MASTER DEED

LIBERTY SHORES
SITE CONDOMINIUM PLAN

MASTER DEED
LIBERTY SHORES SITE CONDOMINIUM
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Liberty Shores
SITE CONDOMINIUM PLAN

MASTER DEED

THIS MASTER DEED is made and executed on this _____day of _____, 2005, by OCTOBER CAPITAL GROUP, L.L.C., a Michigan Limited Liability Company hereinafter referred to as "Developer", whose address is 6525 Willow Road, West Bloomfield, Michigan 48324, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), Hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed (text), together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan dated _____, 2005, prepared by Design Inc., attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish a real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Site Condominium Project under the provisions of the Act.

W I T N E S S E T H:

NOW, THEREFORE, the Developer does, upon the recording hereof, establish LIBERTY SHORES SITE CONDOMINIUM as a Condominium under the Act and does declare that LIBERTY SHORES SITE CONDOMINIUM (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and the affirmative obligations set forth in this Master Deed, Bylaws and the Exhibits attached hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as LIBERTY SHORES SITE CONDOMINIUM, Genessee County Condominium Plan No._____. The units contained in the Condominium, including the number, boundaries dimensions and area of each unit therein, are as set forth completely in the Condominium Plan attached as Exhibit "B" hereto. Each individual unit has been created for residential purposes. Each unit is capable of individual utilization on account of having its own entrance from the exit to a Common Element of the Condominium. Each Co-Owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners and Common Elements of the Condominium as provided in the Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II
LEGAL DESCRIPTION

The land which comprises the Condominium Project established by this Master Deed is located in the Township of Fenton, County of Genessee, State of Michigan, as particularly described in Exhibit B hereinafter.

Together with and subject to easements, restrictions and governmental limitations of record, and the rights of the public or any governmental unit in any part of the subject property taken or used for Ripley Road. The obligations of the Developer under the foregoing instruments are or shall be assigned to and thereafter performed by the Association on behalf of the Co-Owners. Also subject to the easements established and reserved in Article VI below.

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 limitation, the rules and regulations of LIBERTY SHORES CONDOMINIUM HOMEOWNERS ASSOCIATION, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in LIBERTY SHORES SITE CONDOMINIUM 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. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means LIBERTY SHORES CONDOMINIUM HOMEOWNERS ASSOCIATION, which is the nonprofit corporation organized under the Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, image and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents of the laws of the State of Michigan.

Section 3. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of LIBERTY SHORES CONDOMINIUM HOMEOWNERS ASSOCIATION, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 4. Bylaws "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the sustentative 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 5. Common Elements "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. Condominium Documents. "Condominium Documents: wherever used means and includes this Master Deed and Exhibits "A" and "B" attached hereto, and rules and regulations, if any, of the Association all as amended from time to time.

Section 7. 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 LIBERTY SHORES SITE CONDOMINIUM as described in the Master Deed, as amended from time to time.

Section 8. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means LIBERTY SHORES SITE CONDOMINIUM as a Condominium established in conformity with the provisions of the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed. The Condominium Subdivision Plan depicts and assigns a number to each Condominium Unit and describes the nature, location and approximate dimensions of certain Common Elements.

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Liberty Shores as a completed Condominium Project and shall reflect all Units and Common Elements therein, and the percentage of value applicable to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Genessee County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Genessee County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 11. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof owning one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", whenever used, shall by synonymous with the term "Co-owner".

Section 12. Development and Sales Period. "Development and Sales Period" 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.

Section 13. Developer. "Developer" means October Capital Group, L.L.C., a Michigan Limited Liability Company, who has made and executed this Master Deed, and its successors and assigns. The successors and assigns of the Developer shall always be deemed to be included within the term "Developer" whenever such term is used in the Condominium Documents.

Section 14. 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 may properly be brought before the meeting. Such meeting is to be held in accordance with the requirements set forth by the Bylaws.

Section 15. Storm Water Drainage Facilities. "Storm Water Drainage Facilities" means the storm water drainage system and retention/detention/ sedimentation basin located within the Project, including the drainage easements with Unit boundaries, which are identified on Exhibit B to this Master Deed.

Section 16. Township. Township means the Township of Fenton, a general law township.

Section 17. 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 owners unaffiliated with the Developer.

Section 18. Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in LIBERTY SHORES SITE CONDOMINIUM and shall have the same meaning as the term "Condominium Unit" as defined in the Act. The land, structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirely 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. Each Unit shall be co-extensive with an entire residential lot/unit within the meaning of the Township ordinances and shall extend beyond its related building envelope to the full area within perimeter unit lines as depicted on the Condominium Plan.

Other terms which may be utilized in the Condominium Documents and which are not defined hereinabove shall have the meanings as provided in the Act.

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

ARTICLE IV
EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium established pursuant to the initial Master Deed of Liberty Shores Site Condominium, and consisting of 64 Units, is intended to be the first phase of an expandable Condominium under the Act to contain in its entirety a maximum of 181 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

> Commencing at the West ¼ Corner of Section 21, Town 5 North, Range 6 East, Fenton Township, Genesee County, Michigan; thence S 01º17'11" E 121.19 feet along the West line of said Section 21 and said centerline of Ripley Road; thence S 87º25'00" E 246.17 feet; thence S 08º39'00" W 246.17 feet; thence S 63º08'10" E 1329.43 feet along the Northerly Right-of-Way line of grand Trunk Western Railroad to the PLACE OF BEGINNING; thence N 26º51'38" E 280.64 feet; thence N 20º57'25" W 230.28 feet; thence N 69º02'35" E 229.69 feet to Intermediate Traverse Point "C;" thence continuing N 69º02'35" E 37.42 feet; thence N 44º4735" E 368.71 feet; thence N 78º38'30" E 220.2± feet water's edge of Tupper Lake; thence meandering 1238± feet along the water's edge of Tupper Lake to an intersecting point with the East-West ¼ line of said Section, as previously surveyed, said point being N 30º31'09" W 426.08 feet from Intermediated Traverse Point "D;" thence N 88º58'10" E 520.30 feet along said East-West ¼ line to an intersecting point with the water's edge of Lake Ponemah, said point being N 12º50'48" E 739.64 feet from Intermediate Traverse Point "E;" thence 2332± feet along the water's edge

