

COPY

USE 17072 PAGE 18-95

MASTER DEED
OF
OAKHURST

STATE OF MICHIGAN
OAKLAND COUNTY
RECORDED COPY

20 MAR 97 11:21 A.M.

This Master Deed is made and executed on this 10th day of March 1997, by OAKHURST LAND L.L.C., a Michigan limited liability company, referred to as the "Developer", whose address is 1400 N. Woodward, Suite 270, Bloomfield Hills, Michigan 48304, pursuant to the provisions of the Condominium Act (being Act 59 of the Public Acts of 1978, and all amendments thereto, hereinafter referred to as the "Act").

WITNESSETH:

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 hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a condominium project under the provisions of the Act.

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

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as OAKHURST, Oakland County Condominium Subdivision Plan No. 03. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan. The Condominium Project contains individual Units for residential purposes only, and each Unit is capable of individual utilization by virtue of having its own access from and to a Common Element. Each Co-owner in the Condominium Project shall have an exclusive right

to his Unit, and undivided and inseparable rights to share with other Co-owners the Common Elements.

ARTICLE II LEGAL DESCRIPTION

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

Part of Section 24, Township 4 North, Range 9 East, Independence Township, Michigan: Commencing at the Southwest corner of Section 24, said point being the POINT OF BEGINNING; thence along the west line of said Section 24, N 1° 31' 26" W, 2651.23 feet to the West 1/4 corner of said Section 24; thence along the west line of said Section 24, N 1° 29' 31" W, 270.08 feet; thence N 88° 30' 29" E, 60.00 feet; thence N 79° 43' 18" E, 566.45 feet; thence N 83° 12' 38" E, 84.16 feet to a non-tangent curve; thence 52.41 feet, along a curve to the right, radius 1000.00 feet, central angle 3° 00' 10", chord bearing S 5° 17' 18" E, 52.40 feet; thence N 86° 12' 44" E, 150.00 feet to a non-tangent curve; thence 644.35 feet, along a curve to the right, radius 1150.00 feet, central angle 32° 06' 11", chord bearing S 12° 15' 55" W, 635.96 feet; thence S 28° 18' 59" W, 677.46 feet; thence N 61° 41' 02" W, 150.00 feet; thence S 28° 18' 58" W, 27.86 feet to a curve; thence 275.43 feet, along a curve to the left, radius 270.00 feet, central angle 58° 26' 52", chord bearing S 0° 54' 27" E, 263.64 feet; thence S 30° 07' 53" E, 13.86 feet; thence N 59° 52' 07" E, 150.00 feet; thence S 30° 07' 53" E, 271.88 feet to a curve; thence 262.67 feet, along a curve to the right, radius 1180.00 feet, central angle 12° 45' 15", chord bearing S 23° 45' 16" E, 262.13 feet; thence S 72° 37' 22" W, 150.00 feet to a non-tangent curve; thence 58.80 feet, along a curve to the right, radius 1030.00 feet, central angle 3° 16' 16", chord bearing S 15° 44' 30" E, 58.80 feet; thence N 75° 53' 38" E, 150.00 feet to a non-tangent curve; thence 21.24 feet, along a curve to the right, radius 1180.00 feet, central angle 1° 01' 53", chord bearing S 13° 35' 26" E, 21.24 feet; thence S 13° 04' 29" E, 160.74 feet; thence S 76° 55' 31" W, 150.00 feet; thence S 13° 04' 29" E, 117.68 feet to a curve; thence 92.24 feet, along a curve to the left, radius 200.00 feet, central angle 26° 25' 32", chord bearing S 26° 17' 15" E, 91.43 feet; thence N 50° 29' 59" E, 182.45 feet; thence N 71° 22' 44" E, 287.95 feet; thence S 82° 12' 57" E, 265.40 feet; thence S 26° 12' 21" E, 554.22 feet; thence S 48° 34' 24" W, 389.83 feet; thence S 1° 23' 09" E, 60.00 feet to the south line of said Section 24; thence along the south line of said Section 24, S 88° 36' 51" W, 1170.58 feet to the POINT OF BEGINNING; containing 53.106 acres (2,313,297 square feet), more or less.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed, and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Bylaws, and Rules and Regulations, of OAKHURST OWNERS' ASSOCIATION, a Michigan non-profit

corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Condominium. Wherever used in such documents or any other pertinent instrument, the terms set forth below shall be defined as follows:

(a) "ACC" or "Architectural Control Committee" means that committee consisting of at least three persons established pursuant to Article VI of the Condominium Bylaws for the purpose of designing, implementing and controlling the architectural guidelines and procedures to be followed by all Co-owners. Such committee shall initially be appointed by the Developer during the Sales Period and, thereafter, by the Board.

(b) The "Act" or the "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended by Act 513 of the Public Acts of 1980, and Act 283 of the Public Acts of 1980, Act 4 of the Public Acts of 1982, Act 538 of the Public Acts of 1982 and any amendments thereto.

(c) "Articles of Incorporation" means the Articles of Incorporation of Oakhurst Owners' Association as filed with the Michigan Department of Commerce.

(d) "Association" means Oakhurst Owners' Association, 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. Any action required of or permitted to the Association shall be exercised by the Board unless specifically reserved to its Members by the Condominium Documents or the laws of the State of Michigan.

(e) "Association Bylaws" means the corporate bylaws of the Association.

(f) "Board" means and refers to the Association's board of directors.

(g) "Club" means and refers to certain parcels of real property located adjacent to the Condominium Project, privately owned by Oakhurst Golf L.L.C., or its legal representatives, successors or assigns, and operated on a public or private basis as a country club with recreational facilities that may include a golf course, a clubhouse, pool(s), tennis court(s), and related and supporting facilities and improvements. If the context permits or requires, the term "Club" also means and refers to the owner(s) of such property.

(h) "Common Area" means the same as Common Elements, and refers to the amenities and land for the equal use of all Co-owners.

