

OAKLAND COUNTY TREASURER'S OFFICE
I HEREBY CERTIFY that there are no taxes or other charges
held by the state or city of Oakland County on this instrument
and all TAXES on same are paid or have been paid and the
date of this instrument so appears by the records of the
state of Michigan as stated.

6-20-03 PATRICK M. DOHANY
4,805K PATRICK M. DOHANY, County Treasurer
Sec. 135, Act 205, 1993 as amended

275569
LIBER 29410 PAGE 254
\$190.00 DEED - COMBINED
\$4.00 REINUMENTATION
06/02/2003 04:01:50 P.M. RECEIPT# 45828
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADELL, CLERK/REGISTER OF DEED

011863

MASTER DEED

ATWATER COMMONS

THIS MASTER DEED is made and executed on this 12 day of MAY, 2003, by **GULF ATWATER, L.L.C.**, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 2038 W. Big Beaver, Suite 200 Troy, Michigan 48084, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, Developer, by recording this Master Deed, hereby establishes Atwater Commons as a residential condominium project under the Act and declares Atwater Commons shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their grantees, successors, heirs, personal representatives and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Atwater Commons, Oakland County Condominium Subdivision Plan No. 1535. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.

O.K. - KB

O.K. - RC

ARTICLE II

LEGAL DESCRIPTION

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

Part of Lots 94, 95 and part of Outlot "B" of Assessor's Replat of Decker's Addition to the Village of Orion and part of Canandaigua City, a subdivision of part of the Northeast 1/4 of Section 11, and part of the Southeast 1/4 of Section 2, Town 4 North, Range 10 East, Village of Lake Orion, Oakland County, Michigan (Liber 52, Pages 17, 17A), commencing at the East 1/4 corner of Section 11; thence S 77°23'00" E, 249.55 feet along the North line of "Supervisor's Plat No. 1" (Liber 52, Page 18) to a point on the Westerly line of "John Winter's Addition" (Liber 33, Page 27); thence along said line for 2 courses N 22°14'31" W, 527.14 feet and N 05°47'48" E, 675.32 feet; thence N 85°03'24" W, 188.03 feet to the Point of Beginning; thence continuing N 85°03'24" W, 279.04 feet; thence N 03°39'35" E, 300.03 feet to a point on the South right-of-way line of Atwater Street (48 feet wide); thence along said line S 85°03'30" E, 225.26 feet; thence S 05°45'09" W, 160.00 feet; thence S 85°03'31" E, 65.00 feet; thence S 05°48'09" W, 140.00 feet to the Point of Beginning, containing 1.72 acres.

52017

ARTICLE III

DEFINITIONS

Plat 09-11-229-010-Plat 10+95
Plat 09-11-229-001-Plat 10+94
Plat 09-11-229-009-Plat 0LB
Plat 09-11-278-041-Plat 0LB

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

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

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

Section 3.3 "Building" means each of the structures located within the Project, as identified on the Condominium Subdivision Plan. Each Building contains separate Condominium Units.

Section 3.4 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act, and which shall be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

Section 3.5 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.6 **"Condominium Documents"** means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as any or all of the foregoing may be amended from time to time.

Section 3.7 **"Condominium Premises"** means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Atwater Commons.

Section 3.8 **"Condominium Project", "Condominium" or "Project"** are used synonymously to refer to Atwater Commons.

Section 3.9 **"Condominium Subdivision Plan"** means Exhibit B to this Master Deed.

Section 3.10 **"Consolidating Master Deed"** means the final amended Master Deed which shall describe Atwater Commons as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto.

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

Section 3.12 **"Developer"** means Gulf Atwater, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.12 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.13 **"Development and Sales Period"** means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

Section 3.14 **"First Annual Meeting"** means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 3.15 **"PUD"** means the Atwater Commons Planned Unit Development adopted pursuant to the Village Zoning Ordinance of which the Condominium is a part.

