

MASTER DEED

MEADOW LAKE CONDOMINIUM

(Act 59, public Acts of 1978 As Amended)

THIS MASTER DEED is made and executed on this 10th day of September, 1984, by Frank P. Wilberding, Inc., a Michigan Corporation, hereinafter referred to as "Developer", whose address is 20630 Harper. Suite 203, Harper Woods, Michigan, 48225, represented herein by Thomas W. Wilberding who is fully empowered and qualified to act on behalf of the Corporation, in pursuance of the provisions of the Michigan condominium Act (being Act 59 of the Public Acts of 1978 as amended), hereinafter referred to as the "Act."

W I T N E S S E T H:

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto 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. below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Meadow Lake Condominium, Macomb County Condominium Subdivision Plan No. 186. The architectural plans for the Project were approved by the Harrison Township Building Department. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own

entrance from and exit to a Common Element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

Part of Lots 41, 42, 43 and 44 of Supervisor's Plat No. 2 of part of private claims 173 and 164, T.2N., R.13 and 14 East, Harrison Township, Macomb County, Michigan, as recorded in Liber 16, Page 18, Macomb County Records, being more particularly described as follows:

Commencing at the S.W. corner said Lot 41, thence $8.89^{\circ} 31' 15''$ E. along the south line of Lot 41 834.00 feet to the point of beginning. Thence $N.00^{\circ} 28' 45''$ E. 92.94 feet to point of curve; thence along the arc of said curve to the right 147.04 feet radius of 55.00 feet, delta $153^{\circ} 10' 34''$ chord and chord bearing 107.00 feet $N.02^{\circ} 21' 05''$ E.; thence $N.00^{\circ} 28' 45''$ E. 92.09 feet to a point on the north line of Lot 44; thence $S.89^{\circ} 31' 15''$ E. along the north line of Lot 44 128.14 feet; thence $S.00^{\circ} 15' 15''$ E. 219.00 feet; thence $S.03^{\circ} 50' 05''$ W. 73.15 feet; thence $N.89^{\circ} 31' 15''$ W. along the south line of Lot 41 130.16 feet to the point of beginning.

Contains 0.956 acres of land.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Corporate By-Laws and Rules and Regulations of the Meadow Lake 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 Meadow Lake Condominium, as a Condominium, Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" means the Michigan Condominium

Act, being Act 59 of the Public Acts of 1978, as amended.

B. "Association" shall mean the non-profit corporation organized under Michigan Law of which all co-owners shall be members which Corporation shall administer, operate, manage, and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium documents or the laws of the State of Michigan.

C. "Association By-Laws" means the Corporate By-Laws of Meadow Lake Association, the Michigan non-profit Corporation organized to manage, maintain and administer the Condominium.

D. "Common Element" where used without modification shall mean both the General and Limited Common Elements described in Article IV. hereof.

E. "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 3(4) of the Act to be recorded as part of the Master Deed.

F. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Meadow Lake Condominium, as described above.

H. "Condominium Project," "Condominium," or "Project" means Meadow Lake Condominium as a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit "B" hereto.

J. "Contractable Area" means that portion of the submitted lands or buildings which may be withdrawn from the Project pursuant to provisions in the Condominium documents and in accordance with the Act.

K. "Consolidating Master Deed" means the final amended Master Deed which shall describe Meadow Lake Condominium as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI. hereof or taken from the Condominium under Article VII. and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Macomb County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for Meadow Lake Condominium.

L. "Co-owner" means a person, firm, corporation, partnership, association, trust, land contract vendee if the land contract so provides, other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "owner", wherever used, shall be synonymous with the term "co-owner".

M. "Developer" shall mean Frank D. Wilberding, Inc. a Michigan Corporation, which has made and executed this Master Deed, and its successors and assigns.

N. "Expansion Project" or "Expansion Condominium" means a Condominium Project to which additional land may be added pursuant to express provision in the Condominium documents and the Act.

O. "Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units.

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

Q. "Unit" or "Condominium" each mean the enclosed space constituting a single complete residential Unit in Meadow Lake Condominium as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

ARTICLE IV

COMMON ELEMENTS

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

A. The General Common Elements are:

1. The land and beneficial easements described in Article II. hereof, including driveways, roads, sidewalks and *parking* spaces not identified as Limited Common Elements, if any; provided, however, that the Association or Developer may in its discretion assign General Common Element parking spaces to

individual co-owners on an equitable basis, by amendment of the Master Deed and the Condominium Subdivision Plans to depict the parking as a Limited Common Element.

2. The electrical wiring network throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs, and switches within any Unit.
3. The gas line network throughout the Project, including that contained within Unit walls, up to point of connection with gas fixtures within any Unit.
4. The telephone wiring network throughout the Project up to the point of entry to each Unit.
5. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
6. The water and waste disposal system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
7. The storm drainage system throughout the Project.
8. The foundations, supporting columns, crawl spaces, Unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction and chimneys.
9. Such other Elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep, and safety of the Project.

