MASTER DEED

MOON LAKE CONDOMINIUM POSS REGULEEPS PRID

0001 JUL12'03 1017074 This Master Deed is made and executes 6476his 161.00day of July. 1989. by Moon Lake Associates Limited Partnership, a Michigan limited partnership, hareinafter referred to as the "Developer." the post office address of which is 31223 Jefferson Avenue, St. Clair Shores, Michigan 48082, in Jefferson Avenue, St. Clair Shores, Michigan 48082, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit 8 (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Moon Lake Condominium as a Condominium Project under the Act and does declare that Moon Lake Condominium 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, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the Condominium Project, it is provided the follows: follows:

ARTICLE I

TITLE AND NATURE

THE STORY OF STATE The Condominium Project shall be known as Moon Lake Condominium. Oakland County Condominium Subdivision Plan No. 420 The engineering and architectural plans for the Project were approved by, and are on file with, the Township of West Bloomfield. The Condominium Project is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and

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area of each Unit therein, are set forth completely in the Condeminium Subdivision Plan. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

A part of the Northwest 1/4 of Section 13. and a part of the Northeast 1/4 of Section 14. Town 2 North. Range 9 East. Wast Bloomfield Township, Oakland County, Michigan, more particularly described as:

Commencing at the East 1/4 corner of said Section 14, for a Point of Beginning; thence South 88°16'19" West, 960.47 feet along the East and West 1/4 line of said Section 14 and the northerly boundary of Long Lake Estates No. 2, as recorded in Liber 154, Pages 16, 17, 18 and 19 of Oakland County Records; thence North 08°06'14" West, 444.98 feet; thence South 89°42'06" East, 458.93 feet; thence North 36°42'55" East, 200.00 feet; thence North 53°17'05" West, 145.00 feet; thence North 68°15'22" West, 219.44 feet; thence North 22°47'34" West, 545.00 feet to the southerly right-of-way of Long Lake Road; thence North 72°02'40" East, 87.19 feet, along the southerly right-of-way of said Long Lake Road; thence North 73°08'23" East, 868.26 feet along the southerly right-of-way of said Long Lake Road; thence North 73°08'23" East, 868.26 feet along the southerly right-of-way of said Long Lake Road; thence North 73°08'23" East, 868.26 feet along the southerly right-of-way of said Long Lake Road; thence North 73°08'23" East, 868.26 feet along the southerly right-of-way of said Long Lake Road; thence 100°06'47'50" and a chord bearing and distance of North 76'32'15" East, 203.32 feet; thence North 79°56'10" East, 330.94 feet along the southerly right-of-way of said Long Lake Road to the westerly boundary of Long Lake Estates Subdivision, as recorded in Libet 149, Pages 19, 20, 21 and 22 of Oakland County Records; thence South 01°32'29" East, 1373.17 feet along the westerly boundary of said Long Lake Estates Subdivision, and said Long Lake Estates Subdivision, and said Long Lake Estates Subdivision, 2 to the East line of said Section 14; thence South 01°26'46" East, 427.50 feet

along the East line of said Section 14 and along said Lone Lake Estates No. 2 to the Point of Reginging, subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes; also subject to all essements and restrictions of record and all governmental limitations, including a certain Hoon Lake Townhouse Condominium Agreement for One Family Clustering Option recorded at Liber 6039, Page 724, Oakland County Records.

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ARTICLE III

DEFINITIONS

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

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

Section 2. <u>Association</u>. "Association" means Moon Lake Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. <u>Bylaws</u>. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. <u>Common Flements</u>. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Moon Lake Condominium as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Moon Lake Condominium as a Condominium Project established in conformity with the Act.

Section 5. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Decd. "Consolidating Master Deed" means the final amended Master Deed which shall describe Moon Lake Condominium as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, 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, when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 19. <u>Co-owner or Owner</u>. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner".

