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OAKLAND COUNTY TREASURERS CERTIFICATE  
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2014 JUN 16 PM 1:35

7.00  
1.00  
JUN 24 2014 KRD

ANDREW E. MEISNER, County Treasurer  
Sec. 135, Act 206, 1893 as amended

119839  
LIBER 47155 PAGE 326  
\$268.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
06/24/2014 02:40:10 P.M. RECEIPT# 59672  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

005298

**MASTER DEED**

**TANGLEWOOD GREENBRIER**

**(A Residential Condominium)**

**OAKLAND COUNTY CONDOMINIUM**

**SUBDIVISION PLAN NO. 2082**

This Master Deed is made and executed on June 12, 2014, by Pulte Land Company, LLC, a Michigan limited liability company ("Developer"), whose address is 100 Bloomfield Hills Parkway, Bloomfield Hills, Michigan 48304, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

**RECITALS**

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 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.

Developer does, upon recording this Master Deed, establish Tanglewood Greenbrier as a Condominium Project under the Act and declares that Tanglewood Greenbrier (referred to as the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

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The Project consists of 35 Units which are the individual sites on which residential dwellings and other improvements may be constructed. Each Condominium Unit consists only of the land within the perimeter of the Unit and each Unit is capable of individual use because it has access to a public road or Common Element of the Condominium. Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and to the dwelling and other improvements located on it, to the extent such improvements are not designated in the Master Deed as Common Elements, and an undivided inseparable right to share with other Co-Owners the Common Elements of the Condominium.

Developer may but is not required to expand the Project to include a maximum of 99 Units as set forth in Article 8 below.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

### **ARTICLE 1** **TITLE AND NATURE**

The Condominium Project shall be known as Tanglewood Greenbrier, Oakland County Condominium Subdivision Plan No. 2082. The engineering and architectural plans for the Project, if any, are on file with the Township of Lyon. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual use. Each Co-Owner in the Condominium Project shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable rights to share with the other Co-Owners the Common Elements of the Condominium Project as are designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan attached as Exhibit B as "need not be built."

### **ARTICLE 2** **LEGAL DESCRIPTION**

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

#### **LEGAL DESCRIPTION – TANGLEWOOD GREENBRIER**

Land situated in the Township of Lyon, County of Oakland, State of Michigan, described as follows:

A parcel of land located in the East 1/2 of Section 26, Town 1 North, Range 7 East, Lyon Township, Oakland County, Michigan, being more particularly described as commencing at the Southeast Corner of said Section 26; thence Due North, 1840.07 feet, along the East line of said

Section 26 and the centerline of Chubb Road, for a POINT OF BEGINNING; thence Due West, 95.00 feet; thence Due North, 158.22 feet; thence South 79°32'37" West, 91.23 feet; thence South 89°42'42" West, 90.00 feet; thence North 31°03'56" West, 51.16 feet; thence North 47°31'34" West, 127.46 feet; thence North 57°54'44" West, 85.89 feet; thence North 53°43'36" West, 64.00 feet; thence North 37°30'56" West, 37.31 feet; thence North 21°54'16" West, 145.95 feet; thence South 87°59'10" West, 44.61 feet; thence South 65°38'19" West, 119.00 feet; thence South 66°48'12" West, 60.01 feet; thence South 65°38'19" West, 140.00 feet; thence North 24°21'41" West, 12.97 feet; thence South 65°38'19" West, 143.95 feet; thence South 67°50'00" West, 61.82 feet; thence 79.51 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22°46'45" and a chord bearing and distance of North 49°29'15" West, 78.99 feet; thence 195.02 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 42°58'34" and a chord bearing and distance of North 39°23'20" West, 190.48 feet; thence 132.52 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 37°57'50" and a chord bearing and distance of North 36°52'58" West, 130.11 feet; thence 37.65 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 08°17'49" and a chord bearing and distance of North 51°42'58" West, 37.62 feet; thence North 47°34'04" West, 10.94 feet; thence 28.71 feet along a curve to left, said curve having a radius of 230.00 feet, a central angle of 07°09'06" and a chord bearing and distance of North 51°08'37" West, 28.69 feet; thence North 35°16'50" East, 60.00 feet; thence 36.20 feet along a curve to the right, said curve having a radius of 290.00 feet, a central angle of 07°09'06" and a chord bearing and distance of South 51°08'37" East, 36.17 feet; thence South 47°34'04" East, 10.94 feet; thence 28.96 feet along a curve to left, said curve having a radius of 200.00 feet, a central angle of 08°17'49" and a chord bearing and distance of South 51°42'58" East, 28.94 feet; thence 172.27 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 37°57'50" and a chord bearing and distance of South 36°52'58" East, 169.14 feet; thence 107.70 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 30°51'10" and a chord bearing and distance of South 33°19'38" East, 106.40 feet; thence 115.02 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 25°20'45" and a chord bearing and distance of North 48°16'51" East, 114.08 feet; thence North 60°57'13" East, 32.60 feet; thence 104.67 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 23°04'00" and a chord bearing and distance of North 72°29'14" East, 103.97 feet; thence 57.82 feet along a curve to the left, said curve having a radius of 250.00 feet, a central angle of 13°15'03" and a chord bearing and distance of North 77°23'43" East, 57.69 feet; thence North 27°47'47" West, 126.17 feet; thence North 38°33'00" East, 78.77 feet; thence North 35°52'57" East, 180.14 feet; thence North 33°36'08" East, 450.00 feet; thence North 18°37'47" East, 221.91 feet; thence North 19°03'36" East, 87.10 feet; thence North 15°13'37" East, 81.15 feet; thence North 14°41'08" West, 81.09 feet; thence North 06°16'59" West, 48.44 feet; thence North 09°55'27" East, 114.11 feet; thence North 24°17'13" East, 47.97 feet; thence North 49°42'06" East, 130.98 feet; thence South 38°28'45" East, 120.72 feet; thence South 13°46'23" West, 53.82 feet; thence 56.79 feet along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 54°13'37" and a chord bearing and distance of South 49°06'48" East, 54.69 feet; thence North 89°23'30" East, 228.73 feet, to a point on the East line of said Section 26 and the centerline of said Chubb Road; thence South 00°36'30" East, 1038.91 feet, along the East line of said Section 26 and the centerline of said Chubb Road, to the East 1/4 corner of said Section 26; thence Due South, 256.01 feet, along the East line of said Section 26 and the centerline of said Chubb Road; thence