B. The Limited Common Elements are:

1. The garages, porches or courtyards, patios, patio fences, if any, adjoining each Unit shall be subject to the exclusive use and enjoyment of the co-owner of such Unit. The attic storage is limited to the exclusive use of the Unit through which access is obtained. Certain uncovered parking spaces in the Condominium Project shall be a Limited Common Elements as designated on Exhibit "B" attached hereto with numbers

which correspond to the Units which such uncovered parking spaces appertain.

2. The interior surfaces of the Unit and garage perimeter walls (excluding windows and doors therein), ceilings and floors contained within a Unit and garage shall be subject to the exclusive use and enjoyment of the co-owner of such Unit and garage.
3. The fireplace, if any, is restricted in use to the co-owner of the Unit which such fireplace services.
4. Each sump pump shall be a Limited Common Element appurtenant to the Units in the building in which the sump pump is located.
5. Each individual air conditioner compressor in the Project is restricted in use to the co-owner of the Unit which such air conditioner compressor services.

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

1. The costs of decoration and maintenance of all surfaces referred to in Article IV., B.2. above shall be borne by the co-owners of each Unit to which such Limited Common Elements are appurtenant. The Association shall bear the costs of repair or replacement of these surfaces, except in cases of co-owner fault, in which case that co-owner shall be responsible for such costs. In the event of fire or casualty loss, the Association shall pay for repairs to all surfaces referred to above including redecorating.
2. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association.
3. No co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his Unit or the Common Elements.
4. The costs of maintenance and repair (but not replacement except in the case of co-owner fault) of each fireplace described in Article IV., 8.3. and each patio area and patio fences adjoining each Unit above shall be borne by the co-owner of the Unit to

which such Limited Common Element is appurtenant.

5. The costs of maintenance and repair (but not replacement except in the case of co-owner fault) of each air conditioner compressor referred to in Article IV., B.5. shall be borne by the co-owner of the Unit such air conditioner compressor services.
6. The costs of electricity for operation of sump pumps and flood lights is metered to certain Units, but is an expense of administration. The Association shall reimburse each co-owner to whom such expense is metered based upon an estimate of such expenses determined by the Association with the advise of the public utility furnishing such power. This provision for reimbursement shall in no way diminish the obligation of any affected co-owner for payment of the full Association maintenance assessments when due.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of the Meadow Lake Condominium as prepared by Robert Shanayda, Registered Land Surveyor, and attached hereto as Exhibit "B." Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect of the floors of the Units other than basements, all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "a" hereto and delineated with heavy outlines. The dimensions shown on basement and foundation plans on Exhibit "B" have been or will be physically measured by Robert Shanayda, building elevations are shown in detail in architectural plans and specifications on file with the Harrison Township Building Department.

B. The percentage of value assigned to each Unit is set forth in sub-paragraph C. below. The percentages of value were computed on the basis of the estimated market value of the Units with the resulting percentages reasonably adjusted to total precisely one hundred percent (100%). The percentage of value assigned to each Unit shall be determinative of such co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective co-owner in the proceeds and expenses of the administration and the value of such co-owner's vote at meeting of the Association of co-owners. The total value of the Project is one hundred (100). The percentage of value allocated to each Unit may be

changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly recorded, except as provided in Article VI.

C. Set forth below are:

1. Each Unit number as it appears on the Condominium Subdivision Plan.
2. The percentage of value assigned to each Unit.

<u>UNIT NUMBER</u>	<u>PERCENTAGE OF VALUE ASSIGNED</u>	<u>UNIT NUMBER</u>	<u>PERCENTAGE OF VALUE ASSIGNED</u>
1	13.77%	5	13.77%
2	12.63%	6	12.63%
3	12.35%	7	12.35%
4	11.25%	8	11.25%

ARTICLE VI

EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of Meadow Lake Condominium and consisting of eight (8) Units is intended to be the first phase of an expandable project to contain in its entirety approximately seventy-two (72) residential Units. Additional Units, if any, will be constructed upon all or some portion of the following described land:

Lots 41, 42, 43 and 44 (as one) excepting the Easterly part taken by State Highway Department for 1-94 Freeway and excepting the West 18.00 feet Deeded to Macorob County Road Commission for Union Lake Road, of Supervisor's Plat No. 2, part of Private Claims 173 and 164, Town 2 North, Range 13 and 14 East, Harrison Township, Macomb County, Michigan as recorded in Liber 16, Page 8, Macomb county Records.

