

Page 1 of 77

TIME RECORDED 2:48 PM
DATE Mar 28 89
ROBERT M. HARRISON
COUNTY CLERK/REGISTER

MASTER DEED
OAK MEADOWS

(Act 59, Public Acts of 1978)
as amended

RECORDED
WASHTENAW COUNTY MI

Mar 28 2 48 PM '89

ROBERT M. HARRISON
COUNTY CLERK/REGISTER

LIBER 2304 PAGE 710

Washtenaw County Condominium Subdivision Plan No. 110

- (1) Master Deed establishing Oak Meadows, a Condominium Project.
- (2) Exhibit "A" to Master Deed: Condominium Bylaws of Oak Meadows.
- (3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for Oak Meadows.
- (4) Exhibit "C" to Master Deed: Proof of Service of Notice of Intent to Establish Condominium Project.

No interest in real estate being conveyed hereby, no revenue stamps are required.

THE 1988 RETURN ROLL IS NOT
YET AVAILABLE FOR EXAMINATION.
WASHTENAW COUNTY TREASURER

Washtenaw County Treasurer

Tax Certificate No. 8212

110,124.586/dab
3/8/89

MASTER DEED

OAK MEADOWS

(Act 59, Public Acts of 1978,
as amended)

This Master Deed is made and executed on this 27th day of March, 1989, by Oak Meadows Development Corporation, a Michigan corporation, of 3180 East Paris, S.E., Kentwood, Michigan 49508 (the "Developer").

W I T N E S S E T H:

WHEREAS, the Developer is engaged in the construction of an expandable condominium project to be known as Oak Meadows (the "Project"), pursuant to plans approved by the Township of Pittsfield, Michigan on a parcel of land described in Article II; and

WHEREAS, the Developer desires, by recording this Master Deed together with the Condominium Bylaws attached hereto 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, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Michigan Condominium Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Oak Meadows as a condominium project under the Act and does declare that the Project shall 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, 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 to any persons acquiring or owning an interest in said real property, their grantees, successors, heirs, personal representatives, administrators and assigns. In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

The Project is a residential condominium which will have a maximum of four hundred (400) residential units, if expanded. The four (4) buildings which comprise the first phase of the

Project, including the number, boundaries, dimensions and area of each Condominium Unit therein, are set forth completely in the Condominium Subdivision Plan, and each Unit is capable of individual utilization by having its own entrance from and exit to a common element of the Project. Until the recording of "as built" Subdivision Plan, the Developer reserves the exclusive right to change or modify the style, size and/or location of any such Unit or Limited Common Element appurtenant to any Unit without the consent of any Co-owner so long as such changes do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Common Element.

Each Co-owner in the Project shall have a particular and exclusive property right to his Unit and the Limited Common Elements appurtenant thereto, and shall have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Project as designated by this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land on which the Project is situated, and which is hereby submitted to condominium ownership pursuant to the provisions of the Act, is described as follows:

Commencing at the North 1/4 corner of Section 7, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N89°21'17"E 783.00 feet along the north line of said Section 7 and the centerline of Waters Road; thence the following two courses along the centerline of Ann Arbor-Saline Road: S42°35'40"W 1624.77 feet and S42°55'40"W 19.30 feet; thence S47°04'20"E 60.00 feet for a PLACE OF BEGINNING; thence along the southwesterly right-of-way line of proposed Oak Valley S47°04'20"E 128.00 feet; thence S22°03'20"E 101.68 feet; thence S47°04'20"E 101.80 feet; thence along the southwesterly right-of-way line of proposed Oak Valley the following two courses: 217.55 feet along the arc of a non-tangential circular curve to the left, radius 543.00 feet, chord S35°35'41"E 216.10 feet and S47°04'20"E 3.35 feet; thence S42°55'40"W 96.00 feet; thence S69°15'48"W 226.92 feet; thence S32°29'12"W 249.76 feet; thence N72°34'47"W 163.08 feet; thence N17°25'13"E 83.64 feet; thence N42°22'54"W 65.63 feet; thence N00°38'20"W 338.14 feet; thence N42°55'40"E 375.36

feet along the southeasterly right-of-way line of Ann Arbor-Saline Road (93 feet wide) to the Place of Beginning, being a part of the N 1/2 of said Section 7, containing 6.02 acres of land more or less and being subject to easements of record.

