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OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

AUG 12 2009

ANDREW E. MEISNER, County Treasurer
Sec. 135, Act 206, 1893 as amended

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GREENBRIAR CONDOMINIUM

AMENDED AND RESTATED MASTER DEED

THIS AMENDED AND RESTATED MASTER DEED ("Master Deed") is made this 21 day of July, 2009, by Pinnacle-Greenbriar, LLC, a Michigan limited liability company ("Developer") whose address is 28800 Orchard Lake Road, Suite 200, Farmington Hills, Michigan 48334, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

RECITALS

WHEREAS, Developer desires to record this Amended and Restated Master Deed (the "Master Deed") in order to provide for the development of fifty (50) detached site units and fifty (50) attached units as opposed to all attached units as set forth in the original master deed and exhibits which were recorded on November, 11, 2005, in Liber 36660, Page 277, Oakland County Records as amended by that certain First Amendment to Master Deed recorded on February 27, 2006, in Liber 37170, Page 312, Oakland County Records (collectively the "Original Master Deed"), and to correct the numbering of the units.

NOW, THEREFORE, Developer, by recording this Master Deed, hereby amends and restates in its entirety, the Original Master Deed for the Greenbriar Condominium, a residential condominium project under the Act and declares that Greenbriar Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, the provisions of a certain Planned Unit Development Agreement, as amended, between Developer and Commerce Township as recorded in the Oakland County Records ("PUD Agreement") and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises (defined below), and their grantees, successors, heirs, personal representatives and assigns.

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ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Greenbriar Condominium, Oakland County Condominium Subdivision Plan No. 1816. The engineering and architectural plans for the Project (defined below) were approved by and are on file with the Township of Commerce. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of

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having its own entrance from and exit to a Common Element of the Condominium Project and/or a public road. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Condominium Project.

ARTICLE II
LEGAL DESCRIPTION

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

A part of the Southwest 1/4 of Section 20, Township 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, described as: BEGINNING at the Southwest corner of said Section 20; thence North 00 degrees 23 minutes 49 seconds West 971.90 feet along the West line of said Section 20 and centerline of Wixom Road (variable right of way); thence North 89 degrees 46 minutes 30 seconds East 862.99 feet; thence South 00 degrees 04 minutes 30 seconds East 320.00 feet; thence North 89 degrees 46 minutes 30 seconds East 273.00 feet; thence South 00 degrees 04 minutes 30 seconds East 668.67 feet to the South line of said Section 20 and centerline of Loon Lake Road (variable right of way); thence North 89 degrees 22 minutes 30 seconds West 1130.61 feet along the South line of said Section 20 and centerline of said Loon Lake Road to the POINT OF BEGINNING. Said property contains 1,023,621 square feet or 23.497 acres, more or less and subject to the rights of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

(Same as tax parcel 17-20-300-011)

17-20-353-000 ent
17-20-353-101 Unit 101
-102 Unit 102
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ARTICLE III
DEFINITIONS

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

Section 3.1 "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2 "Association" means Greenbriar Condominium Homeowners' Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take 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.

Section 3.3 "Association services" means those services provided by the Association to all Unit Owners as set forth in Section 4.3 (c) of this Master Deed.

Section 3.4 "Attached Unit(s)" means the attached condominium unit(s) described in Section 5.1(a) below, and shall have the same meaning as the term "Condominium Unit" as defined under the Act.

Section 3.5 "Association Maintained Limited Common Elements" means those Attached Unit Limited Common Elements for which the Association has the responsibility to maintain as further detailed in Section 4.3(d) of this Master Deed.

Section 3.6 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

Section 3.7 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV of this Master Deed.

Section 3.8 "Condominium Documents" means this Master Deed and Exhibits A and B hereto, which entirely restate and replace the former master deed the exhibits attached thereto, and the Articles of Incorporation, as any of the foregoing may be amended from time to time.

Section 3.9 "Condominium Premises" means the land described in Article II above, including any additional land added to the Condominium pursuant to Article VI below, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Greenbriar Condominium as described above.

Section 3.10 "Condominium Project, Condominium or Project" are used synonymously to refer to Greenbriar Condominium.

Section 3.11 "Condominium Subdivision Plan" means Exhibit B to this Master Deed, which entirely restates and replaces the former condominium subdivision plan.

