

PURCHASER INFORMATION BOOKLET

FOR

**EMERALD PINES**

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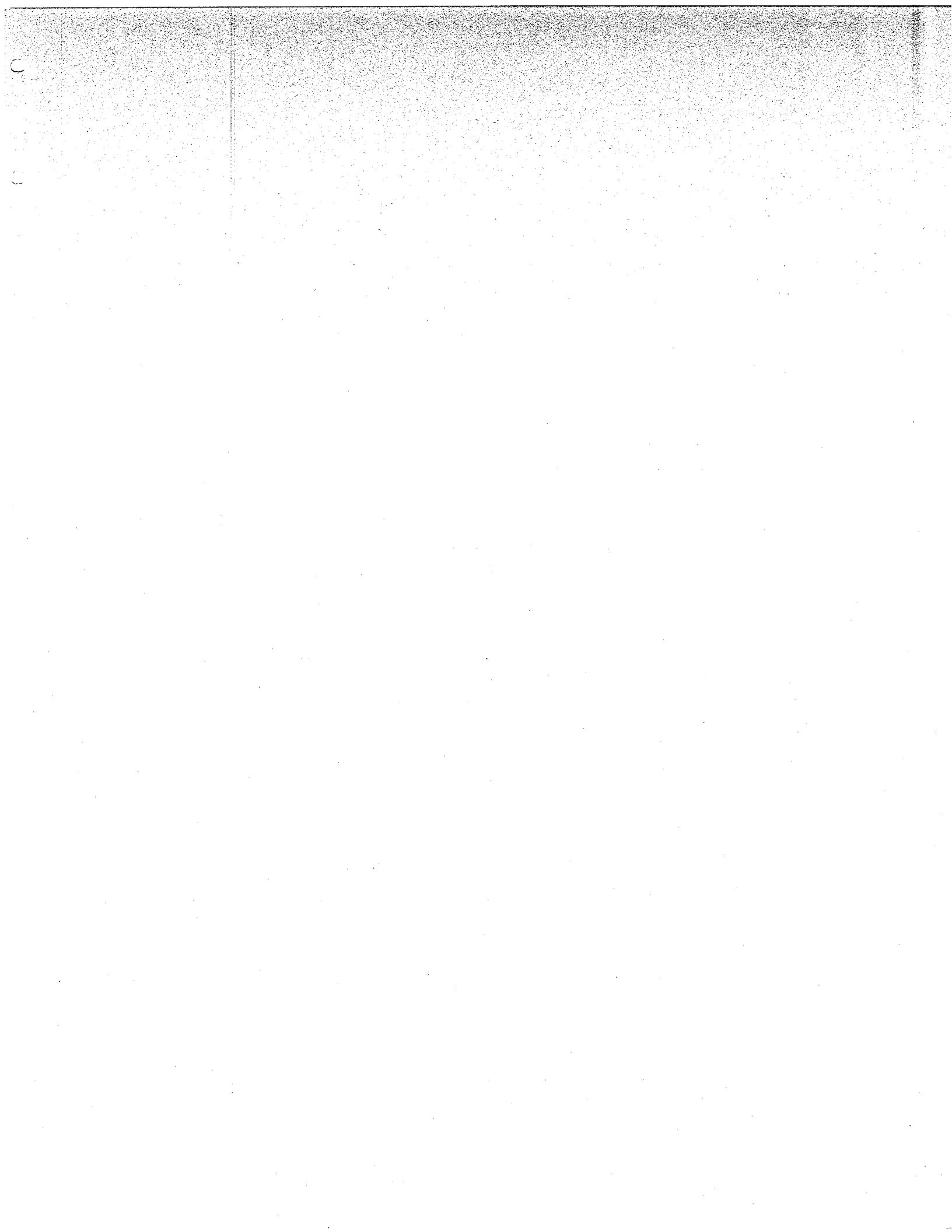
**CONDOMINIUM SUBDIVISION PLAN**

**EMERALD PINES ASSOCIATION CERTIFICATE OF INCORPORATION**

**EMERALD PINES ASSOCIATION ARTICLES OF INCORPORATION**

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**DECLARATION OF EASEMENTS FOR STORM WATER DRAINAGE  
AND RETENTION**



Recorded in Liber 10327,  
Pages 555 through 627,  
Oakland County Records,  
on March 7, 1988.

## CONSOLIDATING MASTER DEED

### EMERALD PINES

This Consolidating Master Deed is made and executed on this 26th day of February, 1988, by West Oakland Land Company, a Michigan co-partnership, hereinafter referred to as "Developer", whose post office address is 3101 Haggerty Road, Walled Lake, Michigan 48088, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

#### WITNESSETH:

WHEREAS, the Developer by recording in Liber 9360, Pages 712 through 779, Oakland County Records, a Master Deed, together with Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, and by preparing a First Amendment to the Master Deed and recording the same in Liber 9991, Pages 674 through 685, Oakland County Records, established the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a Condominium Project; and

WHEREAS, Developer desires to consolidate said Master Deed, First Amendment thereto and enlargement of the Condominium from 49 Units to 66 Units by declaring and recording this Consolidating Master Deed pursuant to the authority reserved to Developer in Article VI of said Master Deed, in order to eliminate now inapplicable portions of the original Master Deed, Bylaws, Condominium Subdivision Plan and any amendments thereto, for ease of future reference.

