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 \$244.00 DEED - COMBINED
 \$4.00 REMONUMENTATION
 11/16/2005 03:02:45 P.M. RECEIPT# 129213
 PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

OAKLAND COUNTY TREASURERS CERTIFICATE
 HEREBY CERTIFY that there are no TAX LIENS or TITLES
 filed by the state or any individual against the within description
 of 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.

120.80 PATRICK M. DOHANY

11-16-05 PATRICK M. DOHANY, County Treasurer
 Sec. 135, Act 208, 1893 as amended

MASTER DEED

Copperwood Condominium

025773

THIS MASTER DEED is made and executed on this 27 day of September, 2005, by David V. Johnson, a married man, whose address is 2601 Cambridge Ct., Ste. 301, Auburn Hills, MI 48326, and Copperwood RD, L.L.C., a Michigan limited liability company, the address of which is 2601 Cambridge Ct., Ste. 301, Auburn Hills, MI 48326 (hereinafter collectively referred to as "Developer"), in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit "A" and together with 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 Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Copperwood Condominium as a Condominium Project under the Act and does declare that Copperwood Condominium (hereinafter referred to as the "Condominium," "Project," or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Copperwood Condominium, Oakland County Condominium Subdivision Plan No. 1808. The Project consists of 104 site Condominium Units. The Condominium Project is established in accordance with the Act.

O.K. - LG

O.K. - RC

The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each Unit is designed to contain a residential structure and other improvements for residential purposes and each Unit is capable of individual utilization. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project.

ARTICLE II LEGAL DESCRIPTION

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

(Tax Id. _____)

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION, THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 89°40'21" WEST 110.08 FEET, THENCE SOUTH 00°20'10" WEST 829.99 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89°39'17" EAST 1190.28 FEET, THENCE DUE NORTH 278.75 FEET; THENCE DUE EAST 256.11 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE, SOUTH 00°27'40" WEST 2129.38 FEET TO THE EAST/WEST 1/4 LINE OF SAID SECTION; THENCE ALONG SAID 1/4 LINE, NORTH 89°24'00" WEST 1329.85 FEET TO THE CENTER OF SECTION AS MONUMENTED; THENCE ALONG SAID 1/4 LINE, NORTH 89°44'22" WEST 673.25 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE ALONG SAID WEST LINE NORTH 00°37'12" EAST 1837.68 FEET; THENCE NORTH 89°40'17" EAST 553.90 FEET TO THE POINT OF BEGINNING. CONTAINING 86.3423 ACRES.

ALSO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES, AND LANDSCAPE, DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 25, THENCE ALONG THE NORTH SECTION LINE, ALSO BEING THE CENTER LINE OF TEN MILE ROAD (66 FEET WIDE), SOUTH 88°49'28" EAST 1176.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH SECTION LINE, SOUTH 88°49'28" EAST 159.87 FEET; THENCE SOUTH 00°27'40" WEST 531.64 FEET; THENCE DUE WEST 208.13 FEET; THENCE NORTH 08°17'04" EAST 354.30 FEET; THENCE NORTH 00°28'22" EAST 184.30 FEET TO THE POINT OF BEGINNING. CONTAINING 2.1515 ACRES.

ALSO, AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND LANDSCAPE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID

SECTION 25, THENCE ALONG THE NORTH SECTION LINE, ALSO BEING THE CENTERLINE OF TEN MILE ROAD (66 FEET WIDE), SOUTH 88°49'28" EAST 293.02 FEET; THENCE SOUTH 02°36'12" WEST 827.68 FEET; THENCE NORTH 89°39'17" WEST 370.32 FEET, THENCE NORTH 00°20'10" EAST 829.99 FEET, THENCE ALONG THE NORTH SECTION AND THE CENTERLINE OF TEN MILE ROAD (66 FEET WIDE), NORTH 89°40'21" EAST 110.08 FEET TO THE POINT OF BEGINNING. CONTAINING 7.3651 ACRES.