Section 11. <u>Developer</u>. "Developer" means Moon Lake Associates Limited Partnership, a Michigan limited partnership, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 12. <u>Development and Sales Period</u>. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, shall be deemed to continue for so long as the Developer is offering any Unit in the Project for sale, has rights to expand the Project as reserved in Article VI or for so long as the Daveloper proposes to offer for sale residences with 1/2 mile of the Condominium premises, whichever is longer.

Section 13. <u>First Annual Meeting</u>. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought

before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 14. 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 which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. <u>Unit or Condominium Unit</u>. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Moon Lake Condominium, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

ARTICLE IV

COMMON ELEMENTS

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

Section 1. <u>General Common Elements</u>. The General Common Elements are:

- (a) <u>Land</u>. The land described in Article II hereof, including the driveways, roads, parking spaces and sidewalks located thereon not identified as Limited Common Elements.
- (b) <u>Electrical</u>. The electrical transmission system throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit. Also included are lighting fixtures located on the exterior of the buildings.

- (c) Telephone. The telaphone system throughout the Project up to the point of entry to each Unit.
- (d) <u>Gas</u>. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
- (e) Water. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (f) <u>Sanitary Sower</u>. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (g) Storm Sewer. The storm sewer system throughout the Project.
- (h) Telecommunications. The telecommunications system throughout the Project, up to, but not including, connections to provide service to individual Units.
- (i) <u>Construction</u>. Foundations, supporting columns, <u>Unit</u> perimeter walls (but not including windows and doors therein), roofs, ceilings, halls, floor construction between Unit levels and chimneys.
- (j) $\underline{\text{Sump}} \quad \underline{\text{Pumps}}.$ The sump pumps and related aparatus located in Unit basements.
- (k) Sprinkler System. The sprinkler system and related aparatus.
- (1) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment 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, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

- Section 2. <u>Limited Common Elements</u>. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Cwner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:
 - (a) Patio Freas. Each individual patio area in the Project is restricted in use to the Co-owner of the Unit which opens into such patio area as shown on Exhibit B hereto.
 - (b) Planting Areas. Each individual planting area in the Project is restricted in use to the Co-owner of the Unit which opens into such planting area as shown on Exhibit 8 hereto.
 - (c) Porches. Each porch in the Project is restricted in use to the Co-owner of the Unit which opens into such purch as shown on Exhibit B hereto.
 - (d) Air Conditioner Compressors. Each individual air conditioner compressor and its pad in the Project and the ground surface immediately below the same is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.
 - (e) Garage Parking Spaces and Driveways. Each parking space within each parking garage and adjacent drive area are appurtenant to a specific Unit as Limited Common Elements as such garage and drive area are designated on Exhibit B hereto with numbers which correspond to the Unit to which such garage space and adjacent drive area respectively appertain; except that the numbers assigned to the garage parking spaces located within the garage building depicted on the Condominium Subdivision Plan are for identification purposes only and may be assigned in the original warranty deed by which a Unit is conveyed, or may be assigned subsequent to the conveyance of a Unit by quit claim deed.
 - (f) Garage Doors and Garage Door Openers. Each garage door and its hardware, including garage door openers, if any, shall be limited in use to the Co-owner of the Unit serviced thereby.
 - (g) Deors and Windows. Doors, windows and window screens shall be limited in use to the Co-owners of Units to which they are attached.
 - (h) Fireplace Combustion Chambers. Fireplace combustion chambers shall be limited in use to the Units served thereby.

