

**MASTER DEED
For
WALNUT CREEK ESTATES @ WOODWIND CONDOMINIUM**

This Master Deed for **WALNUT CREEK ESTATES @ WOODWIND CONDOMINIUM**, a residential site condominium, is made and executed on this ____ day of _____, 2005, by Walnut Creek Estates, LLC, a Michigan Limited Liability Company, hereinafter referred to as “Developer”, whose address is 51490 Pontiac Trail, P.O. Box 930318, Michigan 48393-0318, in pursuance of the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the “Act”.

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit “A” and the Condominium Subdivision Plan attached 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 and to be located thereon, and the appurtenances thereto, as a residential site Condominium under the provisions of the Act.

NOW, THEREFORE, effective upon the recording hereof, the Developer establishes **WALNUT CREEK ESTATES @ WOODWIND CONDOMINIUM** as a residential site Condominium under the Act and declares that **WALNUT CREEK ESTATES @ WOODWIND CONDOMINIUM** (hereinafter referred to as the “Condominium”, “Project” or “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 all persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

**ARTICLE I
TITLE AND NATURE**

The Condominium shall be known as **WALNUT CREEK ESTATES @ WOODWIND CONDOMINIUM**, Oakland County Condominium Subdivision Plan No. _____. The Condominium is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, and the

designation of Common Elements, are set forth completely in the Condominium Subdivision Plan and/or in Article IV and/or Article V of this Master Deed. Each Unit has been created for residential purposes and each Unit is capable of individual utilization on account of having its own entrance to and exit from a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the right to use and enjoy the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II
LEGAL DESCRIPTION

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

PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 24, PROCEEDING THENCE NORTH 00 DEGREES 25 MINUTES 40 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 24, 2623.99 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS EAST ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 24, 2658.41 FEET TO THE CENTER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 08 MINUTES 04 SECONDS WEST ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 24, 510.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 16 SECONDS WEST 2161.01 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 40 SECONDS WEST 2106.01 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 23 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24, 500.08 FEET TO THE POINT OF BEGINNING, ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 24. CONTAINING 55.36 ACRES.

TEN MILE ROAD RIGHT-OF-WAY (TO BE DEEDED OR DEDICATED TO R.C.O.C.)

PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 24, PROCEEDING THENCE NORTH 00 DEGREES 25 MINUTES 40 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 24, 60.00 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 54 SECONDS EAST 500.08 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 40 SECONDS WEST 60.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 23 MINUTE 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24, 500.08

FEET TO THE POINT OF BEGINNING, ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 24.

JOHNS ROAD RIGHT-OF-WAY (TO BE DEEDED OR DEDICATED TO R.C.O.C.)

PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWN 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS BEGINNING AT THE CENTER OF SAID SECTION 24, PROCEEDING THENCE SOUTH 00 DEGREES 08 MINUTES 04 SECONDS WEST ALONG THE NORTH AND SOUTH ¼ LINE OF SAID SECTION 24, 510.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 16 SECONDS WEST 60.00 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 04 SECONDS EAST 510.00 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS EAST ALONG THE EAST AND WEST ¼ LINE OF SAID SECTION 24, 60.00 FEET TO THE POINT OF BEGINNING, ALSO BEING THE CENTER OF SAID SECTION 24.

Subject to existing easements and building and use restrictions of record and all lawful zoning ordinances as are applicable to the property.

ARTICLE III
DEFINITIONS

Certain terms used in this Master Deed and Exhibits "A" and "B" hereto also 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, if any, of **Walnut Creek Estates @ Woodwind Condominium Association**, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment, or transfer, of Units or interests in Units in **WALNUT CREEK ESTATES @ WOODWIND CONDOMINIUM**. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. "Act" means the Condominium Act, Michigan Public Act 59 of 1973, as amended.

Section 2. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

Section 3. Association. "Association" means **Walnut Creek Estates @ Woodwind Condominium Association**, a nonprofit corporation, of which all Co-owners shall be members, organized under Michigan law to administer, operate, manage and maintain the Common Elements. Any action required of or permitted to the Association may be exercised by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of Michigan.

Section 4. Board of Directors or Board. "Board of Directors" or "Board" means the Association Board of Directors.

Section 5. Builder. “Builder” means, refers to and includes any licensed residential builder which acquires legal or equitable title to a Unit for the purpose of constructing a dwelling thereon for resale, and not for his/her/its own use.

Section 6. Bylaws. “Bylaws” means Exhibit “A” hereto, the Condominium 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 also constitute the Association Corporate Bylaws as provided for under the Michigan Nonprofit Corporation Act.

Section 7. Common Elements. “Common Elements”, whenever, however and wherever used without modification, means both the General and the Limited Common Elements, if any, described in Article IV below and/or the Condominium Subdivision Plan.

Section 8. Condominium Documents. “Condominium Documents” means and includes this Master Deed, the Bylaws and the Condominium Subdivision Plan, as well as the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended or promulgated from time to time, and any other instrument referred to in the Master Deed which affects the rights and obligations of a Co-owner.

Section 9. Condominium Premises. “Condominium Premises” means and includes the land described in Article II above, the improvements and structures thereon and all easements, rights and appurtenances to the Condominium.

Section 10. Condominium, Condominium Project and Project. “Condominium”, “Condominium Project” and “Project” each mean **WALNUT CREEK ESTATES @ WOODWIND CONDOMINIUM**, a residential site condominium established under and intended to exist in conformance with the Act.

Section 11. Condominium Subdivision Plan. “Condominium Subdivision Plan” means Exhibit “B” attached hereto, together with all amendments thereto, if any, or in lieu thereof any replacement thereof, as from time to time hereafter may be recorded with the Oakland County Register of Deeds.

Section 12. Conservation Easement. “Conservation Easement” shall mean that easement recorded at Liber 32158, Pages 216 through 233, Oakland County Records.

Section 13. Co-owner. “Co-owner” means a person, firm, corporation, partnership, limited liability company, association, trust or other legal entity or any combination thereof who or which owns a Unit in the Condominium, and, where applicable, shall include a land contract vendee of a Unit. The term “Owner”, whenever, however and wherever used, is synonymous with the term “Co-owner”.

Section 14. Developer. “Developer” means Walnut Creek Estates LLC, a Michigan Limited Liability Company, which has made an executed this Master Deed, and its successors and assigns. Both successors and assigns always are deemed to be included within the term “Developer” whenever, however, and wherever used without modification in the Condominium Documents.

Section 15. Development, and Construction and Sales Period. “Development, Construction and Sales Period” means the period commencing with the recording of the Master Deed and, unless earlier terminated by the Developer in a signed writing in recordable form which the

Developer causes to be delivered to the Association, continuing so long as the Developer owns any Unit in the Condominium which it offers for sale or on which the Developer or any Builder is constructing, or proposes to construct, a dwelling, and thereafter, in any event, for the applicable warranty period in regard to all dwellings constructed upon Units in this Condominium.

