MASTER DEED

GRAND RESERVE
(A Residential Condominium)

GENESEE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 396

This Master Deed is made and executed on AUGUST 29, 2006 by Pulte Land Company, LLC, a Michigan limited liability company ("Developer"), whose address is 450 W. Fourth Street, Royal Oak, Michigan 48067, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 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.

Developer does, upon recording this Master Deed, establish Grand Reserve as a Condominium Project under the Act and declares that Grand Reserve (referred to as the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used 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 Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

The Project consists of 278 Units which are the individual sites on which residential dwellings and other improvements may be constructed. Each Condominium Unit consists only of the land within the perimeter of the Unit and each Unit is capable of individual use because it
has access to a private road or Common Element of the Condominium and the public roads providing access to the Condominium. Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and to the dwelling and other improvements located on it, to the extent such improvements are not designated in the Master Deed as Common Elements, and an undivided inseparable right to share with other Co-Owners the Common Elements of the Condominium.

Grand Reserve and the adjacent condominium known as Townes at Grand Reserve ("Townes" or "Townes at Grand Reserve") are part of The Grand Reserve Community (sometimes referred to as the "Community"). The Community will initially consist of two condominium projects, Townes at Grand Reserve and Grand Reserve. As set forth above, Grand Reserve will initially contain 278 site condominium Units, expandable to include up to 319 site condominium Units. Townes will initially contain 159 attached condominium units in duplex or triplex buildings. The Community is governed by The Grand Reserve Community Declaration of Easements, Covenants, Conditions and Restrictions recorded in the Genesee County Records ("Declaration"), containing, among other things, Community standards that apply to all units in the Community, including the Units in Grand Reserve. The Community will contain certain amenities and services such as a Community Center, Pathways, Open Space Areas and other Shared Improvements and Facilities as described in the Declaration and Sections 3.34 and 4.3 below. Developer has or will establish the Grand Reserve Community Association ("Master Association") to administer, operate, insure, maintain, repair and replace the Shared Improvements and Facilities. Some of the General Common Elements of Grand Reserve are Shared Improvements and Facilities serving the Community as a whole, and as such will be operated, administered, insured, maintained, repaired and replaced by the Master Association. The Master Association will assess all units in the Community for costs associated with the Shared Improvements and Facilities as set forth in the Declaration.

Pursuant to Article 10 below, Developer may, but is not required, to expand the Project to include a maximum of 319 Units.

As set forth in Article 7 below, and as described in Article XII of the Declaration, the Community and the Project may be expanded to include additional land contiguous with the Community.

The Community is an age restricted community as described in the Declaration and Section 4.7 below.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

**ARTICLE 1**

**TITLE AND NATURE**

The Condominium Project shall be known as Grand Reserve, Genesee County Condominium Subdivision Plan No. 396. The engineering and architectural plans for the Project, if any, are on file with the Township of Grand Blanc. 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 attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual use. Each Co-Owner in the Condominium Project shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable rights to share with the other Co-Owners the Common Elements of the Condominium Project as are designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan attached as Exhibit B as "need not be built."

**ARTICLE 2**

**LEGAL DESCRIPTION**

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

**LEGAL DESCRIPTION – Grand Reserve**

Land situated in the Township of Grand Blanc, County of Genesee, State of Michigan, described as follows:

A PART OF THE SOUTH 1/2 OF SECTION 25, T-6-N., R-7-E., GRAND BLANC TOWNSHIP, GENESSEE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 25; THENCE N 0° 31' 40" W, 50.00 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BALDWIN ROAD (50 FOOT 1/2 WIDTH), SAID POINT BEING THE POINT OF BEGINNING; THENCE S 89° 36' 19" W, 1327.07 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE N 0° 39' 37" W, 1282.00 FEET; THENCE S 89° 36' 19" W, 1326.48 FEET TO A POINT ON THE EAST LINE OF "WARWICK HILLS NO. 1" AS RECORDED IN LIBER 31, PAGES 16 AND 17 OF PLATS, GENESSEE COUNTY RECORDS, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF SAID SECTION 25; THENCE N 0° 11' 00" W, 1315.74 FEET ALONG SAID LINE; THENCE N 88° 28' 01" E, 2649.00 FEET ALONG THE EAST-WEST 1/4 LINE OF SECTION 25 TO THE CENTER OF SAID SECTION 25; THENCE S 88° 43' 31" E, 2639.17 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25 TO THE EAST 1/4 CORNER OF SECTION 25 (VASSAR ROAD); THENCE S 0° 17' 39" E, 621.75 FEET ALONG THE EAST LINE; OF SECTION 25 (VASSAR ROAD); THENCE S 89° 42' 21" W, 469.96 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, 288.00 FEET, SAID CURVE HAVING A RADIUS OF 467.00 FEET, A CENTRAL ANGLE OF 35° 20' 04" AND A LONG CHORD BEARING S 72° 02' 19" W, 283.46 FEET; THENCE S 54° 22' 17" W, 436.83 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, 421.88 FEET, SAID CURVE HAVING A RADIUS OF 1033.00 FEET, A CENTRAL ANGLE OF 23° 23' 59" AND A LONG CHORD BEARING S 66° 04' 16" W, 418.95 FEET; THENCE S 77° 46' 16" W, 118.13 FEET; THENCE S 14° 05' 53" E, 100.05 FEET; THENCE S 29° 18' 41" E, 117.21 FEET; THENCE S 35° 53' 14" E, 264.48 FEET; THENCE S 16° 53' 31" E, 102.34 FEET; THENCE S 7° 00' 00" E, 100.47 FEET; THENCE DUE SOUTH, 655.89 FEET; THENCE DUE WEST, 149.74 FEET; THENCE DUE SOUTH, 246.52 FEET TO A POINT ON THE NORTH
RIGHT-OF-WAY LINE OF BALDWIN ROAD (50 FOOT 1/2 WIDTH); THENCE S 88° 17' 29" W, 1153.78 FEET ALONG SAID LINE TO THE POINT OF BEGINNING AND CONTAINING 220.21 ACRES.

Parcel Nos.: 12-25-400-001 (Parcel 1)
12-25-400-002 (Parcel 2)
12-25-300-001 (Parcel 3)
12-36-200-007 (Parcel 4)

Together with and subject to the following:

1. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for public streets, roads or highways.

2. Liens for taxes and assessments that are not yet due and payable.

3. All governmental limitations.

4. The Declaration of Easements, Covenants, Conditions and Restrictions for The Grand Reserve Community to be recorded in the Genesee County Records, and as further described in Section 3.13 below.


6. Release of Right of Way in favor of the Board of County Road Commissioners as recorded in Liber 1615, Page 484, Genesee County Records.

7. Release of Right of Way in favor of the County Drain Commissioner of the County of Genesee as recorded in Liber 1908, Page 927, Genesee County Records.

8. Release of Right of Way in favor of the County Drain Commissioner of the County of Genesee as set forth in Liber 1908, Page 958, Genesee County Records.


10. Release of Right of Way in favor of the County Drain Commissioner of the County of Genesee as set forth in Liber 1908, Page 932, Genesee County Records.

11. Release of Right of Way in favor of the Board of County Road Commissioners as recorded in Liber 1365, Page 527, Genesee County Records.