of Lake Ponemah to the East line of said Section as preveiously surveyed and monumented; thence S 01º10'19" E 33.1± feet along said East line of Section to Intermediate Traverse Point "F"; thence continuing S 01º10'19" E 755.14 feet along said East line of Section to Intermediate Traverse Point "G;" thence continuing S 01º10'19" W 543± feet along water's edge of Lake Ponemah; thence meandering 2771± feet along the water's edge of Lake Ponemah to an intersecting point with said East line of Section, said point being N 01º10'19" 543± feet along said East line of Section from the Southeast Corner of said Section; thence S 01º10'19" E 95± feet along said East line of Section to an intersecting point with the water's edge of Lake Ponemah; thence Southerly 249± feet along the water's edge of Lake Ponemah to an intersecting point with the boundary of subject Parcel, said point being N 79º19'57" W 19.0± feet from the East line of said Section (as monumented), said point also being S 79º19'57" E 16.1± feet from Intermediate Traverse Point "H," said Intermediate Traverse Point "H" being the following 21 courses from said Intermediate Traverse Point "C:" (1) S 23º18'25" E 223.68 feet, (2) N 65º58'16" E 302.73 feet, (3) N 80º21'09" E 325.24 eet, (4) S 32º04'20" E 553.00 feet, (5) N 56º26'17" E 47.08 feet, (6) N 05º18'33" E 387.85 feet, (7) S 85º04'22" E 238.23 feet to said Intermediate Traverse Point "D," (8) S 22º00'59" E 371.84 feet to said Intermediate Traverse Point "E," (9) N 88º25'56" E 549.02 feet, (10) S 43º05'37" E 842.12 feet, (11) N 46º43'00" E 460.76 feet, (12) N 51º28'51" E 147.91 feet, (13) N 75º02'24" E 149.78 feet, (14) S 67º31'59" E 58.36 feet to said Intermediate Traverse Point "F," (15) S 67º12'11" E 100.70 feet, (16) S 01º24'50" W 582.52 feet, (17) S 25º14'53" W 147.73 feet to said Intermediate Traverse Point "G" (18) S 27º09'35" W 43.05 feet, (19) S 39º07'24" W 254.62 feet, (20) S 34º40'32" E 206.17 feet and (21) S 07º01'54" E 362.30 feet; thence from Intermediate Traverse Point "H," N 79º19'57" W 837.91 feet; thence S 83º36'50" W 350.00 feet; thence S 26º51'50" W 70.00 feet; thence N 63º08'10" W 2914.00 feet along the Northerly Right-of-Way line of Grand Trunk Western Railroad to the Place of Beginning.

Including the bottomlands of Tupper Lake and Lake Ponemah lying South of the East-West ¼ line of said Section 21. Being a part of the Section 21, Town 5 North, Range 6 East, Fenton Township, Genesee County, Michigan. Containing 120.25 acres of land, more or less to the water's edge.

(hereinafter referred to as "Areas of Future Development"). The Area of Future Development shall be governed by the final Site Plan for Liberty Shores Site Condominium approved by the Township for the Planned Unit Development and as submitted by the Developer. Specifically, and without limitation, the Phases of the Area of Future Development shall be added and developed sequentially in accordance with this Master Deed.

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer, or its successors or assigns, from time to time, within a period ending no later than six years from the date of recording of this Master Deed, be increased by the addition to this Condominium of any portion of the Area of Future Development and the establishment of single family residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units and residences constructed thereon shall be determined by Developer in its sole discretion, subject only to approval by the Township of Fenton. The percentage of land to be devoted to additional single family residential Units will be in accordance with the final approved Site Plan for Liberty Shores Site Condominium. One hundred (100%) percent of all additional Units will be devoted to residential use.

Section 3. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this 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 the Developer or its successors and assigns and in which the percentages of value set forth in Article VI hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Condominium resulting from such amendment or amendments to this Master Deed and preserving equal percentages of value for each Unit.

Section 4. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being added to the Condominium by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Condominium to any roadways that may be located on, or planned for the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways located in the Condominium; provided however, that the percentage of open space in the Condominium as required by the Township of Fenton is maintained at all times. Any such definitions and/or redefinitions of Common Elements shall be in accordance with the final site plan for Liberty Shores Site Condominium as approved by the Township.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units 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 to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors or assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns 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 re-recording 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. These provisions hereby give notice to all persons acquiring an interest in the Condominium that such amendment of the Master Deed may be made and recorded and no further notice of such amendment shall be required.

Section 6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive states of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE V
COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit "B" attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

(a) Land. The land described in Exhibit B as general common elements including but not limited to those portions of land described as **Park**.

(b) Easements. All beneficial easements, if any, now existing or created after the recording hereof which benefit the Condominium Premises as a whole.

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

(d) Mailbox System. Developer reserves the right to establish such mailbox system as Developer may elect or as may be required to be installed by a public authority or service agency having jurisdiction and, to that end, may establish an individual mailbox system or may consolidate or cluster the same in such manner as Developer may deem appropriate. If mailboxes are clustered, the Developer or Association may designate individual compartments in the clustering structure or structures as Limited Common Elements or may assign or reassign the same from time to time for use by Co-owners on an equitable basis without such designation.

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

(f) Gas. The natural gas main distribution system throughout the project, up to

the point of lateral (ancillary) connection for Unit service.

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

(h) Paths. The sidewalks, bike paths, boardwalks, and walking paths (collectively, "pathways"), if any, installed by the Developer or the Association within the land designated in Exhibit B as General Common Elements.

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

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

(k) Easements. All easements (if any) that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements.