Contains 6.481 acres, except for the following:

Part of Lots 41, 42, 43, and 44 of Supervisor's Plat No. 2 of Part of Private Claims 173 and 164, T.2N., R.13 and 14 East, Harrison Township, Macomb County, Michigan, as recorded in Liber 16, Page 18, Macomb County Records being more particularly described as follows:

Commencing at the S.W. corner said Lot 41, thence S.89 31' 15"E. along the south line of Lot 41 834.00 feet to the point

of beginning. Thence N.00° 28' 45" E. 92.94 feet to point of curve; thence along the arc of said curve to the right 147.04 feet radius of 55.00 feet, delta 153° 10' 34" chord and chord bearing 107.00 feet N.02° 21' 05"E.; thence N.00° 28' 45"E. 92.09 feet to a point on the north line of Lot 44; thence 5.89° 31' 15"E. along the north line of Lot 44 128.14 feet; thence S.00° 15' 15"E. 219.00 feet; thence S.03° 50' 05"W. 73.15 feet; thence N.89 31' 15" W. along the south line of Lot 41 130.16 feet to the point of beginning.

Contains 0.956 acres of land.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the future development and the construction of residential Units thereon. The nature, appearance and location of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole judgment. Such increase in size of this condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth shall be proportionately adjusted or readjusted in order to preserve a total value of one hundred (100) for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the adjustments or readjustments in percentages of value shall be within the sole judgment of Developer. Such adjustments or readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various Units; provided, however, that under this Article in no such amendment or amendments shall the percentage of value assigned to each Unit in Article V. hereof be increased. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the additional phase being added to the Project by such amendment. In connection with any such amendment or amendments, Developer shall 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. All of the co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons

irrevocably appoint the Developer, or its successors, their agent and attorney-in-fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supercede the previously recorded Master Deed and all other amendments thereto. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer, its successors or assigns may in their discretion, establish all or a portion of said future development as a rental development, a separate Condominium Project 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 Condominium 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 in any specific location.

ARTICLE VII

CONVERTIBLE AREAS

Certain areas adjacent to and beneath individual Units have been designated on Exhibit B hereto as Convertible Areas within which the individual Units may be expanded in size, within which the Limited Common Elements appurtenant to such Units may be constructed and/or relocated, and within which Units may be constructed with or without basements.

Developer reserves the right, in its sole discretion, during a period ending not later than six (6) years after the recording of this Master Deed, to modify the size, location, design, or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units or to construct basements within the Convertible Areas designated as such on Exhibit B hereto, as it may be revised or amended from time to time, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit of Limited Common Element.

Developer reserves the right, during the Sales Period, for itself and individual co-owners to construct and enclose patios within the patio areas designated on the Master Deed, subject to the prior written approval from Developer of the architectural plans and construction materials for such improvements. Any such improvements shall be completed by co-owner prior to the time the Developer files as-built plans for the Condominium pursuant to the Act.

All improvements constructed within the Convertible

Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

Modification of Units within this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer or its successors and shall contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendment. In connection with any such amendment, Developer shall 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 the roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for, the Convertible Area and to provide access to any Unit from the roadways and sidewalks located in the Project.

All of the co-owners and mortgagees of the Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purposes or execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may be incorporated by reference all or any pertinent portions of this Master Deed and Exhibits thereto.

ARTICLE VIII

EASEMENTS

A. Easement for Maintenance of Encroachments.

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

B. Easements Retained by Developer.

1. Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. and VII. and for storage of construction trailers for himself and his subcontractors during the Sales Period as defined herein. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI. and VII. whose closest means of access to a public road is over such road or roads. The co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction the numerator of which is the number of such Units plus all other dwelling Units in the adjoining land described in Article VI. and VII. whose closest means of access to a public road is over such road.

2. Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI. and VII. or any portion or portions hereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium premises, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

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

4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium documents.

ARTICLE IX

AMENDMENT

This Master Deed and the Condominium Subdivision Plan

(Exhibit "B" to said Master Deed) may be amended with the consent of not less than sixty six and two thirds (66 2/3%) percent of the co-owners and of the Unit mortgagees (allowing one vote for each mortgage held) except as hereinafter set forth:

A. No Unit dimensions and appurtenant Limited Common Elements may be modified without the consent of the co-owner of such Unit nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, any provisions relating to the ability or terms under which a co-owner may rent a Unit, the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the co-owner of any Unit to which the same are appurtenant.

B. During the Sales Period, the Developer may, without the consent of any co-owner or any other person, amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner or mortgagee in the Project, including, but not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant Common Elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan.

C. The value of the vote of any co-owner and the corresponding proportion of common expenses assessed against such co-owner shall not be modified without the written consent of such co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V., Section 6(c) of the Condominium By-Laws and except as provided in Article VI. hereof.

D. Article VI., Article VII., Article VIII., and this Article IX. shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project, or possibility of construction of residential Units on the land described in Article VI., Article VII., or Article VIII.

E. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of ninety five percent (95%) of all co-owners and all mortgagees (allocating one vote for each mortgage held).

F. The Developer may, with the consent of a majority of the members of the Advisory Committee, amend this Master

