

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 6 years next preceding the date of this instrument.

Samuel E Muma ^{of} 12.22.25

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MASTER DEED

OAKWOOD CIRCLE CONDOMINIUMS

A 44 Unit CONDOMINIUM PROJECT LOCATED IN
THE CITY OF FENTON, GENESEE COUNTY, MICHIGAN

Tax ID No: 53-25-200-037

Plan # 463

MASTER DEED

OAKWOOD CIRCLE CONDOMINIUMS

This Master Deed is made and executed on this 9th day of December, 2025, by LAMITCH, LLC, a Michigan corporation, whose office address is 1500 Fountain View Dr, Brighton, Michigan 48114, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

WHEREAS, Lamitch, LLC, the Successor Developer desires, by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (said exhibits 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.

WHEREAS, the Condominium Project was timely withdrawn from the Master Deed of Pine Creek North, dated April 13, 2005, and recorded on May 2, 2005 in Instrument 200505020045453, and a Second Amendment to the Master Deed of Pine Creek North dated January 20, 2011, recorded on January 21, 2011, in Instrument 201101210003873 which identified Units 9 through 56 Parcel of Pine Creek North condominium project as part of the Additional Condominium Parcel. The City approved the split of the Additional Parcel from the Remainder Parcel (Nursing Facility Property) and the withdrawal from the Additional Parcel the property consisting of approximately 8.86 acres (the "Units 9 through 56 Parcel) and combined those 48 Units into a single tax number.

WHEREAS, the Condominium Project (Units 9 through 56) is subject to a Planned Unit Development Agreement entered into with a former developer, known as Pine Creek North Development Company, LLC and the City of Fenton, and recorded on October 18, 2005, Genesee County Register of Deeds, Instrument 200510180101061. This former developer amended the PUD on December 11th, 2013 to show the sale of a portion of the Property to Fenton Real Estate Company, LLC for the purpose of showing the splits between the Remainder Parcel, owned by Pine Creek North Development Company, LLC, the 8.86 acres (the Units 9 through 56) and the balance of the Additional Parcel now successively owned by Fenton Real Estate Company, LLC and to define the new agreements between the respective parties and the City of Fenton. This First Amendment to the PUD was recorded on February 18, 2014 with the Genesee County Register of Deeds at Instrument 201402180007033. A second amendment to the PUD was made between Pine Creek North Development Company, LLC, Fenton Real Estate and the City to further define obligations both established in the original PUD Agreement and then amended in the First Amendment to the PUD which obligations were outside the scope of the 8.86 acres. These agreements were recorded with the Genesee County Register of Deeds as the Second Amendment to the Planned Unit Development for Pine Creek North dated December 14, 2015 at Instrument 201601250003861.

NOW, THEREFORE, the Developer, by recording this Master Deed, hereby establishes Oakwood Circle Condominiums as a condominium project, as defined in Section 4 of the Act, and declares that Oakwood Circle Condominiums shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized subject to the provisions of the Act and 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 be a burden thereupon and a benefit to the Developer, its successors, and its assigns, and any persons acquiring or owning an interest in the Condominium Premises and their grantees, successors, heirs, personal representatives, and assigns, together with the other governing documents as described herein.

ARTICLE I OVERVIEW

The Condominium Project shall be known as Oakwood Circle Condominiums, Genesee County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act. This Master Deed is made to establish the Condominium Project, which shall be known as Oakwood Circle Condominiums, and which is shown on the attached Exhibit B. The Condominium is established in accordance with the Act. The Units contained in the Condominium Project, including the number, boundaries, dimensions, area, and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to either a public road or a Common Element of the Condominium Project. Each Co-Owner in the Condominium shall have an exclusive right to the Unit owned by said Co-Owner and shall have an undivided and inseparable right to share with other Co-Owners in the Common Elements.

ARTICLE II LEGAL DESCRIPTION

The land that comprises the Condominium Premises established by this Master Deed is located in the City of Fenton, County of Genesee, State of Michigan, and is legally described as follows:

Part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 25, Town 5 North, Range 6 East, City of Fenton, Genesee County, Michigan, described as follows: Beginning at a point distant North 01 degrees 33 Minutes 24 Seconds West 663.76 feet and South 89 Degrees 24 Minutes 40 Seconds West 2,003.59 feet from the East $\frac{1}{4}$ corner of said Section 25; thence South 00 Degrees 35 Minutes 20 Seconds East 715.88 feet; thence along an arc 46.55 feet to the left, said curve having a radius of 700.00 feet, a central angle of 03 Degrees 48 Minutes 36 Seconds and a chord bearing South 89 Degrees 10 Minutes 38 Seconds West 46.54 feet; thence North 88 Degrees 54 Minutes 51 Seconds West 327.61 feet; thence North 05 Degrees 07 Minutes 42 Seconds East 153.23 feet; thence South

89 Degrees 00 Minutes 22 Seconds West 73.00 feet; thence North 33 Degrees 18 Minutes 48 Seconds West 123.00 feet; thence North 01 Degrees 54 Minutes 02 Seconds West 173.00 feet; thence South 89 Degrees 24 Minutes 40 Seconds West 190.00 feet; thence North 01 Degrees 56 Minutes 06 Seconds West 278.19 feet; thence North 89 Degrees 24 Minutes 40 Seconds East 698.73 feet to the POINT OF BEGINNING. Said description contains 385,724 square feet, or 8.86 acres more or less.

