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EXAMINED AND APPROVED
DATE JUN 28 2017
BY SSK A/LV
AMY L. MILLER-VANDAWAKER
PLAT ENGINEER

MASTER DEED

RIDGE HILL ESTATES

THIS MASTER DEED is made and executed on this 30TH day of May, 2017 by Pinnacle-Ridge Hill LLC, a Michigan limited liability company, the address of which is 1668 S. Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48302 (hereinafter collectively referred to as "Developer"), pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

WHEREAS, 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 B (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, Developer, by recording this Master Deed, hereby establishes Ridge Hill Estates as a residential condominium project under the Act and declares that Ridge Hill Estates shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and 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 be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the condominium premises, and their grantees, successors, heirs, personal representatives and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Ridge Hill Estates, Wayne County Condominium Subdivision Plan No. 1062. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue 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 an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

DESCRIPTION OF A 20.089 ACRE PARCEL OF LAND LOCATED IN THE NORTHWEST ¼ OF SECTION 8, T1S, R8E, NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN (AS SURVEYED BY ATWELL)

Commencing at the Northwest corner of Section 8, T1S, R8E, Northville Township, Wayne County, Michigan; thence N87°30'39"E 293.00 feet along the North line of said Section 8 and the centerline of Seven Mile Road (66 feet wide) for a **PLACE OF BEGINNING**; THENCE CONTINUING N87°03'25"E (recorded as S87°30'15"E and S87°30'39"E) 584.10 feet along the North line of said Section 8 and the centerline of said Seven Mile Road; thence S02°54'10"E (recorded as S02°52'00"W and S02°31'46"W) 1147.98 feet along the West line of Grande Vista Estates, Wayne County Condominium Subdivision Plan No. 765, Master Deed recorded in Liber 40172, Page 210, Wayne County records; thence S84°34'49"W (recorded as DUE WEST 868.51 feet and S89°59'15"E) 875.52 feet along the North line of Hidden Ridge at Grande Vista Estates, Wayne County Condominium Subdivision Plan No. 800, Master Deed recorded in Liber 41327, Page 56, Wayne County records; thence N03°01'11"W (recorded as N02°24'00"E and N02°24'45"E 677.88 feet along the West line of said Section 8 and the centerline of Ridge Road (66 feet wide): thence N84°33'40"E 293.43 feet (recorded as DUE EAST 293.26 feet); thence N03°02'20"W (recorded as N02°24'00"E) 495.15 feet to the Place of Beginning, containing 20.089 acres of land more or less, being subject to the rights of the public over the Northerly 33 feet and the Westerly 33 feet thereof, as occupied by said Seven Mile Road and said Ridge Road, respectively, and being subject to easements, conditions, restrictions, and exceptions of record, if any.

ARTICLE III

DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and 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 Ridge Hill Estates Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Ridge Hill Estates. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended.

Section 3.2 "Association" means Ridge Hill Estates Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

This is to certify that there are no delinquent property taxes owed to our office on this property for five years prior to the date of this instrument. No representation is made as to the status of any tax liens or titles owed to any other offices.
No. 13284 Eric R. Johnson Not Examined
Date 6-25-17 WAYNE COUNTY TREASURER Clerk SS

Section 3.3 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is 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 allowed under the Michigan Nonprofit Corporation Act, as amended.

Section 3.4 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.5 "Condominium Documents" means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, as any or all of the foregoing may be amended from time to time.

Section 3.6 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Ridge Hill Estates.

Section 3.7 "Condominium Project", "Condominium" or "Project" are used synonymously to refer to Ridge Hill Estates.

Section 3.8 "Condominium Subdivision Plan" means Exhibit B to this Master Deed.

Section 3.9 "Consolidating Master Deed" means the final amended Master Deed which shall describe Ridge Hill Estates as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Wayne County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, Developer shall be able to satisfy any obligation to record a Consolidating Master Deed by filing a certificate in the office of the Wayne County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 3.10 "Construction and Sales Period" means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

Section 3.11 "Co-owner" means an individual, firm, corporation, partnership, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner."

Section 3.12 "Developer" means Pinnacle-Ridge Hill LLC, a Michigan limited liability company, 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 terms are used in the Condominium Documents.