Together with and subject to a private easement for public utilities described as:

Commencing at the North 1/4 Corner of Section 7, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N89°21'17"E 783.00 feet along the north line of said Section 7 and the centerline of Waters Road; thence the following two courses along the centerline of Ann Arbor-Saline Road: S42°35'40"W 1624.77 feet and S42°55'40"W 19.30 feet; thence S47°04'20"E 60.00 feet; thence S42°55'40"W 375.36 feet along the proposed southeasterly right-of-way line of Ann Arbor-Saline Road (93 feet wide); thence S00°38'20"E 338.14 feet; thence S42°22'54"E 65.63 feet; thence S17°25'13"W 83.64 feet; thence S72°34'47"E 55.76 feet for a PLACE OF BEGINNING; thence continuing S72°34'47"E 30.03 feet; thence S14°41'04"W 77.95 feet; thence S00°54'00"E 233.56 feet; thence S03°46'42"W 165.42 feet; thence S86°56'36"E 316.65 feet; thence N89°02'00"E 235.16 feet; thence S85°43'56"E 205.07 feet; thence S53°09'10"E 196.02 feet; thence S89°58'25"E 865.59 feet; thence S00°07'15"E 30.00 feet; thence S89°02'00"W 855.00 feet; thence N53°09'10"W 221.99 feet; thence N85°43'56"W 194.93 feet; thence S89°02'00"W 234.84 feet; thence N86°56'36"W 348.08 feet; thence N03°46'42"E 194.58 feet; thence N00°54'00"W 236.44 feet; thence N14°41'04"E 83.49 feet to the Place of Beginning, being part of the N 1/2 of said Section 7 and containing 1.75 acres of land more or less.

Also together with an easement for ingress and egress over proposed Arbor-Saline Road Right-of-Way and proposed Oak Valley Right-of-Way described as:

Commencing at the North 1/4 Corner of Section 7, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N89°21'17"E 783.00 feet along the north line of said Section 7 and the centerline of Waters Road; thence the following two courses along the centerline of Ann Arbor-Saline Road: S42°35'40"W 1624.77 feet and S42°55'40"W 19.30 feet for a PLACE OF BEGINNING; thence S47°04'20"E 60.00

feet; thence S42°55'40"W 375.36 feet; thence N0°38'20"W 87.06 feet; thence N42°55'40"E 312.28 feet along said centerline of Ann Arbor-Saline Road to the Place of Beginning, being a part of the N 1/2 of said Section 7 and containing 0.47 acres of land more or less.

Commencing at the N 1/4 Corner of Section 7, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N89°21'17"E 783.00 feet along the north line of said Section 7 and the centerline of Water Road; thence S42°35'40"W 1558.07 feet along the centerline of Ann Arbor-Saline Road for a PLACE OF BEGINNING; thence S47°04'20"E 188.39 feet; thence 226.84 feet along the arc of a 543.00 foot radius circular curve to the right with chord bearing S35°06'16"E 225.20 feet; thence 190.92 feet along the arc of a 457.00 foot radius circular curve to the left with chord bearing S35°06'17"E 189.53 feet; thence S47°04'20"E 316.88 feet; thence 456.06 feet along the arc of a 607.00 foot radius circular curve to the left with chord bearing S68°35'48"E 445.41 feet; thence N89°52'45"E 311.50 feet; thence 255.95 feet along the arc of a 693.00 foot radius circular curve to the right with chord bearing S79°32'25"E 254.50 feet; thence S0°07'15"E 93.22 feet along the easterly property line of Oak Meadow; thence 257.86 feet along the arc of a 607.00 foot radius circular curve to the left with chord bearing N77°57'04"W 255.92 feet; thence S89°52'45"W 311.50 feet; thence 520.68 feet along the arc of a 693.00 foot radius circular curve to the right with chord bearing N68°35'48"W 508.52 feet; thence N47°04'21"W 316.88 feet; thence 226.84 feet along the arc of a 543.00 foot radius circular curve to the right with chord bearing N35°06'16"W 225.20 feet; thence 190.92 feet along the arc of a 457.00 foot radius circular curve to the left with chord bearing N35°06'16"W 189.53 feet; thence N47°04'20"W 188.00 feet along the northeasterly property line of said Oak Meadow; thence the following 2 courses along the centerline of said Ann Arbor-Saline Road: N42°55'40"E 19.30 feet and N42°35'40"E 66.70 feet to the Place of Beginning, being a part of the N 1/2 of said section 7 and containing 3.91 acres of land more or less.