Section 16. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election or all directors and upon all other matters properly brought before the meeting. Such meeting is to be held: (a) in the Developer's sole discretion, at any time after the conveyance of legal or equitable title to fifty (50%) percent of the Units which may be created; or (b) mandatorily, fifty-four (54) months after the date of the first conveyance of legal or equitable title to a Unit; or (c) mandatorily, not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of the Units which may be created, whichever first occurs.

Section 17. Master Deed; Consolidating Master Deed. "Master Deed" means this Master Deed, as amended from time to time hereafter by one or more instrument(s) duly executed and acknowledged in accordance with the requirements of the Master Deed, the Act and other applicable laws, if any, of the State of Michigan, and duly recorded in the office of the Oakland County Register of Deeds, being the Condominium Document recording the Condominium Project which is required by Section 8 of the Act. Except insofar as limited by the context, "Master Deed" shall mean and include the Bylaws and Condominium Subdivision Plan attached hereto and/or incorporated by reference herein. "Consolidating Master Deed" means the final amended Master Deed which, if and when recorded in the office of the Oakland County Register of Deeds, shall describe Walnut Creek Estates @ Woodwind Condominium as a completed Condominium Project and shall reflect the entire land area added or subtracted from the Condominium from time to time, and all Units and Common Elements therein 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 prior amendments thereto and restatements thereof.

Section 18. PD Agreement. "PD Agreement" means that certain "Planned Development Agreement - Woodwind Planned Development" with respect to the PD Land which has been executed between Wood Wind Investment Company, L.L.C., a Michigan limited liability company, the South Lyon Community Schools, a Michigan general powers school district operating under the provisions of the Revised School Code, MCLA 380.1 et. seq., as amended, the Developer and the Township. The PD Agreement is recorded in Liber 31809, Pages 221 through 234, inclusive, Oakland County Records.

Section 19. PD Land. "PD Land" means all of the real property that is described in and is subject to the PD Agreement.

Section 20. Township. "Township" means the Township of Lyon, a Michigan Charter Township located in Oakland County, Michigan.

Section 21. 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 22. Unit or Condominium Unit. “Unit” or “Condominium Unit” each mean a single Unit in **WALNUT CREEK ESTATES @ WOODWIND CONDOMINIUM**, as described in the Condominium Subdivision Plan and in Article V, Section 1, below, and have the same meaning as the term “Condominium Unit” as defined in the Act. The dwellings, structures and improvements now or hereafter located within the boundaries of a Unit shall be owned by the Co-owner of the Unit within which located and, unless otherwise expressly provided in this Article or otherwise expressly depicted or designated in the Condominium Subdivision Plan, shall not constitute Common Elements.

Section 23. Water Supply System Easement. “Water Supply System Easement” means a perpetual and permanent easement in favor of the Water Supply System Easement Grantee for the purpose of developing, establishing, constructing, repairing, maintaining the water supply system in the Condominium, and any related appurtenances, in any size, form, shape or capacity.

Section 24. Water Supply System Easement Grantee. “Water Supply System Easement Grantee” means, with respect to the grant of the Water Supply System Easement, the Township and its successors, assigns and transferees.

ARTICLE IV **COMMON ELEMENTS**

The Common Elements of the Condominium, as described in the Condominium Subdivision Plan, and the respective responsibilities for maintenance, decoration, repair or replacement, are as follows:

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

- (a) Land, Private Roads, and Sidewalks. That portion of the land described in Article II hereof which is not enclosed within the boundaries of a Unit, as so designated and depicted on the Condominium Subdivision Plan and described in Article V, below. The private roads and those sidewalks as are located within the private road right-of-ways shall be General Common Elements; provided, that the right-of-way of any private road, including the road and sidewalk therein, shall cease to be a General Common Element if, when and to the extent dedicated for public use and the Road Commission for Oakland County or another municipal authority accepts the responsibility for their maintenance, repair and replacement; provided, that the Developer does not intend or expect to so dedicate any of the private road rights-of-way within this Condominium and expressly disclaims any responsibility to do so.
- (b) Limited Access Community via Security Gates. The development is a community in which vehicular access by road will be limited by the Developer after the Development and Sales Period. The Developer reserves the right to install security gates controlled by electronic means as General Common Elements at both the Ten Mile and Johns Road access points. When the security gates are installed they shall exist, for the benefit of any public authority having jurisdiction or any emergency service agency, perpetual easements for the use by municipal and/or emergency vehicles of the roadway in the Condominium for the purposes of ingress and egress to provide, without limitation, fire

and police protection, water and sewer services, ambulance and rescue services and other lawful government or private emergency services to the Condominium and the Co-Owners thereof. There is not nor can there be any assurance that unauthorized persons can be excluded from the Condominium.

- (c) Street Trees and Common Landscaping. The street trees and common landscaping located throughout the Condominium and all replacements thereto, but specifically excluding any trees and landscaping located upon an individual Unit.
- (d) Entrance Structures, Signage and Improvements: Street Identification and Traffic Control Signs. The structures, signs and any other improvements that identify the Ravine Drive and Johns Road entrances to the Condominium, together with all street identification and traffic control signs and pavement markings.
- (e) Cluster Mailbox Stands. The cluster mailbox stands located throughout the Condominium.
- (f) Electrical. The electrical transmission system throughout the Condominium up to the point of connection for individual Unit service.
- (g) Telephone and Cable Television. The telephone and cable television wiring networks, if any, throughout the Condominium, up to the point of connection for individual Unit service.
- (h) Gas. The gas distribution system throughout the Condominium up to the point where service is stubbed for connection within the individual Unit boundaries.
- (i) Water Supply System. Unless and until dedicated for public use, and the responsibility for their maintenance, repair and replacement is accepted by the Township or another municipal authority, the Water Supply System throughout the Condominium up to the point of connection with the water service lead for individual Unit service.
- (j) Sanitary Sewer Facilities. Unless and until dedicated for public use, and the responsibility for their maintenance, repair and replacement is accepted by the Township or another municipal authority, the sanitary sewer facilities throughout the Condominium up to the point of connection with the service lead for individual Unit service.
- (k) Telecommunications. All telecommunications systems, if any, if and when they may be installed, up to the point of connection for individual Unit service.
- (l) Underground Lawn Irrigation System. The underground lawn irrigation system throughout the Condominium, excepting, however, any lawn irrigation system installed by a Co-owner for the use of his individual Unit.
- (m) Storm Water Management Facilities. Unless and until dedicated for public use, and the responsibility for their maintenance, repair and replacement is accepted by the Township or another municipal authority, the storm water management facilities located throughout the Condominium as depicted and so designated on the Condominium Subdivision Plan, including, without limitation, the detention basins, storm sewers, lines, inlets and outlets, together with their associated plumbing systems.

