

MASTER DEED

THE ESTATES AT ARCADIA RIDGE

THIS MASTER DEED is made and executed on this 6th day of June, 2005, by Pulte Land Company, LLC, a Michigan limited liability company (hereinafter referred to as "Developer") whose address is 26622 Woodward Avenue, Suite 204, Royal Oak, Michigan 48067, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, Developer, by recording this Master Deed, hereby establishes The Estates at Arcadia Ridge as a residential site condominium project under the Act and declares that The Estates at Arcadia Ridge shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, 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, and their grantees, successors, heirs, personal representatives and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as The Estates at Arcadia Ridge, Wayne County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume 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 having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the 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:

DESCRIPTION OF A 116.26 ACRE PARCEL OF LAND IN THE WEST 1/2 OF SECTION 17, T1S, R8E, NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

Commencing at the Northwest corner of Section 17, T1S, R8E, Northville Township, Wayne County, Michigan; thence S00°05'22"W 60.06 feet (recorded as S00°05'08"W) along the West line of said Section 17 and the centerline of Ridge Road (variable width); thence N87°31'37"E 60.06 feet for a PLACE OF BEGINNING; thence N87°31'37"E 2588.95 feet; thence S00°17'08"W 35.04 feet; thence S87°31'37"W 104.97 feet; thence S00°05'08"W 491.38 feet; thence S59°22'07"W 62.08 feet; thence S52°56'53"W 342.31 feet; thence S28°25'06"W 661.85 feet; thence S50°13'47"W 190.69 feet; thence N39°46'22"W 81.26 feet; thence 53.86 feet along the arc of a 75.00 foot radius circular curve to the right, with a chord bearing N85°37'18"W 52.71 feet; thence S48°31'46"W 92.53 feet; thence N48°23'01"W 155.94 feet; thence N47°59'56"W 69.90 feet; thence N58°57'40"W 65.40 feet; thence N69°59'53"W 65.39 feet; thence N81°02'02"W 65.38 feet; thence S87°55'53"W 65.38 feet; thence S76°53'50"W 65.38 feet; thence S65°51'48"W 65.37 feet; thence S54°49'46"W 65.38 feet; thence S45°59'08"W 74.16 feet; thence S55°40'57"W 104.29 feet; thence S70°06'55"W 102.08 feet; thence S76°26'37"W 150.00 feet; thence S82°58'12"W 102.48 feet; thence N82°33'45"W 104.25 feet; thence N83°45'01"W 134.65 feet; thence 28.21 feet along the arc of a 300.00 foot radius circular curve to the left, with a chord bearing S03°33'22"W 28.20 feet; thence N89°08'15"W 60.00 feet; thence N81°09'14"W 54.52 feet; thence 27.51 feet along the arc of a 180.00 foot radius circular curve to the left, with a chord bearing N85°31'56"W 27.48 feet; thence N89°54'38"W 64.99 feet; thence N00°05'22"E 1402.16 feet along the East right-of-way line of said Ridge Road to the Place of Beginning, being a part of the Northwest 1/4 of said Section 17, containing 69.23 acres of land, more or less, ALSO, commencing at the South 1/4 corner of Section 17, T1S, R8E, Northville Township, Wayne County, Michigan; thence N00°22'31"W (recorded as N00°22'37"W) 780.82 feet along the North-South 1/4 line of said Section 17 for a PLACE OF BEGINNING; thence S89°37'29"W 287.13 feet; thence N00°22'31"W 657.44 feet; thence N35°18'16"W 608.48 feet; thence N18°48'55"W 290.94 feet; thence N00°24'14"E 889.70 feet; thence N38°41'44"W 341.54 feet to Intermediate Traverse Point "B"; thence continuing N38°41'44"W 5.30 feet, more or less to the centerline of Johnson Drain; thence Northeasterly 1403.00 feet more or less, along the centerline said Johnson Drain to a point on the North-South 1/4 line; thence S00°17'08"W 12.3 feet more or less to Intermediate Traverse Point "C", said Intermediate Traverse Point "C" being the following 6 courses from aforementioned Intermediate Traverse Point "B": N21°36'35"E 141.34 feet, N61°17'03"E 272.41 feet, N12°40'56"E 67.04 feet, N30°18'42"E 620.81 feet, N47°14'12"E 243.80 feet, N90°00'00"E 143.44 feet; thence S00°17'08"W (recorded as S00°16'58"W) 1815.38 feet along the said North-South 1/4 line to the Center of said Section 17; thence S00°22'31"E (recorded as S00°22'37"E) 1797.60 feet along said North-South 1/4 line to the Place of Beginning, being a part of the West 1/2 of said Section 17, containing 47.03 acres of land, more or less, being subject to easements and restrictions of record, if any.