However, the word "successor" as used in this Section 3.12 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.13 "Detention Basins" shall mean any detention basins which service the Condominium Project.

Section 3.14 "Entranceway Improvements" shall mean the entranceways to the Project and all entranceway monuments, signs, landscaping, irrigation systems and related improvements located at or within such entranceways, if any.

Section 3.15 "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 addressed at such meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 3.16 "Pathways" means the pathways in the Seven Mile Road and Ridge Road right-of-ways as shown on the Condominium Subdivision Plan.

Section 3.17 "PUD Agreement" means the Planned Unit Development Agreement between the Charter Township of Northville and Pinnacle-Ridge Hill LLC, dated December 8, 2016, and recorded in Liber 53465, Page 1357, Wayne County Records.

Section 3.18 "Open Space Areas" means those areas of the Condominium Project identified as Open Space areas on the Condominium Subdivision Plan.

Section 3.19 "Storm Water Drainage Facilities" means the surface water drainage system, storm drain lines and detention/sedimentation basins within the Condominium Project, including, but not limited to, the Detention Basins identified in the Condominium Documents, all storm drainage and retention/detention facilities located on the Condominium or within easements for the benefit of the Condominium, all storm sewer lines, manhole covers, storm drainage grates and drainage swales as identified on the engineering plans for the Condominium which have been approved by the Township. As provided in Section 4.1 below, the Storm Water Drainage Facilities are General Common Elements. The term "Storm Water Drainage Facilities" shall be deemed to include all inflow and outflow structures and permanent soil erosion and sedimentation control measures.

Section 3.20 "Township" means the Charter Township of Northville, Michigan.

Section 3.21 "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 Developer exceed the votes which may be cast by Developer.

Section 3.22 "Unit" or "Condominium Unit" means a single unit in the Condominium Project, as such space may be described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under the

Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

Section 4.1 General Common Elements. The General Common Elements are as follows:

(a) **Land.** The land, if any, designated in Exhibit B as General Common Elements.

(b) **Electrical.** The electrical transmission mains and wiring throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of the Unit, together with the common lighting for the Project.

(c) **Telephone.** The telephone system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(d) **Telecommunications.** The telecommunications system throughout the Project, if and when it may be installed, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(e) **Gas.** The gas distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(f) **Water.** The water distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, and all common sprinkling system fixtures and connections as well as all common sprinkling system controls, if any, for the Common Elements.

(g) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including all lift stations, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(h) **Storm Water Drainage Facilities.** The surface water drainage system, storm drain lines and detention/sedimentation basins within the Project, which are identified on Exhibit B to this Master Deed.

(i) **Landscaping.** All landscaping, berms, trees, plantings, entranceway monuments, street signs, foot bridges, all benches, tables and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.

(j) **Perimeter Fencing.** Walls, fencing or similar structures, if any, constructed or installed within the General or Limited Common Elements for the purpose of screening the Project from adjacent properties.

(k) **Easements.** All easements, if any, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise.

(l) **Roads.** The roads, sidewalks and medians within the Project, except driveways and walkways which constitute Limited Common Elements, until such time, if any, such road, streets, sidewalks and medians are dedicated to the public.

(m) **Open Space.** Those areas of the Condominium Project identified as Open Space areas on the Condominium Subdivision Plan. The Open Space areas shall be changed without the Township's prior written approval.

(n) **Other.** Such other elements of the Project not designated in this Article IV as General or Limited Common Elements which are not within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project.

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

Section 4.2 Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of one or more but not all Co-owners. The Limited Common Elements are as follows:

(a) **Electrical.** Electrical wiring, connections and components and all electrical fixtures, including, without limitation, outdoor lighting fixtures serving any porch or garage, all plugs, switches, fuse boxes or circuit breaker control panels, and any other similar item connected to the electrical system which exclusively serve a Unit and which are located outside the boundaries of a Unit.

(b) **Sanitary Sewer Plumbing Fixtures.** The sanitary sewer lines, and all plumbing fixtures located outside the boundaries of a Unit which exclusively serve such Unit.

