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MASTER DEED

DIUBLE MEADOWS

(Act 59, Public Acts of 1978, As Amended)

THIS MASTER DEED is made and executed on this 6th day of October, 2003, by Diuble Meadows Development, L.L.C., a Michigan limited liability company, hereinafter referred to as the "Developer," whose mailing address is P.O. Box 577, Saline, Michigan 48176, in pursuance of the provisions of the Michigan Condominium Act as amended (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the Township of Lodi, County of Washtenaw, Michigan, and more particularly described as follows:

Commencing at the Northeast corner of Section 7, T3S, R5E, Lodi Township, Washtenaw County, Michigan; thence S01°38'39"E 60.01 feet along the East line of said Section 7 for a PLACE OF BEGINNING; thence continuing S01°38'39"E 2594.79 feet along said East line to the East 1/4 corner of said Section 7; thence S89°20'28"W 2001.94 feet along the East-West 1/4 line of said Section 7; thence N01°30'18"W 2590.79 feet along the West line of the East 1/2 of the West 1/2 of the Northeast 1/4 of said Section 7; thence N89°13'45"E 1995.59 feet along the Southerly Right-of-Way line of Waters Road (variable width) to the Place of Beginning, being part of the Northeast 1/4 of Section 7, T3S, R5E, Lodi Township, containing 118.96 acres of land, more or less, being subject to any easements of record, if any. (Units 1-59)

Commencing at the Southeast corner of Section 6, T3S, R5E, Lodi Township, Washtenaw County, Michigan; thence N00°45'09"W 60.00 feet for a PLACE OF BEGINNING, thence S89°13'45"W 250.30 feet along the Northerly Right-of-Way line of Waters Road (variable width); thence N00°44'29"W 631.66 feet; thence S89°13'45"W 627.75 feet; thence N00°41'38"W 451.85 feet; thence N00°42'13"W 870.52 feet; thence

Tax Code #: 81-13-07-100-001 and -002  
81-13-06-400-011

N00°58'08"W 271.13 feet; thence N00°46'40"W 267.22 feet; thence N00°40'19"W 105.19 feet; thence N89°12'27"E 122.43 feet along the East-West 1/4 line of said Section 6 to a point hereafter referred to as intermediate traverse point A; thence continuing N89°12'27"E 19.00 feet, more or less to the centerline of the Frey Fitzsimmons Drain; thence Southeasterly 1200.00 feet more or less along the centerline of said Frey Fitzsimmons Drain to a point which bears the following 8 courses along an intermediate traverse line from said intermediate traverse point A: S38°15'51"E 273.29 feet, S28°56'17"E 246.90 feet, S35°47'32"E 116.38 feet, S28°50'54"E 125.63 feet, S32°00'06"E 113.50 feet, S28°17'16"E 206.70 feet, S25°12'10"E 120.63 feet to intermediate traverse point B, and N86°24'26"E 26.28 feet to said point on the centerline of the Frey Fitzsimmons Drain; thence continuing N86°24'26"E 82.75 feet; thence S00°45'09"E 35.05 feet along the Westerly right-of-way line of Strieter Road (93.00 feet wide); thence continuing along the said Westerly right-of-way 437.74 feet along the arc of a 2897.79 foot radius non-tangential circular curve to the left, having a chord which bears S05°04'48"E 437.33 feet; thence S00°45'09"E 1101.00 feet along the East line of said Section 6 to the Place of Beginning, being part of the Southeast 1/4 of Section 6, T3S, R5E, Lodi Township, containing 33.37 acres of land, more or less, being subject to the rights of the public over that portion occupied by Streiter Road, and being subject to any easements of record, if any. (Units 60-73)

WHEREAS, the Developer desires, by recording this Master Deed, together with the 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, together with the improvements located and to be located thereon and the appurtenances thereto, as a building site project under the provisions of the Act;

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

## ARTICLE I

### 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 in limitation, the Articles of Incorporation and Rules and Regulations of the Diuble Meadows Homeowners 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 Diuble Meadows. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

2. "Association" means Diuble Meadows Homeowners Association, the non-profit corporation organized under Michigan law of which all owners shall be members, which corporation shall administer, operate, manage, and maintain the Project. 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 Project documents or the laws of the State of Michigan.