- (i) <u>Sidewalks</u>. Certain sidewalks shall be limited in use to the Co-owner of the Unit serviced thereby.
- (j) Interior Surfaces. The interior surfaces of Units and appurtenant garage perimeter walls, ceilings and floors contained within a Unit and its appurtenant garage shall be subject to the exclusive use and enjoyment of the Co-cwnez of such Unit.
- Section 3. <u>Responsibilities</u>. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:
 - (a) Patro Areas, Planting Areas, and Porches. The costs of maintenance, repair and replacement of each patro area, planting area, and porch, including any fences surrounding the same, described in Article IV, Section 2(a), (b) and (c) above and their contents shall be borne by the Co-owner of the Unit which spans into such area; provided, however, that the periodicity thereof and the materials and plantings utilized in connection therewith shall be determined solely by the Association which may elect, in its discretion, to be responsible for the performance of the work at the sole expense of each affected Co-owner. Co-owners may be permitted (but shall not be entitled), upon specific written approval of the Association, to construct a deck and similar improvement within the area designated on Exhibit B hereto as patic area. The precise size and type of construction of such improvements shall be approved in writing by the Association prior to construction. So long as such approved improvements do not extend beyond the Limited Common Element patic area as shown on Exhibit 5 hereto, they need not be precisely depicted on the Condominium Subdivision Plan. The Association shall not be obligated to approve any particular proposed installation and may exercise absolute discretion in approving or disapproving the same.
 - (b) Air Conditioner Compressors. The costs of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and the ground surface immediately below the same as described in Article IV, Section 2(d) above shall be borne by the Co-owner of the Unit which such air conditioner compressor services.
 - (c) <u>Doors and Windows</u>. The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows referred to in

Article IV, Section 2(q) and the costs thereof shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant.

- (d) <u>Sidewalks</u>. The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all sidewalks.
- (e) <u>Interior Surfaces</u>. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV, Section 2(j) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.
- (f) <u>Utility Costs</u>. All costs of electricity and natural gas servicing the Units shall be borne by the Co-owner of the Unit serviced by such utility.
- (g) Carage Doors, Garage Floots and Garage Door Openers. The repair, replacement and maintenance (except in cases of Co-owner fault) of all garage doors referred to in Article IV. Section 2(f) and the costs thereof shall be borne by the Association; the costs of repair, replacement and maintenance of all garage floors and garage door openers and, in cases of Co-owner fault, garage doors shall be borne by the Co-owner of the Unit to which they service.
- (h) Fireplace Combustion Chambers. The Association shall be responsible for the repair and replacement of the fireplace combustion chambers referred to in Article IV, Section 2(h) and the costs thereof; the maintenance, however, and any costs thereof, of such fireplace combustion chambers shall be borne by the Co-owner of the Unit serviced thereby.
- (i) <u>Site Lighting</u>. The costs of electricity for the exterior lighting fixtures referred to in Article IV. Section 1(b) shall be metered by the individual electric meters of the Co-owners to whose Units the same are respectively attached and shall be paid by such individual Co-owners without reimbursement therefor from the Association. Said fixtures shall be maintained, repaired and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time.

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- (j) Sump Pumps. The costs of maintenance, repair and replacement of sump pumps, including the sump pit and all piping, wiring or other material appurtenant thereto, shall he borne by the Association. A Co-owner whose Unit contains a sump pump shall not restrict the Association, the utility company or respective governmental agency from entering into the Unit to maintain, repair or replace such equipment. Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association so as to avoid preventing reasonable accessibility to such equipment. Damags to the Common Elements caused by malfunction of such equipment shall be borne by the Association, except that in the event a Co-owner should alter or add to a Common Element to the extent that the cost of repair or replacement of the damage is increased, then such Co-owner shall bear such increase in costs. Damags and clean-up to any personal property and improvements in a Unit caused by malfunction of such equipment, including, without limitation, floor tile, carpeting and wall covering shall be borne by the Co-owner. The Association shall obtain estimates regarding the cost of electricity to operate the sump gamps and the estimated cost thereof shall be reimbursed by the Association to each Co-owner of a Unit in which a sump pump is located. The Association shall be responsible for the costs of repair, replacement and/or clean-up of floor tile, carpeting, paneling, wall covering or other improvements or property in the Unit which may be damaged in the course of maintenance, repair and replacement of such equipment, provided, however, that the Association shall not be responsible for any such costs exceeding \$1.000 for any single incident. Said costs shall be considered to be costs of operation and management of the Condominium.
 - (k) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

Section 4. <u>Use of Premises</u>. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

