

## **EMERALD GLEN OF MANCHESTER**

### **MASTER DEED**

This Master Deed is made and executed on this \_\_\_ day of September, 2003, by Wexford-Emerald Glen, LLC, a Michigan limited liability company, hereinafter referred to as the "Developer", whose post office address is 135 Keveling Drive, Saline, Michigan 48176, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Emerald Glen of Manchester as a Condominium Project under the Act and does declare that Emerald Glen of Manchester shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

#### **ARTICLE I**

##### **TITLE AND NATURE**

The Condominium Project shall be known as Emerald Glen of Manchester, Washtenaw County Condominium Subdivision Plan No. \_\_\_\_\_. 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 therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element right-of-way that is proposed for dedication to the public. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

## ARTICLE II

### LEGAL DESCRIPTION

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

Land in the Village of Manchester, Washtenaw County, Michigan, described as follows:

Part of the Northeast ¼ of Section 10 and the Northwest ¼ of Section 11, T.4S., R.3E., Village of Manchester, Washtenaw County, Michigan being more particularly described as: Beginning at the East ¼ corner of Section 10; thence along the East and West ¼ line of said Section and the centerline of Sandborn Road (66' wide), S 89°02'53" W, 769.88 feet; thence N 00°33'23" W, 1046.85 feet; thence N 89°26'37" E, 94.81 feet; thence N 00°33'23" W, 290.08 feet to the North line of the Southeast ¼ of the Northeast ¼ Section 10 as protracted; thence N 89°26'37" E, 634.48 feet to the East line of Section 10; thence N 88°03'32" E, 214.50 feet along the North line of the Southwest ¼ of the Northwest ¼ of Section 11 as protracted; thence deflecting 89°30' to the right onto a course of S 02°26'28" E 230.00 feet; thence parallel to the North line of the Southwest ¼ of the Northwest ¼ of Section 11, N 88°03'32" E, 440.88 feet; thence parallel to the aforementioned deflected course, N 02°26'28" W, 230.00 feet to the North line of the Southwest ¼ of the Northwest ¼ of Section 11; thence along said North line, N 88°03'32" E, 4.50 feet; thence N 02°21'31" W, 1002.84 feet along a line parallel with the protracted East line of the Northwest ¼ of the Northwest ¼ of Section 11; thence parallel to the North line of said Section 11, N 88°00'26" E, 313.50 feet; thence N 02°21'31" W 132.00 feet along a line parallel with the aforementioned protracted East line; thence parallel to the North line of Section 11, N 88°00'26" E, 3.00 feet; thence parallel to the aforementioned protracted East line, N 02°21'31" W, 198.00 feet to the North line of Section 11 and the centerline of Territorial Road (66' wide); thence along said centerline N 88°00'26" E, 63.00 feet; thence parallel with the aforementioned protracted East line, S 02°21'31" E, 330.00 feet; thence S 18°57'09" W, 416.64 feet (previously recorded as 416.67 feet); thence S 70°40'28" E, 305.00 feet to a point that is 830.00 feet Southerly of the North line of Section 11 and along a line parallel to and 165 feet Westerly of the aforementioned protracted East line; thence along said parallel line, S 02°21'31" E, 728.43 feet; thence S 87°38'29" W 458.89 feet; thence 318.93 feet on a curve to the right with a radius of 425.00 feet, a central angle of 42°59'48" and a chord bearing S 28°11'46" W, 311.50 feet; thence S 49°41'40" W, 463.55 feet; thence S 40°18'20" E, 114.95 feet; thence S 54°16'37" E, 117.52 feet; thence S 78°48'08" E, 121.66 feet; thence S 01°53'22" E, 357.46 feet to the East and West ¼ line of Section 11 and the center line of said Sandborn Road; thence along said centerline S 88°06'38" W, 468.45 feet to the Point of Beginning. Containing 47.78 acres more or less and subject to the rights of the public over the Northerly 33 feet known as Territorial Road and the Southerly 33 feet known as Sandborn Road.

