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EXHIBIT "A"  
PINE RIDGE SITE CONDOMINIUM ASSOCIATION  
INITIAL BUDGET FOR FIFTY-FOUR (54) UNITS

ITEM

AMOUNT

Recorded on November 30, 2004 in  
Liber 4648, Pages 543-629, both  
inclusive, Livingston County Records.

RECORDED

COPY

2004 NOV 30 A 11:20

NANCY HAVILAND,  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI.  
48843

**AMENDED AND RESTATED MASTER DEED**

**PINE RIDGE SITE CONDOMINIUM**

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## **AMENDED AND RESTATED MASTER DEED**

### **PINE RIDGE SITE CONDOMINIUM**

This Amended and Restated Master Deed is made and executed on this 10<sup>th</sup> day of November, 2004, by Multi Building Co., Inc., a Michigan corporation, (hereinafter referred to as the "Developer"), whose office address is 1330 Goldsmith, Plymouth, Michigan 48170, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

WHEREAS, on November 24, 2003, Pine Ridge Development Company, L.L.C. ("Pine Ridge Development"), a Michigan limited liability company recorded a Master Deed in Liber 4255, Pages 372 through 454, Livingston County Records, to establish Pine Ridge Site Condominium as a residential condominium; said condominium (the "Condominium") being identified as Livingston County Condominium Subdivision Plan No. 297;

WHEREAS, on August 18, 2004, the Developer acquired all of the 54 Units established in the Condominium from Pine Ridge Development, along with the assignment of all of the rights of the developer with respect to the Condominium, whether established in the Master Deed and exhibits thereto or by the aforementioned Michigan Condominium Act; said assignment being made a matter of record by the recording of a certain Assignment of Developer's Rights at Liber 4566, Pages 690 through 693, Livingston County Records;

WHEREAS, pursuant to Article XI the Master Deed may be amended by the Developer with the approval of Oceola Township;

WHEREAS, the Developer desires to amend, restate and supersede the Master Deed in its entirety and cause this Amended and Restated Master Deed to become the Master Deed for the real property included in the Condominium as described in Article II below, and as the same may be expanded; and

WHEREAS, the Developer desires by recording this Amended and Restated Master Deed (hereinafter referred to as the "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 confirm 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 site condominium under the provisions of the Act.

NOW, THEREFORE, the Developer, by recording this Master Deed, hereby confirms Pine Ridge Site Condominium (sometimes herein referred to as "Pine Ridge") as a Condominium Project under the Act and declares that Pine Ridge Site Condominium

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 the 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. This document, together with the attached Exhibits A and B, entirely supersedes and replaces the above referenced Master Deed recorded at Liber 4255, Pages 372 through 454, both inclusive, Livingston County Records.

## ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Pine Ridge Site Condominium, Livingston County Condominium Subdivision Plan No. 297. The Condominium Project is established in accordance with the Michigan Condominium Act, as amended. 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 General Common Element road of the Condominium Project. Each Co-Owner in the Condominium Project shall have an exclusive right to the Unit owned by said Co-Owner and shall have an undivided and inseparable right to share with other Co-Owners the General Common Elements of the Condominium Project.

## ARTICLE II LEGAL DESCRIPTION

The land which comprises the Condominium Project as established by this Master Deed is located in Oceola Township, Livingston County, Michigan and is described as follows:

Commencing at the Southeast corner of Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan; thence N00°15'53"E 56.19 feet along the East line of said Section 30; thence along to the centerline of Eager Road as now relocated the following two courses: N01°30'23"W 113.67 feet and 139.06 feet along the arc of a 675.00 feet radius curve to the left, central angle of 11°48'13", a chord bearing N07°24'29"W 138.81 feet; thence N89°45'03"E 51.23 feet to a POINT OF BEGINNING; thence the following two courses along the Easterly right-of-way line of Eager Road as now relocated: 432.31 feet on the arc of a 725.00 feet radius curve to the left, central angle of 34°09'53", chord bearing N29°28'38"W 425.93 feet and N46°33'34"W 403.29 feet; thence N41°15'51"E 35.00 feet; thence

N43°26'26"E 120.00 feet; thence N68°08'08"E 55.03 feet; thence  
 N43°26'26"E 120.00 feet; thence N46°33'34"W 70.00 feet; thence  
 N43°26'26"E 120.00 feet; thence N20°04'47"E 54.46 feet; thence  
 N43°26'26"E 118.16 feet; thence N31°01'28"E 68.43 feet; thence  
 N58°14'02"E 111.35 feet; thence S78°47'52"E 93.04 feet; thence  
 S54°42'29"E 89.87 feet; thence S24°50'18"E 81.14 feet; thence  
 S05°18'58"E 94.20 feet; thence S23°11'47"W 71.31 feet; thence  
 S22°25'25"W 57.42 feet; thence S25°45'04"E 55.80 feet; thence  
 S44°32'18"E 72.74 feet; thence S46°09'08"E 87.43 feet; thence  
 S27°33'51"E 97.76 feet; thence S13°03'03"E 97.74 feet; thence  
 S05°09'46"W 97.62 feet; thence S17°55'04"W 94.02 feet; thence  
 S00°23'23"W 43.73 feet; thence N57°19'06"E 95.53 feet; thence  
 N72°15'28"E 68.37 feet; thence N87°56'49"E 88.18 feet; thence  
 S00°33'22"W 116.02 feet; thence S45°14'05"W 46.67 feet; thence 39.26  
 feet along the arc of a 60.00 foot radius non-tangential circular curve to the  
 right, with a chord bearing of S26°01'19"E 38.56 feet; thence N82°43'17"E  
 50.00 feet; thence S75°00'24"E 87.92 feet; thence S19°21'02"W 212.67  
 feet; thence S89°45'03"W 603.78 feet to the Point of Beginning, being part  
 of said Section 30 and Section 29, containing 16.85 acres, more or less, and  
 being subject to easements and restrictions of record, if any.

Together with and subject to easements, restrictions and governmental limitations of  
 record, and the rights of the public or any governmental unit in any part of the subject  
 property taken or used for Eager Road or any other street, road or highway purpose. Also  
 subject to the easements established and reserved in Article VI below.