WHEREAS, enlargement of the Condominium shall be effected by the addition of the following described land and reallocation of percentages of value set forth in Article V, Section 2 of said Master Deed:

A part of the Southeast 1/4 of Section 14, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, described as beginning at the East 1/4 corner of said Section 14; thence South 02°29'48" West 856.37 feet along the East line of said Section; thence South 27°05'00" West 391.01 feet; thence North 61°22'56" West 227.90 feet; thence North 07°40'45" East 213.13 feet; thence North 14°00'00" East 60.00 feet; thence North 76°00'00" West 58.18 feet; thence North 14°00'00" East 145.48 feet; thence North 78°45'34" West 60.78 feet; thence North 06°10'43" East

266.40 feet; thence North 02°00'00" East 410.36 feet to the East and West 1/4 line of said Section and centerline of Richardson Road; thence South 87°38'08" East along said line, 410.61 feet to the point of beginning, containing 9.963 acres, subject to any easement of record.

NOW, THEREFORE, the Developer does, upon the recording hereof, confirm the establishment of Emerald Pines as a Condominium Project and does declare that Emerald Pines (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after recording of this Consolidating Master Deed, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Consolidating Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

## ARTICLE I

### TITLE AND NATURE

The Condominium Project shall be known as Emerald Pines, Oakland County Condominium Subdivision Plan No. 448. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, 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 has been submitted to the Condominium Project, the establishment of which is confirmed by this



Consolidating Master Deed, is particularly described as follows:

A part of the Southeast 1/4 of Section 14, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, described as beginning at the East 1/4 corner of said Section 14; thence South 02°29'48" West 856.37 feet along the East line of said Section 14; thence South 27°05'00" West 391.01 feet; thence North 61°22'56" West 280.40 feet; thence South 51°57'21" West 357.47 feet; thence North 87°07'30" West 658.41 feet; thence North 01°18'32" East 1313.60 feet to the East and West 1/4 line of said Section 14 and the centerline of Richardson Road; thence South 87°38'08" East along said line, 1371.73 feet to the point of beginning, containing 38.317 acres, subject to the rights of the public in the northerly 60 feet thereof for Richardson Road and subject also to all easements and restrictions of record and subject to all governmental limitations and together with and subject to a certain Declaration of Easements recorded in Liber 9360 at Pages 707 through 711, Oakland County Records.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Consolidating Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Emerald Pines 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 Emerald Pines 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 Emerald Pines 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 Consolidating Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Emerald Pines as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Emerald Pines as an approved 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 this Consolidating Master Deed which describes Emerald Pines as a completed Condominium Project and reflects the entire land area added to the Condominium from time to time under Article VI of the Master Deed, and all Units and Common Elements therein, and which expresses percentages of value pertinent to each Unit as finally readjusted.

Section 10. 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 11. Developer. "Developer" means West Oakland Land Company, a Michigan co-partnership, which has made and executed this Consolidating Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as the Developer continues to own any Unit in the Project.

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 35 of the Units are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 53 of the Units are sold, whichever first occurs.

Section 14. Homesite. "Homesite" shall mean each Condominium Unit and its appurtenant Limited Common Element yard area.

Section 15. Master Deed. "Master Deed" means the original Master Deed as recorded in Liber 9360, Pages 712 through 779, Oakland County Records, as amended from time to time.

Section 16. 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 17. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete Unit in Emerald Pines, as such space may be 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.

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

## ARTICLE IV

### COMMON ELEMENTS

The Common Elements of the Project, 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 roadways (Emerald Pines Drive, Pinestead Drive and Cumberland Court), the greenbelt areas, the recreation site and the common landscaped areas not identified as Units or Limited Common Elements.

(b) Electrical. The electrical mains throughout the Project, up to the electrical transformer for each Unit.

(c) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.

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

(e) Gas. The gas distribution system throughout the Project, up to the point of entry to each Unit.

(f) Telecommunications. The telecommunications system, if and when installed, up to the point of entry to each Unit.

(g) Storm Sewers. The storm sewer system throughout the Project.

(h) Beneficial Easements. The beneficial Easements described in Article II hereof.

(i) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep, appearance, utility or safety of the Project.

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

(a) Yard Areas. Each yard area designated on the Condominium Subdivision Plan is limited in use to the Unit of corresponding number.

(b) Electrical Transformer. The electrical transformers shall be Limited Common Elements appurtenant to the Units which they service.

(c) Wells. Each water well is limited in use to the Unit served thereby.

