

Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify That

FOREST HILLS HOMEOWNERS CONDOMINIUM ASSOCIATION

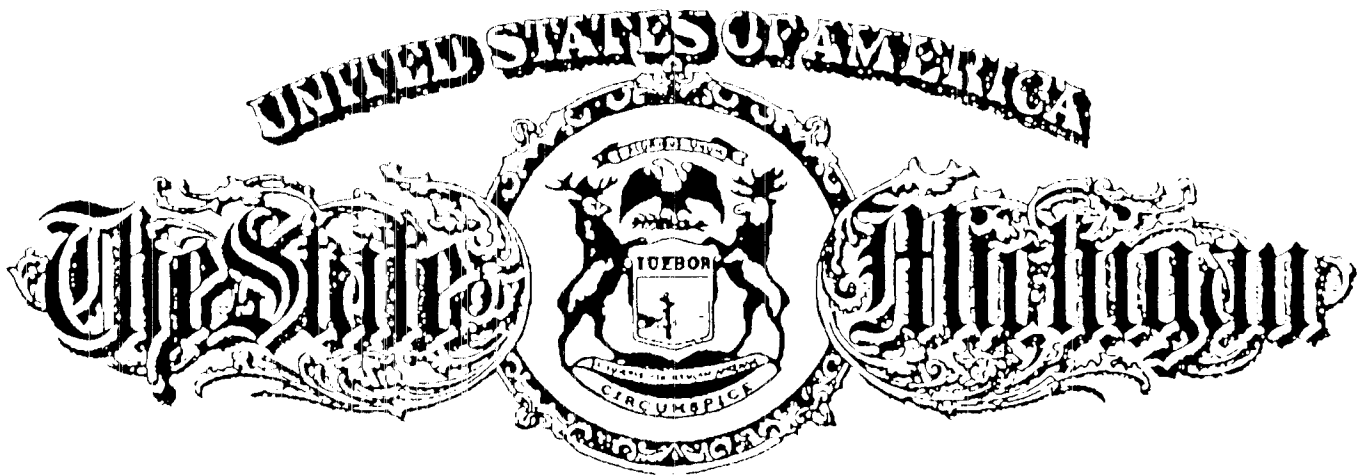
was incorporated on April 22, 1994, as a Michigan nonprofit corporation, and said corporation is in existence under the laws of this State.

This certificate is issued to attest to the fact that the corporation is in good standing in this office as of this date and is duly authorized to transact business or conduct affairs in Michigan and for no other purpose. It is in the usual form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 2nd day of February, 1998.

Julie Croll

, Director



Michigan Department of Commerce

Lansing, Michigan

This is to Certify That Articles of Incorporation of

FOREST HILLS HOMEOWNERS CONDOMINIUM ASSOCIATION

*were duly filed in this office on the 22nd day of April, 1994,
in conformity with Act 162, Public Acts of 1982.*



*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 22nd day
of April, 1994.*

Carl L. Lippert . Director
Corporation & Securities Bureau

502

RECEIVED

APR 21 1994

Michigan Dept. of Commerce
Corporation & Securities Bureau

722-777

NON-PROFIT
ARTICLES OF INCORPORATION

FILED

APR 22 1994

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

These Articles of Incorporation are signed and acknowledged for the purpose of forming a nonprofit corporation under the provisions of Act No. 162 of the Public Acts of 1932, as follows:

942AW7920 0422 ORG&FI \$20.00

ARTICLE I

942AW7921 0422 ORG&FI \$2.50

NAME

The name of the corporation is Forest Hills Homeowners Condominium Association ✓

ARTICLE II

PURPOSES

The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Forest Hills, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this corporation as may hereinafter be adopted;
- (j) To enter into agreements with public agencies concerning the nature and extent of maintenance of the Condominium.

2230 ALK2 MK ✓

MASTER DEED
FOREST HILLS

This Master Deed is made and executed on this 28th day of June, 1994, by Forest Hills Building Corporation, a Michigan corporation, hereinafter referred to as the "Developer", whose post office address is 2555 Telegraph Road, Suite 470, Bloomfield Hills, Michigan 48302, in pursuance of the provisions of the Michigan Condominium Act (Public Act 1978-19 of the Public Acts of 1978, as amended).