### ARTICLE III DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and are or  
 may be used in various other instruments such as, by way of example and not limitation,  
 the Articles of Incorporation and rules and regulations of the Pine Ridge Site  
 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 Pine Ridge. 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 Michigan of 1978; as amended.

*Section 3.2* "Association" means the Pine Ridge Site Condominium  
 Association, which is the nonprofit corporation organized under Michigan law of which  
 all Co-Owners shall be members, and which shall administer, operate, manage and  
 maintain the Condominium. Any action which the Association is required or entitled to

take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

*Section 3.3* "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-Owners and which is required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate Bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act.

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

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

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

*Section 3.7* "Condominium Project, Condominium, or Project" are all used synonymously to refer to Pine Ridge Site Condominium, as the same may be expanded pursuant to Article VI of this Master Deed.

*Section 3.8* "Condominium Subdivision Plan" means Exhibit B to this Master Deed. The Condominium Subdivision Plan depicts and assigns a number to each Condominium Unit and describes the nature, location and approximate dimensions of certain Common Elements.

*Section 3.9* "Consolidating Master Deed" means the final amended Master Deed which shall describe Pine Ridge Site Condominium and any expansion thereof as a completed Condominium Project and shall reflect all Units and Common Elements therein, and the percentage of value applicable to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto.

*Section 3.10* "Construction and Sales Period" means the period commencing with the recordation of this Master Deed and continuing during the period that the Developer or any Successor Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project, as the same may be expanded pursuant to Article VI below..

*Section 3.11* "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. Developer is a Co-owner as long as Developer owns one or more Units. In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer may elect to retain the rights and obligations of a Co-owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer by including such election in the land contract used to sell the Unit. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-Owner."

*Section 3.12 "Developer"* means Multi Building Co., Inc., a Michigan corporation, and its successors or assigns. All development rights reserved to the Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states. The rights of the Developer may also be exercised by a separate party or entity as the Successor Developer of such additional units as may be created on land that may be added to the Condominium pursuant to Article VI below pursuant to such agreements as may be entered into by the Developer in its sole discretion without the consent of any Co-owner or mortgagee or any other party with an interest in the Condominium.

*Section 3.13 "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 fifty (50) % percent of the Units are sold, or (b) mandatorily after the first to occur of (i) the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (ii) not later than one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold but before ninety (90%) percent of all Units which may be created are sold.

*Section 3.14 "Future Expansion Area"* means the property which the Developer has reserved the right to add to the Condominium and to establish additional Units thereon, as more fully set forth in Article VI, below.

*Section 3.15 "Pine Ridge Community"* means the Condominium and the land that may be added to the Condominium pursuant to Article VI below, together with a second condominium development established under the name "Pine Ridge Corners" (hereinafter referred to as the "Duplex Condominium") by the recording of a certain Master Deed in Liber 4256, Pages 319 through 402, Livingston County Records, as the same may be amended and restated. The Duplex Condominium has been designated as Livingston County Condominium Subdivision Plan No. 298. The Pine Ridge Community also

includes certain land that may be added to the Duplex Condominium pursuant to the Master Deed thereof, including any amendment and restatement thereof.

*Section 3.16 "Storm Water Drainage Facilities"* means (i) the storm water drainage system and retention/sedimentation basin located within the Project, including the drainage easements within Unit boundaries, which are identified on Exhibit B to this Master Deed, and (ii) the storm water drainage system located within the County Road's right-of-way including, without limitation of the foregoing, any storm water system adjacent to or within the Project.

*Section 3.17 "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 exceed the votes which may be cast by the Developer.

*Section 3.18 "Unit or Condominium Unit"* each means a single condominium unit in Pine Ridge Site Condominium, as the same is described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same definition as the term "Condominium Unit" has in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit, including, by way of illustration only and not limitation, the dwelling and appurtenances, shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

#### ARTICLE IV COMMON ELEMENTS

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

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

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

(b) *Electrical.* The electrical transmission mains and wiring throughout the Project up to the point of lateral connection for Unit service located within or

at the boundary of each Unit, together with common lighting for the Project, if any is installed by the Developer or Association in its/their sole discretion.

(c) Telephone. The telephone system throughout the Project up to the ancillary connection for Unit service located within or at the boundary of each Unit.

(d) Gas. The gas distribution system throughout the Project up to the point of lateral connection for Unit service located within or at the boundary of each Unit and excluding the gas meter for each Unit.

(e) Sewer and Water. The sewer and water mains, manholes and other structures throughout the project up to the point of lateral connection for Unit service located within or at the boundary of each Unit and excluding any meter for each unit, all of which, including all necessary easements for maintenance and repair relating thereto, shall be dedicated to the Township of Ocoola and its assigns.

(f) Cable TV and Other Telecommunications. The cable television and other telecommunications system throughout the Project, if and when it may be installed, up to the point of the ancillary connection for Unit service located within or at the boundary of each Unit.

(g) Landscaping and Other Improvements. All landscaping, berms, trees, plantings and signage for the Project, pathways, and other structures and improvements, if any, located within the land designated in Exhibit B as General Common Elements.

(h) Drainage Facilities. The portion of the Storm Water Drainage Facilities located within the Project plus all open-ditch drainage and below-ground and aboveground drainage systems, if any, up to the boundary of each Unit, but excluding such portions thereof as are located within any Unit (collectively, the "Drainage Facilities").

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

(j) Roads. The roads constructed within the Condominium (including, the 20-foot wide parkway) as shown on the Condominium Subdivision Plan attached hereto as Exhibit B are private roads and, as such, are General Common Elements subject to an easement ("the Roadway Easement") for ingress, egress and other normal roadway use by the Co-Owners of all Units, and their families, guests, invitees, tradesmen and others bound to or returning from any Unit. No

Co-Owner shall prohibit, restrict, limit or in any manner interfere with the Roadway Easement.