Tax ID #: 53-25-200-037

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Together with and subject to easements, restrictions, and governmental limitations of record, and the rights of the public or any governmental unit in any part of the subject property taken or used for road, street, or highway purpose. The obligations of the Developer under the foregoing instruments are or shall be assigned to, and thereafter performed by, the Association on behalf of the Co-Owners. Also subject to the easements and reservations established and reserved in Article VI and X below. This Master Deed is further subject to a certain PUD Agreement dated June 17th 2005, amended on December 11, 2013 and further amended on December 14, 2015, and recorded in the Genesee County Register of Deeds.

ARTICLE III DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, the Association Bylaws, and the rules and regulations established by the Association consistent with the Condominium Documents and the Act, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in Oakwood Circle Condominium. Whenever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended.

Section 3.2 "Association" means the Oakwood Circle Condominiums Homeowners Association, which is the nonprofit corporation organized under Michigan law of which all Co-Owners within this Condominium shall be members, and which shall administer, operate, manage, and maintain the Project and the Common Elements in accordance with the Condominium Documents.

Section 3.3 "Board of Directors" or "Directors" shall mean the board of directors of the Association. The Board of Directors will initially be those individuals selected by the Developer and later it will be elected by the Co-Owners, as provided in the Bylaws.

Section 3.4 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-Owners, and which is required by Section 53 of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association, as allowed under the Michigan Nonprofit Corporation Act.

Section 3.5 "Common Elements," where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV below.

Section 3.6 "Condominium Documents" means this Master Deed and Exhibits A and B attached hereto, the Condominium Subdivision Plan, Planned Unit Development Agreement, Declaration of Covenants, Conditions, Easement, and Restrictions, the Articles of Incorporation of the Association, and the rules and regulations, if any, of the Association, as any or all of the foregoing may be amended from time to time.

Section 3.7 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to Oakwood Circle Condominium.

Section 3.8 "Condominium Project," "Condominium," "Project," or "Oakwood Circle Condominiums" are used synonymously to refer to Oakwood Circle Condominiums, as shown in the attached Exhibit B, and which is established by the recording of this Master Deed.

Section 3.9 "Condominium Subdivision Plan" means Exhibit B to this Master Deed. The Condominium Subdivision Plan depicts and assigns a number to each Unit and describes the nature, location, and approximate dimensions of certain Common Elements.

Section 3.10 "Consolidating Master Deed" means the amended Master Deed that shall describe Oakwood Circle Condominiums as a completed condominium project, as defined in Section 4 of the Act, and shall reflect all Units and Common Elements therein and the percentage of value applicable to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Genesee County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Genesee County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 3.11 "Construction and Sales Period" means the period commencing with the recordation of this Master Deed and continuing during the period that the Developer owns (in fee simple, as a land contract purchaser, or as an optionee) any Unit in Oakwood Circle Condominiums.

Section 3.12 "Co-Owner" means an individual, firm, corporation, partnership, association,

trust, or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium. Unless the context indicates otherwise, the term "Owner," wherever used, shall be synonymous with the term "Co-Owner."

Section 3.13 "Developer" means Lamitch, 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. However, the word "successor," as used in this Section 3.14, shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act. All development rights reserved to the Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states or unless otherwise provided for by the Act.

Section 3.14 "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 that properly may be brought before the meeting.

Section 3.15 "General Common Elements" means those Common Elements of the Condominium described in Article IV, Section 4.1, of this Master Deed, which are for the use and enjoyment of all Co-Owners within the Condominium Project, subject to such charges as may be assessed to defray the cost of the operation thereof.

Section 3.16 "Limited Common Elements" means those Common Elements of the Condominium described in Article IV, Section 4.2, of this Master Deed, which are reserved for the exclusive use of the Co-Owners of a specified Unit or Units.

Section 3.17 "Planned Unit Development Agreement" or "PUD Agreement" refers to a certain agreement dated June 17, 2005 and further amended on December 14, 2015 and recorded in the Genesee County Register of Deeds, which was entered into by Developer's successors in interest and the City, and it outlines and governs various aspects of the PUD Agreement.

