

STATE OF MICHIGAN  
COUNTY OF KENT  
RECEIVED FOR RECORD

^DECI^ 11 2-56

*[Signature]*  
REG. OF DEEDS

CONFIRM that this is a true and correct copy of the original document.  
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1^10. 19 99  
*May Lowan*  
**Dr**l\*\*!\*! — <<\*\*\*

**MASTERDEED**

**SANTREE**

(Act 59, Public Acts of 1978,  
as amended)

Kent County Site Condominium Subdivision Plan No. 484

- (1) Master Deed establishing Santree, a Site Condominium Project.
- (2) Exhibit "A" to Master Deed: Condominium Bylaws of Santree.
- (3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for Santree.
- (4) Exhibit "C" to Master Deed: Proof of Service of Notice of Intention to Establish Site Condominium.
- (5) Exhibit "D" to Master Deed: Consent to Submission of Real Property to Condominium Ownership.
- (6) Exhibit "E" to Master Deed: Solon Township Ordinance adopted July 20, 1999.

No interest in real estate being conveyed hereby, no revenue stamps are required.

Drafted by and Return to  
After Recording:

Todd A. Hendricks  
RHOADES, McKEE, BOER,  
GOODRICH & TITTA  
600 Waters Building  
161 Ottawa Avenue, N.W.  
Grand Rapids, MI 49503  
(616)235-3500

p.p. MI-oZ-ZZ-400-001  
Verified by PD & M GM SpUp 68

**MASTER DEED****SANTREE**

(Act 59, Public Acts of 1978,  
as amended)

This Master Deed is made and executed on this 9th day of December, 1999, by Holshoe Land Company, L.L.C., a Michigan limited liability company, of 2330 Strawberry Farms, Belmont, Michigan 49306, hereinafter referred to as the "**Developer.**"

**WITNESSETH:**

WHEREAS, the Developer is engaged in the construction of a residential site condominium project to be known as Santree (the "Project"), Solon Township, Kent County, Michigan on the parcel of land described in Article II; and

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Santree as a site condominium project under the Act and does declare that the Project will 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, all of which will be deemed to run with the land and will be a burden and a benefit to the Developer, their heirs, personal representatives, successors and assigns, and to any persons acquiring or owning an interest in the Project, their grantees, successors, heirs, personal representatives, administrators and assigns. In furtherance of the establishment of the Project, it is provided as follows:

**ARTICLE I****NATURE OF PROJECT**

1.1 ~~Nature of Project.~~ The project initially consists of 45 individual Unit condominium sites, as set forth completely in the Condominium Subdivision Plan, and each Unit is capable of individual utilization. In accordance with Article VI, the project may be expanded to contain a total of 73 Units. Until the recording of the "as built," if any, provisions of the Subdivision Plan, the Developer reserves the exclusive right to change or modify the size and/or location of any site or Unit and/or Common Element without the consent of any Co-Owner so long as such changes do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other

significant attribute of any Unit which adjoins or is proximate to the modified Unit or Common Element.

1.2 Go-Owner Rights. Each Co-Owner in the Project will have a particular and exclusive property right to his Unit and to the Limited Common Elements appurtenant thereto, and will have an undivided and inseparable right to share with other Co-Owners, the General Common Elements of the Project as designated by this Master Deed.

**ARTICLE II**

**LEGAL DESCRIPTION**

2.1 Legal Description. The land which is hereby submitted to condominium ownership pursuant to the provisions of the Act is described as follows:

Part of the SE 1/4 of Section 22, T10N, R11W, Solon Township, Kent County, Michigan, described as: Commencing at the South 1/4 corner of said Section; thence N0°23'54"E 43.00 feet along the North - South 1/4 line of said Section to the Place of Beginning; thence continuing along said 1/4 line N0°23'54"E 2546.48 feet to a point which is 43.00 feet South of the Center of said Section; thence N89°48'54"E 1145.11 feet parallel to the East - West 1/4 line of said Section; thence S0°11'06"E 73.28 feet; thence S06°06'15"E 284.46 feet; thence S41°03'38"W 118.43 feet; thence S25°05'08"E 157.32 feet; thence S28°02'11"W 137.69 feet; thence S21°27'08"W 608.70 feet; thence S0a16'44"W 1274.65 feet; thence N90°00'00"W 887.74 feet parallel to the South line of said Section to the Place of Beginning. Also, part of the Southeast 1/4 of Section 22, T10N, R11W, Solon Township, Kent County, Michigan, described as: Commencing at the East 1/4 corner of said Section 22; thence S89°48'54"W 43.0 feet along the East - West 1/4 line to the West right of way line of Simmons Avenue, thence S0°02'26"W 43.0 feet to the South right of way line of Wiersma Street and the Place of Beginning of this description; thence continuing S0°02'26"W 467.0 feet along the West right of way line of Simmons Avenue; thence S89°48'54"W 267.0 feet along the South line of the North 510 feet of said SE 1/4; thence S0°02'26"W 225.0 feet; thence N89°48'54"E 267.0 feet; thence S0o02'26"W 585.42 feet along said West right of way line; thence S89°54'28"W 1727.18 feet along the South line of the North 1/2 of said SE 1/4; thence N21°27'08"E 608.70 feet; thence N28°28'11"E 137.69 feet; thence N73°27'44"E 100.53 feet; thence S38°13'52"E 99.94 feet; thence S10°05'12"E 108.01 feet; thence S47a42'23"W 100.15 feet; thence N73°43'33"W 125.57 feet; thence S38°12'24"W 109.63 feet; thence S03°39'39"E 124.93 feet; thence S39°H'28"E 275.49 feet; thence N89°53'47"E 918.62 feet; thence NOWW 461.48 feet, thence N22°47'31"W 187.98 feet; thence N10o50'47"W 171.64 feet; thence N30°32'38"W 176.57 feet; thence N36°29'44"W 109.85 feet; thence N80°49'31"W 385.50 feet; thence S65°26'50"W 144.49 feet; thence N72°55'28"W 274.46 feet; thence N0°H'06"W 73.28 feet; thence N89°48'54"E 1459.23 feet along said South right of way line of Wiersma Street to the Place of Beginning. Subject to easements and restrictions of record. Containing 77.76 acres, more or less.

**ARTICLE III**

**DEFINITIONS**

3.1. Definitions. Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the Santree 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 the Project. As used in such documents, unless the context otherwise requires:

(a) Act. "Act" or "Michigan Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(b) Administrator. "Administrator" means the Michigan Department of Commerce, designated to serve in such capacity by the Act.

(c) Association. "Association" means Santree Condominium Association, a Michigan non-profit corporation organized under the laws of Michigan, of which all Co-Owners will be members, which corporation will administer, operate, manage and maintain the Project. Any action required of or permitted to the Association will be exercisable by its Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(d) Building Envelope/Buildable Area. Building Envelope or Buildable Area means the land depicted on the Condominium Subdivision Plan located within each Unit to be used for the purpose of erecting and maintaining a residence.

(e) Bylaws. "Bylaws" means Exhibit "A" attached hereto which form a part of this Master Deed. The Bylaws also constitute the corporate bylaws of the Association as provided under the Michigan Nonprofit Corporation Act.

(f) Common Elements. "Common Elements" where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV. A Common Element will not be separable from the Condominium Unit or Units to which it is appurtenant, except as specifically provided in this Master Deed.

(g) Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" attached hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, all as amended from time to time.

(h) Condominium Property. "Condominium Property" means the land described in Article II, as amended, together with all easements, rights and appurtenances.

(i) Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" attached hereto.

(j) Condominium Unit. "Condominium Unit" or "Unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed.

(k) Co-Owner. "Co-Owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns a Condominium Unit in the Project. The term "Owner", wherever used, will be synonymous with the term "Co-Owner". If a Unit is sold pursuant to a land contract that grants possession of the Unit to the vendee, the land contract vendee will be the Co-Owner of that Unit so long as such land contract is executory, except as otherwise provided in the land contract if a copy of the land contract is filed with the Association and except that the land contract vendor and vendee will have joint and several responsibility for assessments by the Association.

(l) Developer. "Developer" means Holshoe Land Company, L.L.C., a Michigan limited liability company, who has made and executed this Master Deed, its grantees, successors and assigns. Grantees, successors and assigns will always be deemed to be included within the term "Developer" whenever, however and wherever used in the Condominium Documents, unless specifically stated otherwise.