Subject to all easements and restrictions of record and to all governmental limitations. Further subject to and together with a certain Development Agreement for Emerald Glen Planned Unit Development entered into between the Developer and the Village of Manchester ("Development Agreement").

## ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Emerald Glen 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 Glen of Manchester 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 Glen Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

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

**Section 5. Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

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

**Section 7. Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" each mean Emerald Glen of Manchester as a Condominium Project established in conformity with the Act.

**Section 8. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

**Section 9. Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe Emerald Glen of Manchester as a completed Condominium Project and shall reflect the land area in the Condominium that may be added from time to time under Article VII hereof, and all Units and Common Elements therein and which shall express percentages of value pertinent to each Unit as finally readjusted, if any. Such Consolidating Master Deed, if and when recorded in the office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Washtenaw 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 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 Wexford-Emerald Glen, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents. Developer as used herein shall not, however, include the term "Successor Developer" as defined in Section 135 of the Act, except that a Successor Developer shall be bound by the Condominium Documents and the Development Agreement.

**Section 12. Development and Sales Period.** "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or as long as there remains any residence to be constructed on Units that it owns or as long as it owns or holds an option or other enforceable purchase interest in land for residential development within a five (5) mile radius of the Condominium Premises, whichever last occurs.

**Section 13. First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

**Section 14. Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

**Section 15. Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean a single Unit in Emerald Glen of Manchester, as the same is described in Article V, Section I 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 to the plural shall also be included where the same would be appropriate and vice versa.

## ARTICLE IV

### COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

**Section 1. General Common Elements.** The General Common Elements are:

(a) **Land and Roads.** The land described in Article II hereof, other than that portion thereof identified as Units, and the roads until such time, if ever, they are dedicated.

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

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

(d) **Telephone.** The telephone system throughout the Project up to the point of lateral connection for Unit service.

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

(f) **Cable Television.** The cable television system up to the point of lateral connection for Unit service.

(g) **Water.** The water distribution system throughout the Project up to the point of lateral connection for Unit service.

(h) **Storm Drainage System.** The storm drainage system throughout the project, which includes all areas containing drainage facilities and the detention area.

(i) **Beneficial Easements.** The beneficial easements referenced in Article IX below.

(j) **Entrance Treatment.** The entrance treatment, including without limitation, landscaping, masonry wall, and signage.

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

Some or all of the utility lines, systems (including mains and service leads) and equipment and the cable television system, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the cable television system, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

**Section 2. Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner or Owners of the Unit to which the Limited Common Elements are assigned. The Limited Common Elements are as follows:

The leads for the gas distribution system, the electrical transmission, telephone, cable television, water, storm sewer and sanitary sewer systems servicing an individual Unit, are each Limited Common Elements, 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) **Units and Limited Common Elements.** It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B and in conformance with the Condominium Documents. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of all improvements located within a Unit including the dwelling and appurtenances thereto, driveway and walkways, the lawn and all landscaping located within a Unit, shall be borne by the Co-owner of the Unit which is served thereby. The exterior appearance of the dwellings and Units, to the extent visible from any other Unit or Common Element in the Project, as well as the use and appearance of all yard areas, shall be subject at all times to the prior approval of the Association and, further, that all exterior maintenance shall be subject to and in accordance with Article VI, Section 22 of the Bylaws. In connection with any amendment made by the Developer pursuant to Article VI hereof, Developer may designate Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

(ii) **Utility Services.** All costs of electricity, telephone, cable television, natural gas, sanitary sewer and water and any other utility services shall be borne by the Owner of the Unit to which such services are furnished.