(i) "Common Elements" means the portions of the Condominium Project other than the Condominium Units, and includes General Common Elements and Limited Common Elements.

(j) "Common Expenses" means and refers to actual and estimated expenses incurred by the Association for the benefit of all Co-owners, including a reasonable

reserve (all as may be found necessary and appropriate by the Board as expenses of administration), which will be allocated equally to all Co-owners.

(k) "Community-Wide Standard" means and refers to the standard of conduct, maintenance or other activity generally prevailing throughout the Condominium Project. Such standard may be more specifically determined by the Board and the ACC pursuant to Article VI, Section 1, of the Condominium Bylaws.

(l) "Concept Development Plan and Permit Conditions" means the Amended and Restated Concept Development Plan Text dated May 17, 1994, the Revised Concept Development Plan Map dated May 17, 1994, the Amended and Restated Permit Conditions dated May 17, 1994, the Development Agreement dated June 23, 1994, Conservation Easement dated June 21, 1994, the Affidavit Regarding Planned Residential Development Regulation Of Land dated June 21, 1994 and the PRD Ordinance Amendment; all as approved by Independence Township, subject to any revisions or amendments made thereto by Independence Township. Copies of these documents are on file with the Developer and Independence Township.

(m) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners, and required by Section 8 of the Act to be recorded as part of this Master Deed.

(n) "Condominium Documents" means and includes this Master Deed, Exhibits "A" and "B" hereto, and any other instrument referred to in this Master Deed or the Condominium Bylaws which affects the rights and obligations of a Co-owner, including, without limitation, the Articles of Incorporation, the Association Bylaws, and the Rules and Regulations, together with the Concept Development Plan and Permit Conditions.

(o) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to Oakhurst as described above.

(p) "Condominium Project", "Condominium" or "Project" means Oakhurst as an approved condominium project established in conformity with the provisions of the Act.

(q) "Condominium Subdivision Plan" means Exhibit "B" hereto.

(r) "Condominium Unit" or "Unit" each means the three dimensional space constituting a single complete Unit in Oakhurst as such space is described on Exhibit "B" hereto, designed and intended for separate ownership and use, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. The Unit does not include the land under the Unit, but the soils within the Unit are part of the Unit. All structures and improvements now or hereafter located within the boundaries of a Unit shall be wholly owned by the Co-owner of such Unit and shall not constitute Common Elements unless otherwise expressly provided in the Condominium Documents.

(s) "Consolidating Master Deed" means the final amended master deed which shall describe Oakhurst as a completed condominium project and shall reflect the entire land area in the Condominium Project, and all Units and Common Elements therein, as finally established by the Developer, and which shall express percentages of value pertinent to each Unit as ultimately readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede this Master Deed and all amendments hereto.

(t) "Co-owner" means a person, firm, corporation, partnership, association, trust or another legal entity, or any combination thereof, who or which owns one or more Condominium Units. The term "Owner" shall be synonymous with the term "Co-owner".

(u) "Developer" means Oakhurst Land L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its legal representative, successors and assigns.

(v) "Independence Township" means the Charter Township of Independence, a Michigan municipal corporation, located in Oakland County, Michigan.

(w) "Member" means a Co-owner who is a member of the Association.

(x) "Neighborhood" means and refers to each separately developed and denominated residential area comprised of one (1) or more housing types subject hereto, whether or not governed by an additional association, in which Co-owners may have common interests other than those common to all Co-owners, such as a common theme, entry feature or development name, and/or common areas and facilities not available for use by all Co-owners. For example, and by way of illustration and not limitation, each condominium, townhome, cluster home and single-family detached housing development shall constitute a separate Neighborhood.

In addition, each parcel of land intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one (1) Neighborhood upon development.

(y) "Orion Township" means the Charter Township of Orion, a Michigan municipal corporation, located in Oakland County, Michigan.

(z) "Neighborhood Assessments" means and refers to assessments levied against Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Article II, Section 5, of the Condominium Bylaws.

(aa) "Neighborhood Expenses" means, refers to and includes actual and estimated expenses incurred by the Association for the benefit of Owners of Units

within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may specifically be authorized from time to time by the Board and as more particularly authorized herein.

(bb) "Person" means and refers to a natural person, a corporation, a partnership, association, a trust or another legal entity.

(cc) "Rules and Regulations" means those rules and regulations promulgated by the Board as authorized by the Condominium Bylaws to facilitate the operation of the Condominium Project.

(dd) "Sales Period" means the period commencing with the recording of this Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

(ee) "Transitional Control Date" means the date on which a Board 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.

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

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project described in the Condominium Subdivision Plan, and the responsibility for maintenance, decoration, repair and replacement thereof, are as follows:

A. General Common Elements

The General Common Elements are:

- (1) Land: The land described in Article II hereof, except any portion or portions thereof which are identified as Limited Common Elements and Condominium Units on the Condominium Subdivision Plan, but including the land below each Unit and the Limited Common Elements.
- (2) Roads: All roads within the Condominium Project as described on the Condominium Subdivision Plan.
- (3) Other Elements: All 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 necessary to the existence

of the Project including, but not limited to, the drainage detention and retention system, the Wetlands and Natural Features Setback Areas, landscaping within common element areas, sidewalks, road signs, and school bus shelters, if any.

B. Limited Common Elements

The Limited Common Elements are:

- (1) Appurtenances: Any appurtenances to a Unit constructed to service such Unit shall be limited in use to the Co-owner of the Unit to which they are assigned by designation in the Condominium Subdivision Plan, as may be amended to reflect such construction.
- (2) Neighborhood Improvements: Any improvements which are requested by a specific Neighborhood or are only for the benefit of a specific Neighborhood, which improvements may include, without limitation, special signage, entry features, right-of-way and green space between a Neighborhood and adjacent public roads, and lakes or ponds within a Neighborhood, shall be Limited Common Elements appurtenant to only those Units which comprise such Neighborhood.