Section 3.16 **"Transitional Control Date"** means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with Developer exceed the votes that may be cast by Developer.

Section 3.17 **"Unit or Condominium Unit"** each means the enclosed space constituting a single complete residential Unit in Atwater Commons, as such space may be described in Section 5.1

of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" is defined under the Act.

Section 3.18 "Village" means the Village of Lake Orion, a Michigan municipal corporation, in the State of Michigan.

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

ARTICLE IV

COMMON ELEMENTS

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

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

(a) Land. The portion of the land described in Article II hereof that is designated in Exhibit B as General Common Elements.

(b) Electrical. The electrical transmission mains and wiring throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit, together with common lighting for the Project.

(c) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.

(d) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to the point of entry to each Unit.

(e) Gas. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, the fixtures for and contained within any Unit.

(f) Water. The water distribution system throughout the Project, including water shut off valves and any portions of the water distribution system that are contained within Unit walls, up to the point of connection with, but not including, the fixtures for and contained within any Unit.

(g) Sanitary Sewer. The sanitary sewer system throughout the Project, including any portions of the system that are contained within Unit walls, up to the point of connection with, but not including, plumbing and plumbing fixtures contained within any Unit.

(h) Storm Water Drainage Facilities. The storm water drainage system throughout the Project, including the storm water detention basin and other apparatus depicted as such on the plans for the PUD.

(i) **Roads and Parking Areas.** All roadways, curbs and medians, sidewalks, including the individual walkways to each Unit, and designated parking areas within the Project. However, the Developer, during the Development and Sales Period and thereafter, the Association, may, in their discretion, dedicate the roadways to the public.

(j) **Landscaping.** All landscaping, berms, trees, plantings, and signage for the Project, benches, tables and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.

(k) **Fencing.** Any wall, fencing or similar structure, including privacy fences, located within the General or Limited Common Elements.

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

(m) **Construction.** Foundations, supporting columns, Building perimeter walls and interior and exterior Building doors (excluding windows, doorwalls, and Unit entry doors), outside connecting walls, roofs (including those over porches), ceilings and floor construction between Units and Unit levels, and chimneys.

(n) **Mailboxes.** Each centralized multiple mailbox structure located throughout the Project, exclusive of the individual mailboxes contained therein.

(o) **Other.** Such other elements of the Project not designated in this Article IV as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project, including, without limitation, any centralized trash disposal area and/or container, if any, which is designated by Developer as a General Common Element. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by, or dedicated by Developer to, the local public authority or the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 4.2 Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of the Co-owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) **Porches and Balconies.** Porches and balconies that are adjacent to a Unit are restricted for the use of the Co-owner of the applicable Unit, as shown on Exhibit B.

(b) **Air Conditioner Compressors.** Each air conditioner compressor and pad located outside each Building is restricted for the use of the Co-owner of the Unit that is serviced by such compressor.

(c) **Interior Surfaces.** The interior surfaces of Unit perimeter walls, ceilings, and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit, including, without limitation, any fixtures (lighting, plumbing, electrical, gas, telephone or otherwise) located within a Unit.

(d) **Windows, Doorwalls, and Unit Entry Doors.** Windows, doorwalls, and Unit entry doors shall be appurtenant as Limited Common Elements to the Units to which they are attached.

(e) **Storm Doors.** Storm doors are installed on the Unit(s). The storm doors shall be maintained, repaired and/or replaced by the Association. The cost of such maintenance, repair or replacement shall be borne by the Association, except where such maintenance, repair or replacement is caused by the Co-owner.

(f) **Mailboxes.** Each individual mailbox within a centralized multiple mailbox structure located throughout the Project is restricted for the use of the Co-owner of the applicable Unit.

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

(a) **Front Entry Porches and Balconies.** The cost of maintaining, repairing and replacing any front entry porches and balconies shall be borne by the Association, including, without limitation, snow and ice removal.