(c) **Utility Meters.** All electrical, gas, water and telephone meters and related equipment, if any, which exclusively serve a Unit, but are located outside the boundaries of a Unit.

(d) **Porches; Decks and Patios.** Porches, including entranceway porches and steps, decks and patios which are adjacent to a Unit are restricted for the use of the Co-owner of the applicable Unit.

(e) **Air Conditioner Compressors and Pads.** Each air conditioner compressor, its pad if located outside of the boundary of a Unit and other equipment and accessories related thereto together with the ground surface immediately below any such pad, are restricted in use to the Co-owner of the Unit that such air conditioner unit services.

(f) **Driveways.** The driveway from a Road to a Unit's garage, but located outside the boundaries of such Unit shall constitute a Limited Common Element, appurtenant to and restricted for the use of the Co-owner of the Unit which is assigned to such driveway.

(g) **Walkways.** The walkway from a Unit's Limited Common Element driveway to the dwelling located within a Unit, but located outside the boundaries of such Unit, shall constitute a Limited Common Element, appurtenant to and restricted for the use of the Co-owner of the Unit which is served by such walkway(s), as shown on Exhibit B or any amendment thereto, or as otherwise determined by Developer.

(h) **Telephone.** The portion of the telephone system which is located outside of the boundaries of a Unit and which exclusively serves such Unit.

(i) **Water.** The portion of the water distribution system which is located outside of the boundaries of a Unit which exclusively serves such Unit.

(j) **Telecommunications.** The portion of the telecommunications system, if any, which is located outside the boundaries of a Unit and which exclusively serves such Unit.

(k) **Gas.** The portion of the gas distribution system which is located outside the boundaries of a Unit and which exclusively serves such Unit.

Section 4.3 Responsibilities. The respective responsibilities for the maintenance, repair and replacement of the Common Elements are as follows:

(a) **Co-owner Responsibility for Units and Limited Common Elements.** Developer anticipates that a separate residential dwelling (including an attached garage) will be constructed within each of the Units depicted on Exhibit B, together with various improvements and structures which are appurtenant to such dwelling as Limited Common Elements. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installing, maintaining, decorating, repairing and replacing any dwelling and other improvements, structures or landscaping located within a Unit or constituting a Limited Common Element which is appurtenant to such Unit shall be borne by the Co-owner of such Unit. All improvements constructed or installed within a Unit or constituting a Limited Common Element which is appurtenant

to such Unit shall be subject to the Architectural Controls described in the Bylaws and otherwise in full compliance with Article VI of the Bylaws. In connection with any amendment made by Developer pursuant to Article VI, VII or VIII of this Master Deed, Developer may designate Limited Common Elements that are to be installed, maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

(b) **Association Right to Maintain Units.** Pursuant to Section 18.3 of the Bylaws, the Association, acting through its Board of Directors, may (but has no obligation to) undertake any maintenance, repair or replacement obligation of the Co-owner of a Unit or an appurtenant Limited Common Element under this Master Deed and Bylaws, to the extent that the Co-owner has not performed such obligation, and the cost thereof shall be assessed against such Co-owner. The Association shall not be responsible for any damage to a Unit or the dwelling or appurtenances contained therein or any Limited Common Element that occurs as a result of the Association performing the unperformed obligations of the Co-owner of the Unit.

(c) **General Common Elements; Township Enforcement Rights.**

(i) Unless otherwise expressly provided in the Condominium Documents, the cost of maintaining, repairing and replacing all General Common Elements shall be borne by the Association.