(k) Recreation Facilities; Open Space. The tot lot and picnic area, including the pavers and sitting area or gazebo installed therein, constructed within the initial phase of the Condominium shall comprise General Common Elements of the Condominium subject to use by all Co-owners and their family members, guests and tenants and others as described in Article IX below. With the expansion of the Condominium as provided in Article VI below, the Condominium shall also include a fishing pier, an activity field, walking trails and additional open space; all of which shall comprise General Common Elements of the Condominium subject to use by all Co-owners and their family members, guests and tenants and others as further described in Article IX below.

(l) Other. Such other elements of the Project not designated in this Section 4.1 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 or safety of the Project. Although the Developer has reserved the right to create Limited Common Elements under certain conditions pursuant to this Master Deed, there are currently no Limited Common Elements within the Condominium.

Some or all of the Drainage Facilities, utility lines and systems (including mains and service leads) and equipment and/or the cable television and/or other telecommunications system described above may be owned by, or dedicated by the Developer to, the local public authority or the company that is providing the pertinent service. Accordingly, such portion of the Drainage Facilities, other utility lines, systems and equipment, and the cable television and/or other telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. The provisions of this paragraph also apply to such areas as may be added to the Condominium pursuant to Article VI below.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owner of the Unit to which the Limited Common Elements are appurtenant, as identified on Exhibit B to this Master Deed, except to the extent a Limited Common Element is subject to an easement reserved elsewhere in this Master Deed or any other instrument of record.

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

(a) Co-Owner Responsibility for Units. It is anticipated that a separate residential dwelling (including an attached garage and, perhaps, a porch and deck) will be constructed within each Unit depicted on Exhibit B. It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed within the Unit, which improvements and structures (collectively, "appurtenances") may include, but are not limited to, a driveway, deck, balcony, patio, atrium, courtyard, hot tub, swimming pool, play structure, basketball backboard, lawn, trees, plantings and other landscaping. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installation, maintenance, decoration, repair, renovation, restoration and replacement of any dwelling and of any improvements and appurtenances within a Unit shall be borne by the Co-Owner of the Unit which is served thereby; provided, however, that the location and exterior appearance of the dwelling and the appurtenances, to the extent visible from any other Unit or Common Element within the Project, shall be subject to the prior approval of the Developer during the Construction and Sales Period as provided in Section 16.16 of the Bylaws. Each Co-Owner shall also be responsible for arranging for and paying all costs in connection with the extension of utilities from the mains or such other facilities as are located near the boundary of such Co-Owner's Unit to the dwelling or other structures located within the Unit. Except as elsewhere provided in this Master Deed, (i) all costs of electricity, telephone, natural gas, storm drainage, cable television, other telecommunication systems and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished and (ii) all utility meters, laterals, leads and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration or replacement.

(b) Association Responsibility for Units. The Association, acting through its Board of Directors, may undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration and replacement functions with respect to Units, dwellings and appurtenances, as it may deem appropriate (including, without limitation, snow removal from driveways). Nothing contained herein, however, shall require the Association to undertake such responsibilities. Any such additional responsibilities undertaken by the Association shall be charged to any affected Co-Owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith. The Association, acting through its Board of

Directors, may also (but has no obligation to) undertake any maintenance, repair, renovation, restoration or replacement obligation of the Co-Owner of a Unit with respect to said Unit, the dwelling and appurtenances associated therewith, to the extent that said Co-Owner has not performed such obligation, and the cost thereof shall be assessed against said Co-Owner. The Association in such case shall not be responsible for any damage thereto arising as a result of the Association performing said Co-Owner's unperformed obligations.

(c) Limited Common Elements. Unless otherwise expressly provided in the Condominium Documents, the responsibility for and the cost of maintaining, repairing and replacing all Limited Common Elements shall be borne by the Co-Owner of the Unit(s) to which the Limited Common Elements are appurtenant.

(d) Roads. The Private Roads are private roads which are not required to be maintained by Ocala Township or the Livingston County Road Commission. The Association is responsible for maintenance, snow plowing and ice removal, repair, replacement, and/or resurfacing of the private roads. It is the Association's responsibility to inspect and to perform preventative maintenance of said private road on a regular basis in order to minimize the repair and replacement costs. Each Co-Owner acknowledges that the private roads are not built to county or township standards relative to a reduced right of way and road width, and therefore they shall remain private roads in perpetuity. Any costs incurred by the Association in performing its obligations under this Section 4.3(d) shall be prorated equally among the Co-Owners of all Units, and the Association shall assess such Co-Owners as frequently as need be and in the manner established by the Association's Board of Directors, or as part of the annual assessments described in the Bylaws attached hereto as Exhibit A. If the Township of Ocala finds it necessary to maintain the roads, any costs expended by the Township for maintenance shall be prorated equally among all Co-Owners of Units in Pine Ridge Site Condominium, and billed by the Township to the persons showing upon the last tax records to be the owners of said Units. The Township may add to the cost of maintenance a sum not to exceed twenty-five (25%) percent thereof, to cover the Township's overhead and administrative costs. All such statements shall be due and payable within thirty (30) days of receipt and any statement not paid shall become a lien and encumbrance upon the Unit with respect to which the statement is made. (A portion of the private road constructed within the area that may be added to the Condominium pursuant to Article VI hereof may be subject to certain cost sharing provisions regarding the maintenance, repair and replacement of said road as described in Article IX below.)

(e) Sidewalks and Pathways. The Association shall be responsible for the maintenance, repair and replacement of such sidewalks, pathways and boardwalks as may be constructed and installed within the Condominium and any expansion thereof and the cost thereof shall be included in the administrative costs

covered by the assessments collected by the Association pursuant to Article II of the By-Laws. The cost of maintaining, repairing and replacing the pathways and boardwalks that are part of the walking trail system described in Section 4.1(k) above shall be shared with the Co-owners of units in the Duplex Condominium, and any expansion thereof, as described in Article IX below.

(f) General Common Elements. The costs of making installations in the General Common Elements (excluding those made by the Developer) and of decorating, maintaining, repairing, renovating, restoring and replacing all General Common Elements and improvements and structures therein shall be borne by the Association, subject to any provision in the Condominium Documents which expressly provides to the contrary.

(g) Common Lighting. The Developer and/or the Association will install a street light at each point a street intersects with a public road and may, but is/are not required to, install luminating fixtures within the Condominium Project and to designate the same as common lighting 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 shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall be determined by the Association in its discretion and all lighting shall be shielded and directed down. No Co-Owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(h) Storm Water Drainage Facilities. The Association shall be responsible for maintaining, repairing and/or replacing, as necessary, the Storm Water Drainage Facilities.

(i) Lawn and Landscaping Maintenance within Units. Except as otherwise expressly provided in this Master Deed, the cost of maintaining, repairing or replacing individual lawns and all landscaping within a Unit shall be borne by the Co-Owner of the Unit.

(j) Residual Damage. Except as otherwise specifically provided in this Master Deed, any damage to any Unit or the dwelling and appurtenances associated therewith arising as a result of the Association undertaking its rights or responsibilities as set forth in this Section 4.3 shall be repaired at the Association's expense.

Section 4.4 Use of Units and Common Elements. No Co-Owner shall use his Unit or the Common Elements in any manner which is inconsistent with the purposes of

the Projector in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit, the Common Elements, or the Easements. In addition, no Co-Owner shall be entitled to construct or install any appurtenances on or within any General Common Element, the Roadway Easement or any other easements established pursuant to the Master Deed and Bylaws, without the prior written approval of the Developer or the Association.

## 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 prepared by Alpine Engineering, Inc. and attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines, together with all improvements and appurtenances located within such Unit boundaries. There are fifty-four (54) Units in the Condominium Project.

*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 be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each Co-Owner 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. The total of the percentages of value for all of the Units in the Project is one hundred (100%) percent.

## ARTICLE VI EXPANSION OF THE CONDOMINIUM

*Section 6.1 Area of Future Development; Maximum Number of Units.* The Developer (or such designated assignee of the Developer) shall have the unilateral right to add any or all of the following described Future Expansion Area to the Condominium Project and to establish additional Units upon such portion of the Future Expansion Area as may be added to the Condominium pursuant to the rights reserved in this Article VI. The land that may be added to the Condominium is located in Oceola Township, Livingston County, Michigan and is legally described as follows:

Commencing at the Southeast corner of Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan; thence N00°15'53"E 56.19 feet; thence N01°30'23"W 113.67 feet; thence 139.06 feet along the arc of a 675.00 foot radius curve to the left, central angle of 11°48'13", chord bearing N07°24'29"W 138.81 feet; thence N89°45'03"E 51.23 feet; thence along the Easterly right-of-way of Eager Road (100 feet wide, proposed), the following two courses: 432.31 feet



along the arc of a 725.00 radius curve to the left, central angle 34°09'53", chord bearing N29°28'38"W 425.93 feet, and N46°33'34"W 403.29 feet to the POINT OF BEGINNING; thence continuing along the Easterly right-of-way line of said Eager Road, the following three courses: N46°33'34"W 26.18 feet, 502.74 feet along the arc of a 625.00 foot radius curve to the right, central angle 46°05'14", chord bearing N23°30'57"W 489.29 feet, and N00°28'20"W 584.34 feet; thence N89°31'40"E 309.70 feet; thence 249.94 feet along the arc of a 300.00 foot radius curve to the left, central angle 47°44'03", chord bearing N65°39'38"E 242.77 feet; thence N41°47'37"E 270.61 feet; thence 141.07 feet along the arc of a 275.00 foot radius curve to the right, central angle 29°23'29", chord bearing N56°29'22"E 139.53 feet; thence N18°48'54"W 50.00 feet; thence 95.53 feet along the arc of a 325.00 foot radius curve to the right, central angle 16°50'27", chord bearing N79°36'20"E 95.18 feet; thence N88°01'34"E 28.53 feet; thence N33°15'09"W 257.80 feet; thence S89°51'37"E 1228.47 feet along the East-West line of Section 29, T3N, R5E, Oceola Township, Livingston County, Michigan; thence S00°03'18"E 2352.89 feet along the East line of the West of the Southwest of said Section 29; thence S89°45'03"W 697.70 feet; thence along the boundary of the Condominium Project, the following thirty three courses: N19°21'02"E 212.67 feet, N75°00'24"W 87.92 feet, S82°43'17"W 50.00 feet, 39.26 feet along the arc of a 60.00 foot radius non-tangential circular curve to the left, with a chord bearing of N26°01'19"W 38.56 feet, N45°14'05"E 46.67 feet, N00°33'22"E 116.02 feet, S87°56'49"W 88.18 feet, S72°15'28"W 68.37 feet, S57°19'06"W 95.53 feet, N00°23'23"E 43.73 feet, N17°55'04"E 94.02 feet, N05°09'46"E 97.62 feet, N13°03'03"W 97.74 feet, N27°33'51"W 97.76 feet, N46°09'08"W 87.43 feet, N44°32'18"W 72.74 feet, N25°45'04"W 55.80 feet, N22°25'25"E 57.42 feet, N23°11'47"E 71.31 feet, N05°18'58"W 94.20 feet, N24°50'18"W 81.14 feet, N54°42'29"W 89.87 feet, N78°47'52"W 93.04 feet, S58°14'02"W 111.35 feet, S31°01'28"W 68.43 feet, S43°26'26"W 118.16 feet, S20°04'47"W 54.46 feet, S43°26'26"W 120.00 feet, S46°33'34"E 70.00 feet, S43°26'26"W 120.00 feet, S68°08'08"W 55.03 feet, S43°26'26"W 120.00 feet, and S41°15'51"W 35.00 feet to the Point of Beginning, being part of the Southeast ¼ of said Section 30 and part of the Southwest ¼ of said Section 29, containing 73.25 acres of land, more or less, together with a variable width ingress, egress, and public utility easement, and being subject to easements and restriction of record, if any.