RECEIVED
PAID
LYNN D. ALLEN, CLERK/REGISTRAR OF DEEDS
RECORDED - OAKLAND COUNTY

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Forest Hills as a Condominium Project under the Act and does declare that Forest Hills 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, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

15/10
2.10

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Forest Hills, Oakland County Condominium Subdivision Plan No. 871. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the

9000871

O.K. - LM/TS

number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

Part of the Northwest 1/4 of Section 28, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, described as: Beginning at the West 1/4 corner of said Section 28; thence North 01°03'44" West 1354.41 feet along the West line of said Section 28, thence North 89°11'01" East 1342.01 feet (described as South 89°39'30" East 1340.14 feet) to a point on the centerline of Joslyn Road; thence along the centerline of Joslyn Road the following three courses: South 00°18'01" West (described as South 00°47'15" West) 694.41 feet, South 00°35'12" East 509.61 feet, and South 03°11'05" East 144.00 feet to a point on the East/West 1/4 line of said Section 28; thence South 88°53'51" West 1326.74 feet along said East/West 1/4 line to the point of beginning. Containing 41.2 acres of land, more or less. Subject to the rights of the public over the easterly 60 feet for Joslyn Road. Also subject to any and all other easements and restrictions of record and all governmental limitations.

HLL (0) 09-28-101-003

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

OAKLAND COUNTY TRUSTEES
I HEREBY CERTIFY THAT THESE ARE THE
TITLES held on the date of recording
within jurisdiction, and as far as they
two years previous to the date of recording
appear by the records in the office of the
16.40
P. H. J. [Signature]
7-12-94 C HUGH COMPANY, County Treasurer
Oakland County, Michigan

various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Forest Hills Homeowners Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Forest Hills 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 Forest Hills Homeowners Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the 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 Forest Hills as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Forest Hills as a Condominium Project established in conformity with 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 Forest Hills as a completed Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been added to the Condominium from time to time under Article VII hereof. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 10. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, 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 as long as there remains any residence to be constructed, whichever last occurs.

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

Section 12. Developer. "Developer" means Forest Hills Development Corporation, 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 term is used in the Condominium Documents. The term "Developer" does not, however, include "Successor Developer" as defined in Section 135 of the Act.

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 within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days 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 exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Forest Hills, as the same is described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit 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. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant Limited Common Elements.

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 to the plural shall also be included where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project 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 the parks and greenbelts depicted on Exhibit B attached hereto, other than portions thereof identified as Units.

(b) Electrical. The electrical transmission mains throughout the Project up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.

(c) Telephone. The telephone system throughout the Project up to the ancillary connection for Unit service.

(d) Gas. The gas distribution mains throughout the Project up to the point of lateral connection for Unit service.

(e) Water. The water distribution system throughout the Project up to the point of lateral connection for Unit service, including sprinkling system fixtures, connections and controls in General Common Element areas.

(f) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of lateral connection for Unit service.

(g) Storm Sewer System. The storm sewer mains, leads and catch basins throughout the Project as depicted on the Condominium Subdivision Plan together with the storm water detention facilities depicted as such on the Condominium Subdivision Plan.

(h) Telecommunications. The telecommunications system, if and when it may be installed, including any security system, up to the point of the ancillary connection for Unit service.

(i) Roadways. The collector roadways, which provide access to the Units.

(j) Gazebo, Wood Chip Paths and Safety Path. The gazebo, wood chip paths and safety path, when installed.

(k) Other. Such other elements of the Project not herein designated as 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, 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, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Element Areas. Limited Common Elements, if any, shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit or Units to which

such Limited Common Elements are appurtenant. No Limited Common Elements have been designated as such in the Master Deed because there are no Limited Common Elements in this Project. If any Limited Common Elements are included in the Project at any time hereafter, they shall be shown on amendments to the Condominium Subdivision Plan.