(ii) In addition to the Township's rights, if any, under applicable ordinances, in the event that the Developer, the Association or any Owner fails to carry out its responsibilities and obligations under this Master Deed, the Township shall have the right to enter the Condominium Premises and take any necessary corrective action and then assess all costs, expenses and charges for the same against the responsible party, whether the Developer, the Association and/or the Owners, jointly and severally. Such charges shall include the cost and expense of making and financing such maintenance, repairs, preservation and/or compliance, including the cost of the notices by the Township and the reasonable legal fees incurred by the Township, plus an administrative fee in the amount of twenty-five (25%) percent of all the total costs and expenses so incurred, shall be paid by the responsible party, whether it is the Developer, the Association or an Owner and such amount shall constitute a lien upon the applicable portions of the Condominium Premises as determined by the Township in its reasonable discretion. The Township may require payment of such monies prior to commencement of work. If such costs and expenses have not been paid within thirty (30) days of a billing to the designated responsible party, whether it is the Developer, the Association or an Owner, all unpaid amounts may be placed on the delinquent tax roll of the Township as to the applicable portions of the Condominium as determined by the Township in its reasonable discretion, and shall accrue interest and penalties and shall be collected as, and deemed to be delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may also be collected by suit initiated against the responsible party, whether it is the Developer, the Association or an Owner and, in such event, the responsible party, whether the Developer, the Association or Owner shall pay all court costs and reasonable attorney's fees incurred by the Township in connection with such suit.

(d) **Common Lighting/Irrigation.** The cost of water and electricity for common lighting and irrigation shall be paid by the Association. With the exception of the fixtures located within Condominium Units, all light fixtures shall be maintained, repaired, renovated, restored, 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 nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(e) **Utility Services.** Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with the extension of utilities by laterals from the mains to the dwellings and other improvements located within the Units. All costs of water, electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit and Limited Common Elements to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such maintenance, repair or replacement.

(f) **Roads.** The Roads as shown on the Condominium Subdivision Plan are private and will be maintained (including, without limitation, snow removal), repaired and resurfaced, as necessary, by the Association. Developer may, but shall not be obligated to, dedicate all or some portion of the Roads to the public. At such time, if any, as the Roads are dedicated to the public, such Roads will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Wayne County Road Commission (the "WCRC"). The WCRC is not obligated to accept such Roads as public improvements. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium Project, to dedicate the road to the public by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing dedication. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

(g) **Lawn and Landscaping Maintenance.** The Association shall be responsible for maintaining, repairing or replacing lawns, General Common Element irrigation systems and all builder installed landscaping within or adjacent to a Unit and the cost thereof shall be a cost of administering the Condominium Project and shall be levied by the Association against the Units and the Co-owners as set forth in the Bylaws. The responsibility and cost of maintaining, repairing or replacing any Co-owner installed garden, flower bed or other landscaping or plantings shall be borne by the Co-owner, unless otherwise agreed in writing by the Association. Notwithstanding the foregoing, if

any General Common Element lawn, landscaping or irrigation system is altered or damaged by a Co-owner or his tenants, invitees or guests, such Co-owner shall be responsible, at his cost, for repairing and restoring such damaged or altered lawn, landscaping or irrigation system to its prior condition. If the Co-owner fails to perform such repairs and restoration and such failure is not cured within fifteen (15) days from the Co-owner's receipt of written notice from the Association, the Association shall have the right to perform such repairs or restoration and to specially assess the Co-owner for the cost of such work. In connection with any amendment made by Developer pursuant to Article VI, VII or VIII of this Master Deed, Developer may designate Limited Common Elements that are to be maintained, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

(h) **Storm Water Drainage Facilities.** Notwithstanding anything to the contrary contained in this Master Deed: (a) the Developer shall be responsible for the installation and construction of the Storm Water Drainage Facilities; (b) the Association shall be responsible for the care, maintenance, operation, inspection, repair, replacement and management of the Storm Water Drainage Facilities and maintaining the landscaping within the Detention Basins; and (c) each Owner of a Unit shall be responsible for the care, maintenance, operation, inspection, repair, installation, construction and management of any drainage facilities that exclusively serve such Owner's Unit and to maintain the finish grade of such Owner's Unit in the condition established by the builder of the dwelling on such Unit. Pursuant to the Storm Drainage Facilities Maintenance Agreement entered or to be entered into by Developer and the Township, the terms of which are incorporated herein by reference, if the Association fails to provide the necessary care, maintenance, operation, inspection, repair or replacement of the Storm Drainage Facilities, the Township shall have the right to take corrective action with respect to such failure and to assess all costs, expenses and charges for the same against the Owners or the Association and collect the same from Owners in the same manner as any property tax or assessment.

