

MASTER DEED  
OF  
RAVINES OF ROLLING RIDGE

A SINGLE FAMILY RESIDENTIAL CONDOMINIUM  
LIVINGSTON COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. \_\_\_\_\_

This Master Deed is made and executed this \_\_\_\_\_ day of October, 2001, by SELECTIVE - DELAWARE, L.L.C., a Delaware limited liability company (hereinafter referred to as the "Developer"), whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334.

WITNESSETH:

WHEREAS, Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.)

NOW, THEREFORE, upon the recording hereof, Developer establishes Ravines of Rolling Ridge as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I  
TITLE AND NATURE

The Condominium shall be known as Ravines of Rolling Ridge, Livingston County Condominium Subdivision Plan No. \_\_\_\_\_. Architectural plans and specifications for the Residences of the Condominium will be filed with the Township of Genoa if and to the extent such filings are required by the Township. The number, boundaries, dimensions and volume

of each Unit in the Condominium are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit is capable of individual use, having its own access to a Common Element of the Condominium or directly to a public road. Each Co-owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated in the Master Deed. Co-owners shall have voting rights in the Ravines of Rolling Ridge Association as set forth herein and in the By-Laws and Articles of Incorporation of such Association.

## ARTICLE II LEGAL DESCRIPTION

---

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

Part of the Northwest fractional  $\frac{1}{4}$  of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North  $\frac{1}{4}$  corner of said Section; thence along the North-South  $\frac{1}{4}$  line of Section 5, S 02°10'44" W (previously recorded as S 00°11'00" E), 990.40 feet to the Point of Beginning of the Parcel to be described; thence continuing along said North-South  $\frac{1}{4}$  line S 02°10'44" W, 967.98 feet; thence N 88°44'39" W, 1147.21 feet (previously recorded as S 89°01'00" W, 1145.07 feet); thence along the centerline of an Easement for Ingress and Egress as recorded in Liber 595, Page 595, Livingston County Records S 02°04'43" W (previously recorded as S 00°11'00" E), 528.61 feet; thence continuing along said Easement centerline S 19°19'37" W (previously recorded as S 17°04'00" W), 5.78 feet; thence N 87°55'17" W, 146.29 feet; thence S 02°04'43" W, 179.91 feet; thence Southwesterly along an arc right, having a length of 253.69 feet, a radius of 533.00 feet, a central angle of 27°16'17", and a long chord which bears S 15°42'52" W, 251.31 feet; thence S 29°21'00" W, 41.83 feet; thence S 60°39'00" E, 84.99 feet; thence along the East-West  $\frac{1}{4}$  line of said Section, N 88°35'24" W (previously recorded as S 89°01'00" W), 106.71 feet to the intersection of said East-West  $\frac{1}{4}$  line with the centerline of Grand River Avenue; thence along said centerline N 60°39'00" W, 103.71 feet; thence N 16°55'53" E, 367.96 feet; thence N 73°04'07" W, 126.96 feet; thence N 16°55'53" E (previously recorded as N 13°05'43" E), 263.46 feet; thence N 02°04'43" E, 110.00 feet; thence N 86°18'18" W, 221.42 feet; thence N 60°12'44" W (previously recorded as N 64°03'15" W), 100.00 feet; thence N 60°14'12" W, 500.17 feet (previously recorded as N 62°23'00" W, 500.00 feet); thence N 02°20'19" E (previously recorded as North), 1324.53 feet to a point later referred to as Traverse Point "A", said point lying S 02°20'19" W, 227 feet, more or less, of the Southerly water's edge of Earl Lake; thence continuing from said Traverse Point "A", N 02°20'19" E, 363.33 feet; thence S 86°50'24" E, 1106.02 feet to Traverse Point "B", said point lying S 86°50'24" E, 890 feet, more or less, of the Easterly water's edge of Earl Lake, said point also being the end of a meandering Traverse Line which lies N 74°53'45" E, 1159.21 feet from Traverse Point "A"; thence continuing from Traverse Point "B", S 86°50'24" E, 100.00 feet; thence S 02°10'44" W (previously recorded as S 00°11'00" E), 728.40 feet; thence S 87°48'00" E (previously