3. "Building envelope" means the portion of each unit within which the owner thereof may construct improvements such as a residence. No structures may be built outside of the building envelope within each unit as shown on Exhibit "B" attached hereto without the advance written approval of the Association and the Township of Lodi, if applicable.

4. "By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the 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 By-Laws of the Association as provided for under the Michigan Non-Profit Corporation Act.

5. "Common elements," where used without modification, shall mean both the general and limited common elements described in Article IV hereof.

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

7. "Construction and sales period" means, for the purposes of the Project documents and the rights reserved to the Developer thereunder, 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.

8. "Developer" means Diuble Meadows Development, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns.

9. "Drainage easement" means that portion, if any, of an individual unit or the general common elements that is subject to an easement for storm water drainage and detention purposes granted to the Washtenaw County Drain Commissioner, as shown on Exhibit "B" hereto.

10. "First annual meeting" means the initial meeting at which nondeveloper owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting (a) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units which may be created are sold, and (b) must be held within (i) fifty-four (54) months from the date of the first unit conveyance, or (ii) 120 days after seventy-five percent (75%) of all units which may be created are sold, whichever occurs first.

11. "Mortgagee" means the individual, financial institution, corporation, partnership, or other entity holding a first mortgage lien on an individual unit in Diuble Meadows.

12. "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 Project, and shall have the same meaning as "co-owner" as defined in the Act. "Owner" shall also include both a land contract vendor and a land contract vendee and they shall have joint and several responsibility for assessments by the Association.

13. "Project" means Diuble Meadows established in conformity with the provisions of the Act and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Diuble Meadows as described above.

14. "Project documents" wherever used 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.

15. "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 owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

16. "Unit" means a single condominium building site in Diuble Meadows, as described in Article V hereof and in Exhibit "B" hereto, and shall have the same meaning as "condominium unit" as defined in the Act. No unit shall be divided into more than one building site.

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 II

### TITLE OF PROJECT

The Project shall be known as Diuble Meadows, Washtenaw County Condominium Subdivision Plan No. 433. The engineering plans for the Project (including architectural plans for all dwellings and other improvements to be constructed therein) were or will be approved by, and are or will be on file with the Washtenaw County Building Department. The Project is established in accordance with the Act.

## ARTICLE III

### NATURE OF PROJECT

The units contained in the Project, 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 unit has been created for residential purposes and each unit is capable of individual utilization on account of having its own access to a common element of the Project. Each owner in the Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other owners the common elements of the Project as are designated by this Master Deed.

## ARTICLE IV

### COMMON ELEMENTS

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

1. The general common elements are:

a. The land described in page one hereof (other than that portion thereof described in Article V below and in Exhibit "B" hereto as constituting the individual building sites), including the private roads (which shall be subject to access easements for purposes of ingress and egress for township, police, fire, emergency, delivery, refuse collection, U.S. Post Office, and school vehicles) and the signs for which shall be maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices, and improvements not located within the boundaries of a unit. Those structures and improvements that now or hereafter are located within the boundaries of a unit shall be owned in their entirety by the owner of the unit in which they are located and shall not, unless otherwise expressly provided in the Project documents, constitute common elements;

b. The electrical wiring and natural gas line networks throughout the Project up to the point of lateral connection for unit service;

c. The telephone, television and telecommunication wiring networks throughout the Project up to the point of lateral connection for unit service;

d. The storm water drainage and detention easement system throughout the Project;

e. Easements for all of the aforementioned utility systems that are provided by or for the benefit of third parties are hereby dedicated to them for that purpose in the locations as set forth in Exhibit "B" hereto;

f. Such other elements of the Project not herein designated as general common elements which are not located within the perimeter of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines (including mains and service leads) and equipment described in Article IV, paragraphs 1b, c and d may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