12. Release of Right of Way in favor of the Board of County Road Commissioners as recorded in Liber 1557, Page 178, Genesee County Records.

13. Release of Right of Way in favor of the Drain Commissioners of the County of Genesee as recorded in Liber 2080, Page 400, Genesee County Records.
14. Release of Right of Way in favor of Drain Commissioners of the County of Genesee as recorded in Liber 2080, Page 403, Genesee County Records.

**ARTICLE 3
DEFINITIONS**

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


Section 3.2. **Age Qualified Occupant.** “Age Qualified Occupant” means any Person (i) 50 years of age or older who owns and Occupies a Dwelling and was the original purchaser of the Dwelling from Declarant; or (ii) 55 years of age or older who Occupies a Dwelling.

Section 3.3. **Association.** “Association” means the Grand Reserve Condominium Association which is the non-profit corporation organized under Michigan law, of which all Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3.4. **Architectural Review Committee.** “Architectural Review Committee” means the committee that Developer may create, at such time as it shall determine in its sole discretion, to review new construction and modifications (other than those installed by Developer), and to administer and enforce the architectural controls for the Grand Reserve Community, as more specifically provided in Article XI of the Declaration and the Design Guidelines described in the Declaration.

Section 3.5. **Bylaws.** “Bylaws” means Exhibit A hereto, being the By-laws setting forth the substantive rights and obligations of the Co-Owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The By-laws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 3.6. **Common Elements.** “Common Elements”, where used without modification, means both the General Common Elements and Limited Common Elements described in Article 4 below.

Section 3.7. **Community.** “Community” means the property described in the Declaration which presently consists of Grand Reserve as a Condominium Project and the
Section 3.8. **Community Center.** "Community Center" means the community clubhouse for the Community, which may be owned by the Master Association and may contain various recreational amenities, including, by way of example only and not obligation or limitation, an indoor and outdoor pool, tennis/bocci courts, a physical fitness center, a library, a social room, offices, a kitchen, meeting rooms, an arts and crafts room and other similar amenities. The Community Center is further described in the Declaration and may be located within the Condominium.

Section 3.9. **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.10. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article 2 above and all easements, rights and appurtenances belonging to Grand Reserve as described above.

Section 3.11. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Grand Reserve as a Condominium Project established in conformity with the provisions of the Act.

Section 3.12. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" or "Plan" means Exhibit B hereto.

Section 3.13. **Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe Grand Reserve as a completed Condominium Project and shall reflect the land area, if any, converted pursuant to Article 8 below or contracted pursuant to Article 9 below or expanded pursuant to Article 10 below from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Genesee County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. 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 the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Genesee County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 3.14. **Construction and Sales Period.** "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as

adjacent property known as Townes at Grand Reserve, and any additional land that may be added as described in the Declaration.
Developer owns any Unit which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units.

Section 3.15. Co-Owner. "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-Owner." In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-Owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer shall retain the rights and obligations of a Co-Owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-Owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000. "Owner" or "Co-Owner" shall not include a mortgagee of a Unit unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Unit, or has an interest as a land contract vendee (other than Units owned by Developer), the interests of all such persons collectively shall be that of one Co-Owner.

Section 3.16. Declaration. "Declaration" means The Grand Reserve Community Declaration of Easements, Covenants, Conditions and Restrictions recorded in the Genesee County Records, which empowers the Master Association to own, insure, manage, maintain, repair, replace, operate and administer the Shared Improvements and Facilities described in Section 4.3 below, and which obligates the Co-Owners of Grand Reserve along with other owners in the Community to pay a pro rata share of the cost of administration, operation, maintenance, insurance, repair and replacement of the Shared Improvements and Facilities.

Section 3.17. Design Guidelines. "Design Guidelines" means the written design and construction guidelines and application and review procedures applicable to the Community which are promulgated and administered pursuant to Article XI of the Declaration.

Section 3.18. Developer. "Developer" means Pulte Land Company, LLC, 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 such terms are used in the Condominium Documents. In the Declaration, the Developer is referred to as the Declarant.

Section 3.19. Dwelling. "Dwelling" means each residential building located upon a Unit in Grand Reserve intended for use or Occupancy as a detached single family residence and each portion of a residential building located within Townes at Grand Reserve, intended for use and Occupancy as an attached residence for a single family.

Section 3.20. Entranceway and Landscaping Improvements. "Entranceway and Landscaping Improvements" means the entranceways and any entranceway signs, monuments, landscaping, boulevard medians, gate house, irrigation systems and related improvements, and
any perimeter landscaping and irrigation systems and Open Space Areas as identified in the Declaration. Portions of the Entranceway and Landscaping Improvements are located within the Condominium as generally shown on Exhibit B.

Section 3.21. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty percent (50%) of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold, whichever first occurs.


Section 3.23. Member. "Member" means each Person entitled to membership in the Master Association. Every owner of a unit in the Community shall be a Member of the Master Association as set forth in Section 5.02 of the Declaration.

Section 3.24. Neighborhood. "Neighborhoods" means each separate residential condominium project located within the Community (collectively, the "Neighborhoods").

Section 3.25. Occupy, Occupies, Occupied or Occupancy. "Occupy," "Occupies," "Occupied" or "Occupancy" means, unless otherwise specified in the Declaration, an individual staying overnight in a particular Dwelling for at least ninety (90) days in any consecutive twelve (12) month period. The term "Occupant" shall refer to an individual who Occupies a Dwelling.

Section 3.26. Open Space Areas. "Open Space Areas" means the Open Space Areas located within the Community and all improvements thereto, including any park areas, benches, pavilions, picnic areas, retaining walls and other improvements as described in the Declaration, portions of which are located in the Condominium as generally shown on Exhibit B.

Section 3.27. Pathways. "Pathways" mean the pathways serving the Community as described in the Declaration, portions of which are located in Condominium as generally shown on Exhibit B.

Section 3.28. Person. "Person" means any individual, trust, partnership, firm, association, corporation, limited liability company, trust or any other form of business or government entity, collectively.

Section 3.29. Qualified Occupant. "Qualified Occupant" shall mean any of the following individuals who Occupy a Dwelling:

(a) Any Age Qualified Occupant;
(b) Any Person 19 years of age or older who Occupies a Dwelling with an Age Qualified Occupant; or

(c) Any Person 19 years of age or older who Occupied a Dwelling with an Age Qualified Occupant and who continues, without interruption, to Occupy the same Dwelling after termination of the Occupancy of the Age Qualified Occupant.

Section 3.30. Residential Builder. “Residential Builder” means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980, and who acquires title to one or more Units in the Condominium for the purpose of constructing a Residence on the Unit and subsequently reselling the Unit.

Section 3.31. Reviewing Entity. “Reviewing Entity” means the Declarant or the Architectural Review Committee as described in Article XI of the Declaration.

Section 3.32. Roads. “Roads” mean all interior roadways in the Community as described in the Declaration, portions of which are located in the Condominium, as described in Section 6.5 below and shown on Exhibit B.