recorded as S 89°29'00" E), 1000.00 feet to the Point of Beginning; Containing 78.17 acres, more or less, and subject to the rights of the public over the existing Grand River Avenue. Also subject to and including easements and restrictions of record, including a 66-foot wide easement for ingress and egress as recorded in Liber 595, Page 595, Livingston County Records, and the other easements, restrictions, exceptions and agreements described in Article VII below.

All of Tax Parcel No. 11-05-100-035 and part of Tax Parcel No. 11-05-100-036.

Excluded from the land included in the Condominium and the Units therein is all right, title and interest in (a) all of the mineral estate, including all oil, gas and other hydrocarbons, and (b) all of the subsurface strata, formations and horizons more than fifty (50') feet below the surface of the land to the top of the precambrian formation in and underlying the parcel of land described in this Article II, all of said right, title and interest being reserved to Developer's predecessor in title, Ravines of Rolling Ridge, L.L.C. The mineral estate and right, title and interest to the subsurface excluded from the Condominium (the "Excluded Subsurface Rights") are limited to the extent that neither Ravines of Rolling Ridge, L.L.C. nor any successor or assign of that entity with respect to the Excluded Subsurface Rights shall have any right to use any part of the surface of the land described in this Article II to a depth of fifty feet to exploit, make use of, or otherwise exercise any of the Excluded Subsurface Rights.

### ARTICLE III DEFINITIONS

---

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and By-Laws of Ravines of Rolling Ridge Association are defined as follows:

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

(b) "Association" means Ravines of Rolling Ridge Association, the Michigan nonprofit corporation, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

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

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

(e) "Common Facilities" means the facilities described in Article XII of this Master Deed that may be built for the common use and enjoyment of the Co-owners and the owners or other properties included in the "Ravines of Rolling Ridge Planned Unit Development"

described below, including the residences constructed within the condominium project located south and east of the Condominium and known as "Landings of Rolling Ridge Condominium".

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

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

(h) "Condominium Site", "Condominium Unit", "Site" or "Unit" means the volume of space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto and all structures and improvements within such space.

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

(j) "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. Developer is a Co-owner as long as Developer owns one or more Units. In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer shall retain the rights and obligations of a Co-owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000.

(k) "Developer" means Selective - Delaware, L.L.C., a Delaware limited liability company, and its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance or other documentation expressly so states.

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

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

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

(o) "Limited Common Element Yard Area" means the area immediately surrounding a Unit as designated on the Condominium Subdivision Plan, which is limited in use to the Unit which it immediately surrounds.

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

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

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

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

(t) "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Building Envelope on a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

(u) "Structure" means any residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in ground swimming pool, or any other improvement of a permanent or substantial nature constructed within the perimeter of a Unit.

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

#### ARTICLE IV COMMON ELEMENTS

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

(a) The General Common Elements are:

(1) The land (excluding any part thereof included in the Units described in Article VI below and on the Plan) and beneficial easements, if any, described in Article VII hereof, including any walking trails, sidewalks located within the road right-of-way, and

landscaped and open areas, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements or are dedicated to the appropriate governmental agency having jurisdiction thereover.

(2) The roads throughout the Condominium, designated on the Plan so long as neither the Developer nor the Association has dedicated the roads to public use through the acceptance of such a dedication by the Livingston County Road Commission, or any other governmental entity. Developer intends to dedicate the roads in the Condominium to public use as soon as practical after the recordation of this Master Deed, and Developer has reserved the right and power to dedicate the roads in Article VII of this Master Deed.