Section 3.12 "Consolidating Master Deed" means the final amended Master Deed which shall describe Greenbriar Condominium as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 3.13 "Co-owner" means an individual, firm, corporation, partnership, limited liability company, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner."

Section 3.14 "Construction and Sales Period" means the period commencing on November 23, 2005 and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer is entitled to add Units to the Project under this Master Deed.

Section 3.15 "Developer" means Pinnacle-Greenbriar, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both

successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.15 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.16 "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be addressed at such meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 3.17 "Sidewalks" shall mean all sidewalks, installed parallel to the Roads or within the right of way of the Roads.

Section 3.18 "Site Unit(s)" mean a single site condominium unit in Greenbriar Condominium as described in Section 5.1(b) of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under the Act. All structures and improvements now or hereafter located within the boundaries of a Site Unit shall be owned in their entirety by the Co-owner of the Site Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Section 3.19 "Storm Water Drainage Facilities" means the surface water drainage system, storm drain lines, catch basins and detention/sedimentation basins within the Project (including Yard Areas) or within easements benefiting the Project.

Section 3.20 "Township" means the Charter Township of Commerce.

Section 3.21 "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 3.22 "Unit or Condominium Unit" each mean either an Attached Unit or a Site Unit as such terms are defined in this Master Deed.

Section 3.23 "Yard Area" shall mean the area surrounding each Site Unit which is assigned to and reserved for the exclusive use and benefit of the Co-owner of such Site Unit and which is identified as a Limited Common Element on Exhibit B attached hereto.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

Section 4.1 "General Common Elements. The General Common Elements are as follows:

(a) Land. The portion of the land described in Article II hereof that is designated on Exhibit B as General Common Elements.

- (b) **Roads and Surface Improvements.** The roads throughout the Condominium, which are private roads to be maintained by the Association, including landscaped islands, the boulevard entrance way, retaining walls, Sidewalks, unassigned parking areas, and other surface improvements which do not constitute Limited Common Elements under Section 4.2.
- (c) **Electrical.** The electrical transmission system throughout the Project up to the electrical meter for each Attached Unit and to the boundary of each Site Unit.
- (d) **Telephone and Telecommunications System.** The telephone or telecommunications equipment and system throughout the Project up to the point of entry into each Attached Unit and to the boundary of the Yard Area of each Site Unit.
- (e) **Gas.** The gas distribution system throughout the Project up to the gas meter for each Attached Unit and to the boundary of each Site Unit.
- (f) **Water.** The water distribution system throughout the Project up to the meter for each Attached Unit and to the boundary of each Site Unit.
- (g) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to the point of connection for individual Attached Unit service and to the boundary of each Site Unit.
- (h) **Storm Water Detention Areas and Drainage Facilities.** The storm water drainage system throughout the Project, including, but not limited to, the storm drainage and/or detention facilities and wetlands, if any, to be used for drainage purposes, as shown on the Condominium Subdivision Plan.
- (i) **Landscaping.** All landscaping, berms, trees, plantings, entranceway monuments, street signs, foot bridges, benches, tables and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.
- (j) **Fencing.** Any wall, fencing or similar structure, including privacy fences, located within the General Common Elements.
- (k) **Easements.** All easements, if any, reciprocal or otherwise, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements.
- (l) **Mailboxes.** Each centralized multiple mailbox structure located throughout the Project, exclusive of the individual mailboxes contained therein.
- (m) **Other.** Such other elements of the Project not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, including electricity, telephone and telecommunications, gas, water, sanitary sewer and storm sewer systems, and storm water detention areas and drainage facilities and equipment described above may be owned by the local public authority, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements or Limited

Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the Township or the Oakland County Drain Commission, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

Section 4.2 Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of the Co-owners of the Units to which the Limited Common Elements are appurtenant.