The maximum number of Units that may be created upon the Future Expansion Area and added to the Condominium Project is fifty-seven (57) Units for a total maximum number of one hundred eleven (111) Units that may be established in the Condominium Project as it may be expanded. This Master Deed imposes no restrictions upon the number of Units to be created on individual portions of the Future Expansion Area, provided that the maximum number of Units stated herein for the whole shall not be exceeded.

*Section 6.2 Time Period for Expansion.* Any other provision of this Master Deed notwithstanding, the Developer's right to add all or portions of the Future

Expansion Area to the Condominium and to create additional Units thereon shall expire six (6) years from the November 24, 2003 recording date of the original Master Deed of Pine Ridge Site Condominium. Any partial additions of the Future Expansion Area shall be with the prior written approval of the Township.

*Section 6.3 Expansion Not Mandatory.* Nothing herein contained 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 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 Future Expansion Area 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 6.4 Amendments to Master Deed.* The Future Expansion Area may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion and without the prior written consent of any Co-owner or other person or entity interested in the Condominium or any Unit established therein. Any amendment to this Master Deed shall be conformance to the Planned Unit Development plan approved by the Ocala Township, as the same may be amended and shall adjust the percentages of value assigned to the Units previously established in the Condominium so that an equal percentage of value is assigned to all Units in the Condominium, including the newly created Units. There are no restrictions upon the order in which portions of the Future Expansion Area may be added to the Condominium.

*Section 6.5 Restrictions.* All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use, including without limitation, the recreation facilities described in Section 4.1(k) above and in Article IX below. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities or the Planned Unit Development Agreement entered into by the Township and the Developer and certain other parties.

*Section 6.6 Limited Common Elements.* Developer may create Limited Common Elements upon portions of the Future Expansion Area added to the Condominium pursuant to this Article VI and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of the Developer with the prior written approval of the Township of Ocala.

## ARTICLE VII CONTRACTION OF THE 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 fifty-four (54) Units on the land described in Article II hereof as shown on the Condominium Subdivision Plan. In future recorded amendments to this Master Deed, however, the Developer may elect to include additional Units which later may not be removed from the Condominium without the prior written consent of the Township. In any such event, Developer reserves the right, subject to prior approval of the Township, to withdraw from the project any number of Units, together with the land area on which they are proposed, which will be described and depicted as "contractible area" on the Condominium Subdivision Plan. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of additional Units hereinafter included in this Condominium Project may be contracted or reduced to any number determined by the Developer in its sole judgment; provided that any such contraction or reduction in the number of Units must first be approved by the Township of Ocala and further provided that in no event shall the number of Units be less than thirty (30) and in no event shall such contraction occur later than six (6) years from the November 24, 2003 recording date of the original Master Deed of Pine Ridge Site Condominium (the "Original Recording Date").

*Section 7.2 Withdrawal of Land.* In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. The Developer reserves the right to use the portions of the land so withdrawn to establish, in its sole discretion but with prior written approval of the Township, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to (6) years from the November 24, 2003 Original Recording Date, to expand the Project as so reduced to include all or any portion of the land so withdrawn. The foregoing rights are subject to approval by the Township and will require an amendment to the Planned Unit Development Agreement between the Township and the Developer and others.

*Section 7.3 Withdrawal of Land for Roads.* Although it is intended that the roads constructed within the Condominium and any expansion thereof shall remain private roads, the right of contraction reserved to the Developer in this Article VII shall nevertheless include the right, but not the obligation to contract from the Condominium all or portions of such land as may be included within the rights of way of the roads constructed within the Condominium in the event that all or portions of such roads are dedicated to public use. This same right of contraction shall apply to the General Common Element land located adjacent to Eager Road in the event that it is determined that any part of it shall be included in the right of way of Eager Road.

## ARTICLE VIII CONVERTIBLE AREAS

*Section 8.1 Designation of Convertible Areas.* The General Common Elements and all Units in the Condominium are designated in this Master Deed and on the Condominium Subdivision Plan attached hereto as "Convertible Areas" within which the Units and Common Elements may be modified as provided herein.

*Section 8.2 Reservation of Rights to Modify Units and Common Elements.* The Developer reserves the right, in its sole discretion but subject to the prior written approval of the Township, during a period ending no later than six years from the November 24, 2003 Original Recording Date, to enlarge, modify, merge or extend unsold Units and/or General Common Elements and to create Limited Common Elements appurtenant or proximate to such Units within the Convertible Areas designated for such purpose. Any private amenity other than a Unit extension shall be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit. Any of the foregoing that involves a change to the PUD Plan and therefore the Planned Unit Development Agreement will require prior written Township approval.

*Section 8.3 Compatibility of Improvements.* All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

## ARTICLE IX PINE RIDGE COMMUNITY; COMMON RECREATION FACILITIES

*Section 9.1 The "Pine Ridge Community".* The Condominium Project, as the same may be expanded, and the above referenced Duplex Condominium, as the same may be expanded, both comprise part of a larger development referred to as the "Pine Ridge Community", which is being developed as a Planned Unit Development pursuant to a Planned Unit Development Agreement entered into by Ocala Township with the Developer and the owners of the Future Expansion Area, the Duplex Condominium, and the land that may be added to the Duplex Condominium pursuant to the Master Deed thereof. The Developer has entered into agreements with the owners of the Future Expansion Area, the Duplex Condominium and the land that may be added to the Duplex Condominium to provide for the orderly development of the Pine Ridge Community; however the Developer does not have any affiliation with those other owners.

*Section 9.2 The "Duplex Condominium".* As initially established, the Duplex Condominium includes twenty-two (22) attached Units that are to be contained in eleven buildings of two Units each. The initial 22-unit phase of the Duplex Condominium is located to the southwest of the Condominium Project across the relocated right of way of Eager Road. The developers of the Duplex Condominium have reserved the right to expand that development by adding to the Duplex Condominium an additional parcel of

land located to the north and west of the Future Expansion Area and constructing up to forty-six (46) additional attached Units thereon, for a maximum number of Units that may be included in the Duplex Condominium of sixty-eight (68) Units. The common affairs of the Duplex Condominium are to be administered by Pine Ridge Corners Association, a Michigan non-profit corporation (the "Duplex Condominium Association"), which has been established for the purpose of administering the Duplex Condominium in compliance with the Act.