(3) The storm water drainage system throughout the Condominium, including the below-ground and above-ground systems, and the electrical, gas, water, sanitary sewer, storm sewer, telephone, plumbing and cable television, if any, networks or systems throughout the Condominium, including the portion of such networks or systems contained within Units to the extent that the portion within the Unit is a main that also services other Units. (Leads connecting utility mains to Residences built within Units are not Common Elements.) Some or all of the utility lines, systems, and mains described above may be owned by the local public authority or by the company that is providing the appurtenant service. Accordingly, such utility lines, systems and mains shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty with respect to the nature or extent of such interest, if any.

(4) The wetland areas and detention basin areas, as shown on the Plan.

(5) All beneficial utility and drainage easements.

(6) All lighting located on General Common Elements, including the lighting installed near the entranceway from Grand River Avenue.

(7) The entrance areas to the Condominium, boulevards and cul-de-sac islands (to the extent not dedicated to the Livingston County Road Commission or other appropriate governmental agency).

(8) Any sprinkler system(s) installed by the Developer to serve general common lawn areas.

(9) The location of all sidewalks will be within the General Common Element Areas and/or the road right-of-way, as determined by the Developer, in accordance with the approved site plan for the Project, as the same may be amended from time to time. The Developer will install a portion of the sidewalks to be located adjacent to open areas and/or other areas which are not abutting Units or Limited Common Element Yard Areas. The remainder of the sidewalks will be installed within the right-of-ways of the roads constructed within the Condominium by the builders of the Residences within the Units, in connection with and at the same time as each Residence is constructed. No walkways

installed within a Unit or a Limited Common Element Yard Area will be considered as a General Common Element.

(10) The playground installed south of the Limited Common Element Yard Area appurtenant to Unit 24 in accordance with the PUD Agreement described below in Article VII, paragraph (n).

(11) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit or the Limited Common Element Yard Area.

(b) The Limited Common Elements are the areas depicted on the Plan as Limited Common Elements and are limited to the use of the Co-owners of the Units to which such Limited Common Elements are assigned on the Plan. Each Unit has a Limited Common Element Yard Area, as shown on the Condominium Subdivision Plan, which is limited in use to the Unit which it immediately surrounds.

(c) The respective responsibilities for the maintenance, repair and replacement of all Common Elements shall be as follows:

(1) The Association shall maintain, repair and replace all General Common Elements, and the expense thereof shall be assessed to the Co-owners in proportion to the Percentages of Value stated in Article VI hereof, subject to any provision of the Condominium Documents expressly to the contrary.

(2) It is anticipated that separate Residences will be constructed solely within the Units as depicted on the Plan. Various appurtenances to such Residence may extend into the Limited Common Element Yard Areas surrounding the same only with the prior approval of the Developer and/or Association and the Co-owner must also obtain all necessary Township approvals. The responsibility for, and the costs of maintenance, decoration, repair and replacement of a Residence and all other improvements within each Unit and appurtenant Limited Common Element Yard Area shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the structure, exterior color or appearance of any Residence and any other improvements within a Unit or appurtenant Limited Common Element Yard Area shall not be constructed or changed without the prior written specific approval of such construction or change from the Developer (and/or the Association, as the case may be), as more fully set forth in Article VI of the By-Laws. The Residences and other improvements within each Unit and Limited Common Element Yard Areas shall conform in all respects to the architectural and building specifications and use restrictions provided in the By-Laws, this Master Deed, the rules and regulations, if any, of the Association and applicable ordinances of the Township of Genoa.

(3) Each Co-owner shall maintain, repair and replace all Limited Common Elements and all Limited Common Element Yard Areas, appurtenant to the Co-owner's Unit. In connection with any amendment made by the Developer pursuant to Article IX hereof, Developer may designate additional Limited Common Elements that are to be

maintained, decorated, repaired and replaced at Co-owners expense or, in proper cases, at the Association's expense.