(b) **Landscaping.** The cost of maintaining the Common Area landscaping shall be borne by the Association.

(c) **Water Heaters and Furnaces.** The cost of maintaining, repairing and replacing a water heater and furnace shall be borne by the Co-owner of the Unit serviced by such water heater and furnace.

(d) **Air-Conditioner Compressors.** The cost of maintaining, repairing and replacing a Unit's air-conditioner compressor shall be borne by the Co-owner of the Unit serviced by such compressor.

(e) **Interior Maintenance.** The cost of decorating, maintaining, repairing and replacing all interior surfaces referenced in Section 4.2(c) above shall be borne by the Co-owner of the Unit containing such interior surfaces.

(f) **Windows, Doorwalls, and Unit Entry Doors.** The cost of maintaining, repairing and replacing all windows, doorwalls, and Unit entry doors referred to in Section 4.2(d) above shall be borne by the Association, except that the Co-owner of the Unit to which such windows and doorwalls are attached shall be responsible, at such Co-owner's cost and expense for maintaining and cleaning the glass and screens within such windows and doorwalls. The Association shall be responsible for repairing and replacing the glass and screens, except in cases where the damage thereto was caused by the abuse or neglect of the Co-owner.

(g) **Common Lighting.** Developer may, but is not required to, install illuminating fixtures within the Condominium Project and to designate the same as common lighting (other than porch lighting attached to Units) as provided in Section 4.1(b) above. Some of the common lighting may be installed within the General Common Elements. The cost of electricity for common lighting shall be paid by the Association. Said fixtures (including exterior lights on Buildings), other than porch light fixtures, shall be maintained, repaired,

renovated, restored, and replaced and light bulbs furnished by the Association. No Co-owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. Each Co-owner shall be responsible for paying the electrical charges for porch lighting that is attached to such Co-owner's Unit and for replacing light bulbs within such fixtures. The size and nature of the bulbs to be used in all exterior lighting fixtures shall be determined by the Association in its discretion. Co-owner's porch lighting fixtures may operate on photoelectric cells. The timers for such photo cells, if any, shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(h) **Utility Services.** All costs of electricity, cable television, gas and telephone shall be borne by the Co-owner of the Unit to which the services are furnished. All costs of water service provided to the Units and Common Elements, and any other utility services furnished to the Project, shall be borne by the Association as an operating expense and assessed against the Units in accordance with Article II of the Bylaws. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Association, except to the extent that such expenses are borne by a utility company or a public authority.

(i) **Storm Water Drainage Facilities.** The Association shall be responsible for maintaining, repairing and replacing the storm water drainage facilities within the Project.

(j) **Private Roads and Parking Areas.** The private roadways, curbs and medians, sidewalks and walkways, driveways and parking areas within the Project, as shown on the Condominium Subdivision Plan, shall be maintained (including, without limitation, snow and ice removal, except to the extent such service is provided by the Village), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the foregoing areas on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The Association may establish a reserve fund and/or other form of assessment in accordance with Article II of the Bylaws for the purpose of satisfying the Association's obligations with respect to the foregoing areas. The Association's obligations under this Section shall terminate at such time as the roadways are dedicated and accepted as a public improvement.

(k) **Fences.** The cost of maintaining and repairing any fences installed within the Common Elements shall be borne by the Association.

(l) **Storm Doors.** The cost of maintaining, repairing and/or replacing any storm door shall be borne by the Association, except in cases where the damage thereto was caused by the abuse or neglect of the Co-owner, in which event, the Co-owner shall be separately assessed for the cost of such repair or replacement.

(m) **General Common Elements; Other.** The costs of maintaining, repairing and replacing all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any express provisions to the contrary, which are set forth in the Bylaws.

Section 4.4 Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner that is inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited

Common Elements, including, without limitation, basketball backboards and other recreational structures, without the prior written approval of Developer during the Development and Sales Period and the Association thereafter.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of all of the space contained within the finished unpainted walls and ceilings and above the finished subfloor, all as shown on the floor plans and sections on Exhibit B and delineated with heavy outlines.