(m) Development Period. "Development Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale, or for so long as the Developer is entitled to expand the Project as provided in Article VI hereof.

(n) First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held either (1) within fifty-four (54) months from the date of the first Unit conveyance, or (2) within one hundred twenty (120) days after seventy-five percent (75%) of all Units which may be created are sold, whichever first occurs.

(o) General Common Elements. "General Common Elements" means those Common Elements of the Project described in Section 4.1 which are for the use and enjoyment of all Co-Owners, subject to such charges as may be assessed to defray the cost of operation thereof.

(p) Limited Common Elements. "Limited Common Elements" means those Common Elements of the Project described in Section 4.2 which are reserved for the exclusive use of the Co-Owners of a specified Unit or Units.

(q) Master Deed. "Master Deed" means this instrument, together with the exhibits attached hereto and all amendments thereof, by which the Project is submitted to condominium ownership.

(r) Percentage of Value. "Percentage of Value" means the percentage assigned to each Unit which is determinative of the value of a Co-Owner's vote at meetings of the Association when voting by value or by number and value and the proportionate share of each Co-Owner in the Common Elements of the Project and the proceeds and expenses of administration.

(s) Project. "Project" or "Condominium" means Santree, a residential site condominium development established in accordance with the provisions of the Act.

(t) 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 that may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

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

## ARTICLE IV

### COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) Land and Improvements. All land and surface improvements (including, but not limited to, private roadway improvements) not located within the boundaries of a Condominium Unit. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit will be owned in their entirety by the Co-Owner of the Unit in which they are located and will not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements;

(b) Electrical. The electrical transmission system that exists or shall exist throughout the Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(c) Telephone. The telephone system and any other telecommunications system that exists or shall exist throughout the Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(d) Gas. The gas distribution system, if any, that exists or shall exist throughout the Project up to the point where the service is stubbed for connection with each residence that now or hereafter is constructed within the boundaries of a Unit;

(e) Stormwater Management System. The stormwater management system, including all stormwater management improvements, facilities and equipment, in the locations depicted on the Condominium Subdivision Plan as Exhibit B;

(f) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to each residence that now or hereafter is constructed within the boundaries of a Unit; and

(g) Miscellaneous. All other Common Elements of the Project not herein designated as 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 or safety of the Project.

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

4.2 Limited Common Elements. Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-Owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Project's Limited Common Elements are as follows:

(a) Subterranean Land. The land located within Unit boundaries, from and below a depth of fifteen (15) feet, as shown on the Subdivision Plan attached as Exhibit B,

(b) Miscellaneous. Any other improvements constructed by the Developer and designated Limited Common Elements appurtenant to a particular Unit or Units in an amendment to the Master Deed made by Developer.

4.3 Maintenance. The costs of maintenance, repair and replacement of all improvements within the boundaries of a Unit will be borne by the Co-Owner of the Unit. The appearance of all buildings, garages, patios, decks, open porches, screened porches and other improvements within a Unit will be properly maintained by the Co-Owner at all times and in

accordance with the terms of this Master Deed, the Bylaws attached hereto, and any rules and regulations promulgated by the Association or its Board of Directors. The costs of maintenance, repair and replacement of all General Common Elements described above will be borne by the Association EXCEPT to the extent of repair and replacement due to the act or neglect of a Co-Owner or the agent, invitee, licensee, family member or pet of a Co-Owner, which repair and replacement shall be at the Co-Owners' sole cost and expense.

It shall be the responsibility of the Association to ensure that the private road system within the Project shall be regularly maintained, repaired and snowplowed so as to afford continuous and safe and unimpeded passage for vehicles (including emergency vehicles) under all weather conditions, and that the roads comply with the requirements of the Ordinance adopted by Solon Township on July 20, 1999, and other applicable provisions of Township ordinances. Attention is directed to the Solon Township Zoning Ordinance which provides that the owners of the private road shall indemnify and hold the Township harmless from claims for personal injury or property damage arising out of the use of the private road or failure to properly construct, maintain, use or repair it.

4.4 Assignment and Reassignments of Limited Common Elements. Portions of a Unit may be reassigned to accomplish Site boundary relocations contemplated by Article X, and other Limited Common Elements may be reassigned as desired by Co-Owners, upon notice to any affected mortgagee by an amendment to the Master Deed by the Developer or by written application to the Board of Directors of the Association by all Co-Owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-Owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval thereof. All affected Co-Owners must consent to any reassignment of a Limited Common Element. In the reassignment of a Unit, the affected Co-Owners shall consist of the Co-Owner desiring to assign the Unit appurtenant to his Unit and the proposed assignee Co-Owner of the Unit.