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

(d) The cost of maintenance and repair (including snow removal) of any sidewalk(s) bordering a Limited Common Element Yard Area and located in the road right-of-way shall be the responsibility of the Co-owner of the Unit to which the Limited Common Element Yard Area is appurtenant. Each Co-owner's responsibility for replacement of such sidewalk(s) shall only exist to the extent not undertaken by the Livingston County Road Commission. (Such sidewalks shall be for public use, even though the burden of maintenance, repair and replacement shall be borne by the Co-owner entitled to use and enjoy the bordering Limited Common Element Yard Area. The Livingston County Road Commission may, but is not obligated to take responsibility for replacement of these sidewalks.) The Co-owner of each Unit shall also bear responsibility for maintaining, repairing and replacing (i) the grass and landscaping, including street trees, located in the part of the road right-of-way lying between the boundary of the Limited Common Element Yard Area appurtenant to the Co-owner's Unit and the curb of the road and (ii) that part of the driveway approach installed for the use of the Unit that extends into the road right-of-way to connect to the road. This provision shall not be construed to require replacement of mature street trees with equivalent trees.

(e) The cost of maintenance and repair (including snow removal) of any sidewalk(s) bordering a General Common Element area and located in the road right-of-way shall be the responsibility of the Association. The Association's responsibility for replacement of such sidewalk(s) shall only exist to the extent not undertaken by the Livingston County Road Commission.

(f) The cost of maintenance, repair and replacement of mailboxes shall be the responsibility of the Association.

#### ARTICLE V USE OF PREMISES

---

Each Unit shall only be used for residential purposes. All Residences, Structures and other improvements constructed in the Unit and appurtenant Limited Common Element Yard Area shall comply with the terms, provisions and conditions of this Master Deed and the Condominium By-Laws. No person shall use any Unit, Limited Common Element Yard Area, or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Condominium.



ARTICLE VI  
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

---

The Condominium consists of 97 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan as prepared by Boss Engineering, a copy of which is attached hereto as Exhibit B. Each Unit shall include all that space contained within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the Value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred (100%) percent. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing one hundred (100) by the number of Units included in the Condominium. The method and formula used by Developer to establish the foregoing Percentages was to determine that the expenses incurred by the Association in connection with the Units should be approximately equal.

ARTICLE VII  
EASEMENTS, RESTRICTIONS, EXCEPTIONS AND AGREEMENTS

---

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

(a) Developer (on its behalf and on behalf of its successors or assigns) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water detention areas, all of which easements shall be for the benefit of land adjoining the Condominium and now owned or hereafter acquired by the Developer or its successors or assigns. (Said land includes the area to be developed as the "Landings of Rolling Ridge Condominium" and a parcel measuring approximately 1.9 acres located near the entranceway from Grand River Avenue that may be developed for office or commercial use.) These easements shall run with the land in perpetuity and Developer shall have no financial obligation to support such easements, except that any dwelling or commercial unit using the roads, including any such dwelling or commercial unit not included in the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the portion of the road which is used, which share shall be determined pro rata according to the total number of dwelling and commercial units using such portion of the road. For purposes of this provision, maintenance of the roads shall include, but not be limited to snow removal.

(b) 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 and its successors as agent and

attorney-in-fact to make such dedication and to act on 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 one hundred (100%) percent of the Units that may be established in the Condominium, the foregoing rights and powers may be exercised by the Association. Upon dedication of the roads in the Condominium, the rights-of-way for said roads, including the landscaping, trees and sidewalks located therein (including sidewalks installed by Co-owners as required by Article IV above) shall be owned by the Livingston County Road Commission.