- (n) Common Site Lighting. The pole lights, fixtures and associated control boxes and devices for common site lighting throughout the Condominium, but only to the extent not owned by the utility company which will provide electric service thereto, and specifically excluding any exterior lighting installed by a Co-owner upon his Unit.
- (o) Other. All easements and rights which are of general benefit to the Condominium and/or Co-owners (including, without limitation, any easements and rights as the Developer has granted or reserved, or from time to time hereafter grants or reserves, for the benefit of itself, its successors and assigns, and this Condominium in, over, through or for the use of the private roads, sidewalks and utilities in other portions of the PD Land), and all other components of the Condominium not hereinabove designated as General 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 and safety of the Condominium.

NOTE: The designation of the utility General Common Elements herein is for the purpose of defining the Developer's responsibility with regard to providing utilities. The Developer is responsible to provide the main and lateral utility lines of the Project, and the individual Unit Co-owners are responsible to provide, and shall bear the expense to construct or install, the service lead lines from the point of their connection to the aforesaid main or lateral lines to the dwelling and other improvements located on the Co-owner's Unit.

Some or all of the utility lines, systems (including mains and laterals) and equipment described above, and the cable television and telecommunications systems, if and when constructed, may be owned by the local public authority or by the company that is providing the pertinent service. Such utility lines, systems and equipment, and the cable television and telecommunications systems, if and when constructed, shall be General Common Elements only to the extent of the Co-owners interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. No Limited Common Elements have been assigned in the Condominium. The Developer reserves the right to assign Limited Common Elements during the Development, Construction and Sales Period and, if the Developer does so, the Developer shall record an appropriate amendment to this Master Deed.

Section 3. Responsibilities. The respective responsibility for the maintenance, decoration, repair and replacement of the Common Elements, and of all structures and improvements located within the boundaries of a Unit, are as follows:

- (a) Street Trees and Common Landscaping. The Co-owner of each Unit shall be responsible to irrigate, feed, prune and otherwise maintain the street tree(s) planted upon the Co-owner's Unit. The responsibility to replace any dead or diseased street trees and common landscaping described in Section 1(b) of this Article IV shall be borne by the Association and, subject to the Association's rights under an unexpired warranty of the landscape contractor, the cost thereof shall be a cost of administration.
- (b) Entrance, Street and Traffic Control Signage. The responsibility to maintain, keep up and replace the entrance structures, signage, landscaping and other entrance improvements and all street identification and traffic control signs and pavement markings within the

Condominium shall be borne by the Association and the cost thereof shall be a cost of administration.

- (c) Cluster Mailbox Stands. The responsibility to maintain, keep up and replace the cluster mailbox stands located throughout the Condominium shall be borne by the Association and the cost thereof shall be a cost of administration.
- (d) Water Supply System. Unless and until the Water Supply System are dedicated for public use to, and the responsibility for their maintenance, repair and replacement is accepted by, the Township or another municipal authority, the responsibility to maintain, repair and replace the Common Element water distribution faculties throughout the Condominium, as depicted and so designated in the Condominium Subdivision Plan, shall be borne by the Association and the cost thereof shall be a cost of administration.
- (e) Sanitary Sewer Facilities. Unless and until the sanitary sewer facilities are dedicated for public use to, and the responsibility for their maintenance, repair and replacement is accepted by, the Township or another municipal authority, the responsibility to maintain, repair and replace the Common Element sanitary sewer facilities throughout the Condominium, as depicted and so designated in the Condominium Subdivision Plan, shall be borne by the Association and the cost thereof shall be a cost of administration.
- (f) Underground Lawn Irrigation System. The responsibility to maintain, keep up, repair and replace the Common Element underground lawn irrigation system throughout the Condominium, excepting any such system as is primarily for the benefit of an individual Unit, shall be borne by the Association and the cost thereof shall be a cost of administration.
- (g) Storm Water Management Facilities. The responsibility to preserve, retain, maintain, keep up, repair and replace the Common Element storm water management facilities, as depicted and so designated in the Condominium Subdivision Plan, including, but without limitation, the detention basins, storm sewers, lines, inlets and outlets, shall be borne by the Association and the cost thereof shall be a cost of administration; provided, however, that the Association's responsibility for the storm water management facilities shall cease if, and to the extent that, the other storm water management facilities are dedicated for public use to, and the responsibility for their maintenance is accepted by, the Township or another municipal authority.
- (h) Common Element Site Lighting. The responsibility to maintain, repair and replace the Common Element site lighting system, or any portion thereof, described in Section 1(n) of this Article IV, shall, subject to the Association's rights under any unexpired warranty of the lighting manufacturer or retailer, be borne by the Association and the cost thereof shall be a cost of administration. The Association also shall be solely responsible to operate and maintain the common lighting system and the cost thereof also shall be a cost of the Association.
- (i) Other Common Elements. The responsibility to maintain, keep up, repair and replace open space, the existing pond, roadways and sidewalks (in any such case until, and unless, dedicated for public use and the Road Commission for Oakland County or another municipal authority accepts the responsibility for their maintenance, repair and

replacement, should that occur) and other Common Elements not specifically described elsewhere in this Section 3 shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary and except to the extent that such maintenance, repair or replacement is required due to the act or neglect of a Co-owner or his agent, guest, invitee, tenant, or other non Co-owner occupant for which such Co-owner is responsible, and the cost thereof shall be a cost of administration.

- (j) Co-owner Responsibility for Units. The responsibility to maintain, decorate, repair and replace all residences, structures and improvements located within the Units, including, without limitation, the dwelling, utility leads, interior sidewalks (excluding, however, any portion of the common sidewalk located within the road right-of-ways in front of his Unit), lawn, landscaping and any and all other improvements therein, and the cost thereof shall be borne by the Co-owner of the Unit; provided, however, that if the Co-owner fails to maintain and/or repair any residence, structure, improvement or other portion of the Unit (including lawn mowing and maintenance of landscaping) to such standards, if any, as are required by the Condominium Documents or rules and regulations adopted in accordance with Article VI, Section 11 of the Bylaws, then the Association (or the Developer during the Development, Construction and Sales Period) shall have the right, but not the obligation, to perform such maintenance and/or repair and charge the Co-owner the costs thereof and collect such costs in the manner provided for the collection of assessments as set forth in Article II of the Bylaws. In the event of a conflict between the Developer and the Association regarding the enforcement of this Section, the Developer's rights shall control over the Association's rights during the Development, Construction and Sales Period.
- (k) Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium shall have reasonable access to the Common Elements and Condominium Units, including the dwelling structures constructed thereon, to reconstruct, repair or maintain such services, and any costs incurred in opening and repairing any wall of a dwelling structure to reconstruct, repair or maintain such service shall be borne by the individual Co-owner as set forth in Section 3 above. Each Co-owner shall be responsible to pay all utility service deposits and charges attributable to his Unit.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in a manner that is inconsistent with the purposes of the Condominium or which may be expected to interfere with or impair the right of another Co-owner to use and enjoy his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. The Condominium initially shall consist of sixty (60) Units. Each Unit is described in this Section with reference to the Condominium Subdivision Plan of the Condominium as surveyed by Land-Tec Consultants, Inc., 8580 W. Forest Creek Drive, P.O. Box 5, Port Austin, Michigan 48467. Each Unit shall consist of the space contained within the Unit boundaries, as delineated on the Condominium Subdivision Plan, together with all appurtenances thereto.

Section 2. Percentages of Value. The percentages of value assigned each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics that would affect maintenance costs and value of each Unit in the Condominium 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 each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements, his proportionate share in the proceeds and expenses of administration and the value of such Co-owner's vote at Association meetings. The total value of the Project is one hundred percent (100%). Each Unit number is as it appears on the Condominium Subdivision Plan.

Section 3. Modification of Units and Common Elements by Developer. The size, location, nature, design and/or elevation of Units and/or Common Elements appurtenant or geographically proximate to any Units described in the Condominium Subdivision Plan may be modified, in Developer's sole discretion, by amendment to this Master Deed affected solely by the Developer or its successor, **any such amendment will be subject to the approval of the Township.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer 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.

ARTICLE VI **CONVERTIBLE AREA**

Section 1. Convertible Area. The Developer intends to create Units as indicated on the Condominium Subdivision Plan. However, the Developer reserves the right to convert unsold Units and/or the General Common Element land immediately adjacent to unsold Units in order to make reasonable changes to Unit boundaries and sizes, and to increase or decrease the immediately adjacent General Common Element sizes accordingly; subject, however, to Township approval if conversion would result in a material change in the Township - approved site plan for the Condominium. The Developer also reserves the right to convert any General Common Element to a Limited Common Element and/or to designate General Common Elements that may subsequently be assigned as Limited Common Elements.

Section 2. Time Period in Which to Exercise Option to Convert. The Developer's option to convert certain areas of the Condominium as provided in Section 1 above may be exercised by the Developer at any one time or at any different times within six (6) years after the date of the recording of this Master Deed. This period may be extended with the prior approval of sixty-six and two-thirds (66-2/3%) of all Co-owners who are entitled to vote as of the record date for said vote.

Section 3. No Additional Units to be Created in Convertible Area. No additional Units shall be added to the Condominium as a result of the exercise of the Developer's option to convert the Condominium reserved in Section 1 above, since the Developer's right to convert the Condominium is limited solely to the right to reasonably alter types, sizes, and/or boundaries of

the Units and the adjacent General Common Elements and/or to convert General Common Elements, as provided in Section 1 above.

Section 4. Storm Water Facilities; Wetlands and Open Space. Any conversion in accordance with this Article VI shall take into account, and make adequate and equitable provision for the continuation of, storm water management within the Condominium. Further, the Developer's conversion rights are subject to the requirements of the State of Michigan and the Township regarding wetlands and Open Space areas.

ARTICLE VII
CONTRACTION OF CONDOMINIUM

Section 1. The condominium is not contractible.

ARTICLE VIII
OPERATIVE PROVISIONS

The provisions set forth in this Article shall govern any conversion or contraction pursuant to Articles VI or VII above.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Any conversion or contraction of this Project 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 discretion of the Developer, or its successors and assigns, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Condominium resulting from such amendment or amendments to this Master Deed and preserving equal percentages of value for each Unit. The precise determination of the readjustment in the percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Condominium.

Section 2. Redefinition of Common Elements. Any amendment or amendments to the Master Deed for any such purpose also shall contain such further definitions and re-definitions of Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being added to the Condominium by such amendment and/or to adequately describe, serve and provide access to the remaining portion of the Condominium. In connection with any such amendment(s), 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.

Section 3. Consent of Interested Persons. All of the Co-owners and mortgagees of Units 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 amendment or amendments to this Master Deed to effectuate the purposes of Articles VI and/or VII above, and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments, if applicable. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or

amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed, Bylaws and Condominium Subdivision Plan, and may incorporate by reference the entire or any pertinent portion of the Master Deed, Bylaws and Condominium Subdivision Plan.

ARTICLE IX
EASEMENTS, COVENANTS AND RESTRICTIONS

Section 1. Existing Easements, Rights of Way, Building and Use Restrictions of Record and Government Limitations. The Developer declares that the Condominium shall be established and shall exist subject to the PD Agreement, this Master Deed and: (a) the rights of the public and any governmental authority over that portion of the Condominium Premises, if any, as lies within the right-of-way of Ten Mile Road or Johns Road;(b) the rights of others utilizing the roads in the PD Land to obtain ingress from and egress to Ten Mile Road or Johns Road over the roadways in the Condominium, and for storm water drainage; (c) all easements, rights-of-way and, insofar as they are valid and enforceable, building and use restrictions, if any, as are of record on the date this Master Deed is recorded in the office of the Oakland County Register of Deeds; and (d) all valid government limitations as may be applicable to the Condominium and/or the Condominium Premises All such easements and rights-of-way of which the Developer has actual knowledge are shown or referenced upon the Condominium Subdivision Plan. The Developer intends, and expressly reserves the right, to convey all individual Units in the Condominium by warranty deed subject to the foregoing exceptions.

Section 2. Easements for Maintenance of Encroachments, Utilities, Storm Water Management System and Surface Drainage. If any building or structure constructed upon a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement of the building or structure, 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 be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, any Units described in this Master Deed that are 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. There shall be easements to, through and over the Units and the General Common Element land for the continuing maintenance and repair of water mains, sanitary sewers, the storm water management system (which shall include both surface drainage from adjacent portions of the Condominium and, where applicable, an easement for natural storm water detention and retention up to the spillover elevation on the low portion which remains after the construction of a dwelling upon and the final grading of the Unit) and other utilities.

Section 3. Easement Retained by Developer and Granted to Association and Township for Maintenance, Repair and Replacement. There shall exist permanent non-exclusive easements to and in favor of the Developer, the Association and all public and private utilities in, on and over all Units and Common Elements in the Project, for such access to the Units as may be necessary to fulfill any of their respective responsibilities of maintenance, decoration, repair, replacement or upkeep 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, including, without limitation, tapping into the exterior water spigot serving any Unit for landscape and lawn maintenance and/or any other purpose as may be necessary to fulfill said maintenance, decoration, repair, replacement or upkeep responsibilities.