Together with and subject to all easements and restrictions of record, and all governmental limitations.

The Developer reserves the right, at its sole option, to dedicate as a public street any or all the land subject to the aforesaid easements for ingress and egress and upon such dedication the aforesaid easement or easements for ingress and egress shall automatically terminate and thenceforth be null and void.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the Oak Meadows Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Project. As used in such documents, unless the context otherwise requires:

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

(b) "Administrator" means the Michigan Department of Commerce, designated to serve in such capacity by the Act.

(c) "Association" means the nonprofit corporation organized under the laws of Michigan, of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Project. 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.

(d) "Association Bylaws" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(e) "Common Elements", where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV. A Common Element shall not be separable from the Condominium Units or Units to which it is appurtenant.

(f) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners, which form a part of this recorded instrument.

(g) "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" hereto, recorded pursuant to the Act, and any other instrument

referred to therein which affects the rights and obligations of a Co-owner in the Project.

(h) "Condominium Property" means the land described in Article II, as amended.

(i) "Condominium Subdivision Plan" means Exhibit "B" hereto, being the site, survey and other plans showing the existing and proposed structures and improvements including the location thereof on the land, which form a part of this recorded instrument.

(j) "Condominium Unit" or "Unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed.

(k) "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns a Condominium Unit in the Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner". If a Unit is sold pursuant to a land contract which grants possession of the Unit to the vendee, the land contract vendee shall be the Co-owner of that Unit so long as such land contract is executory, except as otherwise provided in the land contract if a copy of the land contract is filed with the Association and except that the land contract vendor and vendee shall have joint and several responsibility for assessments by the Association.

(l) "Developer" means Oak Meadows Development Corporation, a Michigan corporation, which has made and executed this Master Deed, its successors and assigns.

(m) "Development Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale, or for so long as the Developer is entitled to expand the Project as provided in Article VII hereof.

(n) "General Common Elements" means those Common Elements of the Project described in Article IV(A) which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the cost of operation thereof.

(o) "Limited Common Elements" means those Common Elements of the Project described in Article IV(B) which

are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(p) "Master Deed" means this instrument, together with the exhibits attached hereto and all amendments thereof, by which the Project is submitted to condominium ownership.

(q) "Percentage of Value" means the percentage assigned to each Unit which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner in the Common Elements of the Project and the proceeds and expenses of administration.

(r) "Project" or "Condominium" means Oak Meadows, a condominium development established in conformity with the provisions of the Act.

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

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular or the plural, a reference shall also be included to the other where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project as depicted in Exhibit "B", and the respective responsibilities for maintenance, repair and replacement thereof are as follows:

A. The General Common Elements are:

(1) The land described in Article II hereof, including easement interests of the Condominium in the land provided to it for ingress and egress or otherwise, if any;

(2) The parking areas, drives, sidewalks, yards, trees, shrubs and other plantings;

(3) The electrical, telephone, television and/or cable television wiring networks throughout the common areas of the Project, including those contained within floors, ceilings and common walls;

(4) The plumbing and gas line networks throughout the common areas of the Project, including those contained within floors, ceilings and common walls;

(5) The heating and/or air-conditioning duct-works and conduits throughout the common areas of the Project, including those contained within floors, ceilings and common walls;