Section 5.2 Percentage of Value. The percentage of value for each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-owner's respective proportionate share in the proceeds and expenses of the Association's administration and the value of such Co-owner's vote at meetings of the Association of Co-owners with respect to matters that require votes to be cast on a percentage of value basis. The total value of the Project is one hundred (100%) percent.

Section 5.3 Modification of Units. Subject to the terms of the PUD Agreement, Developer may, in its sole discretion, and without being required to obtain the consent of any other person whatsoever (including Co-owners and mortgagees) modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan or any recorded amendment or amendments thereof. Any such modifications by Developer shall be effective upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, readjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 5.3 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 6.1 Area of Future Development. The Condominium Project established pursuant to this Master Deed consists of twenty-four (24) Units, and is intended to be part of an Expandable Condominium under the Act, which will contain a maximum of one hundred eight (108) Units. Additional Units, if any, will be constructed upon all or portions of the following described real property:

Part of Lots 67, 68, 78, 79, 95, 98, and part of Outlot "B", of "Assessor's Replat of Decker's Addition To The Village of Orion and Part of Canandaigua City", a subdivision of part of the Northeast 1/4 of Section 11, Town 4 North, Range 10 East and part of the Southeast 1/4 of Section 2, Town 4 North, Range 10 East, Village of Lake Orion, Oakland County, Michigan, as recorded in Liber 52 of Plats, on Pages 17 and 17A of Oakland County Records, commencing at the East 1/4 corner of said Section 11, thence S 77°23'00" E, 249.55 feet along the South line of The Village of Lake Orion as depicted on "Supervisor's Plat No. 1", as recorded in Liber 52 of Plats, on Page 18 to the westerly line of "John Winter's Addition", as recorded in Liber 33 of Plats, on Page 27; thence along said westerly line N 22°14'31" W, 527.14 feet to the Point of Beginning; thence S 67°26'23" W, 42.44 feet; thence N 22°33'37" W, 217.52 feet; thence N 21°31'07" W, 149.69 feet; thence N 86°20'25" W, 191.91 feet; thence 81.68 feet along a curve to the right, radius 52.00 feet, central angle 90°00'00", chord bearing N 41°20'25" W, 73.54 feet; thence N 03°39'35" E, 321.46 feet; thence S 87°03'24" E, 467.07 feet to a point on the westerly line of "John Winter's Addition (Liber 33, Page 27); thence along said line S 05°47'48" W, 675.32 feet to the Point of Beginning.

The foregoing described property is identified on Exhibit B as the "Area of Future Development".

Section 6.2 Increase in Number of Units. Notwithstanding anything to the contrary contained in this Master Deed, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium Project of any portion of the Area of Future Development. Subject to the terms of the PUD Agreement, the location, size, and configuration of all such additional Units that may be located in the Area of Future Development shall be determined by the Developer in its sole discretion.

Section 6.3 Expansion Not Mandatory. Nothing contained in this Article VI shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed. There are no restrictions on the Developer's ability to expand the Project other than as explicitly set forth herein and in the PUD Agreement. The Developer has no obligation to add to the Condominium Project all or any portion of the Area of Future Development described in this Article VI nor is there any obligation to add portions thereof in any particular order.

Section 6.4 Amendment of Master Deed and Modification of Percentages of Value. The expansion of the Condominium Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to the Developer, in its discretion. Each such amendment to the Master Deed shall proportionately re-adjust the percentage of value set forth in Article V, in order to reflect a total value of 100% for the entire Condominium Project, as expanded pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. However, such re-adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the method originally used by the Developer to determine percentages of value for the Project.

Section 6.5 Redefinition of Common Elements. Any amendments to the Master Deed for the purpose of expanding the Project shall contain such further delineations of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways and sidewalks located in the Project.