There also shall exist a permanent non-exclusive easement in favor of the Township on and over all Common Elements in the Project for their inspection, maintenance and repair. None of the Developer, the Association, the Township or any such public or private utility shall be liable to the Co-owner of any Unit or any other person, in trespass or any other form of action, for the exercise of rights pursuant to this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. No failure by the Developer, the Association, the Township or any public or private utility to take any such action shall be deemed a waiver of its right to take any such action at a future time. This easement is granted to the Township solely in order that the Township from time to time may inspect, and, upon thirty (30) days' prior notice by the Township to the Association specifying in reasonable detail the corrective action to be taken and the failure of the Association to do so, to perform the Association's responsibilities for the maintenance and repair of the Common Elements, or any portion thereof. The Association shall reimburse the Township promptly for all actual costs incurred by the Township to maintain or repair any of the Common Elements within the Condominium plus, if so provided by Township ordinance or by agreement with the Association, a reasonable administrative fee therefore, promptly after receipt of a demand therefore supported by reasonable evidence of the actual costs so incurred by the Township; and, upon the failure or refusal of the Association to do so, the Township shall have the right to assess the unpaid amount pro rata among all Units in the Project and to obtain a lien against the Units for the payment thereof. All costs incurred by the Association or the Developer to perform any responsibilities 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 installment of the annual assessment next falling due, and a lien for nonpayment shall attach as in all cases of regular assessments and 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 and foreclosure of the lien securing payment.

Section 4. Easement for Emergency and Certain Government Services. There shall exist for the benefit of the Co-owners, all federal, state and local government units and agencies (including, without limitation, the United States Postal Service, the Michigan Department of Environmental Quality, the County of Oakland, the Township and the South Lyon Community Schools), all utility providers (including, without limitation, the Water Company, the Township or any assignee or successor-in-interest to the Water Facilities), any public or private emergency service agency and their respective licensees and invitees an easement over all General Common Element roadways and General Common Element pedestrian walks in the Condominium. Said easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire and police protection, utility services, ambulance and rescue services and all other lawful governmental and private services to the Condominium and Co-owners. This grant of easement shall in no way be construed as a dedication of any such roadway or pedestrian walk to the public.

Section 4.a. Water Supply System Easement. The Developer hereby reserves and declares a perpetual and permanent Water Supply System Easement in favor of the Water Supply System Easement Grantee, in over, under and through the Common Elements of the Condominium as shown on the Condominium Subdivision Plan and as actually constructed. The Water Supply System Easement may not be amended or revoked except with the written approval of the Water Supply System Easement Grantee. The Water Supply System Easement Grantee shall have the right to sell, assign, transfer or convey the water Supply System Easement to any other governmental unit. Developer and Co-owners shall not build or convey to others any permission to build any permanent structures on the Water Supply System Easement. Co-owners shall not build or place any type of structure, fixture or object, or engage in any activity to take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Water Supply System Grantee under the Water Supply System Easement herein reserved and declared. The Water Supply System Easement Grantee shall have the right of entry on, and to gain access to, the Water Supply System Easement. And all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, release the Water Supply System Easement Grantee from any and all claims to damages in any way arising or incident to the construction and maintenance of the water supply system or otherwise arising from or incident to the exercise by the Water supply System Easement Grantee of its rights under the Water Supply System Easement, and all Co-owners covenant not to sue the Water Supply System Easement Grantee for any such damage.

The rights granted to the Water Supply System Easement Grantee under this article may not be amended without the express written consent oh the Water Supply System Easement Grantee. Any purported amendment or modification of the rights granted under this section shall be void and without legal effect unless agreed to in writing by the Water Supply System Easement Grantee.

Section 5. Ten Mile Road and Johns Road Right-of-Way; Private Roads and Sidewalks; Reservation of Right to Dedicate or Transfer Title to Same for Public Use. The Developer reserves for itself and its successors, during the Development, Construction and Sales Period, and thereafter for the Association, the right to dedicate for public highway purposes, or in lieu thereof to transfer title, to the Road Commission for Oakland County all, or such part as the Road Commission for Oakland County shall accept, of the portion of the Condominium Premises which lies within the "Ten Mile Road Right-of-Way" and/or the "Johns Road Right-of-Way", as legally described and depicted in the Condominium Subdivision Plan. Any such right-of-way dedication or transfer of title may be made 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 the Condominium Subdivision Plan recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium 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 right-of-way dedication or transfer of title. The Developer's reservation of this right to dedicate or transfer title to the portion of the Condominium Premises which lies within the "Ten Mile Road Right-of-Way" and/or the "Johns Road Right-of-Way" shall not be construed to require

that the Developer or Association do so, or to increase or otherwise alter any obligation which the Developer otherwise may have under the PD Agreement.

All other roadways in the Condominium, together with the pedestrian walkways adjoining those roadways, are private, and, as of the date of this Master Deed, the Developer does not plan to deed or dedicate those roadways or pedestrian walkways to public use and maintenance. In the event that any particular roadway or pedestrian walk in the Condominium remains private, it may be expected to require periodic maintenance, repair, re-surfacing and/or reconstruction and, subject to any right of recovery or cost-sharing provided in any other provision of this Article or elsewhere in the Condominium Documents, and to any such right as may otherwise by law exist, the Association shall be responsible to perform and bear the cost thereof as a cost of administration.

As of the date of this Master Deed, private roads in the Township are subject to an Ordinance to Regulate Private Roads, being Lyon Township Ordinance #37D-99 (the "Private Road Ordinance"). Among other things, the Private Road Ordinance requires the granting of road easements for emergency and public vehicle access, prohibits interference by abutting property owners with normal ingress and egress by other persons, permits the connection of future abutting private or public roads, provides for the future private maintenance of private roads (including, without limitation, snow and ice removal and pothole repair) and, upon the failure of the persons responsible to do so, permits the Township to maintain or repair such roads and recover its costs. The Developer or the Association may be required to execute for Walnut Creek Estates @ Woodwind Condominium and other portions of the PD Land, and thereafter to record in the Oakland County Records, one or more additional agreements with the Township concerning such matters.

The time period within which all or some of such maintenance and other measures may be required may be shortened by the shared use of such roadways or pedestrian walks by the Township and the off-site developments within the PD Land which are contemplated by the PD Agreement, including, without limitation, additional residential developments, a day care facility, additional public schools and athletic fields which may be established by the South Lyon Community Schools, the cellular tower facilities, the Water Facilities and the sanitary sewer facilities serving the Condominium. The PD Agreement and applicable laws limit the obligations of the Township and the South Lyon Community Schools, respectively, to bear or contribute to the costs that the Association may incur, and the Developer will provide no assurance that any other off-site development within the PD Land will do so.