Section 5. Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is

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Development and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such Limited Combon Elements, all at the expense of the Co-dwner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any Co-dwner, shall be assessed against such Co-dwner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Hoon Lake Condominium as prepared by Hobert Shanayda, R.L.S. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished zubfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on basement and foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Robert Enanayda, R.L.S. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in the Condominium Subdivision Plan, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

Section 2. <u>Percentage of Value</u>. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences

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between the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Moon Lake Condominium and consisting of 115 Units is intended to be the first stage of an Expandable Condominium under the Act to include all or any portions of the existing clubhouse, swimming pool, tennis courts and related amenities as either: (a) General Common Element recreational facilities to be used by the Owners; (b) as a Condominium Unit for private use of the Owner thereof or (c) a combination of (b) and (c). The "Area of future development" is described as follows:

Situated in the Township of West Bloomfield; Oakland County, Richigan, described as:

A part of the Northwest 1/4 of Section 13 and a part of the Northeast 1/4 of Section 14. Town 2 North. Range 9 East. West Blocmiteld Township, Cakland County, Michigan, more particularly described as: Commencing at the East 1/4 corner of said Section 14, for a Point of Beginning; thence South 88°15'19" West. 960.47 feet along the East and West 1/4 line of said Section 14 and the Northerly boundary of Long Lake Estates No. 2, as recorded in Liber 154, Pages 16 through 19 of Oakland County Records; thence North 08°06'14" West. 1229.96 feet to the scutherly right-of-way of Long Lake Road; thence North 72°02'40" East, 253.24 feet along the southerly right-of-way of said Long Lake Road; thence North 73°08'23" East, 868.26 feet along the southerly right-of-way of said Long Lake Road; thence along the southerly right-of-way of said Long Lake Road; thence along the southerly right-of-way of said Long Lake Road; a central angle of 06°47'50", and a chord bearing and distance of North 76°32'15" East, 203.52 feet; thence North 79°56'10" East, 330.94 feet along the southerly right-of-way of said Long Lake Road to the westerly boundary of Long Lake Estates

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Subdivision, as recorded in Liber 143, Pages 19 through 22 of Oakland County Records; thence South 61°32'29" East, 1173.17 feet along the westerly boundary of said Long Lake Estates Subdivision, and said Long Lake Estates No. 2; thence South 87°18'31" West, 505.10 feet along said Long Lake Estates No. 2 to the East line of said Section 14; thence South 01°26'46" Esst, 427.50 feet along the East line of said Section 14 and along said Long Lake Estates No. 2 to the Point of Beginning; except for any portion of such land that is included in the parcel described in Article II of this Master Deed.

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

Section 2. Increase in Number of Units and/or addition of General Common Elements. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may be increased to 116 and/or the General Common Element recreational facilities included in the Project, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed. The portion of the future development area included as well as the location, nature, appearance, design (interior and exterior) and structural components of the Unit and General Common Elements as may be established thereon shall be determined by the Developer in its sole discretion subject only if necessary to approval by the Township of West Bloomfield. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a separate condominium project 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 VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

Section 4. Amendment of Master Deed, Modification of Percentages of Value and Designation of Maintenance Responsibilities. Such expansion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in

the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. In the event a Unit is created either within the existing clubhouse or the clubhouse is established as a residential Unit, then maintenance responsibilities and reserves setforth as a part of the Association assessment shall be fairly allocated so that the Owner of the newly created Unit bears the expense associated with his Unit and his proportionate share of administrative expenses from which all Owners in the Condominium benefit. If the area of future development is included as a General Common Element, the Association assessment shall be accordingly increased to reflect the additional expense therefor. Each Co-owner shall be obligated to contribute to the maintenance, repair, operation and replacement of any portion of the Future Expansion Area included in the Condominium as General Common Element recreational facilities regardless of use by that individual.

Section 5. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development or the contractable area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractable area from the roadways and sidewalks located in the Project.

