

Model No. \_\_\_\_\_

Building No. \_\_\_\_\_

276 UNITS

**RECEIPT AND INSTRUCTION SHEET**

**MILL CREEK OF SHELBY**

Dear Co-owner:

At this time we are furnishing you with the Mill Creek of Shelby disclosure documents which include the Mill Creek of Shelby Purchase Agreement, Recorded Master Deed, Condominium Buyer's Handbook, Disclosure Statement, and all of the other documents as listed on "Exhibit A" attached hereto.

As provided in Sections 84 and 84a of the Michigan Condominium Act, unless you waive the right of withdrawal, your purchase agreement shall not become binding on you and you may withdraw from your purchase agreement without cause and without penalty before conveyance of the unit and within 9 business days after receipt of the following documents:

- (a) Recorded Master Deed.
- (b) Copy of the Purchase Agreement.
- (c) Condominium Buyer's Handbook.
- (d) Disclosure Statement.

"Business day" means a day of the year excluding a Saturday, Sunday, or legal holiday. The calculation of the 9 business-day period shall include the day on which the documents listed above are received if that day is a business day. During that time, you should be sure to carefully read the accompanying documents which control the operation of the Condominium and are of extreme importance to you in understanding the nature of the interest which you are purchasing and your relationship with the Condominium Project, its Co-owners and the Developer.

The signature of the purchaser upon this Receipt and Instruction Sheet is a prima facie evidence that the documents listed on Exhibit A attached hereto were received and understood by the Purchaser.

Very truly yours,

MICHIBAY, INC.

By: \_\_\_\_\_

Receipt of described Documents acknowledged:

By: \_\_\_\_\_

(If more than one Purchaser, all must sign)

Unit No.: \_\_\_\_\_

Dated: \_\_\_\_\_

VANOVERBEKE

EXHIBIT A

**DOCUMENTS FURNISHED WITH  
RECEIPT AND INSTRUCTION SHEET**

Master Deed

Condominium Bylaws

Condominium Subdivision Plan

Association Articles of Incorporation

Purchase Agreement

Escrow Agreement

Limited Warranty

Condominium Buyer's Handbook

Disclosure Statement

MASTER DEED  
MILL CREEK OF SHELBY

B671021

This Master Deed is made and executed on this 14th day of February, 1992, by Michibay, Inc., a Michigan corporation, hereinafter referred to as "Developer", whose post office address is 47200 Van Dyke, Utica, Michigan 48317, 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".

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 Mill Creek of Shelby as a Condominium Project under the Act and does declare that Mill Creek of Shelby (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 Mill Creek of Shelby, Macomb County Condominium Subdivision Plan No. 397. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element or the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit 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 Northeast 1/4 of Section 25, T. 3 N., R. 12 E.,

121-

21982  
Pac

February 19, 1992

Shelby Township, Macomb County, Michigan, being more particularly described as follows:

Beginning at a point which is S. 01° 32' 52" W., 60.02 feet along the North and South 1/4 line of Section 25 from the North 1/4 corner of Section 25, T. 3 N., R. 12 E.; thence N. 89° 56' 50" E., 299.45 feet along a line parallel with and 60 feet South of the North line of Section 25; thence, along the Westerly Right-of-way line of Milonas Drive (86 feet wide) S. 00° 03' 10" E., 75.00 feet and Southerly 151.24 feet along the arc of a curve to the right (Radius of 382.00 feet, central angle of 22° 41' 01", long chord bears S. 11° 17' 20" W., 150.25 feet) and S. 22° 37' 51" W., 75.00 feet and Southerly 357.24 feet along the arc of a curve to the left (Radius of 468.00 feet, central angle of 43° 44' 09", long chord bears S. 00° 45' 47" W., 348.63 feet); thence S. 89° 56' 50" W., 253.90 feet; thence N. 01° 32' 52" E., 640.36 feet along the North and South 1/4 line of Section 25 to the point of beginning; and

Part of the Northeast 1/4 of Section 25, T. 3 N., R. 12 E., Shelby Township, Macomb County, Michigan, being more particularly described as follows:

Beginning at a point which is S. 01° 32' 52" W., 60.02 feet along the North and South 1/4 line of Section 25 and N. 89° 56' 50" E., 385.45 feet along a line parallel with and 60 feet South of the North line of Section 25 and along the Easterly line of Milonas Drive (86 feet wide) S. 00° 03' 10" E., 75.00 feet Southerly 185.28 feet along the arc of a curve to the right (Radius of 468.00 feet, central angle of 22° 41' 01", long chord bears S. 11° 17' 20" W., 184.07 feet) S. 22° 37' 51" W., 15.00 feet from the North 1/4 corner of Section 25, T. 3 N., R. 12 E.; thence S. 67° 22' 09" E., 99.37 feet; thence S. 87° 57' 13" E., 230.39 feet; thence S. 00° 03' 10" E., 324.03 feet; thence S. 89° 56' 50" W., 336.16 feet; thence, along the Easterly right-of-way line of Milonas Drive (86 feet wide), N. 23° 14' 49" W., 19.22 feet and Northerly 305.87 feet along an arc of a curve to the right (Radius of 382.00 feet, central angle of 45° 52' 40", long chord bears N. 00° 18' 29" W., 297.77 feet) and N. 22° 37' 51" E., 60.00 feet to the point of beginning.

Reserving therefrom any portion deeded, taken or used for road purposes and subject to all easements and restrictions of record and all governmental limitations.

### 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 Mill Creek of Shelby 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 Mill Creek of Shelby 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 the Public Acts of 1978, as amended.

Section 2. **Association.** "Association" means Mill Creek of Shelby 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. Any action required of or permitted to the Association 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. Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws 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.

**Section 5. Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, 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 described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Mill Creek of Shelby as described above.

**Section 7. Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Mill Creek of Shelby, 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 Mill Creek of Shelby as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI 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 Macomb 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.

**Section 11. Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project and shall include a Land Contract Vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

**Section 12. Developer.** "Developer" means Michibay, Inc., a Michigan corporation, 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.

**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 properly may 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 the elapse of 54 months from the date of the

first Unit conveyance or (c) mandatorily after 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 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 mean the enclosed space constituting a single complete residential Unit in Mill Creek of Shelby, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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, including roads, parking and sidewalks, if any, not identified as Limited Common Elements.

(b) **Electrical.** The electrical transmission system 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.

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

(d) **Gas.** The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.

(e) **Water.** The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(g) **Telecommunications.** The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(h) **Construction.** Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), roofs, ceilings, floor construction between Unit levels and chimneys.

(i) **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 are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, 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, 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 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) **Patios, Courtyards and Decks.** Each individual patio, courtyard and/or deck, if any, in the Project is restricted in use to the Co-owner of the Unit which opens into such patio, courtyard and/or deck as shown on Exhibit B hereto.

(b) **Porches.** Each individual porch in the Project is restricted in use to the Co-owner of the Unit which opens into such porch as shown on Exhibit B hereto.

(c) **Garages and Driveways.** Each garage and adjacent driveway shall be appurtenant as a Limited Common Element to the Unit to which the garage and driveway corresponds as shown on Exhibit B hereto.

(d) **Garage Doors and Openers.** The garage door and electric garage door opener for each garage having the same shall be limited in use to the Co-owner of the Unit to which such garage is appurtenant as a Limited Common Element.

(e) **Air-Conditioner Compressors.** Each air-conditioner compressor, if any, located outside any building shall be limited in use to the Co-owner of the Unit which such compressor services.

(f) **Interior Surfaces.** The interior surfaces of Unit perimeter walls, ceiling and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(g) **Windows and Doors.** Windows and doors shall be appurtenant as Limited Common Elements to the Units which they service.

(h) **Fireplace Combustion Chamber.** Each Fireplace combustion chamber, if any, shall be a Limited Common Element to the Unit to which such fireplace combustion chamber services.

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

(a) **Garage Doors and Openers.** The costs of maintenance, repair and replacement of each garage door and electric garage door opener referred to in Section 2(d) above shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.

(b) **Air-Conditioner Compressors.** The costs of maintenance, repair and replacement of each air-conditioner compressor, if any, referred to in Section 2(e) above shall be

borne by the Co-owner of the Unit to which such air-conditioner compressor is appurtenant.

(c) **Windows and Doors.** The costs of maintenance, repair and replacement of all windows and doors referred to in Section 2(g) above shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant.

(d) **Interior Maintenance.** The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of the interiors of garages referred to in Section 2(c) above and all surfaces referred to in Section 2(f) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(e) **Fireplace Combustion Chamber.** The costs of maintenance (but not repair or replacement except in cases of Co-owner fault) of the fireplace combustion chamber, if any, referred to in Section 2(h) above shall be borne by the Co-owner of each Unit to which such Limited Common Element is appurtenant.

(f) **Patios, Courtyards and Decks.** The costs of maintenance, repair and replacement of each patio, courtyard and deck, if any, referred to in Article IV, Section 2(a) above shall be borne by the Co-owner of the Unit to which it relates. The Association shall be responsible for mowing any unenclosed area which consists mainly of lawn.