C. The respective responsibilities for installation, maintenance, decoration, repair and replacement of the Units and the Common Elements are as follows:

- (1) Co-owner Responsibility for Units and Limited Common Elements. It is anticipated that a separate residential dwelling will be constructed within each Unit in accordance with the provisions of the Condominium Documents and all applicable laws and ordinances. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit, as well as any dwelling thereon and appurtenances thereto, shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of such Unit and improvements, and any appurtenant Limited Common Elements, to the extent visible from any other Unit or Common Element shall be subject at all times to the approval of the Architectural Control Committee.
- (2) Neighborhood Responsibility. While each Neighborhood shall be primarily responsible for the installation, maintenance, decoration, repair and replacement of Neighborhood improvements, including the costs of such improvements, the Association shall be responsible for the installation, maintenance, decoration, repair and replacement of Neighborhood improvements in a manner consistent with the Community-Wide Standard in the event a Neighborhood does not fulfill its responsibilities.

- (3) No Association Responsibility for Units and Limited Common Elements. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units or the Limited Common Elements solely appurtenant thereto.
- (4) General Common Elements. All costs of decoration, maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

(a) Without limiting the generality of the foregoing, the Association shall have the responsibility, at its expense, to maintain and repair the Common Elements, including all private roads, all landscaping within the Common Elements, and to preserve and maintain all drainage, detention and retention facilities within the Common Elements so as to insure that the same continue to function as intended, and to preserve and maintain all wetlands and water courses within the Common Elements. The Association shall establish a regular and systematic program of maintenance for the Common Elements, including drainage, detention and retention facilities within the Common Elements, to ensure that the physical condition and the intended function of the Common Elements shall be perpetually preserved and maintained. The Association shall also establish a regular program and/or plan to ensure the maintenance of all wetlands and water courses within the Common Elements.

(b) In the event the Association shall at any time materially or substantially fail to carry out the responsibilities specified in paragraph (a) above, and/or in the event of a material or substantial failure to preserve or maintain the Common Elements in reasonable order and condition, Independence Township may serve written notice upon the Association setting forth the deficiencies in maintenance and/or preservation. The notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of a hearing before the Independence Township Board, or such other board, body or official delegated by the Independence Township Board, for the purpose of allowing the Association to be heard as to why Independence Township should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies, and the hearing itself, may be extended and/or continued to a date certain. If, following the hearing, the Independence Township Board, or the other board, body or official designated to conduct the hearing, shall determine that maintenance and/or

preservation have not been undertaken within the time specified in the notice, Independence Township shall thereupon have the power and authority, but not the obligation, to enter upon the Common Elements, or cause its agents or contractors to enter upon the Common Elements, and perform such maintenance and/or preservation as reasonably found by Independence Township to be appropriate. The reasonable cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by Independence Township and reasonable legal fees incurred by Independence Township, plus an administrative fee in the amount of 25 percent of the total of all costs and expenses incurred, shall be paid by the Association, and such amount shall constitute a lien on an equal pro-rata basis as to all of the Units subordinate to any mortgage liens. Independence Township may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Association, all unpaid amounts may be placed on the delinquent tax roll of Independence Township, pro-rata as to each Unit, and shall accrue interest and penalties, shall be collected as and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of Independence Township, such costs and expenses may be collected by suit initiated against the Association and, in such event, the Association shall pay all court costs and reasonable attorney fees incurred by Independence Township in connection with such suit.

D. Utility Systems and Road Access. It is intended that all of the utility lines, systems (including mains and service leads) and equipment, and the telecommunications systems, will be owned by the respective providers of such services, and such lines, systems and equipment are not intended to be Common Elements. The extent of the Developer's responsibility will be to see that telephone, electric, water, sanitary sewer and natural gas mains, and cable television transmission lines, are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within his Unit. All roads in the Condominium Project will be private roads and will be General Common Elements. The Owner of each residence constructed is required to connect such residence to the basic water supply, sanitary sewer and cable television systems.

E. Co-Owner Responsibilities.

- (1) 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.

- (2) A Condominium Unit is not separable from the Common Elements appertaining to such Unit.
- (3) A Co-owner shall not be exempt from assessment as provided in the Act by non-use or waiver of the use of any of the Common Elements, or by abandonment of his Condominium Unit.
- (4) The costs of maintenance and repair of the General Common Elements and such Limited Common Elements which shall not be specifically assessed to a Condominium Unit shall be expenses of administration to be assessed in accordance with the Condominium Bylaws.

ARTICLE V CONDOMINIUM UNIT DESCRIPTION, PERCENTAGE OF VALUE AND NEIGHBORHOODS

A. Condominium Unit Description. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan. Each Unit shall include all the space shown on the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions for each Unit are shown on the Condominium Subdivision Plan.

B. Percentage of Value. The Project consists of Units 1 through 81, inclusive. The total value of the Project is 100. Since each Unit is expected to make approximately the same demand on the common resources of the Condominium, the percentage of value assigned to each Unit is equal. This percentage of value shall be determinative of each Co-owner's respective share of the Common Elements, and the proportionate share of each respective Unit in the proceeds and expenses of administration. The value of each Co-owner's vote at meetings of the Association shall be equal.

C. Neighborhoods. Every Unit shall be located within a Neighborhood. The Units within a particular Neighborhood may be subject to additional covenants and/or the Co-owners may be members of another association (a "Neighborhood Association") in addition to the Association, but no Neighborhood Association shall be required except as otherwise required by law. Each Neighborhood, upon affirmative vote, written consent or a combination thereof of a majority of Co-owners within such Neighborhood, may request that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood, the cost of which shall be assessed against the benefited Units as Neighborhood Assessments. Each Unit shall be assigned to a Neighborhood as set forth in the Condominium Subdivision Plan.