(a) **Attached Units.** The Limited Common Elements for the Attached Units are as follows:

- (i) **Building Improvements.** Foundations of buildings, including the garage/ground floor building slabs, supporting columns, perimeter walls (excluding windows and doors and frames), floors, ceilings, roofs, attics, chimneys and other building improvements.
- (ii) **Driveways/Walkways.** The driveway, and walkway providing access to each Unit shall be limited in use to the Co-owner of the Unit served thereby.
- (iii) **Patios, Porches and Decks.** Each individual patio, porch and deck adjacent to a Unit is limited in use to the Co-owner of the Unit served thereby.
- (iv) **Air Conditioner Compressor/Condenser.** Each individual air conditioner compressor/condenser, corresponding line set, and its pad in the Project and the ground surface immediately below the same is limited in use to the Co-owner of the Unit which is served thereby.
- (v) **Garage Doors and Garage Door Openers.** Each garage door and its hardware including garage door openers shall be limited in use to the Co-owner of the Unit served thereby.
- (vi) **Doors and Windows.** Doors, windows, screens and frames shall be limited in use to the Co-owner of Unit served thereby.
- (vii) **Exterior Building Lighting.** The light fixtures attached to the exterior of each Unit shall be limited in use to the Co-owner of the Unit served thereby.
- (viii) **Interior Walls, Chimneys, Ceilings, Floors and Surfaces.** The interior walls, chimneys, ceilings, floors and surfaces of a Unit shall be limited in use to the Co-owner of the Unit served thereby.
- (ix) **Utility Meters** Utility meters are limited to the Unit served thereby.

- (x) **Electric, Gas and Water.** The electric, gas and water systems from the point of the meter into the Unit which they serve are limited to the Units served thereby.
 - (xi) **Heating and Cooling Systems.** Each heating and cooling system including, without limitation, all equipment and duct work related thereto are limited to the Unit served thereby.
- (b) **Site Units.** The Limited Common Elements for the Site Units are as follows:
- (i) **Utility Meters.** All electrical, gas, water and telephone meters and related equipment, if any, which exclusively serve a Site Unit and which are located within the Yard Area but outside of the boundaries of a Site Unit.
 - (ii) **Porches; Decks, Patios and Encroachments.** Porches, including entranceway porches and steps, decks and patios which are adjacent to a Unit and located within the Yard Area but outside of the boundaries of a Site Unit as well as any portions of a residential structure primarily located within a Site Unit, but which extend or overhang beyond the boundaries of the Site Unit into the Yard Area.
 - (iii) **Air Conditioner Compressors and Pads.** Each air conditioner compressor, its pad and other equipment and accessories related thereto together with the ground surface immediately below the pad, located within the Yard Area but outside of the boundaries of a Site Unit.
 - (iv) **Driveways.** The driveway from the road to each Unit's garage space shall constitute a Limited Common Element, appurtenant to and restricted for the use of the Co-owner of the Site Unit which is assigned to such driveway, to the extent such driveway is located outside the boundaries of the Unit, or as otherwise determined by Developer.
 - (v) **Yard Area.** The Yard Area surrounding each Site Unit shall constitute a Limited Common Element, appurtenant to and restricted for the use of the Co-owner of such Site Unit, as shown on Exhibit B attached hereto.
 - (vi) **Walkways.** The walkway(s) leading to each Unit and/or Limited Common Element driveway shall constitute Limited Common Elements, appurtenant to and restricted for the use of the Co-owner of such Unit.
 - (vii) **Telephone/Cable.** The portion of the telephone and/or cable system which exclusively serves a Site Unit and which is located within the Yard Area but outside of the boundaries of a Site Unit.

- (viii) Telecommunications. The portion of the telecommunications system, if any, which exclusively serves a Site Unit and which is located within the Yard Area but outside of the boundaries of a Site Unit.

Some or all of the utility lines, including electricity, telephone, cable and telecommunications, gas, water, sanitary sewer and storm sewer systems, facilities and equipments described above may be owned by the local public authority, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General/Limited Common Elements only to the extent of the Association/Co-owner's interest therein, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the Township or the Oakland County Drain Commission.

Section 4.3 Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Co-owner Responsibilities. Except as set forth in Sections 4.3(c) and 4.3(d) below, the responsibility for, and the costs of insurance, maintenance, decoration, repair and replacement of the Limited Common Elements shall be borne by the Co-owner of the Unit which is served by such Limited Common Elements. All costs of water, electricity, cable television, gas and telephone service shall be borne by the Co-owner of the Unit to which the services are furnished. All costs of water service provided to the General Common Elements, and any other utility services furnished to the Project, shall be borne by the Association as an operating expense and assessed against the Units in accordance with Article II of the Bylaws. Other than as provided in Section 4.3(c) below, each owner of a Site Unit shall be responsible for the care and maintenance of its Yard Area all landscaping appurtenant to its Unit.