Section 3.33. Sanitary Sewer Lines. “Sanitary Sewer Lines” means the sanitary sewer lines and other sanitary sewer improvements and appurtenances that are a part of the sanitary sewer systems within the Community, as identified on the engineering plans for the Community and approved by the Township, up to the point where service is stubbed for lateral connection for service to each Unit in Grand Reserve and each residential building in Townes, as described in the Declaration, including a potential sanitary sewer reserve tank and related facilities that may be installed on Units 181 and 182 or a nearby Open Space Area of the Grand Reserve Neighborhood.

Section 3.34. Shared Improvements and Facilities. The “Shared Improvements and Facilities” means the Community Center, the Roads, the Entranceway and Landscaping Improvements, the Open Space Areas, Wetlands, the Sidewalks, the Pathways, Utilities, Water Lines, Sanitary Sewer Lines, Storm Drainage Facilities and any other areas, utilities, easements or improvements designated as Shared Improvements and Facilities pursuant to the Declaration, as it may be amended, including those changes to the Shared Improvements and Facilities arising out of amendment to the Declaration or a master deed of a Neighborhood in the Community, including any expansion, contraction or conversion, or any land added pursuant to the Declaration. Portions of the Shared Improvements and Facilities are located within the Condominium.

Section 3.35. Sidewalks. “Sidewalks” means the sidewalks that are located within and serve the Community, as described in the Declaration, some of which are located in the Condominium.

Section 3.36. Storm Drainage Facilities. “Storm Drainage Facilities” means all storm drainage and retention/detention facilities, sedimentation basins and appurtenances located in the Community or within easements serving the Community as described in the Declaration, portions of which are located within the Condominium.
Section 3.37. **Township.** "Township" means the Township of Grand Blanc, Michigan.

Section 3.38. **Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association take office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes that may be cast by Developer.

Section 3.39. **Unit or Condominium Unit.** "Unit" or "Condominium Unit" each means a single Unit in Grand Reserve as described in Article 5, 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 in the Act.

Section 3.40. **Utilities.** "Utilities" means the electrical transmission mains and wiring, the telecommunications system lines and wiring and natural gas distribution system mains, lines and wiring throughout the Community up to the point of lateral connection to each Unit in Grand Reserve and each residential building in Townes, as described in the Declaration.

Section 3.41. **Water Lines.** "Water Lines" means the water lines and other water system improvements and appurtenances that are a part of the water distribution systems within the Community, as identified on the engineering plans for the Community and approved by the Township up to the point where service is stubbed for lateral connection to each Unit in Grand Reserve and each residential building in Townes, as described in the Declaration.

Section 3.42. **Wetlands.** "Wetlands" means the regulated wetland areas (whether state, federal or local laws or ordinances), including buffers and related facilities located within or serving the Community as described in the Declaration, some of which are located within the Condominium as generally shown on Exhibit B.

**ARTICLE 4**

**COMMON ELEMENTS: USE OF COMMON ELEMENTS AND UNITS**

The Common Elements of the Project as described in this Master Deed and Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

Section 4.1. **General Common Elements.** The General Common Elements are:

4.1.1 **Land.** The land described in Article 2 above (other than that portion described in Section 4.2 or Section 5.1 below or in Exhibit B, attached, as constituting the Condominium Units or Limited Common Elements), including riparian and littoral rights, if any, attributable to such land and including that portion of the Open Space Areas, Wetlands and other land areas located within the Condominium and designated as General Common Elements on attached Exhibit B.

4.1.2 **Roads.** That portion of the Roads located within the Condominium and designated as General Common Elements on attached Exhibit B. The Roads will be
private roads to be maintained by the Master Association as set forth in the Declaration and Section 6.5 below. The Roads in the Project also serve the adjacent condominium known as Townes at Grand Reserve as described in Section 4.3 below, and the owners of units in Townes at Grand Reserve have an easement interest in and the right to use the Roads in common with the other owners of units in the Grand Reserve Community.

4.1.3 **Surface Improvements.** Surface improvements not identified as Limited Common Elements and not located within the boundaries of a Unit, including but not limited to that portion of the Entranceway and Landscaping Improvements, Community Center, Sidewalks, and Pathways located within the Condominium.

4.1.4 **Easements.** All beneficial utility, drainage, access, and other easements pertaining to the Project, and the easement and beneficial interest in and the right of all Co-Owners to use in common with the adjacent condominium known as Townes at Grand Reserve the Shared Improvements and Facilities, including the Community Center, described in the Declaration and Section 4.9 below.

4.1.5 **Utilities.** Some or all of the Utilities, Water Lines, Sanitary Sewer Lines and appurtenances, including electricity, telephone and telecommunications, gas and storm sewer systems, and Storm Drainage Facilities, any street lights, and appurtenances and equipment described below may be owned by the local public authority, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Certain Utilities, Water Lines and Sanitary Sewer Lines as shown on Exhibit B may be conveyed or dedicated to the Township of Grand Blanc or other governmental authorities, and except to the extent of such conveyance or dedication, such Utilities, Water Lines and Sanitary Sewer Lines located within the Condominium shall be General Common Elements. Some of the Utilities, Water Lines, Sanitary Sewer Lines and Storm Drainage Facilities located in the Project also serve the adjacent condominium known as Townes at Grand Reserve and some of the Utilities, Water Lines, Sanitary Sewer Lines and Storm Drainage Facilities serving the Project may be located in Townes at Grand Reserve and, as such, shall be Shared Improvements and Facilities subject to the Declaration.

4.1.6 **Electrical.** Subject to 4.1.5, the electrical transmission system throughout the Project up to, but not including the electric meters for each residential Dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.7 **Telephone and Telecommunications System.** Subject to 4.1.5, the telephone or telecommunications equipment and system throughout the Project up to the point of connection to each Dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.8 **Gas.** Subject to 4.1.5, the gas distribution system throughout the Project up to the point where it is stubbed for connection with each Dwelling now or hereafter constructed within the perimeter of a Unit.
4.1.9 **Water.** Subject to 4.1.5, the Water Lines and water distribution system throughout the Project up to the point where service is stubbed for with each Dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.10 **Sanitary Sewer.** Subject to 4.1.5, the Sanitary Sewer Lines and the sanitary sewer system throughout the Project up to the point where service is stubbed for connection with each Dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.11 **Storm Sewer/Storm Water Drainage Facilities.** Subject to 4.1.5, the Storm Drainage Facilities described in Section 6.7 below, including the storm sewer system, storm water detention areas, and drainage facilities throughout the Project.

4.1.12 **Other.** Such other elements of the Project not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 4.2. **Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which the limited Common Elements are appurtenant. There are currently no Limited Common Elements in the Project. Developer reserves the right to add Limited Common Elements by amendment to the Master Deed pursuant to Article 7 below.

Section 4.3. **Shared Improvements and Facilities.** Grand Reserve is part of The Grand Reserve Community as described in the Declaration. Certain General Common Elements of Grand Reserve are subject to common usage by all owners in the Community as set forth in the Declaration. These Shared Improvements and Facilities are described in detail in the Declaration. The Shared Improvements and Facilities are to be insured, administered, operated, maintained, repaired and replaced by the Master Association, unless such responsibility is delegated to the Association pursuant to the Declaration, and may be owned by the Master Association. All members of Grand Reserve Condominium Association shall be members of the Master Association along with members of other Neighborhoods of the Community, including Townes, as described in the Declaration. The Co-Owners of Grand Reserve will be assessed charges for maintenance of the Shared Improvements and Facilities through The Grand Reserve Community Association. To the extent a General Common Element of Grand Reserve is also a Shared Improvements and Facilities, the Master Association shall be responsible for the administration, operation, maintenance, insurance, repair and replacement of such General Common Elements, except to the extent such responsibility is transferred to the Association pursuant to the Declaration.