ARTICLE VI EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant hereto and consisting of ~~eighty-one~~ (82) units is intended to be the first phase of an expansion Project to
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contain in its entirety five hundred thirty-one (531) Units with 495 Units located in Independence Township and 36 Units located in Orion Township. Additional Units, if any, will be constructed upon all or some portion of the following described land:

Land situated in the Townships of Independence and Orion, Oakland County, and State of Michigan, described as:

Parcel A

Part of Section 24, Township 4 North, Range 9 East, Independence Township, Oakland County, Michigan: Commencing at the Southwest corner of Section 24; thence along the west line of said Section 24, N01°31'26"W 2651.23 feet to the West ¼ corner of said Section 24; thence along the west line of said Section 24, N01°29'31"W 420.22 feet to the POINT OF BEGINNING; thence continuing along said line, N01°29'31"W 1554.94 feet; thence following "Walter's Clarkston - Orion Acres" recorded in Liber 64, Page 14, Oakland County Records, N 88°13'26"E 1320.79 feet along the south line of Lot 22 and N01°21'53"W 668.98 feet and N88°18'31"E 1321.03 feet along the north line of Section 24 to the North ¼ corner of said Section 24, said line also being the south line of part of Lot 18 and Lots 23 through 28, inclusive, and the west ½ right-of-way of Eston Road (86 feet wide); thence N88°27'22"E 2647.74 feet along said north line of Section 24, said line also being the south line of part of Lot 85 and Lots 86 through 88, inclusive, and Lots 48 through 54, inclusive, and the East ½ right-of-way of Eston Road (86 feet wide) and Woodview Drive (60 feet wide) of "Clarkston Ranch Estates No. 2" as recorded in Liber 182, Pages 36 through 42, inclusive, to the Northeast corner of said Section 24; thence along the east line of said Section 24, S01°34'48"E 822.52 feet; thence S88°25'12"W 512.65 feet; thence N39°12'28"W 400.00 feet; thence N11°41'58"E 269.61 feet to a non-tangent curve; thence 111.30 feet, along a curve to the right, radius 210.00 feet, central angle 30°21'57", chord bearing N63°07'03"W 110.00 feet to a reverse curve; thence 289.26 feet, along a curve to the left, radius 300.00 feet, central angle 55°14'40", chord bearing N75°33'24"W 278.18 feet; thence S13°10'44"E 153.29 feet; thence S48°03'13"W 400.82 feet to a curve; thence 214.00 feet, along a curve to the right, radius 600.00 feet, central angle 20°26'07", chord bearing S58°16'16"W 212.87 feet; thence S68°29'20"W 312.11 feet; thence S34°00'52"E 205.23 feet; thence S39°29'06"W 231.30 feet to a non-tangent curve; thence 179.39 feet, along a curve to the right, radius 450.00 feet, central angle 22°50'28", chord bearing S2°12'28"E 178.21 feet; thence S9°12'46"W 176.00 feet to a curve; thence 208.66 feet, along a curve to the left, radius 250.00 feet, central angle 47°49'13", chord bearing S14°41'50"E 202.65 feet; thence S38°36'26"E 262.66 feet; thence S51°23'34"W 150.00 feet to a non-tangent curve; thence 206.66 feet, along a curve to the left, radius 276.59 feet, central angle 42°48'38" chord bearing S73°07'14"E 201.89 feet to a reverse curve; thence 497.12 feet, along a curve to the right, radius 260.00 feet, central angle 109°32'55", chord bearing S39°45'05"E 424.78 feet; thence S15°01'23"W 97.27 feet; thence S74°58'38"E 154.59 feet; thence S10°10'45"W 510.98 feet to a curve; thence 549.33 feet, along a curve to the right, radius 500.00 feet, central angle 62°56'55", chord bearing S41°39'13"W 522.12 feet; thence S73°07'41"W 443.63 feet to a curve; thence 90.61 feet along a curve to the left radius 300.00 feet, central angle 17°18'16", chord bearing S64°28'32"W 90.26 feet; thence S55°49'25"W 238.19 feet to a curve; thence 317.05 feet, along a curve to