(b) Association Responsibilities – General Common Elements. The Association, by its Board of Directors, shall be responsible for insurance, maintenance, repair and replacement of the General Common Elements of the Project. To the extent the Association determines that a repair to a General Common Element was necessitated by the negligence and/or intentional wrongdoing of one or more Co-owners, such Co-owners shall bear the cost of such repair. Otherwise, the cost of insurance, maintenance, repair and replacement of all General Common Elements shall be borne by the Association, and assessed to the Co-owners as set forth in Article II of the Bylaws subject to any provisions of the Master Deed or Bylaws expressly to the contrary.

(c) Association Services – All Units. The Association shall be responsible for providing the following services to all Units, without regard as to whether such Unit is an Attached Unit or a Site Unit:

- (i) Lawn Mowing. The mowing of all lawn areas in the Project, including those within the general common elements and those within the Yard Areas, shall be the responsibility of the Association and assessed to the Co-owners as set forth in Article II of the Bylaws, subject to any provisions of the Master Deed or Bylaws expressly to the contrary. With respect to Site Units, the owner of the Site Unit shall be responsible for all other care and maintenance in connection with its Yard Area, including, but not limited to seeding, weeding, watering, and fertilization.

- (ii) **Snow Removal.** The removal of snow from all Driveways, Walkways and Sidewalks throughout the Project shall be the responsibility of the Association and assessed to the Co-owners as set forth in Article II of the Bylaws subject to any provisions of the Master Deed or Bylaws expressly to the contrary.

(d) **Association Responsibilities – Association Maintained Limited Common Elements.** The Association shall be responsible for the costs of maintenance, repair and replacement of the following Attached Unit Limited Common Elements (hereafter referred to as the “Association Maintained Limited Common Elements”):

- (i) **Building Improvements.** Foundations of buildings, including the garage/ground floor building slabs, supporting columns, perimeter walls (excluding windows and doors and frames), floors, ceilings, roofs, attics, chimneys and other building improvements
- (ii) **Developer Installed Porches Patios.** The Association shall be responsible for the cost of maintenance, repair and replacement of the Developer installed porches and patios (but not decks), provided however that each Unit Co-owner shall be responsible for the removal of snow and ice from the porch appurtenant to its Unit.
- (iii) **Garage Doors.** The Association shall be responsible for the cost of maintenance, repair and replacement (except in cases of Co-owner’s fault) of all Attached Unit garage doors. In cases of Co-owner fault, the periodicity and material utilized to repair, replace and maintain garage doors, shall be determined solely by the Association which shall be responsible for the performance of the work at the expense of the responsible Co-owner.

The cost of insurance, maintenance, repair and replacement of the Association Maintained Limited Common Elements shall be borne by the Association and assessed to solely to the Attached Unit Co-owners as set forth in Article II of the Bylaws.

(e) **Association Responsibilities – Limited Common Elements.** Other than the Association Services and the Association Maintained Limited Common Elements as set forth above, the Association shall not be responsible for the maintenance, repair, replacement or cost of insurance of any Limited Common Elements.

(f) **Failure of Co-owner to Perform Maintenance Responsibilities.** In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair and replace any of such Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association’s (or the Developer’s) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for

nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

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

Section 4.4 Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner which is inconsistent with the purposes of the Project or in any manner which will unreasonably interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to alter any General Common Elements or Limited Common Elements, or construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, without the prior written approval of Developer during the Construction and Sales Period and the Association thereafter.

Section 4.5 Association Assessments – General and Special. The Association, through the assessment of all Co-owners equally, is responsible for the cost to repair, maintain, replace and insure the General Common Elements. The Association is additionally responsible for the cost to repair, maintain, replace and insure the Association Maintained Limited Common Elements. Because the Association Maintained Limited Common Elements beneficially serve only the Attached Units, assessments with respect to the cost to maintain, repair, replace and insure the Association Maintained Limited Common Elements shall be assessed only against, and equally to, the Attached Unit Co-owners, as is more specifically set forth in Article II of the Bylaws which are attached hereto as Exhibit A..

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1

(a) Description of Attached Units. Each Attached Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Greenbriar Condominium as prepared by Ambit Land Surveyors, Inc. and attached as Exhibit B. Each Unit shall include all that space contained within the interior unpainted walls and ceilings and from the finished subfloor as shown on attached Exhibit B and delineated with heavy outlines. Each Unit includes an attached garage and parking within such garage as shown on Exhibit B.