Due West, 208.34 feet; thence South 24°21'04" West, 43.45 feet; thence South 27°04'50" East, 124.02 feet; thence South 71°04'40" East, 116.07 feet; thence Due East, 60.00 feet, to a point on the East line of said Section 26 and the centerline of said Chubb Road; thence Due South, 350.04 feet, along the East line of said Section 26 and the centerline of said Chubb Road, to the Point of Beginning. All of the above containing 26.458 Acres. All of the above being subject to easements, restrictions and right of ways of record. All of the above being subject to the rights of the public in Chubb Road.

Parcel No. 21-26-400-014 *PT*

Together with and subject to the following:

1. Liens for taxes and assessments not yet due and payable.
2. Laws, ordinances and regulations of applicable governmental authorities.
3. Third Amended, Consolidated and Restated Declaration of Easements, Covenants and Restrictions for Tanglewood Golf Community recorded on August 16, 2005 in Liber 36071, Page 267, Oakland County Records, as amended by First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded on September 27, 2010 in Liber 42401, Page 118, Oakland County Records, Second Amendment of Third Amended, Consolidated and Restated Declaration of Easements, Covenants, Conditions and Restrictions recorded on 6-24-14, 2014 in Liber 47155 Page 308, Oakland County Records, and as may be further amended.
4. Revised and Restated Planned Development Agreement for Tanglewood, recorded on April 26, 2006 in Liber 37472, Page 605, Oakland County Records, as amended by First Amendment of Revised and Restated Planned Development Agreement for Tanglewood recorded on September 27, 2010 in Liber 42401, page 122, Oakland County Records and Second Amendment of the Revised and Restated Planned Development Agreement for Tanglewood recorded on June 3, 2014 in Liber 47087, Page 474 Oakland County Records, and as may be further amended.
5. Pole Line Permit in favor of The Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 37MR, page 309.
6. Release of Right of Way in favor of the Board of County Road Commissioners of the County of Oakland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 40MR, page 100.
7. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land comprising the bed of a creek, or land created by fill or artificial accretion.
8. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of a creek.

9. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

### **ARTICLE 3** **DEFINITIONS**

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

Section 3.1 Act. The “Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2 Association. “Association” means Tanglewood Greenbrier Condominium Association, which is 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.

Section 3.3 Bylaws. “Bylaws” means Exhibit A hereto, being the By-laws setting forth the substantive rights and obligations of the Co-Owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The By-laws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 3.4 Common Elements. “Common Elements”, where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.5 Community. “Community” means Tanglewood Golf Community located in Lyon Township, Oakland County, Michigan of which the Condominium is a part as described in the Declaration and PD Agreement defined below.

Section 3.6 Community Association. “Community Association” means the Tanglewood Golf Community Homeowner’s Association, of which all Owners of Units in Tanglewood Greenbrier are members. All Units in Tanglewood Greenbrier are subject to the jurisdiction of the Community Association, the Declaration and the PD Agreement.

Section 3.7 Condominium Documents. “Condominium Documents” means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.8 Condominium Premises. “Condominium Premises” means and includes the land described in Article 2 above and all easements, rights and appurtenances belonging to Tanglewood Greenbrier as described above.

Section 3.9 Condominium Project, Condominium or Project. “Condominium Project”, “Condominium” or “Project” means Tanglewood Greenbrier as a Condominium Project established in conformity with the provisions of the Act.

Section 3.10 Condominium Subdivision Plan. “Condominium Subdivision Plan” or “Plan” means Exhibit B hereto.

Section 3.11 Consolidating Master Deed. “Consolidating Master Deed” means the final amended Master Deed, if any, which shall describe Tanglewood Greenbrier as a completed Condominium Project and shall reflect the land area, if any, converted pursuant to Article 10 below, contracted pursuant to Article 9 below, or expanded pursuant to Article 8 below from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. 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 the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements “as built” are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 3.12 Construction and Sales Period. “Construction and Sales Period,” for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as Developer owns any Unit which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units.

Section 3.13 Co-Owner. “Co-Owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term “Owner”, wherever used, shall be synonymous with the term “Co-Owner.” In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the “Co-Owners” of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer shall retain the rights and obligations of a Co-Owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of “Co-Owner” set forth in Section 6 of the Act, as amended by Public Act 379 of 2000. “Owner” or “Co-Owner” shall not include a mortgagee of a Unit unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Unit, or has an interest as a land contract vendee (other than Units owned by Developer), the interests of all such persons collectively shall be that of one Co-Owner.

Section 3.14 Declaration. "Declaration" means the Third Amended, Consolidated and Restated Declaration of Easements, Covenants and Restrictions for Tanglewood Golf Community recorded on August 16, 2005 in Liber 36071, Page 267, Oakland County Records, as amended by First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded on September 27, 2010 in Liber 42401, Page 118, Oakland County Records, Second Amendment of Third Amended, Consolidated and Restated Declaration of Easements, Covenants, Conditions and Restrictions recorded on \_\_\_\_\_, 2014 in Liber \_\_\_\_\_, Page \_\_\_\_\_, Oakland County Records, and as may be further amended.