4.5 Power of Attorney. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer during the Development Period, and thereafter the Association, as agent and attorney in connection with all matters concerning the General Common Elements depicted on the Condominium Subdivision Plan and their respective interests in the General Common Elements depicted on the Condominium Subdivision Plan. Without limitation on the generality of the foregoing, the Developer or the Association, as the case may be, will have full power and authority to dedicate to public use, grant easements over or convey title to the land constituting the General Common Elements depicted on the Condominium Subdivision Plan or any part thereof, and to execute all documents and to do all things on behalf of the Co-Owners' mortgagees and other interested persons as are necessary or convenient in the exercise of such powers, provided all Units continue to have reasonable access to such General Common Elements.

4.6 Septic Systems. All Co-Owners must comply with the rules and regulations of the Kent County Health Department, including, but not limited to, the following:

a. Except as otherwise approved by the Developer and the Kent County Health Department, all septic systems and drainfields must be located on the Unit at least ten (10) feet from the Unit boundary line.

b. Each Co-Owner is solely responsible for the installation, maintenance, repair and replacement of the septic system on his Unit in good working order and must comply with all applicable governmental regulations, unless otherwise waived by the applicable governmental agency. Neither the Developer nor the Association will be responsible for such installation, maintenance, repair and replacement and compliance.

c. Each Co-Owner must submit an application to obtain a permit from the Kent County Health Department for a septic tank and a drainfield. Each application must be accompanied by a lot development plan, drawn to scale and locating the Unit, private drives and rights of way, utilities, Unit lines, building sites and proposed well and septic locations. The Kent County Health Department may require the submission of a topographical map showing the existence and proposed contours of the Unit as part of the application process. The proposed contours, if such a topographical map is required, cannot exceed two (2) feet, unless otherwise waived by the Kent County Health Department.

d. Site modification in the area of the initial and replacement waste water disposal systems (drainfields) may be required by the Kent County Health Department. This modification may include soil removal and backfill with approved washed sand (2NS) or raised mound type systems.

e. Utilities, buildings, drives or other structures which may interfere with the installation and operation of the on-site sewage disposal system shall not be permitted within the designated initial and replacement sewage disposal areas as indicated on the permit issued by the Kent county Health Department.

f. Sewage disposal absorption systems for Units 1-73 shall be located as indicated on the plans submitted to the Kent County Health Department by Roosien Land Surveys, dated August 24, 1999.

g. In addition to the above, Solon Township requires that private septic tanks and drainage systems shall not be located closer than one hundred (100) feet from any identified regulated wetland. All septic tank systems shall be pumped out at least once every two (2) years. Written proof of such pumping shall be made available to the Township upon request.

ENVIRONMENTAL HEALTH DIVISION  
KENT COUNTY HEALTH DEPARTMENT  
700 FULLER, N.E.  
GRAND RAPIDS, MICHIGAN 49503  
PHONE: 336-3089

*Bonnie Lee Young, AS 12/2/99*

4.7 Water Systems. All Co-Owners must comply with the rules and regulations of the Kent County Health Department, including, but not limited to, the following:

- a. Individual water supply systems will be permitted on a Unit solely to provide water for domestic consumption at the residence on the Unit and for irrigation purposes, swimming pools, and other nondomestic uses on the Unit.
- b. The Co-Owner shall be solely responsible for the installation, maintenance, repair and replacement of the water supply system on the Unit in good order and working condition and must comply with all applicable governmental regulations, unless otherwise waived by such governmental agency. Neither the Developer nor the Association shall be responsible for the installation, maintenance, repair or replacement of the water supply system on any Unit.
- c. A permit from the Kent County Health Department (KCHD) is required prior to the installation or major repair of any on-site water supply. As part of the application the KCHD may require a site plan of the property upon which the water supply is or will be located. Required features may include property boundaries, elevations, buildings, sewage disposal system, surface water bodies, wells, underground fuel storage tanks, chemical storage areas, driveways and other significant details.
- d. All water supply system wells installed for private water supply must penetrate an adequate protective continuous clay overburden of at least ten (10) feet of continuous thickness, unless otherwise waived or modified by the Kent County Health Department prior to the completion of the well. This overburden to be located greater than twenty five (25) feet below the ground surface.
- e. All wells must be grouted in accordance with the Michigan Department of Environmental Quality water well grouting requirements.
- f. Test wells within the development indicate the water supply wells to range from 109 to 118 feet deep.
- g. Co-Owners may consider the installation and utilization of water treatment devices to reduce the elevated levels of hardness and iron which can occur in well water.