Section 6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

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Section 7. Consent of Interested Tersons. All of the Co-owners and mortgages of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Beed as may be proposed by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Eaxter Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

SUBDIVISION, CONSCLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 45 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Subdivide Units. Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

- (b) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or omendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- (c) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wail, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- (d) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such emendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary

to adequately describe the buildings and Units in the Condominium Project as so modified. All of the Co-owners and mortgages of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake:

- (a) <u>Subdivision of Units</u>. The Co-owner of a Unit may subdivide his Unit upon request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and real-locating the percentages of value (if necessary) in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Oakland County Register of Deeds.
- (b) Consolidation of Units: Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for revisw and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation

of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VII.

ARTICLE VIII

CONVERTIBLE AREAS

Section 1. <u>Designation of Convertible Areas</u>. Certain areas adjacent to individual Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six years from the date of recording this Master Deed to construct patios, decks and other similar improvements, and to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas designated for such purpose on the Condominium Subdivision Plan, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

Section 4. Amendment of Master Deed and Modification of Percentages of Value. Such conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof may be proportionately readjusted when applicable in order to

preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 5. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of terms and other provisions contained in the Master Deed and Bylaws and of General or Limited Common Elements as may be necessary to adequately describe and serve the improvements created by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article. No Unit created within the Convertible Area shall be used for commercial purposes.

Section 6. Consent of Interested Persons. All of the Co-owners and mortgages of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VIII and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE IX

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, 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. There shall be

essements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Essements Retained by Developer.

- (a) Readway Easements. The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI the closest means of access to a public road of which is over such road. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI the closest means of access to a public road of which is over such road.
- (b) Utility Pasements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, electricity, telephone, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restone the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for

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 dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI that are served by such mains.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights of entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, nowever, to the approval of the Developer during the Development and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

Section 4. Essements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such essements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market and operate any Units within the land described in Article II and Article VI hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These essements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the

foregoing, in no event shall the Board of Directors enter into any contract or agreement or great 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 fact, if any, for the privilege of installing same or sharing periodic subscriber service foes, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE X

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

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

Section 2. Mortgages Consent. Whenever a proposed amendment would materially alter or change the rights of mortgages generally, then such amendments shall require the approval of 66-2/3% of all first mortgages of record, allocating one vote for each mortgage held.

Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his

mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Sylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Daveloper and 80% of non-developer Co-owners.

Section 6. <u>Developer Approval</u>. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE XI

ASSIGNMENT

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

WITNESSES:

MOON LAKE ASSOCIATES LIMITED PARTNERSHIP. limited a Michigan partnership

By: Moon Lake, Inc., a Michigan

landa Willioms

By:

MILLIANE. Catherine Kim Shierk

Its: President

corporation, General Partner

STATE OF MICHIGAN COUNTY OF OAKLAND

On this <u>7th</u> day of July, 1989, the foregoing Master Deed was acknowledged before me by Peter J. Cubbs, President of

Moon Lake, Inc., General Partner of Moon Lake Associates Limited Partnership, a Michigan limited partnership, on behalf of the partnership.

> County, Michigan August 29, 1989 Notary Public, Dakland

My commission expires:

Master Deed drafted by:

C. Kim Shierk of DYKEMA GOSSETT 505 North Woodward Ave., Suite 3000 Bloomfield Hills, Michigan 48013

/When recorded, return to drafter

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OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 620 EXHIBIT B TO THE MASTER DEED OF MOON LAKE CONDOMINIUM WEST BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