(b) **Association Responsibilities.** The Association shall not be responsible for performing any maintenance, repair or replacement with respect to Units, the residences and their appurtenances, the lawn or landscaping located within the Condominium Units. The Association shall be responsible for the cost of maintenance, repair and replacement of all General Common Elements (including all landscaping therein), the storm water drainage system and all other improvements installed within the General Common Elements in conformance with the Condominium Documentation, subject to any provision of the Condominium Documents expressly to the contrary and to the extent not maintained, repaired or replaced by the Village of Manchester after public dedication and acceptance by the Village of any such improvements. The Association's responsibility shall include mowing of the lawn and maintaining and replacing the landscaping located in the cul-de-sac, as well as the irrigation system servicing same. The Association shall also be responsible for maintenance, repair and replacement of the entrance treatment. Maintenance of the storm water drainage system shall involve at a minimum annual inspections to be sure that the system continues to operate as originally intended. In the event that the Association shall at any time fail to carry out its responsibility specified in the preceding sentence, the Village may proceed with enforcement of its rights under the Condominium Documents, its ordinance or otherwise by law. The Village may additionally serve written notice upon the Association setting forth the deficiencies in maintenance. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the Village Council, or such other board, body or official delegated by the Village Council, for the purpose of allowing the Association to be heard as to why the Village should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the Village Council, or other body or official, designated to conduct the hearing shall determine that maintenance has not been undertaken within the time specified in the notice, the Village shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the Village to be appropriate. The cost and expense of enforcement, and/or the making, and/or the financing, of such maintenance and/or preservation, including the cost of notices by the Village and reasonable legal fees incurred by the Village, shall be paid by the Association.

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

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1. Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Emerald Glen of Manchester as prepared by Professional Engineering Associates and attached as Exhibit B hereto. Each Unit shall consist of the area contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines.

**Section 2. Percentage of Value.** The percentage of value assigned to each of the Units in Emerald Glen of Manchester shall be equal. The total value of the Project is 100%. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association (which voting shall be in accordance with Article VIII, Section 1 of the Bylaws.)

## ARTICLE VI

### CONVERTIBLE AREAS

**Section 1. Designation of Convertible Areas.** The Units and Common Elements depicted on the Condominium Subdivision Plan are hereby designated as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

**Section 2. The Developer's Right to Modify Units and Common Elements.** The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the size, location or design of Units and/or Common Elements appurtenant or geographically proximate to such Units, including without limitation relocating driveways, within the Convertible Areas above designated as determined by the Developer as necessary and as approved by the Village of Manchester.

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

**Section 4. Amendment of Master Deed and Modification of Percentages of Value.** Such conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

**Section 5. Redefinition of Common Elements.** Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the portions of the Convertible Areas modified by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

**Section 6. Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE VII

### EXPANSION OF CONDOMINIUM

**Section 1. Area of Future Development.** The Condominium Project established pursuant to the initial Master Deed of Emerald Glen of Manchester and consisting of 47 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 103 Units. Additional Units, if any, will be located on all or some portion or portions of the following described land:

Part of the Northeast ¼ of Section 10 and the Northwest ¼ of Section 11, T.4 S., R.3 E., Village of Manchester, Washtenaw County, Michigan, being more particularly described as: Beginning at the East ¼ corner of Section 10; thence along the East and West ¼ line of said Section and the Centerline of Sandborn Road (66' wide), S89°02'53"W, 1329.32 feet to the South ¼ corner of the Northeast ¼ of Section 10 as protracted; thence along the West line of the Southeast ¼ of the Northeast ¼ of said Section 10, N02°08'31"W, 1341.31 feet to the protracted center of the Northeast ¼ of said Section; thence along the North line of the Southeast ¼ of the Northeast ¼ of said section; N89°26'37"E, 1325.83 feet to the East line of Section 10; thence N88°03'32"E, 214.50 feet along the North line of the Southwest ¼ of the Northwest ¼ of said Section 11, as protracted; thence deflecting 89°30' to the right onto a course of S02°26'28"E, 230.00 feet; thence parallel to the North line of the Southwest ¼ of the Northwest ¼ of Section 11, N88°03'32"E, 440.88 feet; thence parallel to the aforementioned deflected course N02°26'28"W, 230.00 feet to the North line of the Southwest ¼ of the Northwest ¼ of Section 11; thence along said North line, N88°03'32"E, 4.50 feet; thence N02°21'31"W, 1002.84 feet along a line parallel with the protracted East line of the Northwest ¼ of the Northwest ¼ of Section 11; thence parallel to the North line of said Section 11, N88°00'26"E, 313.50 feet; thence N02°21'31"W, 132.00 feet along a line parallel with the aforementioned protracted East line; thence parallel to the North line of Section 11, N88°00'26"E, 3.00 feet; thence parallel to the aforementioned protracted East line, N02°21'31"W, 198.00 feet to the North line of Section 11 and the centerline of Territorial Road (66' wide); thence along said centerline N88°00'26"E, 63.00 feet; thence parallel with the aforementioned protracted East line S02°21'31"E, 330.00; thence S18°57'09"W, 416.64 feet (previously recorded as 416.67 feet) thence S70°40'28"E, 305.00 feet to a point that is 830.00 feet southerly of the North line of Section 11 and along a line parallel to and 165 feet Westerly of the aforementioned protracted East line; thence along said parallel line, S02°21'31"E, 1142.96 feet to a point 20.35 feet Northerly of the Southwest corner of the East 165 feet of the North 660 feet of the Southwest ¼ of the Northwest ¼ of said Section 11; thence parallel to the North line of the Southwest ¼ of the Northwest ¼ of said Section 11, S88°03'32"W, 123.05 feet (previously recorded as 123.00 feet); thence S20°47'30"W, 300.00 feet; thence parallel to the aforementioned protracted East line S02°21'31"E, 416.72 feet to the East and West ¼ line of Section 11 and the centerline of said Sandborn Road; thence along said centerline S88°06'38"W, 931.72 feet to the point of beginning. Containing 80.84 acres more or less and subject to the rights of the public over the Northerly 33 feet known as Territorial Road and the Southerly 33 feet known as Sandborn Road,

except therefrom the land described in Article II above as it may, from time to time, be amended, (hereinafter referred to as "area of future development").

**Section 2. Increase in Number of Units.** Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The location of all such Units as may be added shall be determined by the Developer in its sole discretion subject only to approval by the Village of Manchester. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

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

**Section 4. Amendment of Master Deed and Modification of Percentages of Value.** Such



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

**Section 5. Redefinition of Common Elements.** Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

**Section 6. Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VII and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

**Section 7. Consolidating Master Deed.** A Consolidating Master Deed (subject, however, to Article III, Section 9 of this Master Deed) shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments hereto.

## ARTICLE VIII

### CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated (but not subdivided), in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

**Section 1. By Developer.** Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) **Consolidate Units; Relocation of Boundaries.** Subject to approval by the Village of Manchester and amendment to the approved site plan, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between Units. Such consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Amend to Effectuate Modifications.** In any amendment or amendments resulting

from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as redefined. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

**Section 2. By Co-owners.** One or more Co-owners may undertake:

**Consolidation of Units; Relocation of Boundaries.** Subject to the prior written approval of the Developer during the Development and Sales Period, and subject to the prior written approval of the Village of Manchester, Co-owners of Units may relocate boundaries between their Units or eliminate boundaries between two or more Units (but not subdivide Units) upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Washtenaw County Register of Deeds.

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

## ARTICLE IX

### EASEMENTS

**Section 1. Easement for Maintenance of Encroachments and Utilities.** There shall be easements to, through and over the entire Project for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium. In the event any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of destruction. One of the purposes of this Section is to clarify the right of the Co-owner to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

**Section 2. Easements and Development Rights Retained by Developer.**

**(a) Access Easements.** Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may be added to the Project as reserved in Article VII or any portion or portions thereof, easements for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off

the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VII. In order to achieve the purposes of this Article and of Article VII of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of the land described in Article VII by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by this Condominium and any developed portions of the land described in Article VII whose closest means of access to a public road is over such road or roads. The Co-owners in 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 Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other Units or building sites on the land described in Article VII not lying within the Condominium whose closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Development and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

The Developer reserves the right at any time during the Development and Sales Period and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Emerald Glen of Manchester, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication 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 the Condominium Subdivision Plan hereto, recorded in the Washtenaw County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

**(b) Utilities.** Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Article VII or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. 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 VII not included in the Condominium which are served by such utility 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 Units in this Condominium, and the denominator of which is comprised of the numerator plus all other Units or building sites the land described in Article VII not located within the Condominium which benefit from such mains. Provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads

which service dwellings outside the Condominium Premises.