(l) Roads. Edison Boulevard, Ford Avenue, Fulton Court, Webster Drive, Wright Drive, Durant Street, McCormick Drive, Whitney Avenue, Dow Circle and Sullivan Way are private roads identified on Exhibit B to this Master Deed as General Common Elements and are hereby subject to an easement ("the Roadway Easement") for ingress, egress and other normal roadway use by the Co-Owners of all Units, plus their families, guests, invitees, tradesmen and other bound to or returning from any Unit. No Co-Owner shall prohibit, restrict, limit or in any manner interfere with the Roadway Easement.

(m) Wetlands Areas. The Regulated Wetlands Areas are designated as such on the Condominium Plan. Activity within the Regulated Wetland area is restricted by the DEQ.

(n) Recreation and Other Areas. The Park Areas including the Club House, Play areas, Basketball area, Ball field, Soccer field and other such elements of the Project not herein designated as General 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, appearance, utility or safety of the Project.

Developer also reserves the right, in its discretion, to install street signs, traffic control signs, street address signs and other signage and common mailbox stands at any location or locations as Developer deems appropriate within the General Common Element road rights of way.

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

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit to which the Limited Common Elements are appurtenant, as identified on Exhibit B to this Master Deed, except to the extent a Limited Common Element is subject to an easement reserved elsewhere in this Master Deed or identified in any other instrument or record affecting such Limited Common Element

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

(a) Co-Owner Responsibility for Units. It is anticipated that a separate residential dwelling (including attached garage and, perhaps, porches and decks) will be constructed within each Unit depicted on Exhibit B. It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed with the Unit, which improvements and structures (collectively "appurtenances") may include, but are not limited to, a driveway, well, deck, balcony, patio, atrium, courtyard, hot tub, swimming pool, play structure, basketball backboard, lawn, berms, trees, plantings and other landscaping. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installation, maintenance, decoration, repair, renovation, restoration and replacement of any dwelling and of any appurtenances within a Unit shall be borne by the Co-Owner of the Unit which is served thereby; provided, however, that the location and exterior appearance of the dwelling and the appurtenances, to the extent visible from any other Unit or Common Element within the Project, shall be subject at all times to the prior approval of the Developer or the Association, pursuant to Article XI hereof. Each Co-Owner shall also be responsible for arranging for and paying all costs in connection with the extension of utilities from the mains of such other facilities as are located at the boundary of such Co-Owner's Unit to the dwelling or other structures located within the Unit. Except as elsewhere provided in this Master Deed (i) all costs of electricity, telephone, natural gas, storm drainage, cable television, other telecommunication systems and any other utility

services shall be borne by the Co-Owner of the Unit to which the services are furnished and (ii) all utility meters, laterals, leads and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration or replacement.

(b) Association Responsibility for Units. The Association, acting through its Board of Directors, may undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration and replacement functions with respect to Units, dwellings and appurtenances, as it may deem appropriate (including, without limitation, snow removal from driveways). Nothing contained herein, however, shall require the Association to undertake such responsibilities. Any such additional responsibilities undertaken by the Association shall be charged to any affected Co-Owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith. The Association, acting through its Board of Directors, may also (but has no obligation to) undertake any maintenance, repair, renovation, restoration or replacement obligation of the Co-Owner of a Unit with respect to said Unit, the dwelling and appurtenances associated therewith, to the extent that said Co-Owner has not performed such obligation, and the cost thereof shall be assessed against said Co-Owner. The Association in such case shall not be responsible for any damage thereto arising as a result of the Association performing said Co-Owner's unperformed obligations.

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

(d) Roads. Edison Boulevard, Ford Avenue, Fulton Court, Webster Drive, Wright Drive, Durant Street, McCormick Drive, Whitney Avenue, Dow Circle, and Sullivan Way are private roads which are not required to be maintained by Fenton Township or the Genessee County Road Commission. The Association is responsible for maintenance, snow plowing and ice removal, repair, replacement, and/or resurfacing of the private roads. It is the Association's responsibility to inspect and to perform preventative maintenance of said private roads on a regular basis in order to minimize the repair and replacement costs. Any costs incurred by the Association in performing its obligations under this Section 4.3(d) shall be prorated equally

among the Co-Owners of all Units and the Association shall assess such Co-Owners as frequently as need be and in the manner established by the Association's Board of Directors, or as part of the annual assessments described in the Bylaws attached hereto as Exhibit A. Fifteen (15%) percent of each Co-Owner's annual assessment shall be segregated in a separate account for the purpose of road maintenance. If the Township of Fenton finds it necessary to maintain said roads, any costs expended by the Township for maintenance shall be prorated equally among the Co-Owners in Liberty Shores Site Condominium, and billed by the Township to the persons showing upon the last tax records to be the owners of said Units. The Township may add to the cost of maintenance a sum not to exceed twenty-five (25%) percent thereof, to cover the Township's overhead and administrative costs. All such statements shall be due and payable within thirty (30) days of receipt and any statement not paid shall become a lien and encumbrance upon the Unit with respect to which the statement is made.

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

(f) Common Lighting. The Developer and/or the Association may, but is/are not required to, install luminating fixtures within the Condominium Project and to designate the same as common lighting. Some of the common lighting may be installed within the General Common Elements. The cost of electricity for common lighting shall be paid by the Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-Owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(g) Lawn and Landscaping Maintenance within Units. Except as otherwise expressly provided in this Master Deed, the cost of maintaining, repairing or replacing individual lawns and all landscaping within a Unit shall be borne by the Co-Owner of the Unit. In addition, a Co-Owner shall also be responsible for maintaining the lawn and the landscaping contained within a Limited Common Element which is appurtenant to such Co-Owner's Unit. However, a Co-Owner shall not be responsible for replacing any trees which are planted in a Limited Common Element by the Developer or the Association.

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

Section 4. Use of Units and Common Elements. A Co-owner shall not use his/her Unit or Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner in which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his/her Unit or the Common Elements.

ARTICLE VI
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines, together with all appurtenances located within such Unit boundaries.

Section 2. Percentage of Value. The percentage of value for each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each Co-Owner in the proceeds and expenses of the Association's administration and the value of such Co-Owner's vote at meetings of the Association of Co-Owners. The total value of the Project is one hundred (100%) percent.