(6) The water distribution system, sanitary sewer system and storm drainage system serving the Project except for the public water and sanitary sewer lines owned by Pittsfield Township;

(7) The foundations, roofs, unit perimeter walls and other walls as shown on Exhibit "B", ceilings and floors (including doors and chimneys therein), entrances and exits of the Project;

(8) The sprinkling system and storm drainage system serving the Project;

(9) All other Common Elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

B. The Limited Common Elements are:

(1) The porches, patios and/or decks appurtenant to Units in the Project;

(2) The driveways leading to the garages, the garage doors and garage door openers;

(3) The doors, windows and/or screens located within any Unit and/or garage perimeter wall;

(4) The interior surfaces of Unit perimeter walls and all walls, ceilings, floors and fixtures contained within a Condominium Unit.

(5) The pipes, ducts, wiring and conduits located entirely within a Condominium Unit and servicing only such Unit; and

(6) The separate furnace, water heater, fire-place combustion chamber, chimney, air-conditioner and/or compressor located within or adjacent to a Unit and serving only such Unit.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, will be Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

C. Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are the areas and improvements identified at IV(B) above as appurtenant to a Unit or Units, to the extent located outside the boundaries of the Condominium Unit, and any other improvements constructed by the Developer and designated Limited Common Elements appurtenant to a particular Unit or Units in an amendment to the Master Deed made by Developer.

D. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(1) The costs of cleaning, decoration, maintenance and repair of the Limited Common Elements described in Article IV(B)(3), IV(B)(4), IV(B)(5), and IV(B)(6) will be borne by the Co-owner of the Unit or Units to which such Limited Common Elements are appurtenant; provided, that all building maintenance or improvements to the Unit which are visible from the exterior of the Unit shall be subject to prior approval of the Association or of any architectural control committee appointed by the Association for such purpose.

(2) The appearance of the buildings, decks, open porches, screened porches and yards will at all times be subject to the approval of the Association and, at the option of the Association, all or any part of the maintenance, cleaning and decoration of such Limited

Common Elements may be performed by the Association throughout the Project as a common expense or treated as the responsibility of each Co-owner. In the event that the Co-owner fails to maintain, clean and decorate such Limited Common Elements which are not maintained, cleaned and/or decorated by the Association as a common expense in accordance with reasonable standards established by the Association, the Association shall have the right to take such action as may be necessary to bring those Limited Common Elements up to required standards and to charge the cost thereof to the owner responsible for cleaning, decoration and/or maintenance.

(3). ~~The costs of cleaning, decoration, maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet.~~ Specifically included within the Limited Common Elements to be so maintained by the Association are structural supports and exterior walls of buildings, driveways, garage doors, and garage door openers and controls. Maintenance of driveways and walks will include clearing of snow as reasonably determined by the Association.

(4) If any Co-owner elects to construct or install any improvements to the interior of his Unit or, with the prior written consent of the Association, to the Limited Common Elements appurtenant to his Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

E. A Limited Common Element may be reassigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval thereof. All affected Co-owners must consent to such reassignment of a Limited Common Element.

F. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Association as agent and attorney in connection with all matters concerning the General Common Elements and their respective interests in the General Common Elements. Without limitation on the generality of the foregoing, the Association will have full power and authority to grant easements over or convey title to the land constituting the General Common Elements or any part thereof, accept service of process and act generally on behalf of all Co-owners, mortgagees and other interested persons in matters affecting the Condominium Property generally such as dedication of public streets and street vacation proceedings, and to execute all documents and to do all things on behalf of the Co-owners, mortgagees and other interested persons as are necessary or convenient in the exercise of such powers.

G. Except as set forth herein, Condominium Units shall not be separable from the Common Elements appurtenant thereto, and shall not be used in any manner inconsistent with the purposes of the Project or in any other way which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements appurtenant thereto.

ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

A. A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official bench mark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan as surveyed by Atwell-Hicks, Inc., consulting engineers and surveyors and designed by J. Bradley Moore and Associates Architects, Inc. The architectural plans and specifications are on file with the Township of Pittsfield, Michigan. Each Unit shall include all that space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Condominium Subdivision Plan and as delineated by detailed dimensional descriptions of the same contained by said outline, less any Common Elements contained therein. In determining dimensions, each Condominium Unit shall be measured by interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

B. The total value of the Project is 100, and each Condominium Unit in the Project as it appears on the Subdivision Plan is assigned an equal percentage thereof.

ARTICLE VI

EASEMENTS

Every portion of a Condominium Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. There shall also be permanent easements for the maintenance and repair of Common Elements, which easements shall be administered by the Association, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

The Association and/or the Developer is empowered to grant such easements, licenses, rights-of-entry and rights-of-ways over, under and across the Condominium Property for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or other lands which could have been added to the Project pursuant to Article VI or other adjoining lands. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefitted thereby.

The Developer, the Association and all public or private utilities providing utility service to the Condominium Project will have such easements as may be necessary over the Condominium Property, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration, inspection or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

Developer hereby reserves for the benefit of itself, its successors and assigns perpetual easements to enter upon and

cross the Condominium Property and lay pipes and cables and do all other things reasonably necessary to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Property, including, but not limited to, water, gas, storm and sanitary sewer mains, without regard to whether the utilization is in connection with the Condominium Project. In the event Developer, its successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Property it will be obligated to pay all of the expenses reasonably necessary to restore the Condominium Property to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement. The costs of maintenance, repair and replacement of all utilities shared by the Co-owners and the owner or owners of any land adjoining the Condominium Property will be borne by all such persons proportionately based upon the ratio of the number of residences located upon the adjoining land to the total number of residences sharing the utilities.

Developer reserves the right to grant easements for utilities over, under and across the Condominium Property to appropriate governmental agencies or public utility companies and to transfer title to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and may be evidenced by either a separate easement or document transferring title or by an appropriate amendment to the Master Deed. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably and unanimously consent to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

The Association will have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event will the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber

service fees, will be receipts affecting the administration of the Condominium Project within the meaning of the Act and will be paid over to and will be the property of the Association.

Developer hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads and walkways now or hereafter located in the Condominium Project for the purpose of ingress and egress from all or any portion of the Condominium Property in furtherance of any legitimate purpose, including development and operation of adjoining property.

Developer reserves to itself, and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Project or other development within the area of future development. No utility easement may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement will be effected by recording an appropriate amendment to this Master Deed.

ARTICLE VII

EXPANSION OF CONDOMINIUM

Area of Future Development. The Condominium Project established pursuant to the initial Master Deed consists of 30 Units and may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of 400 Units. Additional Units, if any, will be established upon all or some portion or portions of the following described land not included in the Project:

Commencing at the North 1/4 Corner of Section 7 T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N89°21'17"E 783.00 feet along the north line of said Section 7 and the centerline of Waters Road; thence the following two courses along the centerline of Ann Arbor-Saline Road: S42°35'40"W 1624.77 feet and S42°55'40"W 19.30 feet; thence S47°04'20"E 60.00 feet; thence along the southwesterly right-of-way line of proposed Oak Valley S47°04'20"E 128.00 feet for a PLACE OF

BEGINNING; thence continuing along said right-of-way line of proposed Oak Valley the following two courses: 190.92 feet along the arc of a circular curve to the right, radius 457.00 feet, chord S35°06'15"E 189.53 feet and 9.29 feet along the arc of a reverse circular curve to the left, radius 543.00 feet, chord S23°37'35"E 9.29 feet; thence N47°04'20"W 101.80 feet; thence N22°03'20"W 101.68 feet to the Place of Beginning, containing 0.08 acres of land more or less.