DEVELOPER
MOON LAKE ASSOCIATES
LIMITED PARTHERSHIP
3/225 JEFFERSON AVE.
ST. CLAIR SHORES, MICHIGAN
48082

SURVEYOR ROBERT SHANAYDA REGISTERED LAND SURVEYOR 37014 KELLY RD. MT. CLEMENS, MICHIGAN 48043

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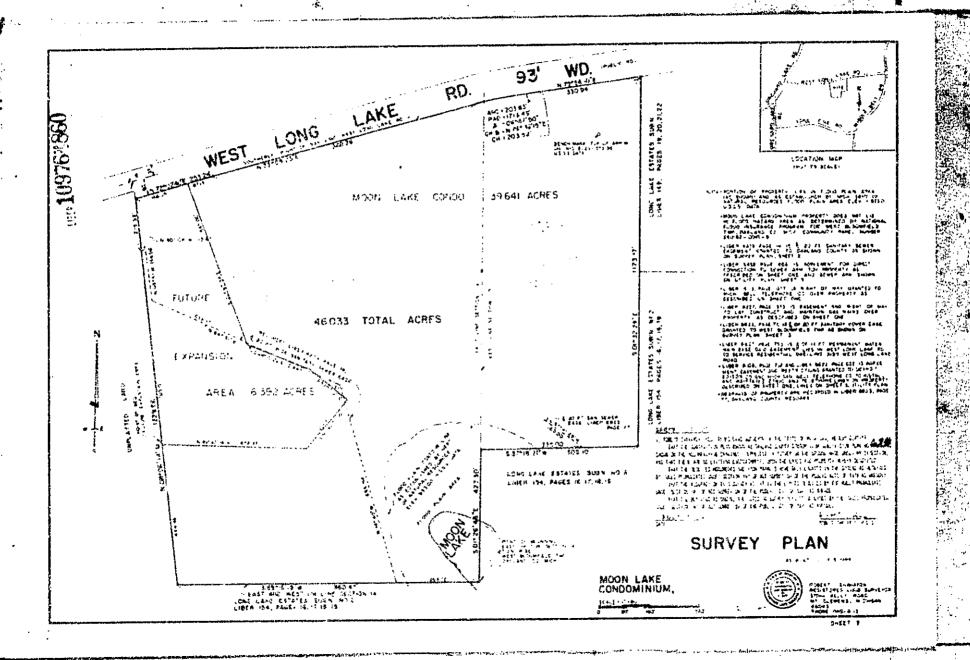
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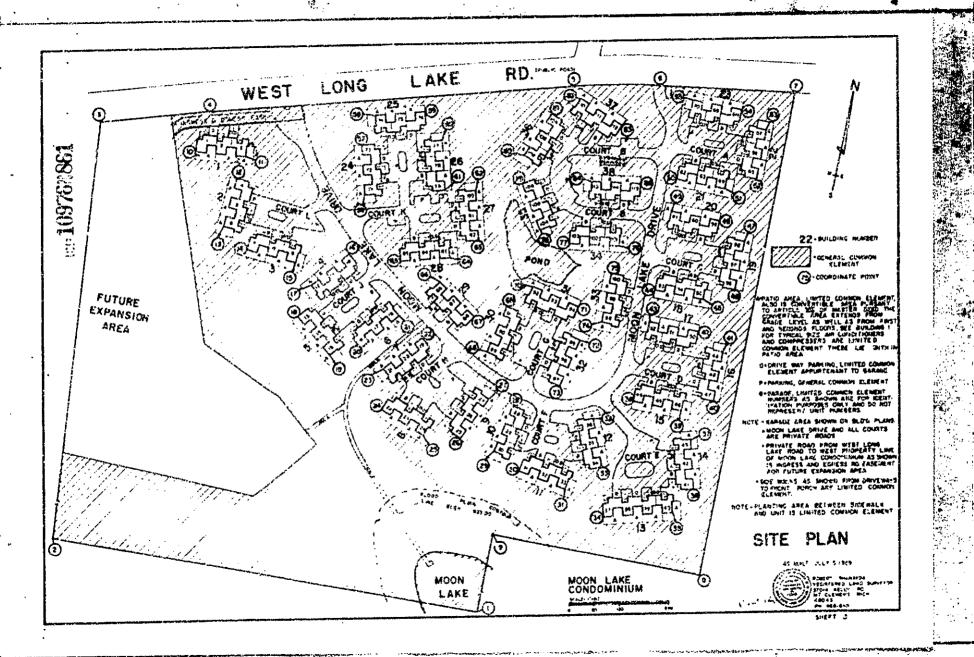