Section 4.4. **Responsibilities.** Subject to Section 4.3 above, the respective responsibilities for the administration, operation, insurance, maintenance, reconstruction, repair and replacement of the Units and Common Elements are as follows:

4.4.1 **Co-Owner Responsibilities for Units and Any Limited Common Elements; Master Association Responsibility for Landscaping and Snow Removal.** Developer
anticipates that a separate residential Dwelling (including attached garage and porches) will be constructed within each of the Units depicted on Exhibit B, together with various improvements and structures which are appurtenant to such Dwelling. Except as otherwise expressly provided in the Declaration, this Master Deed or the Bylaws, the responsibility for and the cost of installing, maintaining, decorating, repairing and replacing any Dwelling and other improvements or structures located within a Unit shall be borne by the Co-Owner of such Unit. All improvements constructed or installed within a Unit shall be subject to the Community Standards and Architectural Controls described in Article X and Article XI of the Declaration and shall be insured, maintained, repaired and replaced by the Unit Owner. In connection with any amendment made by Developer pursuant to Article 7 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. The Master Association shall be responsible for maintenance of the landscaping on Units and snow removal from Sidewalks, driveways and walkways as provided in Declaration, except to the extent delegated to the Association by the Master Association. Any landscaping on a Unit not maintained or snow removal on a Unit not performed by the Master Association or Association shall be the responsibility of the Co-Owner of the Unit.

4.4.2 Association and Master Association Rights Pertaining to Units. Pursuant to Section 6.2 below and 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 under this Master Deed and Bylaws (“Co-Owner’s Obligations”), to the extent that the Co-Owner has not performed the Co-Owner’s Obligations, and the cost of such work shall be assessed against the responsible Unit Owner. The Association shall not be liable for any damage to a Unit or the Dwelling or improvements located on a Unit resulting from the Association’s performance or non-performance of any Co-Owner’s Obligations. The Master Association shall have the same rights and protections as the Association pertaining to Co-Owner’s Obligations.

4.4.3 Utility Services. Each Co-Owner is responsible for arranging and paying for all costs associated with the extension of Utilities (including Water Lines and Sanitary Sewer Lines) by laterals from the mains to the Dwellings and other improvements located on the Co-Owner’s Unit. All costs of water, sanitary sewer, electricity, natural gas, cable television, telephone, telecommunications and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced by and at the expense of the Co-Owner of the Unit served, except to the extent that such expenses are borne by a utility company or a public authority, and neither the Association nor the Master Association shall have any responsibility for such maintenance, repair or replacement.

4.4.4 Snow Removal from Sidewalks and Walkways and Driveways. To the extent not otherwise performed by the Master Association or Association in accordance with this Master Deed or the Declaration, each Co-Owner shall be responsible for the removal of snow from the Sidewalks and Walkways and driveways within or adjacent to such Co-Owner’s Unit.
4.4.5 Association Responsibilities. Except as otherwise provided in this Master Deed, the Bylaws or the Declaration, the Association, by its Board of Directors, shall be responsible for insurance, maintenance, repair and replacement of the General Common Elements, that are not the responsibility of the Master Association pursuant to the Declaration. The cost of insurance, maintenance, repair and replacement of the General Common Elements for which the Association is responsible shall be borne by the Association, and assessed to the Co-Owners as set forth in Article 2 of the Bylaws, subject to any provisions of the Declaration, Master Deed or Bylaws expressly to the contrary. The Association and the Master Association may enter into a service contract under which the Association contracts with the Master Association to perform all or a portion of the administration, operation, repair, replacement and maintenance responsibilities of the Association. In such event the Association shall reimburse the Master Association for the cost of such administration, operation, repair, replacement and maintenance as set forth in the service contract, which cost shall be an expense of administration of the Project and assessed to the Co-Owners as described in Article 2 of the Bylaws. The Association may also include in the service contract designation of the Master Association as the collection agent for the Association. In that case, the Master Association shall collect on behalf of the Association the assessments of Units provided in this Master Deed and the Bylaws, and shall remit the amount collected to the Association less any administration fee provided in the service contract.

4.4.6 Master Association Responsibilities. As described in this Master Deed and in the Declaration, the Master Association shall be responsible for insurance, maintenance, repair and replacement of the Shared Improvements and Facilities, except to the extent delegated to the Association. The Master Association shall have the same easement and access rights as the Association for such purpose and the right to assess the Unit Owners directly or through the Association for the cost of such insurance, maintenance, repair, or replacement as set forth in the Declaration.

4.4.7 Unusual Common Expenses Benefiting Less Than All Units. Unusual common expenses benefiting less than all Units or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Project or their licensees or invitees, shall be specially assessed against the Unit or Units involved in accordance with Section 69 of the Act.

Neither the Master Association nor the Association shall have any obligation to reimburse any Co-Owner for the cost of repair, maintenance, or replacement of any portion of a Unit or Common Element contracted for or performed by a Co-Owner. The Association or the Master Association shall only be responsible for the cost of work authorized by the Association Board of Directors or the Master Association board of directors and contracted for by the Association or the Master Association or by a management company hired by the Master Association or the Association, subject to reimbursement by the Co-Owners as described in this Article 4 and the Bylaws.

The respective maintenance, repair and replacement responsibilities set forth in this Section 4.4 shall be in addition to such responsibilities set forth elsewhere in the Condominium Documents.
Section 4.5. Use of Common Elements and Units: Alterations and Modification. No Co-Owner shall use the Co-Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Project or the Declaration or in any manner that will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of the Co-Owner's Unit or the Common Elements. No alteration or modification may be made to any Unit or the Common Elements without the prior written approval of Developer or the Reviewing Entity as set forth in the Declaration.

Section 4.6. Residential Use. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the Declaration, the ordinances of the Township and the requirements of other applicable governmental authorities.

Section 4.7. Age Restriction. The ownership, use and occupancy of all of the Units in the Project and all units in the Community are subject to the following age restrictions as described in the Declaration:

4.7.1 Age Restriction. The Community is intended to provide housing primarily for persons 55 years of age or older, subject to the rights reserved to Declarant in the Declaration. The Community shall be operated as an age restricted community in compliance with all applicable Michigan and federal laws.

Subject to the reserved rights of Declarant described in the Declaration, each Occupied Dwelling, shall be Occupied by an Age Qualified Occupant. Provided, however, that once a Dwelling is Occupied by an Age Qualified Occupant, other Qualified Occupants of that Dwelling may continue to Occupy the Dwelling in the absence of an Age Qualified Occupant so long as such continued occupancy does not affect the Community's compliance with all applicable state and federal laws under which the Community may be developed and operated as an age restricted community. Notwithstanding the preceding sentence, at all times at least eighty percent (80%) of the Units within the Community shall be occupied by at least one person 55 years or older. Persons under 19 years of age may stay overnight in a Dwelling for up to, but not exceeding, ninety (90) days during any twelve (12) consecutive months, but shall not Occupy any Dwelling.