4.8 Condominium Unit Use. Except as set forth herein, Condominium Units will not be separable from the Common Elements appurtenant thereto, and will not be used in any manner inconsistent with the purposes of the Project or in any other way 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 appurtenant thereto.

ENVIRONMENTAL HEALTH DIVISION  
KENT COUNTY HEALTH DEPARTMENT  
700 FULLER, N.E.  
GRAND RAPIDS, MICHIGAN 49503  
PHONE: 336-3089

/s/ W. DeYoung, RS 12/2/99

## ARTICLE V

### DESCRIPTION AND PERCENTAGE OF VALUE

5.1 Description of Units. A complete description of each Condominium Unit in the Project is set forth in the Condominium Subdivision Plan as surveyed by Roosien Land Surveys. Each Unit will consist of the land contained within the Unit boundaries as shown in Exhibit "B".

5.2 Percentage of Value. The percentage of value assigned to each Unit are equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value. The percentage of value assigned to each Unit will be determinative of each Co-Owner's respective share of the Common Elements of the Condominium Project, each respective Co-Owner's proportionate share in the proceeds and the expenses of administration and the value of such Co-Owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

## ARTICLE VI

### EXPANSION OF CONDOMINIUM

6.1 Area of Future Development. The Project established pursuant to the initial Master Deed consists of 45 Units. The Developer may, at its election and without the consent of any Co-owners, expand the condominium project to contain a total of 73 Units. All or any portion of the following described real property (the "Expansion Area"), may be included in Santree:

Part of the Southeast 1/4 of Section 22, T10N, R11W, Solon Township, Kent County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence S89°48'54"W 1502.40 feet along the East - West 1/4 line; thence S0°ir06"E 43.0 feet to the South right of way line of Wiersma Street and the Place of Beginning of this description; thence S06°06'15"E 284.46 feet; thence S41°03'38"W 118.43 feet; thence S25°05'09"E 157.32 feet; thence N73°27'44"E 100.53 feet; thence S38°13'52"E 99.94 feet; thence S10°05'12"E 108.01 feet; thence S47°42'23"W 100.15 feet; thence N73°43'33"W 125.57 feet; thence S38°12'24"W 109.63 feet; thence S03°39'39"E 124.93 feet; thence S39°ir28"E 275.49 feet; thence N89°53'47"E 918.62 parallel with the South line of the North 1/2 of said SE 1/4; thence N0°00'W 461.48 feet; thence N22°47'31"W 187.98 feet; thence N10°50'47"W 171.64 feet; thence N30°32'38"W 176.57 feet; thence N36°29'44"W 109.85 feet; thence N80°49'31"W 385.50 feet; thence S65°26'50"W 144.49 feet; thence N72°55'28"W 274.46 feet to the Place of Beginning.

6.2 Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending six (6) years after initial recording of this Master Deed, be increased by the addition to this Project of all or any portion of any area of future development and the establishment of units thereon. No unit will be created within any part of the area of future development which is added to the Project that is not restricted exclusively to residential use.

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

6.4 Amendment to Master Deed and Modification of Percentages of Value. An increase in size of this Project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments in percentages of value will be made within the sole judgment of Developer. Such readjustments, however, will reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

6.5 Redefinition of Common Elements. The amendment or amendments to the Master Deed by the Developer to expand the Project may also contain such further definitions and redefinitions of General or Limited Common Elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by the amendment. In connection with any such amendments), Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any unit that is located on or planned for the area of future development from the roadways located in the Project.