Section 3.18 "Stormwater Drainage Facilities" means (i) the storm water drainage system and retention/sedimentation basin located within the Project, including the drainage easements within Unit boundaries, which are identified on Exhibit B to this Master Deed, and (ii) the storm water drainage system if any located within the County Road's right-of-way, including, without limitation of the foregoing any storm water system adjacent to or within the Project.

Section 3.19 "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 owners within the Development unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Section 3.20 "City" means the City of Fenton, located in the County of Genesee, State of Michigan.

Section 3.21 "Unit" or "Condominium Unit" each mean a single condominium unit in Oakwood Circle Condominiums, as the same is described in Section 5.1 of this Master Deed and on Exhibit B hereto, and each shall have the same definition as the term "Condominium Unit" has in the Act. All structures and improvements now or hereafter located within the boundaries of the Unit, including, by way of illustration only, dwelling and appurtenances, shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B to this Master Deed and the respective responsibilities for maintenance, decoration, repair, replacement, restoration, or renovation thereof are as follows:

Section 4.1 General Common Elements. All General Common Elements for the Condominium will be decorated, repaired, renovated, restored, replaced, and maintained by the Association, and the costs of making installations in the General Common Elements (excluding those made by the Developer) shall be borne by the Association, subject to any provision in the Condominium Documents that expressly provide to the contrary. An easement for the use and enjoyment of all General Common Elements of the Condominium will be granted to the Association for the use and benefit of such General Common Elements by all Co-Owners. The General Common Elements for the Project include:

(a) All private roadways and emergency access drives throughout the Condominium Project; all easement interests appurtenant to the Condominium Project, including, but not limited to, easements for ingress, egress, and utility installation over, across, and through non-Condominium Project property or individual units in the Condominium Project; the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit in the Condominium Project; and all other land designated in Exhibit B as a General Common Element.

(b) The electrical transmission mains and wiring throughout the Condominium Project up to the point of lateral connection for unit service, which is located at the boundary of the Unit, together with common lighting for the Condominium Project, installed by the Developer in compliance with the PUD Agreement.

(c) The gas distribution system throughout the Condominium Project, if and when it may be installed, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, but excluding the gas meter for each Unit.

(d) The cable television and any other telecommunications systems throughout the Condominium Project, if and when it may be installed, up to the point of the ancillary connection for Unit service, which is located at the boundary of the Unit.

(e) The sidewalks, bike paths, and walking paths (collectively, "Walkways"), installed by the Developer or the Association.

(f) All landscaping, sprinkler systems, berms, trees, plantings, and signage for the Condominium Project, Walkways, and other structures and improvements, if any, located within the Oakwood Circle Condominium.

(g) The Storm Water Drainage Facilities located within the Condominium Project, including open-ditch drainage, below-ground and above-ground drainage systems, retention ponds, and detention ponds, if any, up to the point of Unit service, which is located at the boundary of the Unit (collectively, the "Drainage Facilities").

(h) The sewer and water mains, manholes, and other structures throughout the project up to the point of lateral connection for Unit service located within or at the boundary of each Unit and excluding any meter for each Unit, all of which, including all necessary easement for related maintenance and repair, shall be dedicated to the City of Fenton and its assigns.

(i) The landscaped islands, if any, within the roads in the Condominium Project, subject, however, to the rights therein of the public and any governmental unit.

(j) All easements (if any) that are appurtenant to and that benefit the Condominium Project pursuant to recorded easement agreements, reciprocal or otherwise.

(k) Such other elements of the Condominium Project not designated as General Common Elements or Limited Common Elements that are not enclosed within the boundaries of a Unit and that are intended for common use or are necessary for the existence, upkeep, or safety of all Co-Owners within the Condominium Project.

Some or all of the Drainage Facilities, utility lines, systems (including mains and services leads) and equipment and/or the cable television and/or other telecommunications systems described above may be owned by or dedicated by the Developer to the local public authority or the company that is providing the pertinent service. Accordingly, such portion of the Drainage Facilities, utility lines, systems (including mains and services leads) and equipment and/or the cable television and/or other telecommunications systems, if and when constructed, shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owner of the Unit to which the Limited Common Elements are appurtenant. The Unit owner has exclusive ownership of the structure on the unit, the driveway to his unit, the sidewalk from the drive to his porch and the deck off his Unit, as identified on Exhibit B to this Master Deed, except to the extent a Limited Common Element is subject to an easement reserved elsewhere in this Master Deed or any other instrument of record.