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

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

(e) With respect to Common Elements appurtenant to or located near Units, the Developer has or will create the following easements identified on the Condominium Subdivision Plan:

(1) "Clear vision easements" across portions of the Limited Common Element Yard Areas appurtenant to Units 3 through 5, 25 and 26, 41 through 43, 69 and 70, 80 and 81, 84 through 87, and 91 through 94 prohibiting the construction, installation or maintenance of any improvement or landscaping within the easement that would create a safety hazard by limiting or blocking the view of the roads within the Condominium; said clear vision easements being subject to expansion to pursuant to paragraph (q) below to include portions of Limited Common Element Yard Areas appurtenant to additional Units;

(2) Easements for storm drainage across the General Common Element areas located between the respective Limited Common Element Yard Areas appurtenant to Units 9 and 10, 21 and 22, 27 and 28, and 57 and 58; and

(3) Easements for storm drainage across portions of the Limited Common Element Yard Areas appurtenant to Units 1, 6 and 7, 21 and 22, 27 and 28, 57 and 58, 81 and 82 and 94 and 95.

This list of easements is not all inclusive nor shall it be construed to limit the right to create easements reserved by the Developer in subparagraph (d) above.

(f) If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. The foregoing easement shall not, however, be construed to permit any encroachment by a Common Element or Unit upon another Unit or upon the airspace and subsurface contained in the other Unit as shown in the Condominium Subdivision Plan. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and the land, Residences and improvements contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines and no such easements for utilities shall be construed to be encroachments upon a Unit.

(g) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and the Developer prior to the First Annual Meeting), in, on and over all Units, for access to the Units and the exterior of each of the Residences and appurtenances that are constructed within each Unit to conduct any activities authorized by this Master Deed or the Condominium By-Laws.

(h) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof, to fulfill its responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Project) and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

(i) Within all reserved easements for construction, installation and maintenance of public utilities, including drainage facilities, as shown on the Plan, unless necessary approvals are obtained from the Township of Genoa, the County of Livingston and any other appropriate governmental authority, and except for the paving necessary for each Residence's driveway, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water drainage in and through the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Unit once established by the builder upon completion of construction of the Residence thereon. The easement area of each Unit and all improvements in it shall be maintained (in a presentable condition continuously) by the Unit Co-owner, except for those improvements for which a public authority or utility company is responsible, and the Unit Co-owner shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Unit Co-owner shall maintain the surface area of easements within the Co-owner's Unit, to keep weeds out, to keep the area free of trash

and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

(j) The architectural and building specifications and use restrictions set forth in Article VI of the By-Laws govern the development and use of each Unit in the Condominium along with the provisions of this Master Deed and the Condominium Subdivision Plan. All improvements made within any Unit, including the construction of a Residence and any other Structure, and the use and occupancy thereof, shall comply fully with the architectural and building specifications and use restrictions established by Article VI of the By-Laws. The terms, provisions, restrictions and conditions of Article VI of the By-Laws are incorporated fully herein by this reference.

(k) The Developer hereby conveys a permanent easement to the Township of Genoa for the conservation of the wetland areas and wetland buffer areas designated on the Condominium Subdivision Plan as "Easement for Wetland Preservation". The regulated wetland areas encumbered by said easement shall be preserved in their natural state by the Association.

(l) A portion of the land included in the Condominium is traversed by part of a 66-foot wide easement for a private road that currently provides access to land located adjacent to the Condominium (Tax Parcel Nos. 11-05-100-033 and 11-05-100-032). The easement extends north along a portion of the east boundary of the Condominium as shown on the Condominium Subdivision Plan. Although there is currently no road located within most of that part of the easement that encumbers the Condominium, no action or activity may be undertaken by the Developer, the Association, the Co-owners or any other party that would interfere with the use of the easement area for private road purposes. The Developer makes no representation whatever as to the use of the private road easement by the beneficiaries of that easement, including whether or not a road will or will not be installed within the entire length of the easement.

(m) Within the limits of the private road easement, a sanitary sewer easement has been established that serves the land located adjacent to the Condominium (Tax Parcel Nos. 11-05-100-033 and 11-05-100-032.) This sanitary sewer easement extends north along a portion of the east boundary of the Condominium as shown on the Condominium Subdivision Plan and extends northward into a portion of the Limited Common Element Yard Area appurtenant to Unit 72. No action or activity may be undertaken by the Developer, the Association or any Co-owner, including the Co-owners of Unit 72, that would interfere with the use of that sanitary sewer easement for its intended purpose.