(b) Description of Site Units. Each Site Unit in the Condominium Project consists of the building area as shown on the Condominium Subdivision Plan of Greenbriar Condominium as prepared by Ambit Land Surveyors, Inc. and attached as Exhibit B. All structures and improvements now or hereafter located within the boundaries of a Site Unit shall be owned in their entirety by the Co-owner of the Site Unit within which they are located.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal. The total value of all Units in the Project is 100%. The determination that the percentages of

value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the General Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration of the General Common Elements, and the vote attributed to each Unit at meetings of the Association. All of the Co-owners of a Unit shall be entitled to only one vote at meetings of the Association for each Condominium Unit Owner.

ARTICLE VI

CONSOLIDATION AND OTHER MODIFICATIONS

Notwithstanding any other provisions of the Master Deed or the Bylaws, Units in the Condominium may be 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.

Section 6.1 *By Developer.* Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgage of any Unit to take the following action:

(a) *Consolidated Contiguous Units.* Consolidated under single ownership two or more Units which are separated only by Unit perimeter walls or site boundaries. In connection with consolidation of Attached Units, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(b) *Relocate Boundaries.* Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls, site boundaries or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation relating to Attached Units, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(c) *Amend to Effectuate Modifications.* In any 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. The percentages of value shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment to this Master Deed. Such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of

General or Limited Common Elements as may be necessary to describe adequately the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 6.2 By Co-owners. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association and the Developer during the Construction and Sales Period. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

Section 6.3 Limited Common Elements. 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 consolidate or relocate boundaries described in this Article.

ARTICLE VII

EASEMENTS, RESTRICTIONS, AND AGREEMENTS

Section 7.1 Easement for Maintenance of Encroachment and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, yard areas, structures, buildings, improvements, floors and walls (including interior Unit walls and floors) contained therein for the continuing maintenance and repair of all utilities lines and facilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element. With respect to Site Units, in the event any portion of the Dwelling constructed within a Site Unit encroaches upon the Yard Area which is appurtenant to such Site Unit, an easement shall exist for the maintenance of such encroachment so long as such encroachment exists, and for maintenance and reconstruction thereof in the event of any destruction.

Section 7.2 Easements Granted by Developer or Otherwise Burdening the Condominium. Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without

the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grants of easements or transfers of title.

Section 7.3 Grants of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 7.4 Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements (including Yard Areas and Common elements located within the interior of any Unit) as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves, fire suppression equipment and other Common Elements located within any Unit or its appurtenant Limited Common Elements, including Yard Areas. The Association shall have an easement to enter all Units and Yard Areas at any time, even without notice in the case of an emergency or reasonably perceived emergency.

Section 7.5 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction 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 multiunit 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.

Section 7.6 PUD Agreement. The terms and conditions of that certain PUD Agreement entered into by and between Phoenix Land Acquisitions, LLC and the Charter Township of Commerce, dated March 3, 2006, and recorded on March 15, 2006, in Liber 37250, Page 762, Oakland County Records, are incorporated herein by reference.

Section 7.7 Township Rights and Easements.

(a) 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 Premises. The easements, licenses, rights and privileges shall not be modified or rescinded without the express written permission of the Township.

- (i) The Township is hereby granted permanent non-exclusive easement for the use of all roads, walkways or pathways, utility easements, common elements and limited common elements to the extent necessary for the purpose of ingress, egress, and access to, and inspections of, utility easements, including, but not limited to, water, sanitary sewer, storm water sewer, electric, gas and communications easements (the "Access Easements").
- (ii) The Township is hereby granted a permanent non-exclusive easement (the "Utility Easement") over, under and across all roads, walkways or pathways, utility easements, common elements and limited common elements to the extent necessary 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 (the "Utilities").
- (iii) The Township is hereby granted a non-exclusive easement (the "Utility Appurtenances Easement") over the common elements, limited common elements and the area of the units outside of the buildings located thereon, 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 ("Utility Appurtenances").
- (iv) The Township shall have the right to sell, assign, transfer and convey these easements to any other governmental unit having authority at law to assume obligations of the Township hereunder.
- (v) Except for structures shown or permitted on the approved Condominium Plan, or any amendments thereto, no Co-owner in the Condominium shall build or convey to others the permission to build any permanent structures on the easement areas granted to the Township hereunder.
- (vi) Except as shown or permitted on the approved Condominium Plan, or any amendments thereto, no Co-owner in the Condominium shall build or place on the area covered by the easements 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. The Township shall have the right, but not the obligation, to remove any such structure, fixture or object and assess the Association and/or Co-owner for the cost thereof including the cost of any restoration work which the Township may, but is not required to perform.