Section 3. Modification of Units and Common Elements By Developer. The size, location, nature, design or elevation of geographically proximate to any Units described in Exhibit "B", may, with the permission of Fenton Township, be modified, revised or amended from time to time, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit, General or Limited Common Element. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons and entities irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and any other documents that are necessary to effectuate the foregoing.

Section 4. Relocation of Boundaries of Adjoining Units By Co-Owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units with the approval of the mortgagees of the affected Units and Fenton Township. Upon written application of the Co-owners of the adjoining Condominium Units, and upon the approval of the affected mortgagees and the Township, the Board of Directors of the Association shall prepare and execute an amendment to the Master Deed relocating boundaries. Such an amendment to the Master Deed shall identify the Condominium Units are being relocated by the agreement of the Co-owners thereof and such amendments shall contain and constitute the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units 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 to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney-in-fact for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-cording an entire Master Deed to Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and all the Exhibits hereto. The amendment shall be delivered by them and all reasonable costs for the preparation and recording thereof.

ARTICLE VII
EASEMENTS, RESERVATION, RESTRICTIONS AND ENABLEMENTS

Section 1. Easements for Utilities and Maintenance of Encroachments. In the event any portion of a Unit (or dwelling or appurtenances constructed therein) or Common Element (or appurtenances constructed therein) encroaches upon another Unit or Common Element due to shifting, settling or moving of the dwelling or the appurtenances associated therewith, or due to survey errors, construction deviations, replacement, restoration or repair, or due to the requirements of the Genessee County Health Department, reciprocal easements shall exist for such encroachment, and for the installation, maintenance, repair, restoration and replacement of the encroaching property, dwelling, and/or appurtenances associated therewith. In the event of damage or destruction, there shall be easements to, through, under and over those portions of the land, dwellings, and appurtenances associated therewith for the continuing maintenance, repair, renovation, restoration and replacement of all utilities in the Condominium.

Section 2. Easements Retained by Developer.

(a) Pathway Easements. The Developer reserves for itself, its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, a non-exclusive easement for the unrestricted use of all pathways in the Condominium Project for the purpose of ingress and egress to and from all or any portion of the Condominium Premises and/or any adjacent land. Only foot traffic and bicycles will be allowed on those pathways, and no motorcycles, scooters, all terrain vehicles, cars or trucks will be allowed. Except as otherwise provided in this Master Deed, the

Association shall be responsible for the maintenance, repair, replacement, renovation, restoration (including, without limitation of the foregoing, surfacing) of any pathway referred to in this Article, and all such expenses shall be shared equally by all Co-Owners in the Condominium.

(b) Utility Easements. The Developer reserves for itself and its agents, employees, representatives, guests, invitees, licensees, independent contractors, successors and assigns, easements to enter upon the Condominium Premises to utilize, tap, tie into, extend and enlarge and otherwise install, maintain, repair, restore, renovate and replace any and/or all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sanitary sewer, storm drains (including without limitation any sediment, retention and detention ponds), telephone, electrical, and cable television and other telecommunications, subject to the approval of the applicable public or private utility company and any governmental authorities having jurisdiction. Developer reserves the right to direct storm water drainage from the adjacent property to said detention pond. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to the Developer, its successors or assigns under this Section XI, 2(b), the Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. Except as otherwise specified in this Master Deed, the Co-Owners of this Condominium shall be responsible from time to time for the payment of a proportionate share of said expenses (to the extent said expenses are not the responsibility of a governmental agency or public utility).

(c) Additional Easements. The Developer reserves for itself and its successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period, to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the installation, utilization, repair, maintenance, decoration, renovation, restoration and replacement of rights-of-way, pathways, the Storm Water Drainage Facilities (including any sediment, retention or detention ponds), water wells, septic systems, electrical transmission mains and wiring, telephone system, gas distribution system, cable television and other telecommunication systems and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the Storm Water Drainage Facilities, Co-Owners of affected Units, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-Owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 3. Grant of Easements by Association. The Association, acting through its Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes, subject, however, to the approval of the Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be substantially modified, nor may any of the obligations with respect to such easements be substantially varied, without the consent of each person benefited or burdened thereby.

Section 4. Easements for Maintenance, Repair, Restoration, Renovation and Replacement. The Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, decoration, renovation, restoration or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit and/or appurtenances constructed therein to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 5. Telecommunications Agreements. The Association, acting through its Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights-of-entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association, through its Board of Directors, enter into any contract or agreement or grant any easement, license or right-of-entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Emergency Vehicle Access Easement. The Developer reserves for the benefit of the Township of Fenton, the local school district, and any emergency service agency, an easement over Edison Boulevard, Ford Avenue, Fulton Court, Webster Drive,

Wright Drive, Durant Street, McCormick Drive, Whitney Avenue, Dow Circle and Sullivan Way for use by the Township of Fenton, the local school district, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus service, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public, nor shall the foregoing confer upon members of the public any right to use the easement described herein.

Section 7. Association Assumption of Obligations. Upon assignment by the Developer to the Association, the Association, on behalf of the Co-Owners, shall assume and perform all of the Developer's obligations under any easement pertaining to the Condominium Project or Common Elements.

Section 8. Termination of Easements. Developer reserves the right to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated in connection with development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE VIII
AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended upon the approval of Fenton Township and with the consent of two-thirds (2/3rds of the Co-Owners except as hereinafter set forth:

Section 1. Co-Owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-Owner, mortgagee of such Unit and Fenton Township.

Section 2. By Developer. In addition to the rights of amendment provided to the Developer in various Articles of this Master Deed, the Developer may, within two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-Owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for

existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 3. Change in Value of Vote, Maintenance Fee and Percentages of Value. The value of the vote of any Co-Owner and the corresponding proportion of common expenses assessed against such Co-Owner shall not be modified without the written consent of such Co-Owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article V, Section 5.4(c) of the Bylaws and except as provided in Article V, Article VI, Article VII, Article VIII, and Article X of this Master Deed.