Section 4.3 Responsibilities. The respective responsibilities for the installations within and the maintenance, decoration, repair, replacement, renovation, and restoration of the Units and Common Elements are as follows:

(a) Co-Owner Responsibility for Units and Limited Common Elements. It is anticipated that a separate residential dwelling (including an attached garage and perhaps a porch or deck) will be constructed within each Unit depicted on Exhibit B. It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed within the Unit and may extend into the Limited Common Element appurtenant to the Unit, which improvements and structures (collectively, "Appurtenances") may include, but are not limited to, a driveway, deck, balcony, patio, atrium, courtyard hot tub, play structure, basketball backboard, lawn, berms, trees, plantings, and other landscaping. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installation, maintenance, decoration, repair, renovation, restoration, and replacement of any dwelling and of any Appurtenances within a Unit and any Limited Common Elements appurtenant thereto shall be borne by the Co-Owner of the Unit that is served thereby; provided, however, that the location and exterior appearance of the dwelling and the Appurtenances, to the extent visible from any other Unit or Common Element within the Condominium, shall be subject at all times to the prior approval of the Developer during the Construction and Sales Period. Units shall be connected to electricity and natural gas by the Developer. Each Co-Owner shall also be responsible for arranging for and paying all costs in connection with the extension of utilities from the mains or such other facilities, as are located at the boundary of the Common Element appurtenant to such Co-Owner's Unit to the dwelling or other structures located within the Unit, including, but not limited to, the laterals and leads for the sewer and water systems. Except as elsewhere provided in this Master Deed, all costs of electricity, telephone, natural gas, storm drainage, sewer system, cable television, other telecommunications system, and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished; and all utility meters, laterals, leads, and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored, and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration, or replacement. In connection with any amendment made by the Developer pursuant to Article VII of this Master Deed, the Developer may designate Limited Common Elements that are to be installed, maintained, decorated, repaired, renovated, restored, and replaced at Co-Owner expense or, in proper cases, at Association expense.

(b) Association Responsibility for Portions of Units and Limited Common Elements. The Association, acting through its Board of Directors, may undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration, and replacement functions with respect to Units and the dwellings, Appurtenances, and other Limited Common Elements associated therewith, as it may deem appropriate. Unless otherwise provided for, nothing contained herein shall require the Association to undertake such responsibilities. Any such additional responsibilities undertaken by the Association shall be charged to any affected Co-Owner on a reasonably uniform basis and collected in accordance with the assessment procedures

established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith. The Association, acting through its Board of Directors, may also (but has no obligation to) undertake any maintenance, repair, renovation, restoration, or replacement obligation of the Co-Owner of a Unit with respect to said Unit, and the dwelling, Appurtenances, and other Limited Common Elements associated therewith, to the extent that said Co-Owner has not performed such obligation, and the cost thereof shall be assessed against said Co-Owner. The Association in such case shall not be responsible for any damage thereto arising as a result of the Association performing said Co-Owner's unperformed obligations. The Association shall be responsible for the following:

i. Landscaping. The Association shall be responsible for the maintenance (which shall include cutting the grass, fertilizing, trimming of shrubs, re-barking and replacing dead plantings), repair and replacement of lawns and landscaping installed by the Developer or with the approval of the Association, whether lying inside a Unit or within the surrounding Common Elements (and any replacements thereof by the Association), except for areas containing decks, patios, privacy areas, or other improvements, which, in the sole discretion of the Association, are determined to be inaccessible to the landscaping maintenance equipment of the Association or its employees or contractors. The Developer shall plant 5 shrubs and 1 tree in front and or behind each completed Unit. The Developer shall install a sprinkler system for each Unit. The Association shall maintain the sprinkler systems. The Association shall own the sprinkler heads and timers. Co-Owners shall be responsible for the operation of the sprinkler system located on their Unit so as to preserve the grass, trees, and shrubs associated with their Unit.

ii. Driveways. The Association shall be responsible for the maintenance (which shall include snowplowing, and shovel walkways, and spraying for weeds on driveways) of driveways appurtenant to each Unit as well as for all snowplowing with respect thereto.

iii. Trash. Trash removal shall be paid for by the Co-Owner and provided by the City of Fenton.

(c) Common Lighting. The Developer is required to, install illuminating fixtures, which size and shape and location is to be approved by the City, within the Condominium and to designate the same as common lighting as provided in the Section 4.1 of this Master Deed. Some of the common lighting may be installed within the General Common Elements. The cost of electricity for common lighting shall be paid by the Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the City of Fenton. No Co-Owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Association.

(d) Roads. The roads are Private Roads which are not required to be maintained by the City or the Genesee County Road Commission. The Association is responsible for the maintenance, snow plowing and ice removal, repair, replacement, and/or resurfacing of the Private Roads. It is the Association's responsibility to inspect and to perform preventative maintenance of

said Private Roads on a regular basis in order to minimize the repair and replacement costs. Each Co-Owner acknowledges that the Private Roads may or may not be built to county or City standards relative to a reduced right of way and road width, and therefore they shall remain private roads in perpetuity. Any costs incurred by the Association in performing its obligations under this Section 4.3(d) shall be prorated equally among the Co-Owners of all Units, and the Association shall assess such Co-Owners as frequently as need to maintain and have a reserve for the roads in the manner established by the Association's Board of Director or a part of the annual assessments described in the Bylaws attached hereto as Exhibit A. If the City finds it necessary to maintain the roads, and costs expended by the City for maintenance shall be prorated equally among all Co-Owners of the Units in the Project, and billed by the City to the persons showing upon the last tax records to the owners of said Units. The City may add to the cost of maintenance a sum not to exceed twenty-five percent (25%) thereof to cover the City's overhead and administrative needs. All such statements shall be due and payable within thirty (30) days of receipt and any statement not paid shall become a lien and encumbrance upon the Unit with respect to which the statement is made.

(e) Sidewalks and Pathways. The Association shall be responsible for the maintenance, repair, and replacement of such sidewalks and pathways as may be constructed and installed within the Condominium, and the cost thereof shall be included in the administrative costs covered by the assessment collected by the Association pursuant to Article II of the Bylaws.

(f) Storm Water Drainage Facilities. The Association shall be responsible for maintaining, repairing, and/or replacing, as necessary, the Storm Water Drainage Facilities.

(g) Lawn and Landscape Maintenance within Units. Except as otherwise expressly provided in this Master Deed, the costs of maintaining individual lawns and all landscaping installed by the Developer and replaced by the HOA within a Unit shall be borne by the Association. A Co-Owner shall be responsible for maintaining additional landscaping contained within a Limited Common Element that is appurtenant to such Co-Owner's Units and installed by the Co-Owner.

(h) Residual Damage. Except as otherwise specifically provided in this Master Deed, any damage to any Unit or the dwelling, Appurtenances, or other Limited Common Elements associated therewith arising as a result of the Association undertaking its rights or responsibilities as set forth in this Section 4.3 shall be repaired at the Association's expense.

Section 4.4 Use of Units and Common Elements. No Co-Owner shall use its Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit, the Common Elements, or Easements. This includes, but is not limited to, all Co-Owners refraining from prohibiting, restricting, limiting, or in any manner interfering with normal ingress and egress and use by any of the other Co-Owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others bound to or returning from any of the properties and having a need to use the roads. In addition, no Co-Owner shall be entitled to construct or install any Appurtenance on or within any General

Common Element, the Roadway Easement, or any other easements established pursuant to the Master Deed without the prior written approval of the Developer or the Association.

Section 4.5 Reassignment of Limited Common Elements. A Limited Common Element, such as a parking space, may be reassigned, after notice to any affected mortgagee, by a written application to the Board of Directors of the Association signed by the Co-Owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and execute 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.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description. Each Unit in the Condominium is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines, together with all Appurtenances located within such Unit boundaries. Detailed architectural plans and specifications are on file with the City of Fenton, Genesee County, Michigan. There are forty-four (44) Units in the Condominium Project.

Section 5.2 Condominium Percentage of Value. The Percentage of Value for each Unit numbers 1 through 44 within the Condominium shall be equal. The determination that the Percentages of Value should be equal was made after reviewing the comparative characteristics of each Unit in the Condominium and concluding that there are no material differences among the units that affect the allocation of Percentages of Value. The Percentage of Value assigned to each Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Project, the proportionate share of each Co-Owner in the proceeds and expenses of the Association's administration, and the value of such Co-Owner's vote at meetings of the Association of Co-Owners. The total of the Percentages of Value for Units 1-44 in the Condominium Project is one hundred percent (100%).

ARTICLE VI EASEMENTS AND RESERVATIONS

The Condominium Project is subject to easements granted or reserved in this Master Deed. In addition to such easements, granted or reserved in this Master Deed, the following easements are established:

Section 6.1 Easement For Utilities and Maintenance of Encroachment. In the event any portion of a Unit (or dwelling or Appurtenances constructed therein) or Common Element (or Appurtenances constructed therein) encroaches upon another Unit or Common Element due to shifting, settling, or moving of the dwelling or the Appurtenances or other Limited Common Elements associated therewith, or due to survey errors, construction deviations, replacement,

restoration, or repair, or due to the requirements of the City or other local government authority, reciprocal easements shall exist for such encroachment, and for the installation, maintenance, repair, restoration, and replacement of the encroaching property, dwelling, and/or Appurtenances or other Limited Common Elements associated therewith. In the event of damage or destruction, there shall be easements to, through, under, and over those portions of the land, dwellings, and Appurtenances and other Limited Common Elements associated therewith for the continuing maintenance, repair, renovation, restoration, and replacement of all utilities in the Condominium. One of the purposes of this Section is to clarify that Co-Owners have the right to maintain these Appurtenances and other Limited Common Elements that project into the Common Elements surrounding each Unit.

Section 6.2 Easements Retained by Developer.