- (vii) Except for claims of gross negligence in any way arising from, or incident to, the 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 and maintenance, repair and replacement of the storm drains and storm water drainage facilities, including, without limitation, any detention basin and drainage easements, within the easements granted to the Township hereunder, and except for ordinary and customary restoration of the easement area after such construction or maintenance work is performed, all Co-owners in the Condominium release the Township and its successors, assigns and transferees, from any and all claims or damages, 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.

(b) Notwithstanding any other provision contained in this Master Deed, the following provisions of this subsection (b) are included for the benefit of the Township and shall not be modified or rescinded without the express written consent of the Township. This provision 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.

- (i) The Developer, prior to the Transitional control Date, and the 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 General Common elements, Limited Common Elements and the area of the Units outside of the buildings located thereon for construction of utilities, lines and facilities, ingress and egress thereto, or such other related 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.
- (ii) The Township shall have the right, but not the obligation, to repair and maintain all utilities, lines, facilities and equipment located within the easements in the Condominium Premises. If it is necessary for the Township to repair or maintain any of the same, the costs of repair or maintenance shall be prorated among all Co-owners in the Condominium Project in accordance with their

respective Percentages of Value. The Township shall bill such persons shown by the assessment records of the Township to be the owners of said Condominium Units at such times 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 any Co-owner who fails to pay the same. The lien may be enforced by the Township in the same manner as provided by law for enforcement of delinquent special assessments.

- (iii) Upon approval by an affirmative vote of not less than fifty-one percent (51%) of all Co-owners, the Association shall be empowered to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes providing for improvements financed by special assessments. In the event that a special assessment road project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium Premises as a whole shall be borne equally by all Co-owners.
- (iv) After the Transitional Control Date, the Association shall not be terminated without the consent of the Township.
- (v) The costs of maintenance, repair and replacement of the storm drains and storm water drainage facilities, including, without limitation, any detention basin and drainage easements shall be borne by the Association. In the event that the Association fails to provide adequate maintenance, repair or replacement of the storm drains, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair or replacement and the costs thereof plus a twenty-five percent (25%) administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll or may be collected by the Township in accordance with applicable provisions of Michigan law dealing with foreclosures and mortgages by advertisement, the Co-owners and Condominium Association having specifically granted the Township the required power of sale to do so; or by collection suit against the Condominium Association or any Co-owner. If suit is initiated, the Condominium Association or Co-owner shall pay all of the Township's legal fees and costs. The selection of remedy shall be at the sole option of the Township, and the election of one remedy shall not waive the use of any other remedy.

(c) **Township Approval.** Any provisions of the Condominium Documents to the contrary notwithstanding, no provision of the Condominium Documents that grants any right of approval or other right to the Township shall be amended or revoked without the consent of the Township, its successors and assigns.

(d) **Road Provisions.**

(i) **Indemnification of Township.** To the fullest extent permitted by law, the Association and its successors and assigns, agree to defend, pay on behalf of, indemnify, and hold harmless the Township, 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 for any damages which may be asserted, claimed or recovered against them, 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 located in the Condominium including the use thereof of the maintenance, repair, and/or replacement thereof.

(ii) **Maintenance and Repair of Roadways.** 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 Association. It is the 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 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 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 (pro rata as to each Co-owner based upon the respective Percentages of Value) and collected as a special assessment on the next annual Township tax roll or may be collected by the Township in accordance with applicable provisions of Michigan law dealing with foreclosures and mortgages by advertisement, the Co-owners and Condominium Association having specifically granted the Township the required power of sale to do so; or by collection suit against the Condominium Association or any Co-owner. If suit is initiated, the Condominium Association or Co-owner shall pay all of the Township's legal fees and costs. The selection of remedy shall be at the sole option of the Township, and the election of one remedy shall not waive the use of any other remedy.

- (iii) **Emergency Vehicle Access Easement.** There shall exist for the benefit of the Township or any emergency service agency an easement over all roads 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, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.
- (iv) **Private Rights of Developer, Co-Owners and Association.** The private rights of Developer, Co-owners and 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.