6.6 Additional Provisions. The amendment or amendments to the Master Deed by the Developer to expand the Project will also contain such provisions, as Developer may determine necessary or desirable, (i) to make the Project contractible and/or convertible as to portions or all of the parcel or parcels being added to the Project, (ii) to create easements burdening or benefiting portions or all of the parcel or parcels being added to the Project, and/or (iii) to create or change

restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the units to be located within the additional parcel or parcels being added to the Project

## ARTICLE VII

### CONTRACTION OF CONDOMINIUM

7.1 Withdrawal of Lands. Any other provisions of this Master Deed notwithstanding, the Developer may, at the option of the Developer, within a period ending six (6) years after initial recording of this Master Deed, contract the Project by withdrawing any or all of the lands described in Article II from the Project, provided that no Unit which has been conveyed by the Developer may be withdrawn without the consent of the Co-Owner and mortgagee of the Unit. Other than as set forth herein, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn.

7.2 Contraction Not Mandatory. There is no obligation on the part of the Developer to contract the Project nor is there any obligation to withdraw portions thereof in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or any other form of development.

7.3 Amendment to Master Deed and Modification of Percentages of Value. A withdrawal of lands from the Project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to the Master Deed.

7.4 Redefinition of Common Elements. The amendment or amendments to the Master Deed by the Developer to contract the Project may also contain such further definitions and redefinitions of General or Limited Common Elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the parcel or parcels being withdrawn from the Project by the amendment. In connection with any such amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area withdrawn from the Project, and to provide access to any area withdrawn from the Project from the roadways located in the Project.

7.5 Additional Provisions. The amendment or amendments to the Master Deed by the Developer to contract the Project will also contain such provisions, as Developer may determine necessary or desirable, (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project, and/or (ii) to create or change restrictions or other terms and provisions affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

## ARTICLE VIII

### EASEMENTS

8.1 Easement for Maintenance of Residence Exteriors. There are hereby created easements to and in favor of the Association in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each residence that is constructed within the Project to permit any maintenance, repair and replacement to be performed by the Association as provided in Section 4.3 hereof and for access to and maintenance of those Common Elements of the Project for which the Association may be responsible.

8.2 Grant of Easements by Association. The Association is empowered to grant such easements, licenses, rights-of-entry and rights-of-ways over, under and across the Condominium Property for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or other lands that may be included within the Project, as described in Section 6.1 hereof, subject, however, to the approval of the Developer so long as the Development Period has not expired.

8.3 Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities providing utility service to the Condominium Project will have such easements as may be necessary over the Condominium Property, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration, inspection or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

8.4 Utility Easements. There is hereby created a non-exclusive peipetual easement for public and private utilities in, over and across those portions of the General Common Elements denoted as private road right-of-ways and the 10' Private Easement for Public Utilities, as depicted on the Condominium Subdivision Plan, for the benefit of the Co-Owners and for utility companies and governmental entities with respect to providing utility services to the Project, and/or having utility service facilities in the Project for the following purposes only: installment, repair, replacement, maintenance and/or extension of gas lines, electric lines, telephone lines, cablevision lines, water mains and sewer mains; including associated lines, valves, hydrants, fittings and other improvements; and rights of ingress and egress for the installation, repair, replacement, maintenance and extension of such utility services and facilities at reasonable times. All such utility services shall be installed underground.

The Developer reserves the right during the Development Period to grant easements for utilities over, under and across the Property to appropriate governmental bodies or public utility companies. Any such easement may be conveyed by the Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by either a separate easement or document or by an appropriate amendment to the Master Deed. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably and unanimously consent to such amendment or amendments of this Master Deed to effectuate the foregoing easements.

All residences constructed within the Project shall be connected to public water and/or sewer if a system with available capacity is located within a public right-of-way adjacent to the Project. The cost of constructing a sewer collection and/or water distribution system within the Project shall be borne by the owners of the Units therein. Such system(s) shall be constructed in compliance with the Township's reasonable and customary specifications and shall be dedicated to the Township or other public agency having jurisdiction when satisfactorily completed.

8.5 Roadway Easement. Developer hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads now or hereafter located in the Condominium Project for the purpose of ingress and egress from all or any portion of the Condominium Property in furtherance of any legitimate purpose, including development and operation of adjoining property.

8.6 Telecommunications Agreements. The Association, subject to the Developer's approval during the Development Period, will have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event will the Association 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, will be receipts affecting the administration of the Condominium Project within the meaning of the Act and will be paid over to and will be the property of the Association.