Parcel No. Part of _____

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 Estates at Arcadia Ridge Condominium Association, a Michigan nonprofit

corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Estates at Arcadia Ridge. 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 The Estates at Arcadia Ridge Condominium 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 "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 3.4 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.5 "Condominium Documents" means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, as any or all of the foregoing may be amended from time to time.

Section 3.6 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Estates at Arcadia Ridge.

Section 3.7 "Condominium Project, Condominium or Project" are used synonymously to refer to The Estates at Arcadia Ridge.

Section 3.8 "Condominium Subdivision Plan" means Exhibit B to this Master Deed.

Section 3.9 "Consolidating Master Deed" means the final amended Master Deed which shall describe The Estates at Arcadia Ridge 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 Wayne County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto.

Section 3.10 "Construction and Sales Period" means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

Section 3.11 "Co-owner" means an individual, firm, corporation, partnership, 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 3.12 "Declaration" means the Declaration of Easements, Covenants, Conditions and Restrictions established by the Developer, dated _____, 2005, recorded in Liber _____, pages _____ through _____, inclusive, Wayne County records, which governs the Overall Project.

Section 3.13 "Developer" means Pulte Land Company, 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 3.13 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.14 "Entranceways" shall mean the entranceways within the Project, as shown on Exhibit B.

Section 3.15 "Entranceway and Greenbelt Improvements" shall mean the Entranceways and any Entranceway monuments, boulevard medians, landscaping, irrigation systems and related improvements located at or within the Entranceways, and any perimeter landscaping and irrigation systems installed within the Greenbelt Easement Area as shown on Exhibit B.

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 "Greenbelt Areas" mean the thirty-five (35') foot Greenbelt Easement and fifteen (15') foot Landscape Easement adjacent to Six Mile Road and Ridge Road as shown on Exhibit B.

Section 3.18 "Master Association" means the association established by the Developer pursuant to the Declaration to govern the Overall Project.

Section 3.19 "Open Space Areas" means the open space areas as shown on Exhibit B, including all improvements and structures located thereon.

Section 3.20 "Open Space Maintenance Agreement" means the Open Space Maintenance Agreement entered into between Developer and the Township which has been recorded with the Wayne County Register of Deeds and which governs the maintenance of the Open Space Areas and Greenbelt Areas.

Section 3.21 "Overall Project" means the residential community established by Developer pursuant to the Declaration, known as "Arcadia Ridge," of which the Condominium is a part.

Section 3.22 "Pathways" means the eight (8') foot wide pedestrian and non-motorized vehicular pathway system which is located within the Open Space Areas and the eight (8') foot wide pathways located along Six Mile Road and Ridge Road.

Section 3.23 "PUD Agreement" means the Planned Unit Development Agreement, between Grand Sakwa Northville/Plymouth, L.L.C. and the Township, dated April 1, 2004, together with any amendments thereto.

Section 3.24 "Sidewalks" shall mean all five (5') foot wide sidewalks, installed parallel to the Roads, within the Units or within the right of way of the Roads.

Section 3.25 "Storm Water Drainage Facilities" means the surface water drainage system, storm drain lines and detention/sedimentation basins within the Project or within easements benefiting the Project, which are identified on Exhibit B to this Master Deed.

Section 3.26 "Township" means the Charter Township of Northville. Where Township approval is required pursuant to the terms of this Master Deed or any Exhibits to this Master Deed, such approval shall be granted by the Township of Northville Township Board, or such other individual or committee designated by the Township Board for such purpose.

Section 3.27 "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 3.28 "Unit or Condominium Unit" each mean a single building site unit in The Estates at Arcadia Ridge as described in Section 5.1 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 Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

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 land, if any, designated in Exhibit B as General Common Elements.

(b) **Electrical.** The electrical transmission mains and wiring throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of the Unit, together with common lighting, if any, for the Project.

(c) **Telephone.** The telephone system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(d) **Telecommunications.** The telecommunications system throughout the Project, if and when it may be installed, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(e) **Gas.** The gas distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(f) **Water.** The water distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, and all

common sprinkling system fixtures and connections as well as all common sprinkling system controls, if any, for the Common Elements.

(g) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including all lift stations, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(h) **Storm Water Drainage Facilities.** The surface water drainage system, storm drain lines and detention/sedimentation basins within the Project, which are identified on Exhibit B to this Master Deed.