(a) Utility Easements. The Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors, assigns, the City and any other appropriate governmental body, and all future owners of any land contiguous to the Condominium Project, easements to enter upon the Condominium Premises to utilize, tap, tie into, extend and enlarge, and otherwise install, maintain, repair, restore, renovate, and replace all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sanitary sewer, storm drains (including retention and detention ponds), telephone, electrical, and cable television and other telecommunications, and all improvements, as identified in the approved final site plan for the Condominium Project and all plans and specifications approved in writing by the City, as well as any amendments thereto approved in writing by the City. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors, or its assigns under this Section 6.2(a) or Section 6.2(b), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. Except as otherwise provided in this Master Deed, the Co-Owners shall be required from time to time for the payment of a proportionate share of the expenses of maintaining utility improvements installed within the Condominium (to the extent said expenses are not the responsibility of a governmental agency or public utility).

(b) Additional Easements. The Developer reserves for itself, its successors, and its assigns the right, at any time prior to the expiration of the Construction and Sales Period, to reserve, dedicate, and/or grant public or private easements over, under, and across the Condominium Premises for the installation, utilization, repair, maintenance, decoration, renovation, restoration, and replacement of rights-of-way, walkways, the Storm Water Drainage Facilities, including retention or detention ponds, water system, sanitary sewer systems, electrical transmission mains and wiring, telephone system, gas distribution system, cable television and other telecommunication system, and other public and private utilities, including all equipment, facilities, and appurtenances relating thereto, as identified in the approved final site plan for the Condominium Project, and all plans approved in writing by the City, as well as any amendments thereto approved by the City. The beneficiaries of the easements granted pursuant to this provision may include the owners and developers on any land included within the Condominium. The Developer and its successors and assigns shall also have the right, in furtherance of its construction, development, and sales activities, to go over and across, to permit its agents contractors,

subcontractors, and employees to go over and across, any portion of the Common Elements from time to time as Developer may deem necessary for such purposes and to connect or expand any easements as may be desirable to develop to Condominium. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the Storm Water Drainage Facilities, Co-Owners of affected Units, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee, or other person who now or hereafter shall have any interest in the Condominium by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-Owners and mortgagees of Units and other persons now or hereafter interested in the Condominium from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

(c) Ingress and Egress Easements. The Developer reserves for itself, its successors, and its assigns, the owners of all land within the Oakwood Circle Condominiums, and all of their successors and assigns, a nonexclusive easement for ingress and egress on, over, and across the private roads constructed within the Condominium, but only to the extent reasonably required for the development and construction of the Condominium. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted under this subsection, the party responsible for such disturbance shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance.

Section 6.3 Grant of Easements by Association. The Association, acting through its Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Condominium Premises as are reasonably necessary or advisable for utility purposes (including, but not limited to, sewer and water), access purposes, or other lawful purposes, subject, however, to the approval of the Developer during the Construction and Sales Period and subject to the written approval of the City. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby. Easements for dedicated public utility services shall not be modified in the absence of prior written consent of the City.

Section 6.4 Grant of Easements and License to Association. The Association, acting through its Board of Directors, and all Co-Owners are hereby granted easements, licenses, rights-of-entry, and rights-of-way to and over, under, and across the Common Elements and the Condominium Premises for such purposes as are reasonably necessary or advisable for the full use and enjoyment and the construction, maintenance, repair or replacement of the Common Elements for the benefit of all Co-Owners. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 6.5 Easements for Maintenance, Repair, Restoration, Renovation, and Replacement. The Developer, the Association, the City, and all public and private utilities and public authorities responsible for publicly dedicated roads shall have such easements over, under, and across the Condominium, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, decoration, renovation, restoration, or replacement responsibilities that are required or permitted to perform under the Condominium Documents, by law, or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit and/or other Limited Common Elements and/or Appurtenances constructed therein to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 6.6 Telecommunications Agreements. The Association, acting through its Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses, and other rights-of-entry, use, and access, and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements, and multi-unit agreements, and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Association, through its Board of Directors, enter into any contract or agreement or grant any easement, license, or right-of-entry or do any other act that will violate any provision of any federal, state, or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association except for funds previously advanced by Developer, for which the Developer has a right of reimbursement from the Association.

Section 6.7 School Bus and Emergency Vehicle Access Easement. Developer reserves for the benefit of the City, any private or public school system, and any emergency service agency an easement over all roads in the Condominium for use by the City, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services, and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public, nor shall the foregoing confer upon members of the public any right to use the easement described herein.

Section 6.8 Association Assumption of Obligations. The Association, on behalf of the Co-Owners, shall assume and perform all the Developer's obligations under any easement pertaining to the Condominium Project or Common Elements upon assignment by the Developer.

Section 6.9 Termination of Easements. Developer reserves the right to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be affected by the recordation of an appropriate termination instrument or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act, provided that any such amendment is first approved in writing by the City.