Section 4. Mortgagee Approval. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event two-thirds (2/3rds) of the mortgagees shall approve such Amendment. Each mortgagee shall have one(1) vote for each mortgage held.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty-five (85%) percent of all Co-Owners.

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of the Developer.

Section 7. Health Department Restrictions. The provisions of the Master Deed contained in Section 11.16 may not be changed, altered or amended without the written approval of the Genessee County Health Department.

ARTICLE IX
DEVELOPER'S RIGHT TO USE FACILITIES

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

ARTICLE X
ASSIGNMENT

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

ARTICLE XI
MODIFICATION OF UNITS AND COMMON ELEMENTS

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

Section 1. Modification of Units and Common Elements. The Developer may, in its sole discretion, and without being required to obtain the consent of any person whatsoever (with the exception of Fenton Township) modify the size, location, or configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments hereof. Any such modifications by the Developer shall be effective upon the recordation of an amendment to the Master Deed. In addition, the Developer may, in connection with any such amendment, re-adjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit modifications or other Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 10.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 2. Relocation of Boundaries of Units and Common Elements. The Developer reserves the right during the Construction and Sales Period, and without the consent of any other Co-Owner or any mortgagee of any Unit, to relocate any boundaries between Units where the Units are located adjacent to each other. Such relocation of boundaries of Unit(s) shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments

shall be prepared by and at the sole discretion of Developer, its successors or assigns. In the event an amendment is recorded in order to accomplish such relocation of boundaries of Units, the amendment shall identify the relocated Unit(s) by Unit number(s) and, when appropriate, the percentage of value as set forth herein for the Unit(s) that have been relocated shall be proportionately allocated to the adjusted Unit(s) in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment to this Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of Developer. However, the readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consent to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 2, Article X and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of Units which the Developer determines are necessary in connection with any amendment. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

Section 3. Limited Common Elements. Limited Common Elements, if any, shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to relocate boundaries described in this Article X or for other purposes.

Section 4. Additional Landscaping. Co-Owners of Units which have appurtenant Limited Common Elements shall be responsible for the maintenance of any and all landscaping installed by the Developer in the Limited Common Elements. In addition, Co-Owners of Units which have appurtenant Limited Common Elements may, with the prior approval of the Developer during the Construction and Sales Period, and the Association following the Transitional Control Date, install additional landscaping within the Limited Common Elements. In such event, the Co-Owner shall be responsible for all maintenance of the additional landscaping installed by such Co-Owner within the Limited Common Elements and, all landscaping installed by a Co-Owner within the Limited Common Elements shall be reasonably compatible with the landscaping existing within the General Common Elements within the Condominium Project. Neither Developer nor the Association shall be responsible for replacing any landscaping installed by a Co-Owner within the Limited Common Elements.

ARTICLE XII
RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed in accordance with any applicable state or local laws, ordinances and regulations, subject to the following limitations and restrictions:

Section 1. Residential Use. Each Unit in the Condominium shall be occupied by a single family, only, and shall not be used for other than single-family purposes and the Common Elements shall only be used for purposes consistent with those set forth in these Bylaws. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in a dwelling constructed upon a Unit.

Section 2. Leasing and Rental

(a) Right to Lease. A Co-Owner may lease or sell his or her Unit for the same purposes set forth in Article 6 Section 1 above; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-Owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy, except under a lease, the initial term of which is at least 6 months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

(b) Leasing Procedures. The leasing of Sites in the Project shall conform to the following provisions:

(1) A Co-Owner, including the Developer, desiring to rent or lease a Site, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Sites before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-Owner in writing.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(c) Violation of Condominium Documents by Tenants or Non Co-Owner Occupants. If the Association determines that the tenant or non Co-Owner occupant has failed to comply with the conditions of the Condominium Documents, the Association

shall take the following action:

(1) The Association shall notify the Co-Owner by certified mail advertising of the alleged violation by the tenant or non Co-Owner occupant.

(2) The Co-Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non Co-Owner occupant or advise the Association that a violation has not occurred.

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf or derivatively by the Co-Owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Co-Owner occupant and simultaneously for money damages in the same action against the Co-Owner and tenant or non Co-Owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceeding. The Association may hold the tenant or non Co-Owner occupancy and the Co-Owner liable for any damages caused by the Co-Owner or tenant or non Co-Owner occupant in connection with the Condominium Unit or the Association in connection with legal proceedings hereunder.

(4) When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-Owner's Site under a lease or rental agreement and the tenant, after receiving the notice, shall deduct, from rental payments due the Co-Owner, the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Alterations and Modifications. A Co-Owner shall not make any alterations to the exterior appearance or make structural modifications to the dwelling or appurtenances or other improvements constructed within the perimeter of his Unit or make changes in any of the General or Limited Common Elements, without the express written approval of the Board of Directors. If a Co-Owner cause any damage to any General or Limited Common Elements or to any other Unit as a result of making any alterations (regardless of whether or not such alteration was authorized) the Co-Owner shall be responsible for the cost of repairing any damage caused by the Co-Owner, his agents or contractors. If necessary for providing access to any General or Limited Common Elements or other facilities regarding which the Association has the right or obligation to provide maintenance, the Association may remove any coverings, additions or attachments of any nature that restrict such access and the Association will have no

responsibility or liability for repairing, replacing or restoring any such materials, nor shall the Association be liable for monetary damages.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the General Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium Project. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-Owner shall conduct or permit any activity or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium, without the written approval of the Association, and, if approved, the Co-Owner shall pay to the Association the increased insurance premiums resulting from any such activity. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or other Common Elements, except dogs, cats or other common household pets. No animal may be kept or bred for any commercial purpose and every permitted pet shall be cared for and restrained so as not to be obnoxious or offensive to other Co-Owners. No animal may be permitted to run loose at any time upon the General Common Elements and an animal shall at all times be accompanied by some responsible person while on the General Common Elements. No dangerous animal shall be kept and any Co-Owner who causes any animal to be brought or kept upon the Condominium Premise shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. Any pets shall be restrained and cared for so as not to be obnoxious or offensive on account of noise, odor, unsanitary or unsafe conditions. No runs, pens or shelters for pets shall be permitted within a Unit unless such runs, pens or shelters are located adjacent to an exterior wall of a dwelling or garage on the opposite side of the Unit from the street. The Association may charge all Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of the Bylaws in the event that the Association determines such assessment is necessary to defray the Association's costs of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it deems proper. In the event of any violation of this Section 5, Article XI, the Board of Directors of the Association may assess fines for such violation in accordance with the Bylaws and in accordance with its duly adopted rules and regulations.