the right, radius 300.00 feet, central angle 60°33'06", chord bearing S86°05'58"W 302.50 feet; thence N63°37'29"W 227.01 feet to a curve; thence 185.55 feet, along a curve to the left, radius 800.00 feet, central angle 13°17'20", chord bearing N70°16'09"W 185.13 feet; thence N76°54'49"W 348.44 feet to a curve; thence 194.45 feet, along a curve to the left, radius 800.00 feet, central angle 13°55'36", chord bearing N83°52'37"W 193.97 feet; thence S89°09'35"W 64.24 feet to a curve; thence 118.75 feet, along a curve to the left, radius 150.00 feet, central angle 45°21'36", chord bearing S66°28'47"W 115.68 feet; thence N48°56'16"W 130.08 feet to a non-tangent curve; thence 353.61 feet, along a curve to the left radius 280.00 feet, central angle 72°21'30", chord bearing S6°20'57"W 330.58 feet; thence S29°49'48"E 311.63 feet; thence S82°44'16"E 453.38 feet to a curve; thence 499.87 feet, along a curve to the right, radius 375.00 feet, central angle 76°22'29", chord bearing S44°33'01"E 463.68 feet; thence S06°21'47"E 82.52 feet; thence S32°07'34"E 119.73 feet to a curve; thence 366.36 feet, along a curve to the right, radius 200.00 feet, central angle 104°57'18", chord bearing S20°21'06"W 317.25 feet; thence S72°49'44"W 294.44 feet; thence S1°23'09"E 428.04 feet to the south line of said Section 24; thence along the south line of said Section 24, S88°36'51"W 787.49 feet; thence N01°23'35"W 60.15 feet; thence N48°35'27"E 389.74 feet; thence N26°12'21"W 554.22 feet; thence N14°33'34"E 394.93 feet; thence S79°30'18"E 154.40 feet; thence N10°29'42"E 62.97 feet to a curve; thence 105.57 feet, along a curve to the left, radius 150.00 feet, central angle 40°19'30", chord bearing N09°40'03"W 103.41 feet; thence N29°49'48"W 265.39 feet; thence S60°10'12"W 150.00 feet; thence N29°49'48"W 68.91 feet to a curve; thence 1017.61 feet, along a curve to the right, radius 490.00 feet, central angle 118°59'23", chord bearing N29°39'54"E 844.35 feet; thence N89°09'35"E 345.64 feet; thence N34°02'43"E 60.11 feet to a curve; thence 189.96 feet, along a curve to the right, radius 200.00 feet, central angle 54°25'08", chord bearing N61°15'17"E 182.90 feet; thence N88°27'50"E 458.26 feet; thence N01°32'10"W 543.44 feet; thence N52°35'55"E 65.09 feet to a curve; thence 377.88 feet, along a curve to the right, radius 260.00 feet, central angle 83°16'22", chord bearing S85°45'54"E 345.49 feet; thence S88°07'27"E 723.43 feet; thence S70°00'11"E 97.17 feet; thence N15°01'22"E 131.55 feet to a curve; thence 382.40 feet, along a curve to the left, radius 200.00 feet, central angle 109°32'55", chord bearing N39°45'05"W 326.76 feet to a reverse curve; thence 277.63 feet, along a curve to the right, radius 336.59 feet, central angle 38°44'53", chord bearing N75°09'06"W 223.32 feet to a non-tangent curve; thence 408.19 feet along a curve to the right, radius 370.00 feet, central angle 63°12'32", chord bearing S70°13'45"W 387.80 feet; thence N78°09'59"W 493.28 feet; thence N01°32'10"W 125.60 feet to a curve; thence 336.96 feet, along a curve to the right, radius 200.00 feet, central angle 96°31'54", chord bearing N46°43'48"E 298.50 feet; thence S85°00'15"E 178.05 feet; thence N0°08'29"E 183.69 feet; thence N76°03'35"W 229.32 feet; thence N64°01'10"W 187.07 feet; thence S88°57'23"W 1288.32 feet; thence S51°34'24"W 134.21 feet; thence N89°41'06"W 462.49 feet; thence N52°53'17"W 140.92 feet to a non-tangent curve; thence 69.26 feet, along a curve to the left, radius 150.00 feet, central angle 26°27'12", chord bearing S21°19'54"W 68.64 feet; thence S08°06'17"W 83.08 feet to a non-tangent curve; thence 143.93 feet, along a curve to the left, radius 225.00 feet, central angle 36°39'05", chord bearing S79°46'45"W 141.49 feet; thence S61°27'12"W 109.52 feet; thence S37°21'03"E 116.54 feet to a curve; thence 472.49 feet, along a curve to the right, radius 1200.00 feet, central angle 22°33'35", chord bearing S26°04'15"E 469.44 feet;

thence S14°47'28"E 82.55 feet; thence S75°12'32"W 112.93 feet to a non-tangent curve; thence 313.53 feet, along a curve to the left, radius 336.00 feet, central angle 53°27'53", chord bearing S83°38'32"W 302.28 feet to a reverse curve; thence 112.51 feet, along a curve to the right, radius 204.00 feet, central angle 31°35'54", chord bearing S72°42'32"W 111.08 feet; thence S88°30'29"W 163.07 feet to the POINT OF BEGINNING; containing 212.14 acres (9,240,853 square feet), more or less.

AND

Parcel B

Part of Section 24, Township 4 North, Range 9 East, Independence Township, and Section 19, Township 4 North, Range 10 East, Orion Township, Oakland County, Michigan, more particularly described as follows:

Commencing at the Southwest corner of Section 24; thence along the south line of said Section 24, N88°36'51"E 2645.90 feet to the South ¼ corner of said Section 24; thence continuing along said south line, N88°36'56"E 2651.84 feet to the Southeast corner of said Section 24; thence along the east line of said Section 24 and the west line of said Section 19, N01°34'48"W 99.13 feet to the POINT OF BEGINNING; thence N82°05'32"W 261.61 feet to a curve; thence 301.65 feet, along a curve to the right, radius 200.00 feet, central angle 86°25'01", chord bearing N38°53'02"W 273.86 feet to the curve's end; thence N04°19'28"E 558.41 feet; thence N36°41'59"W 455.20 feet to a curve; thence 675.44 feet, along a curve to the right, radius 215.00 feet, central angle 180°00'00", chord bearing N53°18'01"E 430.00 feet to the curve's end; thence S36°41'59"E 118.96 feet; thence N70°47'21"E 30.84 feet to a curve; thence 384.90 feet, along a curve to the right, radius 350.00 feet, central angle 63°00'31", chord bearing S77°42'24"E 365.79 feet to the curve's end; thence S46°12'09"E 515.00 feet; thence S43°47'51"W 139.52 feet; thence S46°12'09"E 21.19 feet to a curve; thence 366.47 feet, along a curve to the right, radius 250.00 feet, central angle 83°59'17", chord bearing S04°12'30"E, 334.53 feet to the curve's end; thence S37°47'08"W 48.48 feet to a curve; thence 135.36 feet, along a curve to the left, radius 200.00 feet, central angle 38°46'39", chord bearing S18°23'49"W 132.79 feet to the curve's end; thence S00°59'31"E 88.02 feet to the south line of said Section 19; thence along the south line of said Section 19, S89°00'29"W 391.91 feet to the west line of said Section 19 and the east line of said Section 24; thence along the west line of said Section 19 and the east line of said Section 24, S01°34'48"E 200.36 feet to the POINT OF BEGINNING; containing 25.854 acres of land, more or less.

