

MASTER DEED

Silver Lake Farms Condominium

This Master Deed is made and executed on this 18 day of August, 1994, by Saturn Developments, L.L.C., a Michigan Limited Liability Company and Lee Churchill, and Nancy Churchill, his wife, hereinafter referred to as "Developer", whose post office address is 818 Whisperwood Trail, Fenton, MI 48430, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with 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, the Developer does, upon the recording hereof, establish Silver Lake Farms Condominium as a Condominium Project under the Act and does declare that Silver Lake Farms Condominium (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Silver Lake Farms Condominium, Genesee County Condominium Subdivision Plan No. \_\_\_\_\_. The architectural plans for the Project were approved by the Fenton Township. 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 herein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit, to construct, subject to building restrictions, residential premises thereon, and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

## ARTICLE II

### LEGAL DESCRIPTION

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

Part of the West  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 28, T5N-R6E, Fenton Township, Genesee County, Michigan. Being more particularly described as Commencing at the North  $\frac{1}{4}$  Corner of Section 28: thence South 89 degrees 27 minutes 25 seconds East along the North line of said Section, 218.00 feet; thence South 00 degrees 32 minutes 00 seconds West, along the centerline of Pinewood Trail (a private road, 66 feet wide), 485.90 feet; thence South 54 degrees 12 minutes 30 seconds East along said centerline, 85.24 feet; thence South 00 degrees 08 minutes 53 seconds West, 40.61 feet to a point on the West line of said Pinewood Trail and the Point of Beginning of the parcel of land to be described; thence Southerly along said West line of Pinewood Trail the following four courses; South 54 degrees 12 minutes 30 seconds East, 213.50 feet and South 15 degrees 21 minutes 30 seconds East, 707.10 feet and South 00 degrees 04 minutes 00 seconds West, 461.60 feet and South 26 degrees 06 minutes 41 seconds West, 11.52; thence North 59 degrees 21 minutes 49 seconds West, 150.00 feet; thence South 26 degrees 06 minutes 41 seconds West, 125.00 feet; thence North 59 degrees 32 minutes 02 seconds West, 52.14 feet; thence North 89 degrees 54 minutes 00 seconds West, 124.96 feet; thence South 00 degrees 05 minutes 18 seconds West, 178.14; thence North 85 degrees 28 minutes 49 seconds West, 239.09 feet to a point on the East Line Curtwood Drive (a private road, 50 feet wide); thence Northerly along the East line of Curtwood Drive, the following four courses, North 00 degrees 08 minutes 53 seconds East, 699.45 feet and North 17 degrees 48 minutes 03 seconds East, 223.06 feet and North 44 degrees 58 minutes 03 seconds East, 236.00 feet and North 00 degrees 08 minutes 53 seconds East, 368.29 feet to the Point of Beginning.

### EASEMENT DESC.

Pinewood Trail, a non-exclusive 66 foot wide easement for ingress and egress until such a time as a public road abuts properties,

the center of which is described as follows: Beginning at a point on the East and West ¼ line, East, 644.60 feet from the interior ¼ corner of said Section; thence North 18 degrees 38 minutes West, 465.00 feet; thence North 26 degrees 07 minutes 30 seconds East, 412 feet; thence North 00 degrees 04 minutes East, 473.70 feet; thence North 15 degrees 21 minutes 30 seconds West, 740.90 feet; thence North 54 degrees 12 minutes 30 seconds West, 327 feet; thence North 00 degrees 32 minutes East, 485.90 feet to the North Section line, said point being in the centerline of Silver Lake Road, East 218.00 feet from the North ¼ corner of said Section 28.

### ARTICLE III

#### DEFINITIONS

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

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

Section 2. ASSOCIATION. "Association" means Silver Lake Farms 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. 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 Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. COMMON ELEMENTS. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof, and shall specifically exclude all residential buildings and structures on a Unit intended for individual use and occupancy by a co-owner, all structures appurtenant thereto, and all fixtures thereon or appurtenant thereto.

Section 5. CONDOMINIUM DOCUMENTS. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association

as all of the same may be amended from time to time.