Section 6. Aesthetics. The General Common Elements shall not be used for the

storage of supplies, materials, firewood, personal property or trash or refuse of any kind, except in accordance with the duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any porch, courtyard or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use, and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall at all times be maintained within garages and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor any condition maintained by a Co-Owner, either in his Unit or upon the Common Elements, which is detrimental to the overall appearance of the Condominium. The Owner of any vacant Units shall keep the unimproved lot clean of debris and rubbish and shall keep the Unit regularly mowed.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snow plows, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the Condominium Premises, unless parked in a garage with the door closed. A motor home or camping vehicle of a size exceeding garage capacity or other recreational vehicles such as boats and snowmobiles, however, may be parked temporarily in its Owner's driveway (or in an unobtrusive area on the Condominium Premises which may be approved by the Association) for a period not to exceed seven (7) days for the purpose of loading and unloading such vehicle prior to and following its use. An Owner shall not park such restricted vehicle within the Condominium for an accumulative time of more than thirty (30) days per calendar year. No inoperable vehicles of any type may be brought or temporarily or permanently stored upon the Condominium Premises. Commercial vehicles and trucks shall not be parked in or about the Condominium (unless the Association, in its discretion, selects an area within the Condominium Premises specifically designed for such vehicles and trucks) except for purposes of making deliveries or pickups in the normal course of business. Co-Owners shall, if required by the Association, register with the Association all cars maintained on the Condominium Premises.

Section 8. Advertising. Subject to Section 18(b) below, no signs or other advertising devices of any kind shall be displayed which are visible from the exterior of the dwelling constructed on a Unit, except one (1) sign not more than five (5) square feet in area, for the purpose of advertising a Unit for sale or lease, without obtaining prior written permission from the Association, or from the Developer during the Construction and Sales Period. This Section 8 shall not apply to the signs erected by the Developer during the Construction and Sales Period.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and

desires of the majority of the Co-Owners in the Condominium. Reasonable regulations consistent with the Act, this Master Deed and the Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than fifty (50%) percent of the Co-Owners in number and value, except that the Co-Owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association. Any rules and regulations adopted by the Association shall not limit Developer's construction, sales or rental activities.

Section 10. Right of Access of Association. The Association and its duly authorized agents shall have access to each Unit, and the dwelling and other appurtenances and improvements constructed on such Unit, from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the performance of the maintenance of the Common Elements. In addition, the Association and its agent shall at all times without notice have access to each Unit and its dwelling and appurtenances, and other improvements constructed thereon, as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Each Co-Owner shall be obligated to provide the Association with a means of access to his Unit, the dwelling and appurtenances and other improvements constructed on such Unit during the Co-Owner's absence, and in the event such Co-Owner fails to provide a means of access thereto the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage thereto or for the repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. All Units are required to complete landscaping within twelve (12) months from issuance of Certificate of Occupancy. A One Thousand Five Hundred Dollar ($1,500.00) deposit shall be escrowed with the Developer or the Association to secure completion. No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or plant any ornamental materials upon the General Common Elements without the prior written approval of the Developer or the Association. No Co-Owner shall change the grade of any portion of a Unit without the prior written approval of the Developer, and, if required, the Fenton Township Building Department. All Unit Owners are encouraged to reduce the use of fertilizers, herbicides and pesticides in maintaining their landscape. The use of high nitrogen and high phosphate fertilizers is prohibited within twenty-five (25') feet of any regulated wetland.

Section 12. Setbacks. All Units shall comply with the Fenton Township Building Ordinances in respect to all setbacks: front, side and rear.

Section 13. Common Element Maintenance. Pathways, landscaped areas, roads and parking areas shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles or other

obstructions may be left unattended on or about the Common Elements.

Section 14. Co-Owner Maintenance. Except as elsewhere provided in this Master Deed, each Co-Owner shall maintain his Unit, the dwelling, appurtenances, and other improvements constructed thereon in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, gas, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-Owner shall provide maintenance for the septic system and well serving its Unit as may be required by the Genessee County Health Department. Each Co-Owner shall be responsible for the repair, restoration or replacement, as applicable, of any damage to any Common Elements or damage to any other Co-Owner's Unit, or improvements thereon, resulting from the negligent acts or omissions of a Co-Owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for such costs, the Association may assess the Co-Owner for the excess amount necessary to pay therefore. No Co-Owner shall fill, dredge or alter a regulated wetland without the required permits from Fenton Township and the Michigan Department of Environmental Quality.

Section 15. Building Restrictions. Without limiting Developer's discretion to reject plans and specifications submitted by a Co-Owner as provided in Section 18, Article XI below, all dwellings built within a Unit shall comply with the following restrictions:

(a) Size. All dwellings on the water shall contain a minimum of two thousand four hundred (2,400) square feet of finished floor area. All dwellings off the water shall contain a minimum of two thousand (2,000) square feet of finished floor area. For the purposes of this paragraph, "finished floor area" shall mean the floor area finished for the purposes of living, dining, sleeping, cooking, studying or sitting, and shall include the total areas of all bathrooms, entrance ways, hallways and stairwells connecting any of the finished areas. Basements, attached garages, attics, terraces, unheated porches, breezeways and any portion of the residence which is more than two-thirds (2/3) below ground level shall not be included in computing the finished floor area.

(b) Garages. All dwellings constructed within a Unit must have at least one (1) private attached garage with side or rear entry for not less than two (2) automobiles. Front facing garages may be allowed at Developer's sole discretion if adequately hidden from front view via porte-cochere or similar means.