60 Foot Wide Ingress and Egress Easement for Maintenance Building

Part of the Southwest ¼ of Section 19, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan:

Commencing at the Southwest corner of Section 19; thence along the South line of said Section 19, N89°00'29"E 331.91 feet to the POINT OF BEGINNING; thence N00°59'31"W 88.02 feet to a curve; thence 175.97 feet, along a curve to the right, radius 260.00 feet, central angle 38°46'39", chord bearing N18°23'49"E 172.63 feet; thence N37°47'08"E 48.48 feet to a curve; thence 278.51 feet along a curve to the left, radius 190.00 feet, central angle 83°59'17", chord bearing N04°12'30"W 254.24 feet; thence N 46°12'09"W 21.19 feet; thence N43°47'51"E 60.00 feet; thence S46°12'09"E 21.19 feet to a curve; thence 366.47 feet, along a curve to the right, radius 250.00 feet, central angle 83°59'17", chord bearing S04°12'30"E 334.53 feet;

thence S37°47'08"W 48.48 feet to a curve; thence 135.36 feet, along a curve to the left, radius 200.00 feet, central angle 38°46'39", chord bearing S18°23'49"W, 132.79 feet; thence S0°59'31"E 88.02 feet; thence S89°00'29"W 60.00 feet to the POINT OF BEGINNING; containing 0.8758 acres (38,150.6 square feet), more or less.

Parcel "C" - Exception

Part of the Northwest ¼ of Section 19, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan; commencing at the North ¼ corner of Section 19; thence along the North and South ¼ line S01°16'02"E 1500.00 feet to the POINT OF BEGINNING; thence continuing S01°16'02"E 710.00 feet; thence S88°45'56"W 480.00 feet; thence N01°35'24"W 710.01 feet; thence N88°45'56"E 484.00 feet to the POINT OF BEGINNING, containing 7.86 acres of land and subject to easements and restrictions of record.

(hereinafter referred to as "Future Development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units may, at the option of the Developer, or its successors or assigns, from time to time, within a period ending no later than six (6) years after recording of this Master Deed, be increased by the addition to the Condominium of any portion of the Future Development and the addition of up to four hundred forty-nine(449) Units thereon. The nature, appearance and location of all such additional Units shall be determined by the Developer in its sole judgment and as may be approved by the Townships of Independence and Orion. Such increase in size of the Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of the Developer except that such adjustments shall reflect a continuing reasonable relationship based upon an equal percentage of value. Such amendment or amendments to this Master Deed shall also contain such further definitions and redefinitions of the General or Limited Common Elements as may be necessary to adequately describe and service the additional parcel or parcels being added to the Project by such amendment(s). In connection with any such amendment(s), 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 in the Project to any roadways that may be located on or planned for the Future Development, and to provide access to any Unit that is located on or planned for the Future Development from the roadways located in the Project. The Developer reserves the right to construct recreational facilities on any portion of the Future Development and, in connection with such amenities, to impose the obligation to support such amenities on all Co-owners, including those Co-owners of earlier phases of the Project, or such obligation to support particular amenities may be imposed on the respective Units in separate Neighborhoods. At the time of recording of this Master Deed it is premature to make any decision as to precise locations of the Units to be added under amendments hereto. Subject to the

provisions of the Condominium Documents, and any applicable laws and ordinances, the Developer reserves the right, in its sole discretion, to locate such Units anywhere within the Future Development and retain title to any land beyond that which is legally necessary at a minimum for density purposes to construct the Project. All of the Co-owners and mortgagees of Units, and other persons interested or to become interested in the Project from time to time, shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire master deed or the exhibits thereto, and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded master deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and the Developer (or its successors and assigns) may, in its discretion, establish all or a portion of the Future Development as a separate condominium project (or projects) or any other form of development. With the exception of any provisions in the Condominium Documents to the contrary, 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 Future Development, nor is there any obligation to add portions thereof in any particular order or to construct particular improvements thereon in any specific locations. Notwithstanding anything herein to the contrary, any future amendment of this Master Deed or its exhibits pursuant to this Article VI shall be submitted to and approved by Independence Township prior to recording.

ARTICLE VII EASEMENTS

A. Easement for Maintenance of Encroachments

There shall be reciprocal appurtenant easements for encroachment and maintenance of such encroachment as between each Unit and such portion or portions of the Common Elements adjacent thereto, or as between adjacent Units, due to unintentional placement, settling or shifting of improvements constructed, reconstructed or altered thereon (in accordance herewith) to a distance of not more than three (3) feet as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with knowledge and consent of, an Owner or occupant, or the Association.

B. Grant of Easements by Association

The Association, acting through the Board (including any Board acting prior to the Transitional Control Date), shall be empowered (and obligated to the extent that the Developer, its successors and assigns, requests any such easements, licenses, rights-of-entry or rights-of-way) to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Project, including all Units and the Common Elements, for any 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 herein; subject, however, to the approval of the Developer during the 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 benefited thereby and without the consent of the Developer during the Sales Period. Notwithstanding anything to the contrary herein, such easements shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from exercise of such easements shall promptly be repaired by and at the expense of the person exercising the easement. Exercise of such easements shall not unreasonably interfere with construction or use of any Unit, and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

C. Utilities. The Developer reserves a perpetual nonexclusive easement to benefit the Future Development for the utilization, tapping, tying into, extending and enlarging of all utility mains located in the Condominium Project, including, but not limited to, electric, cable television, water, gas, storm sewer and sanitary sewer mains. The Developer will pay all costs of such utilization, tapping, tying into, extending and enlarging, and will restore all areas thereby disturbed to their original condition immediately prior to commencement thereof, to the extent possible consistent therewith. There shall also exist other specific utility easements over the Units as depicted on the Condominium Subdivision Plan.

D. Golf Cart Path Easements. There shall exist certain golf cart path easements over the General Common Elements as depicted on the Condominium Subdivision Plan. The Developer, the Club and all other persons to whom they shall grant permission may utilize such easements for pedestrian and golf cart traffic at all times. The Developer shall have the right to determine the character of any surface within such easements, maintain the same and have access thereto with its agents, employees and maintenance vehicles at all times.