ALSO AN EASEMENT FOR STORM SEWER DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 25, T.1N., R.7E., LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, THENCE ALONG THE NORTH SECTION LINE, S88°49'28"E 1335.98 FEET; THENCE S00°27'40"W 531.64 FEET; THENCE DUE WEST 21.85 FEET TO THE POINT OF BEGINNING; THENCE DUE WEST 6.98 FEET; THENCE N30°44'13"W 184.06 FEET; THENCE N73°22'19"W 26.52 FEET; THENCE N55°40'09"W 245.87 FEET; THENCE N34°21'37"E 94.90 FEET; THENCE S55°38'23"E 12.00 FEET, THENCE S34°21'37"W 82.90 FEET; THENCE S55°40'09"E 231.99 FEET; THENCE S73°22'19"E 28.37 FEET; THENCE S16°37'41"W 7.26 FEET; THENCE S30°44'13"E 188.10 FEET TO THE POINT OF BEGINNING.

ALSO AN EASEMENT FOR STORM SEWER DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 25, THENCE ALONG THE NORTH SECTION LINE, S88°49'28"E 539.47 FEET; THENCE S01°10'32"W 33.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD (66 FEET WIDE), S88°49'28"E 12.26 FEET; THENCE S10°44'11"E 35.71 FEET, THENCE S88°15'52"E 335.12 FEET; THENCE S68°52'38"E 176.04 FEET; THENCE S21°07'22"W 12.00 FEET; THENCE N68°52'38"W 173.99 FEET, THENCE N88°15'52"W 342.70 FEET; THENCE N10°44'11"W 47.87 FEET TO THE POINT OF BEGINNING.

ALSO AN EASEMENT FOR STORM DETENTION DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 25, THENCE ALONG THE NORTH SECTION LINE, S88°49'28"E 981.68 FEET; THENCE S01°10'32"W 60.00 FEET TO THE POINT OF BEGINNING; THENCE S88°49'28"E 195.18 FEET; THENCE S00°28'22"W 124.28 FEET; THENCE S08°17'04"W 56.15 FEET; THENCE N88°49'28"W 189.76 FEET; THENCE N01°10'32"E 180.00 FEET TO THE POINT OF BEGINNING.

subject to and together with all easements, reservations, exceptions, conditions and restrictions contained in prior conveyances of record or otherwise.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations of the The Condominium Association of Copperwood, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Copperwood Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means The Condominium Association of Copperwood, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage, and maintain the Condominium.

Section 3. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of The Condominium Association of Copperwood, a Michigan non-profit corporation organized to administer, operate, manage, and maintain the Condominium.

Section 4. Condominium Bylaws or Bylaws. "Condominium Bylaws" or "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and 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 provided for under the Michigan Nonprofit Corporation Act.

Section 5. Common Elements. "Common Elements," where used without modification, means both the General Common Elements and the Limited Common Elements described in Article IV hereof.

Section 6. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" hereto, and the Articles of Incorporation, Bylaws, and Rules and Regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 7. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Copperwood Condominium as described above.

Section 8. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" means Copperwood Condominium, as a Condominium Project established in conformity with the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

Section 10. Conservation Easement Areas. "Conservation Easement Areas" means those areas that are preserved and maintained in accordance with the Michigan Department of Environmental Quality Permit # 04-63-0263-P ("MDEQ Permit").

Section 11. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed and shall describe Copperwood Condominium as a completed Condominium Project and shall reflect the entire land area added to or subtracted from the Condominium Project from time to time, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event that there is no need to modify the terms of the Master Deed or Bylaws or if the only changes required are revisions to the Condominium Subdivision Plan, then there shall be no need to re-record the Master Deed and Bylaws, but any such revisions may be reflected by the recording of an amendment for the purposes of evidencing the locations of Units, Common Elements and utilities as actually built.

Section 12. Co-owner or Owner. "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

Section 13. Developer. "Developer" means collectively David V. Johnson, a married man, and Copperwood RD, L.L.C., a Michigan limited liability company, both of which have 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. The word "successor" as used in this Section shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 14. Development and Sales Period. The "Development and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer hereunder, shall be deemed to commence on the date that this Master Deed is recorded with the Oakland County Register of Deeds and continuing as long as the Developer continues to own any Unit in the Project.

Section 15. First Annual Meeting "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 that properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units are sold, whichever first occurs.

Section 16. General Common Elements. "General Common Elements" means the Common Elements other than the Limited Common Elements.

Section 17. Open Space. "Open Space" means those areas that are preserved in perpetuity and which shall be maintained as greenbelts, parks, passive open space and private common areas all as identified on the PD Agreement (as hereinafter defined).