Section 3.15 Declarant. "Declarant" means Freund Associates, a Michigan co-partnership, which recorded the Declaration and which has reserved certain powers pursuant to the Declaration related to the Community.

Section 3.16 Developer. "Developer" means Pulte Land Company, LLC, 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 such terms are used in the Condominium Documents.

Section 3.17 Entrance Way, Landscaping and Perimeter Improvements. "Entrance Way, Landscaping and Perimeter Improvements" means any entranceway signs and monuments, landscaping and related improvements, and any perimeter landscaping or fencing installed by Developer within the Condominium.

Section 3.18 First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty percent (50%) of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold, whichever first occurs.

Section 3.19 PD Agreement. "PD Agreement" means the Revised and Restated Planned Development Agreement for Tanglewood, recorded on April 26, 2006 in Liber 37472, Page 605, Oakland County Records, as amended by First Amendment of Revised and Restated Planned Development Agreement for Tanglewood recorded on September 27, 2010 in Liber 42401, page 122, Oakland County Records, and Second Amendment of the Revised and Restated Planned Development Agreement for Tanglewood recorded on June 3, 2014 in Liber 47087 Page 474 Oakland County Records, and as may be further amended.

Section 3.20 Residential Builder. "Residential Builder" means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980, and who acquires title to one or more Units in the Condominium for the purpose of constructing a Residence on the Unit and subsequently reselling the Unit.

Section 3.21 Roads. "Roads" mean the Roads serving the Project as described in Section 6.5 below including any boulevard islands and turning circles. The Roads within Tanglewood Greenbrier are intended to be public roads to be dedicated to the Road Commission

for Oakland County. Until such dedication the Roads shall be General Common Elements to be maintained by the Association as described in Article 4 below. After such dedication the Association shall remain responsible for any repairs or maintenance not undertaken by the Road Commission for Oakland County, including snow and ice removal and landscaping of turning circles, boulevard islands and entrance areas.

Section 3.22 Road Commission. "Road Commission" means the Road Commission for Oakland County.

Section 3.23 Sidewalks. "Sidewalks" means the internal sidewalks along the Roads in the Condominium.

Section 3.24 Storm Water Drainage Facilities. "Storm Water Drainage Facilities" means the storm sewer system, storm water detention areas and drainage facilities within or serving the Project, including certain off-site storm water drainage facilities and easements shown on Exhibit B. It is intended that a public storm sewer easement adjacent to Crooked Tree Court will be dedicated to the Road Commission for Oakland County as shown on Exhibit B.

Section 3.25 Township. "Township" means the Charter Township of Lyon, Michigan.

Section 3.26 Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association take office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by Developer.

Section 3.27 Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in Tanglewood Greenbrier as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

#### **ARTICLE 4**

#### **COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS**

The Common Elements of the Project as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

Section 4.1 General Common Elements. The General Common Elements are:

4.1.1 Land. The land described in Article 2 above (other than that portion thereof described in Section 4.2 or Section 5.1 below or in Exhibit B, attached, as constituting the Condominium Units or Limited Common Elements), including riparian and littoral rights, if any, attributable to such land, and including any open space areas and other land areas designated as General Common Elements on attached Exhibit B.

4.1.2 Roads. The Roads throughout the Condominium, so long as neither the Developer nor the Association has dedicated the Roads to public use through a



conveyance or the grant of an easement for roadway purposes to the Road Commission or any other governmental entity. Developer intends to dedicate the Roads in the Condominium to public use as reserved in Section 6.5 below.

4.1.3 Surface Improvements. Surface improvements not identified as Limited Common Elements and not located within the boundaries of a Unit, including the Entrance Way, Landscaping and Perimeter Improvements, internal Sidewalks, turning circles and boulevard islands (except to the extent of dedication to the Road Commission), and any surface improvements located in open space areas.

4.1.4 Easements. All beneficial utility, drainage, access, and other easements pertaining to the Project, including off site easements for Storm Water Drainage Facilities, private sanitary sewer, public water and other utility easements as shown on attached Exhibit B.

4.1.5 Utilities. Some or all of the utility lines and appurtenances, including electric, telephone and telecommunications, gas, water, sanitary sewer and storm sewer systems, and storm water detention areas and drainage facilities and equipment described below may be owned by the local public authority, or by the company that is providing the pertinent service or may be subject to the ownership or jurisdiction of the Community Association. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the Township or other governmental authorities or the Community Association, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

4.1.6 Electrical. Subject to 4.1.5, the electrical transmission system throughout the Project up to, but not including the electric meters for each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.7 Telephone and Telecommunications System. Subject to 4.1.5, the telephone or telecommunications equipment and system throughout the Project up to the point of connection to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.8 Gas. Subject to 4.1.5, the gas distribution system throughout the Project up to the point where it is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.9 Water. Subject to 4.1.5, the water distribution system throughout the Project up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.10 Private Sanitary Sewer. Subject to 4.1.5, the private sanitary sewer system throughout the Project up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.11 Storm Water Drainage Facilities. Subject to 4.1.5, the Storm Water Drainage Facilities throughout the Project and related improvements, including the detention basins and the basin access areas shown on Exhibit B and including off-site Storm Water Drainage Facilities that serve the Condominium as shown on Exhibit B, including easements.

4.1.12 Open Space Areas; Private Parks. The Open Space Areas shown on Exhibit B including any landscape areas, open space natural areas, private parks, wetland areas and any buffers. The Open Space Areas shall remain undeveloped in perpetuity except for the uses shown in on Exhibit B, if any, unless the Township Board consents otherwise. Any wetland areas subject to regulation by the Michigan Department of Environmental Quality ("MDEQ") shall remain undeveloped in perpetuity and be used only as indicated on Exhibit B or as otherwise approved by the MDEQ.

4.1.13 Other. Such other elements of the Project not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which the limited Common Elements are appurtenant. There are currently no Limited Common Elements in the Project. Developer reserves the right to add Limited Common Elements by amendment to the Master Deed pursuant to Article 7 below.