The Developer assumes with respect to such roadways and walkways only the responsibility to construct same to the applicable standards and requirements of the Private Road Ordinance, as the same may be modified or supplemented by the PD Agreement. The PD Agreement provides that the roadways within the Project shall comply with all of the requirements specified in the Ordinance to Regulate Private Roads in effect at the time of execution of the PD Agreement, which requirements include, without limitation, minimum road width and design standards, road sign standards and the requirement that the Developer cause a private road easement agreement and a private road maintenance agreement to be executed and recorded in the Oakland County Records. The Developer provides no assurance that its compliance with such standards and requirements also will meet or exceed all requirements of the Road Commission for Oakland

County or any other municipal authority to accept any future proposed dedication of any roadway or pedestrian walkway for public use and, indeed, the Developer does not expect that the Road Commission for Oakland County or any other municipal authority will accept the responsibility for the future maintenance, repair or replacement of any of the roadways or pedestrian walkways in the Condominium.

Nevertheless, the Developer reserves the right at any time during the Development, Construction and Sales Period, and the Association shall have the right thereafter, to dedicate, or in lieu thereof, to transfer title to, the rights-of-way of any or all of the General Common Element roadways and/or General Common Element pedestrian walks to the Road Commission for Oakland County or another appropriate municipal authority for public use. Any such right-of-way dedication or transfer of title may be made 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 the Condominium Subdivision Plan recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium 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 right-of-way dedication or transfer of title. The Developer's reservation of this right to dedicate or transfer title to the General Common Element roadways and/or General Common Element pedestrian walks shall not be construed to require that the Developer or Association do so, or to increase or otherwise alter any obligation which the Developer otherwise may have under the PD Agreement with respect to the construction or installation of roads and pedestrian walks in the Condominium.

Section 6. Wetlands. The wetlands areas depicted on the Condominium Subdivision Plan shall be subject to, and shall be retained, maintained and used in conformance with, all applicable statutes, all regulations and requirements of the Michigan Department of Environmental Quality and any applicable Township ordinances. In no event shall boating, swimming or any other active recreational activity be permitted in any wetlands area. In no event shall the Association, any Co-owner or any other person destroy, alter, mow, weed or construct or erect any improvement within any portion of a Unit or the General Common Element land which is designated a wetland area or wetland fringe area. The Developer shall install, and the Association shall be responsible to maintain, signage designating the perimeter of all restricted wetland areas throughout the Condominium Premises. In addition to such powers as by law the Michigan Department of Environmental Quality may have for the enforcement of the land use restrictions described in this Section 6, and without limiting the rights conferred upon the Township by the PD Agreement and the applicable Township Zoning Ordinance, the Developer, during the Development, Construction and Sales Period, and thereafter the Association, shall be a proper party to request the entry of an injunctive order or other appropriate relief by a court of appropriate jurisdiction for the protection of wetlands and observance of the land use restrictions of this Section 6.

Section 7. Michigan Right to Farm Act Notice. The PD Land, including, without limitation, the Condominium Premises and Area of Future Development, 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 conditions, and these practices are protected by the Michigan Right to Farm Act, MCL 286.471 et. seq.

Section 8. Disclosure of Additional Uses Authorized Within PD Land. The Township, pursuant to the PD Agreement, has authorized the Developer to establish Walnut Creek Estates @ Woodwind Condominium as a site condominium project which will be a part of a mixed use development of the PD Land and may include all, or some, of the following additional uses: (a) single-family detached residential housing; (b) storm water detention and retention facilities; (c) common open spaces; (d) a public elementary school, public middle school, public high school and associated athletic fields and facilities which will be operated by the South Lyon Community Schools; (e) a potable water system, to include wells, a well house, treatment facilities and a tower, which is expected to provide potable water service to the PD Land and other areas of the Township; (f) a wastewater treatment facility (existing, but likely to be expanded) and rapid infiltration beds (two existing, additional beds anticipated); and (g) a tower which will accommodate cellular telephone service providers and other wireless communications services. It is possible that other persons or entities, including the South Lyon Community Schools, will develop and operate the other uses described above. The existence, nature and location of one or more of these uses may be material to the purchase decision of a prospective Unit purchaser in Walnut Creek Estates @ Woodwind Condominium.

Section 9. Easement Retained by Developer Over General Common Elements for Development, Construction and Sale. Except as and unless any such Common Element has been dedicated to and accepted by the Township or another municipal authority, the Developer, its successors and assigns, and all builders, if any, to which it shall specifically delegate its rights hereunder, and shall have during the Development, Construction and Sale Period, a private nonexclusive easement for the unrestricted use of all unsold Units and the General Common Element land, roadways and pedestrian walks for the purpose of: (a) developing, constructing and selling unsold Units and Condominium improvements; and (b) developing, constructing and erecting improvements upon, and selling condominium units and dwellings within, any other portion(s) of the PD Land. The Developer's reserved rights shall include, but not be limited to, the right, in furtherance of such development, construction and sales activities, to: (I) maintain and operate a sales office in the Condominium; (II) post and maintain on Common Element lands, subject to compliance with any applicable Township ordinance, sales advertising signs describing this Condominium and/or any other development within the PD Land; (III) invite onto unsold Units and Common Element lands, and provide thereon temporary parking for, construction personnel and members of the general public who are interested in the purchase of a condominium Unit or subdivision lot within the PD Land; (IV) utilize, and permit all such invitees, contractors and construction personnel to utilize, the roads and utilities in the Condominium; and (V) generally do all such additional things and utilize such of the Common Elements, not inconsistent with the use and enjoyment rights of existing Co-owners, as are necessary or beneficial to the efficient and orderly development, construction and sale of improvements within this Condominium and all other portions of the PD Land.

Notwithstanding anything contained in this Section 9 to the contrary, in no event shall Developer post any off-site signage in violation of Township ordinances used to advertise the Condominium.