(n) The property upon which the Condominium is located is known as the "Ravines of Rolling Ridge PUD" and is subject to a Planned Unit Development Agreement, which has been recorded with the Livingston County Register of Deeds (the "PUD Agreement"). The PUD Agreement includes certain development restrictions and requirements, which are binding on the Developer and all Co-owners in the Condominium, to the extent applicable. Pursuant to the aforesaid PUD Agreement, certain portions of the General Common Element land within the Condominium have been designated as "Preservation Zone A" and certain portions of the General Common Element land and Limited Common Element Yard Areas have been designated as "Preservation Zone B", all as depicted on the Condominium Subdivision Plan. All

of the areas designated as "Preservation Zone A" shall be maintained in its natural state and no clearing, trimming or grubbing of trees or other existing vegetation is or shall be permitted within those areas. Within the areas designated as "Preservation Zone B", no trees larger than eight inches (8") in diameter shall be removed; except for such trees of that size as may be removed with the prior approval of the Association because they are dead or because they impose a safety hazard. (The PUD Agreement has been or soon will be amended to effect a seven foot reduction in the rear setback requirement for units in the condominium project known as "Landings of Rolling Ridge Condominium".)

(o) Certain lands in the Project have been designated for surface water accumulation in connection with the proposed drainage easements and the establishment of a Drainage District by an agreement that has been entered into and recorded pursuant to Chapter 18, Section 433 of the Drain Code in the form attached hereto as Exhibit "C" to the Master Deed. All such lands shall continue to be used in such a manner so as to facilitate the proper drainage of the Project and shall be subject to a perpetual and permanent easement (the "Drainage Easement") in favor of the Livingston County Drain Commissioner and the Ravines of Rolling Ridge Drainage District or such other Drainage District as may be established by agreement with the Livingston County Drain Commissioner (collectively referred to as "Grantee"), and Grantee's successors, assigns and transferees, in, over, under and through the drainage easements as shown on the Condominium Subdivision Plan, which Drainage Easement(s) 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 Drainage Easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities, storm drains, or related appurtenances, in any size, form, shape or capacity;

(2) The Grantee shall have the right to sell, assign, transfer or convey this Drainage Easement to any other governmental unit;

(3) No Co-owner in the Condominium Project shall build or convey to another any permission to build any permanent structures on the said Drainage Easement or disturb the grade or otherwise modify the areas within the Drainage Easement. No Co-owner in the Condominium Project shall build or place on the area covered by the Drainage Easement any other type of structure, fixture or object (including landscaping material), 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 Drainage Easement;

(4) The Grantee and its agents, contractors and designated representatives shall have right of entry on and gain access to the Drainage Easement property and shall repair and restore, in a timely manner, the Drainage Easement property to its condition immediately prior to such entry; provided that Grantee's obligation to repair or restore the affected property shall not include the obligation to replace trees that are required to be removed from the Drainage Easement area. Subject to Grantee's obligation to repair and

restore the Drainage Easement property as described herein, all Co-owners in the Condominium Project release Grantee and its successors, assigns and transferees from any and all claims to damages to the Drainage Easement property in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise arising from or incident to the reasonable exercise by Grantee of its rights under the said Drainage Easement, and all Co-owners covenant not to sue Grantee for damages consistent with the release provisions contained herein.

(5) The Grantee and Grantee's successors or assigns shall have the right to add additional land, including, without limitation, the Landings of Rolling Ridge Condominium, to the Ravines of Rolling Ridge Drainage District or such other Drainage District as may be established for the Condominium (the "Drainage District") without the consent of any Co-owner, mortgagee or any other party having an interest in a Unit. Any and all such added land shall benefit from the Drainage Easement created to fulfill the purposes of the aforesaid Drainage District.