Section 4.3 Responsibilities. The respective responsibilities for the maintenance, reconstruction, repair and replacement of the Common Elements are as follows:

4.3.1 Co-Owner Responsibilities. The responsibility for, and the costs of insurance, maintenance, decoration, repair and replacement of any and all structures and improvements, including lawn, landscaping, and driveways and snow removal on driveways and walks, located within or upon a Unit and any appurtenant Limited Common Elements, and the cost of utilities serving the Co-Owner's Unit shall be borne by the Co-Owner of the Unit. Each Co-Owner also shall be responsible for maintaining the lawn and landscaping on the lawn extension between the Co-Owner's Unit and the edge of the street pavement, and for snow and ice removal of any Sidewalk between the Co-Owner's Unit and the edge of the street pavement, and the surface of all easement areas on such Co-Owner's Unit, except as otherwise provided in the Master Deed and Bylaws.

4.3.2 Association Responsibilities. Except as provided in Section 4.3.3 below, the Association, by its Board of Directors, shall be responsible for insurance, maintenance, repair and replacement of the General Common Elements, including maintenance of the Sidewalks (except for snow and ice removal which is the responsibility of the Co-Owners' as described in Section 4.3.1), and street maintenance and snow plowing until dedication of the Roads to the Road Commission for Oakland County. Provided, the Association shall maintain the landscaped areas in the boulevard

islands and turning circles located in the Roads even after the Roads are publicly dedicated, and the expense thereof shall be assessed to the Co-Owners as set forth in Article 2 of the Bylaws. The Association shall provide maintenance of the Open Space Areas in perpetuity. The cost of insurance, maintenance, repair and replacement of all General Common Elements shall be borne by the Association subject to any provisions of the Master Deed and Bylaws expressly to the contrary, and assessed to the Co-Owners as set forth in the Bylaws.

4.3.3 Community Association. The Community Association is responsible for maintenance of the Community Common Areas as defined in the Declaration including certain easement areas as described in the Declaration. To the extent any Community Common Areas exists within or affect the Condominium the Community Association shall be responsible for maintenance of such Common Areas, and the Declaration establishes easements for such purpose.

4.3.4 Maintenance by Township. In the event the Township, in its capacity as the governmental body with jurisdiction over the Condominium, determines that the General Common Elements are not being properly maintained, the Township shall serve written notice upon the Association setting forth the manner in which it has failed to maintain the General Common Elements in reasonable condition and order. The notice shall include a demand that deficiencies in the maintenance be cured within thirty (30) days or such additional period of time as shall be reasonable under the circumstances. If the deficiencies set forth in the notice are not cured within said thirty (30) day period, or such additional period of time as shall be reasonable under the circumstances, the Township may enter upon the General Common Element to maintain, repair or replace such General Common Element and assess the cost of maintenance to the Co-Owners, which shall be a lien and encumbrance on their Units which may be enforced by the Township in the same manner as enforcement of special tax assessments. The Township may add to the actual cost of maintenance and repair a sum of up to twenty-five percent (25%) to cover its reasonable costs incurred as a result of the maintenance, repair or replacement of the General Common Element. All Assessments shall be due and payable upon receipt and shall bear interest at the rate of one and a half percent (1 1/2 %) per month until paid. Should deficiencies in the maintenance of a General Common Element be determined by the Township to constitute an impending and immediate danger to the health, safety and welfare of the public or a private or public nuisance, the Township shall have the right to take immediate corrective action and summarily abate such danger or nuisance.

4.3.5 Developer Responsibility. The Developer shall be responsible for maintenance of the General Common Elements, including the roads, landscaped areas, open space areas, and drains over which jurisdiction has not been assumed by the Road Commission for Oakland County, the Oakland County Water Resources Commissioner, or other agency, until such time as the Association is organized and the Developer assigns such responsibilities to the Association.

Section 4.4 Use of Common Elements and Units. No Co-Owner shall use the Co-Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the

Project or the Declaration, or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of the Co-Owner's Unit or the Common Elements.

Section 4.5 Residential Use; Storm Water Drainage Facilities. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the Township and the requirements of other applicable governmental authorities and the Declaration. No modification, use or occupancy of any Storm Water Drainage Facilities shall occur without the prior written approval of Developer, the Association, the Township, and applicable governmental authorities, and any approvals required under the Declaration.

Section 4.6 Private Sanitary Sewer System. The Project sanitary sewer system is a private system approved and monitored by the Michigan Department of Environmental Quality ("MDEQ") and presently operated by Highland Treatment for the benefit of the Project and the Community. Each Unit Owner shall be responsible for a proportionate share of charges assessed for maintenance and repair of the sanitary sewer system serving the Condominium and Community pursuant to the Declaration.

Section 4.7 Community Declaration and PD Agreement. The Community Declaration establishes certain easements, covenants, conditions and restrictions pertaining to the use and occupancy of the Condominium as part of the larger Community, and all Units in the Condominium are subject to and must comply with such restrictions, and all Units shall be responsible for payment of a proportionate share of assessments of the Community Association to pay costs related to the Community. In addition, the Condominium and Community are subject to the terms and provision of the PD Agreement, and use by each Owner of the Owner's Unit and the Common Elements shall be consistent with the PD Agreement.

Section 4.8 Wetlands; Conservation Easement. The Project abuts and includes certain wetland areas as shown on Exhibit B. No modification, use or occupancy of any wetland areas or buffers is permitted without the prior written approval of Developer, the Association, applicable governmental authorities, including without limit the Township and the MDEQ, and any approvals required under the Declaration. Certain wetlands are subject to conservation easements as shown on Exhibit B, and use and occupancy of such areas are subject to the terms of the conservation easement agreements recorded or to be recorded in the Oakland County Records.

