MASTER DEED

OAKWOOD PLACE OF HOLLY

This Master Deed is made and executed on this _____ day of _____, 2025, by WM Bye LLC, a Michigan limited liability company, hereinafter referred to as "Developer", whose address is 8300 Dwyer Road, Howell, MI 48855, 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, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Oakwood Place of Holly as a Condominium Project under the Act and does declare that Oakwood Place of Holly (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 manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Oakwood Place of Holly, Oakland County Condominium Subdivision Plan No. _____. The engineering and architectural plans for the Project were approved by, and are on file with, the Village of Holly. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the

Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

Land situated in the Village of Holly, County of Oakland, State of Michigan, described as follows:

Lot(s) 70, 71 and the East 27.00 feet of Lot(s) 72 of HOLLYWOOD according to the plat thereof recorded in Liber 26 of Plats, Page 16 of Oakland County Records.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Oakwood Place of Holly Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Oakwood Place of Holly as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Oakwood Place of Holly Condominium Association which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage, and maintain the Condominium.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws, Architectural Control Rules and Regulations, and any other rules and regulations, of the

Association, and the documents referenced in Article II above as all of the same may be amended from time to time.

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

Section 7. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" means Oakwood Place of Holly as a Condominium Project established in conformity with the Act.

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

Section 9. Construction and Sales Period. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential or commercial development within a two mile radius of the Condominium.

Section 10. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. Co-owner includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act and the Condominium Documents. The term "Owner," wherever used, shall be synonymous with the term "Co-owner.'

Section 11. Developer. "Developer" means WM Bye LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such terms are used in the Condominium Documents.

Section 12. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 13. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 14. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Oakwood Place of Holly, as

such space may be described on Exhibit B hereto, and shall have the same meaning as the term “Condominium Unit” as defined in the Act.

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

ARTICLE IV

COMMON ELEMENTS

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

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

(a) **Land.** The land described in Article II hereof, including walkway system, and drives not identified as Limited Common Elements.

(b) **Electrical.** The electrical transmission system throughout the Project, and, up to the point of connection for individual Unit service.

(c) **Gas.** The gas distribution system throughout the Project, up to the point of connection for individual Unit service.

(d) **Water.** The water distribution system throughout the Project, up to and including the water meter for each building. Also including, if installed, all exterior irrigation fixtures, connections and controls which are installed by the Developer or the Association.

(e) **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to the point of connection for individual Unit service.

(f) **Telecommunications.** The telecommunications system, if installed, up to, but not including connections to provide service to individual Units.

(g) **Construction.** Foundations, supporting columns, building exterior walls, roofs, ceilings, supporting beams, and Unit perimeter walls.

(h) **Perimeter Fences.** The fences bordering the west, north, and east sides of the Project.

(i) **Privacy Fences.** The three privacy fences located on the rear of the building between units 1 and 2, 2 and 3, and 3 and 4.

(j) **Mailbox Stands.** The mailbox stands that service the Project.

(k) **Parking Lots.** All parking lots, if any, installed by the Developer or the Association.

(l) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which

are intended for common use or are necessary to the existence, upkeep, and safety of the Project.

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

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

(a) **Driveways.** Each driveway in the Project is restricted in use to the Co-owner of the Unit to which such driveway is appurtenant as shown on Exhibit B hereto.

(b) **Walkways.** Each walkway in the project is restricted in use to the Co-owner of the Unit served by such walkway.

(c) **Porches.** Each porch in the Project is restricted in use to the Co-owner of the Unit which opens onto such porch as shown on Exhibit B hereto.

(d) **Patios.** Each patio in the project, if installed, is restricted in use to the Co-owner of the Unit which opens onto such patio.

(e) **Yard Areas.** Each front and rear yard area is restricted in use to the Co-owner of the Unit to which such yard area is appurtenant as shown on Exhibit B hereto.

(f) **Air Conditioner Compressors and Pads.** Each individual air conditioner compressor and pad is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

(g) **Garage Doors and Garage Door Openers.** Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit to which such garage is appurtenant.

(h) **Doors and Windows.** Doors, windows, and window screens shall be limited in use to the Co-owners of Units to which they are attached.

(i) **Interior Surfaces.** The interior surfaces of Unit and appurtenant garage perimeter walls, ceilings and floors contained within a Unit and its appurtenant garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(j) **Garage and Unit Exterior Lights.** Any exterior lighting fixtures affixed to garage front exteriors or Unit exteriors.

(k) **Construction between Unit and Garage.** The floor and wall construction and space between a Unit and its appurtenant garage.

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

(a) **Driveways.** The responsibility and costs of maintenance, repair, and replacement of each driveway, including snow removal, shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.

(b) **Walkways.** The responsibility and costs of maintenance, repair, and replacement of each walkway, including snow removal, shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.

(c) **Porches.** The responsibility and costs of maintenance, repair, and replacement of each porch, including snow removal, shall be borne by the Co-owner of the unit to which such Limited Common Element is appurtenant.

(d) **Patios.** The responsibility and costs of maintenance, repair and replacement of each patio shall be borne by the Co-owner of the unit to which such Limited Common Element is appurtenant.

(e) **Yard Areas.** The responsibility and costs of lawn and landscape care over the entire project shall be borne by the Association, including that contained within Limited Common Element yard areas.

(f) **Air Conditioner Compressors and Pads.** The responsibility and costs of maintenance, repair and replacement of each individual air conditioner compressor and pad shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

(g) **Garage Doors and Garage Door Openers.** The repair, replacement and maintenance of all garage doors and garage door openers and the costs thereof, shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant.

(h) **Doors and Windows.** The responsibility and costs of maintenance, repair, and replacement of doors, windows, and window screens shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period).

(i) **Interior Surfaces.** The costs of decoration, maintenance, repair, and replacement of all surfaces shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(j) **Exterior Lighting.** The cost of electricity for the exterior lighting fixtures attached either to a Unit or garage shall be metered by the individual electric meter of the Co-owner to whose Unit or garage the same are respectively attached and shall be paid by such individual Co-owner without reimbursement therefor from the Association. Replacement of all light bulbs shall be the responsibility of the Co-owner of the Unit to which the respective light fixtures are appurtenant. 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 without prior written approval from the Association.

(k) **Construction between Unit and Garage.** The costs of decoration, maintenance, repair, and replacement of all construction between the Unit and its appurtenant garage shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(l) **Utility Costs.** All costs of electricity, natural gas, water, sewer, telecommunications, cable, trash collection, or other utilities or services shall be borne by the Co-owner of the Unit receiving such utilities or services.

(m) **Garage Parking Spaces.** The cost of maintenance, repair and replacement of each garage parking space shall be borne by the Co-owner of the Unit to which the garage parking space is appurtenant.

(n) **Dryer Vents.** The responsibility and cost of maintenance, repair, and replacement of dryer vents shall be borne by the Co-owner of the Unit to which the vents are appurtenant.

(o) **Other.** The costs of maintenance, repair, and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The costs of decoration, maintenance, repair, restoration, renovation and replacement of a General or Limited Common Element incurred as a result of the conduct of one or more Co-owners or incurred as a result of the conduct of a member of any Co-owner's family, or incurred as a result of the conduct of a tenant or nonCo-owner occupant, licensee or invitee of any Co-owner shall be paid by the Association and specially assessed against the Condominium Unit or Units owned by the Co-owner or Co-owners whose conduct or the conduct of any member of Co-owner's family, or the conduct of Co-owner's tenant, nonCo-owner occupant, licensee or invitee, caused such costs to be incurred. Such costs shall be specially assessed against each of the Condominium Units owned by each responsible Co-owner equally so that the total of these special assessments against the Condominium Units equal the total of the expenses incurred.

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

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Oakwood Place of Holly as prepared by Alpha Geomatics and attached hereto as Exhibit B. The architectural plans and specifications are on file with the Village of Holly. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

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

ARTICLE VI

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS; ASSIGNMENT AND REASSIGNMENT OF LIMITED COMMON ELEMENTS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article, subject to the requirements of the approved final site plan, and all applicable laws and ordinances; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Construction and Sales Period, subject solely to any necessary approvals by the Village of Holly but without the consent of any other Co-owner or any mortgagee of any Unit, to take the following action:

(a) Subdivide Units. Subdivide or re-subdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors, or assigns.

(b) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, that existing shafts and chases are not disturbed, and that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided bylaw, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors, or assigns.

(c) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary

for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries 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 the Developer, its successors, or assigns.

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

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

(a) Subdivision of Units. The Co-owner of a Unit may subdivide his or her Unit or upon request to and approval by the Association, by the Village, and in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association involved shall present the mailer to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, assigning new identifying numbers to the new Units, designating the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Condominium Association, has been recorded in the office of the Oakland County Register of Deeds.

(b) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association, and in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association involved shall present the mailer to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value (if necessary) and providing for conveyance between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed, duly executed by the Condominium Association, has been recorded in the office of the Oakland County Register of Deeds.

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

ARTICLE VII

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 3. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises) including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or Bylaws. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters and other Common Elements located within any Unit or its appurtenant Limited Common Elements. It is also a matter of concern that a Co-owner may fail

to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment installment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developers 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, fiber optic service, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state, or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 5. Emergency Vehicle and Service Vehicle Access. There shall exist for the benefit of the Village of Holly, or other emergency or public service agency or authority, an easement over all driveways in the Condominium for use by the emergency and/or service vehicles of the Village or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergence or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any driveways to the public.

ARTICLE VIII

AMENDMENT

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

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

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

Section 3. By Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees in the Project.

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

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

ARTICLE IX

ASSIGNMENT

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

WM BYE LLC,
a Michigan limited liability company

By: _____
William Bye, Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this _____ of _____, 2025, the foregoing Master Deed was acknowledged before me by William Bye, the Manager of WM Bye LLC, a Michigan limited liability company, on behalf of the company.

_____
Notary Public

Drafted by and when recorded return to:

Adam Randall (P73758)
Tilchin & Hall, P.C.
39500 High Pointe Blvd., Ste. 470
Novi, MI 48375
(248) 349-6203