8.7 Termination of Easements. Developer reserves to itself, and its successors and assigns, the right to terminate, modify or revoke any utility or other easement, except the easement granted herein, granted in this Master Deed at such time as the particular easement has become unnecessary for the purposes of the Condominium Project. No easement may be terminated, modified or revoked by the Developer unless and until all Units served by it are adequately served by an appropriate substitute or replacement easement. Any termination, modification or revocation

of any such easement shall be effected only by recording an appropriate amendment to this Master Deed.

8.8 Easement for Drainage and Detention. Perpetual nonexclusive easements in favor of the Developer during the Development Period, and thereafter in favor of the Association, shall exist on, over, along, across, through and under those portions of the Project designated as Storm Water Detention Easements and Storm Water Drainage Easements on the Condominium Subdivision Plan, attached as Exhibit B, for the installation, construction, maintenance, repair and replacement of storm water drainage and detention basin facilities and equipment. All construction, maintenance, repair and replacements costs associated with such facilities and equipment located upon such easement areas shall be the responsibility of the Developer during the Development Period, and thereafter by the Association, except to the extent of repair or replacement caused by an intentional or negligent act of a Co-owner or his agents, invitees, or family members.

8.9 Walkway Easements. Perpetual nonexclusive easements in favor of Unit Co-owners, their family members, guests and pets, shall exist on, over and across those portions of the Project designated as 10' Wide Walkways on the Condominium Subdivision Plan, attached as Exhibit B, for pedestrian ingress and egress. Walkway improvements constructed within such easement areas shall be maintained and repaired by the Association, except to the extent of repair or replacement caused by an intentional or negligent act of a Co-owner or his family member, guest or pet.

## ARTICLE IX

### UNIT IMPROVEMENTS OR ALTERATIONS

9.1 Unit Improvements or Alterations. The only improvements permitted to be constructed within a Unit by any Co-Owner, other than the Developer, is a single family residence and associated improvements as contemplated and permitted by the Condominium Master Deed and Bylaws and by the ordinances of Solon Township. A Co-Owner may make improvements or alterations to the residence within a Condominium Unit that do not impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the Unit, subject to the restrictions contained within the Bylaws and any rules and regulations promulgated by the Association or its Board of Directors.

9.2 Building Envelope. No residence, garage or accessory building, or any portion thereof, may be erected or maintained except wholly within the Building Envelope within any Unit.

**ARTICLE X****UNIT BOUNDARY RELOCATIONS**

10.1 Unit Boundary Relocation/Solon Township Approval. The Developer may, without the consent of other Co-Owners or the Association, amend this Master Deed to relocate the boundaries of Units owned by the Developer as desired by the Developer. If non-developer Co-Owners owning adjoining Units, or a non-developer Co-Owner and Developer owning adjoining Condominium Units desire to relocate the boundaries of those Units or either of those Units, then the Board of Directors of the Association will, upon written application of the Co-Owners, accompanied by the written approval of the Developer during the Development Period and, in any event, of all mortgagees of record of the adjoining Units, forthwith prepare or cause to be prepared an amendment to this Master Deed duly relocating the boundaries. No relocation of the boundaries shall result in the creation of any additional Unit. Any alteration of Unit boundaries, redefinition of common areas, or change to the Project which differs from the development approved by Solon Township shall not be effective unless and until approved by Solon Township, in accordance with the procedures for such amendment.

10.2 Master Deed Amendment. An amendment to this Master Deed relocating Unit boundaries will identify the Condominium Units involved; will state that the boundaries between those Condominium Units are being relocated by agreement of the Co-Owners thereof; will contain conveyancing between those Co-Owners; will reassign the aggregate percentage of value assigned to those Condominium Units in Article V between those Condominium Units if necessary to reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project; and will be executed by the Co-Owners of the Units involved. The Association will execute and record any amendment by the Association relocating Unit boundaries after notice given pursuant to Section 11.1(i) and payment of the costs and expenses of the amendment by the Co-Owners requesting the amendment as required by Section 11.1(j).