4.7.2 Revisions to Age Restriction Requirements. The board of directors of the Master Association shall establish policies and procedures from time to time as necessary to maintain the Community's status as an age restricted community under state or federal law. The provisions of this Section may be enforced by the Master Association by an action at law or in equity, including, without limitation, an injunction requiring specific performance.

4.7.3 Sales by Declarant. Notwithstanding these restrictions, the Declarant has reserved the right to sell units in the Community to or for Occupancy by Persons between the ages of 50 and 55, inclusive, provided that such sales shall not affect the Community's compliance with all applicable state and federal laws under which the Community may be developed and operated as an age restricted community.
Section 4.8. **Wetlands: Open Space Areas.** Some Wetland areas or buffers may be located on Units as shown on Exhibit B. No modification, use or occupancy of any Wetlands or buffers shall occur without the prior written consent of Developer, the Township and applicable governmental authorities and all such activity shall be in accordance with any recorded restrictions pertaining to the Wetlands. The Developer, during the Construction and Sales Period, and, to the extent such Open Space Areas do not constitute Shared Improvements and Facilities, the Association, after the Construction and Sales Period, shall have the right to establish reasonable rules and regulations with respect to the use and maintenance of the Open Space Areas. To the extent any such Open Space Areas constitute Shared Improvements and Facilities, the Master Association shall be responsible for establishing any rules and regulations with respect to the use and maintenance of such Open Space Areas.

Section 4.9. **Community Center.** As described in the Declaration, each Member of the Master Association (including Owners of Units in Grand Reserve) shall have the right and non-exclusive easement to use the Community Center for the purposes provided in the Declaration. The Members shall be given membership cards for use of the Community Center. The Members’ rights shall exist regardless of whether the Community Center is also a general common element of a particular Neighborhood, and each member’s right to use the Community Center shall be deemed a part of, and shall pass with title to, every Member’s unit, regardless of whether such right is specifically referred to in the document transferring title to such unit. The Community Center shall be used subject to the following general provisions as described in the Declaration:

4.9.1 **Uses.** The Community Center and all improvements and facilities located thereon may be used for passive and active sports, for recreational, social, civic and cultural activities, and for the common use and enjoyment of the members, and such other uses as are established by the board of directors of the Master Association.

4.9.2 **Rules and Regulations.** The Master Association shall have the right to establish non-discriminatory rules and regulations as its board of directors may deem necessary or desirable for the safe, orderly and convenient operation and use of the Community Center and for the proper maintenance, repair, and replacement of the Community Center and the improvements and facilities located thereon.

4.9.3 **Suspension of Rights.** The Master Association shall have the right to suspend the right of any Member (including such Member’s immediate family members) to use the Community Center, for: (i) any period for during which any assessment against such Member’s Unit is delinquent, including any assessments levied by such Member’s Neighborhood Association; and (ii) a period not in excess of thirty (30) days for any infraction of any rules or regulations promulgated by the board of directors.

4.9.4 **Fees.** The Master Association and any activity clubs chartered by the Master Association shall have the right to charge reasonable fees for the use of all or any portion of the Community Center or the conduct of any activities therein, provided that such fees shall be applied equally to all members using such portion of the Community Center or performing such activity.
4.9.5 **Maintenance and Insurance of Community Center: Assessment.** The Master Association shall be responsible for the maintenance, repair, replacement, administration and operation of the Community Center, subject to the provisions of the Declaration, as it may be amended. The Master Association shall at all times keep in full force and effect, with respect to the Community Center, comprehensive public liability and property damage insurance with limits as deemed appropriate by the board of directors and casualty insurance in an amount equal to the maximum insurable replacement value of the Community Center, including equipment located therein, as determined annually by the board of directors of the Master Association, in consultation with its insurance carrier in light of commonly employed methods for the reasonable determination of replacement costs, and as further described in the Declaration. The costs associated with such obligations shall be assessed to the owners of units in the Neighborhoods or through the Master Association or the Association as set forth in the Declaration.

4.9.6 **Title To Community Center.** At such time as the Master Association has been formed and organized, Declarant may, in its sole discretion, convey title to the Community Center to the Master Association. In any event, Declarant shall convey title to the Community Center to the Master Association prior to the expiration of the declarant control period described in the Declaration. The Master Association shall thereafter hold title to the Community Center for the benefit of the owners of units in the Neighborhoods. The foregoing conveyance shall be subject to the Member’s rights of enjoyment and any rights or easements reserved, dedicated or granted by Declarant. In the event the Community Center is taxed as a separate parcel, any taxes and assessments associated with the Community Center shall constitute an obligation of the Master Association to be assessed to the Members as set forth in the Declaration.

4.9.7 **Books and Records.** The Master Association shall maintain a separate set of books and records for the Community Center and upon the reasonable request of a Member, the Master Association shall make the books and records available to the requesting Member.

4.9.8 **Membership Cards; Reserved Rights.** The Master Association shall issue membership cards for use in the Community Center as set forth in the Declaration. The Declarant and the Master Association have certain reserved rights pertaining to the Community Center as set forth in the Declaration.

**ARTICLE 5**

**UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

Section 5.1. **Description of Units.** The Project consist of 130 Units numbered 1 through 130 inclusive. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Grand Reserve surveyed by Giffels-Webster Engineers, Inc. and attached as Exhibit B. Each Unit shall consist of the land and area contained within the Unit boundaries as shown on attached Exhibit B and delineated with heavy outlines. Any structure, improvements or driveways constructed on any Unit shall be built in accordance.
with the requirements of this Master Deed and exhibits and in accordance with the requirements of applicable governmental authorities including the Township.

Section 5.2. **Percentage of Value.** The percentage of value assigned to each Unit shall be equal and the number obtained by dividing 100 by the number of Units in the Condominium.

The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all of the Units of the Project is one hundred percent (100%).

**ARTICLE 6  
EASEMENTS, RESERVATIONS AND AGREEMENTS**

Section 6.1. **Easement for Maintenance of Encroachments and Utilities.** In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of all utilities in the Condominium. This section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, a Unit, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement. Developer hereby reserves and declares permanent and perpetual non-exclusive easements to the Township, Genesee County and all other companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through all roads, walks and the other General Common Elements and the Limited Common Elements identified in Article 4 in the Condominium for the operation, maintenance, repair and replacement of the water supply system, sanitary sewer system, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all water, gas, electric and sanitary sewer lines, all of which easements shall be for the benefit of the Community and all parties having any interest in any portion of the Community, including mortgagees of any portion of the Community. These easements shall run with land in perpetuity. Developer has no financial obligation to support such easements.

Section 6.2. **Easement in Favor of the Association and Master Association.** There shall be easements to and in favor of the Association and the Master Association, and their respective officers, directors, agents, and designees, in, on and over all Units and Common Elements in the Project for access to the Units, adjacent properties, Shared Improvements and Facilities, detention basins, drainage facilities, water and sewage disposal systems and other
utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed and the Declaration. Each Co-Owner shall be primarily responsible for maintenance of the exterior of all structures and improvements within a Co-Owner's Unit as set forth in Article 4 above. In the absence of performance by the Co-Owner involved, the Association or the Master Association may undertake the maintenance of a Unit or the exterior of structures and improvements and lawn and landscaping. If such work is performed upon a Unit by the Association or Master Association, the Co-Owner of the Unit shall reimburse the Association or Master Association for all costs incurred within fifteen (15) days of billing or the Association or Master Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws and the Declaration. In no event shall the Association or Master Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of a structure or other improvements on any Unit. There also shall exist easements to and in favor of the Association and Master Association, and their respective officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project and Shared Improvements and Facilities for which the Association or Master Association may from time to time be responsible.