(c) Driveways. All driveways appurtenant to a Unit shall be constructed with hard surfacing of asphalt, concrete or pavers and installed prior to occupancy of the dwelling within the Unit, weather permitting; or a cash deposit equal to one hundred twenty-five (125%) percent of the cost of hard surfacing shall be given to

the Developer or Association which guarantees hard surfacing of the driveway within six (6) months of occupancy if weather causes delay.

(d) Front Elevation/Materials. The front elevation shall be eighty (80%) percent comprised of brick, stone or other natural material with a minimum three (3') foot belt of brick, stone or like natural material around the remaining three (3) sides. Exceptions may be granted upon the approval of the Developer within its discretion styles of homes such as Victorian, New England or Log. Certain lots such as corner lots and others that face open spaces or other amenities will be considered to have more than one front and all fronts will be subject to these standards.

(e) Designs/Materials. No modular, manufactured or any other type of residential housing constructed and assembled offsite will be permitted. All dwellings must be constructed onsite.

(f) Exposed Foundation. All stone or brick ledges shall begin below grade.

(e) Outbuildings. The design of any outbuilding must coincide with that of the residence and must be approved by the Architectural Review Board. No more than one (1) outbuilding per site shall be permitted. Loft designs may be permitted that increase functional space. Outbuildings must be located to the back of the Unit.

(f) Swimming Pools. Inground swimming pools, Jacuzzi and hot tubs may be installed but must be approved by the Architectural Review Board. Children's temporary pools are allowed up to two (2') feet in depth.

(g) Sidewalks. Sidewalks shall be installed for each unit by the Builder at Builder's expense prior to Certificate of Occupancy. Developer will install sidewalks in common areas at Developer's expense.

(h) Trees. Builder will install trees at approximate fifty (50') foot predetermined intervals between road and sidewalk. The trees will be paid for by the Developer but installation will be at Builder's expense. Developer will install trees along roads in Common Areas at Developer's expense.

(i) Fences. Fences must be within the building envelope and behind the residence. Security fencing around pools and hot tubs is allowed subject to Township Ordinance. Fencing shall be approved by the Architectural Review Board regarding design and materials. No chain link fencing allowed.

(j) Construction Site Standards. Construction sites need to be generally cleared free of garbage and debris at least once per week. Silt fences must be used to prevent runoff onto other property or common areas. The first twenty (20') feet of pre-surface driveways must be comprised of crushed concrete or other stone

which prevents sediment runoff into the road.

Section 16. Health and Environmental Restrictions. The Liberty Shores Condominiums shall be subject to all applicable Genessee County Health Department restrictions and all State and Federal environmental laws and restrictions.

Except as otherwise provided by the Natural Resources and Environmental Protection Act or by permit issued by the Department of Environmental Quality a person shall not do any of the following:

(a) Deposit or permit the placing of fill material in a wetland.

(b) Dredge, remove or permit the removal of soil or minerals from a wetland.

(c) Construct, operate or maintain any use or development in a wetland.

(d) Drain surface water from a wetland.

Section 17. Open Space Restrictions. The areas indicated as Park in Exhibit B will be bound by these open space restrictions. Such Parks shall not be changed for any other use. In the areas designated Park the following acts are prohibited:

(a) Dumping or storing of any material or refuse.

(b) Any activity that may cause the risk of soil erosion.

(c) Use of motorized off-road vehicles.

(d) Cutting, filling or removal of vegetation from wetland areas.

(e) Use of pesticides, herbicides or fertilizers within or adjacent to wetlands.

The designated Park area shall be maintained as provided for within this Master Deed. In the event that this Park area is inadequately maintained or is determined by the Township to be a public nuisance, such maintenance may be undertaken by the Charter Township of Fenton with assessment of costs upon all property owners.

Section 18. Reserved Rights of Developer.

(a) Prior Approval by Developer. The purpose of this Section 18(a) is to promote an attractive, harmonious residential development having continuing appeal. Therefore, during the Construction and Sales Period, no buildings, wall, retaining walls, drives, pathways or other structures or improvements of any kind shall be commenced, erected, maintained nor shall any addition, change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural

elements of the dwelling or appurtenances or other improvements constructed within any Unit, nor shall any hedges, trees or substantial plantings be installed or landscaping modifications be made, thereon until plans and specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure, appurtenances or other improvements and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in reviewing such plans and specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be located, and the degree of harmony with the Condominium as a whole. The Developer shall be entitled to charge each applicant a review fee in an amount not to exceed two hundred fifty ($250.00) dollars, to reimburse the Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials. Neither Developer nor the Association shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans, specifications or other materials. At the expiration of the Construction and Sales Period, the rights exercisable by the Developer under this Section 18(a), shall be exercised by the Association.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article XI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in this Master Deed or the Bylaws, the Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, construction and/or sales trailers, storage areas and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. The Developer shall restore the areas utilitized by the Developer to habitable status upon its termination of use.

(c) Enforcement of Restrictions. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all persons interested n the Condominium. If at any time the Association fails or refuses to carry out its obligation to provide maintenance with respect to the Condominium Project in a manner consistent with such high standards, then the Developer, or any entity to which it may assign this right, may elect to provide such maintenance as required by this Master Deed or the Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce this Master Deed and the Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. The Developer's enforcement rights under this Section 18 may include, without limitation, an action to restrain the Association or any

Co-Owner from performing any activity prohibited by this Master Deed and/or the Bylaws.

Section 19. Genesee County Health Department Notice.

Water quality sampling of test wells for Liberty Shores Site Condominium has confirmed that arsenic concentrations from individual wells may exist above the established USEPA drinking water standard of 10 parts per billion (ppb). Test well sample results have confirmed results of 20 ppb. Some people who drink water containing arsenic in excess of the established standard over many years could experience skin damage or problems with their circulatory system, and may have increased risk of getting cancer. All wells drilled in this development are required to be sampled for arsenic so that individual owners can be advised of the arsenic concentration from their particular well and approaches for reducing exposure. Where concentrations are found to exceed 10 ppb, well modification, water well replacement and point of use treatment devices may be the most effective approaches to reduce exposure to arsenic in drinking water.

The water sample analyses found hardness readings of 328 mg/l as calcium carbonate and iron concentrations of 1.22 mg/l. The secondary maximum contaminant level is 250 mg/l for hardness and 0.3 mg/l for iron. If hardness is found to exceed 250 mg/l, a water softner may be the most effective mans to reduce hardness in well water. The need for an iron filter may also be desired to reduce iron levels below 0.3 mg/l.

ARTICLE XIII
ARCHITECTURAL CONTROL COMMITTEE AND ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee and Architectural Control.

(a) Until the First Annual Meeting the Developer shall constitute and be the sole member of the first Architectural Control Committee of the Association. The Developer shall have the right, at its sole option, to resign and withdraw from the Architectural Control Committee at any time after the First Annual Meeting after the appointment by the Board of Directors of a new Architectural Control Committee provided, however, that as long as the Developer owns Units within the Condominium, Developer shall continue as a member upon the Architectural Control Committee subject to the Developer's unilateral right to withdraw. The purpose of this committee is to assure that the Condominium is developed and maintained in a beautiful and professional manner consistent with high quality and uniform standards. The members of the Committee shall not receive any compensation. Once the Developer has sold all Units in the Condominium, the Developer shall forthwith resign as member. Once the First Annual Meeting has been conducted and a Board of Directors appointed pursuant to that meeting, the Developer shall forthwith resign as sole member of the Committee to be succeeded by the person selected by the Board of Directors of the Association inclusive

of the Developer as stated herein. Until the first Annual Meeting the Developer may, in its sole discretion, assign all rights, authority and privileges of membership on the Architectural Control Committee to the Association. The Architectural Control Committee shall have all the remedies and enforcement rights contained in the Master Deed and Bylaws.

(b) Before constructing any Residence with attached garage or making any exterior improvement, change or elevation change upon any unit, a Co-owner shall receive the written approval of the Architectural Control Committee. No application for a building permit or application for any other governmental approval or construction shall be filed until written approval of the Committee is received. The Committee shall approve in advance the licensed residential builder engaged by the Co-owner to construct a residence and other improvements on his Unit. The Committee may require that such builder or Co-owner furnish to the Association adequate security, in the Committee's sole discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the residence and its improvements. In addition, any licensed residential builder engaged by a Co-owner to construct a residence shall be required to agree, during and until completion of the residence, to sweep roads, clean catch basins and sewers, place and remove temporary erosion controls and remove debris and replace or repair any damage resulting from construction by the builder, its agents, subcontractors, or employees.

(c) A Co-owner, intending to construct any residence, improvement, garage, structure, pool or outbuilding, or intending to change the exterior or elevation of any Unit shall submit to the Committee plans and specifications, including site, grading utility, garage, landscape and irrigation plans, prepared and sealed by an architect registered in the State of Michigan, showing the size, nature, kind, type and color of brick, shape, elevations, façade, height and materials, color scheme (including, but not limited to stain and paint colors), siding location, and the approximate cost of such improvement. A copy of the plans and specifications, as finally approved, shall be kept permanently with the Committee. Items requiring the written approval of the Committee include, but are not limited to, the following: residences, fences, walls, landscaping, drives, walks, dog runs, substantial planting, aerials, antennas, trees, cable dishes, playground equipment and decks.

(d) The Architectural Control Committee shall have the absolute right to waive any specifications in these Bylaws and the right to refuse to approve any plans and specifications which are not suitable or desirable in its sole and absolute discretion for aesthetic or any other reasons. In no event shall the Committee have any personal liability for its actions. In considering any plans or specifications, the Committee may take into consideration any of the following: (1) the suitability and aesthetic quality of the proposed building or other structure to be built, (2) the site upon which it is proposed to erect the same, (3) the compatibility of the planned structure with the adjacent or neighboring residences, (4) whether the proposed improvement will impair the structural integrity of a residence or common elements, (5) whether the proposed improvement

would create a nuisance or annoyance to surrounding Co-owners, and (6) the impact on the overall standards and appearance of the Condominium.

(e) The Architectural Control Committee shall have thirty (30) days after the receipt of all required plans and specifications to issue a written approval or denial. If the Committee fails to issue a written approval or denial of the plans and specifications with the thirty (30) day period, then written approval will not be required and this Section shall be deemed to be fully complied with.

ARTICLE XIV
FENTON TOWNSHIP APPROVAL

In the event of any conflict between any provision of this Master Deed text and/or Bylaws and any provision of Michigan law or Fenton Township ordinance, the provision of law or ordinance shall take precedence and control. Neither the review, approval and/or acceptance of this Master Deed text and/or Bylaws by Fenton Township nor anything contained within this Master Deed text and/or Bylaws shall be interpreted or construed in any way as constituting a variance from or approval by Fenton Township of any violation of any provision of Michigan law or Fenton Township ordinance. Any amendment of this Master Deed text and/or Bylaws relating to any matter which is subject to the provisions of any Fenton Township ordinance shall require the approval of Fenton Township. In the event that there is any modification of the size or location of any Unit or any limited common element or any other modification of the Project or any portion of it which is not strictly in accordance with the Subdivision Plan approved by Fenton Township, the same shall require review and approval of an amended Subdivision Plan pursuant to the applicable provisions of Fenton Township's zoning, or other, ordinances in effect at that time.

IN WITNESS WHEREOF, the undersigned Developer has executed this Master Deed on the date indicated.

WITNESSES:

_____

_____

DEVELOPER:
October Capital Group, L.L.C

By:_____
Bret Keefe, Member

By:_____
Stephen Munkres, Member

STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me _____, 2005, by Bret Keefe and Stephen Munkres, Members of October Capital Group L.L.C., a Michigan Limited Liability Company, on behalf of the company.

_____
Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My commission expires:

This document prepared by:
Alan J. Czekaj (P23838)
8163 Grand River, Suite 100
Brighton, MI 48114

When Recorded Return to:
October Capital Group, LLC
Attention: Bret Keefe
6525 Willow Road
West Bloomfield, MI 48324