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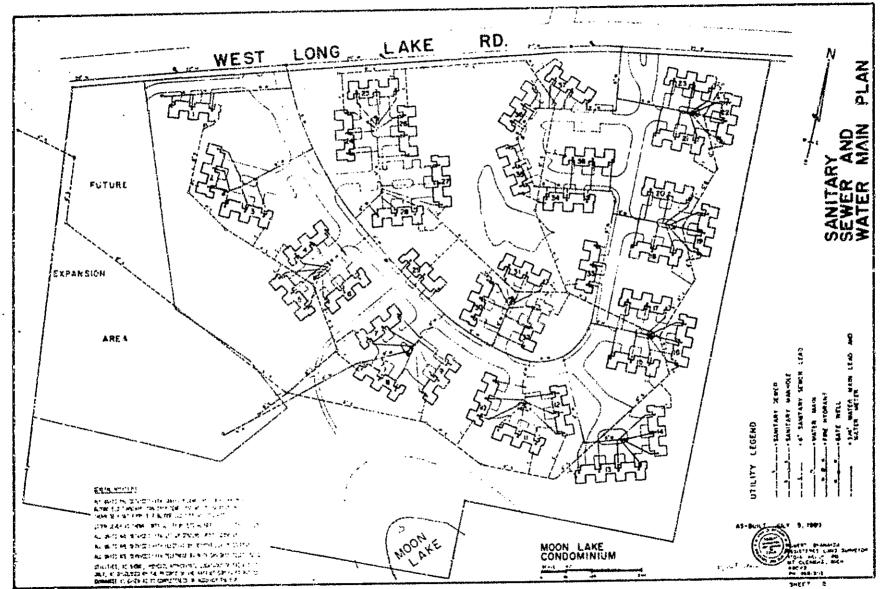
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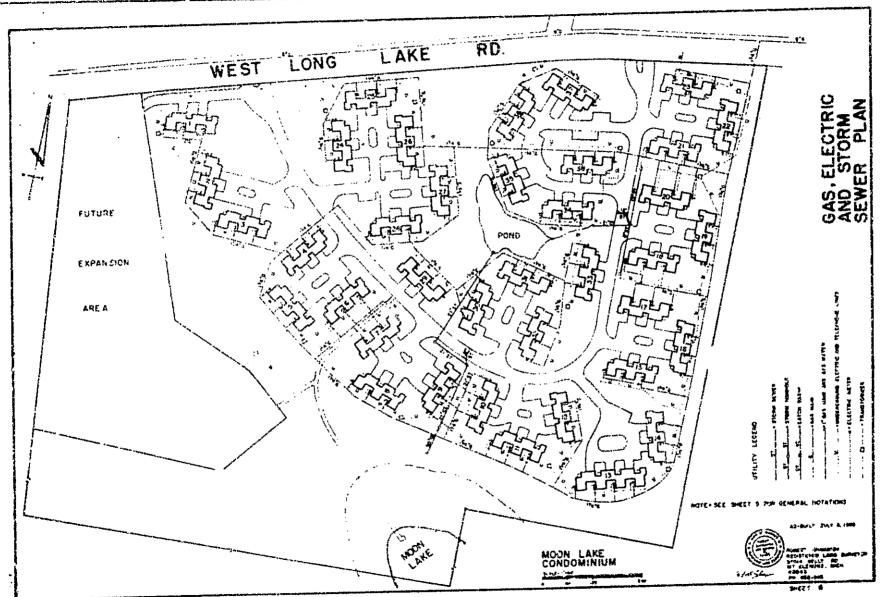