Section 6. CONDOMINIUM PREMISES. "Condominium Premises" means and includes the land, some of the utility lines and facilities thereon, and all easements, rights and appurtenances belonging to Silver Lake Farms Condominium as described above. Because Silver Lake Farms Condominium is a site condominium, no residential buildings are included in the "Condominium Premises".

Section 7. CONDOMINIUM PROJECT, CONDOMINIUM OR PROJECT. "Condominium Project", "Condominium" or "Project" means Silver Lake Farms Condominium as a Condominium Project established in conformity with the provisions of the Act.

Section 8. CONDOMINIUM SUBDIVISION PLAN. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. CONSOLIDATING MASTER DEED. "Consolidating Master Deed" means the final amended Master Deed which shall describe Silver Lake Farms Condominium as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VII hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the Office of the Genesee County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. CONSTRUCTION AND SALES PERIOD. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential development adjacent to the Condominium Premises.

Section 11. CO-OWNER OR 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", whenever used, shall be synonymous with the term "Co-owner".

Section 12. DEVELOPER. "Developer" means Saturn Development and Lee Churchill, which has made and executed this Master Deed, and his successors and assigns. Both successors and assigns shall always be deemed to be included with the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. FIRST ANNUAL MEETING. "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 may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's

sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after (i) the expiration of 54 months from the date of the first Unit conveyance or (ii) 75% of all Units which may be created are sold, whichever first occurs.

Section 14. TRANSITIONAL CONTROL DATE. "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-owners takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

Section 15. UNIT OR CONDOMINIUM UNIT. "Unit" or "Condominium Unit" each means the bounded, defined volume of air space constituting a single complete residential Unit in Silver Lake Farms Condominium, as such volume may be described in Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. A Unit shall consist solely of that volume and the land therein and shall not include residential buildings or structures thereon.

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

#### ARTICLE IV

##### COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. GENERAL COMMON ELEMENTS. The General Common Elements are:

- (a) LAND. The land described in Article II hereof not otherwise described as Limited Common Elements or Units, including any roads, sidewalks and parking spaces that are not identified as Limited Common Elements or Units.
- (b) ELECTRICAL. The electrical transmission system throughout the Project up to the boundary line of each Unit, together with common lighting for the Project, if any is installed.
- (c) TELEPHONE. The telephone system throughout the Project up to the boundary line of each Unit.
- (d) GAS. The gas distribution system throughout the Project up to the boundary line of each Unit.

- (e) STORM SEWER. The storm sewer system, if any is installed, throughout the Project.
- (f) TELECOMMUNICATIONS. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- (g) SANITARY SEWER. The sanitary sewer system throughout the Project up to the boundary line of each unit.
- (h) OTHER. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project, and specifically excluding all dwelling structures and elements and portions thereof.

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

Section 2. LIMITED COMMON ELEMENTS. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

- (a) The area of land surrounding each site Unit that is designated on Exhibit B hereto as Limited Common Element appurtenant to that Unit.

Specifically excluded from the General Common Elements and Limited Common Elements are all structural, utility and decorative elements and portions of structures intended for habitation by co-owners, including but not limited to: interior surfaces and exterior surfaces of residential structures and the space and items between those surfaces, and ceilings, floors, patios, air conditioners, compressors, compressor pads, garages, garage doors, hardware, utility meters, doors, windows, screens, porches, foundations, supporting columns, walls, roofs, fireplaces and chimneys (and spaces between the above items) of residential buildings constructed in the Condominium Project and the individual wells serving the respective Units.

Section 3. RESPONSIBILITIES. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

The responsibility for and costs of maintenance, repair and replacement of all items located within the boundaries of a Unit shall be borne by the co-owners of that Unit.

The responsibility for and costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to the provisions of Article VI, Section 13 of the Bylaws. The responsibility of the Association under this paragraph shall expressly include, but not necessarily be limited to, responsibility for and costs of maintenance, repair and replacement of all General Common Element storm water sewer, drainage, retention and detention systems and facilities and all General Common Element sanitary sewer facilities.

The responsibility for and costs of maintenance, repair and replacement of all Limited Common Elements shall be borne by the owner(s) with respect to whose unit(s) the Limited Common Elements are appurtenant.