ARTICLE VII AMENDMENT

This Master Deed, the Bylaws, and the Condominium Subdivision Plan may be amended upon the approval of the City and with the consent of two-thirds (2/3) of the CO-Owners except as hereinafter set forth:

Section 7.1 Co-Owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-Owner and mortgagee of such Unit and the City.

Section 7.2 By Developer. In addition to the right of amendment provided to the Developer in the various Articles of this Master Deed, the Developer may, within two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee, or another person other than the City, whose prior written consent shall in all events be required, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other error made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-Owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-Owner and to enable the purchase of insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, or the Department of Housing and Urban development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 7.3 Change in Value of Vote, Maintenance Fee, and Percentages of Value. The value of the vote of any Co-Owner and the corresponding proportion of common expenses assessed against such Co-Owner shall not be modified without the written consent of such Co-Owner and his mortgagee, nor shall the Percentage of Value assigned to any Unit shall be modified without such consent, except as provided in Article V, Section 5.4(c) of the Bylaws and except as reasonably required in connection with the exercise of the rights reserved to the Developer in Articles XI, XII, and XIII of this Master Deed.

Section 7.4 Mortgage Approval. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event two-thirds (2/3) if the mortgagees shall approve such amendment; provided that the rights of mortgagees to vote on any amendment to this Master Deed shall be governed and limited by the provisions of Section 90(1) of the Act.

Section 7.5 Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of the Developer.

Section 7.6 City Approval. Notwithstanding any provision of the Condominium Documents to the contrary, no amendment shall be made to the Master Deed, the Bylaws, and/or the Condominium Subdivision Plan without the prior written approval of the City; provided that such prior written approval shall not be unreasonably withheld or delayed.

ARTICLE VIII DEVELOPER'S RIGHT TO USE FACILITIES

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

ARTICLE IX MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units in the Condominium and other Common Elements may be modified and the boundaries relocated, subject to the approval of the City, in accordance with Section 48 of the Act and this Article IX; such changes in the affected Unit or Units and its/their appurtenant Common Elements shall be promptly reflected in duly recorded Amendment or Amendments to this Master Deed.

Section 9.1 Modification of Units and Common Elements. The Developer may, in its sole discretion and without being required to obtain the consent of any person whatsoever (including Co-Owners and mortgagees of Units), except for the City, whose written consent must be obtained, modify the size, location, or configuration of Units or other General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments hereof. Any such modifications by the Developer shall be effective upon the recordation of an amendment

to the Master Deed. In addition, the Developer may, in connection with any such amendment, re-adjust percentages of value for all Units in a manner that gives reasonable recognition to such Unit modifications or Limited Common Element modifications based upon the method by which Percentages of Value were originally determined for the Condominium. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Condominium from time to time (except the City) shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 9.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units that Developer determines are necessary in conjunction with any such amendments. All such interested persons (except the City) irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 9.2 Relocation of Boundaries of Units or Common Elements. Subject to the written approval of the City, the Developer reserves the right during the Construction and Sales Period, and without the consent of any other Co-Owner or any mortgage of any Unit, to relocate any boundaries between Units. Such relocation of boundaries of Unit(s) and/or appurtenant Limited Common Elements 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 its assigns. In the event an amendment is recorded in order to accomplish such relocation of boundaries of Units and/or appurtenant Limited Common Elements, the amendment shall identify the relocated Unit(s) and/or Limited Common Elements by Unit number(s) and, when appropriate, the Percentage of Value as set forth herein for the Unit(s) and/or Limited Common Elements that have been relocated shall be proportionately allocated to the adjusted Unit(s) in order to preserve a total value of one hundred (100%) percent for the entire Condominium following such amendment to this Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of Developer. However, the adjustments shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value for the Condominium. Any such amendment to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Condominium from time to time (except the City) shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 9.2 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of Units that the Developer determines are necessary in Connection with any such amendment. All such interested persons (except the City) irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

Section 9.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act, to accomplish the rights to relocate boundaries described in this Article IX, or for other purposes.

Section 9.4 Additional Landscaping. The Association shall be responsible for maintenance of any and all landscaping installed by the Developer in the Limited Common Elements. Co-Owners of Units which have appurtenant Limited Common Elements may, with the prior approval of the Developer during the Construction and Sales Period and the Association following the Transitional Control Date, install additional landscaping within the Limited Common Elements. In such event, the Co-Owner shall be responsible for all maintenance of the additional landscaping installed by a Co-Owner within the Limited Common Elements shall be reasonably compatible with the landscaping existing within the General Common Elements within the Condominium Project. Neither Developer nor the Association shall be responsible for replacing any landscaping installed by a Co-Owner within the Limited Common Elements.