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

(a) Co-owner Responsibility for Units. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B hereto. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance to each dwelling shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such Units and the improvements thereon, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association. Likewise, it shall be the responsibility of each Co-owner to be responsible for installation and maintenance of lawn and other landscaping materials which he installs within his Unit area that lies within the road right-of-way and designated as such on the Condominium Subdivision Plan.

(b) Association Responsibility for Units Under Certain Circumstances. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to Unit improvements including dwellings constructed within any Unit boundaries as it may deem appropriate (including, without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such 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.

(c) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Forest Hills as surveyed by Spalding DeDecker and Associates, Inc. and attached as Exhibit B hereto. Each Unit shall consist of the area contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each Unit in Forest Hills shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. 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 the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI

CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated,

modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 2. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Consolidate Units; Relocate Units. Consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns, subject to prior approval of the Township of Orion.

(b) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number, when appropriate, and the percentage of value as set forth in Article V hereof for the Unit or Units consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with

such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake consolidation of units or relocation of boundaries. Co-owners of adjoining Units may, subject to prior approval by the Township of Orion, relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

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

ARTICLE VII

EXPANSION OF CONDOMINIUM

Section 1. Right to Expand. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 82 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right to include additional land and up to 28 additional Units upon all or some portion or portions of the following described land:

A part of the Northeast $\frac{1}{4}$ of Section 29, T.4N., R.10E., Orion Township, Oakland County, Michigan commonly known as sidwell parcel numbers 09-29-278-004 and 09-29-278-005, said parcels being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner, Section 29, T.4N., R.10E.; thence along the East line of Section 29, said line also being the West line of Forest Hills (proposed), N. $01^{\circ}03'44''$ W. 350.00 feet to the Easterly most Northeast corner of Judah Lake Estates #7 as recorded in Liber 107, pages 32 and 33, said point being the point of beginning:

Thence along the Northerly line of said subdivision N. $89^{\circ}01'10''$ W. 418.69 feet; thence continuing along said North line N. $56^{\circ}11'30''$ W. 491.95 feet; thence N. $00^{\circ}20'40''$ W. 203.28 feet; thence S. $89^{\circ}39'20''$ W. 200.00 feet to a point on the East line; thence N. $00^{\circ}20'40''$ W. 520.00 feet to the Northerly most Northeast corner of said subdivisions; thence N. $89^{\circ}56'30''$ E. 1014.55 feet to a point on the East line of said Section 29 and the West line of said Forest Hills (proposed); thence S. $01^{\circ}03'44''$ E. 1004.41 feet along the said East line of Section 29 to the point of beginning. Said parcel contains 19.9± acres of land, more or less, and is subject to those easements and restrictions of record, except therefrom that portion of such land that is included in the land described in Article II of this Master Deed as it may from time to time be amended (hereinafter referred to as "area of future development").

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than six 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 establishment of residential Units thereon. The location of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the Township of Orion. All such Units shall be reasonably compatible with the existing Units in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 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 and the Developer may, in its discretion, establish all or a portion of said area of future development as a 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 VII, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VIII

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The Developer has identified Units 59 through 65 and certain General Common Elements on the Condominium Subdivision Plan as Convertible Areas within which a roadway access could be created to certain adjoining land described in Article VII above.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right in its sole discretion, from time to time, during a period ending six years from the date of recording this Master Deed, to modify the Units and General Common Elements to create a roadway access to adjoining land.

Section 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. No improvements, other than as above indicated, may be created on the Convertible Areas.

ARTICLE IX

OPERATIVE PROVISIONS

Any expansion or conversion in the Project pursuant to Articles VII or VIII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion or conversion of this

Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof may be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such 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, serve and provide access to the additional parcel or parcels that may be added to the Project under Article VII. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article. In the event a Co-owner exercises the right of convertibility described in Article VIII, subsequent to Developer's final recording of a Consolidating Master Deed or an amendment to the Master Deed to record as-built plans reflecting changes in Units and Common Elements, such Co-owner shall, at his expense, cause the Association to prepare and record an amendment to the Master Deed depicting changes made by the Co-owner to such Unit and/or Common Elements.

