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GENESEE COUNTY
REGISTER OF DEEDS

MASTER DEED CREATING WINDFIELD ESTATES CONDOMINIUM

IN THE TOWNSHIP OF MUNDY, GENESEE COUNTY, MICHIGAN

EXHIBIT A
CONDOMINIUM BYLAWS

EXHIBIT B
CONDOMINIUM SUBDIVISION PLAN

EXHIBIT C
AFFIDAVIT OF MAILED NOTICES

AS REQUIRED BY THE MICHIGAN CONDOMINIUM ACT

MCL 559.101 et seq., MSA 26.50(101) et seq.

GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN #245

Prepared By:
Scott D. MacDonald
Dixon & MacDonald, P.C.
30665 Northwestern Hwy., Suite 200
Farmington Hills, Michigan 48334

143.00

When recorded, return original to Preparer

6-19-00 SD

I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.

Donald T. Kelly

15-13-100-012

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MASTER DEED FOR WINDFIELD ESTATES CONDOMINIUM

THIS MASTER DEED is made and signed on this 13th day of June, 2000 by **The Windfield Group I, LLC** ("Developer"), a Michigan limited liability company conducting business at 817 Milford Road, Holly, Michigan 48442, which is represented in this document by its President, Rick Oldaugh, who is fully empowered and qualified to act on behalf of such limited liability company.

RECITALS

A. Developer intends to create a residential site condominium project under the provisions of the Michigan Condominium Act ("Act") to be known as **Windfield Estates Condominium** ("Project"), pursuant to the engineering and subdivision plans approved by Mundy Township ("Township"), consisting of up to One Hundred Forty Five (145) "Units" (as hereinafter defined) to be developed in multiple Phases (as hereinafter defined) on the real property legally described in **Article II, Section 1** of this Master Deed and located in Mundy Township, Genesee County, Michigan ("Property"). The Phases of this Project may, but need not be, developed concurrently.

B. The term "Condominium Documents," as used herein, shall include this Master Deed, the Condominium Bylaws (as hereinafter defined) and the Condominium Subdivision Plan (as hereinafter defined). The Condominium Bylaws and Subdivision Plan are attached hereto as **Exhibits A and B**, respectively, and are incorporated herein by reference and made a part of this Master Deed.

C. The execution of this Master Deed is joined by "Current Co-owners" owning the Phase I Condominium Units legally described as follows:

1. **Shannon S. and Jill A. Starr, husband and wife.**

Unit 1: Part of the N.W. 1/4 of Section 13, T.6 N., R.6 E., Mundy Township, Genesee County, Michigan, being more particularly described as: Commencing at the North 1/4 Corner of said Section 13; thence N. 88°39'07"W. 331.00 ft. along the North line of Section 13 and S.0°13'00"E. 50.02 ft. to the point of beginning of the land to be described; thence S.0°13'00"E. 120.00 ft.; thence N. 88°39'07"W. 200.83ft.; thence N.0°13'00"W. 120 ft.; thence S.88°39'07"E. 200.83 ft. to the point of beginning. Containing 0.553 Acres and subject to Easements and Right-of-Ways of record, also with a 66 ft. Private Road Easement and subject to and with a Public Utility Easement over the Westerly ten feet of said parcel. Also subject to and with a Sanitary Sewer Easement over the Westerly 30 ft. of the above described Unit 1. Also subject to and with a Drainage Easement over the Easterly 15 ft. of said parcel.

2. **Karie L. Golden, a single woman, and Martel M. Golden, a single man.**

Unit 5: Part of the N.W. 1/4 of Section 13, T.6 N., R.6 E., Mundy Township, Genesee County, Michigan, being more particularly described as: Commencing at

the North 1/4 Corner of said Section 13; thence N.88°39'07"W. 331.00 ft. along the North line of said Section 13 and S.0°13'00"E. 470.02 ft. to the point of beginning of the land to be described; thence S.0°13'00"E. 100.00 ft.; thence N.88°39'07"W. 200.83 ft.; thence N.0°13'00"W. 100.00 ft.; thence S.88°39'07"E. 200.83 ft. to the point of beginning. Containing 0.461 Acres and subject to Easements and Right-of-Ways of record, also with a 66 ft. Private Road Easement and subject to and with a Public Utility Easement over the Westerly 10 feet of said parcel. Also subject to and with a Drainage Easement over the Easterly 15 ft. of said parcel.

3. **Deborah A. Lee, a single woman, and Peter D. Casey, a single man.**

Unit 6: Part of the N.W. 1/4 of Section 13, T.6 N., R.6 E., Mundy Township, Genesee County, Michigan, being more particularly described as: Commencing at the North 1/4 Corner of said Section 13; thence N.88°39'07"W. 331.00 ft. along the North line of Section 13 and S.0°13'00"E. 570.02 ft. to the point of beginning of the land to be described; thence S0°13'00"E. 100.00 ft.; thence N.88°39'07W. 200.83 ft.; thence N.0°13'00"W. 100.00 ft.; thence S.88°39'07"E. 200.83 ft. to the point of beginning. Containing 0.461 Acres and subject to Easements and Right-of-Ways of record, also with a 66 ft. Private Road Easement and subject to and with a Public Utility Easement over the Westerly 10 feet of said parcel. Also subject to and with a Drainage Easement over the Easterly 15 ft. of said parcel.

4. **Marc R. Milligan, a single man.**

Unit 7: Part of the N.W. 1/4 of Section 13, T.6 N., R.6 E., Mundy Township, Genesee County, Michigan, being more particularly described as: Commencing at the North 1/4 Corner of said Section 13; thence N.88°39'07"W. 794.00 ft. along the North line of Section 13 and S.0°13'00"E. 50.02 ft. to the point of beginning of the land to be described; thence S.88°39'07"E. 196.15 ft.; thence S.0°13'00"E. 120.00 ft.; thence N.88°39'07"W. 196.15 ft.; thence N.0°13'00"W. 120.00 ft. to the point of beginning. Containing 0.540 Acres and subject to Easements and Right-of-Ways of record, also with a 66 ft. Private Road Easement and subject to and with a Public Utility Easement over the Easterly 10 feet of said parcel. Also subject to and with a Retention, Detention Easement over the Westerly 90 ft. of said parcel and subject to a drainage Easement over the Southerly 10 ft. of the Easterly 106.17 ft. of said parcel.

5. **Gary Wolverton and Marilyn J. Wolverton, husband and wife.**

Unit 10: Part of the N.W. 1/4 of Section 13, T.6 N., R.6 E., Mundy Township, Genesee County, Michigan, being more particularly described as: Commencing at the North 1/4 Corner of said Section 13; thence N.88°39'07"W. 794.00 ft. along the North line of Section 13 and S.0°13'00"E. 250.00 ft. to the point of beginning of the land to be described; thence S.60°53'52"E. 64.40 ft.; thence S.0°13'00"E. 145.00 ft.; thence N.88°39'07"W. 6.05 ft.; thence 83.57 ft. along a curve to the left having a 60.00 ft. radius, a central angle of 79°48'08", and a chord bearing of N.73°06'45"W. 82.79 ft.; thence N.41°23'53"W. 208.01 ft.; thence S.88°39'07"E. 160.00 ft. to the point of beginning. Containing 0.512 Acres and subject to Easements and Right-of-Ways of record, also with a 66 ft. Private Road Easement and subject to and with a Public Utility Easement over the Southerly 10 feet of said parcel. Also subject to and with a Retention, Detention Easement over the Northerly 40 ft. of the Easterly 56.15 ft. of said

parcel. Also subject to a 15 ft. wide Drainage Easement over the Northerly 15 ft., and subject to a 12 ft. wide Drainage Easement over the Easterly 12 ft. of said parcel.

Unit 11: Part of the N.W. 1/4 of Section 13, T.6 N., R.6 E., Mundy Township, Genesee County, Michigan, being more particularly described as: Commencing at the North 1/4 Corner of said Section 13; thence N.88°39'07"W. 794.00 ft. along the North line of Section 13 and S.0°13'00"E. 250.00 ft., and N.88°39'07"W. 160.00 ft to the point of beginning of the land to be described; thence S.41°23'53"E. 208.01 ft.; thence 70.00 ft. along a curve to the left having a 60.00 ft. radius, a central angle of 66°50'42", and a chord bearing of S.34°46'14"W. 66.10 ft.; thence N.88°39'07"W. 139.10 ft.; thence N.0°13'00"W. 208.00 ft.; thence S.88°39'07"E. 40.00 ft. to the point of beginning. Containing 0.571 Acres and subject to Easements and Right-of-Ways of record, also with a 66 ft. Private Road Easement and subject to and with a Public Utility Easement over the South-Easterly 10 feet of said parcel. Also subject to a 15 ft. wide Drainage Easement over the Northerly 15 ft. and over the Westerly 15 ft. of said parcel.

Unit 13: Part of the N.W. 1/4 of Section 13, T.6 N., R.6 E., Mundy Township, Genesee County, Michigan, being more particularly described as: Commencing at the North 1/4 Corner of said Section 13; thence N.88°39'07"W. 794.00 ft. along the North line of Section 13, and S.0°13'00"E. 250.00 ft., and N.88°39'07"W. 200.00 ft.., and S.0°13'00"E. 410 ft., and S.88°39'07"E. 35.00 ft. to the point of beginning of the land to be described; thence N.43°57'23"E. 199.40 ft.; thence 83.57 ft. along a curve to the left having a 60.00 ft. radius, a central angle of 79°48'08", and a chord bearing of N.74°36'07"E. 76.98 ft.; thence S.88°39'07"E. 27.85 ft.; thence S.0°13'00"E. 169.00 ft.; thence N.88°39'07"W. 241.15 ft. to the point of beginning. Containing 0.595 Acres and subject to Easements and Right-of-Ways of record, also with a 66 ft. Private Road Easement and subject to and with a Public Utility Easement over the Northerly 10 feet of said parcel. Also subject to a 15 ft. wide Drainage Easement over the Southerly 15 ft. of said parcel. And subject to a 10 ft. wide Drainage Easement over the Easterly 10 ft. of said parcel.

D. By their signatures below, the Current Co-owners certify under oath that, prior to executing this Master Deed, the Developer and/or its legal representatives, agents or assigns fully explained the provisions of MCLA 559.184 and MCLA 559.184a, being Sections 84 and 84a of the Act, including each Current Co-owner's right to withdraw from a signed purchase agreement without cause and without penalty prior to conveyance of title and within nine (9) business days after receipt of the following documents, which are otherwise required by Section 84a of the Act, being MCLA 559.184a:

- Recorded Master Deed
- Purchase Agreement
- Escrow Agreement
- Condominium Buyer's Handbook
- Disclosure Statement

E. The undersigned Current Co-owners hereby acknowledge their full and voluntary waiver of the right of withdrawal described in **Recital D**, above.

F. The execution of this Master Deed is joined by "Current Mortgagees" having Recorded security interests in the Phase I Condominium Units legally described in **Recital C**, above, as follows:

1. **Unit 1:** ABN-Amro Mortgage Group, 2600 West Big Beaver Road, Troy, Michigan 48084, holding a mortgage dated October 21, 1999, and recorded on November 9, 1999, at Liber 4319, Page 799 of Genesee County Records.

2. **Unit 5:** Citizens Bank, 5020 Corunna, Flint, Michigan 48532, holding a mortgage dated September 13, 1999, and recorded on September 17, 1999, at Liber 4271, Page 329 of Genesee County Records.

G. The Current Co-owners hereby submit their Units for inclusion in the Condominium Project created by this Master Deed. The Current Co-owners and Current Mortgagees hereby agree that their respective rights, title and/or interests in the aforesaid Condominium Units shall be hereafter subordinate and subject to the equitable servitudes and covenants appurtenant to and running with the land as more fully described in (a) the Master Declaration of Restrictive Covenants and Appurtenant Cross-Easements dated May 21, 1999 and Recorded on May 25, 1999 at Liber 4165, Page 560 of the Genesee County Register of Deeds, receipt of which is hereby acknowledged, and all amendments thereto, in (b) the Reservation of Appurtenant Easement for Public Roadways dated October 28, 1999 and recorded on Nov. 3, 1999 at Liber 4314, Page 322 of the Genesee County Register of Deeds, and all amendments thereto, and in (c) this Master Deed, its attachments, and all amendments thereto.

H. This Master Deed shall create equitable servitudes and covenants appurtenant to and running with the Property. Developer may execute, acknowledge and Record (as hereinafter defined) an Amendment (as hereinafter defined) solely affecting a portion of the Property to be developed as a discrete Phase (as hereinafter defined), so long as such Developer owns all of the Units (as hereinafter defined) which are subject to such Amendment. Such Amendment may impose further conditions, covenants and restrictions for the operation, protection and Maintenance (as hereinafter defined) of a Phase, taking into account the unique aspects of such Phase.

I. Developer hereby declares that all of the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and Improved (as hereinafter defined) subject to the easements, restrictions, covenants, conditions and equitable servitudes contained in this Master Deed, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement, sale, lease, care, use and management of the Property and any portion thereof. The covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges set forth herein shall run with the Property and shall be binding upon all Persons (as hereinafter defined) having any right, title or interest in the Property

or any part thereof, their heirs, successive owners and assigns; shall inure to the benefit of every portion of the Property and the Convertible Area and any interest therein; shall inure to the benefit of and be binding upon the Developer, each Co-owner (as hereinafter defined), and each Mortgagee (as hereinafter defined) and their respective successors-in-interest; and may be enforced by a Developer, Co-owner, Mortgagee, or the Association (as hereinafter defined).

NOW THEREFORE, Developer declares, and Current Co-owners and Current Mortgagees agree, as follows:

ARTICLE I
THE PROJECT

Section 1. Phase I. Phase I of the Project will be developed by the Developer and will comprise a total of fourteen (14) residential Units on the real property legally described in **Article II, Section 1** of this Master Deed. The Units, including the numbers, boundaries, dimensions, and areas of them, are completely described in the Condominium Subdivision Plan. Each Unit is suitable for individual use, having its own entrance to and exit from a Common Element (as hereinafter defined) of the Project. Each Co-owner in the Project shall have a particular and exclusive property right to the Co-owner's Unit and to the Limited Common Elements (as hereinafter defined) appurtenant to it and shall have an undivided and inseparable right to share the General Common Elements (as hereinafter defined) of the Project with other Co-owners, as designated by this Master Deed.

Section 2. Reservation to Developer.

2.1 Notwithstanding anything herein to the contrary, the Developer expressly reserves the right to expand the cul-de-sac at the westerly terminus of the private road commonly known as Fieldcrest Court as necessary and/or desirable to convert Fieldcrest Court to a public roadway, subject to the further provisions of a certain Reservation of Easement for Public Roads dated October 28, 1999, which is Recorded in the public records for the County of Genesee. Certain portions of Units 10, 11, 12 and 13 ("Convertible Area") may be annexed to the cul-de-sac and converted to roadway for this purpose. The legal description of such roadway, in the event of such conversion, is described in **Article II, Section 3** hereof. The Developer may exercise the right granted pursuant to such Reservation without the consent of the Association or Co-owners, for a period of up to six (6) years following the initial Recordation of this Master Deed, or with the consent of the Association and the Co-owners of Units 10, 11, 12 and 13, which shall not be unreasonably withheld, if such condition is met after the expiration of such six (6) year period.

2.2 If the Convertible Area so described will be developed in part, there shall be no restriction of the order in which said portions may be converted or the timing of the conversion, provided however that the Convertible Area shall not be convertible without the consent of the Association and the Co-owners of Units 10, 11, 12 and 13 after the expiration of six (6) years as provided for above. If the Convertible Area is converted by the Developer, such conversion may be accomplished by an Amendment to this Master Deed adding Convertible Area as then constituted, which may be merged with this Master Deed by the ultimate

recordation of a consolidating Master Deed. The Developer reserves the right under MCL 559.144 of the Act to create easements within any portion of the original Project for the benefit of the Convertible Area.

2.3 Notwithstanding anything herein to the contrary, the Developer shall have no obligation whatsoever to exercise the reservation provided for under this **Section 2**.

ARTICLE II
LEGAL DESCRIPTION

Section 1. The Property submitted as the Project is located in Mundy Township, Genesee County, Michigan and is legally described as follows:

Part of the Northwest 1/4 and Southwest 1/4 of Section 13, Town 6 North, Range 6 East, Mundy Township, Genesee County, Michigan; being more particularly described as: commencing at the North 1/4 corner of said Section 13; thence North 88 degrees, 39 minutes, 07 seconds West along the North line of said Section, 331.00 ft. to the point of beginning of the land to be described; thence South 00 degrees, 13 minutes, 00 seconds East parallel with the East line of the Northwest 1/4 (North-South 1/4 Line), 1320.0 feet; thence South 88 degrees, 39 minutes, 07 seconds East parallel with the North line of said Section, 331.0 feet to said East line (North-South 1/4 Line); thence South 00 degrees, 13 minutes, 00 seconds East along said East line (North-South 1/4 Line), 1336.15 feet to the interior 1/4 corner of said Section; thence South 00 degrees, 00 minutes, 37 seconds East along the East line of the Southwest 1/4 (North-South 1/4 Line), 656.42 feet; thence North 88 degrees, 55 minutes, 17 seconds West parallel with the East-West 1/4 line of said Section, 1623.14 feet; thence North 00 degrees, 11 minutes, 33 seconds West parallel with the West line of the Southwest 1/4 (West Section Line), 656.42 feet to a point on the East-West 1/4 line of said Section; thence North 00 degrees, 16 minutes, 40 seconds West parallel with the West line of the Northwest 1/4 (West Section Line), 1343.83 feet; thence South 88 degrees, 39 minutes, 07 seconds East parallel with the North line of said Section, 467.86 feet; thence North 00 degrees, 13 minutes, 00 seconds West parallel with the East line of the Northwest 1/4 (North-South 1/4 Line), 660.0 feet; thence South 88 degrees, 39 minutes, 07 seconds East 165.0 feet; thence North 00 degrees, 13 minutes, 00 seconds West 410.0 feet; thence South 88 degrees, 39 minutes, 07 seconds East, 200.0 feet; thence North 00 degrees, 13 minutes, 00 seconds West, 250.0 feet to a point on the North line of said Section; thence South 88 degrees, 39 minutes, 07 seconds East along said North line 463.0 feet to the point of beginning. Containing 95.93 acres of land more or less. Subject to any rights of way, easements and restrictions of record.

Section 2. Phase I of the Project is located in Mundy Township, Genesee County, Michigan and is legally described as follows:

Part of the Northwest 1/4 of Section 13, Town 6 North, Range 6 East, Mundy Township, Genesee County, Michigan, being more particularly described as: Commencing at the North 1/4 corner of said Section 13; thence North 88 degrees 39 minutes, 07 seconds West, 331.00 feet along the North line of Section 13 to the point of beginning of the land to be described; thence South 00 degrees, 13 minutes, 00 seconds East, 670.02 feet; thence North 88 degrees, 39

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minutes, 07 seconds West, 266.85 feet; thence North 00 degrees, 13 minutes, 00 seconds West, 10.00 feet; thence North 88 degrees,39 minutes, 07 seconds West, 396.15 feet; thence North 00 degrees, 13 minutes, 00 seconds West, 410 feet; thence South 88 degrees, 39 minutes, 07 seconds East, 200.00 feet; thence North 00 degrees, 13 minutes, 00 seconds West, 250.00 feet to the North line of said Section 13; thence South 88 degrees, 39 minutes, 07 seconds East, 463.00 feet to the point of beginning. Subject to any rights of way, easements and restrictions of record.

Section 3. The Convertible Area of Phase I of the Project is located in Mundy Township, Genesee County, Michigan and is legally described as follows (being the roadway):

Part of the Northwest 1/4 of Section 12, Town 6 North, Range 6 East, Mundy Township, Genesee County, Michigan, being more particularly described by its perimeter as: Commencing at the North 1/4 Corner of said Section 13, thence North 88 degrees, 39 minutes, 07 seconds West 331.00 feet along the North line of Section 13 and South 00 degrees, 13 minutes, 00 seconds East 50.02 feet and North 88 degrees, 39 minutes, 07 seconds West 200.83 feet to the point of beginning of the land to be described; thence South 0 degrees, 13 minutes, 00 seconds East 620.00 feet; thence North 88 degrees, 39 minutes, 07 seconds West 66.02 feet; thence North 00 degrees, 13 minutes, 00 seconds West 179.00 feet; thence North 89 degrees, 39 minutes, 07 seconds West 141.96 feet; thence 339.18 feet along a curve to the right, having a 65.00 foot Radius, a central angle of 298 degrees, 58 minutes, 46 seconds and a chord bearing North 1 degree, 20 minutes, 53 seconds East 66.00 feet; thence South 88 degrees, 39 minutes, 07 seconds East 140.16 feet; thence North 00 degrees, 13 minutes, 00 seconds West 375.00 feet; thence South 88 degrees, 39 minutes, 07 seconds East 66.02 feet to the point of beginning. Also a 10 foot wide public utility easement described as being 10 feet outside and parallel to the above described land.

ARTICLE III
DEFINITIONS

Section 1. General. Certain terms are utilized not only in this Master Deed and its exhibits, but also in other documents for the Condominium Project, such as the Articles of Incorporation; the Condominium Bylaws; the Rules and Regulations (as hereinafter defined) of the **Windfield Estates Condominium Association**, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements, and other documents affecting interests in the Project. As used in such documents, the definitions following in **Section 2** of this Article apply unless the context otherwise requires.

Section 2. Definitions.

2.1 **Act** shall mean the Michigan Condominium Act, MCL 559.101 et seq., MSA 26.50(101) et seq.

2.2 **Amendment**, when used without further modification, shall be deemed to include any subsequently Recorded (as hereinafter defined) declaration, covenants, conditions and/or restrictions which amend(s) the Condominium Documents (as hereinafter defined).

2.3 **Annual Assessment** or **Assessment** shall mean the annual charges pursuant to **Article VIII** of the Condominium Bylaws against each Co-owner and his Ownership Interest (as hereinafter defined) in the Property, representing such Co-owner's proportionate share of the annual expenses which are to be paid by Co-owner to an Association (as hereinafter defined). Annual Assessments shall include all late payment penalties, interest charges, legal fees or other costs incurred by the Association in its efforts to collect all assessments (other than Special Assessments, as hereinafter defined) authorized pursuant to this Master Deed.

2.4 **Association** or **Condominium Association** means the nonprofit corporation organized under Michigan law of which all Co-owners must be Members (as hereinafter defined). This corporation shall administer and maintain the Project. Any action required of or permitted to the Association may be carried out by its Board of Directors (as hereinafter defined) unless it is specifically reserved to its Members by the Condominium Documents or Michigan law.

2.5 **Association Bylaws** shall mean the corporate bylaws of the Association organized to maintain and administer the Project. Association Bylaws shall be synonymous with Condominium Bylaws (as hereinafter defined).

2.6 **Board** or **Board of Directors** shall mean the governing board of the Association.

2.7 **Common Elements**, if used without modification, shall mean the part of the Project other than the Condominium Units, including all General and Limited Common Elements described in **Article IV.**

2.8 **Condominium Bylaws** shall mean **Exhibit A** to this Master Deed, which states the substantive rights and obligations of the Co-owners. Condominium Bylaws shall be synonymous with Association Bylaws.

2.9 **Condominium Documents** shall mean this Master Deed and all its exhibits, as amended, Recorded pursuant to the Michigan Condominium Act and any other documents referred to in this document that affect the rights and obligations of a Co-owner in the condominium, including, by way of example only, the Condominium Bylaws.

2.10 **Condominium Project** or **Project**, when used without further modification, shall mean **Windfield Group Phase I Condominium**, a condominium development established in conformity with the Act.

2.11 **Condominium Subdivision Plan** shall mean **Exhibit B** to this Master Deed, which is the site drawing, the survey, and other drawings depicting the existing and proposed structures and Improvements, including their locations on the Property.

2.12 **Condominium Unit** or **Unit** shall mean that part of the Project designed and intended for separate ownership and use, as described in this Master Deed.

2.13 **Convertible Area** shall mean the real property described in **Article II, Section 2** of this Master Deed, which is that portion of the Common Elements of the Project within which Common Elements and/or public roadways may be created in accordance with **Article I, Section 2** of this Master Deed and the provisions of the Act.

2.14 **Co-owner** shall mean a Person or Persons, including the Developer, holding a fee simple or land contract interest of Record in a Unit which is a part of the Property, excluding (a) those Persons holding title as security for the performance of an obligation other than sellers under executory contracts of sale and (b) land contract vendees in default. **Owner** is synonymous with **Co-owner**.

2.15 **Current Co-owner** shall mean those certain Persons who acquired fee simple interests of Record in certain Units of the Project prior to the execution of this Master Deed, and who, by their signatures below, submit their Units for inclusion in the Condominium Project created by this Master Deed and voluntarily subordinate their rights, title and interests in such Units to the equitable servitudes and covenants appurtenant to and running with the land as more fully described in (a) the Master Declaration of Restrictive Covenants and Appurtenant Cross-Easements dated May 21, 1999 and recorded on May 25, 1999 at Liber 4165, Page 560 of the Genesee County Register of Deeds, receipt of which is hereby acknowledged, and all amendments thereto, in (b) the Reservation of Appurtenant Easement for Public Roadways dated October 28, 1999 and recorded on Nov. 3, 1999 at Liber 4314, Page 322 of the Genesee County Register of Deeds, and in (c) this Master Deed, its attachments, and all amendments thereto. The Current Co-owners and their respective Units are identified with specificity in **Recital C** above.

2.16 **Current Mortgagee** shall mean those certain Mortgagees (as hereinafter defined) who acquired security interests in certain Units of the Project prior to the execution of this Master Deed, and who, by their signatures below, voluntarily subordinate their rights, title and interests in such Units to the equitable servitudes and covenants appurtenant to and running with the land as more fully described in (a) the Master Declaration of Restrictive Covenants and Appurtenant Cross-Easements dated May 21, 1999 and recorded on May 25, 1999 at Liber 4165, Page 560 of the Genesee County Register of Deeds, receipt of which is hereby acknowledged, and all amendments thereto, in (b) the Reservation of Appurtenant Easement for Public Roadways dated October 28, 1999 and recorded on Nov. 3, 1999 at Liber 4314, Page 322 of the Genesee County Register of Deeds, and in (c) this Master Deed, its attachments, and all amendments thereto. The Current Mortgagees and the Units in which they hold their respective security interests are identified with specificity in **Recital F** above.

2.17 **Detention Basin** shall mean that component of the Storm Sewer System Maintained on the Property and depicted on the Condominium Subdivision Plan, attached as **Exhibit B** hereto.

2.18 **Developer**, when used without further modification in the Condominium Documents, shall mean **The Windfield Group I, LLC** and any Person (as hereinafter defined) to which it may assign any of its rights hereunder by an express written and Recorded

assignment in which such assignee is designated a successor Developer. Any such assignment may include or exclude specific rights and may be subject to such conditions and limitations as Developer may impose in its sole and absolute discretion.

2.19 **Development and Sales Period**, for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, shall mean the period commencing with the initial Recordation of the Master Deed and continuing as long as a Developer owns any Unit which it offers for sale or as long as there remains any Residence (as hereinafter defined) to be constructed, whichever occurs last.

2.20 **General Common Elements** shall mean those Common Elements of the Project described in **Article IV, Section 2,** which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the operation costs.

2.21 **Improvement** shall refer to all structures on, features of, and appurtenances to the Property, of every type and kind, including but not limited to waterways, walkways, storm drainage systems, roads, parking areas, fences, retaining walls, poles, signs, grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed; landscaping, planting, clearing, or removing of trees, shrubs, grass, or plants; and any change or alteration of any previously approved Improvement.

2.22 **Limited Common Elements** shall mean those Common Elements of the Project described in **Article IV, Section 4**, which may be reserved for the exclusive use of the Co-owners of a specified Unit or Units, at the Developer's election, and by subsequent amendment to this Master Deed.

2.23 **Maintain, Maintenance** or **Maintaining**, with respect to any Unit, Improvement or Common Element, shall refer to the act of cleaning, decorating, maintaining, repairing, and replacing as necessary.

2.24 **Master Deed** shall mean this instrument as well as its exhibits and Amendments, by which the Project is submitted for condominium creation and ownership.

2.25 **Member** shall mean every Co-owner holding a membership in the Association.

2.26 **Mortgage** shall mean any mortgage or deed of trust or other conveyance of a security interest in a Unit to secure the performance of an obligation, which interest will be released or discharged upon the completion of such performance.

2.27 **Mortgagee** shall mean a Person or entity to whom a Mortgage is made and shall include the beneficiary of a Deed of Trust.

2.28 **Mortgagor** shall mean a Person who mortgages his property to another (i.e., the maker of a Mortgage), and shall include the Trustor of a Deed of Trust.

2.29 **Owner** shall mean a Person or Persons, including a Developer, holding a fee simple or land contract interest of Record in a Unit which is a part of the Property, excluding (a) those Persons holding title as security for the performance of an obligation other than sellers under executory contracts of sale and (b) land contract vendees in default. **Co-Owner** is synonymous with **Owner**.

2.30 **Ownership Interest** shall mean the interest in a Unit held by a Co-owner.

2.31 **Percentage of Value** shall mean the percentage assigned to each Unit by this Master Deed, which determines the value of a Co-owner's vote at Association meetings when voting by value or by number and value and the proportionate share of each Co-owner in the Common Elements of the Project.

2.32 **Person** shall mean a natural individual, corporation, partnership or any other entity with the legal right to hold title to real property.

2.33 **Phase** shall mean any increment of development of the Property developed by a Developer.

2.34 **Phase I** shall mean the initial Phase to be developed by the Phase I Developer and consisting of up to fourteen (14) Units.

2.35 **Project** or **Condominium Project**, when used without further modification, shall mean **Windfield Estates Condominium**, a condominium development established in conformity with the Act.

2.36 **Property** shall mean the real property encumbered by this Master Deed described in **Article II** of this Master Deed.

2.37 **Record, Recorded, Recordation** or **Recording** shall mean, with respect to any document, the act of filing such document in the Office of the Genesee County Register of Deeds.

2.38 **Residence** shall mean a detached dwelling intended for use and occupancy by a Single Family (as hereinafter defined) and located within its own Unit.

2.39 **Rules and Regulations** shall mean the Rules and Regulations adopted by the Board pursuant to **Article IV, Section 3 and Article X, Section 7** as amended from time to time.

2.40 **Single Family** shall mean (a) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (b) a group of natural persons not all so related who maintain a common household in a Residence.

2.41 **Special Assessment** shall mean a charge against a particular Co-owner ("Responsible Party"), directly chargeable to or reimbursable by such Responsible Party, equal to the cost incurred by an Association for corrective action performed pursuant to the provisions of the Condominium Documents, or levied by the Association as a fine or penalty for noncompliance with the Condominium Documents, plus interest and other charges added to such fine or penalty as provided for in the Condominium Documents.

2.42 **Storm Sewer**, as used herein, shall include all components of the private storm water drainage system, including lines and Detention Basin.

2.43 **Subdivision Plan** shall mean **Exhibit B** to this Master Deed, as amended from time to time, including the site drawing, the survey, and other drawings depicting the existing and proposed structures and Improvements, including their locations within the Project.

2.44 **Transitional Control Date** shall mean the date when the Board of Directors takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

2.45 **Township** shall mean the Township of Mundy in the County of Genesee, State of Michigan.

ARTICLE IV
COMMON ELEMENTS

Section 1. General. The Common Elements of the Project as depicted in **Exhibit B** and the responsibilities for their Maintenance are as follows:

Section 2. General Common Elements. The General Common Elements are:

2.1 The Property, including easement interests of the Project in the Property for ingress, egress and/or utility installation, over, across and through the Units in the Project, unless specified as a Unit, or as a Limited Common Element under **Section 4** of this Article;

2.2 The private roads, common walkways, lawns, trees, shrubs and other Improvements not located within the boundaries of any Unit. All Improvements located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not constitute General Common Elements;

2.3 The street lighting system, if any, and the electrical, telephone and/or cable television wiring networks throughout the common areas of the Project up to, but not including, the point of lateral connection for service to each Residence now or hereafter constructed within Unit boundaries;

2.4 The natural gas line network and distribution system throughout the common areas of the Project, if any, up to, but not including, the point of lateral connection for service to each Residence now or hereafter constructed within Unit boundaries;

2.5 The water distribution system, underground sprinkling system and Storm Sewer System and/or Detention Basin serving the Project, up to, but not including, the point of lateral connection for service to each Residence now or hereafter constructed within Unit boundaries;

2.6 The entry signage and other Improvements located at the entrance to the Project; and

2.7 All other Common Elements of the Project not designated in this document as Limited Common Elements that are not enclosed within the boundaries of a condominium Unit and that are intended for common use or are necessary for the existence, upkeep, or safety of the Project.

Section 3. Caveat Regarding Utility Systems. Some or all of the utility and cable television lines, systems (including mains and service leads) and equipment may be owned by the local public authority or by a utility or cable television company that is providing the pertinent service. Accordingly, such lines, systems, and equipment shall be General Common Elements only to the extent of the Co-owners' interest in them, if any, and Developer makes no warranty of such an interest.

Section 4. Limited Common Elements. No Limited Common Elements have been designated as such in the Master Deed because there are no Limited Common Elements in this Project. Each condominium Unit includes the total area of its respective lot, as indicated on the Condominium Subdivision Plan attached hereto as **Exhibit B**. Nevertheless, the Developer reserves the right to designate Limited Common Elements appurtenant to particular Units by subsequent Amendments to this Master Deed. The Co-owners and Mortgagees of Condominium Units and all other parties interested in the Project shall be deemed to have irrevocably and unanimously consented to such amendments and irrevocably appoint the Developer or its successors as agent and attorney to make any such Amendments to the Master Deed. Limited Common Elements, if any, shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit or Units to which such Limited Common Elements are appurtenant.

Section 5. Responsibilities. Responsibilities for Maintaining the Common Elements are as follows:

5.1 **Co-owners**.

(a) **Limited Common Elements.** The costs of Maintaining the Limited Common Elements, if any, shall be the responsibility of the Co-owners or the Unit or Units to which such Limited Common Elements are appurtenant.

(b) **Structures, Improvements and Yards; Association Approval**. Unit Owners shall also be responsible for the Maintenance of all structures and Improvements, and the Maintenance and mowing of all yard areas situated within the boundaries of a Unit, including any portions thereof which may extend beyond Unit boundaries up to the paved roadway; provided that the exterior appearance of all such structures, Improvements and yard areas shall be subject at all times to the approval of the Association as governed by **Section 6** of this Article.

(c) **Co-owners; Improvements**. If any Unit Owner elects to construct or install any Improvements to his Unit that increase the costs of maintenance, repairs, or replacements for which the Association is responsible, the Association may assess the increased costs or expenses against the Co-owner or Unit.

(d) **Co-owners; Utility Services**. All costs of electricity, natural gas or propane and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished.

5.2 **Association**.

(a) **General Common Elements**. The cost of maintaining all General Common Elements other than as described above shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet.

(b) **Private Roads, Water and Storm Sewer.** The operation and Maintenance of the private roads, water lines and Storm Sewer System are subject to the terms of a Recorded "Master Declaration of Restrictive Covenants and Appurtenant Cross-Easements" dated May 21, 1999 and Recorded on May 25, 1999 at Liber 4165, Page 560 of the Genesee County Register of Deeds, and such Declaration is incorporated herein by reference. All costs of construction, operation and Maintenance of the private roads and Storm Sewer System serving the Project shall be borne by the Master Association created thereunder.

5.3 **Co-owners and Association; Maintenance Assessments**. Each Co-owner shall contribute an equal share for each Unit owned, except in the case of Co-owner fault, which may be assessed as part of the regular assessments and/or special assessments against those Units. A Co-owner will be deemed to be "at fault," and therefore disproportionately responsible for Maintenance Assessments, if the Maintenance undertaken was necessitated by the act or neglect of such Co-owner or his agent, invitee, licensee, family member or pet. The operation and

Maintenance of the private roads and Storm Sewer System are further subject to the terms and provisions of the Condominium Documents, Rules and Regulations, and all applicable federal, state and local statutes, laws, ordinances and regulations.

Section 6. Association Approval; Failure to Obtain or Comply.

6.1 The appearance of all Common Elements, and the exterior appearance of all structures, Improvements and yard areas, shall at all times be subject to the approval of the Association, and if such appearance does not conform to reasonable standards established by the Association, the Association may take whatever action is necessary to achieve the required aesthetic standards and charge the cost to the Person, if any, responsible for Maintaining the common element, structure, Improvement, or yard area.

6.2 While it is intended that each Co-owner will be solely responsible, except as noted above, for the performance and cost of the maintenance, repair and replacement of the Residence and all other appurtenances and Improvements constructed or located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain his Residence, Improvements or any Common Element appurtenant thereto in a proper manner and in accordance with the standards set forth by the Association.

6.3 In the event a Co-owner fails, as required by the Condominium Documents or any Rules or Regulations promulgated by the Association, to properly and adequately Maintain his or her Unit or any Improvement or appurtenance located therein or any General or Limited Common Element appurtenant thereto, the Association or the Developer shall have the right, but not the obligation, to undertake such reasonable uniform, periodic Maintenance as it may deem appropriate provided that neither the Association nor the Developer will be obligated to repair any Residence or other Improvement located within or appurtenant to a Unit, nor will the Association or Developer be obligated to perform any Maintenance thereon.

6.4 Failure of the Association or the Developer to take any such action shall not be deemed a waiver of the Association's or Developer's right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required in the first instance to be borne by a Co-owner shall be charged to the affected Co-owner or Co-owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for non-payment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

Section 7. Assignability of Limited Common Elements. All Co-owners whose interests would be affected may assign or reassign a Limited Common Element, if any, on notice to any affected Mortgagees, by applying in writing to the Association Board of Directors. On receipt of such an application, the Board shall promptly have an Amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved

prepared and signed and shall deliver the Amendment to the Co-owners of the Units affected once they have paid all reasonable costs for the preparation and recording of the Amendment.

Section 8. Inseparability of Units. Except as stated in this Master Deed, Condominium Units shall not be separable from the Common Elements appurtenant to them and shall not be used in any manner inconsistent with the purposes of the Project or in any other way that would interfere with or impair the rights of any Co-owner to use and enjoy the Co-owner's Unit or the Common Elements appurtenant to it.

Section 9. Right to Cure Certain Deficiencies. If the Association or its contractors or agents fail to construct, operate and/or maintain the private streets, Storm Sewer System, and any other Maintenance requirements set forth in the Condominium Documents then, in addition to all other remedies available under applicable law, Mundy Township, the Genesee County Road Commission, the Michigan Department of Natural Resources or its administrative successor and their respective contractors and agents, may, at their option with or without notice, enter onto the Project or any Unit that is not in compliance and perform any necessary Maintenance. In that event, the Association shall reimburse the Township, the county and/or the state, and/or their contractors, for all costs incurred in performing the necessary Maintenance. If the Association does not reimburse the Township, county and/or state for those costs, then the Township, county and/or state, at their respective options, may assess the cost therefore against the Co-owners of the Units in the Project to be collected as a special assessment on the next annual tax roll. At a minimum, the Association shall establish an annual inspection and Maintenance program for the private streets and Storm Sewer System in the Project. This provision may not be modified, amended, or terminated without the consent of Mundy Township.

ARTICLE V
DESCRIPTIONS AND PERCENTAGES OF VALUE OF CONDOMINIUM UNITS

Section 1. Description of Units. A complete description of each condominium Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is provided in the Condominium Subdivision Plan as rendered by **Realty Development Services** and attached as **Exhibit B** hereto. Detailed architectural plans and specifications have been filed with the Township. Each Unit shall include all the space within certain horizontal planes designated by a heavy outline on the Condominium Subdivision Plan and as delineated by detailed dimensional descriptions of the Unit in the outline.

Section 2. Percentages of Value. An equal percentage of value shall be allocated to each Condominium Unit in the Project. Except as otherwise provided in this Master Deed, a Percentage of Value shall be changed only in the manner provided by **Article VII**, in a signed and Recorded Amendment to the Master Deed.

Section 3. Modification. The Developer may modify the number, size, style, and location of a Unit within a Phase, or of any Common Element, by an Amendment effected solely by such Developer or its successors without the consent of any Co-owner, Mortgagee, or other party, as long as the modification does not unreasonably impair or diminish the appearance of the

Project or the view, privacy, or other significant attributes or amenities of other Units that adjoin or are proximate to the modified Unit or Common Element. No Unit that has been sold or is subject to a binding purchase agreement shall be modified without the consent of the Co-owner or of the purchaser and the Mortgagee. The Developer may also, in connection with any such Amendment, readjust Percentages of Value for all Units of both Phases to give reasonable recognition to such a modification, based on the method by which Percentages of Value for the Project were originally determined. However, no Unit modified in accordance with this provision shall be conveyed until an Amendment to the Master Deed has been Recorded. All Co-owners, Mortgagees of Units, and other parties interested in the Project shall be deemed to have unanimously consented to any Amendments necessary to effect such modifications and, subject to the limitations stated in this Master Deed, to the proportionate reallocation of Percentages of Value of existing Units that the Developer or its successors determines is necessary in conjunction with such modifications. All such interested parties irrevocably appoint the Developer or its successors as agent and attorney to sign such amendments to the Master Deed and all other Condominium Documents as may be necessary to effect such modifications.

ARTICLE VI
PERPETUAL AND APPURTENANT CROSS-EASEMENTS

Section 1. Support Easements. Every part of a Condominium Unit and its appurtenances that contributes to the structural, lateral or subjacent support of Common Elements shall be burdened with an easement of support for the benefit of the Common Elements. These absolute duties of support cannot be delegated to independent contractors.

Section 2. Easement for Maintenance of Encroachments. If any part of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a Residence or Improvement, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachments for as long as they exist and for the maintenance of the encroachments after rebuilding in the event of destruction.

Section 3. Easements for Maintenance of General Common Elements. There shall be permanent easements in favor of the Association for the construction, operation and Maintenance, of Common Elements for which the Association is responsible.

Section 4. Utility Easements. There shall be easements to, through, and over those parts of the Property, Common Elements, Units, Residences and Improvements as is reasonable for the installation, Maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or Maintenance of such services. Any costs incurred in opening and repairing any wall of the Project to install, repair, or maintain such services shall be an administration expense assessed against all Co-owners in accordance with the Condominium Bylaws.

Section 5. Emergency Vehicle Access Easement. Developer hereby reserves for the benefit of Mundy Township or any public or private emergency service agency, an easement over all roads in the Project for use by the Township and public or private emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police

protection, ambulance and rescue services and other lawful governmental or private emergency services to the Project and Co-owners. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

Section 6. Grant of Easements by Developer. Until final completion of the Project as described in **Article I** of this Master Deed, the Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns to use, at any time without charges other than the reasonable cost of work performed, utilities consumed, or maintenance required as a direct result of such use, (a) for the unrestricted use of all roads, driveways, and walkways in the Project for the purpose of ingress and egress to and from any part of the Property described in **Article II** and (b) to use, tap into, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in **Article II**. As long as the Developer owns at least one Unit in the Project, it shall be subject to the provisions of this Master Deed.

Section 7. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, license, rights-of-entry and rights-of-way over, under, across and through the Project for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Project. Said power is subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, or obligations with respect thereto varied, without the consent of each person benefited thereby.

Section 8. Easements for Maintenance of Private Streets and Storm Sewer System The Association, Genesee County, the State of Michigan, and Mundy Township and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements and onto each Unit serviced by the private roads and/or Storm Sewer System and onto the Limited Common Elements appurtenant to those Units, if any, for the purpose of inspections, Improvement, repair, Maintenance (including preventative Maintenance), and/or replacement of the private roads, Storm Sewer System or any portion thereof. The area of the Property that contains any part of the Storm Sewer System and shall be maintained in a manner so as to be accessible at all times and shall contain no structures or Improvements that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of Mundy Township.

ARTICLE VII
AMENDMENTS

Section 1. Amendment of Condominium Documents or Termination of Project by Developer. If there is no Co-owner other than the Developer, the Developer may amend the Condominium Documents or, with the consent of any interested Mortgagee, terminate the Project.

Section 2. Amendment of Condominium Documents by Developer and Co-owners. If there is a Co-owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:

2.1 **Unilateral Amendment by Developer.** An Amendment may be made without the consent of any Co-owners or Mortgagees if the Amendment does not materially alter the rights of any Co-owners or Mortgagees of Units in the Project, including Amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements, if any; Amendments to facilitate conventional mortgage loan financing for existing or prospective Co-owners; and Amendments enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

2.2 **Co-owner Ratification**. Even if an Amendment would materially alter the rights of any Co-owners or Mortgagees, it can be made if at least two-thirds of the Co-owners and Mortgagees consent. However, dimensions or Limited Common Elements of a Co-owner's Unit may not be modified without the Co-owner's consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Co-owner and Mortgagee. Rights reserved by to the Developer in this Master Deed, including rights to amend the Master Deed for purposes of expansion, contraction, conversion, or modification of Units in the course of construction, shall not be amended without written consent from the Developer as long as the Developer or its successors continue to own or to offer for sale any Unit in the Project. For the purpose of this provision, a Mortgagee shall have one vote for each mortgage held.

2.3 **Developer's Reservation of Right to Amend**. The Developer may also make a material Amendment unilaterally without the consent of any Co-owner or Mortgagee for the specific purposes reserved to such Developer in this Master Deed. Until the completion and sale of all Units as described in **Article I**, such rights reserved may not be further amended except with written consent from the Developer or its successors or assigns.

2.4 **Responsibility for Costs**. A Person causing or requesting an Amendment to the Condominium Documents shall be responsible for the costs and expenses of the Amendment, except for Amendments based on a vote of the prescribed majority of Co-owners and Mortgagees or based on the advisory committee's decision, the costs of which are administration expenses. The Co-owners and Mortgagees of Record shall be notified of proposed Amendments under this provision at least 10 days before the Amendment is Recorded.

Section 3. Consent of Mundy Township. Notwithstanding anything herein to the contrary, the following provisions of this Master Deed shall not be Amended without the specific, written consent of Mundy Township:

3.1 **Article IV, Section 9** governing the Township's right to cure certain deficiencies in maintenance, repair and replacement;

3.2 **Article VI, Section 6** governing an easement for emergency vehicle access;

3.3 **Article VI, Section 9** governing easements for the Maintenance of private roads and the Storm Sewer System; and

3.4 **Article VII, Section 3** governing Township approval of certain Amendments.

Section 4. Amendments to Master Deed and Condominium Bylaws. All Amendments to the Master Deed or Condominium Bylaws shall be Recorded in the public records of Genesee County, Michigan.

Section 5. Effect of Improper Amendment. Any Amendment of any Condominium Document attempted in violation of this Article shall be void *ab initio*.

ARTICLE VIII
TERMINATION OF PROJECT

Section 1. Termination of Project by Developer and Co-owners. If there is a Co-owner other than Developer, the Project may only be terminated with the consent of the Developer and at least 80 percent of the Co-owners and Mortgagees, as follows:

1.1 The agreement of the required number of Co-owners and Mortgagees to terminate the Project shall be evidenced by their signing of the termination agreement or ratification of it. The termination shall become effective only when this evidence of the agreement is Recorded.

1.2 On Recording an instrument terminating the Project, the Property constituting the condominium shall be owned by the Co-owners as tenants in common in proportion to their undivided interests in the Common Elements immediately before Recordation. As long as the tenancy in common lasts, each Co-owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the Property that formerly constituted the Condominium Unit.

1.3 On Recording an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their undivided interests in the Common Elements immediately before Recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Michigan Condominium Act.

1.4 Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds. Proof of dissolution must be submitted to the administrator.

Section 2. Consent of Mundy Township. Notwithstanding anything herein to the contrary, the Project shall not be terminated without the specific, written consent of Mundy Township.

Section 3. Effect of Improper Termination. Any termination of the Project attempted in violation of this Article shall be void *ab initio*.

ARTICLE IX
MISCELLANEOUS

Section 1. Term. The covenants, conditions and restrictions of this Master Deed shall run with and bind the Property and every portion thereof, and shall inure to the benefit of and be enforceable by the Association, Developer, Co-owners, Mortgagees, and their respective legal representatives, heirs, successors and assigns, in perpetuity unless otherwise stated herein.

Section 2. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail, unless otherwise specified. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or with respect to Co-owners, to the Residence of such Person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 3. Interpretation.

3.1 **Restrictions Construed Together.** All of the provisions of this Master Deed shall be liberally construed together to promote and effectuate the fundamental concepts of the Property as set forth in the Recitals to this Master Declaration. The Restrictions shall be construed and governed by the laws of the State of Michigan.

3.2 **Restrictions Severable.** Notwithstanding the provisions in **Section 3.1** of this Article each of the provisions of this Master Deed shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

3.3 **Captions.** All captions and titles used in this Master Deed are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

3.4 **Time Periods.** Except as otherwise expressly provided herein, any reference in this Master Deed to time for performance of obligations or to elapsed time shall mean consecutive calendar days, months, or years, as applicable.

Section 4. No Public Right of Dedication. Nothing contained in this Master Deed shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use.

Section 5. Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any portion of the Property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Master Deed is contained in the instrument by which such Person acquired an interest in the Property, or any portion thereof.

Section 6. No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Developer or its agents or employees in connection with the Property or any portion of the Property, or any Improvement thereon, its physical conditions, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Master Deed.

Section 7. Association Approval, Action or Consent. Any reference in this Master Deed to approval by the Association, and any provision requiring action by or the consent of the Association, shall be deemed to require such approval, action or consent of or by the Board of Directors of the Association, acting without a vote of the Members, unless this Master Deed expressly provides for or requires such approval, action or consent to be submitted to a vote of the Members of the Association.

Each of the above-stated reservations, covenants, easements, and restrictions shall run with the land from the date of this Master Deed.

ARTICLE X
SUBSCRIPTIONS

The effective date of this Master Deed shall be the last date upon which a necessary party hereto has affixed his, her or its legal signature.

Section 1. Developer.

THE WINDFIELD GROUP I, LLC:

By: Dennis W. Strelchuk
Its: Managing Member

WITNESSES:

Scott D. MacDonald

MARK SADECKI

STATE OF MICHIGAN)
COUNTY OF GENESEE) ss.

Subscribed, sworn to and acknowledged before me by Dennis W. Strelchuk, Managing Member of The Windfield Group I, LLC, a Michigan limited liability company, on behalf of such company, this 13th day of June, 2000:

[seal]

Scott D. MacDonald
Notary Public for Oakland County, Michigan
Acting in Genesee County, Michigan
My commission expires: 08/28/2000

Section 2. Condominium Unit 1.

~~XX~~ CURRENT CO-OWNERS OF UNIT 1:

Shannon S. Starr

Jill A. Starr

WITNESSES:

Margaret Horan
MARGARET HORAN

Michele Moore
MICHELE MOORE

STATE OF MICHIGAN)
COUNTY OF GENESEE) ss.

Subscribed, sworn to and acknowledged before me by Shannon S. Starr and Jill A. Starr, husband and wife, who are either personally know to me or have provided reasonable proof of identification, this 21 day of January, 2000:

Michele Moore
Notary Public MICHELE MOORE
Oakland County, Michigan
My commission expires: Jan. 5, 2001

[seal]

Section 3. Current Mortgagee of Condominium Unit 1.

CURRENT MORTGAGEE
OF UNIT 1:

ABN-Amro Mortgage Group, Inc.
By: Raymond R. Stacer
Its: First Vice President

WITNESSES:

Marianna Komph

Christina Fernandze

STATE OF Michigan)
COUNTY OF Ottawa) ss.

Subscribed, sworn to and acknowledged before me by Raymond R. Stacer, 1st Vice President of ABN-Amro Mortgage Group, Inc., on behalf of such corporation, this 10th day of February, 2000.

Notary Public
Ottawa County, State of Michigan
My commission expires: 11/22/04

[seal]

4
Section ~~3~~ Condominium Unit 5.

~~XXX~~ CURRENT CO-OWNERS OF UNIT 5:

Karie L. Golden

Martel M. Golden

WITNESSES:

ALEX ALVARADO

MICHELE MOORE

STATE OF MICHIGAN)
COUNTY OF GENESEE) ss.

Subscribed, sworn to and acknowledged before me by Karie L. Golden, a single woman, and Martel M. Golden, a single man, who are either personally know to me or have provided reasonable proof of identification, this 26 day of January, 2000:

[seal]

Notary Public MICHELE MOORE
OAKLAND County, Michigan
My commission expires: Jan. 5, 2001

Section 5. Current Mortgagee of Condominium Unit 5.

CURRENT MORTGAGEE OF UNIT 5:

Citizens Bank
By: Marilyn A. Shaw
Its: Assistant Vice President

WITNESSES:

Debbie A. Jackson

Shanell Childress

STATE OF Michigan)
COUNTY OF Genesee) ss.

Subscribed, sworn to and acknowledged before me by Marilyn A. Shaw, A.V.P. of Citizens Bank, on behalf of such corporation, this 2/29/2000.

[seal]

Notary Public Debbie A. Jackson
Genesee County, State of Michigan
My commission expires: 2/20/2001

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Section ~~4~~ Current Co-owners of Condominium Unit 6.

~~X~~X CURRENT CO-OWNERS OF UNIT 6:

Deborah A. Lee

Peter D. Casey

WITNESSES:

RICK OLDAUGH

MICHELE MOORE

STATE OF MICHIGAN)
COUNTY OF GENESEE) ss.

Subscribed, sworn to and acknowledged before me by Deborah A. Lee, a single woman, and Peter D. Casey, a single man, who are either personally know to me or have provided reasonable proof of identification, this 20 day of January, 2000:

[seal]

Notary Public MICHELE MOORE
Oakland County, Michigan acting in Genesee Co.
My commission expires: Jan. 5, 2001

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Section ~~8~~ Current Co-owner of Condominium Unit 7

~~XXX~~ CURRENT CO-OWNER OF UNIT 7:

Marc R. Milligan

WITNESSES:

Michele Moore
MICHELE MOORE

Rick Oldaugh
RICK OLDAUGH

STATE OF MICHIGAN)
COUNTY OF GENESEE) ss.

Subscribed, sworn to and acknowledged before me by Marc R. Milligan, a single man, who is either personally know to me or has provided reasonable proof of identification, this 10 day of January, 2000:

[seal]

Michele Moore
Notary Public MICHELE MOORE
Oakland County, Michigan acting in Genesee Co.
My commission expires: 1-5-01

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Section ~~6.~~ Current Co-owners of Condominium Units 10, 11 & 13.

~~6.1~~ CURRENT CO-OWNERS OF UNITS 10, 11 & 13:

Gary Wolverton

Marilyn J. Wolverton

WITNESSES:

Wendy M. Mitchell

Michele Moore
MICHELE MOORE

STATE OF MICHIGAN)
COUNTY OF GENESEE) ss.

Subscribed, sworn to and acknowledged before me by Gary Wolverton and MARILYN Wolverton, husband and wife, who are either personally know to me or have provided reasonable proof of identification, this ____ day of January, 2000:

Notary Public
_____ County, Michigan
My commission expires:_____

[seal]

WENDY M. MITCHELL
Notary Public Genesee County, Michigan
My Commission Expires June 2, 2002