Section 4. LANDSCAPING OF YARDS. Each co-owner may designate the nature, design and extent of plantings and landscaping to be installed on his Unit, subject to approval of the Association and, during the Construction and Sales Period, the Developer, with due consideration for uniformity, integrity of the Project, preservation of views and compatibility with the naturally occurring flora. The Association, subject to approval by Developer during the Construction and Sales Period, shall determine the nature, extent and design of all other landscaping and plantings on the Common Elements.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. DESCRIPTION OF UNITS. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Silver Lake Farms Condominium as prepared by Delta Land Surveying & Engineering, Inc., and attached hereto as Exhibit B. The architectural plans and specifications are on file with the Township of Fenton. Each Unit shall include all that ground area and air space contained within the boundary lines of the Unit as shown in Exhibit B hereto and delineated with heavy outlines, but excluding all structures and improvements thereon or therein. The dimensions shown on the plans in Exhibit B have been or will be physically measured by Delta Land Surveying & Engineering, Inc.

Section 2. PERCENTAGE OF VALUE. The percentage of value assigned to each Unit is set forth below. Because the sizes, burdens upon the resources of the Condominium, allocable expenses of maintenance of the respective units and other factors when taken in the aggregate result in a general equivalence

of those units, the percentages of value shall be equal for all units, and the total of the percentages of value shall be 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration (subject to Article II, Section 12 of the Bylaws) and the value of such Co-owner's vote at meetings of the Association of Co-owners. Set forth below are:

(a) Each Unit Number as it appears on the Condominium Subdivision Plan; and

(b) The percentage of value assigned to each unit.

Unit Number	Percentage of Value Assigned
1	6.66
2	6.66
3	6.66
4	6.66
5	6.66
6	6.66
7	6.66
8	6.66
9	6.66
10	6.66
11	6.66
12	6.66
13	6.66
14	6.66
15	6.66
<b>Total</b>	<b>100.00%</b>

*Lake Farm Court*

**ARTICLE VI**

**SUBDIVISION, CONSOLIDATION  
AND OTHER MODIFICATIONS OF UNITS**

Notwithstanding any other provisions of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, subject to all statutes and ordinances, in accordance with Section 48 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. Units shall not be subdivided under Section 49 of the Act.

Section 1. BY DEVELOPER. Developer reserves the sole right during the Construction and Sales Period and without the consent (except as required by the Act) of any other Co-Owner or any mortgagee of any Unit to:

(a) CONSOLIDATE CONTIGUOUS UNITS. Consolidate under single owner-

ship two or more contiguous Units which have a common boundary line, provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns. Such consolidation shall not be made without the approval of the Fenton Township Planning Commission.

(b) RELOCATE BOUNDARIES. Relocate any boundaries between adjoining Units, provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns. Boundaries shall not be relocated, except to correct minor survey errors, without the approval of the Fenton Township Planning Commission.

(c) AMENDMENTS TO EFFECTUATE MODIFICATIONS. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgement of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon those factors described in Article V, Section 2 hereof. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. 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 to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be affected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. BY CO-OWNERS. One or more Co-owners may undertake:

(a) CONSOLIDATION OF UNITS; RELOCATION OF BOUNDARIES. Co-owners of adjoining Units may relocate boundaries between their Units to eliminate boundaries between 2 or more Units upon written request to the Association

in accordance with Section 48 of the Act. Upon receipt of such request the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyance between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the Office of the Genesee County Register of Deeds. Such consolidation or relocation of boundaries shall not be made without the approval of the Fenton Township Planning Commission.

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

Section 4. CONSTRUCTION OF IMPROVEMENTS. Subject to the minimum size, time, building line, height, materials and other architectural restrictions then in effect for the Condominium Project, as adopted by the Developer during the Construction and Sales Period, and by the Board of Directors of the Association after the Construction and Sales Period, and as amended from time to time, a Co-owner may construct on his Unit one single-family residential building, including a basement, crawl space or other subsurface space located directly beneath that residential building and within the space directly beneath the ground area of the Unit. All such construction shall be in accordance with the above restrictions and all laws, statues, ordinances, rules, regulations and governmental restrictions. Each ranch style residential building shall have a minimum floor area of 1,800 square feet; each two story, tri level, or quad level residential building shall have a minimum floor area of 2,600 square feet, including basements and garages and include a minimum 24' x 24' attached garage. No manufactured homes or modular homes or mobile homes are to be allowed to be constructed or placed on any unit in the development, see Architectural Building Restrictions.