*Section 9.3 Common Recreation Facilities.* As described in Section 4.1(k) above, the General Common Elements of the Condominium shall include a tot lot and picnic area, with pavers and a sitting area or gazebo installed therein. Pursuant to the Planned Unit Development Agreement, the General Common Elements of the Condominium, as expanded, shall also include a fishing pier, an activity field, walking trails and additional open space, all or some of which may be constructed and included in the Condominium by the Developer at any time in the future, regardless of whether any additional units have then been included in the Condominium by the expansion thereof. Pursuant to the terms and conditions of the Planned Unit Development Agreement, the tot lot and picnic area, the fishing pier, the activity field, the walking trails and the additional open space shall all comprise common recreation facilities (the "Common Recreation Facilities") that shall be available for the common use and enjoyment by both the Co-owners and their family members, guests and tenants and the owners of units in the Duplex Condominium, as the same may be expanded, and the family members, guests and tenants of all such owners. The Common Recreation Facilities shall also include a tot lot and open area "park" that are to be constructed or established within the initial phase of the Duplex Condominium as General Common Elements of that condominium development, a tot lot that is to be constructed within the land that may be added to the Duplex Condominium, and any part of the walking trail that may be constructed or installed within part of the Duplex Condominium, as the same may be expanded. (A portion of the above referenced activity field will also be located within the land that may be added to the Duplex Condominium.)

*Section 9.4 Operation, Maintenance, Repair and Replacement of the Common Recreation Facilities.*

(a) *Common Recreation Facilities within the Condominium.* As they are completed, the Association shall be responsible for operating, maintaining, repairing and replacing the Common Recreation Facilities located or constructed within the Condominium as the same may be expanded (including the tot lot, picnic area, fishing pier, activity field, walking trail and additional open space); provided that the net cost of such operation, maintenance, repair and replacement shall be shared on a pro rata basis by both the Co-owners of completed Units in the Condominium as the same may be expanded and the owners of completed units in the Duplex Condominium as the same may be expanded. For purposes of this provision, a unit in either development shall be deemed to have been

completed upon the issuance by Livingston County (or such other appropriate government agency) of a temporary or final certificate of occupancy with respect to the unit or the dwelling to be constructed thereon. The Association shall maintain separate books and records with respect to all expenditures and receipts incurred or received from the operation, maintenance, repair or replacement of the aforesaid Common Recreation Facilities and shall have the right to charge and collect the amount due and payable from the owners of units in the Duplex Condominium from the Duplex Condominium Association, which shall in turn include such amounts in the assessments collected from its members. For purposes of operation, maintenance, repair and replacement, the portion of the activity field located upon the land that may be added to the Duplex Condominium shall be treated as if it were included in the General Common Elements of the Site Condominium both before and after the expansion of the Duplex Condominium to include the aforesaid portion of the activity field and the Association shall have a permanent, non-exclusive easement to enter upon that portion of the activity field for purposes of operating, maintaining, repairing and replacing the same.

(b) Common Recreation Facilities within the Duplex Condominium. As they are completed, the Duplex Condominium Association shall be responsible for operating, maintaining, repairing and replacing the Common Recreation Facilities located or constructed within the Duplex Condominium as the same may be expanded (including the two tot lots, the open area "park", and any portion of the walking trails installed within the Duplex Condominium); provided that the cost of such operation, maintenance, repair and replacement shall also be shared on a pro rata basis by both the Co-owners of completed Units in the Condominium as the same may be expanded and the owners of completed units in the Duplex Condominium as the same may be expanded; with the "completion of a unit" being defined as set forth above in the paragraph (a). The Duplex Association shall maintain separate books and records with respect to all expenditures and receipts incurred or received from the operation, maintenance, repair or replacement of the aforesaid Common Recreation Facilities and shall have the right to charge and collect the amount due and payable from the Co-owners of Units in the Condominium from the Association, which shall in turn include such amounts in the assessments collected from Co-owners pursuant to the Article II of the Bylaws attached hereto as Exhibit A.

(c) Joint Operating Committee. The Association and the Duplex Condominium Association, through their respective Boards of Directors, shall establish a joint committee that shall be responsible for adopting annual budgets for the overseeing the operation, maintenance, repair and replacement of the Common Recreation Facilities located in the Condominium and in the Duplex Condominium and for adopting such rules and regulations as may be established for the use and enjoyment of those facilities, with any such rule or regulation having equal application to both the Co-owners and the owners of units in the

Duplex Condominium. The Board of Directors of each of the Association and the Duplex Condominium Association shall appoint members to serve on the aforesaid joint committee with the number of committee members appointed by each Board being approximately proportionate to the number of units contained in each of the Condominium and the Duplex Condominium. Unless a different number of committee members is identified by mutual agreement of the Board of Directors of both the Association and the Duplex Condominium Association, the aforesaid joint committee shall be comprised of five (5) members, with three (3) of the members being appointed by the Board of Directors of the Association and the remaining two (2) members being appointed by the Board of Directors of the Duplex Condominium Association. The responsibilities of the joint committee described herein shall also include the adoption of budgets and oversight of the maintenance, repair and replacement of certain portions of the roads to be constructed in the Future Expansion Area for the benefit of both the owners and occupants of Units in the Condominium, as it may be expanded, and the owners and occupants of units constructed on the land that may be added to the Duplex Condominium, all as provided for in the Declaration of Covenants, Conditions, Easements and Restrictions referenced in Section 9.5 below.

(d) Resolution of Disputes. The members, officers and directors of the Association and the Duplex Condominium Association shall, to the maximum extent possible, cooperate in all matters related to the operation, maintenance, repair and replacement and use of the Common Facilities, regardless of whether the facilities are located within the Condominium or within the Duplex Condominium. To the extent that a dispute arises between the Association and the Duplex Condominium Association that cannot be resolved by the above described joint committee or by negotiations between the Boards of Directors of the two associations, such dispute shall be submitted to binding arbitration, with the result of the arbitration being subject to enforcement in such court as may be appropriate. The Commercial Arbitration Rules of the American Arbitration Association, as amended, shall apply to the arbitration provided for herein.