Section 4.9 Golf Course Easements and Golf Course Community. The Project is located adjacent to a public golf course which is separately owned and operated ("Golf Course"). Membership in the Association or Community Association does not include the right to use the Golf Course. No Co-Owner shall have access to the Golf Course without such Co-Owner obtaining an appropriate membership or paying the required entry fee for use of the Golf Course. In addition, under the Declaration, users of the adjacent Golf Course are entitled to easements for the purpose of entering the Units and Common Elements of the Project to retrieve errant golf balls, and an easement exists for a golf cart path crossing over certain Roads in the Condominium.

Section 4.10 Limits on Use of Nine Mile Road Entry. The entry to the Project from Nine Mile Road shall be used for emergency purposes only by the Township, Developer and

applicable emergency service vehicles until such time as Chubb Road has been paved from Ten Mile Road to Nine Mile Road.

## **ARTICLE 5**

### **UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

Section 5.1 Description of Units. The Project contains 35 Units numbered 1 through 35 inclusive. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Tanglewood Greenbrier surveyed by Seiber, Keast Engineering L.L.C. and attached as Exhibit B. Each Unit shall consist of the land and area contained within the Unit boundaries as shown on attached Exhibit B and delineated with heavy outlines. Any structure, improvements or driveways constructed on any Unit shall be built in accordance with the requirements of this Master Deed and exhibits and in accordance with the Declaration and the requirements of applicable governmental authorities including the Township.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal and the number obtained by dividing 100 by the number of Units in the Condominium.

The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all of the Units of the Project is one hundred percent (100%).

## **ARTICLE 6**

### **EASEMENTS, RESERVATIONS AND AGREEMENTS**

Section 6.1 Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of all utilities in the Condominium. Except for improvements or easements established or constructed by Developer, this section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, a Unit, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement. Developer hereby reserves and declares permanent and perpetual non-exclusive easements to the Township, Oakland County and all other government authorities or private companies providing, operating and/or maintaining utility services including the owner and operator of the sanitary sewer system serving the Project, and their respective successors, assigns and transferees for ingress and egress in, over, under and through all Units, Roads, and the other Common Elements for the operation, maintenance, repair and replacement of the water supply system, sanitary sewer system, gas and

electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all water, gas, electric and sanitary sewer lines, all of which easements shall be for the benefit of the Project, including mortgagees of any portion of the Project. These easements shall run with land in perpetuity. Developer has no financial obligation to support such easements.

Section 6.2 Easement in Favor of the Association. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the Project for access to the Units, detention basins, drainage facilities, water and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Co-Owner shall be primarily responsible for maintenance of the exterior of all structures and improvements within a Co-Owner's Unit as set forth in Article 4 above. In the absence of performance by the Co-Owner involved, the Association may undertake the maintenance of a Unit or the exterior of structures and improvements and lawn and landscaping. If such work is performed upon a Unit by the Association, the Co-Owner of the Unit shall reimburse the Association for all costs incurred by the Association within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of a structure or other improvements on any Unit. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

Section 6.3 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 for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of Developer so long as the Construction and Sales Period has not expired.

Section 6.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium 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. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or any appurtenant Limited Common Elements.

Section 6.5 Roadway and Utility Easements; Right of Way Dedication. Developer reserves the right at any time during the Construction and Sales Period to grant easements for public or private utilities over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to dedicate or transfer title of the Roads and road right-of-ways and utilities to state, county or local governments, including a conveyance and dedication to the Road Commission of title or an easement for right of way for public roadway purposes to the Roads in the Project. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by an appropriate dedication or easement, recorded in the Oakland County Records. All Co-Owners and mortgagees of Units and other persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to the foregoing easement or transfer of title. Developer reserves for itself, its successors and assigns, and all future owners of the land described in Article 2 and Article 8 or any portion or portions thereof, an easement for the unrestricted use of the Roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the land described in Article 2 and Article 8. Developer also reserves easements over all of the Common Elements areas of the Condominium and the land described in Article 2 and Article 8 for the purpose of reasonable access from the Roads to the Units located on the land described in Article 2 and Article 8.

Until dedication and conveyance of the Roads to the Road Commission for public roadway purposes, there shall exist for the benefit of the Township or any emergency service agency, an easement over all the Roads in the Condominium, for use by the Township, Road Commission and emergency vehicles for purposes of ingress and egress to provide fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners. The Association shall be responsible for maintenance of road signs in accordance with the Michigan Manual of Uniform Traffic Control Devices, and the Township and Road Commission shall have the authority to enforce all applicable traffic codes and regulations on the Roads of the Condominium.

The Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of public Roads within or adjacent to the Condominium premises upon approval by affirmative vote of not less than 51% of the Co-Owners that own Units within the special assessment district.

Developer intends to, and by recordations of this Master Deed reserves the right and power to, dedicate all the Roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-Owners and mortgagees, shall be deemed irrevocably to have appointed Developer, and/or its successors as agent and attorney-in-fact to make such dedication and to act in behalf of all Co-Owners and their mortgagees in any statutory or special assessment proceedings with respect to the dedicated Roads. The foregoing rights and powers may be exercised by the Association upon transfer of the Developer's responsibility to the Association as set forth in the Master Deed or Bylaws, after the Transitional Control Date.

Section 6.6 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to 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 (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6.7 Storm Water Drainage Facilities. Storm Water Drainage Facilities, including easements are established to assure the perpetual functioning of the storm water detention areas and drainage facilities within and serving the Project as shown on Exhibit B, including certain off-site Storm Water Drainage Facilities and easements serving the Project pursuant to separate easement documents recorded or to be recorded. To maintain the intended function of the Storm Water Drainage Facilities and easements, no modification, use or occupancy of such areas is allowed without the prior written approval of the Developer, the Association and applicable governmental authorities, including the Township and the Oakland County Water Resources Commissioner and any necessary approvals required by the Declaration. Except as provided in the Declaration, the Association is responsible for maintenance, repair and replacement of the Storm Water Drainage Facilities of the Project including the off-site Storm Water Drainage Facilities in accordance with applicable easements and the requirements of applicable governmental authorities, and the cost of such maintenance, repair and replacement shall be assessed to the Co-Owners of the Units by the Association as described in the Bylaws.