Section 6.3. 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 for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium and Community, subject, however, to the approval of Developer so long as the Construction and Sales Period has not expired.

Section 6.4. Easements for Maintenance, Repair and Replacement. Developer, the Association and Master Association and all public or private utilities shall have such easements as may be necessary over the Condominium including all Units and Common Elements 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. These easements include, without any implication of limitation, the right of the Association or Master Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or any appurtenant Limited Common Elements.

Section 6.5. Roadway and Utility Easements: Private Road: Right-of-Way Dedication; Emergency Access. The Roads in and serving the Condominium are private roads and all expenses of insurance, maintenance, repair and replacement of the private Roads shall be paid by the Master Association and shall be assessed to the Co-Owners as set forth in the Bylaws and the Declaration. The Roads in the Project also serve the adjacent condominium known as Townes at Grand Reserve as described in the Declaration, and the owners units in Townes at Grand Reserve shall be assessed a share of the costs of insurance, maintenance, repair and replacement of the Roads through the Master Association as set forth in the Declaration. The owners of Townes at Grand Reserve have an easement and the right to use the Roads in common with the Co-Owners of Grand Reserve, as set forth in the Declaration. Developer reserves the
right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium and Community to appropriate governmental agencies or public or private utility companies and to dedicate or transfer title of Road rights of way and utilities to state, county or local governments, including a conveyance or dedication of an easement for right of way for roadway purposes. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Genesee County Records. All Co-Owners and mortgagees of Units and other Persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to effect the foregoing easement or transfer of title. Developer reserves for itself, its successors and assigns, and all future owners of the land described in Article 2, Article 10, the Community, or any portion or portions thereof, an easement for the unrestricted use of the Roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the land described in Article 2, Article 10 or the Community. Developer also reserves easements over all of the Common Elements areas of the Condominium and the land described in Article 2 or Article 10 for the purpose of reasonable access from the Roads to the Units located on the land described in Article 2, Article 10 or the Community. As shown on Exhibit B, Muirfield Drive presently is designed to provide access to land adjacent to the Project on the west.

There shall exist for the benefit of the Township or any emergency service agency, an easement over all private Roads in the Condominium, for use by the Township and emergency vehicles for purposes of ingress and egress to provide fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners. This grant of easement shall not be construed as a dedication of any streets, roads, or driveways to the public. The Association or Master Association shall be responsible for maintenance of Road signs in accordance with the Michigan Manual of Uniform Traffic Control Devices, and the Township shall have the authority to enforce all applicable traffic codes and regulations on the Roads of the Condominium. As set forth in the Declaration, the Township is entitled to certain remedies in the event the Roads are not properly maintained by the Master Association.

Section 6.6. Telecommunications Agreements. The Association or Master Association, acting through their respective duly constituted board of directors and subject to Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein or the Community. Notwithstanding the foregoing, in no event shall the board of directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Project or Community within the
meaning of the Act and shall be paid over to and shall be the property of the Association or
Master Association.

Section 6.7. Storm Drainage Facilities. Developer hereby reserves permanent non-
exclusive easements over the Condominium, as shown on Exhibit B for the Storm Drainage
Facilities for the benefit of the owners of the Condominium and the Community. The Storm
Drainage Facilities shall be insured, maintained, repaired and replaced by the Master Association
in accordance with the Declaration. The cost of such insurance, maintenance, repair and
replacement shall be assessed to the owners of the Units through the Association as described in
the Bylaws and as described in the Declaration. The Storm Drainage Facilities also serve the
adjacent condominium known as Townes at Grand Reserve and easements are reserved for such
purpose as described in the Declaration. The owners of the units in Townes at Grand Reserve
shall be assessed a share of the cost of insurance, maintenance, repair and replacement of the
Storm Drainage Facilities as set forth in the Declaration. Developer reserves the right to dedicate
easements to the Genesee County Drain Commission for drainage purposes over all or a portion
of the Storm Drainage Facilities in accordance with requirements of applicable governmental
authorities and all Co-Owners and Mortgagees consent to such dedication.

private and public Utilities including Water Lines, Storm Drainage Facilities, Sanitary Sewer
Lines, natural gas, electricity and telecommunication service are reserved and established across
the Units, and Common Elements as set forth on Exhibit B. Developer has or may enter into
separate easement agreements and dedication with the Township of Grand Blanc, other
governmental authorities or utility companies for sewer, water and utility purposes, the terms of
which are incorporated herein by reference. The Developer further reserves the right at any time
to grant easements for utilities over, under and across the Project to facilitate development of the
Community and to appropriate governmental agencies or to utility companies and to transfer title
to utilities to governmental agencies or to utility companies. Any such easement or transfer of
title may be made by the Developer without the consent of any Co-Owner, mortgagee or other
person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit
B hereto, recorded in the Genesee County Records or the recordings of a separate easement
agreement. 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 of this Master Deed or recording of a
separate easement as may be required to effectuate the foregoing grant of easement or transfer of
title. Some of the utilities in the Project may also serve Townes at Grand Reserve and some of
the utilities in Townes at Grand Reserve may also serve the Project as set forth in the Declaration
and reciprocal easements are reserved for such purpose. As part of the Shared Improvements
and Facilities Developer reserves the right to install a sanitary sewer reserve tank and related
facilities on certain designated Units or Open Space Areas within the Community in a manner
approved by applicable governmental authorities. Developer has presently reserved the right to
install an underground sanitary sewer reserve tank and related above ground facilities on Unit
181 and Unit 182 of the Grand Reserve Neighborhood or on a nearby Open Space Area, to be
used for the purpose of detaining sanitary sewer flows during major storm events. If installed
and operated, the sanitary sewer reserve tank and facilities will produce noise and odors.
Section 6.9. Further Rights Reserved to Developer. Developer reserves for itself, the Association, the Master Association, their respective successors and assigns and all Co-Owners of the land described in Article 2 and Article 10 and the adjacent parcels or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances as necessary to serve the Community. Developer further reserves easements over the land described in Article 2 and Article 10 and the adjacent parcels above for the purpose of reasonable access from the Roads to the Units and residences in furtherance of the development of the Project or the Community.

Section 6.10. Easement for Shared Improvements and Facilities. Pursuant to the Declaration, easements are reserved and declared for the benefit of all owners of the Community for use, benefit, maintenance and repair of the Shared Improvements and Facilities as set forth in the Declaration.

Section 6.11. Developer's Right to Use Facilities and Roads. Developer, its successors and assigns, agents, contractors 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 the right of 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 used by Developer upon termination of such use. Developer intends to construct model homes and Units and maintain a model home area in the Community. Developer reserves the right to limit access to those private Roads in the Community along which the model homes or Units are constructed, during the period of Developer's development, construction and sale of homes and Units in the Community, as it may be expanded.