Section 10. Easement Retained by Developer Over General Common Element Roadways and General Common Element Pedestrian Walks. The Developer reserves for the use and benefit of itself, its successors and assigns, with respect to portions of the PD Land located outside this Condominium which it owns, and grants for the use and benefit of the owners, their successors and assigns, of all other portions of the PD Land located outside this Condominium, together with their respective occupants and invitees, a permanent non-exclusive easement for the use of the General Common Element roadways and General Common Element pedestrian walks. All expenses incurred by the Association for the maintenance, repair, replacement and resurfacing of any such roadway or pedestrian walk shall be shared by any developed portion of the PD Land whose closest means of access to a public road is over such roadway; provided, that any such roadway or pedestrian walk has not been deeded or dedicated to and accepted for maintenance by the Road Commission for Oakland County or another municipal authority. The Co-owners of this Condominium (to be paid as a cost of administration by the Association) shall be responsible from time to time for the payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwellings in this Condominium, and the denominator of which is the sum of the number of such dwellings plus all completed dwellings that are then located outside this Condominium in another part of the PD Land and whose closest means of access to a public road is over such roadway. Although such roadways and pedestrian walks are expected to remain private, and that their maintenance, repair and re-surfacing from time to time will be shared in the manner aforesaid, the Developer anticipates that such roadways and pedestrian walks also will be utilized by the South Lyon Community Schools, the Water Company, the Township, the Michigan Department of Environmental Quality and other persons, which use may be expected to increase the frequency of maintenance, repair, re-surfacing and/or reconstruction. Unless otherwise provided by law, such persons are not required to share in or reimburse the Co-owners' costs (to be paid by the Association as aforesaid) so incurred. Nothing herein shall be deemed to impose any duty or obligation upon the South Lyon Community Schools that is not otherwise required pursuant to Michigan law.

Section 11. Easement Retained by Developer to Tap Into Utilities, to Utilize Detention Areas and for Surface Drainage; Utility Maintenance Easements and Expenses. The Developer hereby reserves for itself, its successors and assigns, and for the use and benefit of the Association and all future owners of condominium units and subdivision lots in other portions of the PD Land which at any time are developed for residential use, perpetual non-exclusive easements to utilize, tap, tie into, extend and enlarge all utility mains and laterals located on the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems, and storm and sanitary sewer mains and laterals. In the event that the Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, typing in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains and laterals described in this Article IX, Section 12 shall be shared by this Condominium and all other developed portions of the PD Land which are served by such utility

mains or laterals. The Co-owners of this Condominium (to be paid as a cost of administration by the Association) shall be responsible, from time to time, to pay a proportionate share of said expenses, which share shall be determined by, multiplying said expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all completed dwellings that are then located in all other portions of the PD Land which are developed for residential use and served by such utility mains or laterals; provided, however, that the foregoing expenses are to be so paid and shared only if and to the extent that such utilities are not owned by and such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to any of the utility mains or laterals so utilized, and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association, to the extent such leads are located in this Condominium, and by the owner or owners, or any association of owners, as the case may be, of any other developed portion of the PD Land, to the extent such leads are located therein.

The Developer also reserves the right, for so long as the sanitary sewer system serving the Condominium remains private, to grant and convey to the owner of any portion(s) of the PD Land the right to utilize, tap, tie into, extend and enlarge any sanitary sewer main or lateral, in the event the Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying in, extension or enlargement. In all other respects, the Developer may confer those rights upon such terms and conditions as the Developer shall determine, and the Developer alone shall be entitled to retain any consideration paid therefore.

The Developer also hereby reserves for the benefit of itself, its successors and assigns, a perpetual non-exclusive easement to modify the landscaping and/or grade in any portion of the Condominium Premises in order to preserve and/or facilitate surface drainage in any other developed portion of the PD Land. The Developer, its successors and assigns, shall bear all costs of such modifications. Any such modification to the landscaping and/or grade in the Condominium Premises under the provisions of this Article IX, Section 12, shall not impair the surface drainage in this Condominium.

The Association and the Township each shall have perpetual non-exclusive easements in, over, under, through and across exterior areas of the Condominium Premises to inspect, maintain and restore the adequacy of any storm water drains and other storm water facilities, and for surface water drainage. This easement is granted to enable the Association from time to time to perform its responsibilities: (i) for the operation, inspection, maintenance and repair of any drains and for surface drainage over, across and under the Condominium Premises; and (ii) to develop, establish, construct, repair, maintain, deepen, clean and widen, and to perform any associated construction activities and grading in connection with, any storm water drains or other storm water drainage facilities, in any size, form, shape or capacity, which serve the Condominium Premises and/or other developed portions of the PD Land. This easement is granted to the Township in order that the Township from time to time may inspect, and, upon thirty (30) days' prior notice (**EXCEPT IN EMERGENCY SITUATIONS**) by the Township to the Association specifying in reasonable detail the corrective action to be taken, upon the failure of the Association to do so, to perform the Association's responsibilities for the maintenance and repair

of the storm water facilities and surface drainage within the Condominium. The Association shall reimburse the Township promptly for all actual costs incurred by the Township to maintain or repair any of the storm water facilities or surface drainage within the Condominium plus, if so provided by Township ordinance or by agreement with the Association, a reasonable administrative fee therefore, promptly after receipt of a demand therefore supported by reasonable evidence of the actual costs so incurred by the Township; and, upon the failure or refusal of the Association to do so, the Township shall have the right to assess the unpaid amount pro rata among all Units in the Project and to obtain a lien against the Units for the payment thereof. All of the costs incurred by the Association, for such maintenance, operation and repair initially shall be borne by the Association as a cost of administration of the Condominium; provided, that all other portion(s) of the PD Land which are developed for residential use and served by any such storm water drain, detention pond or other storm water facility located within the Condominium for which the Association has maintenance responsibility shall reimburse the Association, from time to time, for a portion of the Association's costs incurred for its maintenance, repair and/or replacement, which proportion shall be determined by multiplying said expenses times a fraction, the numerator of which is the number of completed dwellings in such other developed portion of the PD Land and the denominator of which is the sum of the number of completed dwellings in this Condominium plus all completed dwellings that are then located in all other developed portion(s) of the PD Land which are served by such storm water drain or other storm water facility.

Section 12. Reservation of Right to Dedicate to Public Use or to Grant Easements for Use of Private Utilities. The Developer reserves the right at any time during the Development, Construction and Sales Period, and the Association shall have the right thereafter, to dedicate all, or any, of the Common Element private utilities in the Project to the Township or another appropriate municipal authority which at that time agrees to accept the same for public use, or in lieu thereof to grant easements for private utilities over, under and across the Condominium. Any such dedication or grant of easement may be made without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and the Condominium Subdivision Plan, recorded in the Oakland County Register of Deeds. All Co-owners and mortgagees 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 dedication or grant of easement. This right to dedicate or grant easements transfer title to the roadways and sidewalks in the Project in no way whatsoever obligates the Developer or Association to construct or install any private utility in a manner suitable for acceptance of such dedication by the appropriate municipal authority.

Section 13. Association Right to Grant Easements. The Association, acting through its lawfully constituted Board (including any Board acting prior to the First Annual Meeting), shall be empowered and obligated to grant such other easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary, for the benefit of the Condominium; subject, however, to the approval of the Developer during the Development. Construction and Sales Period.