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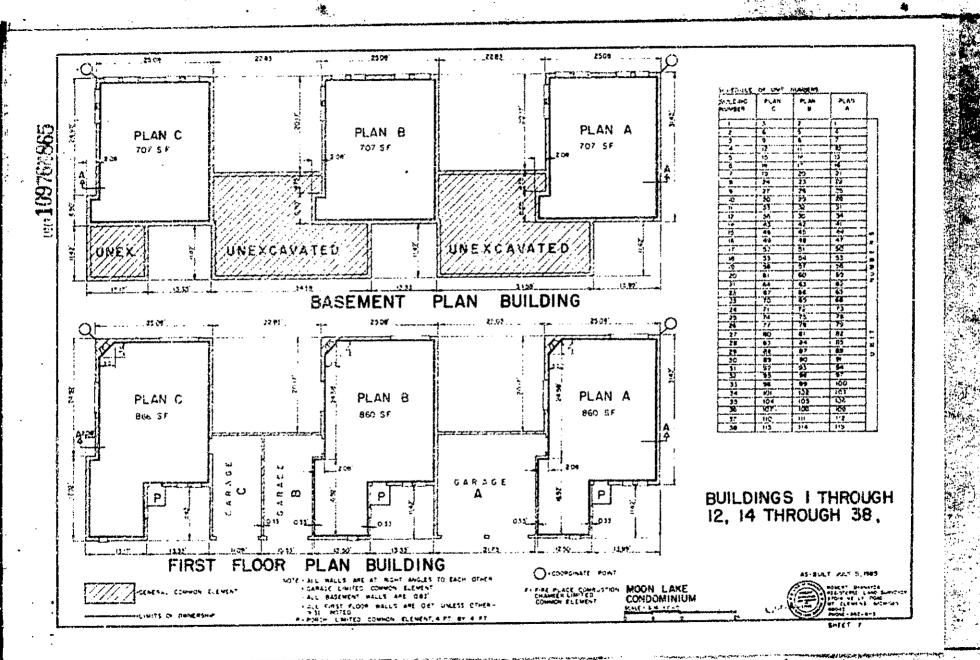
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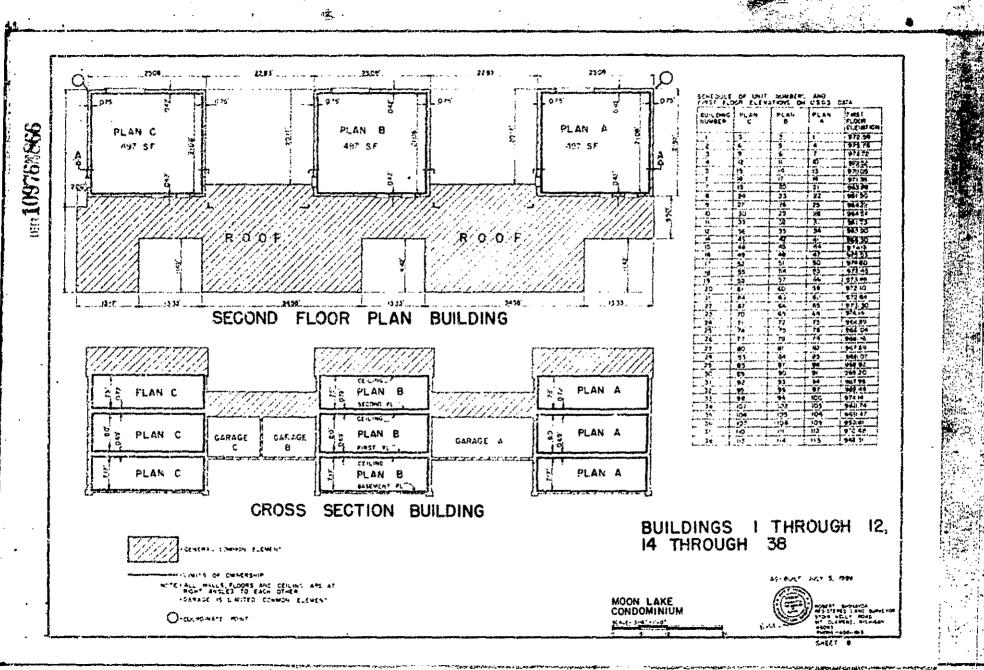
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