ARTICLE 7
AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Co-Owners, except as set forth below:

Section 7.1. Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements, if any, may be modified without the consent of the Co-Owner in any material manner without the written consent of the Co-Owner, except as otherwise expressly provided in this Master Deed including determining the exact location and dimensions of the Limited Common Elements as set forth in Article 4 above.

Section 7.2. Mortgagees Consent. To the extent required by Section 90a(9) of the Act, wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.
Section 7.3. **By Developer.** Pursuant to Section 90(l) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner and of a mortgagee, in which event Co-Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 7, and in Section 7.2 of this Article, except as otherwise provided in this Article.

Section 7.4. **Changes in Percentage of Value.** The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes may not be modified without the Consent of the affected Co-Owner or Mortgagee. A Co-Owner’s Unit dimensions or appurtenant Limited Common Elements may not be modified without the consent of each affected Co-Owner.

Section 7.5. **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all Co-Owners.

Section 7.6. **Developer Approval.** During the Construction and Sales Period Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, Article 10, Article 11 and Article 12 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer.

Section 7.7. **Further Amendment Rights Reserved to Developer.** Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4 above and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

7.7.1 To modify the types and sizes of Units and the General Common Elements and any Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to a Co-Owner so long as such modification complies with the requirements of applicable governmental authorities, and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to a Co-Owner.

7.7.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.7.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements.

7.7.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.7.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.
7.7.6 To make, define or limit easements affecting the Condominium.

7.7.7 To record an “AS BUILT” Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as “MUST BE BUILT”, subject to any limitations or obligations imposed by the Act.

7.7.8 To convert the Condominium as set forth in Article 8 below.

7.7.9 To contract the Condominium as provided in Article 9 below.

7.7.10 To expand the Condominium as provided in Article 10 below.

7.7.11 To consolidate or modify Units and Common Elements as provided in Article 11 below.

7.7.12 To expand the Condominium or the Community to add additional land as described in Article XII of the Declaration and Article 10 below.

The amendments described in this Section 7.7 may be made without the consent of Co-Owners or mortgagees. The rights reserved to Developer under this section may not be amended except with the consent of the Developer.

Section 7.8. Declaration. Developer is developing the Project as a part of The Grand Reserve Community in accordance with the Declaration. Accordingly, the provisions of this Master Deed shall be subject to the provisions of the Declaration. Notwithstanding anything to the contrary contained in this Master Deed, any amendment to this Master Deed that conflicts with the terms of the Declaration or affects the development or use of the Community shall require the prior approval of the board of directors of the Master Association.

Section 7.9 Township Approval. Notwithstanding anything to the contrary in this Master Deed, any amendment to this Master Deed that would be inconsistent with the approved final site plan for the Project shall require the approval of Grand Blanc Township.

ARTICLE 8
CONVERSION OF CONDOMINIUM

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

Section 8.1. Convertible Areas. All present and future Common Elements and Units are designated as Convertible Areas and the land area within which the Units and Common Elements (or Shared Improvements and Facilities) may be expanded and modified and within which Limited Common Elements may be created as provided in this Article 8. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. Units may be expanded, modified or decreased as provided in this Article 8. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses (including but not limited to recreational facilities and incidental commercial
services designed primarily to serve the residents of the Community) and with the structures and improvements on other portions of the Project, as determined by Developer in its sole discretion.

Section 8.2. Right to Convert. The Developer reserves the right, in its sole discretion, during a period ending six 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 or to create General or Limited Common Elements. Provided, however, no portion of a Unit owned by a Co-Owner other than Developer shall be converted without such Co-Owner’s consent.

Section 8.3. Restrictions on Conversion. 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 (including but not limited to recreational facilities and incidental commercial services designed primarily to serve the residents of the Community). There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extend to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, including the Township.

Section 8.4. Consent Not Required. The consent of any Co-Owner shall not be required to convert the Convertible Areas except as provided in Section 8.2 above. 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 re-recording 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 obligated 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 no further notice of such amendments shall be required.

Section 8.5. Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article 8 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 5 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 5 of this Master Deed. Such amendments to the Master Deed
shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe 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 this Condominium for any purpose reasonably necessary to achieve the purposes of this Article 8.

ARTICLE 9
CONTRACTION OF CONDOMINIUM

Section 9.1. Units and Common Elements. Developer reserves the right to withdraw from the Condominium any present or future Units of the Condominium and any General Common Element land areas of the Condominium. At the option of the Developer, within a period ending no later than six years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium any present or future Units or any portion of the General Common Elements of the Condominium (“Contractible Area”) when and if Developer, in its sole discretion, determines that development of the Condominium would be best served by such contraction. The consent of any Unit owner to the contraction of such owner’s Units shall be obtained prior to contraction of a Unit owned by an owner other than Developer.

Section 9.2. Withdrawal of Land. In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land described in Article 2 that is dedicated to public use as the road-rights-of-way and all or any portion of the Contractible Area described above. The withdraw of such land pursuant to this Article 9 shall be effected by an amendment of the Master Deed as provided in Section 9.4 below, and by a conveyance of such Contractible Area, or by a dedication or grant of easement of the road rights-of-way in the Condominium to the Genesee County Road Commission (or any other appropriate governmental unit with appropriate jurisdiction) in the case of withdrawal of the road rights-of-way.

Section 9.3. Restrictions on Contraction. Apart from satisfying any governmental conditions to dedication of the road and road right-of-ways or other contraction, there are no restrictions on Developer’s right to contract the Condominium as provided in this Article 9, except as set forth in 9.1 above.

Section 9.4. Consent Not Required. The consent of any Co-Owner shall not be required to contract the Condominium or to dedicate the roads and road right-of-ways to public use except as set forth in the last sentence of 9.1 above. All of the Co-Owners and mortgagees an other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. 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 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. Nothing
herein contained, however, shall in any way obligate Developer to dedicate the roads and road
right-of-ways in the Condominium to public use or to thereafter contract the Condominium as
herein provided. 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 no further notice of such amendment shall be required.

Section 9.5. Redefinition of Common Elements. The amendment or amendments
to the Master Deed contracting the Condominium shall also contain such further definitions and
redefinition of General Common Elements or Limited Common Elements and maintenance
responsibilities as may be necessary adequately to describe, serve and provide access to the
Project as reduced and otherwise comply with agreements and requirements of applicable
governmental authorities for development of the Condominium. In connection with any such
amendment(s), Developer shall have the right to change the nature of any Common Element or
easement previously included in the Project for any purpose reasonably necessary to achieve the
purposes of this Article 9.