Section 9.5 Declaration of Covenants, Conditions, Easements and Restrictions. The provisions set forth above and provisions addressing certain other matters pertaining to the land included in the Pine Ridge Community are set forth in a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Pine Ridge Community (the "Pine Ridge Community Declaration") which has been recorded in the Livingston County Records. Both the Condominium, as the same may be expanded, and the Duplex Condominium, as the same may be expanded, and the units in both developments are subject to the aforesaid Pine Ridge Community Declaration.

## ARTICLE X EASEMENTS AND ENCUMBRANCES

In addition to such other easements and encumbrances as may be granted or reserved in this Master Deed, the following easements are established:

*Section 10.1 Easement for Utilities and Maintenance of Encroachments.* If 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, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. The foregoing easement shall not, however, be construed to permit any encroachment by a Common Element or Unit upon another Unit or upon the airspace and subsurface contained in the other Unit as shown in the Condominium Subdivision Plan. There shall be easements to, through and over Units for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines, and no such easements for utilities shall be construed to be encroachments upon a Unit.

*Section 10.2 Easements Reserved by Developer.*

(a) *Utility Easements.* The Developer reserves for itself and its agents, employees, representatives, guests, invitees, licensees, independent contractors, successors and assigns, easements to enter upon the Condominium Premises to utilize, tap, tie into, extend and enlarge and otherwise install, maintain, repair, restore, renovate and replace any and/or all utility improvements located within the Condominium Premises, whether for the benefit of the Condominium Project or the Future Expansion Area, , including, but not limited to, gas, water, sanitary sewer, storm drains (including without limitation any other sediment, retention and detention ponds), telephone, electrical, and cable television and other telecommunications, subject to the approval of the applicable public or private utility company and any governmental authorities having jurisdiction. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to the Developer, its successors or assigns under this Section 10.2(a), the party that caused the disturbance or damage shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. Except as otherwise specified in this Master Deed, the Co-Owners of this Condominium shall be responsible from time to time for the payment of a proportionate share of the expenses of maintaining utility improvements installed within the Condominium (to the extent said expenses are not the responsibility of a governmental agency or public utility).



(b) Additional Easements. The Developer reserves for itself and its successors and assigns the right, at any time prior to the expiration of the Construction and Sales Period, to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the installation, utilization, repair, maintenance, decoration, renovation, restoration and replacement of rights-of-way, pathways, the Storm Water Drainage Facilities (including any other sediment, retention or detention ponds), electrical transmission mains and wiring, telephone system, gas distribution system, cable television and other telecommunication systems and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. The beneficiaries of the easements granted pursuant to this provision may include the owners and developers of any of the land included within the Pine Ridge Community, including the Duplex Condominium and the land that may be added thereto. The Developer and its successors and assigns shall also have the right, in furtherance of its construction, development and sales activities, whether within the Condominium or the Future Expansion Area, to go over and across, to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the Common Elements and the building set-back areas within individual Units from time to time as Developer may deem necessary for such purposes and to connect or expand any easements as may be desirable to develop the Condominium or the Future Expansion Area. If the area to be traversed is designated as a wetland area, the Developer shall first obtain the prior written approval of Ocala Township and any other necessary approval. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the Storm Water Drainage Facilities, Co-Owners of affected Units, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by the 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 easement document, which may subsequently be reflected in a recorded 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 such documents or amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

(c) Ingress and Egress Easement for Purposes of Development. The Developer reserves for itself, its successors and assigns, the owners of all of the land included in the Pine Ridge Community, including the Future Expansion Area, and all of their successors and assigns, a nonexclusive easement for ingress and egress on, over and across the private roads constructed within the Condominium,

but only to the extent reasonably required for the development and construction of their respective developments. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted under this Section 10.2(c), the party responsible for such disturbance shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance.

*Section 10.3 Grant of Easements by Association.* The Association, acting through its Board of Directors, 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 the Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be substantially modified, nor may any of the obligations with respect to such easements be substantially varied, without the consent of each person benefited or burdened thereby. Easements for dedicated public utility services shall not be modified in the absence of the prior written consent of Oceola Township.

*Section 10.4 Easements for Maintenance, Repair, Restoration, Renovation and Replacement.* The 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 (including, without limitation of the foregoing, the private roads within the Condominium), as may be necessary to fulfill any installation, maintenance, repair, decoration, renovation, restoration 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 during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit and/or appurtenances constructed therein to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Association.

*Section 10.5 Telecommunications Agreements.* The Association, acting through its 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 to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association, through its Board of Directors, 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 the Association.

*Section 10.6 Emergency Vehicle Access Easement.* The Developer reserves for the benefit of the Township of Ocala, the local school district, and any emergency service agency, an easement over the roadways for use by the Township of Ocala, the local school district, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus service, fire and police protection, ambulance 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 streets, roads, or driveways to the public, nor shall the foregoing confer upon members of the public any right to use the easement described herein.

*Section 10.7 Association Assumption of Obligations.* Upon assignment by the Developer to the Association, the Association, on behalf of the Co-Owners, shall assume and perform all of the Developer's obligations under any easement pertaining to the Condominium Project or Common Elements.

