

ARTICLE XIII
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 an appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