Except to the extent of dedication to and acceptance by a public authority, the cost of maintenance, repair and replacement of the Storm Drainage Facilities (including, without limitation, all lakes, drainage areas, dams) shall be borne by the Association. In the event the Association fails to provide adequate maintenance, repair, or replacement of the Storm Drainage Facilities, Lyon Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies be cured within a reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair or replacement and the costs associated plus a 25% administration fee may be assessed against the Co-Owners and collected as a special assessment on the next annual Lyon Township tax roll.

As shown on Exhibit B, road storm drainage easements are provided adjacent to the road rights of way within the Project and such storm drainage easements and drainage facilities shall be maintained in accordance with the requirements of the Road Commission and the Township.

Section 6.8 Utility Easements. Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication



service are reserved and established across the Units, and Common Elements as set forth on Exhibit B including certain off-site easements and facilities. Developer has or may enter into separate easement agreements and dedication with the Township, other governmental authorities or utility companies or the owner of the adjacent land, Declarant, or Community Association for sewer, water and utility purposes, the terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Project to facilitate development of the Project and to appropriate governmental agencies or to utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate document, recorded in the Oakland County Records or the recordings of a separate easement agreement. 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 or recording of a separate easement as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 6.9 Easements in Declaration. The Project is subject to and benefitted by certain easements reserved in the Declaration including without limitation utility and storm water drainage easements, easements for Community signs, errant golf ball easements, water system easements, private sanitary sewer easements and other easements, and all Unit Owners shall abide by the terms and conditions of the easements and other terms of the Declaration.

Section 6.10 Further Rights Reserved to Developer. Developer reserves for the right of itself, the Association, their respective successors and assigns and all Co-Owners of the land described in Article 2 and Article 8, or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances. Developer further reserves easements over the land described in Article 2 and Article 8 above for the purpose of reasonable access from the Roads to the Units and residences in furtherance of the development of the Project.

## **ARTICLE 7** **AMENDMENT**

This Master Deed and the Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Co-Owners, except as set forth below:

Section 7.1 Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements may be modified without the consent of the Co-Owner in any material manner without the written consent of the Co-Owner, except as otherwise expressly provided in this Master Deed including determining the exact location and dimensions of the Limited Common Elements as set forth in Article 4 above.

Section 7.2 Mortgagees Consent. To the extent required by Section 90a(9) of the Act, wherever a proposed amendment would alter or change the rights of mortgagees generally, then

such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 7.3 By Developer. Pursuant to Section 90(l) of the Act, 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 Co-Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner and of a mortgagee, in which event Co-Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 7, and in Section 7.2 of this Article, except as otherwise provided in this Article.

Section 7.4 Changes in Percentage of Value; Unit Dimensions. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes may not be modified without the consent of the affected Co-Owner or Mortgagee. A Co-Owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the consent of each affected Co-Owner.

Section 7.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all Co-Owners.

Section 7.6 Developer Approval. During the Construction and Sales Period Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, Article 10, Article 11 and Article 12 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer.

Section 7.7 Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4 above and Section 90(4) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

7.7.1 To modify the types and sizes of Units and the General Common Elements and any Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to a Co-Owner so long as such modification complies with the requirements of applicable governmental authorities, and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to a Co-Owner.

7.7.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.7.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements.

7.7.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.7.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

7.7.6 To make, define or limit easements affecting the Condominium.

7.7.7 To record an "AS BUILT" Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as "MUST BE BUILT" or "NEED NOT BE BUILT," subject to any limitations or obligations imposed by the Act.

7.7.8 To convert the Condominium as set forth in Article 10 below.

7.7.9 To contract the Condominium as provided in Article 9 below.

7.7.10 To expand the Condominium as provided in Article 8 below.

Section 7.8 Township Approval of Certain Amendments. Notwithstanding anything in this Master Deed or in the Bylaws to the contrary, there shall be no amendment to or termination of any provision of the Master Deed, Bylaws or Condominium Subdivision Plan that affects or limits the rights of the Township or other applicable governmental authority as provided in this Master Deed, Bylaws, Condominium Subdivision Plan or the PD Agreement without first obtaining review and approval by the Township or other governmental authority, as applicable. Without limiting the foregoing, review and approval by the Township shall be required prior to any expansion, conversion or contraction of the Condominium.

The amendments described in this Section 7.7 may be made without the consent of Co-Owners or mortgagees. The rights reserved to Developer under this section may not be amended except with the consent of the Developer.

## **ARTICLE 8**

### **AREA OF FUTURE DEVELOPMENT**

Section 8.1 Area of Future Development. The Project established pursuant to the initial Master Deed consists of thirty-five (35) Units and may be the first stage of an expandable condominium under the Act. The maximum number of Units which may be added to the Condominium is sixty-four (64) additional Units, for a maximum total of ninety-nine (99) Units in the Project as expanded. Additional Units, if any, will be established upon all or some portion of the following described land ("Area of Future Development"):

Legal Description of Tanglewood Greenbrier– Area of Future Development:

A parcel of land located in the East 1/2 of Section 26, Town 1 North, Range 7 East, Lyon Township, Oakland County, Michigan, being more particularly described as commencing at the Southeast Corner of said Section 26; thence South 89°58'45" West, 667.79 feet along the South line of said Section 26 and the centerline of Nine Mile Road to the POINT OF BEGINNING; thence continuing South 89°58'45" West, 60.00 feet along the South line of said Section 26 and the centerline of said Nine Mile Road; thence North 00°01'15" West, 110.00 feet; thence South