Developer further reserves the right at any time during the Development and Sales Period, and the Association shall have the right subsequent to the Development and Sales Period, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities (which utilities shall include, without limitation, the storm drainage system, or any portion thereof, that services the Project) to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed 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 Washtenaw County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

**Section 3. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; 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, or obligations with respect thereto varied, without the consent of each person benefitted thereby.

**Section 4. Easements for Maintenance, Repair and Replacement.** The Developer, the Association, public entities or agencies, and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice for purposes of inspection of any Unit to ascertain that the same have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Association.

**Section 5. Storm Sewer and Surface Drainage.** The Developer hereby reserves on behalf of itself, its successors and assigns, the Co-owners, and for the benefit of the public agencies, including without limitation the Village of Manchester, a perpetual easement to use the areas depicted on the Condominium Subdivision Plan as storm sewer and detention area for the purposes of storm water drainage and detention. The Association and the Village of Manchester are also hereby granted an easement over certain General Common Elements as depicted on Exhibit B attached hereto for the purpose of maintaining, repairing and replacing the storm water drainage system, detention area and improvements servicing the same.

**Section 6. Cable Television Agreements and Fiber Optic Service.**

(a) 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, video text, broad band cable, fiber optics, satellite dish, earth antenna and similar services (collectively "Cable Television Service") 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 Cable Television Service 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 the Developer during the Development and Sales Period and to the Association thereafter.

(b) The Developer may provide fiber optic service in the Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment ("Fiber Optic Improvements") located throughout the Project, up to the point of entry to each residence, would be owned by the Developer. The Developer hereby reserves an easement throughout the Project for the purpose of installing, maintaining, repairing and replacing the Fiber Optic Improvements, in the event the Fiber Optic Improvements are installed. The rights reserved in this paragraph can be assigned by the Developer or transferred to its successor, assign or designee.

## **ARTICLE X**

### **AMENDMENT**

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

**Section 1. Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

**Section 2. Mortgagee.** Amendments shall require the approval of first mortgagees only in accordance with Section 90a of the Act.

**Section 3. By Developer.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

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

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

**Section 6. Developer Approval.** During the Development and Sales Period, the Master Deed shall not be amended nor shall the provisions thereof be modified by any other amendment to the Master Deed without the written consent of the Developer.

**Section 7. Village Approval.** Any amendments that modify rights of the Village as provided herein shall require the prior approval of the Village.

ARTICLE XI

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 Washtenaw County Register of Deeds.

WEXFORD-EMERALD GLEN, LLC, a Michigan  
limited liability company

By: WEXFORD DEVELOPMENT GROUP, LLC, a  
Michigan limited liability company, Manager

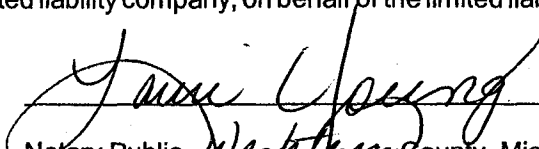
By: 

Craig A. Welch, Manager

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF WASHTENAW)

On this 25 day of Sept., 2003 the foregoing Master Deed was acknowledged before me by Craig A. Welch, Manager of Wexford Development Group, LLC, a Michigan limited liability company, Manager of Wexford-Emerald Glen, LLC, a Michigan limited liability company, on behalf of the limited liabilities companies.

LAURI YOUNG  
Notary Public, Washtenaw County, Michigan  
My Commission Expires on 5/23/07

  
Notary Public, Washtenaw county, Michigan  
My commission expires: 5-23-07

Master Deed drafted by:  
C. Kim Shierk, of Myers Nelson Dillon & Shierk, PLLC  
40701 Woodward Ave., Suite 235  
Bloomfield Hills, Michigan 48304  
When recorded, return to drafter