Section 18. Planned Development Agreement. "Planned Development Agreement" or "PD Agreement" means the Planned Development Agreement Copperwood Planned Development dated May 10, 2005 executed by and among David V. Johnson, Copperwood RD, L.L.C., a Michigan limited liability company and the Charter Township of Lyon and recorded May 10, 2005, in Liber 35476, Page(s) 418 – 612 Oakland County Records, as may be amended from time to time

Section 19. Point of Lateral Connection. "Point of lateral connection" means the point where the underground lead taps into the main.

Section 20. Transitional Control Date. "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 that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Section 21. Township. Township means the Charter Township of Lyon, Oakland County, Michigan.

Section 22. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Copperwood Condominium, as such space may be described in Article V, Section 1 hereof and on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as defined in 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. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant Limited Common Elements, if any.

Section 23. Gender. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be

appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

Section 24. Miscellaneous Other terms that may be utilized in the Condominium Documents and that are not defined hereinabove shall have the meanings as provided in the Act.

ARTICLE IV COMMON ELEMENTS

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

Section 1. General Common Elements. The General Common Elements are:

(a) **Land.** The land described in Article II hereof not identified as Units or Limited Common Elements.

(b) **Roads.** All internal roads and drives designated on the Condominium Subdivision Plan. Further, the land contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the public in such public road, if any.

(c) **Easements.** All easements, if any, which benefit the Condominium Project as a whole

(d) **Sidewalks.** The sidewalks located throughout the Project which benefit the Condominium Project as a whole.

(e) **Monuments and Signs.** The entryway monuments and signs wherever located throughout the Project.

(f) **Electrical.** The electrical transmission mains located throughout the Project up to the point of lateral connection for Unit service.

(g) **Telephone.** The telephone system located throughout the Project up to the point of lateral connection for Unit service.

(h) **Gas.** The gas distribution system located throughout the Project up to the point of lateral connection for Unit service.

(i) **Telecommunications.** The telecommunications system located throughout the Project, if and when any may be installed, up to the point of lateral connection for Unit service.

(j) **Storm Sewer System.** The storm sewer system located throughout the Project and all equipment related thereto, except to the extent set forth in Section 4 of this Article.

(k) **Sanitary Sewer.** The sanitary sewer system located throughout the Project up to the point of lateral connection for Unit Service, except to the extent set forth in Section 4 of this Article.

(l) **Water Distribution System.** The water distribution system throughout the Project up to the point of lateral connection for Unit service, and the sprinkling/irrigation system, its fixtures, connections, and controls located on the General Common Element areas to the extent any are installed.

(m) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project.

(n) **Natural Path Trail System.** The Natural Path Trail System located throughout the Project which benefit the Condominium Project as a whole.

(p) **Parks.** Parks A through G located throughout the Project as more specifically identified on the attached Exhibit "B".

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) **Utility Lateral.** Utility laterals from the connection to the mains are limited to the Unit served thereby.

(b) **Mailboxes** Mailboxes are limited to the Unit to which they are assigned.

(c) **Driveways.** The driveway serving each Unit to the extent not contained with the Unit it serves or on its Limited Common Elements.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair, removal, and replacement of the Common Elements and other improvements are as follows:

(a) **Co-owner Responsibilities.**

(i) Units and Dwellings. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit "B" hereto. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair, removal, and replacement of each Unit, Limited Common Elements, any dwelling and other related structures constructed within the Unit, shall be borne by the Co-owner of the Unit which is served thereby: provided, however, that the exterior appearance of the dwellings, to the extent visible from any other dwelling or Common Element in the Project, shall be subject to reasonable aesthetic and maintenance standards in the Copperwood Condominium Bylaws attached hereto at Exhibit "A" and as prescribed by the Association in duly adopted rules and regulations and as established by the Charter Township of Lyon. Failure of any Co-owner to adhere to such maintenance and aesthetic standards shall entitle the Association to enter upon such Co-owner's Unit and to perform the necessary maintenance, decoration, repair, removal, or replacement in accordance with the provisions of Article VII, Section 6 of this Master Deed.

(ii) Utility Services. All costs of installation and operation of lateral lines for water, sewer, electricity and natural gas and any other utility services and all costs of service to the Unit shall be borne by the Co-owner of the Unit to which such services are furnished.