ARTICLE VIII CONVERTIBLE AREAS

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

Section 8.1 Convertible Areas. The General Common Elements 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 VIII. The Developer reserves the right, but not an obligation, to convert the Convertible Areas. The maximum number of Units that may be created in the Convertible Areas is zero, although Units may be expanded and modified as provided in this Article VIII. The number of Units in the Condominium may decrease, but shall not increase, as a result of the conversion of the Convertible Areas.

Section 8.2 Modification. The Developer reserves the right, in its sole discretion, during a period ending 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. The changes in the Common Elements could include (by way of illustration and not limitation) construction of court yards, patios, decks, porches and other amenities on any portion of the Convertible Areas.

Section 8.3 Restrictions. 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 not other restrictions upon such improvements except those which are imposed by state law, local ordinance or building authorities.

Section 8.4 Compatible Structures. 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.

Section 8.5 Co-owner Consent. 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 not further notice of such amendment shall be required.

Section 8.6 Percentage of Value. All modifications to Units and Common Elements made pursuant to this Article VIII 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 V hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 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 V of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements as may be necessary to describe adequately 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 VIII.

ARTICLE IX AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

Section 9.1 Co-owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material adverse respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant.

Section 9.2 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not

materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments required by governmental authorities, or for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 9.3 Change in Value of Vote, and Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article VI, Article VII or Article VIII of this Master Deed.

Section 9.4 Mortgagee Approval. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee (as defined in the Act), in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units who held a duly recorded mortgage or a duly recorded assignment of a mortgage against a Unit on the date on which the proposed amendment to the Master Deed is approved by the requisite majority of the Co-owners, shall be required for such amendment. Each mortgagee entitled to vote shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

- (a) Termination of the Condominium Project.
- (b) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.
- (d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.
- (e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.
- (f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

Section 9.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-owners and eighty (80%) percent of the first mortgagees thereof.

Section 9.6 Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer.

Section 9.7 Amendments for Architectural Purposes. Developer may, subject to approval by the Township, but without the consent of any Co-owner or any other person, including any mortgagee, except for Developer's construction lender until the construction loan is paid in full, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to alter the floor plans and/or the elevations and/or the exterior architectural appearance of any buildings and/or Units within the Condominium provided that no such amendment shall materially increase the size of the applicable building footprint as indicated therefore in the Condominium Subdivision Plan.

ARTICLE X

ASSIGNMENT

Section 10.1 Assignment. Any or all of the rights and powers granted or reserved to 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 Developer to and assumed by 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.

ARTICLE XI

DEVELOPMENT IN PHASES

Section 11.1 Development In Phases. The Condominium Project shall be developed in two or more phases (collectively "Phases"), as permitted by this Article XI. The Developer may elect to develop the Phases in any order or may elect to develop two or more phases simultaneously. Absent an election by the Developer to the contrary, the Phases shall be developed as set forth in this Article.

Section 11.2 Phases. The Condominium Project shall be developed in the following Phases:

- a) **Phase 1** – shall consist of Units 19-24, 31-42, 51-54, 61, 62, 69-78, 93 and 94.
- b) **Phase 2** – shall consist of Units 1-8, 25-30, 63-68, 79-92, and 95-100.
- c) **Phase 3** – shall consist of Units 9-18, 43-50 and 55-60.

Section 11.3 Modification of Phases. The Phases, as described in Section 11.2 above, may be consolidated, enlarged or otherwise modified by the Developer, in its sole discretion, without the consent of Co-owners or mortgagees.

**PINNACLE-GREENBRIAR LLC,
a Michigan limited liability company**

By: DIVERSIFIED PROPERTY GROUP, LLC, a
Delaware limited liability company
Its: Sole Member

By: 
Howard Fingerfoot
Its: Manager

STATE OF MICHIGAN)
)ss
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 22 day of July, 2009, by Howard Fingerfoot, the Manager of Diversified Property Group, LLC, a Delaware limited liability company, which is the sole member of Pinnacle-Greenbriar LLC, on behalf of such company.


Notary Public State of Michigan
Oakland County
My Commission expires: May 27, 2012

GATHY KATZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 27, 2012
ACTING IN COUNTY OF Oakland

DRAFTED BY and WHEN RECORDED RETURN TO:
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