(i) **Snow Removal From Sidewalks and Driveways.** The Association shall be responsible for the removal of snow from all Limited Common Element driveways and walkways and from the sidewalks within the Project. All such costs shall be considered a cost of administering the Condominium Project and shall be levied by the Association against the Units and the Co-owners as set forth in the Bylaws.

(j) **Open Space Areas.** The Open Space Areas, including regulated woodland, wetland and/or environmental features areas shall be preserved and maintained by the Association in their natural undeveloped condition. To the extent any regulated wetlands or woodlands are present in the Open Space Areas and the Association desires to modify the same, the Association shall seek all required governmental wetlands/woodlands permit applications prior to making any such modification.

(k) **Electrical.** The responsibility for and the cost of maintaining, repairing and replacing electrical wiring, connections and components referred to in Section 4.2(a) shall be borne by the Co-owner of the Unit serviced thereby.

(l) **Sanitary Sewer Plumbing Fixtures.** The responsibility for and the cost of maintaining, repairing and replacing sanitary sewer lines and plumbing fixtures referred to in Section 4.2(b) shall be borne by the Co-owner of the Unit serviced thereby.

(m) **Utility Meters.** The responsibility for and the cost of maintaining, repairing and replacing the electrical, gas, water and telephone meters referred to in Section 4.2(c) shall be borne by the Co-owner of the Unit serviced thereby.

(n) **Porches; Decks and Patios.** The responsibility for and the cost of maintaining, repairing and replacing porches, steps, decks and patios referred to in Section 4.2(d) shall be borne by the Co-owner of the Unit serviced thereby.

(o) **Air Conditioner Compressors and Pads.** The responsibility for and the cost of maintaining, repairing and replacing the air conditioner compressor and related pad referred to in Section 4.2(e) shall be borne by the Co-owner of the Unit serviced thereby.

(p) **Driveways.** Except for snow removal as provided in Section 4.3(i), the responsibility for and the cost of maintaining, repairing and replacing a Limited Common Element driveway shall be borne by the Co-owner of the Unit that is served by such Limited Common Element driveway.

(q) **Walkways.** Except for snow removal as provided in Section 4.3(i), the responsibility for and the cost of maintaining, repairing and replacing a Limited Common Element walkway referred to in Section 4.2(g) shall be borne by the Co-owner of the Unit that is served by such Limited Common Element Walkway.

(r) **Telephone.** The responsibility for and the cost of maintaining, repairing and replacing the portions of the telephone system referred to in Section 4.2(h) shall be borne by the Co-owner of the Unit serviced thereby.

(s) **Water.** The responsibility for and the cost of maintaining, repairing and replacing the portion of the water distribution system referred to in Section 4.2(i) shall be borne by the Co-owner of the Unit serviced thereby.

(t) **Telecommunications.** The responsibility for and the cost of maintaining, repairing and replacing the portion of the telecommunications system referred to in Section 4.2(j) shall be borne by the Co-owner of the Unit serviced thereby.

(u) **Gas.** The responsibility for and the cost of maintaining, repairing and replacing the portion of the gas distribution system referred to in Section 4.2(k) shall be borne by the Co-owner of the Unit serviced thereby.

(v) **Sidewalks.** The responsibility for and the cost of maintaining, repairing and replacing a common element sidewalk referred to in Section 4.1(l) shall be borne by the Association.

(w) **Pathways.** Notwithstanding anything to contrary contained in this Master Deed, the Developer shall be responsible for the installation and construction of the Pathways, which are non-motorized pathways to be located within the Seven Mile Road

and Ridge Road right-of-ways adjacent to the Condominium, as shown on the Condominium Subdivision Plan, and the Association shall be responsible for the care, maintenance, operation, inspection, repair, replacement and management of the Pathways. Pursuant to the Non-Motorized Path Maintenance Agreement entered or to be entered into by Developer and the Township, the terms of which are incorporated herein by reference, if the Association fails to provide the necessary care, maintenance, operation, inspection, repair, replacement or management of the Pathways, the Township shall have the right to take corrective action with respect to such failure and to assess all costs, expenses and charges for the same against the Owners or the Association and collect the same from Owners in the same manner as any property tax or assessment.