E. Easement for Golf Balls. The Units and the Common Elements are burdened with an easement permitting golf balls unintentionally to come upon the Common Elements or Units immediately adjacent to the golf course, and for golfers at reasonable times and in a reasonable manner to come upon the Common Elements or exterior portions of a Unit to retrieve errant golf balls; provided, however, that, if any Unit is fenced or walled, the golfer will seek the Owner's permission before entry. Existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Developer or the Association be held liable for any damage or injury resulting from errant golf balls or exercise of this easement.

F. Grant of Easements for Maintenance

The Developer, the Association, governmental agencies, and public and private utilities, are hereby granted easements over, under, across and through the Condominium Project, including all Units and Common Elements, as may be necessary 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 under law or to respond to any emergency. These easements include, without any implication of limitation, the right of the Association to obtain access to electrical, gas, storm sewer, telephone, water, sewer and cable television facilities, and to the Units themselves, and improvements therein.

As to the Units and yards thereof, without limiting the terms of the foregoing easement, the Association (and/or the Developer during the Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to take whatever action or actions it deems necessary to maintain, decorate, repair or replace any Unit (or any part thereof), its appurtenances, or improvements located within a Unit or any of its Limited Common Elements, in the event that the Co-owner of such Unit fails to properly maintain such Unit, its appurtenances, improvements located within such Unit or any Limited Common Elements appurtenant thereto, in accordance with the standards set forth in the Condominium Bylaws and in accordance with the Rules and Regulations, notwithstanding the fact that it is intended, in the first instance, that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair, replacement and decoration of his Unit (and appurtenant Limited Common Elements as provided in this Master Deed); and the residence, and all appurtenances and improvements, constructed or otherwise located within such Unit or such Limited Common Elements. Failure of the Association (or the Developer) to take any such immediate action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at any future time. All costs incurred by the Association or the Developer in performing any remedial action shall be assessed against the Co-owner of the Unit or Limited Common Element for which costs were incurred, such costs shall be due and payable upon demand, and a lien for non-payment shall attach against such Unit, and all appurtenances and improvements thereon, as allowed and provided under Article II of the Condominium Bylaws.

G. Unit 68 and Unit 82 - Golf Course Use Easement

The Developer, its successors and assigns, hereby reserves the right, at its election, to utilize Unit 68 and/or Unit 82 for golf course purposes and shall have the right to utilize said units in any manner consistent with a golf course operation excepting that no structures shall be erected thereon. Notwithstanding the Developer's right to utilize Units 68 and 82 for golf course purposes, the Developer as Co-owner of such Unit(s) at all times shall be responsible for the assessments set forth in the Condominium Documents.

H. Cable Television Systems. The Developer, on behalf of itself, and its nominees, successors or assigns, hereby reserves:

- (a) a perpetual, irrevocable and nonexclusive easement over the Common Elements and each Unit for placement, location, installation and maintenance of CATV Systems (as defined below); provided however, that such easement shall not unreasonably interfere with construction or use of any Unit;
- (b) the right, but not the obligation, to enter into contract(s) for construction, installation and provision of CATV Systems to serve all or portions of the Condominium Project, and to connect, from time to time, such CATV Systems to such receiving or intermediary transmission source(s) as the Developer may in its sole discretion deem appropriate;
- (c) exclusive ownership rights in and title to, and exclusive right to use, any and all CATV Systems installed or provided by the Developer, its nominees, successors or assigns, to serve all or portions of the Condominium Project, including such portions of any CATV System installed within dwellings and other structures constructed on Units; and
- (d) the nonexclusive right to enter into contracts with the Association for provision of CATV Systems and CATV Service (as defined below) to all or portions of the Condominium Project, for which the Developer, its nominees, successors or assigns, shall be entitled to charge users a reasonable fee (not to exceed any maximum charge allowable by law).

The Association may, but shall not be required to, enter into a bulk rate cable television agreement ("CATV Agreement") for provision of CATV Service to the Units within all or portions of the Condominium Project. If and to the extent basic CATV Service is provided to all Units, the costs of such service shall be expenses of administration and shall be assessed against each Unit as part of the annual assessment, regardless whether the Owner or occupant of such Unit desires cable television service. If tiers, remotes, pay channels and other services over and above basic cable service are offered by the cable provider, such services shall be handled on an individual subscriber basis and billed directly to the subscriber.

The term "CATV System," as used herein, shall mean any and all cable television systems, master television antenna systems, or other systems for reception and transmission of television signals, including, without limitation, all head-ends, switches, amplifiers, conduits, wires, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or servicing future technological advances not now known), specifically including lines located within any Unit. The term "CATV Service," as used herein, shall mean the television signals, or other transmission or service, provided by the CATV System.

The cable provider shall be permitted to pre-wire each dwelling constructed on any Unit for CATV Service (collectively, the "Pre-Wire") at its sole cost and expense.

Each Owner acknowledges that the Pre-Wire installed within the dwelling on any Unit shall be and remain personal property of the cable provider. Owners shall have no ownership interest in the Pre-Wire and the right of use thereof shall remain solely with the cable provider. Each Owner by acceptance of title to a Unit hereby grants to the cable provider designated by the Developer or the Association from time to time an irrevocable easement to install and maintain the Pre-Wire in the dwelling on such Unit, and agrees not to permit any other provider of cable television to utilize the Pre-Wire without the cable provider's prior written consent. Upon termination of any CATV Agreement, the cable provider may, but is not obligated to, remove all or any portion of the Pre-Wire within any Unit, after reasonable notice to the Owner or occupants thereof, provided no material or substantial permanent damage to such Unit would result from such removal.

I. Rights of Access and Parking. The Developer, the Association and all Co-owners grant to the Club and its members (regardless whether such members are Owners), their guests and invitees, and the Club's employees, agents, contractors and designees, at all times the right and nonexclusive easement of access and use over all roadways located within the Condominium Project reasonably necessary to travel from/to the entrance to the Condominium Project to/from the Club, respectively, and, further, over those portions of the Condominium Project (whether General Common Elements or otherwise) reasonably necessary for the operation, maintenance, repair and replacement of the Club. Without limiting the generality of the foregoing, the Club's members and permitted members of the public shall have the right to park their vehicles on the roadways located within the Condominium Project at reasonable times before, during and after golf tournaments and other similar functions held by/at the Club. Such parking shall comply with the Condominium Documents regarding parking on only one side of the street, no parking on Community Drive and such other parking regulations as may be promulgated by the Association.