(d) Sanitary Disposal System. Each sanitary disposal system is limited in use to the Unit served thereby.

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

(a) Co-owner Responsibilities.

(i) Yard Areas. The responsibility for and the costs of maintenance, decoration, repair and replacement of the yard area appurtenant to each Unit as a Limited Common Element shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of the yard areas, to the extent visible from any other Unit or Common Element in the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in the Bylaws and in duly adopted rules and regulations. For maintenance purposes, the General Common Element area between the street curb and each Co-owner's Limited Common Element yard area shall be planted with grass and maintained by each Co-owner as a part of his front yard and in accordance with the standards set forth in Article VI, Section 4 of the Bylaws.

(ii) Utility Services. All costs of electricity, natural gas, cable television, telephone, and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All utility laterals and leads shall be maintained, repaired 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 therefor.

(iii) Wells and Sanitary Disposal Systems. All costs of installation, maintenance, repair and replacement of the wells and sanitary disposal systems shall be separately borne by the Co-owners of the Units to which they are respectively appurtenant. Wells and sanitary disposal systems may be located anywhere within a Unit or its appurtenant Limited Common Element yard area as may be approved by any necessary public health agencies.

(b) Association Responsibilities. The costs of maintenance, repair and replacement of all Common Elements other than as described in this Section 3 shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units or within the Limited Common Elements appurtenant thereto. 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 dwellings constructed within any Unit boundaries and their appurtenant Limited Common Elements as it may deem appropriate (including, without limitation, lawn mowing, snow removal and tree trimming). 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.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, 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 any telecommunications facilities, shall be General Common Elements only to the extent of the Co-owners interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to

it that telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units and their respective Limited Common Element yard areas.

Section 5. 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, PERCENTAGE OF VALUE AND CO-OWNER RESPONSIBILITIES

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Emerald Pines as prepared by David C. Finney, Registered Land Surveyor, and attached hereto as Exhibit B. Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto and improvements constructed therein and thereon.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis of the comparative characteristics of the Units. The percentages of value total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

## ARTICLE VI

### EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon a Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall

exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

Section 3. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through 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. While 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 and its appurtenant Limited Common Elements, it is nevertheless a matter of concern that Co-owner, may fail to properly maintain, the exterior of 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 Consolidating Master Deed or the Bylaws, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sale 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 non-payment 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 4. 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 5. Utility Easements. The Developer has reserved for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI of the original Master Deed or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, 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. All expenses of

maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI of the original Master Deed which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI of the original Master Deed that are served by such mains.

Section 6. Easement for Use of Retention Pond. An easement for surface drainage and retention has been granted over the retention pond located in Outlot A for the benefit of the Condominium Project. The Condominium Association is required to undertake and to bear all of the expenses of maintenance, repair and replacement of the retention pond over time. The Developer can, at its election, record a deed conveying the retention pond area to the Association at any time so that the title to the retention pond area will thereafter vest in the Association.

## ARTICLE VII

### 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 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 Consolidating 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.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-developer Co-owners.

Section 6. Developer Approval. During the Development and Sales Period, this Consolidating Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

## ARTICLE VIII

### ASSIGNMENT

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

## ARTICLE IX

### GENERAL

This Consolidating Master Deed is prepared and recorded pursuant to the powers and authority granted to Developer in Article VI of the original Master Deed for the Project as recorded in Liber 9360, Pages 712 through 779, Oakland County Records, and shall supersede in its entirety said original Master Deed as subsequently amended. The Bylaws originally attached as Exhibit A to said Master Deed, recorded as aforesaid, are incorporated by reference herein and an exact copy thereof is attached hereto as Exhibit A. The Condominium

Subdivision Plan originally attached as Exhibit B to said Master Deed, and as subsequently amended by the First Amendment to the Master Deed, is hereby replaced and superseded in its entirety by Exhibit B attached hereto which is incorporated herein by reference.

WITNESSES:

WEST OAKLAND LAND COMPANY, a  
Michigan co-partnership

/s/ Daniel B. Burns  
Daniel B. Burns

By: /s/ Keith Mohr  
Keith Mohr, Partner

/s/ Sharon Hills  
Sharon Hills

And: /s/ Craig Hills  
Craig Hills, Partner

STATE OF MICHIGAN )  
  ) SS.  
COUNTY OF OAKLAND )

On this 26th day of February, 1988, the foregoing Consolidating Master Deed was acknowledged before me by Keith Mohr and Craig Hills, the Partners of West Oakland Land Company, a Michigan co-partnership, on behalf of the partnership.

/s/ Sharon Rose Hills  
Sharon Rose Hills  
Notary Public, Oakland County  
Michigan  
My commission expires: 3/26/88

Consolidating Master Deed drafted by:

William T. Myers of  
Dykema, Gossett, Spencer, Goodnow & Trigg  
505 North Woodward Ave., Suite 3000  
Bloomfield Hills, Michigan 48013

When recorded, return to drafter