Section 6.6 Consolidating Master Deed. If the Project is expanded, a Consolidating Master Deed shall be recorded pursuant to the Act when the project is finally concluded as determined by the Developer, in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 6.7 Consent of Interested Persons. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to all amendments to this Master Deed prepared by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units which the Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be effected without the necessity of re-recording the entire Master Deed or the exhibits hereto and may incorporate by reference all or any portion of this Master Deed and exhibits.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 7.1 Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of one hundred eight (108) Units on the land described in Article II and/or Article VI hereof. Subject to the terms of the PUD Agreement, Developer has the right to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land described in Article II and/or Article VI hereof, including portions of the Project labeled on Exhibit B as "must be built". Developer's right to use all or a portion of the land so withdrawn is subject to the terms of the PUD Agreement. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by Developer in its sole judgment, but in no event shall the number of Units be less than three (3).

Section 7.2 Amendment of Master Deed. Any contraction in size of this Condominium Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion. Each such amendment to the Master Deed shall proportionately readjust the percentages of values set forth in Article V, in order to reflect the total value of 100% for the entire Project, as contracted pursuant to the applicable amendment to this

Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

Section 7.3 Redefinition of Common Elements. Any amendments to the Master Deed pursuant to Section 7.2 shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, save and provide access to the Units in the Condominium Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VII, including, but not limited to, the connection of roadways, sidewalks, and walkways that may be located on, or planned for the area which is withdrawn for the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways, sidewalks, and walkways located in the Project.

Section 7.4 Consent of Interested Parties. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VII and to any proportionate reallocation of percentages of value of Units which Developer determined are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all of any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VIII

CONSOLIDATION, AND OTHER MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS

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

Section 8.1 Modification of Units. Subject to the terms of the PUD Agreement, Developer may, in its sole discretion, and without obtaining the consent of any other person whatsoever (including Co-owners and mortgagees of Units), during the Development and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Section 10.1 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 8.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all or some Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.1 and, subject to the limitations set

forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Section 10.1 of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 8.2 Consolidation or Relocation of Units. Subject to the terms of the PUD Agreement, during the Development and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 10.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

Section 8.3 Limited Common Elements.

(a) **Assignment.** Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VIII or for other purposes permitted under the PUD Agreement.

(b) **Amendment of Master Deed and Subdivision Plan.** The exercise of any of Developer's rights under this Section 8.3 with respect to any Limited Common Element area shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its sole discretion. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Section 8.3, if any, and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of

such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

Section 8.4 Right to Construct Amenities. Subject to the terms of the PUD Agreement, Developer reserves the right to construct and/or remove various amenities, including, by way of example, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities shall be collectively referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

ARTICLE IX

EASEMENTS

Section 9.1 Easement For Maintenance of Encroachments. 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 such encroachment, and for the maintenance, repair and restoration of the encroaching property. In the event of damage or destruction, there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance, repair and restoration of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element.

Section 9.2 Easements Retained by Developer.

(a) Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, operate, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, water, sanitary sewer, gas, telephone, electrical, and telecommunications improvements, for the purpose of servicing any portion of the Area of Future Development and/or any portion of the Project which is withdrawn in accordance with Article VII above. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 9.2(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance.

(b) Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Development and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, sidewalks, water mains, sanitary sewers, storm drains, detention basins, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the

foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

(c) Developer reserves for itself, its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, an easement and right of use over all roadways and walkways in the Condominium Project, for the purpose of providing vehicular and pedestrian access to and from the Area of Future Development to the public roads which are adjacent to the Project.

Section 9.3 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Development and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 9.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to maintain, repair and/or replace any water shut off valve and/or to inspect the improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Development and Sales Period) and thereafter by the Association.

Section 9.5 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act

and shall be paid over to and shall be the property of the Association. Notwithstanding the foregoing, Developer shall be entitled to receive a fee for such service during the Development and Sales Period.