J. Conservation Easement. The Developer granted to the Charter Township of Independence, a Michigan municipal corporation, a Conservation Easement, which is recorded in Liber 1701, Page 875, of the records of the Oakland County Register of Deeds, in order to ensure and promote preservation of open space, including preservation of wetlands in an undisturbed and natural condition, to mitigate the impact of development and use of the property, and to minimize the loss of wildlife, vegetation and habitat associated with open space and the property, in conjunction with the development of the Condominium Project on approximately 625 acres of land in Independence Township and approximately 180 acres of land in Orion Township.

ARTICLE VIII AMENDMENT

This Master Deed, the Condominium Bylaws and the Condominium Subdivision Plan may be amended as hereinafter set forth:

Prohibited Amendments

A. During the Sales Period, this Master Deed, the Condominium Bylaws and the Condominium Subdivision Plan shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the prior written consent of the Developer.

B. The method or formula used to determine the percentage of value of Units 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 Unit's dimensions or appurtenant Limited Common Elements may not be modified without the consent of the Co-owner thereof.

C. The responsibility for maintenance, repair or replacement of Limited Common Elements shall not be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

D. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of 67% of all first mortgagees of record, allocating one vote for each mortgage held. Any mortgagee that receives written notice of, and request from the Board to respond or consent to, any action shall be deemed to have approved such action if the Association does not receive a written response from such mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to such mortgagee by certified or registered mail, return receipt requested.

E. No amendment to the Condominium Documents shall be made which is prohibited by law.

F. Notwithstanding any provision of this Master Deed to the contrary, the prior written approval of Independence Township is required for any amendment to this subsection F of Article VIII; Article IV, A; Article IV, C, 4; Article VI, or any amendment adverse or contrary to any provision of the Concept Development Plan and Permit Conditions.

Developer's Right to Amend

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend this Master Deed with the consent of any interested mortgagee. An amendment under this section shall become effective upon the recording thereof if executed by the Developer.

B. The Developer may (without the consent of any Co-owner, mortgagee or other Person) amend this Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan in order to correct survey or other errors made in such documents, amend this Master Deed to change the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements, and make such other amendments to such instruments as do not materially affect the rights of any Co-owner or mortgagee in the Project, including, but not limited to,

amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and to enable the purchase of such mortgage loans by the Federal Home Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

C. The Condominium Documents may be amended by the Developer (without the consent of any Co-owner, mortgagee or any other Person), even if such amendment will materially alter or change the rights of the Co-owners or mortgagees, if the Developer is exercising a reserved right stated in the Condominium Documents to amend such documents to achieve specified purposes.

Co-owners' Right To Amend

The Condominium Documents may be amended by the Co-owners and the Unit mortgagees, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of sixty-six and two-thirds percent (66- 2/3%) of the Co-owners (in number) and sixty-six and two-thirds percent (66- 2/3%) of the mortgagees (a mortgagee shall have one vote for each mortgage held), unless an amendment is expressly prohibited by the Condominium Documents or by law.

Amendment Procedures

A. Amendments to the Condominium Documents may be proposed by the Developer, the Board acting upon the vote of a majority of the Directors, or one-third or more in number of the Co-owners. Upon any such amendment's being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

B. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees, in which event the costs are expenses of administration.

C. A Master Deed amendment dealing with the addition, withdrawal or modification of Units or other physical characteristics of the Project shall comply with the standards prescribed by Section 66 of the Act for preparation of an original condominium subdivision plan for the Project. Co-owners and mortgagees of record shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

D. An amendment to this Master Deed or any other recorded Condominium Document shall not be effective until the amendment is recorded. A copy of the recorded amendment shall be delivered to each Co-owner.

Relocation and Subdivision

The Developer, or any Co-owner or Co-owners, shall be permitted to relocate the boundaries between adjoining Condominium Units in accordance with Section 48 of the Act, provided that such relocation shall not violate any setback or other requirements of the applicable local zoning ordinance, the Act or the Condominium

Documents. The procedure for amendment to this Master Deed to provide for such relocation of boundaries between Condominium Units shall be as set forth in Section 48 of the Act.

Termination of the Project

A. If there is no Co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Condominium Project. A termination under this section shall become effective upon any required notice to interested parties and the recordation thereof if executed by the Developer.

B. If there is a Co-owner other than the Developer, then the Condominium Project shall be terminated only by the agreement of the Developer and consent of eighty percent (80%) of the unaffiliated Co-owners..

ARTICLE IX
ASSIGNMENT

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

WITNESSES:

OAKHURST LAND L.L.C., a
Michigan limited liability company
By: OAKHURST MANAGEMENT INC., a
Michigan corporation, a Class A
Member

Karen A. Hart

KAREN A. HART

Deborah A. Vignery

DEBORAH A. VIGNERY

By: D. Craig Valassis
D. Craig Valassis, President

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

On this 10th day of March, 1997, the foregoing Master Deed was acknowledged before me by D. Craig Valassis, President of Oakhurst

Management Inc., a Michigan corporation, a Class A Member of OAKHURST LAND L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

Lora A Chambers

LORA A. CHAMBERS
NOTARY PUBLIC-WAYNE COUNTY, MICH.
ACTING IN Oakland CO., MI
MY COMMISSION EXPIRES 01-28-98

Notary Public, Oakland Co., Michigan
My commission expires: 01-28-98

DRAFTED BY:

William W. Hofmann
Plunkett & Cooney, PC
303 Howard Street
Petoskey, MI 49770-2413

WHEN RECORDED, RETURN TO:

Susan Allene Kovach
Dykema Gossett PLLC
400 Renaissance Center
Detroit, MI 48243-1668