Section 3. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 4. 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 amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VII and VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate

the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE X

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. There shall be easements to, through and over the land in the Condominium (including all Units) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time. In the event any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or change in ground elevations, 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 destruction. One of the purposes of this Section is to clarify the right of the Co-owners to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) Access Easements. Developer hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land adjoining the Condominium or any portion of portions thereof perpetual easements to for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VII. In order to achieve the purposes of this Article and of Article VII of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of the land described in Article II by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, and to permit its agents, contractors, subcontractors and employees to

go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. The costs of maintenance, repair and replacement of all rights-of-ways shared by the Co-owners and the owner or owners of any land adjoining the Condominium Premises shall be borne by all such persons proportionately based upon the ratio of the number of residential dwellings located upon the adjoining land to the total number of residential dwellings sharing the rights-of-ways.

Developer further reserves the right at any time during the Development and Sales Period, and the Association shall have the right subsequent to the Development and Sales Period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over the roadways in Forest Hills. Any such roadway dedication may be made by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land adjoining the Condominium including the land described in Article VII of this Master Deed or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, electric, telephone, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, thus 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. The costs of maintenance, repair and replacement of all utilities shared by the Co-owners and the owner or owners of any land adjoining the Condominium Premises shall be borne by all such persons proportionately based upon the ratio of the number of residential dwellings located upon the adjoining land to the total number of residential dwellings sharing the utilities.

Developer also reserves storm drainage easements over portions of the Units as depicted on Exhibit B attached hereto within which areas the Developer may change grade or install conduits or retaining walls and take such other measures as it deems appropriate for storm water drainage and erosion control purposes.

Developer further reserves the right at any time during the Development and Sales Period, and the Association shall have the right subsequent to the Development and Sale Period, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded at the office of the Oakland County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

Section 3. Grant of Easements. The Developer or 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 to transfer title to utility improvements and to grant easements, licenses, rights-of-entry and rights-of-way for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium over, under and across the Condominium to appropriate governmental agencies or public utility companies. Any such grants of easement or transfers of title may be made by the Developer or the Association without the consent of any Co-owner, mortgagee or other person. Any such grant or transfer by the Association shall be subject to the approval of the Developer so long as the Development 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, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. It is intended that each Co-owner shall be solely responsible for the

performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit. Nevertheless, it is a matter of concern that a Co-owner may fail to properly maintain the exterior of the residence, his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, the Association (and/or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal,

state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Greenbelt Area. A certain portion of the land within the Condominium is identified as a greenbelt for the benefit of the Township of Orion which area is not to be disturbed either by fill, clearing of trees or construction of any improvements without the prior written approval of the Township of Orion. Notwithstanding the foregoing, that portion of the greenbelt located adjacent to Unit 76 shall be mowed and maintained by the Association.

Section 7. Conservation Easements. The Developer hereby reserves the right at any time during the Development and Sales Period to grant one or more conservation easements over a portion or portions of the Condominium Premises to one or more qualified organizations. Any such conservation easements may include limitations upon the activities which may be undertaken within a Unit to assure the preservation of certain natural features of the Condominium; provided, however, any such limitations shall not in any way prevent a Co-owner from utilizing his Unit for the purpose set forth in Article VI, Section 1 of the Bylaws. Any such conservation easement may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by a written conservation easement recorded in the Oakland County Records and by an appropriate amendment to this Master Deed and to Exhibit B hereto recorded in the Oakland County Records. All of the Co-owners and mortgagees of the 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 grant of easement and such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement.

ARTICLE XI

AMENDMENT

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

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the

nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

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

Section 3. By Developer. Prior to 1 year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or Bylaws.

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 and 85% of the first mortgagees.

Section 6. The Developer Approval. During the Development and Sales Period this Master deed shall not be amended 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 construction of residential units on the land described in Article II 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 XII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including