(b) Association Responsibilities for General Common Elements. The costs of maintenance, repair, and replacement, if any, of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. If applicable, the roads shall comply with the requirements specified in the Township's Ordinance to Regulate Private Roads in effect as of the date first written above. All expenses of maintenance, repair, replacement, and resurfacing of any road referred to in this Section shall be shared by the Co-owners of the Project. The Association shall be responsible for all steward fees and other costs, if any, that may become due and owing to the Oakland Land Conservancy resulting from the dedication, by easement, of certain portions of the Conservation Areas to the Oakland Land Conservancy.

(c) Association Responsibility for Units and Dwellings. The Association shall not be responsible for performing any regularly recurring maintenance, repair, or replacement with respect to any dwelling or other related structures located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonable uniform, periodic exterior maintenance functions with respect to dwellings and other related structures constructed within any Unit boundaries, as it may deem appropriate (including, without limitation, snow removal (private walkways and

sidewalks), leaf raking and removal, household trash removal, tree trimming and exterior painting). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment, and any telecommunication systems, 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, and any telecommunications, 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. The extent of the Developer's responsibility will be to see to it that telephone, water, electric, and natural gas mains are existing or installed within reasonable proximity to, but not necessarily within, the Units.

Section 5. Use of Units and Common Elements. No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements. No Limited Common Element, if created, may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to whose Unit the same is appurtenant.

ARTICLE V UNIT DESCRIPTIONS, PERCENTAGES OF VALUE AND CO-OWNER RESPONSIBILITIES

Section 1. Description of Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan of Copperwood Condominium as prepared by JJR, 110 Miller, Ann Arbor, Michigan 48104, and attached hereto as Exhibit "B." Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each of the Units is equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of the Units in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds

and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

ARTICLE VI CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Section 1. Relocation of Unit Boundaries Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified, and the boundaries relocated, in accordance with Section 48 of the Act, any applicable local ordinances and regulations, and this Article. Subject to the approval of the Charter Township of Lyon, Developer reserves the sole right during the Development and Sales Period, and without the consent of any other Co-owner or any mortgagee of any Unit, to do the following: realign or alter any Unit that it owns or any Unit(s) for which the Co-owners have given consent, consolidate under single ownership two or more Units that are located adjacent to one another, and relocate any boundaries between adjoining Units. Such realignment of Units, consolidation of Units, and relocation of boundaries 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 Developer, its successors or assigns.

Section 2. Redefinition of Common Elements Such amendments to the Master Deed shall contain such definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe the Condominium Project. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 3. Consolidating Master Deed A Consolidating Master Deed showing the Condominium as built shall be recorded pursuant to the Act after completion of construction in order to consolidate all phases or amendments of the Project, if any, as determined by the Developer. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 4. Consent of Interested Persons 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 proposed by the Developer to effectuate the purposes of this Article and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of 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 EASEMENTS AND RESTRICTIONS

Section 1. Easement for Maintenance of Encroachments. In the event of any encroachments due to shifting, settling or moving of a Unit 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. This section shall not allow or permit any encroachment upon, or an easement for an encroachment upon, Units described in this Master Deed being comprised of land and/or airspace above and/or below said land, without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement.

Section 2. Easement for Utilities. There shall be easements to, through and over all portions of the land in the Condominium, including all areas lying within Unit boundaries, for installation and for the continuing existence, maintenance, repair, removal, replacement, and enlargement of or tapping into all utilities in the Condominium. There shall also exist such other specific utility easements as are depicted in the Condominium Subdivision Plan.

Section 3. Rights Retained by Developer.

(a) Utility Easements. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium and all Units and Common Elements therein to appropriate governmental agencies, public utility companies, and Co-owners or owners of property in proximity to the Condominium 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, 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 grant of easements or transfers of title.

(b) Roadway Easements. The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, an easement for the unrestricted use of all roads

and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article II.

(c) Dedication. Developer intends to, and by recordation of this Master Deed reserves the right and power to, dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-Owners and mortgagees, shall be deemed irrevocably to have appointed Developer, its successors as agent and attorney-in-fact to make such dedication and to act in behalf of all Co-owners and their mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for Residences in 100% of Units in the Condominium, the foregoing rights and powers may be exercised by the Association.