and

Commencing at the North 1/4 Corner of Section 7, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N89°21'17"E 783.00 feet along the north line of said Section 7 and the centerline of Waters Road; thence the following two courses along the centerline of Ann Arbor-Saline Road: S42°35'40"W 1624.77 feet and S42°55'40"W 19.30 feet; thence S47°04'20"E 60.00 feet; thence along the southwesterly right-of-way line of proposed Oak Valley the following four courses: S47°04'20"E 128.00 feet, 190.92 feet along the arc of a circular curve to the right, radius 457.00 feet, chord S35°06'15"E 189.53 feet, 226.84 feet along the arc of a reverse circular curve to the left, radius 543.00 feet, chord S35°06'16"E 225.20 feet and S47°04'20"E 3.35 feet for a PLACE OF BEGINNING; thence continuing along said right-of-way line of proposed Oak Valley the following four courses: S47°04'20"E 313.54 feet, 520.68 feet along the arc of a circular curve to the left, radius 693.00 feet, chord S68°35'48"E 508.52 feet, N89°52'45"E 311.50 feet, and 257.85 feet along the arc of a circular curve to the right, radius 607.00 feet, chord S77°57'04"E 255.92 feet; thence S00°07'15"E 536.43 feet; thence S89°02'00"W 1293.02 feet along the E-W 1/4 line of said Section 7 to the center of said Section 7; thence S00°28'25"E 655.61 feet along the N-S 1/4 line of said Section 7; thence S89°02'00"W 662.05 feet; thence N00°54'00"W 1491.51 feet; thence N89°21'40"E 120.32 feet; thence S42°22'54"E 65.63 feet; thence S17°25'13"W 83.64 feet; thence S72°34'47"E 163.08 feet; thence N32°29'12"E 249.76 feet; thence N69°15'48"E 226.92 feet; thence N42°55'40"E 96.00 feet to the Place of Beginning, containing 42.71 acres of land more or less, both parcels being part of the N 1/2 said Section 7 and being subject to easements of record.

and

Commencing at the S 1/4 corner of Section 7, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N00°28'25"W 1667.99 feet along the N-S 1/4 line of said Section for a PLACE OF BEGINNING thence continuing along said N-S 1/4 line N00°28'25"W 1000.04 feet to the center of said section 7; thence N 89°02'00"E 323.26 feet along the E-W line of said section thence S00°20'51"E 1000.06 feet along the east line of the W 1/2 of the W 1/2 of the SE 1/4 of said Section 7; thence S89°02'00"W 321.05 feet to the Place of Beginning, being a part of the W 1/2 of the SE 1/4 of said Section 7.

and

Any other land located in the S 1/2 of Section 7, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan.

(hereinafter referred to as "area of future development").

Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending no later than six years after initial recording of this Master Deed, be increased by the addition to this Condominium of all or any portion of the area of future development and the establishment of Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the residences and other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No Unit will be created within any part of the area of future development which is added to the Condominium that is not restricted exclusively to residential use.

Nothing herein contained will in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set

forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VII nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

The amendment or amendments to the Master Deed by the Developer to expand the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by the amendment. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the area of future development from the roadways located in the Project.

The amendment or amendments to the Master Deed by the Developer to expand the Condominium will also contain such provisions as Developer may determine necessary or desirable (i) to make the Project contractable and/or convertible as to portions or all of the parcel or parcels being added to the Project, (ii) to create easements burdening or benefitting portions or all of the parcel or parcels being added to the Project, and/or (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added to the Project.

A Consolidating Master Deed will be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of documents all successive stages of development. The Consolidating Master Deed, when recorded, will supersede the previously recorded Master Deed and all amendments thereto. The Consolidating Master Deed may incorporate by reference all or any pertinent portions of this Master Deed, as amended, and the Exhibits hereto, or, at the election of the Developer, may restate any or all of the provisions of this Master Deed, as amended, and the Exhibits hereto, deleting provisions or parts of provisions that have been superseded, or whose effectiveness has expired, or which benefit the Developer. If no expansion of the Condominium Project occurs, no Consolidating Master Deed need be recorded.

All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably and unanimously consent to such amendment or amendments to this Master Deed to effectuate the purpose and intent of this Article VII and to any proportionate reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons by acceptance of a deed, mortgage, land contract or other conveyance do thereby 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. Such amendment may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed, as amended, and the Exhibits hereto.