(i) **Roads.** All roadways, streets and medians within the Project, except drives and parking areas located within the boundaries of the Units.

(j) **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.

(k) **Perimeter Fencing.** Walls, fencing or similar structures, if any, constructed or installed within the General or Limited Common Elements for the purpose of screening the Project from adjacent properties.

(l) **Easements.** All easements, if any, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise.

(m) **Pathways.** The portions of the Pathways which are located within the Project, depicted on Exhibit B, including all improvements thereto, which Pathway shall be restricted to pedestrian and non-motorized bicycle traffic. The Developer, during the Development and Sales Period, and the Master Association, after the Development and Sales Period, shall have the right to establish additional reasonable rules and regulations with respect to the use and maintenance of the Pathways.

(n) **Entranceways.** The Entranceways as defined in Section 3.14. The Developer, during the Development and Sales Period, and the Master Association, after the Development and Sales Period, shall have the right to establish reasonable rules and regulations with respect to the use and maintenance of the Entranceways.

(o) **Entranceway and Greenbelt Improvements.** The Entranceway and Greenbelt Improvements as defined in Section 3.15. The Developer, during the Development and Sales Period, and the Master Association, after the Development and Sales Period, shall have the right to establish reasonable rules and regulations with respect to the use and maintenance of the Entranceway Improvements.

(p) **Greenbelt Areas.** The Greenbelt Areas as defined in Section 3.17. The Developer, during the Development and Sales Period, and the Master Association, after the Development and Sales Period, shall have the right to establish reasonable rules and regulations with respect to the use and maintenance of the Greenbelt Areas.

(q) **Open Space Areas.** The Open Space Areas as defined in Section 3.19. The Developer, during the Development and Sales Period, and the Master Association, after the Development and Sales Period, shall have the right to establish reasonable rules and

regulations with respect to the use and maintenance of the Open Space Areas.

(r) **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, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by, or dedicated by Developer to, the local public authority or the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General 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.

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 one or more but not all Co-owners. The Project as currently constituted does not contain any Limited Common Elements. However, Developer and/or the Association may amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B to create Limited Common Elements within those portions of the Condominium Premises designated as General Common Elements in the Condominium Subdivision Plan.

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

(a) **Co-owner Responsibility for Units.** Developer anticipates that a separate residential dwelling (including attached garage and porches) will be constructed within each of the Units depicted on Exhibit B, together with various improvements and structures which are appurtenant to such dwelling. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installing, maintaining, decorating, repairing and replacing any dwelling and other improvements, structures or landscaping located within a Unit shall be borne by the Co-owner of such Unit. All improvements constructed or installed within a Unit shall be subject to the Architectural Controls described in the Bylaws. In connection with any amendment made by Developer pursuant to Article VI of this Master Deed, Developer may designate Limited Common Elements that are to be installed, maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

(b) **Association Responsibility for Units.** Pursuant to Section 18.3 of the Bylaws, the Association, acting through its Board of Directors, may (but has no obligation to) undertake any maintenance, repair or replacement obligation of the Co-owner of a Unit under this Master Deed and Bylaws, to the extent that the Co-owner has not performed such obligation, and the cost thereof shall be assessed against such Co-owner. The Association shall not be responsible for any damage to a Unit or the dwelling or appurtenances contained therein that occurs as a result of the Association performing the unperformed obligations of the Co-owner of the Unit.

(c) **General Common Elements.** Unless otherwise expressly provided in the Condominium Documents, the cost of maintaining, repairing and replacing all General Common Elements, which are not the responsibility of the Master Association pursuant to the terms of the Declaration, shall be borne by the Association.

(d) **Common Lighting.** Developer, the Master Association and/or the Association may, but is/are not required to, install luminating fixtures within the Condominium Project and to designate the same as common lighting as provided in Section 4.1(b) above. Some of the common lighting may be installed within the General Common Elements. The cost of electricity for common lighting shall be paid by the Association and/or the Master Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association and/or the Master Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association and/or the Master Association in its discretion. No Co-owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Association and/or the Master Association, and shall remain lit at all times determined by the Association and/or the Master Association.

(e) **Utility Services.** Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with the extension of utilities by laterals from the mains to the dwellings and other improvements located within the Units. All costs of water, electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such maintenance, repair or replacement.

(f) **Private Roads.** The private roads as shown on the Condominium Subdivision Plan will be maintained, replaced, repaired, and resurfaced as necessary by the Master Association and in accordance with Section 18.35 of the Township Ordinances, including but not limited to filling chuck holes, grading, regrading, paving, repaving, surfacing, resurfacing, cutting of weeds, maintenance of drainage ditches and street signs, and the removal of snow and ice. It is the Master 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. The Master Association may establish a reserve fund and/or other form of assessment in accordance with Declaration for the purpose of satisfying the Master Association's obligations with respect to the Condominium roadways.