(d) Development and Sales Period. The Developer reserves the right at any time during the Development and Sales Period to maintain reasonable facilities, including but not limited to sales offices, business offices, construction offices, model units, storage areas, and parking facilities to facilitate the development and sale of the Project. The Developer further reserves an access easement for ingress and egress over, across, and through the Project as may be necessary to enable the development and sale of the entire Project. During the Development and Sales Period, Developer shall not use "lead-in" advertising on public or private property within the Township, other than the Condominium Premises, to advertise the sale of the Units

Section 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 reasonable easements, licenses, rights-of-entry, and rights-of-way over, under and across the Condominium Premises for utility purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied without the consent of each person benefited or burdened thereby.

Section 5. Easements for Maintenance, Repair, and Replacement. The Developer, the Association, the Michigan Department of Environmental Quality, Charter Township of Lyon, all public or private utility agencies or companies, and if the roads become dedicated to the public, the Road Commission for Oakland County are hereby granted such access, ingress and egress easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement, removal, or upkeep which they or any of them are required or permitted to perform under the

Condominium Documents, the Planned Development Agreement, including but not limited to Paragraph 12.b. as amended, or by law, (including but not limited to the capping of wells, and the maintenance, repair, replacement, or removal of roads, water systems, storm water detention areas, storm water filtration facilities and public utilities) or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder shall not entitle any person other than the Co-owner thereof to gain entrance to the interior of any dwelling or other related structures located within a Unit. The area of the Condominium Premises that contains any part of the roads, storm water detention areas, and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended, or terminated without the consent of the Charter Township of Lyon.

Section 6. Maintenance, Repair, Removal, and Replacement of Structures.

While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair, removal, replacement of, and decoration of the dwelling and all other appurtenances and improvements constructed or otherwise located within his or her Unit (including the capping of wells as may be required under Paragraph 12.b of the Planned Development Agreement, as amended), it is nevertheless a matter of concern that a Co-owner may fail to maintain the exterior of his or her dwelling or structures appurtenant thereto in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Planned Development Agreement, as amended, the Bylaws or any rules and regulations of the Association, to properly and adequately maintain, decorate, repair, remove, replace, landscape or otherwise keep his or her Unit, the dwelling thereon or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair, remove, or replace the dwelling or other structures within the Unit, its appurtenances or any of its Limited Common Elements, and any landscaping (including the capping of wells), all at the expense of the Co-owner of the Unit; provided, however, that the easements granted hereunder shall not entitle any person other than the Co-owner thereof to gain entrance to the interior of any dwelling or other related structures located within a Unit. Neither the Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. 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 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 or her regular assessment next falling due; further, the lien for non-payment 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.

Section 7. Utility Easements and Locations of Utility Installations. Various utility installations exist within the Units and are depicted on the Condominium Subdivision Plan. Perpetual easements exist and are hereby created in this Master Deed and otherwise in favor of all Units and the Co-owners thereof for the continued existence, maintenance, repair, and replacement of such utilities, whether located above or below ground. Also, other utility mains (including, without limitation, natural gas, electric and telephone conduits) may be installed by or at the instance of Developer across all Units to serve some or all other Units in the Condominium. Developer reserves the right to create all such easements and to install or cause to be installed any and all utilities within and across all Units in such locations as Developer may elect, in Developer's sole and absolute discretion and, further, to tap into, extend and enlarge such utilities as may be necessary, in Developer's judgment.

Section 8. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 9. Emergency Access Easement. There shall exist for the benefit of all Co-owners, their guests and invitees, the Charter Township of Lyon, and any and all emergency vehicles, an ingress and egress easement over the roads in the Condominium as depicted on the Condominium Subdivision Plan. This easement shall not obligate the

Township or the County to any maintenance or repair obligations with respect to the private roads within the Condominium.

Section 10. Open Areas Conservation Easement and Dedication.

(a) The Condominium contains certain mitigated wetlands, uplands and wetland areas worthy of preservation in their natural and undeveloped conditions, which the Developer has caused to be preserved permanently in their natural and undeveloped conditions by means of that certain Agreement for Conservation Easement, dated April 21, 2005, and recorded May 4, 2005, in Liber 35443, pages 77-88 Oakland County Records ("Conservation Easement") over the mitigated wetland, uplands and wetlands, as shown on the Condominium Subdivision Plan, the Planned Development Agreement, and in accordance with the requirements of the MDEQ Permit and as more specifically identified in the Conservation Easement.