Section 4.4 Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner which is 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. In addition, no Co-owner shall be entitled to alter any General Common Elements or Limited Common Elements, or construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, without the prior written approval of Developer during the Construction and Sales Period and the Association thereafter.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. The Condominium consists of thirty nine (39) Units numbered 1 through 39, inclusive. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines. Detailed architectural plans and specifications for the Project are on file with the Township.

Section 5.2 Percentage of Value. The percentage of value for each Unit shall be equal. The determination that the 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 among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-owner's respective proportionate share in the proceeds and expenses of the Association's administration and the value of such Co-owner's vote at meetings of the Association of Co-owners with respect to matters that require votes to be cast on a percentage of value basis. The total value of the Project is one hundred (100%) percent.

ARTICLE VI

CONTRACTION OF CONDOMINIUM

Section 6.1 Right to Contract. As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of thirty nine (39) Units on the land described in Article II. Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Article II and to withdraw from the Project all or some portion of the land described in Article II or all or some portion of any Area of

Development which has been incorporated within the Project. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than two (2).

Section 6.2 Withdrawal of Land. In addition to the provisions of Section 6.1, Developer unconditionally reserves the right to withdraw from the Project any portion or portions of the land described in Article II provided such land is not reasonably necessary to provide access to or otherwise serve the Units and their appurtenant Limited Common Elements, if any, included in the Project, as contracted. Developer reserves the right to use the portion of the land withdrawn, in its discretion. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land previously withdrawn.

Section 6.3 Creation of Easements. In the event of any contraction under this Article VI, Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, storm sewer, water main, sanitary sewer, gas, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Article II are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

Section 6.4 Amendment of Master Deed. Any contraction in size of the Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion. Each such amendment to the Master Deed shall proportionately readjust the percentages of value set forth in Article V, in order to reflect the total value of 100% for the Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentages of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

Section 6.5 Redefinition of Common Elements. Any amendments to the Master Deed pursuant to Section 6.4 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 Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VI, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

Section 6.6 Consent of Interested Parties. All of the Co-owners and mortgagees of

Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the 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 re-recording 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 VII

CONSOLIDATION, AND OTHER MODIFICATION OF UNITS, AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article VII. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

Section 7.1 ***Modification of Units.*** Developer may, in its sole discretion, and without obtaining the consent of any other person whatsoever (including Co-owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Section 9.1 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 7.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 7.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to IX of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 7.2 ***Consolidation or Relocation of Units.*** During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 9.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by

amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 7.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

Section 7.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VII or for other purposes.

Section 7.4 Right to Construct Amenities. Developer reserves the right to construct various amenities, including, by way of example, entranceway monuments, street signs and other signage, foot bridges, jogging or walking paths, nature trails, detention pond areas, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements (the foregoing amenities shall be collectively referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

ARTICLE VIII

EASEMENTS, AGREEMENTS AND RESTRICTIONS

Section 8.1 Easement for Utilities and Storm Water Drainage Facilities.

Developer reserves for itself, its successors and assigns, the Association, and the Township, perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium, including, without limitation, a perpetual easement for the installation, maintenance, repair and replacement of the Storm Water Drainage Facilities. Developer reserves

the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium, to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 8.2 Easements Retained by Developer.

(a) **Utility Easements.** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sewer, storm drainage, telephone, electrical, and telecommunications improvements as identified in the approved final site plan for the Project and all plans and specifications approved by the Township, as well as any amendments approved by the Township. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 8.2(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. The Co-owners of this Condominium may be responsible from time to time for the payment of a proportionate share of said expenses, (to the extent said expenses are not paid by a governmental agency or public utility) which shall be determined by Developer in its reasonable discretion.

(b) **Additional Easements.** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, nature trails, water mains, sanitary sewers, storm drains, retention basins, water wells serving Common Elements, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto as identified in the approved final site plan for the Project and all plans and specifications approved by the Township, as well as any amendments thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons,

irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 8.3 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 as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 8.4 Easements for Maintenance, Repair and Replacement. Developer, the Association, and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 8.5 Telecommunications Agreements. The Developer, during the Construction and Sales Period, and the Association, acting through its duly constituted Board of Directors, thereafter, 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 to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, 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 Developer during the Construction and Sales Period (unless assigned by the Developer to the Association) and the Association thereafter.