(g) **Lawn and Landscaping Maintenance within Units.** The cost of maintaining, repairing or replacing individual lawns and all landscaping within a Unit shall be borne by the Co-owner of the Unit. In connection with any amendment made by Developer pursuant to Article VI or Article VII of this Master Deed, Developer may designate Limited Common Elements that are to be maintained, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

(h) **Storm Water Drainage Facilities.** The Master Association shall be responsible for maintaining, repairing and replacing the Storm Water Drainage Facilities. It shall be the applicable Unit Owner's responsibility to maintain the finish grade of such Owner's Unit in the condition established by the builder of the dwelling on such Unit.

(i) **Snow Removal From Sidewalks.** Each Co-owner shall be responsible for the removal of snow from the Sidewalks which are adjacent to such Co-owner's Unit.

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 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 and/or Master Association thereafter.

Section 4.5 Residential Use; PUD Agreement; Open Space Maintenance Agreement.

The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the Township and the requirements of other applicable governmental authorities. The Condominium is subject, to the terms of the PUD Agreement, the Open Space Maintenance Agreement and any other maintenance agreements entered into between Developer and the Township or other governmental agency.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Estates at Arcadia Ridge as surveyed by Atwell-Hicks, 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.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal and the number obtained by dividing 100 by the number of Units in the Condominium. 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 which would affect maintenance costs and value 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 Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, 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

CONTRACTION OF CONDOMINIUM

Section 6.1 Right to Contract. As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of two hundred forty-eight (248) Units on the land described in Article II. Subject to the terms of the PUD Agreement and the prior approval of the Township, Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Article II and to withdraw from the Project all or some portion of the land described in Article II. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment and approved by the Township, but in no event shall the number of Units be less than two (2). Township approval may only be manifested in writing, following a hearing before the Township Board and Planning Commission.

Section 6.2 Withdrawal of Land. In addition to the provisions of Section 6.1, Developer unconditionally reserves the right to withdraw from the Project any portion or portions of the land described in Article II provided such land is not reasonably necessary to provide access to or otherwise serve the Units and their appurtenant Limited Common Elements, if any, included in the Project, as contracted. Developer reserves the right to use the portion of the land withdrawn, in its discretion. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land previously withdrawn. Notwithstanding the foregoing, the Open Space Areas shall not be withdrawn from the Condominium without the prior consent of the Township. Township approval may only be manifested in writing, following a hearing before the Township Board and Planning Commission.

Section 6.3 Creation of Easements. In the event of any contraction under this Article VI, Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, storm sewer, water main, sanitary sewer, gas, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Article II are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

Section 6.4 Amendment of Master Deed. Any contraction in size of the Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion, and which has been approved by the Township and is consistent with the PUD Agreement. Township approval may only be manifested in writing, following a hearing before the Township Board and Planning Commission. Each such amendment to the Master Deed shall proportionately readjust the percentages of value set forth in Article V, in order to reflect the total value of 100% for the Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentages of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

Section 6.5 Redefinition of Common Elements. Any amendments to the Master Deed pursuant to Section 6.4 shall be consistent with the PUD Agreement and shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VI, provided such change is in accordance with the Declaration, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

Section 6.6 Consent of Interested Parties. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

CONSOLIDATION, AND OTHER MODIFICATION OF UNITS, AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article VII. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

Section 7.1 Modification of Units. Subject to the terms of the PUD Agreement, Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Section 10.7 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 7.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 7.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article IX of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 7.2 Consolidation or Relocation of Units. During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 9.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that 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. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 7.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

Section 7.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VII or for other purposes.

Section 7.4 Right to Construct Amenities. Subject to the terms of the PUD Agreement, Developer reserves the right to construct various amenities, including, by way of example, entranceway monuments, street signs and other signage, foot bridges, jogging or walking paths, nature trails, detention pond areas, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities shall be collectively referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association and/or Master Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

ARTICLE VIII

PLANNED UNIT DEVELOPMENT AND DECLARATION

Section 8.1 Planned Unit Development. Developer is developing the Project as a Planned Unit Development pursuant to the PUD Agreement. Accordingly, the provisions of this Master Deed, including the Bylaws, shall be subject to the provisions of the PUD Agreement. In

addition, notwithstanding anything to the contrary contained in this Master Deed, any amendments to this Master Deed that conflict with the terms of the PUD Agreement shall require the prior approval of the Township.