#### ARTICLE VII

The Condominium Project is not an Expandable Condominium as defined in the Act.

Single story - 1800 sq ft  
Single 1/2 story - 2200 sq ft  
2 story - 2600 sq ft

## ARTICLE VIII

### CONVERTIBLE AREAS

The Condominium contains no convertible areas.

## ARTICLE IX

### EASEMENTS

#### Section 1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building or other improvement, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit or improvement thereon which supports a Common Element.

#### Section 2. EASEMENTS RETAINED BY DEVELOPER.

(a) ROADWAY EASEMENTS. Developer reserves for the benefit of itself, its successor and assigns, and all future owners of the land described in Article VII or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article II.

The Developer reserves the right at any time during the Construction and Sales Period to dedicate to the public a 60 foot right-of-way (or a right-of-way of such other width as may be required by the local public authority) over any or all of the roadways in Silver Lake Farms Condominium, shown as General Common Elements B. Any such right-of-way dedication 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 Exhibit B hereto, recorded in the Genesee County Records. 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 to effectuate the foregoing right-of-way dedication.

(b) UTILITY EASEMENTS. The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed

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 Exhibit B hereto, recorded in the Genesee County Records. 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 to effectuate the foregoing easement or transfer of title.

Section 3. GRANT OF EASEMENTS BY ASSOCIATION. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and right-of-way, over under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration or replacements 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 to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other facilities located within any Unit or its appurtenant Limited Common Elements.

Section 5. TELECOMMUNICATIONS AGREEMENTS. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the 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. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same 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.

Section 6. EASEMENTS ARE APPURTENANT. The benefits and burdens of the easements hereby reserved, created or provided for shall be appurtenant to and run with the land.

## ARTICLE X

### AMENDMENT

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

Section 1. MODIFICATION OF UNITS OR COMMON ELEMENTS. No Unit dimension may be modified in any material way without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided to the contrary.

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

Section 3. BY DEVELOPER. Prior to 1 year after expiration of the Construction and Sales period, the Developer may, without the consent of any Co-owner 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 as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. CHANGE IN PERCENTAGE OF VALUE. The value of the vote of any co-owner and the corresponding proportion of common expenses assessed against such co-owner shall not be modified without the written consent of such co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as provided in Article VI hereof.

Section 5. TERMINATION, VACATION, REVOCATION OR ABANDONMENT. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer together with 80% of the non-developer Co-owners.

Section 6. DEVELOPER APPROVAL. Article VI, Article IX and this Article X shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefited thereby.

ARTICLE XI

ASSIGNMENT

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

WITNESSES:

Linda Watts  
Lorie Hessler  
Linda Watts  
Lorie Hessler

Shawn Kleinberg  
Marilyn J. Holland  
Marilyn J. Holland  
Shawn Kleinberg  
Marilyn J. Holland  
Marilyn J. Holland

STATE OF MICHIGAN)  
:SS  
COUNTY OF GENESEE)

On this 18 day of August, 1994, the foregoing Master Deed was acknowledged before me by Robert F. Boettcher, and Craig L. Rockman, Partners of Saturn Developments, L.L.C., a Michigan Limited Liability Company on behalf of the Michigan Limited Liability Company.

VICTORY MAE HERRELL  
NOTARY PUBLIC - GENESEE COUNTY, MICH.  
MY COMMISSION EXPIRES 11-30-94

Victory Mae Herrell  
Notary Public  
Genesee County, Michigan  
My Commission Expires:

STATE OF MICHIGAN)  
:SS  
COUNTY OF GENESEE)

On this 26th day of August, 1994, the foregoing Master Deed was acknowledged before me by Lee Churchill, and Nancy Churchill, his wife.

Drafted by and when recorded return to:  
Craig L. Rockman  
1537 N. Leroy  
Fenton, MI 48430  
(810) 750-6011

Marilyn J. Holland  
Notary Public  
Genesee County, Michigan  
My Commission Expires: 5/26/97