Section 8.6 Association Assumption of Obligations. The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 8.7 Emergency Vehicle and School Bus Access Easements. There shall exist for the benefit of the Township, the County of Wayne and any emergency service agency,

an easement over all Roads in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium and Owners thereof. In addition, Developer reserves for the benefit of any private or public school system an easement over all roads in the Condominium for use by private or public school busses. Said easement shall be for purposes of ingress and egress to provide school bus services to the Condominium Project and Co-owners thereof. The foregoing easements shall in no way be construed as a dedication of the roads or driveways to the public.

Section 8.8 Sign Easement. Developer reserves for the benefit of itself, its successors and assigns, an easement to construct and maintain anywhere within the Project one or more signs advertising Condominium Units in the Project.

Section 8.9 Termination of Easements. Developer reserves the right, during the Construction and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE IX

AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

Section 9.1 Co-owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant.

Section 9.2 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees 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 or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage

Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 9.3 Change in Value of Vote, and Percentages 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 such consent, except for a modification made in connection with the contraction of the Project or consolidation or modification of Units under Article VI or VII of this Master Deed.

Section 9.4 Mortgagee Approval. Pursuant to Section 90(2) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each mortgagee shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

- (a) The termination of the Condominium Project.
- (b) A change in the method of formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.
- (d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.
- (e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.
- (f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

Section 9.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-owners.

Section 9.6 Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer.

Section 9.7 Township Approval. The Condominium shall be developed in accordance with the Township approved site plan. Notwithstanding anything to the contrary in this Master Deed, no amendment to the approved site plan or any amendment to this Master Deed which would modify the terms of Sections 4.3(c)(ii), 4.3(h), 4.3(w), 8.7 or this Section of this Master Deed shall be effective unless and until such amendment is approved in writing by the Township.

ARTICLE X

CONVERTIBLE AREAS

The Condominium is established as a convertible condominium in accordance with the provisions of this Article:

Section 10.1 Convertible Areas. The General Common Elements are designated on the Condominium Subdivision Plan as Convertible Areas within which Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article X. The Developer reserves the right, but not an obligation, to convert the Convertible Areas. The maximum number of Units that may be created in the Convertible Areas is zero, although Units may be expanded and modified as provided in this Article X. The number of Units in the Condominium may decrease, but shall not increase, as a result of the conversion of the Convertible Areas.

Section 10.2 Modification. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements. The changes in the Common Elements could include (by way of illustration and not limitation) construction of court yards, patios, decks, porches and other amenities on any portion of the Convertible Areas.

Section 10.3 Restrictions. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinance or building authorities.

Section 10.4 Compatible Structures. The extent to which any structure erected on any portion of the Convertible Areas is compatible with structures included in the Master Deed is not limited by Section but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities.

Section 10.5 Co-owner Consent. The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably

appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and not further notice of such amendment shall be required.

Section 10.6 Percentage of Value. All modifications to Units and Common Elements made pursuant to this Article X 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, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article V of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements as may be necessary to describe adequately and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article X.

ARTICLE XI

DEVELOPER'S RIGHT TO USE FACILITIES

Developer, its successors and assigns, agents and employees may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.


ARTICLE XII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 Developer to and assumed by 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 Wayne County Register of Deeds.

(Signature Page to Follow)

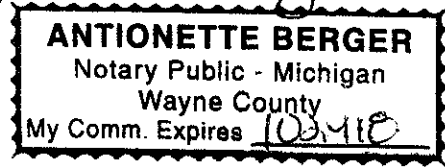
PINNACLE-RIDGE HILL LLC
a Michigan limited liability company

By: 
Howard Fingerroot
Its: Manager

STATE OF MICHIGAN)
)ss
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 30 day of May, 2017, by Howard Fingerroot, the Manager of Pinnacle-Ridge Hill LLC, a Michigan limited liability company, on behalf of such company.


Notary Public



DRAFTED BY AND WHEN RECORDED RETURN TO:
Duncan P. Ogilvie, Esq.
Seyburn Kahn, P.C.
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