Section 9.6. Consolidating Master Deed. A Consolidating Master Deed may be
recorded pursuant to the Act when the Project is finally concluded as determined by Developer
in order to incorporate into one set of instruments all successive stages of development. The
Consolidating Master Deed, when recorded, and as above provided in Section 3.13, shall
supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE 10
EXPANSION OF CONDOMINIUM

Section 10.1. Area of Future Development. The Project established pursuant to the
initial Master Deed of Grand Reserve consists of two hundred seventy eight (278) Units and may
be the first stage of an expandable condominium under the Act. The maximum number of Units
which may be added to the Condominium is forty-one (41) additional Units, for a maximum total
of three hundred nineteen (319) Units in the Project as expanded. Additional Units, if any, will
be established upon all or some portion of the following described land ("Future Development"):

Legal Description of Grand Reserve – Area of Future Development:

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT

A PART OF THE NORTHEAST 1/4 OF SECTION 36, T-6-N., R-7-E., GRAND BLANC
TOWNSHIP, GENESEE COUNTY, MICHIGAN, BEING MORE PARTICULARLY
DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 36;
THENCE N. 88°17'31" E., 181.59 FEET ALONG THE NORTH LINE OF SAID SECTION 36
(BALDWIN ROAD; THENCE S. 00°03'12" W., 50.02 FEET; TO A POINT ON THE SOUTH
RIGHT-OF-WAY LINE OF BALDWIN ROAD (50 FOOT 1/2 WIDTH), SAID POINT BEING
THE POINT OF BEGINNING; THENCE N. 88°17'29" E., 1129.73 FEET ALONG SAID
SOUTH RIGHT-OF-WAY LINE; THENCE S. 00°19'22" E., 1280.90 FEET; THENCE S.
88°55'16" W., 1319.36 FEET; TO A POINT ON THE NORTH-SOUTH 1/4 LINE OF SAID
SECTION 36; THENCE N. 00°03'12" E., 408.73 FEET ALONG SAID LINE; THENCE
N.88°17'31" E., 181.59 FEET; THENCE N. 00°03'12" E., 857.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.88 ACRES.

Section 10.2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of Developer from time to time, with a period ending no later than six (6) years from the date of this Master Deed, be increased by the addition to this Condominium of all or any portion of the area of Future Development and the establishment of Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the dwellings and other improvements to be constructed within the area of Future Development shall be determined by Developer in its sole discretion subject only to approval by the Township, but all such improvements shall be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No Unit shall be created within the area of Future Development that is not restricted exclusive to residential use (including but not limited to recreational facilities and incidental commercial services designed primarily to serve the residents of the Community). Developer reserves the right to create easements within the initial Project for the benefit of area of Future Development and adjacent properties and the Community.

Section 10.3. Expansion Not Mandatory. Developer is not obligated to enlarge the Condominium Project beyond the initial Project area established by this Master Deed and Developer may, in its discretion, establish all or a portion of the area of Future Development, if any, as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of Developer to add to the Condominium Project all or any portion of the area of Future Development described in this Article nor is there any obligation to add portions thereof in any particular order or to construct particular improvements in any specific location. Developer has reserved easements over the Project for the benefit of the property described in Section 10.1 above regardless of whether the area of Future Development is added to the Condominium. Developer may create Limited Common Elements within the area of Future Development and designate Common Areas thereon which may be subsequently assigned as Limited Common Elements. The nature of the Limited Common Elements to be added is within the exclusive discretion of the Developer.

Section 10.4. Amendment to Master Deed and Modification of Percentages of Value. Expansion of the Condominium 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 Developer and shall provide that the percentages of value, to the extent appropriate, set forth in Article 5 above shall be proportionately readjusted in order to preserve the total value of one hundred (100%) per cent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of such readjustment shall be in the sole judgment of Developer. Such readjustment, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 10.5. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements and maintenance responsibilities as may be
necessary adequately to describe, serve and provide access to the Project as expanded, or to the
additional parcel or parcels added to the Project by such amendment and otherwise comply with
agreements and requirements of applicable governmental authorities for development of the
Condominium. In connection with any such amendment(s), Developer shall have the right to
change the nature of any Common Element or easement previously included in the Project for
any purpose reasonably necessary to achieve the purposes of this Article 10.

Section 10.6. **Consolidating Master Deed.** A Consolidating Master Deed shall be
recorded pursuant to the act when the Project is finally concluded as determined by Developer in
order to incorporate into one set of instruments all successive stages of development. The
Consolidating Master Deed, when recorded, and as above provided in Section 3.13 above, shall
supersede the previously recorded Master Deed and all amendments thereto.

Section 10.7. **Consent of Interested Parties.** 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 purpose and intent of Article 10 and to any
proportionate reallocation of percentages of value of existing Units which Developer may
determine necessary in conjunction with such amendment or amendments. All such interested
persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such
amendment or amendments to the Master Deed and all other documents necessary to effectuate
the foregoing. Such amendment may be effected without the necessity of recording the entire
Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent
portions of this Master Deed and Exhibits.

Section 10.8. **Additional Future Development Area.** As described in the
Declaration, Developer has reserved the right to add additional land to the Community. In the
event Developer determines that the Community would be best served by the addition of such
land as a part of the Condominium, the Developer shall have the right to amend this Master Deed
to include all or a portion of such additional land as a Future Development Area of the
Condominium and to add all or a portion of the Future Development Area as Units and Common
Elements of the Condominium, subject to and in accordance with this Article 10.

**ARTICLE 11**

**SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATION
OF UNITS AND COMMON ELEMENTS;
RIGHT TO CONSTRUCT AMENITIES**

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 and Section 49 of the Act and this
Article 11. Any such consolidation, modification or boundary relocation shall be reflected in a
duly recorded amendment to this Master Deed.

Section 11.1. **By Developer.** Developer reserves the right solely for the benefit of
Developer during the Construction and Sale Period and without the consent of any other Co-
Owner or any mortgagee of any Unit to:
11.1.1 Subdivide Units: Consolidation of Units: Relocation of Boundaries. Subdivide or re-subdivide any Unit Developer owns, consolidate under single ownership two or more Units that are located adjacent to one another, and relocate any boundaries between adjoining Units. Such subdivision or re-subdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by the Developer, its successors or assigns.

11.1.2 Amendments to Effectuate Modification. In any amendment or amendments resulting from the exercise of the rights reserved to Developer in Section 11.1.1 above, each portion of the Unit or Units resulting from such subdivision, consolidation or boundary adjustment shall be separately identified by number and the percentage of value for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed; provided, however, the percentage of value for all Units in the Project shall remain equal. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately described the Units in the Condominium Project as so subdivided, consolidated or modified. 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 consent to such amendment or amendments of this Master Deed to effectuate the forgoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purposes 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 recording an entire Master Deed or the Exhibits.

Section 11.2. Right to Construct Amenities. Subject to the terms of the Declaration, 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 Common Elements (the foregoing shall be collectively referred to as the “Amenities”). For any Amenities included in the Condominium, all Co-Owners shall be obligated to contribute to the cost of insurance, maintenance, repair and replacement of the Amenities as an expense of administering the Project through assessments by the Association or Master Association. However, Developer has no obligation to construct any Amenities or to include any Amenities in the Condominium. The final determination of the design, layout and location of such Amenities, if constructed, shall be in Developer's sole discretion.
ARTICLE 12
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 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 Genesee County Register of Deeds.

Dated: August 19, 2006

DEVELOPER:

PULTE LAND COMPANY, LLC, a Michigan limited liability company

By: Clark G. Doughty
Its: Vice President

STATE OF MICHIGAN )
COUNTY OF OAKLAND ) ss.

On this 29th day of August, 2006, the foregoing Master Deed was acknowledged before me by Clark G. Doughty, Vice President of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of said Company.

ALLISON ELMER
NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF MACOMB
My Commission Expires June 29, 2012
Acting in the County of OAKLAND

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