(g) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

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 Mill Creek of Shelby as prepared by MCS Associates, and attached hereto as Exhibit B. Each Unit shall include: (1) With respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative, approximate areas of the Units (excluding basements), disregarding insubstantial differences in size and with the resulting percentages reasonably adjusted to total precisely 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 the administration 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.

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

Unit Number	Percentage of Value Assigned
1	6.4616%
2	6.6141%
3	6.6141%
4	6.4616%
5	5.5414%
6	5.5923%
7	5.5923%
8	5.5414%
9	6.4616%
10	8.8460%
11	8.8460%
12	6.4616%
13	5.3228%
14	5.1602%
15	5.1602%
16	5.3228%

#### ARTICLE VI

##### EXPANSION OF CONDOMINIUM

Section 1. **Area of Future Development.** The Condominium Project established pursuant to the initial Master Deed of Mill Creek of Shelby and consisting of 16 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 276 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

Part of the North 1/2 of Section 25, T. 3 N., R. 12 E., Shelby Township, Macomb County, Michigan, being more particularly described as follows: Beginning at a point which is S. 01° 32' 52" W., 700.38 feet along the North and South 1/4 line of Section 25 from the North 1/4 corner of Section 25, T. 3 N., R. 12 E.; thence N. 89° 56' 50" E., 253.90 feet; thence, along the Westerly Right-of-way line of Milonas Drive (86 feet wide), Southerly 17.49 feet along the arc of a curve to the left (Radius of 468.00 feet, central angle of 02° 08' 31", long chord bears S. 22° 10' 34" E., 17.49 feet) and S. 23° 14' 49" E., 75.00 feet and Southerly 154.64 feet along the arc of a curve to the right (Radius of 382.00 feet, central angle of 23° 11' 39", long chord bears S. 11° 38' 59" E., 153.58 feet) and S. 00° 03' 10" E., 217.62 feet and Southerly 205.89 feet along the arc of a curve to the right (Radius of 307.00 feet, central angle of 38° 25' 31", long chord bears S. 19° 09' 36" W., 202.05 feet) and S. 38° 22' 21" W., 100.00 feet and Southerly 228.69 feet along the arc of a curve to the left (Radius of 393.00 feet, central angle of 33° 20' 27", long chord bears S. 21° 42' 07" W., 225.49 feet; thence S. 89° 56' 22" W., 234.77 feet along the boundary of "Victoria Subdivision No. 2" (Liber 94, Pages 4, 5 and 6, M.C.R.); thence N. 01° 32' 52" E., 730.21 feet; thence N. 46° 32' 52" E., 141.42 feet; thence N. 01° 32' 52" E., 104.75 feet along the North and South 1/4 line of Section 25 to the point of beginning.

And that part of the Northeast 1/4 of Section 25, T. 3 N., R. 12 E., Shelby Township, Macomb County, Michigan, being more particularly described as follows: Beginning at a point which is S. 01° 32' 52" W., 60.02 feet along the North and South 1/4 line of Section 25 and N. 89° 56' 50" E., 385.45 feet from the North 1/4 corner of Section 25, T. 3 N., R. 12 E.; thence N. 89° 56' 50" E., 940.37 feet along a line parallel with and 60 feet South of the North line of

Section 25; thence S. 01° 32' 26" W., 1572.33 feet along the boundary of "Heritage Place Condominium" (Liber 3625, Page 372, M.C.R.); thence S. 89° 56' 22" W., 1104.85 feet along the boundary of "Heritage Subdivision" (Liber 84, Page 20, M.C.R.) and "Victoria Subdivision No. 2" (Liber 94, Pages 4, 5 and 6, M.C.R.); thence along the Easterly right-of-way line of Milonas Drive (86 feet wide), Northerly 170.97 feet along the arc of a curve to the right (Radius of 307.00 feet, central angle of 31° 54' 32", long chord bears N 22° 25' 05" E., 168.77 feet) and N. 38° 22' 21" E., 100.00 feet and Northerly 263.56 feet along the arc of a curve to the left (Radius of 393.00 feet, central angle of 38° 25' 31", long chord bears N. 19° 09' 36" E., 258.65 feet) and N. 00° 03' 10" W., 217.62 feet and Northerly 189.45 feet along the arc of a curve to the left (Radius of 468.00 feet, central angle of 23° 11' 39", long chord bears N. 11° 38' 59" W., 188.16 feet) and N. 23° 14' 49" W., 55.78 feet; thence N. 89° 56' 50" E., 336.16 feet; thence N. 00° 03' 10" W., 324.03 feet; thence N. 87° 57' 13" W., 230.39 feet; thence N. 67° 22' 09" W., 99.37 feet; thence, along said Easterly right-of-way line of Milonas Drive, N. 22° 37' 51" E., 15.00 feet and Northerly 185.28 feet along the arc of a curve to the left (Radius of 468.00 feet, central angle of 22° 41' 01", long chord bears N. 11° 17' 20" E., 184.07 feet) and N. 00° 03' 10" W., 75.00 feet to the point of beginning.