ARTICLE VIII

AMENDMENT

Except as otherwise expressly provided in this Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibits A and B amended, except as follows:

A. Amendments may be made without the consent of Co-owners or mortgagees by the Developer during the Development Period, and thereafter by the Association, as long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of (i) a modification of the types and sizes of unsold Units and their appurtenant Limited Common Elements, (ii) correcting survey or other errors, (iii) making minor changes to the boundaries of the Project and/or (iv) facilitating mortgage loan financing for existing or prospective Co-owners and to enable or facilitate the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veteran's Administration, the Department of Housing and Urban Development, any other agency of the federal government or the State of Michigan and/or any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

B. Amendments may be made by the Developer during the Development Period, and thereafter by the Association, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the votes of the Co-owners and mortgagees. A Co-owner will have one (1) vote for each Unit owned (including, as to the Developer, all Units created by the Master Deed not yet conveyed). A mortgagee will have one (1) vote for each Unit mortgaged to the mortgagee. The required two-thirds (2/3) vote will be two-thirds (2/3) of the number of Units increased by the number of Units subject to mortgages. The required votes may be achieved by written consent of the required two-thirds (2/3) of the Co-owners and mortgagees or, as to non-developer Co-owners, by consent established by a vote taken at an Association meeting or other proper method of voting on an Association matter, even if the amendment is not being made by the Association.

C. Amendments may be made without the consent of Co-owners or mortgagees by the Developer, even if such amendment will materially alter or change the rights of the Co-owners or mortgagees, to achieve compliance with the Act or with rules, interpretations or orders promulgated by the Administrator pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

D. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, 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.

E. The restrictions contained in this Article VIII on amendments will not in any way affect the rights of Developer as set forth elsewhere in this Master Deed, such as in Articles IV, VI and VII.

F. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably and unanimously consent to the Developer and/or the Association making any amendment or amendments authorized by this Master Deed to be made by the Developer or the Association respectively. All such interested persons by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably appoint the Developer and/or the Association as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed

authorized to be made by the Developer or the Association respectively, and all ancillary documents necessary to effectuate such amendments.

G. Articles VI, VII and VIII of this Master Deed may not be modified at any time without the written consent of the Developer.

H. Co-owners and mortgagees of record in Washtenaw County, Michigan will be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

I. A person causing or requesting an amendment to the Condominium Documents will be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

J. All amendments will be effective upon recording in the office of the Washtenaw County Register of Deeds.

K. A copy of each amendment to the Master Deed will be furnished to every Co-owner. However, any amendment to the Master Deed that is adopted in accordance with this Article will be binding upon all persons who have an interest in the subject irrespective of whether such persons actually receive a copy of the amendment.

IN WITNESS WHEREOF, the Developer has duly executed this Master Deed on the day and year first above written.

WITNESSES:

OAK MEADOWS DEVELOPMENT CORPORATION

Paula M. Lewison
Paula M. Lewison

By: *[Signature]*
John V. Kloosterman

Gladys E. McNeill
Gladys E. McNeill

Its Vice President and Treasurer

STATE OF MICHIGAN)
COUNTY OF KENT) ss.

On this 27th day of March, 1989, before me, a Notary Public in and for said County, appeared JOHN V. KLOOSTERMAN, to me personally known, who being by me duly sworn, did say that he is the Vice President and Treasurer of Oak Meadows Development Corporation, a Michigan corporation, which executed the within instrument; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and John V. Kloosterman further acknowledged said instrument to be the free act and deed of said corporation.

Gladys E. McNeill
Gladys E. McNeill Newaygo Co. Acting in
Notary Public, Kent County, MI

This Master Deed Drafted By: Notary Public, Kent County, MI
My Commission Expires: 9/12/92
KEITH P. WALKER
MC SHANE & BOWIE
540 Old Kent Building
Grand Rapids, MI 49503

Return to Draftsman
after recording.
110,124.587/kjn