(b) The Conservation Easement Areas shall be preserved without interference, improvement, excavation, fill or other work which would in any way alter any portion of said open space or conservation area from their natural state without the prior written consent of the MDEQ and the Township. The Association shall be responsible for all stewardship fees associated with the Conservation Easement. Further, no rubbish, debris, trash, chemicals, fertilizers, petroleum distillates, or other substances of any kind shall be placed on or in the open space and Conservation Easement Areas. The conservation easements established shall run with the land in perpetuity. If at any time the conservation easement granted to the Oakland Land Conservancy ("Conservancy") is rendered invalid or dissolved, or is not granted to the Conservancy, the subject property of such easement shall be conveyed to the MDEQ pursuant to a similar form of easement.

(c) Common open space and natural path trails shall be maintained by the Association for the benefit and use of pedestrians. The paths within the conservation-preservation easements may require permits under Part 303, Wetlands Protection of the Natural Resources and Environmental Protection Act 451, PA 1994, as amended, and in such event, the Association shall be responsible for acquiring said permits, as well as paying all associated costs, fees and expenses.

(d) The Conservation Easement Areas must be preserved pursuant to the requirements of the MDEQ permit (Exhibit G to the Planned Development Agreement) and the Conservation Easement (Exhibit H to the Planned Development Agreement), with the demarcation of the MEDQ permit and Conservation Easement boundaries by the placement of signage every 100 feet along the entire easement boundary. The signage shall be made of suitable material to withstand the Michigan climate and shall be replaced when needed. The signage must include the following language:

"WETLANDS CONSERVATION EASEMENT: NO MOWING, CUTTING, CONSTRUCTION, FILLING, OR DREDGING ALLOWED. QUESTIONS SHOULD BE DIRECTED TO THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, LAND AND WATER DIVISION."

Section 11. Water Supply System Easement. That portion of the Condominium as identified in the attached Exhibit "B" shall be subject to a perpetual and permanent easement in favor of the Charter Township of Lyon (referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through that portion of Copperwood Condominium depicted as being subject to said easements in the attached Exhibit "B", which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

1. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, water supply system, or related appurtenances, in any size, form, shape or capacity;
2. The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;
3. No Co-owner in the condominium complex shall build or convey to others any permission to build any permanent structures on the said easements.
4. No Co-owner in the condominium complex shall build or place on the area covered by the easement any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely effect the rights of grantee under said easements;
5. The grantee and its agents, contractors and designated representatives are hereby granted such permanent easements for access, ingress and egress and operation, maintenance and construction in, over, under, across and through all private road right-of-ways located within the Condominium Premises, and is further granted the right of entry on, and to gain access to the easement property, as may be necessary to fulfill any responsibilities of operation, maintenance, construction and repair of the water supply system as well as to respond to any emergency which may arise in connection with the water supply system.

All owners in the condominium complex release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a water supply system or otherwise rising from or incident

to the exercise by grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages. The rights granted to the Charter Township of Lyon and its successors and assigns, under this Section 11 of this Master Deed may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

ARTICLE VIII AMENDMENT

This Master Deed, Bylaws, and the Condominium Subdivision Plan may be amended with the consent of 2/3-majority vote of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the written consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair, or replacement thereof be modified in any material way without such consent, except as otherwise expressly provided in the Master Deed or in the Bylaws.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 2/3 majority vote of all first mortgagees of record allocating one vote for each mortgage held. Mortgagees need not appear at any meeting of Co-owners except that their approval shall be solicited through written ballots. To the extent that a vote of mortgagees of Units are required for the amendment of the Condominium Documents, the procedure described in Section 90a of the Act, MCL 559.190a shall be followed.

Section 3. By Developer. Prior to one year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed, the Bylaws, 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" as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. Except as otherwise provided in this Master Deed, 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 or her first mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent.

Section 5. Termination, Vacation, Revocation, or Abandonment. The Condominium Project may not be terminated, vacated, revoked, or abandoned without the written consent of 80% of non-Developer Co-owners and mortgagees and, during the Development and Sales Period, the Developer.

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

Section 7. Amendments for Secondary Market Purposes. The Developer or Association may amend the Master Deed or Bylaws to facilitate 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, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

Section 8. Expiration of Rights. Notwithstanding anything herein to the contrary, if the Developer has not completed the development and construction of the Condominium Units (exclusive of residential structures) in the entire Project, including proposed improvements whether identified as "Must be Built" or "Need not be Built," during a period ending 10 years from the date of commencement or construction by the Developer of the Project, the Developer, its successors, or assigns have the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Co-owners, mortgagees or Units in the Project, or any other party having an interest in the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Condominium before the expiration of the time periods, such lands shall remain part of the Condominium as General Common Elements and all rights to construct Units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association of Co-owners may bring an action to require revisions to the Percentages of Value.