89°58'45" West, 449.60 feet; thence North 55°57'31" West, 122.80 feet; thence North 07°05'31" West, 126.68 feet; thence North 05°49'05" East, 77.52 feet; thence North 32°26'51" East, 93.00 feet; thence North 45°02'22" East, 61.20 feet; thence South 81°00'27" East, 162.52 feet; thence South 83°51'47" East, 145.03 feet; thence North 89°58'45" East, 13.99 feet; thence North 85°50'34" East, 84.36 feet; thence South 62°37'49" East, 32.15 feet; thence North 39°05'39" East, 39.73 feet; thence North 06°34'19" East, 79.02 feet; thence North 19°59'14" West, 191.54 feet; thence North 04°38'33" West, 90.30 feet; thence Due East, 153.49 feet; thence 143.23 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 31°33'50", and a chord bearing and distance of North 14°03'33" East, 141.43 feet; thence 210.24 feet along a curve to the left, said curve having a radius of 330.00 feet, a central angle of 36°30'10", and a chord bearing and distance of North 11°35'23" East, 206.70 feet; thence South 83°20'18" West, 141.86 feet; thence North 19°26'58" West, 73.26 feet; thence North 44°41'37" West, 91.35 feet; thence North 35°49'37" West, 270.04 feet; thence North 29°08'38" West, 227.29 feet; thence North 24°21'41" West, 423.94 feet; thence North 61°58'59" East, 134.55 feet; thence North 67°50'00" East, 61.82 feet; thence North 65°38'19" East, 143.95 feet; thence South 24°21'41" East, 12.97 feet; thence North 65°38'19" East, 140.00 feet; thence North 66°48'12" East, 60.01 feet; thence North 65°38'19" East, 119.00 feet; thence North 87°59'10" East, 44.61 feet; thence South 21°54'16" East, 145.95 feet; thence South 37°30'56" East, 37.31 feet; thence South 53°43'36" East, 64.00 feet; thence South 57°54'44" East, 85.89 feet; thence South 47°31'34" East, 127.46 feet; thence South 31°03'56" East, 51.16 feet; thence North 89°42'42" East, 90.00 feet; thence North 79°32'37" East, 91.23 feet; thence Due South 158.22 feet; thence South 41°47'34" West, 42.30 feet; thence 144.60 feet along a curve to the right, said curve having a radius of 60.00 feet and a central angle of 138°05'05", and a chord bearing and distance of South 20°50'06" West, 112.06 feet; thence 32.74 feet along a curve to the left, said curve having a radius of 42.00 feet and a central angle of 44°39'36", and a chord bearing and distance of South 67°32'51" West, 31.92 feet; thence 185.02 feet along a curve to the right, said curve having a radius of 260.00 feet and a central angle of 40°46'18", and a chord bearing and distance of South 65°36'12" West, 181.14 feet; thence South 05°59'46" West, 153.16 feet; thence South 29°16'23" West, 83.40 feet; thence South 35°23'31" West, 188.67 feet; thence 308.28 feet along a curve to the right, said curve having a radius of 390.00 feet, and central angle of 45°17'25", and a chord bearing and distance of South 07°11'46" West, 300.32 feet; thence 208.18 feet along a curve to the left, said curve having a radius of 200.00 feet and a central angle of 59°38'18", and a chord bearing and distance of South 00°01'16" West, 198.91 feet; thence North 75°04'59" East, 183.97 feet; thence South 15°11'16" East, 90.00 feet; thence South 00°03'18" West, 451.92 feet; thence South 31°38'37" West, 111.17 feet; thence South 59°52'53" West, 90.04 feet; thence South 89°58'45" West, 171.29 feet; thence South 00°01'15" East, 110.00 feet to the South line of said Section 26 and the centerline of said Nine Mile Road to the Point of Beginning. All of the above containing 28.743 Acres. All of the above being subject to easements, restrictions and right of ways of record. All of the above being subject to the rights of the public in Nine Mile Road and Chubb Road.

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Section 8.2 Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of Developer from time to time, with a period ending no later than six (6) years from the date of recording of this Master Deed, be increased by the addition to this Condominium of all or any portion of the Area of Future Development and the establishment of Units thereon. The location, nature, appearance,

design (interior and exterior) and structural components of the dwellings and other improvements to be constructed within the Area of Future Development shall be determined by Developer in its sole discretion subject only to approval by the Township, but all such improvements shall be reasonably compatible with the existing Units in the Project, as determined by Developer in its sole discretion. No Unit shall be created within the Area of Future Development that is not restricted exclusive to residential use. Developer reserves the right to create easements within the initial Project for the benefit of Area of Future Development and adjacent properties.

Section 8.3 Expansion Not Mandatory. Developer is not obligated to enlarge the Condominium Project beyond the initial Project area established by this Master Deed and Developer may, in its discretion, establish all or a portion of the Area of Future Development, if any, as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of Developer to add to the Condominium Project all or any portion of the Area of Future Development described in this Article nor is there any obligation to add portions thereof in any particular order or to construct particular improvements in any specific location. Developer has reserved easements over the Project for the benefit of the property described in Section 8.1 above regardless of whether the Area of Future Development is added to the Condominium. Developer may create Common Elements within the Area of Future Development. The nature of the General or Limited Common Elements to be added is within the exclusive discretion of the Developer.

Section 8.4 Amendment to Master Deed and Modification of Percentages of Value. Expansion of the Condominium 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 Developer and shall provide that the percentages of value, to the extent appropriate, set forth in Article 5 above shall be proportionately readjusted in order to preserve the total value of one hundred (100%) per cent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of such readjustment shall be in the sole judgment of Developer. Such readjustment, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 8.5 Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as expanded, or to the additional parcel or parcels added to the Project by such amendment and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 8.