(6) All costs relating to the maintenance and improvement of the Ravines of Rolling Ridge Drain or such other Drain as may be established for the Condominium (including, without limitation, the cost of repairing and restoring affected property as described in paragraph (4) above) shall be borne by the Drainage District, and assessed to all Co-owners pursuant to Act No. 40 of the Public Acts of 1956, as amended.

The rights granted to the Livingston County Drain Commissioner and the Drainage District and their successors and assigns, under this subparagraph may not be amended without the express written consent of the Grantee hereunder. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the Grantee, its successors and assigns.

(p) The property located southwest of the Condominium is currently being used for industrial purposes. There are two small parcels which border the Condominium and the adjacent industrial property, which are owned by the owner of the industrial parcel. Monitoring wells have been established on these small parcels for the purpose of detecting any possible eastward or northward movement of certain contaminating substances from the industrial parcel. These monitoring wells were established pursuant to certain environmental response activities undertaken on the industrial parcel with the approval of the Michigan Department of Environmental Quality. Restrictions in the deed conveying the two parcels preclude construction of improvements or the conduct of commercial or industrial business purposes on the parcels (but not the maintenance of the monitoring wells) without Developer's prior written approval; provided that the Developer may not unreasonably withhold or delay approval of the installation of a fence or landscaping on the two parcels, which, nevertheless requires the Developer's prior approval. According to the terms of the deed restrictions, the Developer may assign its approval rights to any party, including the Association. (The deed that contained the aforesaid rights of approval and assignment identified Ravines of Rolling Ridge, L.L.C., the former owner of the land described in Article II, as the beneficiary of those rights. The Developer has acquired those approval and assignment rights by means of an assignment from Ravines of Rolling Ridge, L.L.C.)

(q) Developer reserves the right to expand and enlarge the easements described above by amending this Master Deed and the Plan attached as Exhibit "B" pursuant to the right of amendment reserved in Article VIII, subparagraph (c) without the consent of any Co-Owner or Mortgagee.

ARTICLE VIII  
AMENDMENTS

---

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

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

(b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and Mortgagees of the Units (unless a greater majority is specified in the Condominium By-Laws). A Mortgagee shall have one vote for each mortgage held.

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

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

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

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

(4) To clarify or explain the provisions of the Master Deed or its exhibits;

(5) To comply with the Acts or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith;

(7) To make, define or limit easements affecting the Condominium;

(8) To record an "as-built" Condominium Subdivision Plan; and

(9) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed and on the Plan in the event the roads in the

Condominium are dedicated to public use to the Livingston County Road Commission, or any other governmental agency or to comply with the requirements of any governmental agency; provided, however, that no such amendment may alter the size of any Unit without the consent of the Co-owner and Mortgagee of the affected Unit.

(d) Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit to others, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

(e) Any amendment to this Master Deed which materially affects the rights or conditions imposed on the Project by the Township of Genoa shall require the prior written consent of the Genoa Township Board, which consent may not be unreasonably withheld.

#### ARTICLE IX CONVERTIBLE AREAS

---

(a) The Common Elements and all Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted and created as provided in this Article IX. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements therefor. The maximum number of units in the Condominium may not exceed 97 units.

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

(d) The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the



Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed of the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) All modifications to Units and Common Elements made pursuant to this Article IX shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of one hundred (100%) percent for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in Percentages of Value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX.

(f) The approval of Genoa Township shall be required prior to the conversion of the Common Elements and/or Units hereunder, which approval shall not be unreasonably withheld.

#### ARTICLE X CONTRACTION OF CONDOMINIUM

(a) As of the date this Master Deed is recorded, the Developer intends to dedicate to public use the roads and road rights-of-way shown on the Condominium Plan. Developer therefore reserves the right to withdraw from the Condominium that portion of the land described in Article II that consists of the Condominium roads and road rights-of-way as the same are shown on the Condominium Plan. At the option of the Developer, within a period ending no later than six (6) years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium roads and road rights-of-way dedicated to public use.