Section 9.6 Reciprocal Easements. In the event any portion of the Project is withdrawn in accordance with Article VII above, Developer reserves for the Co-owners and the owners/tenants of the buildings contained within the area withdrawn, their respective licensees, invitees, visitors and guests, permanent and non-exclusive reciprocal easements over, under, across and through the roadways, sidewalks, water mains, sanitary sewers, storm drains, electric lines, telephone lines, gas mains, cable television and other telecommunication lines, and other public and private utility lines located within the Condominium Premises, for the purpose of: (i) providing common vehicular and pedestrian ingress and egress to and from the Condominium Premises, the area withdrawn, and the public road which serves the Condominium Premises; (ii) operating, maintaining, repairing, and replacing the common storm drainage system which accommodates the discharge and runoff of storm drainage from the Condominium Premises and the area withdrawn; and (iii) operating, maintaining, repairing, and replacing the public and private utilities which service the Condominium Premises. The Association shall be responsible for the maintenance, repair and replacement of the roadways, sidewalks, water mains, sanitary sewers, storm drains, electric lines, telephone lines, gas mains, cable television and other telecommunication lines, and other public and private utility lines located within the Condominium Premises, which shall be expenses of the Association for administering the Project.

Section 9.7 School Bus, Trash Removal and Emergency Vehicle Access Easement. Developer reserves for the benefit of the Village, any private or public school system, and any emergency service agency, an easement over all roadways in the Condominium for use by the Village, private or public school busses, trash removal and/or recycling material pickup vehicles and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. The foregoing easement shall in no way be construed as a dedication of any roadways to the public.

Section 9.8 Association Assumption of Obligations. The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 9.9 Termination of Easements. Developer reserves the right, during the Development and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

Section 9.10 Declaration of Easements Covenants and Restrictions. A Declaration of Easements Covenants and Restrictions was entered into by Developer and the developer of property adjacent to the Condominium in order to establish easements necessary for the development and use of the Condominium and the adjacent property and to establish maintenance and cost-sharing obligations with respect to areas shared by the Condominium and such adjacent property (the "Declaration of Easements Covenants and Restrictions"). Accordingly, the Condominium is subject to the easements and other terms and conditions contained in the Declaration of Easements Covenants and Restrictions.

ARTICLE X

AMENDMENT

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

Section 10.1 Co-owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant, except as otherwise expressly provided to the contrary in this Master Deed or Bylaws.

Section 10.2 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Development and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments required by governmental authorities, or for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 10.3 Change in Value of Vote, and Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article V, Article VI, Article VII or Article VIII of this Master Deed.

Section 10.4 Mortgagee Approval. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee (as defined in the Act), in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units who held a duly recorded mortgage or a duly recorded assignment of a mortgage against a Unit on the date on which the proposed amendment to the Master Deed is approved by the requisite majority of the Co-owners, shall be required for such amendment. Each mortgagee entitled to vote shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

- (a) Termination of the Condominium Project.

(b) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.

(c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.

(d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.

(e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

(f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

Section 10.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-owners.

Section 10.6 Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer. If the Association amends the Condominium Documents on its own initiative, with Developer approval, the Association shall pay for the cost of amending such Condominium Document(s), including reasonable attorneys' fees.

Section 10.7 Planned Unit Development. Developer is developing the Project as part of the PUD, pursuant to a PUD Agreement entered into between the Village and the developer of the PUD (the "PUD Agreement"). Accordingly, the provisions of this Master Deed shall be subject to the provisions of the PUD Agreement. In addition, notwithstanding anything to the contrary contained in this Master Deed, any amendments to this Master Deed that conflict with the terms of the PUD Agreement shall require the prior approval of the Village.

ARTICLE XI

DEVELOPER'S RIGHT TO USE FACILITIES

Subject to the terms of the PUD Agreement, Developer, its successors and assigns, agents and employees may maintain offices within Units, and parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the