Section 8.2 Declaration. Developer is developing the Project as a part of the Overall Project pursuant to the Declaration. Accordingly, the provisions of this Master Deed shall be subject to the provisions of the Declaration. In addition, notwithstanding anything to the contrary contained in this Master Deed any amendments to this Master Deed which conflict with the terms of the Declaration shall require the prior approval of the Board of Directors of the Master Association.

ARTICLE IX

EASEMENTS

Section 9.1 Reciprocal Easements Established Pursuant to the Declaration. The Condominium is subject to certain reciprocal easements contained in the Declaration which provide the Co-Owners of Units within the Project and the co-owners of units within The Villas at Arcadia Ridge condominium project each a non-exclusive easement (i) to tie into and utilize the Water Lines, Sanitary Sewer Lines and Utilities located within the Overall Project, (ii) to tie into and utilize the Storm Drainage Facilities located within the Overall Project, (iii) on, over, through and across the Open Space Areas within the Overall Project for open space and passive recreational use, (iv) on, over, through and across the Pathways within the Overall Project for pedestrian and non-motorized vehicular use, and (iv) for vehicular and pedestrian access on, over, through and across the Entranceways within the Overall Project.

Section 9.2 Easement for Utilities and Storm Water Drainage Facilities. Developer reserves for itself, its successors and assigns, the Association, the Master Association and the Township perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium, including, without limitation, a perpetual easement for the installation, maintenance, repair and replacement of the Storm Water Drainage Facilities. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium, to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 9.3 Easements Retained by Developer.

(a) **Utility Easements.** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sewer, telephone, electrical, and telecommunications improvements. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 9.3(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. The Co-owners of this Condominium may be responsible from time

to time for the payment of a proportionate share of said expenses, (to the extent said expenses are not paid by a governmental agency or public utility) which shall be determined by Developer in its reasonable discretion.

(b) **Additional Easements.** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, nature trails, water mains, sanitary sewers, storm drains, retention basins, water wells serving Common Elements, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 9.4 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 9.5 Easements for Maintenance, Repair and Replacement. Developer, the Association, the Master Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 9.6 Telecommunications Agreements. The Developer, during the Development and Sales Period, and the Association, acting through its duly constituted Board of Directors, thereafter, 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 to the Project or any Unit therein. Notwithstanding the foregoing, in

no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act 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 any telecommunications related equipment or improvements 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 9.7 Association Assumption of Obligations. The Association and/or Master Association, as applicable, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 9.8 Termination of Easements. Developer reserves the right, during the Construction and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

Section 9.9 School Bus and Emergency Vehicle Access Easement. Developer reserves for the benefit of the Township, any private or public school system, and any emergency service agency, an easement over all roads in the Condominium for use by the Township, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

ARTICLE X

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 10.1 Co-owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material 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 10.2 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Construction and Sales Period, and 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 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 10.3 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 or Article VII of this Master Deed.

Section 10.4 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, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each mortgage shall have one (1) vote for each Unit subject to a mortgage.

Section 10.5 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.

Section 10.6 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 10.7 Township Approval. The Condominium shall be developed in accordance PUD Agreement and the Declaration. Accordingly, notwithstanding anything to the contrary contained in this Master Deed, any amendment to this Master Deed that would be inconsistent with the provisions of the PUD Agreement, the Open Space Maintenance Agreement, the Declaration or the approved final site plan for the Condominium shall require the prior approval of the Township. Township approval may only be manifested in writing, following a hearing before the Township Board and Planning Commission.

ARTICLE XI

DEVELOPER'S RIGHT TO USE FACILITIES

Developer, its successors and assigns, agents and employees may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

ARTICLE XII


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 Wayne County Register of Deeds.

Pulte Land Company, LLC,
a Michigan limited liability company

Dated: 6/6/05

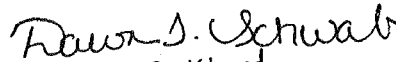
By:


Steve Atchinson

STATE OF MICHIGAN)

COUNTY OF Oakland)ss

The foregoing instrument was acknowledged before me this 6th day of June, 2005, by Steve Atchinson, the Member of Pulte Land Company, LLC, a Michigan limited liability company.


Notary Public, Oakland County, MI
My Commission Expires: 01/05/06

DRAFTED BY WHEN RECORDED RETURN TO:

Jeffrey C. Urban, Esq.
Seyburn, Kahn, Ginn, Bess & Serfin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075-1195
(248) 353-7620

DAWN T. SCHWAB
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Jan 5, 2006