**ARTICLE XI****AMENDMENT**

11.1 Amendment. Except as otherwise expressly provided in this Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibits A and B be amended, except as follows:

(a) No Material Change. Amendments may be made without the consent of Co-Owners or mortgagees by the Developer during the Development Period, and thereafter by the Association, as long as the amendment does not materially alter or change the rights of a Co-Owner or mortgagee, including, but not limited to, amendments for the purpose of (i) a modification of the types and sizes of unsold Units and their appurtenant Limited Common Elements, (ii) correcting survey or other errors, (iii) making minor changes to the boundaries of the Project and/or (iv) facilitating mortgage loan financing for existing or prospective Co-Owners and to enable or facilitate the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veteran's Administration, the Department of Housing and Urban Development, any other agency of the federal government or the State of Michigan and/or any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

(b) Material Change. Amendments may be made by the Developer during the Development Period, and thereafter by the Association, even if it will materially alter or change the rights of the Co-Owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-Owners and mortgagees. A Co-Owner will have one (1) vote for each Unit owned (including, as to the Developer, all Units created by the Master Deed not yet conveyed). A mortgagee will have one (1) vote for each Unit mortgaged to the mortgagee. The required two-thirds (2/3) vote will be two-thirds (2/3) of the number of Units increased by the number of Units subject to mortgages. The required votes may be achieved by written consent of the required two-thirds (2/3) of the Co-Owners and mortgagees or, as to non-Developer Co-Owners, by consent established by the vote of the Co-Owner by any voting method described in the Bylaws.

(c) Legal Compliance. Amendments may be made without the consent of Co-Owners or mortgagees by the Developer, even if such amendment will materially alter or change the rights of the Co-Owners or mortgagees, to achieve compliance with the Act or with rules, interpretations or orders promulgated by the Administrator pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

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

Owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-Owner's consent.

(e) Consolidating Master Deed. A Consolidating Master Deed will be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of documents the Project as constituted after all expansions, contractions and conversions. The Consolidating Master Deed, when recorded, will supersede the previously recorded Master Deed and all amendments thereto. The Consolidating Master Deed may incorporate by reference all or any pertinent portions of this Master Deed, as amended, and the Exhibits hereto, or, at the election of the Developer, may restate any or all of the provisions of this Master Deed, as amended, and the Exhibits hereto, deleting provisions or parts of provisions that have been superseded, or whose effectiveness has expired, or which benefit the Developer. If no expansion, contraction or conversion of convertible areas of lands occurs, no Consolidating Master Deed need be recorded.

(f) Developer Rights to Amend. The restrictions contained in this Article XI on amendments will not in any way affect the rights of Developer as set forth elsewhere in this Master Deed.

(g) Power of Attorney. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably and unanimously consent to the Developer and/or the Association making any amendment or amendments authorized by this Master Deed to be made by the Developer or the Association respectively, including the Consolidating Master Deed, and to any reallocation of percentages of value determined by the Developer or the Association to be necessary in conjunction with such amendment or amendments. All such interested persons by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer and/or the Association as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed authorized to be made by the Developer or the Association respectively, and all ancillary documents necessary to effectuate such amendments.

(h) Developer Consent. This Master Deed may not be modified during the Development Period without the written consent of the Developer.

(i) Notice. Co-Owners and mortgagees of record in Kent County, Michigan will be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

(j) Costs. A person causing or requesting an amendment to the Condominium Documents will be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-Owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

(k) Solon Township Consent. The provisions of the Master Deed and Bylaws are subject to the Ordinance adopted on July 20, 1999, by Solon Township, concerning the Santree Condominium Planned Unit Development, attached hereto as Exhibit E, and other applicable ordinances and laws. The Ordinance attached hereto as Exhibit E contains requirements not included in the Master Deed or Bylaws and should be carefully reviewed by all Unit Co-owners. Except with respect to subjects for which the Master Deed or Bylaws provide more stringent standards, The Ordinance attached as Exhibit E and all other applicable ordinances and laws shall prevail. The Developer or Association shall not amend the Condominium Documents, nor exercise discretion granted therein in such a manner to violate said ordinances or laws.

(l) Recording. All amendments will be effective upon recording in the office of the Kent County Register of Deeds.

(m) Binding. A copy of each amendment to the Master Deed will be furnished to every Co-Owner. However, any amendment to the Master Deed that is adopted in accordance with this Article will be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE XII

### ASSIGNMENT

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

*[Developer's Signature Follows on Next Page]*