Section 8.6 Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The

Consolidating Master Deed, if and when recorded, and as above provided in Section 3.11 above, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 8.7 Consent of Interested Parties. 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 to this Master Deed to effectuate the purpose and intent of Article 8 and to any proportionate reallocation of percentages of value of existing Units which 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. Such amendment may be effected without the necessity of recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits.

## **ARTICLE 9**

### **CONTRACTION OF CONDOMINIUM**

Section 9.1 Roadway and Units. As of the date this Master Deed is recorded, the Developer intends to dedicate to the public use the Roads in the Condominium as shown on Exhibit B and described in Section 6.5 above. Developer therefore reserves the right to withdraw from the Condominium that portion of the land described in Article 2 and Article 8 that consists of the Roads as the same are shown on the Condominium Subdivision Plan. Developer also reserves the right to withdraw from the Condominium any present or future Units of the Condominium, and any Common Elements of the Condominium.

At the option of the Developer, within a period ending no later than six years from the date of recording this Master Deed, the Condominium may be contracted to withdraw from the Condominium the Roads in the Condominium dedicated to public use and any present or future Units or Common Elements of the Condominium. Provided, however, the consent of any Unit owner to the contraction of such owner's Unit or Common Elements shall be obtained prior to contraction of a Unit owned by an owner other than Developer.

Section 9.2 Withdrawal of Land. In addition, Developer unconditionally reserves the right to withdraw from the Condominium any portion of the land described in Article 2 and Article 8 when and if Developer in its sole discretion determines that development of the Condominium would be best served by so contracting the Condominium. The withdraw of such land pursuant to this Article 9 shall be effected by an amendment of the Master Deed as provided in Section 9.4 below, and by a conveyance or dedication or grant of easement of the road rights-of-way in the Condominium to the Road Commission for Oakland County (or any other appropriate governmental unit with appropriate jurisdiction) in the case of withdrawal of the road rights-of-way.

Section 9.3 Restrictions on Contraction. Apart from satisfying any governmental conditions to dedication of the Roads and road right-of-ways or other contraction, there are no restrictions on Developer's right to contract the Condominium as provided in this Article 9, except as set forth in Section 9.1 above.

Section 9.4 Consent Not Required. The consent of any Co-Owner shall not be required to contract the Condominium or to dedicate the roads and road right-of-ways to public use except as set forth in the last sentence of Section 9.1. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to dedicate the roads and road right-of-ways in the Condominium to public use or to thereafter contract the Condominium as herein provided. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

Section 9.5 Redefinition of Common Elements. The amendment or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinition of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 9.

Section 9.6 Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, and as above provided in Section 3.11, shall supersede the previously recorded Master Deed and all amendments thereto.

## **ARTICLE 10**

### **CONVERSION OF CONDOMINIUM**

The Condominium is established as a convertible condominium in accordance with the provisions of this Article and the Act:

Section 10.1 Convertible Areas. All present and future Common Elements and Units are designated as Convertible Areas and the land area within which Units and Common Elements may be added, removed, expanded and modified and within which Limited Common Elements may be created as provided in this Article. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. The maximum number of Units that may be created in the Project as it may be expanded pursuant to Article 8 or converted pursuant to this Article 10 is 99 Units. All Units shall be used for residential purposes. All structures and improvements within the Convertible Areas of the Condominium shall be

compatible with residential uses and with the structures and improvements on other portions of the Project, as determined by Developer in its sole discretion.

Section 10.2 Right to Convert. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the number, size, location, and configuration of any Unit that it owns or Common Elements in the Condominium, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements or Units within the Convertible Area and to designate Common Elements that may subsequently be assigned as Limited Common Elements. Provided, however, no portion of any Unit owned by a Co-Owner other than Developer shall be converted without such Co-Owner's consent.

Section 10.3 Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to those compatible with residential use. There are no other restrictions upon such improvements except as stated in this Article and those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, including the Township.

Section 10.4 Consent Not Required. The consent of any Co-Owner shall not be required to convert the Convertible Areas except as provided in Section 10.2 above. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the 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. Nothing herein contained, however, shall in any way obligated Developer to convert the Convertible Areas. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

Section 10.5 Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article 5 hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method



and formula described in Article 5 of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article.

## **ARTICLE 11**

### **SUBDIVISION, CONSOLIDATION AND MODIFICATION**

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 and Section 49 of the Act and this Article 11. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

Section 11.1 Modification of Units. Subject to the terms of the Declaration and the PD Agreement, Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-Owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and General 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 thereof, subject to the requirements of any governmental authority having jurisdiction over the Project. Any modifications by Developer in accordance with the terms of this Section 11 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 11.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article 7 of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 11.2 Consolidation or Relocation of Units. During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-Owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 7.4 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion

of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Units by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Units shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments 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 Project as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 11.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact 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.

## **ARTICLE 12** **ASSIGNMENT**

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

*[signatures on following page]*

Dated: June 12, 2014

DEVELOPER:

PULTE LAND COMPANY, LLC, a  
Michigan limited liability company

By: [Signature]  
Kevin Christofferson  
Its: Director of Finance

STATE OF MICHIGAN     )  
                                      )ss.  
COUNTY OF OAKLAND    )

On this 12<sup>th</sup> day of June, 2014, the foregoing Master Deed was acknowledged before me by Kevin Christofferson, the Director of Finance of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of said Company.

Public

Michigan

Embossed Hereon Is My  
Oakland County, Michigan Notary Public Seal  
My Commission Expires March 05, 2020  
**AMANDA J. VANDERPOOL**

Amanda J. Vanderpool  
Amanda J. Vanderpool, Notary  
Oakland County,

Acting in Oakland County  
My Commission Expires: March 5, 2020

PREPARED BY AND RETURN TO:  
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