Section 14. Open Space. The Developer hereby declares that, except as the Developer has proposed in this Master Deed or the Condominium Subdivision Plan for the construction, erection or installation of any building or other structure, roadway, parking lot, pedestrian walk, utility (including detention area) or other Common Element, the General Common Element land shall be owned, developed, used and retained predominantly in its natural, scenic and open space condition; provided, however, that recreational uses shall be permissible in accordance with rules and regulations promulgated by the Board of Directors of the Association pursuant to Article VI, Section 11 of the Bylaws, to the extent not forbidden by this Master Deed or any Exhibit hereto, or by the PD Agreement or any Township ordinance which is applicable to the Project.

Section 15. Telecommunications and Security Agreements. The Association, acting through its Board of Directors, and subject to the Developer's approval during the Development, Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility 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 and agreement for the provision of security services as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multi-channel multi-point distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein, and for security services to the extent the Board deems it necessary. 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 any 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 within the meaning of the Act and shall be paid over to and be the property of the Developer during the Development, Construction and Sales Period and, thereafter, of the Association.

Section 16. Entrance Easements. The Developer reserves for the use and benefit of itself, its successors and assigns, a non-exclusive easement at any time and from time to time prior to the Developer's completion of the development, construction and sale of all portions of the PD Land which are owned by it, or, if sooner, by no later than the expiration or termination of the PD Agreement, to enter upon the Condominium Premises in the vicinity of the Ten Mile Road and the Johns Road entrance to the Condominium, and thereupon to install and erect such walls, signs, structures, improvements and landscaping designating the entrance to: (a) the Condominium; (b) any other condominium or subdivision as may be established in the PD Land; and (c) any other use permitted by the PD Agreement as is established in the PD Land; provided, however, that all such structures, improvements and landscaping must conform to the Landscape Plan attached to the PD Agreement. The Association shall, as a cost of administration, inspect, maintain, repair and replace any such entrance structure, improvement or landscaping from time to time, and the Developer reserves for and grants to the Association the right for such purposes to enter upon any Unit in the Project insofar as it may reasonably be necessary in order to do so; provided, that if the Association shall fail to do so, the Developer shall retain the right, but not the obligation, to do so at any time during the time period provided in the initial sentence of this

paragraph. The Association shall allocate to any use within the PD Land all expenses of maintenance, repair and replacement of such entrance area improvements which relate solely to that use, and all other such expenses shall be shared by this Condominium and all other residential developments as are established within any portion of the PD Land; provided, that the South Lyon Community School District shall be exempt from such responsibility. The Co-owners of this Condominium (to be paid as a cost of administration by the Association) shall be responsible from time to time to pay a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwellings in this Condominium, and the denominator of which is the sum of the number of such dwellings plus all completed dwellings that are then located in all other developed portions of the PD Land.

Section 17. Sharing of Expenses. For the purposes of this Article IX, the calculation of any fraction for the sharing of pertinent expenses according to the number of dwellings located in this Condominium and the number of dwellings located in all other developed portions of the PD Land shall include only those dwellings for which a certificate of occupancy has been issued by the Township.

ARTICLE X **AMENDMENT**

Section 1. By Co-owners. This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of the Co-owners entitled to vote as of the record date for said vote, except as hereinafter set forth:

- (a) Modification of Units or Limited Common Elements. No Unit dimension may be modified without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of Limited Common Elements or the responsibility for their maintenance, repair or replacement be modified in any material way without the written consent of the Co-owner and mortgagee of each Unit to which the same are appurtenant.
- (b) Chance in Percentage of Value. The method or formula utilized to determine the percentage of value assigned any Unit for the purpose of determining the value of the Co-owner's vote and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 7(c) of the Bylaws, or as provided in Article V and Article VI hereof.
- (c) Developer Approval. During the Development, Construction and Sales Period, Article V, Article VI, Article VII, Article VIII, Article IX and this Article X shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer. During the time period referenced in the preceding sentence, no other portion of this Master Deed, the Bylaws or the Condominium Subdivision Plan may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer together with the requisite number of affirmative votes. No easements created under the Condominium Documents may be modified or

obligations with respect thereto varied without the consent of each owner benefited thereby.

Section 2. By Developer. Prior to one (1) year after expiration of the Development, Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan (Exhibit "B" hereto) in furtherance of any right expressly reserved in this Master Deed or 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 Condominium, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or of the State of Michigan and to comply with amendments to the Act.

Section 3. Mortgagee Approval. Notwithstanding any other provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only when and as required by the Act. Moreover, insofar as permitted by the Act, this Master Deed shall be construed to reserve to the Developer during the Development, Construction and Sales Period, and to the Co-owners thereafter, the right to amend this Master Deed and/or the Condominium Subdivision Plan without the consent of mortgagees, if the amendment does not materially alter or change the rights of mortgagees generally, or as may be otherwise described in the Act, notwithstanding that the subject matter of the amendment is one which in the absence of this sentence would require that mortgagees be afforded the opportunity to vote on the amendment. If, notwithstanding the preceding sentences, mortgagee approval of a proposed amendment to the Master Deed and/or Condominium Subdivision Plan is required by the Act, the amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the mortgagees of Units entitled to vote thereon. Mortgagees are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.

Section 4. Township Approval. Notwithstanding any other provision of the Condominium Documents to the contrary, any amendment to the Master Deed or the Condominium Subdivision Plan (Exhibit "B") shall be approved in writing by the Township. Such approval shall be conclusively evidenced by the recording at the Oakland County Records of an instrument granting such approval which is signed by an appropriate official of The Township and shall not be unreasonably withheld.

Section 5. Termination, Vacation, Revocation and Abandonment. The Condominium may be terminated, vacated, revoked or abandoned only with the written consent of eighty percent (80%) of the non-Developer Co-owners entitled to vote as of the record date for said vote, plus the Developer, during the Development, Construction and Sales Period, and as otherwise allowed by law.

ARTICLE XI
ASSIGNMENT

October 12, 2005

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 the Developer 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 Oakland County Register of Deeds. If any provision of this Master Deed conflicts with the PD Agreement, the provision of the PD Agreement, as applicable, shall govern. If any provision of this Master Deed conflicts with any provision of the Bylaws or the Condominium Subdivision Plan, the provisions of this Master Deed shall govern.

WALNUT CREEK ESTATES LLC
a Michigan Limited liability Company

By: _____

Robert Harris

Its: Authorized Member

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this ____ day of _____, 2005 the foregoing Master Deed was acknowledged before me by Robert Harris, the Authorized Member of Walnut Creek Estates, LLC, a Michigan Limited Liability Company, on behalf of the company.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____

Master Deed Drafted by and When Recorded Return To:
Gregory K. Need
Adkison, Need & Allen, P.L.L.C.
39533 Woodward Avenue, Suite 210
Bloomfield Hills, MI 48304
(248) 540-7400