*Section 10.8 Easements with Respect to the Pine Ridge Community.* There shall be a permanent, non-exclusive easement for the use of the private roads and sidewalks within the Condominium and any expansion thereof by the owners of such units as may be established within the Duplex Condominium, including any expansion thereof, and the family members, tenants and guests of such owners, for ingress and egress to and from any and all of the Common Recreation Facilities constructed or installed within the Condominium, as the same may be expanded, and for ingress and egress to the land that may be added to the Duplex Condominium and all of the units constructed thereon. There shall also be a permanent, non-exclusive easement for the benefit of the owners of units within the Duplex Condominium and any expansion thereof and the family members, tenants and guests of such owners for the use and enjoyment of all Common Recreation Facilities constructed or installed within the Condominium and any expansion thereof, including the tot lot, the picnic area, the fishing pier, the activity field, the walking paths and the natural open space areas. The owners of units in the Duplex Condominium and their family members, guests and tenants, shall have use and enjoyment rights with respect to the Common Recreation Facilities that are equal to the use and enjoyment rights of the Co-owners and their family members, guests and tenants. With respect to the walking paths, the use of those improvements shall be limited to foot traffic and no motorcycles, scooters, all terrain vehicles, cars or trucks will be allowed thereon. The use of the natural open areas shall be limited to passive recreational use of a type that will not disturb or damage the natural state of those areas. The easements set

forth herein are also set forth in the Pine Ridge Community Declaration, which reflects and reserves permanent, non-exclusive easements for the benefit of the Co-owners and their family members, guests and tenants, for the use and enjoyment of such Common Recreation Facilities as may be constructed or installed within the Duplex Condominium (comprising a tot lot and any portion of the walking trails constructed therein) and for ingress and egress over the roads within the Duplex Condominium to the extent required for access to the aforesaid Common Recreation Facilities.

*Section 10.9 Termination of Easements.* Developer reserves the right 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, subject to the written approval of Oceola Township. (This may occur, by way of illustration only, when a utility easement is relocated in connection with development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

## ARTICLE XI AMENDMENTS

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 upon the approval of Oceola Township and with the consent of two-thirds (2/3rds) of the Co-Owners except as hereinafter set forth:

*Section 11.1 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 and Oceola Township.

*Section 11.2 By Developer.* In addition to the rights of amendment provided to the Developer in the various Articles of this Master Deed, the Developer may, within two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee or any other person other than Oceola Township, whose prior written consent shall in all events be required, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-Owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans

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

*Section 11.3 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 such consent, except as provided in Article V, Section 5.4(c) of the Bylaws and except as reasonably required in connection with the exercise of the rights reserved to the Developer in Article VI, Article VII, Article VIII, and Article XIV of this Master Deed.

*Section 11.4 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 two-thirds (2/3rds) of the mortgagees shall approve such Amendment; provided that the rights of mortgagees to vote on any amendment to this Master Deed shall be governed and limited by the provisions of Section 90(a) of the Act.

*Section 11.5 Developer Approval.* During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of the Developer.

*Section 11.6 Township Approval.* Notwithstanding any provision of the Condominium Documents to the contrary, no amendment shall be made to the Master Deed, the Bylaws (Exhibit "A" to the Master Deed) and/or Condominium Subdivision Plan (Exhibit "B" to the Master Deed) without the prior written approval of Ocala Township; provided that such prior written approval shall not be unreasonably withheld or delayed.

## ARTICLE XII DEVELOPER'S RIGHT TO USE FACILITIES

The Developer, its agents, representatives, employees, successors and assigns may, at all times that the Developer or its successor or assign continues to own any Units in the Condominium (as the same may be expanded), maintain offices, model Units, parking, storage areas and other facilities within the Condominium Project and engage in such other acts as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of Units in the Condominium Project. In connection therewith, Developer shall have full and free access to all Common Elements and unsold Units.

### ARTICLE XIII 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 the Developer to and assumed by any other entity or the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Livingston County Register of Deeds.

### ARTICLE XIV MODIFICATION OF UNITS AND COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units in the Project and other Common Elements may be modified and the boundaries relocated, subject to the prior written approval of Ocala Township, in accordance with Section 48 of the Act and this Article XIV; provided that such changes in the affected Unit or Units or other Common Elements shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

*Section 14.1 Modification of Units and Common Elements.* The Developer may, in its sole discretion, and without being required to obtain the consent of any person whatsoever (except for Ocala Township), modify the size, location, or configuration of unsold Units and/or General or Limited Common Elements appurtenant or proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments hereof. Any such modifications by the Developer shall be effective upon the recordation of an amendment to the Master Deed. In addition, the Developer may, in connection with any such amendment, re-adjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit modifications or other 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 the Developer to effectuate the purposes of this Section 14.1 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. All such interested persons irrevocably appoint the 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.

*Section 14.2 Relocation of Boundaries of Units and Common Elements.* The Developer reserves the right during the Construction and Sales Period, subject to Ocala Township's prior written approval, and without the consent of any other Co-Owner or

any mortgagee of any Unit, to relocate any boundaries between unsold Units where such Units are located adjacent to each other. Such relocation of boundaries of Unit(s) 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 Developer, its successors or assigns, and recorded with the Livingston County Records. In the event an amendment is recorded in order to accomplish such relocation of boundaries of Units, the amendment shall identify the relocated Unit(s) by Unit number(s) and, when appropriate, the percentage of value as set forth herein for the Unit(s) that have been relocated shall be proportionately allocated to the adjusted Unit(s) in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment to this Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of Developer. However, the 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 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 the Developer to effectuate the purposes of this Section 14.2 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of Units which the Developer determines are necessary in connection with any such amendment. All such interested persons irrevocably appoint the 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. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

*Section 14.3 Limited Common Elements.* Limited Common Elements, if any, shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to relocate boundaries described in this Article XIV or for other purposes.

*Section 14.4 Approval by Oceola Township.* No amendment to shall be made to this Master Deed pursuant to this Article XIV without the prior written consent of Oceola Township, which consent shall not be unreasonably withheld or delayed.

MULTI BUILDING CO., INC., a Michigan  
corporation

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

Adriano Paciocco

Its: President

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me this 10 day of November, 2004, by Adriano Paciocco, President of MULTI BUILDING CO., INC., a Michigan corporation, on behalf of the corporation.

CAROL M. CASH  
Notary Public, Wayne County, MI  
My Commission Expires May 23, 2008

Carol M. Cash  
CAROL M. CASH, Notary Public,  
WAYNE County, Michigan  
My commission expires 5/23/08  
Acting in Wayne

Drafted by:

John A. Marxer, Esq.  
41326 Scarborough Lane  
Novi, Mi 48375

Revised by and when recorded return to:

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