ARTICLE X CONVERTIBLE AREAS

Section 10.1 Designation of Convertible Areas. The Common Elements and all Units in the Project are designated in this Master Deed and on the Condominium Subdivision Plan as "Convertible Areas" within which the Units and Common Elements may be modified as provided herein.

Section 10.2 Reservation of Rights to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion but subject to prior approval of the City, during a period ending no later than six years from the Original Recording Date, to enlarge, modify, merge, or extend Units and/or Common Elements to locate and relocate driveways and/or to construct privacy areas, courtyards, atriums, patios, decks, and other private amenities, and the responsibility for maintenance, repair, and replacement therefor may be assigned by an amendment to this Master Deed affected solely by Developer without the consent of any other person. Any private amenity other than a Unit extension shall be assigned by the Developer as a Limited Common Elements appurtenant to an individual Unit. Any of the foregoing that involves a change to the PUD Plan and therefore the Planned Unit Development Agreement will require prior written approval of the City. No Unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. The Developer may, in connection with any such amendment, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to such Unit or Common Element modifications based upon the method of original determination of Percentages of Value for the Condominium.

All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of Percentages of Value of existing Units that Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer 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

Section 10.3 Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by the Developer in its sole discretion.

ARTICLE XI PARTY WALL

Section 11.1 Party Wall. Any wall partition that is built as a part of the dwelling contained within any Unit separating such dwelling from the dwelling located on the adjoining Unit and placed on the boundary line between Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 11.2 Repair and Maintenance. The cost of maintenance and repair of the of the party wall, including, without limitation, such attachments as insulation, wiring, and drywall plaster, shall be borne by the Co-Owner who makes use of or solely benefits from such portion.

Section 11.3 Destruction of Party Wall. If the party wall is damaged or destroyed by fire or casualty caused by an Act of God such as a lightning strike or earthquake, the two Co-Owners affected by such damage shall equally share the expense to restore the wall to substantially its condition prior to such casualty. If either of the Co-Owners is unwilling or unable to cover their portion of this expense, then the Association may cover the cost of the expense and assess its expense along with a 10% administration fee to the non-paying Co-Owner.

Section 11.4 Co-Owners Responsibility for Repair. In the event the party wall is damaged or destroyed through the act or omissions of a Co-Owner, occupant, or guest (whether or not such act or omissions is negligent or otherwise culpable) so as to deprive the adjoining Co-Owner of the full use and enjoyment of such wall, then the Co-Owner causing such damage shall proceed to rebuild and repair the wall to substantially as good a condition as existed immediately prior to such damage or destruction and such responsible Co-Owner shall bear the entire expense thereof including, if applicable, the expense of restoration of the interior, including damaged attachment, of the party wall benefiting the other Co-Owner. All such construction, however, shall be subject to the prior review and approval of the Board of Directors and the City.

Section 11.5 Right of Contribution. The right of any Co-Owner to contributions from any other Co-Owner under this Article for repairs made for damage caused by another Co-Owner shall be appurtenant to the land and shall pass to such Co-Owner's successor in title.

Section 11.6 Modification of the Party Wall. In addition to meeting other requirements of these restrictions and of any building code or similar regulations or ordinances, any Co-Owner proposing to modify, make additions to, or rebuild improvements in his Unit in any manner that requires any alteration of the party wall shall first obtain the written consent of the adjoining Co-Owner to such modification of the party wall. This consent shall be in addition to the approval required from the Association and the City Building Department.

Section 11.7 Easement. The Association shall enjoy a perpetual easement for the continued use and support of those portions of the party wall lying within the boundaries of an adjoining Unit.

ARTICLE XII ASSIGNMENT

Subject to the provisions of any land contract or mortgage, 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, proposed action, or any other matter or thing, may be assigned by the Developer to and be assumed by any other entity or the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Genesee County Register of Deeds.

ARTICLE XIII SEVERABILITY

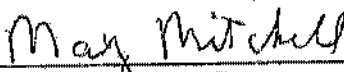
If any provision of this Master Deed shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not render this entire Master Deed invalid or unenforceable, and the provisions of this Master Deed not subject to such determination shall survive, unaffected thereby.

ARTICLE XIV CONTROLLING LAW

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

LAMITCH, LLC



By: Mary Mitchell
Its: Manager

STATE OF MICHIGAN)
) ss

COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 9 day of December, 2025, by Mary Mitchell, as Manager of LAMITCH, LLC, on behalf of said corporation. 2025

Dawn M Grooms
Notary Public

Dawn M Grooms
Notary Public - State of Michigan
County of Livingston
My Commission Expires Jan. 15, 2030
Acting in the County of Livingston

County, Michigan
My Commission Expires:
Acting in the County of Livingston

DRAFTED BY AND WHEN RECORDED RETURN TO:
Mary Mitchell
LAMITCH, LLC
1500 Fountain View Dr.
Brighton, MI 48114
517-404-0636