Section 9. Approval by Township. Notwithstanding any of the sections in this Article VIII, any amendment to the Master Deed or Condominium Subdivision Plan shall not be effective until and unless approved by the Township.

**ARTICLE IX
PLANNED DEVELOPMENT AGREEMENT**

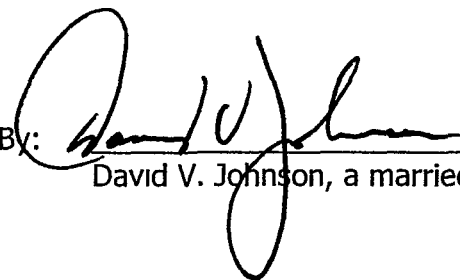
If and to the extent any provision of the Planned Development Agreement conflicts with any provision of this Master Deed or the By-Laws, the provision of the Planned Development Agreement shall control. The Association and all Co-owners are subject to the terms, conditions and obligations as set forth in the Planned Development Agreement, including but not limited to the requirement to cap and seal wells pursuant to that certain First Amendment to Planned Development Agreement

- Pursuant to the Planned Development Agreement, Developer hereby discloses that the Condominium and Units located therein may be located in the vicinity of a farm or farm operation. Generally accepted agricultural and management practices may be utilized by the farm or farm operation and may generate usual and ordinary noise, dust, odors and other associated condition, and these practices are protected by the Michigan Right to Farm Act. The seller of any Unit is not required to disclose whether a farm or farm operation is actually located in the vicinity of the Condominium or the Units therein, or whether generally accepted agricultural and management practices are being utilized.

**ARTICLE X
ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use, proposed action, or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

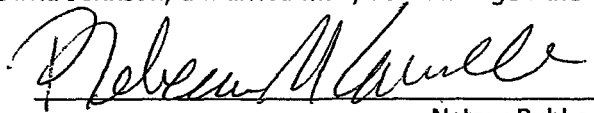
[SIGNATURE ON ATTACHED PAGE]

By: 
David V. Johnson, a married man

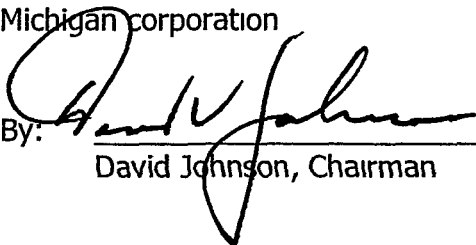
STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 27 day of September, 2005, David Johnson, a married man, acknowledged the foregoing Master Deed before me

REBECCA M. CARROLL
Notary Public, Macomb County, MI
Acting in Oakland Co., MI
My Commission Expires 09/22/2007


_____, Notary Public
State of Michigan, County of _____
My commission expires _____
Acting in the County of _____

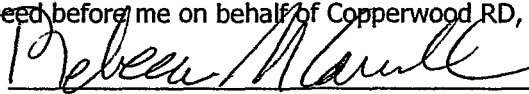
Copperwood RD, L.L.C., a Michigan limited liability company, by its manager Victor International Corporation, a Michigan corporation

By: 
David Johnson, Chairman

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 27 day of September, 2005, David Johnson, Chairman of Victor International Corporation, a Michigan corporation, manager of Copperwood RD, L.L.C., a Michigan limited liability company, acknowledged the foregoing Master Deed before me on behalf of Copperwood RD, L.L.C.

REBECCA M. CARROLL
Notary Public, Macomb County, MI
Acting in Oakland Co., MI
My Commission Expires 09/22/2007


_____, Notary Public
State of Michigan, County of _____
My commission expires: _____
Acting in the County of _____

Master Deed drafted by:

Ronald S. Melamed, Esq.
Evans and Luptak, P.L.C.
7457 Franklin Road, Suite 250
Bloomfield Hills, Michigan 48304
(248) 406-5100

When recorded, return to:

Larry Kilgore, Esq.
7125 Orchard Lake Road, Suite #200
W. Bloomfield, MI 48322
(248) 865-1600