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

to the Livingston County Road Commission (or other appropriate governmental unit with appropriate jurisdiction).

(c) Apart from satisfying any governmental conditions to dedication of the road and road rights-of-way, there are no restrictions on Developer's right to contract the Condominium as provided in this Article X.

(d) The consent of any Co-owner shall not be required to contract the Condominium or to dedicate the roads and road rights-of-way to public use. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to dedicate the roads and road rights-of-way in the Condominium to public use or to thereafter contract the Condominium as herein provided. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE XI  
ASSIGNMENT

---

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

ARTICLE XII  
RAVINES OF ROLLING RIDGE COMMUNITY/COMMON FACILITIES

---

The Developer intends to develop the Condominium as part of a larger development designated as the Ravines of Rolling Ridge PUD referred to in Article VII, paragraph (n) above. The Ravines of Rolling Ridge PUD includes the Condominium and will include a residential development of 64 attached condominium units to be known as the Landings of Rolling Ridge Condominium and an office service area of about 1.9 acres located near the entranceway from Grand River Avenue. Developer reserves the right to create easements in and over the General Common Element land at the entranceway to the Condominium for the installation and maintenance of signs for the other developments in the Ravines of Rolling Ridge PUD; provided that such easements shall provide for contributions to the Association in such percentages and amounts as are deemed equitable by the Developer, in its sole discretion, for the maintenance, repair and replacement of such landscaping, lighting and other entranceway improvements as

may be installed and maintained at the entranceway into the Condominium from Grand River Avenue. The aforesaid easements may also provide for contributions from the owners of the other properties included in the Ravines of Rolling Ridge PUD (including such condominium association as may be established with respect to the Landings of Rolling Ridge Condominium) to the cost of removing snow from the roads within the Condominium and the Developer shall have the right to establish, in its sole discretion, the formula or formulas used to determine the amounts of those contributions.

With respect to the Landings of Rolling Ridge Condominium, the Developer hereby reserves the right to establish an easement for the benefit of the owners units in that condominium development and their guests, tenants and invitees for the use of the playground described above in Article IV, subparagraph (a)(10). Any easement created by the Developer pursuant to this reserved right may or may not at the sole discretion of the Developer require contributions from the owners of units in the Landings of Rolling Ridge Condominium to the cost of maintaining, repairing and replacing the playground and the related improvements. Any such contribution requirement shall be collected by the association established with respect to the Landings of Rolling Ridge Condominium and remitted to the Association.

ARTICLE XIII  
SUBDIVISION, CONSOLIDATION  
AND OTHER MODIFICATIONS OF UNITS

---

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

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

(1) Subdivide Units. Subdivide or re-subdivide any Units which it owns and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or re-subdivision 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.

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

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

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

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

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

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

WITNESSES:

SIGNED BY:

SELECTIVE - DELAWARE, L.L.C., a Delaware limited liability company

By: Centex Homes, a Nevada general partnership, Sole Member

By: Centex Real Estate Corporation, a Nevada corporation, Managing Partner

By: \_\_\_\_\_  
William T. Stapleton  
Its: Division President

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MICHIGAN    )  
  : ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October, 2001, by William T. Stapleton, the Division President of Centex Real Estate Corporation, a Nevada corporation, Managing Partner of Centex Homes, a Nevada general partnership, the Sole Member of SELECTIVE - DELAWARE, L.L.C., a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC  
County of \_\_\_\_\_, State of Michigan  
My Commission Expires: \_\_\_\_\_

PREPARED BY AND WHEN RECORDED RETURN TO:

Dean J. Gould, Esq.  
George W. Day, Esq.  
Jackier, Gould, Bean, Upfal & Eizelman  
Second Floor, 121 West Long Lake Road  
Bloomfield Hills, MI 48304-2719  
(248) 642-0500

gwd\condos\ravines\master deed.wpd  
October 30, 2001