(hereinafter referred to as "area of future development")

**Section 2. Increase in Number of Units.** Therefore any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units as may be constructed thereon shall be determined by Developer in its sole discretion subject only to approval by Shelby Township. All such improvements shall be reasonably compatible with existing structures in the Project, as determined by Developer in its sole discretion. No Unit shall be added to the Project that is not restricted exclusively to residential use.

**Section 3. Expansion Not Mandatory.** Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said area of future development as rental development, a separate condominium project or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

**Section 4. Amendment of Master Deed and Modification of Percentages of Value.** Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall

reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.

**Section 5. Redefinition of Common Elements.** 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, 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), 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. Consolidating Master Deed.** A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

**Section 7. Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing 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.

## ARTICLE VII

### CONVERTIBLE AREAS

**Section 1. Designation of Convertible Areas.** Each Unit in the Project and the surface of the lands immediately adjacent to each Unit in the Project extending up to approximately 15 feet from the structure are Convertible Areas within which the individual Units may be expanded and/or reduced in size, within which fireplaces may be constructed as Limited Common Elements and within which the Limited Common Elements appurtenant to such Units may be constructed and/or relocated. All patio areas as shown on the Condominium Subdivision Plan attached hereto are hereby designated as Convertible Areas within which decks may be constructed.

**Section 2. Developer's Rights.** Developer reserves the right, in its sole discretion, during a period ending no later than 6 years from the date of recording this Master Deed, to expand and/or reduce the size of individual Units, to construct and/or relocate Limited Common Elements, to construct fireplaces and to construct decks within the Convertible Areas.

**Section 3. Compatibility of Improvements.** All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on the other portion of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

**Section 4. Amendment of Master Deed.** Modifications within

this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendment. In connection with such amendment, 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.

Section 5. **Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing 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.

## ARTICLE VIII

### 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 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 (including interior Unit 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 interior wall which supports a Common Element.

Section 2. **Easements Retained by Developer.**

(a) **Roadway Easements.** Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI (including any other contiguous land the Developer hereinafter acquires) 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 VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of

dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI whose closest means of access to a public road is over such road.

(b) **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI (including any other contiguous land the Developer hereinafter acquires) or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, storm retention areas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

**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 rights-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 or for the benefit of any other land described in Article VI hereof; 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 replacement which they or any of them are required or permitted to perform under the Condominium Documents.

**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.

## ARTICLE IX

### AMENDMENT

This Master Deed and the 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. Co-owner Consent.** No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

**Section 2. 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, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

**Section 3. Change in Value of Vote, Maintenance Fee 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 like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as provided in Article V, Article VI and Article VII hereof.

**Section 4. Mortgagee Approval.** Pursuant to Section 90(1) of the Act, the 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 approval of any mortgagee unless the Amendment would materially alter or change the rights of a mortgagee, in which event 66-2/3% of the mortgagees shall approve such Amendment, giving one vote for each mortgage held.

**Section 5. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners.

**Section 6. Developer Approval.** Article V, Section 3, Article VI, Article VII, Article VIII and this Article IX 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 or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of construction of Units on the land described in Article VI hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

## ARTICLE X

### 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 Macomb County Register of Deeds.

WITNESSES:

Frank Aceti  
Frank Aceti

MICHIBAY, INC.,  
a Michigan corporation

Dawn Ann Conway  
Dawn Ann Conway

By: Anthony F. Lombardo  
President

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF Macomb )

On this 14th day of February, 1992, the foregoing Master Deed was acknowledged before me by Anthony F. Lombardo, the President of Michibay, Inc., a Michigan corporation, on behalf of the corporation.

Victoria H. Sivec  
Victoria H. Sivec  
Notary Public, Macomb County,  
Michigan  
My Commission Expires: May 16, 1995

Master Deed drafted by:

Mark J. Abdo  
Attorney at Law  
28014 Harper Road  
St. Clair Shores, Michigan 48081

When recorded, return to drafter

*Greco Will Call*

RECORDED IN MACOMB COUNTY  
RECORDS AT: 4:16 P.M.

FEB 19 1992

Edna H. Hill  
CLERK - REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN