

MASTER DEED

SILVERCREEK

(A Single Family Residential Site Condominium)

OAKLAND COUNTY CONDOMINIUM

SUBDIVISION PLAN NO. _____

This Master Deed is made and executed on October ____, 2001 by Pulte Land Company, L.L.C., a Michigan limited liability company ("Developer"), whose address is 26622 Woodward Avenue, Suite 110, Royal Oak, Michigan 48067, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

R E C I T A L S

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 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.

Developer does, upon recording this Master Deed, establish Silvercreek as a Condominium Project under the Act and declares that Silvercreek (referred to as the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

The Project consists of one hundred-seven (107) Units which are the individual sites on which residential dwellings and other improvements may be constructed. Each Condominium Unit consists only of the land within the perimeter of the Unit and each Unit is capable of individual use because it has access to a private road or Common Element of the Condominium.

Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and to the dwellings and other improvements located thereon, to the extent such improvements are not designated in the Master Deed as Common Elements, and an undivided inseparable right to share with other Co-Owners the Common Elements of the Condominium.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE 1
TITLE AND NATURE

The Condominium Project shall be known as Silvercreek Oakland County Condominium Subdivision Plan No. _____. The engineering and architectural plans for the Project are on file with the Township of Oakland. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual use. Each Co-Owner in the Condominium Project shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable rights to share with the other Co-Owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE 2
LEGAL DESCRIPTION

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

LEGAL DESCRIPTION - "SILVERCREEK"

Land situated in the Township of Oakland, County of Oakland, State of Michigan, is described as follows:

A part of the Northwest ¼ of Section 31, T-4-N., R-11-E, Oakland Township, Oakland County, Michigan, being more particularly described as beginning at the Northwest corner of Section 31; thence N.88°08'53" E., 812.07 feet along the north line of said Section 31 (Silverbell Road);thence S. 01°51'07" E., 207.80 feet; thence S. 45°45'43" E., 167.34 feet; thence on a curve to the left 4.54 feet, said curve having a radius of 171.50 feet, central angle of 01°31'05", and long chord bearing of S. 43°28'43" W., 4.54 feet; thence; S. 52°58'55" E., 145.05 feet; thence S. 26°02'58" W., 227.05 feet; thence S. 04°45'31" E.,209.42 feet; thence S. 11°51'54" W., 159.84 feet; thence S. 50°13'52" E., 133.96 feet. Thence S. 79°27'17" E.,80.38 feet; thence S. 60°49'05" E., 45.25 feet; thence S. 24°02'41" E.,56.38', thence S 65°12'43" E., 92.10 feet, thence N. 78°19'49" E., 103.73 feet; thence N. 87°33'45" E., 147.94 feet; thence S. 88°56'14" E., 146.75 feet; thence S. 50°47'23" E., 203.91 feet; thence S. 23°55'14" E., 106.92 feet, thence S. 07°43'45" W., 63.85 feet; thence S 56°58'12" W., 62.36 feet thence S. 68°38'22" E., 24.33 feet; thence S. 12°12'03" E., 197.74 feet; thence on a curve to the left 48.86 feet said curve having a radius of 244.50 feet, Central Angle of 11°26'57" and long chord bearing of S.

78°38'17" W., 48.78 feet; thence S 00°56'05"E> 153.57 feet; thence S. 09°27'26" W. 172.33 feet; thence S00°56'05" E., 344.61 feet to a point on the East-West ¼ line of Section 31; thence S. 82°35'22" W., 1746.98 feet along said section line to the West ¼ corner of said Section 31; thence N. 01°26'04" W., 2575.80 feet along the North-South ¼ line of said Section 31 to the point of beginning and containing 3,409,601 square feet or 78.27 acres.

Together with and subject to the following:

1. Terms and Conditions contained in Affidavit Providing Notice of Consent Judgment, as disclosed by instrument recorded in Liber 22009, page 516.
2. Terms and Conditions contained in Notice of Consent Judgment, as disclosed by instrument recorded in Liber 21911, page 483.
3. Easement for sanitary sewer system in favor of County of Oakland and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 13254, page 324.
4. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
5. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fisheries in any portion of the land comprising in the bed of Gallagher Creek, or land created by fill or artificial accretion.
6. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Gallagher Creek.
7. Liens for taxes and assessments which are not yet due and payable.
8. All governmental limitations.
9. Declaration of Covenants, Conditions and Restrictions recorded in Liber 26974, page 672, Oakland County Records.
10. Conservation Easement recorded in Liber 23559, page 657, Oakland County Records.
11. Development Agreement recorded in Liber _____, Page ____, Oakland County Records.

ARTICLE 3
DEFINITIONS

Certain terms are used not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Silvercreek of Oakland Condominium Association, a Michigan non-profit corporation, the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation of the Silvercreek Master Association, a Michigan

nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Silvercreek as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2Association. "Association" means Silvercreek of Oakland 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 3.3Bylaws. "Bylaws" means Exhibit A hereto, being the By-laws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The By-laws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 3.4Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.5 Common Stormwater Facilities. "Common Stormwater Facilities" means the stormwater detention basins, the sedimentation basins, the wetlands areas and the culvert identified on the Master Association Responsibility Plan attached to the Consent Judgment (as defined below). The Common Stormwater Facilities shall be administered and maintained by the Master Association pursuant to the Master Declaration and in accordance with the Consent Judgment. All owners of units within the Overall Development, including Co-Owners, shall pay a pro rata share of the costs of maintenance, insurance and replacement of the Common Stormwater Facilities through their respective condominium association, which shall be in the form of assessments paid to the Master Association.

Section 3.6 Community Areas and Facilities. "Community Areas and Facilities" means the clubhouse area identified on Master Association Responsibility Plan attached to the Consent Judgment (as defined below), which include the amenities to be constructed pursuant to the Judgment, such as the clubhouse, swimming pool, tennis courts, gazebo, sauna, brick terrace and basketball court. The Community Areas and Facilities will be administered and maintained by the Master Association pursuant to the Master Declaration and in accordance with the Consent Judgment. All owners of units within the Overall Development, including Co-Owners, shall pay a pro rata share of the costs of maintenance, insurance and replacement of the Community Areas and Facilities through their respective condominium association, which shall be in the form of assessments paid to the Master Association.

Section 3.7Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.8 Condominium Premises. "Condominium Premises" means and includes the land described in Article 2 above and all easements, rights and appurtenances belonging to Silvercreek as described above.

Section 3.9 Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Silvercreek as a Condominium Project established in conformity with the provisions of the Act.

Section 3.10 Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 3.11 Consent Judgment. "Consent Judgment " or "Judgment" means the Judgment entered by the Oakland County Circuit Court on October 9, 2000 (Case No. 99-017057-CH), including all of the exhibits attached thereto, and recorded in Liber 21911, page 495, Oakland County records, which set forth certain restrictions and obligations pertaining to the Silvercreek Project and the adjacent two (2) condominium developments as described in the Declaration. The Oakland County Register of Deeds was unable to electronically duplicate Exhibits B and C to the Consent Judgment for recordation purposes. Copies of Exhibits B and C are on file with the Oakland County Register of Deeds and are available for public viewing.

Section 3.12 Conservation Easement. "Conservation Easement" means the certain Conservation Easement granted to the Township and recorded in Liber 23559, Page 657, Oakland County Records, to which the Project is subject.

Section 3.13 Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe Silvercreek as a completed Condominium Project and shall reflect the land area, if any, converted pursuant to Article 8 below from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. 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, but until such time, the terms of this Master Deed, as it may be amended, shall control. 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 the 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 no Consolidating Master Deed need be recorded.

Section 3.14 Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as Developer owns any Unit which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units.

Section 3.15 Co-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." 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 shall 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. 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. "Owner" or "Co-Owner" shall not include a mortgagee of a Unit unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Unit, or has an interest as a land contract vendee (other than Units owned by Developer), the interests of all such persons collectively shall be that of one Co-Owner.

Section 3.16 Declaration of Covenants, Conditions and Restrictions. "Declaration of Covenants, Conditions and Restrictions" or "Declaration" means the Declaration of Covenants, Conditions and Restrictions recorded in Liber 269747, page 672, Oakland County Records, which empowers the Master Association to manage, maintain, operate and administer the Common Areas of the Master Development described in Section 4.3 below and which obligates the Co-Owners of Silvercreek along with other unit owners in the Master Development to pay a pro rata share of the cost of maintenance, insurance, repair and replacement of the Common Areas of the Master Development and to bear certain expenses in connection with the Master Association.

Section 3.17 Developer. "Developer" means Pulte Land Company, L.L.C., 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 such terms are used in the Condominium Documents.

Section 3.18 Entrance Roadways "Entrance Roadways" means the Creekmont Boulevard and that portion of Silvercreek Boulevard identified on the Master Association Responsibility Plan attached to the Consent Judgment. The Entrance Roadways will be private roads that will administered and maintained by the Master Association pursuant to the Master Declaration. All owners of units within the Overall Development, including Co-Owners, shall pay a pro rata share of the costs and maintenance, insurance and replacement of the Entrance Roadways through their respective condominium association, which shall be in the form of assessments paid to the Master Association.

Section 3.19 Development. "Development" or "Master Development" means the Property described in the Declaration which consists of Silvercreek as a Condominium Project and two (2) adjacent condominium projects.

Section 3.20 First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held

(a) in Developer's sole discretion after fifty percent (50%) of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold, whichever first occurs.

Section 3.21 Master Association. "Master Association" means Silvercreek Master Association, a Michigan nonprofit corporation organized for a perpetual term and of which the Silvercreek of Oakland Condominium Association is a member along with the two (2) other condominium associations of the Master Development

Section 3.22 Sanitary Sewer System Easement "Sanitary Sewer System Easement" means a perpetual and permanent easement in favor of the Sanitary Sewer System Easement Grantee for the purposes of developing, establishing, constructing, repairing, maintaining the sanitary sewer system in the Condominium, and any related appurtenances, in any size, form, shape, or capacity.

Section 3.23 Sanitary Sewer System Easement Grantee "Sanitary Sewer System Easement Grantee" means, with respect to the grant of the Sanitary Sewer System Easement, Oakland County and Oakland County's successors, assigns and transferees.

Section 3.24 Shared Interest Areas "Shared Interest Areas" means the berm and landscaping area along Silverbell Road, all boardwalks, walkways, safety paths and gazebos identified on the Master Association Responsibility Plan as attached to the Consent Judgment. The Shared Interest Areas shall be administered and maintained by the Master Association pursuant to the Master Declaration and in accordance with the Judgment. All owners of units within the Overall Development, including Co-Owners, shall pay a pro rata share of the costs of maintenance, insurance and replacement of the Shared Interest Areas through their respective condominium association, which shall be in the form of assessments paid to the Master Association.

Section 3.25 Storm Drainage Facilities "Storm Drainage Facilities" means the ponds, storm sewers and appurtenances, sedimentation basins, piping, drainage swales, surface, drainage easements and other storm drainage improvements and facilities in the Condominium that are not identified on the Master Association Responsibility Plan as being a part of the Common Stormwater Facilities.

Section 3.26 Township. "Township" means the Charter Township of Oakland, Michigan.

Section 3.27 Residential Builder. "Residential Builder" means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980, and who acquires title to one or more Units in the Condominium for the purpose of constructing a Residence on the Unit and subsequently reselling the Unit.

Section 3.28 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 Developer exceed the votes which may be cast by Developer.

Section 3.29 Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in Silvercreek, as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 3.30 Water Supply System Easement "Water Supply System Easement" means a perpetual and permanent easement in favor of the Water Supply System Easement Grantee for the purposes of developing, establishing, constructing, repairing, maintaining the water supply system in the Condominium, and any related appurtenances, in any size, form, shape or capacity.

Section 3.31 Water Supply System Easement Grantee "Water Supply System Easement Grantee" means, with respect to the grant of the Water Supply System Easement, the Township and the Township's successors, assign and transferees.

ARTICLE 4

COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS

The Common Elements of the Project as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

Section 4.1 General Common Elements. The General Common Elements are:

4.1.1 Land. The land described in Article 2 above (other than that portion thereof described in Section 4.2 or Section 5.1 below or in Exhibit B, attached, as constituting the Condominium Units or Limited Common Elements), including riparian and littoral rights, if any, attributable to such land and including common open space, the ponds, sedimentation basins, storm water detention areas, wetland areas, conservation easements areas and other land areas designated as General Common Elements on Attached Exhibit B.

4.1.2 Roads and Surface Improvements. The roads throughout the Condominium, which are private roads to be maintained by the Association, including landscape islands, and other surface improvements not identified as Limited Common Elements and not located within the boundaries of a Unit.

4.1.3 Easements. All beneficial utility, drainage, access, and other easements pertaining to the Project.

4.1.4 Utilities. Some or all of the utility lines, including electricity, telephone and telecommunications, gas, water, sanitary sewer and storm sewer systems, and storm water detention areas and drainage facilities and equipment described below may be owned by the local public authority, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only

to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the Township of Oakland or other governmental authorities, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

4.1.5 Electrical. Subject to 4.1.4, the electrical transmission system throughout the Project up to, but not including, the electric meter for each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.6 Telephone and Telecommunications System. Subject to 4.1.4, the telephone or telecommunications equipment and system throughout the Project up to the point of connection to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.7 Gas. Subject to 4.1.4, the gas distribution system throughout the Project up to the point where it is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.8 Water. Subject to 4.1.4, the water distribution system throughout the Project up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.9 Sanitary Sewer. Subject to 4.1.4, the sanitary sewer system throughout the Project up to the point where service is stubbed for connection to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.10 Storm Sewer/Storm Water Detention Areas and Drainage Facilities. Subject to 4.1.4, the storm sewer system, storm water detention areas, sedimentation areas, and drainage facilities throughout the Project including the ponds, and detention basins shown on Exhibit B.

4.1.11 Other. Such other elements of the Project not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which the Limited Common Elements are appurtenant. There are currently no Limited Common Elements in the Condominium. Any future Limited Common Elements shall be shown on the amendments to this Master Deed and the Condominium Subdivision Plan as provided in Article 7 below.

Section 4.3 Common Areas of Master Development. Silvercreek Condominium is one of three (3) condominium projects in the Master Development described in the Declaration. Certain General Common Elements of Silvercreek are subject to common usage by all owners of units in the Master Development as set forth in the Declaration. These common areas and facilities are described in detail in the Declaration and are the Common Stormwater Facilities, including certain stormwater detention basins, sedimentation basins, culverts and wetlands, Community

Areas and Facilities which may include a clubhouse, swimming pool, basketball court and tennis courts as described in the Declaration, Shared Interest Areas which are the berm and landscaping along Silverbell Road, all boardwalks, safety paths, walkways and gazebos designated in the Declaration, the Entrance Roadways which are portions of Creekmont Boulevard and Silvercreek Boulevard as described in the Declaration which are private roads, and certain Open Space Areas, including open spaces, park areas, wooded common areas, and wetlands described in the Declaration. All such areas are referred to in this Master Deed and Bylaws as "Common Areas of the Master Development". These Common Areas of the Master Development are to be insured, maintained, repaired and replaced by the Master Association. Silvercreek of Oakland Condominium Association shall be a member of the Master Association along with the two (2) other condominium associations of the Master Development. The Co-Owners of Silvercreek will be assessed charges for maintenance of the Common Areas of the Master Development through the Silvercreek of Oakland Condominium Association. To the extent a General Common Element of Silvercreek is also a Common Area of the Master Development, the Master Association shall be responsible for the maintenance, insurance, repair and replacement of such areas.

Section 4.4Responsibilities. Subject to Section 4.3, the respective responsibilities for the maintenance, reconstruction, repair and replacement of the Common Elements are as follows:

4.4.1 Co-Owner Responsibilities. The responsibility for and the costs of insurance, maintenance, decoration, repair and replacement of any and all structures and improvements including lawn and landscaping located within or upon a Unit and any appurtenant Limited Common Elements and the cost of utilities serving the Co-Owner's Unit shall be borne by the Co-Owner of the Unit.

4.4.2 Association Responsibilities. Subject to Section 4.3 above, the Association, by its Board of Directors, shall be responsible for maintenance in good repair and condition the General Common Elements, including street maintenance and snow plowing. The cost of maintenance, repair and replacement of all General Common Elements and any Limited Common Elements other than as described above shall be borne by the Association subject to any provisions of the Master Deed, Bylaws or Declaration expressly to the contrary.

Maintenance, repair and replacement of all Common Elements, other than those which are the responsibility of the Master Association as set forth in the Master Declaration, shall be the responsibility of the Association, to be assessed to all Co-owners according to their Percentages of Value, subject to the following provisions:

The Association's obligation to maintain, repair and replace all General Common Elements includes, but is not limited to, the responsibility to maintain, repair and replace the storm sewers and other Storm Drainage Facilities in the Condominium. The cost of maintenance, repair, and replacement of the Storm Drainage Facilities shall be borne by the Association and assessed to all Co-owners according to their Percentages of Value.

Notwithstanding anything herein to the contrary, the Township, Oakland County and each of their respective successors, assigns and transferees may maintain, repair and replace any

municipal water system up to the point of lateral connections at the edge of the vehicular access road for Unit service.

In the event that the Association fails to provide adequate maintenance, repair or replacement of the General Common Elements (including roads), the Township may, but shall not be required to exercise the Township Remedy [as defined and detailed below].

The respective decoration, maintenance and replacement responsibilities set forth above shall be in addition to all such responsibilities set forth elsewhere in the Condominium Documents.

Section 4.5 Use of Common Elements and Units. No Co-Owner shall use the Co-Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Project or the Declaration or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of the Co-Owner's Unit or the Common Elements.

Section 4.6 Residential Use; Wetlands; Detention Areas. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the Declaration, the ordinances of the Township of Oakland and the requirements of other applicable governmental authorities. No modification, use, construction or occupancy of any wetland area or detention areas or any applicable buffer areas shall occur without the prior written approval of Developer, the Association, the Master Association, and applicable governmental authorities.

ARTICLE 5 UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Silvercreek as surveyed by Giffels-Webster Engineers, Inc. and attached as Exhibit B. Each Unit shall consist of the land and area contained within the Unit boundaries as shown on attached Exhibit B and delineated with heavy outlines.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal and the number obtained by dividing 100 by the number of Units in the Condominium.

The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all of the Units of the Project is one hundred percent (100%).

ARTICLE 6 EASEMENTS, RESERVATIONS AND AGREEMENTS

Section 6.1 Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction 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 and repair of all utilities in the Condominium. This section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon a Unit, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement. Developer hereby reserves and declares permanent and perpetual non-exclusive easements to the Township, Oakland County and all other companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through all roads, walks and boardwalks and the other General Common Elements and the Limited Common Elements identified in Article 4 in the Condominium for the operation, maintenance, repair and replacement of the water supply system, sanitary sewer system, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all roads, walks, boardwalks and utility lines in the Condominium, including, without limitation, all water, gas, electric and sanitary sewer lines, all of which easements shall be for the benefit of the Overall Development and all parties having any interest in any portion of the Overall Development, including mortgagees of any portion of the Overall Development. These easements shall run with the land in perpetuity. Developer has no financial obligation to support such easements.

Section 6.2 Easement in Favor of the Association. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the project for access to the Units, wetlands, ponds, detention basins, drainage facilities, water and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Co-Owner shall be primarily responsible for maintenance of the exterior of all structures and improvements within a Co-Owner's Unit as set forth in Article 4 above. In the absence of performance by the Co-Owner involved, the Association may undertake the maintenance of a Unit or the exterior of structures and improvements and lawn and landscaping. If such work is performed upon a Unit by the Association, the Co-Owner of the Unit shall reimburse the Association for all costs incurred by the Association within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of a structure or other improvements on any Unit. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

Section 6.3 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the

Transitional Control Date), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium 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 Developer so long as the Construction and Sales Period has not expired.

Section 6.4Easements for Maintenance, Repair and Replacement. Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents, the Declaration and/or the Consent Judgment. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or any appurtenant Limited Common Elements.

Section 6.5Roadway and Utility Easements; Private Roads. Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to dedicate or transfer title of road rights of way and 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 may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All Co-Owners and mortgagees of Units and other persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to effect the foregoing easement or transfer of title. Developer reserves for itself, its successors and assigns, and all future owners of the land described in Article 2 or any portion or portions thereof, an easement for the unrestricted use of the roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article 2 and the Master Development. Developer also reserves easements over all of the Common Elements areas of the Condominium and the land described in Article 2 for the purpose of reasonable access from the roads to the Units located on the land described in Article 2. The roads in the Condominium are private roads and all expenses of insurance, maintenance, repair and replacement of the roads shall be paid by the Association and assessed to the Co-Owners based on their percentage of value. The roads in the Master Development (including roads in the Condominium) are private roads and are for the use and benefit of all unit owners of the Master Development (including the Co-Owners of Silvercreek) as set forth in the Declaration. The Entrance Roadways, including portions of Creekmont Boulevard and Silvercreek Boulevard as described in the Declaration are to be maintained by the Master Association as set forth in the Declaration.

Section 6.6Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary,

convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or 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 6.7 Storm Water Drainage and Detention Easements; Maintenance of Ponds, Detention Areas and Drainage Facilities. Developer hereby reserves permanent non-exclusive easements over the Condominium as shown on the Plan for the Storm Drainage Facilities for the benefit of the Overall Development. The Storm Drainage Facilities shall be maintained repaired and replaced in the first instance by the Association. The Storm Drainage Facilities are a part of an overall storm drainage system that serves the Overall Development. Assessments shall be collected from all Owners by the Association in order to finance the long term administration, maintenance, operation and repair of the Storm Drainage Facilities. Developer has reserved easements for the Common Stormwater Facilities in the Master Declaration for the benefit of the Overall Development.

Pursuant to the Judgment, Developer, the Master Association and the Association shall employ Best Management Practices, designs and methods in order to cause any discharge within the watershed and other sensitive areas to have the minimum impact feasible, consistent with the development of the Overall Development.

If and to the extent there are material changes in technology in the future which would permit maintenance and/or operation of the Storm Drainage Facilities in a manner which would afford greater protection to the water quality and protection of sensitive areas on and around the Overall Development, including Gallagher Creek, the Association shall modify the plan of maintenance so as to incorporate such new technology if and to the extent reasonable, taking into consideration cost limitations.

The management plan for maintenance and operation of the Storm Drainage Facilities shall include the following:

(1) All operation and maintenance functions shall be directed toward the end of ensuring that the Storm Drainage Facilities function in accordance with intended purposes.

(2) Developer and the Association, shall not deposit materials, or undertake dredging, removal of soil or other materials, constructing, operating or maintaining any use or development and/or draining water from or to the Storm Drainage Facilities. The Developer initially, and thereafter the Association, shall have the sole responsibility to finance, administer and employ a competent contractor to operate and maintain the Storm Drainage Facilities.

(3) The type of manpower/equipment/materials, and performance levels, associated with the operation and maintenance of the Storm Drainage Facilities shall equal or exceed the requirements to maintain and operate the system in the manner intended.

(4) The Storm Drainage Facilities shall be periodically monitored by the contractor having expertise retained by Developer initially, and thereafter by the Association. Such monitoring shall occur at least quarter annually (four times each year), and necessary and/or appropriate maintenance shall be undertaken expeditiously as needed, applying Best Management Practices.

In the event of a violation of the requirements for maintenance and preservation of the Storm Drainage Facilities by the Association, the Master Association shall have the right, power and authority to overtake maintenance of the Storm Drainage Facilities in the manner provided herein and, in such event, to collect assessments from Unit Owners through the collection of additional assessments from the Association, which additional assessments shall include an administration fee equal to 25% of the cost to perform the maintenance of the Storm Drainage Facilities as provided herein, and if not paid within 30 days following the day which such assessments to the Master Association are due, such amount shall become a lien on the Property in accordance with Section 108 of the Act.

In conjunction with the exercise by the Township of the Township Remedy (as specified below), in the event of a failure by the Master Association to meet the requirements of this paragraph (c), and a failure by the Master Association to cure following notice from the Township of such failure, the Township shall be authorized to enter into a contract with a person or entity with expertise for the maintenance and/or operation of the Storm Drainage Facilities for a period of up to five years, to be financed in the manner provided below in Paragraph (e). Following the period of maintenance and/or operation by the Township's contractor, the Township shall provide notice to the owners of the Property (which may be through the Association or the Master Association), and the owners shall then continue with the maintenance and responsibilities as provided for herein.

In the event any persons shall violate any of the provisions relating to the maintenance and preservation of Storm Drainage Facilities, the maintenance, repair or replacement of General Common Elements, or relating to conservation and Open Space as provided in this Master Deed (separately or together referred to as a "violation"), the Township shall be authorized to send a written notice to the Association specifying the corrective action required on the Condominium in the Township's reasonable discretion in order to correct the violation and/or preserve and protect the Storm Drainage Facilities and resources in question, and specifying a reasonable time within which such corrective action must be completed. If the corrective action specified in the notice has not been completed on a timely basis, following notice to the Association and an opportunity for the Co-owner(s) and the Association to be heard, the Township, or an agent or contractor of the Township, may enter upon the Condominium and undertake the appropriate corrective, restoration, maintenance, repair, replacement and/or preservation action. The cost of any such action taken by the Township, or caused to be taken by the Township, plus an administrative fee equal to 25% of such cost, shall be paid by all of the Co-owners of the Condominium, pro-rata according to Percentage of Value, and if not paid within 30 days

following a billing to the owners, such amount shall become a lien on the Condominium, to be collected by placing such amount on the next annual delinquent real property tax roll, to accrue interest and penalties, and to be collected in the manner provided by law for the collection of delinquent real property taxes. Rather than fronting all costs, the Township shall be authorized to send a billing to the owners in advance of undertaking work based upon an estimate of costs prepared by the Township engineer, and, following collection, proceed with the work. Alternatively, the Township shall be entitled to commence a civil action for all amounts owing and/or for enforcement purposes, and, if all or a part of the relief sought in the civil action is granted, the judgment shall include the reasonable attorney's fees incurred by the Township in the action (collectively, the procedure described in this Paragraph is referred to herein as the "Township Remedy").

The Condominium is subject to the terms, conditions and provisions of the Judgment. All persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make any dedications or reservations described in the Judgment and to act in behalf of all Co-owners and their Mortgagees in any proceedings with respect to such dedications or reservations pursuant to the Judgment. After certificates of occupancy are issued for Residences in 100% of the Units in the Condominium, the foregoing rights and powers may be exercised by the Association.

Section 6.8 Utility Easements. Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Units, and Common Elements as set forth on Exhibit B. Developer has or may enter into separate easement agreements and dedication with the Township of Oakland, other governmental authorities or utility companies for sewer, water and utility purposes, the terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Project to facilitate development of the Master Development and/or any of the condominiums which are contained therein, and to appropriate governmental agencies or to utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records or the recordings of a separate easement agreement. 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 or recording of a separate easement as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 6.9 Further Rights Reserved to Developer. Developer reserves for the right of itself, the Association, their respective successors and assigns and all Co-Owners of the land described in Article 2, or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances as necessary to serve the Master Development. Developer further reserves easements over the land described in Article 2 above for the purpose of reasonable access from

the roads to the Units and residences in furtherance of the development of the Project or the Master Development.

Section 6.10 Access to Silverbell Road. Access to Silverbell Road from portions of the Condominium is by means of an easement for ingress, egress and public utilities over, across and within Creekmont Boulevard as shown on the Condominium Subdivision Plan, (“Access Easement”). The Access Easement is for the benefit of all Unit Owners of Silvercreek and all unit owners of the Master Development. Portions of Creekmont Boulevard and Silvercreek Boulevard are to be maintained by the Master Association as Entrance Roadways as set forth in the Declaration.

Section 6.11 Easement for Common Areas of Master Development; Conservation Easement. Pursuant to the Declaration, easements are reserved and declared for the benefit of all owners of units in the Master Development for use, benefit, maintenance and repair of the Common Areas of the Master Development as set forth in the Declaration. Portions of the Master Development and the Condominium are subject to a Conservation Easement recorded in Liber 23559, page 657, Oakland County Records, and as described in the Declaration.

Section 6.12 Easement for Water Supply System and Sanitary Sewer System. Developer hereby reserves and declares a perpetual and permanent Water Supply System Easement in favor of the Water Supply System Easement Grantee, in over, under and through the Common Elements of the Condominium as shown on the Condominium Subdivision Plan and as actually constructed. The Water Supply System Easement may not be amended or revoked except with the written approval of the Water Supply Easement Grantee. The Water Supply System Easement Grantee shall have the right to sell, assign, transfer or convey the Water Supply System Easement to any other governmental unit. Developer and Co-owners shall not build or convey to others any permission to build any permanent structures on the Water Supply System Easement. Co-owners shall not build or place any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Water Supply System Easement Grantee under the Water Supply herein reserved and declared. The Water Supply Easement Grantee shall have the right of entry on, and to gain access to, the Water Supply Easement and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, release the Water Supply System Easement Grantee from any and all claims to damages in any way arising or incident to the construction and maintenance of the water supply system or otherwise arising from or incident to the exercise by the Water Supply System Easement Grantee of its rights under the Water Supply System Easement, and all Co-owners covenant not to sue the Water Supply System Easement Grantee for any such damages.

Developer hereby reserves and declares a perpetual and permanent Sanitary Sewer System Easement in favor of the Sanitary Sewer System Easement Grantee, in over, under and through the Common Elements of the Condominium as shown on the Condominium Subdivision Plan and as actually constructed. The Sanitary Sewer System Easement may not be amended or revoked except with the written approval of the Sanitary Sewer System Easement Grantee. The Sanitary Sewer System Easement Grantee shall have the right to sell, assign, transfer or convey the Sanitary Sewer System Easement to any governmental unit. Developer and Co-owners shall

not build or convey to others any permission to build any permanent structures on the Sanitary Sewer System Easement. Co-owners shall not build or place any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Sanitary Sewer System Easement Grantee under the Sanitary Sewer Easement herein reserved and declared. The Sanitary Sewer System Easement Grantee shall have the right of entry on, and to gain access to, the Sanitary Sewer System Easement and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, release the Sanitary Sewer System Easement Grantee from any and all claims to damages in any way arising or incident to the construction and maintenance of the sanitary sewer system or otherwise arising from or incident to the exercise by the Sanitary Sewer System Easement Grantee of its rights under the Sanitary Sewer System Easement, and all Co-owners covenant not to sue the Sanitary Sewer System Easement Grantee for any such damages.

The rights granted to the Water Supply System Easement Grantee and the Sanitary Sewer System Easement Grantee under this, Section 6.12 may not be amended without the express written consent of the Water Supply System Easement Grantee, with respect to the Water Supply System Easement and without the express written consent of the Sanitary Sewer System Easement Grantee with respect to the Sanitary Sewer System Easement. Any purported amendment or modification of the rights granted under this section shall be void and without legal effect unless agreed to in writing by the Water Supply System Easement Grantee or the Sanitary Sewer System Easement Grantee, as the case may be.

ARTICLE 7 AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Co-Owners, except as set forth below:

Section 7.1 Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements may be modified without the consent of the Co-Owner in any material manner without the written consent of the Co-Owner, except as otherwise expressly provided in this Master Deed including determining the exact location and dimensions of the Limited Common Elements as set forth in Article 4 above.

Section 7.2 Mortgagees Consent. To the extent required by Section 90a(9) of the Act, wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 7.3 By Developer. Pursuant to Section 90(l) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any

other purpose unless the amendment would materially alter or change the rights of a Co-Owner and of a mortgagee, in which event Co-Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 7, and in Section 7.2 of this Article, except as otherwise provided in this Article.

Section 7.4Changes in Percentage of Value. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-Owner may rent a Unit, may not be modified without the consent of each affected Co-Owner and mortgagee.

Section 7.5Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all Co-Owners.

Section 7.6Developer Approval. During the Construction and Sales Period Article 4, Article 5, Article 6, Article 7, Article 8 and Article 9 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer.

Section 7.7Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4 above and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

7.7.1 To modify the types and sizes of Units and the General Common Elements and any Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to a Co-Owner so long as such modification complies with the requirements of applicable governmental authorities, and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to a Co-Owner.

7.7.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.7.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements.

7.7.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.7.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

7.7.6 To make, define or limit easements affecting the Condominium.

7.7.7 To record an "AS BUILT" Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as "MUST BE BUILT", subject to any limitations or obligations imposed by the Act.

7.7.8 To convert the Condominium as set forth in Article 8 below.

The amendments described in this Section 7.7 may be made without the consent of Co-Owners or mortgagees. The rights reserved to Developer under this section may not be amended except with the consent of the Developer.

Section 7.8 Requiring Township Consent. Notwithstanding anything to the contrary in this Master Deed, no amendment shall be made to any of the following provisions of this Master Deed, nor shall any amendment be made affecting the Township's rights under such provisions, without the prior written consent of the Township:

- (1) Township Remedy in Subsection 6.7;
- (2) Any provision relating to maintenance of Storm Drainage Facilities in Subsection 6.7;
- (3) Protection of Gallagher Creek in Subsection 6.7;
- (4) Subsections 6.2 with respect to any easement granted to the Township or any other governmental agency;
- (5) Notice of the Judgment in Article 9.
- (6) This Subsection 7.8.

Section 7.9 Notwithstanding subparagraph (b) above, but subject to the limitations set forth in subparagraph (d) above and those set forth in the Judgment, Developer expressly reserves the right to amend this Master Deed and its Exhibits for the purpose of complying with any Township requirements or satisfying any Township requests to amend Condominium Documents. The consent of any Co-owner shall not be required to make such amendments and all of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed and its Exhibits to effectuate the Township's request or requirement. All such interested persons irrevocably appoint the 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 thereto and may incorporate by reference all or any pertinent

portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to make such amendments. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE 8
ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 Developer 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 9
NOTICE OF JUDGMENT AND THE ADJACENT PROPERTY

The Condominium is part of the Overall Development, which is established subject to the Judgment and the Master Declaration, which impose certain affirmative obligations on all persons having an interest in the Condominium. Copies of the Judgment and the Master Declaration are available from the Township and are also maintained on file with the Association. All on-going expenses and obligations imposed on the Condominium property pursuant to the Judgment and/or the Master Declaration (*i.e.*, obligations and expenses that deal with the operation of the Overall Development and its use as a residential community rather than the development of the Condominium) shall be expenses of administration assessed to the Co-owners as provided in this Master Deed and the Master Declaration. Such expenses include, but are not limited to, the Master Association's obligation to maintain the Common Stormwater Facilities, Entrance Roadways, Community Areas and Facilities and the Shared Interest Areas identified on Exhibit "B" to the Master Declaration.

ARTICLE 10
CONTRACTION OF CONDOMINIUM

Section 10.1 Right to Contract.

10.1.1 Units. As of the date this Master Deed is recorded, the Developer intends to establish a condominium project consisting of one hundred seven (107) Units on the land described in Article 2 above, and as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a condominium project consisting of fewer Units than described above and to withdraw from the Project all or a portion of Units 64 through 107, and the improvements and utilities to serve such Units.

Therefore, any other provision of this Master Deed to the contrary notwithstanding, the number of Units in the Condominium Project may, at the option of Developer, from time to time, within a period extending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than four (4).

Section 10.2 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 10 as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project, or projects, or any other form of development. Developer further reserves the right, subsequent to such withdraw but prior to six (6) years, from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

Section 10.3 Restrictions on Contraction. Apart from the requirements set forth in this Article 10 and Article 11 below, there are no restrictions on Developer's right to contract the Condominium.

ARTICLE 11
CONVERTIBLE AREAS

The Condominium is established as a Convertible Condominium in accordance with the provisions this Article and the Act.

Section 11.1 Convertible Area. The land designated on the Condominium Subdivision Plan, which includes Units 64 through 107, and the improvements and utilities to serve such Units, is the land area in which Units and Common Elements may be created, expanded, deleted and modified and within which Limited and General Common Elements may be created as provided in this Article 11. The Developer reserves the right, but not the obligation to convert all or any portion of the Convertible Areas. No additional Units may be created in the Convertible Area, although Units may be expanded, modified, or decreased as provided in this Article 11.

The number of Units of the Condominium may decrease but shall not increase as the result of conversion of the Convertible Area.

Section 11.2 Right to Convert. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements.

Section 11.3 Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities.

Section 11.4 Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article 11 shall be given 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 5 hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium 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 Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article 5 of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article 11.

ARTICLE 12 **OPERATIVE PROVISIONS**

Any contraction or conversion of the Project pursuant to Article 10 or Article 11 above, shall be governed by the provisions of this Article 12:

Section 12.1 Amendment to Master Deed and Modification of Percentages of Value. Expansion, contraction or conversion of the Condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of Developer and

shall provide that the percentages of value, to the extent appropriate, set forth in Article 5 above shall be proportionately readjusted in order to preserve the total value of one hundred (100%) per cent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of such readjustment shall be in the sole judgment of Developer. Such readjustment, 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 12.2 Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced, or to the additional parcel or parcels added to the Project by such amendment and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of Article 10 or Article 11.

Section 12.3 Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, and as above provided in Section 3.13, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 12.4 Consent of Interested Parties. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the purpose and intent of Article 10 or Article 11 and to any proportionate reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer 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 amendment may be effected without the necessity of recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits.

Dated: _____, 2001

WITNESSES:

PULTE LAND COMPANY, LLC, a Michigan limited liability company

By: _____
Howard Fingeroot

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this _____ day of _____, 2001, the foregoing Master Deed was acknowledged before me by Howard Fingeroot the President of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of said company.

_____, Notary Public
Oakland County, Michigan
My Commission Expires: _____

PREPARED BY AND RETURN TO:
Clark G. Doughty, Esq. (P-35424)
BODMAN, LONGLEY & DAHLING LLP
100 Renaissance Center
34th Floor
Detroit, Michigan 48243
(313) 259-7777