2. Limited common elements shall be subject to the exclusive use and enjoyment of the owner of the unit or units to which such limited common elements are appurtenant. The owner of each unit shall have easement rights in the nature of a limited common element for the installation, maintenance and replacement of a well into such areas of the general common elements adjacent to each unit as shall be required by the Washtenaw County Health Department. All utilities servicing a unit up to the point of lateral connection with a general common element shall be limited common elements. No additional limited common elements have been designated as such in this Master Deed because there are no additional limited common elements in the Project. If any additional limited common elements are included in the Project at any time hereafter, they shall be shown on amendments to the Condominium Subdivision Plan.

3. The respective responsibilities for the maintenance, repair and replacement of the common elements are as follows:

a. Association Responsibilities. The costs of maintenance, repair and replacement of all general common elements in the Project shall be borne by the Association, including the private roads, any storm water drainage easement courses and detention easement areas, as shown on Exhibit "B" attached hereto, subject to any provision of the

Project documents expressly to the contrary. The Association shall enter into an agreement with the Washtenaw County Sheriff's Department to enforce State of Michigan traffic laws on its private roads. Routine maintenance of the stormwater facilities must be completed within fourteen (14) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Washtenaw County Drain Commissioner. Should the Association fail to act within this time frame, the Washtenaw County Drain Commissioner may perform the needed maintenance and assess the costs against the Association or the individual units in the Project. The general common element open space shall forever remain open space, subject only to uses approved on the site plan by the Township of Lodi. Further subdivision of open space land or its use for other than recreation, conservation or agricultural purposes, except for easements for utilities, shall be strictly prohibited. The dedication of open space in perpetuity is binding on all successors and assigns of the Developer and future owners of units in the Project. In the event that the Township undertakes maintenance within the open space as a result of inadequate maintenance by the Association, or the open space is determined by the Township to be a public nuisance, then, and in either of those events, any and all costs associated with maintenance performed by the Township will be assessed by the Township upon the unit owners in the Project.

b. Owner Responsibilities. The owners individually privately own their respective wells, septic tanks and drain fields and shall be responsible for the maintenance, repair and replacement of their respective wells, septic tanks, drain fields, and for all maintenance, repair or replacement that (1) is expressly assigned to them by any provision of the Project documents, or (2) is not expressly assigned to the Association by any provision of the Project documents; but none of the owners shall be responsible individually for maintenance, repair or replacement of any general common elements except as specifically provided in Article VI, Section 14 of the By-Laws. In the event an owner fails to maintain, repair or replace any items for which he is responsible, the Association (and/or the Developer during the construction and sales period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, repair or replace any of such improvements made within a unit, all at the expense of the owner of the unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any owner, shall be assessed against such owner and shall be due and payable within thirty (30) days; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Project documents and by law for the collection

of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Each unit of the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Diuble Meadows, as a separate building site as surveyed by Atwell-Hicks, Inc., a Michigan corporation, and attached hereto as Exhibit "B." Each unit shall consist of the space contained within the unit building site boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

2. The percentage value assigned to all units shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the Project and concluding that there are no material differences among the units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each owner's respective share of the common elements of the Project, the proportionate share of each respective owner in the proceeds and the expenses of administration and the value of such owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

3. Owners of adjacent units may combine them into one unit in accordance with Section 48 of the Act, subject to the approval of the Developer and the Township of Lodi. Once combined, said units shall be assessed as a single unit within the Project. The Association shall be responsible for the preparation and recording of any necessary amendment to the Master Deed and the owner or owners making any such change shall reimburse the Association for all expenses it incurs.

## ARTICLE VI

### RIGHTS OF MORTGAGEES

Notwithstanding any other provision in this Master Deed or the By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holders of first mortgages on at least two-thirds (2/3) of the units of record:

1. A first mortgagee, at its request, is entitled to written notification from the Association of any default by the owner of such unit in the performance of such owner's obligations under the Project documents which is not cured within sixty (60) days.

2. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of



first refusal" contained in the Project documents and shall be free to sell or lease such unit without regard to any such provision.

3. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

4. Unless at least two-thirds (2/3) of the owners and of the first mortgagees, pursuant to Section 90a of the Act, have given their prior written approval, the Association shall not be entitled to:

a. by act or omission seek to abandon or terminate the Project (in which event 80% of the owners and the first mortgagees must give their approval);

b. change the pro rata interest or obligations of any unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each unit in the common elements;

c. by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Project shall not be deemed a transfer within the meaning of this clause;

d. use hazard insurance proceeds for losses to any Project property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the Project.

5. Each first mortgagee has the right to examine the books and records of the Association and the Project.

6. No owner, or any other party, shall have priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

7. Any agreement for professional management of the Project regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' written notice at any time thereafter without cause or payment of a termination fee.

8. Notwithstanding anything provided hereinabove to the contrary, in the event of a vote for an amendment to the project documents, any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

#### ARTICLE VII

##### DAMAGE TO PROJECT

In the event the Project is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A."

#### ARTICLE VIII

##### EASEMENTS FOR UTILITIES

There shall be easements to, through and over the entire Project, including all of the land, for the continuing maintenance and repair of all utilities in the Project, including drain fields and wells. In the event any improvements located on one unit, including drain fields and wells, encroach upon a common element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance, repair and replacement thereof following damage or destruction. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Project for utility, roadway or safety purposes.

#### ARTICLE IX

##### FUTURE UTILITY EASEMENTS

The Developer further reserves the right at any time to grant easements for utilities over, under and across the general common elements of the Project to appropriate governmental agencies or public utility companies and to transfer title for 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 owner, mortgagee or other person and shall be evidenced by a grant of easement or an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Washtenaw County Records. All of the 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 as may be required to effectuate the foregoing grant of easement or transfer of title.

## ARTICLE X

### FUTURE EASEMENTS, LICENSES AND RIGHTS-OF-WAY

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 general common elements of the Project for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Project; subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Project documents may be modified nor may any of the obligations with respect thereto be varied without the consent of each person benefited thereby.

## ARTICLE XI

### ACCESS EASEMENTS

The Developer, the Association and all public or private utilities shall have such easements over, under, across, and through the Project, including all units and common elements, as may be necessary to fulfill any responsibilities of maintenance, repair or replacement which they or any of them are required or permitted to perform under the Project documents or by law. These easements include, without limitation, the right of the Association to obtain access to the unit during reasonable hours.

## ARTICLE XII

### MICHIGAN RIGHT TO FARM ACT

Owners in Diuble Meadows are hereby notified that the Project is located in an agricultural area of the Township of Lodi, and that it is surrounded by farm operations that are protected by the Michigan Right to Farm Act, which is Act 93 of the Public Acts of 1981, as amended. In approving the site plan for Diuble Meadows the Township of Lodi requested that the Developer notify all future owners of both the existence of said farm operations and the Act. It is the desire of the Township of Lodi to avoid having owners who move into the Project complain of the existence of said farm operations at a future date. The Michigan Right to Farm Act provides as follows:

1. As used in the Michigan Right to Farm Act:
  - a. "Farm" means the land, buildings, and machinery used in the commercial production of farm products.
  - b. "Farm operation" means a condition or activity which occurs on a farm in connection with the commercial production of farm products, and includes, but is not limited to, marketed produce at

roadside stands or farm markets; noise; odors; dust; fumes; operation of machinery and irrigation pumps; ground and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.

c. "Farm product" means those plants and animals useful to human beings and includes, but is not limited to, forages and sod crops, grains and feed crops, dairy and dairy products, poultry and poultry products, livestock, including breeding and grazing, fruits, vegetables, flowers, seeds, grasses, trees, fish, apiaries, equine and other similar products, or any other product which incorporates the use of food, feed, fiber, or fur.

d. "Generally accepted agricultural and management practices" means those practices as defined by the commission of agriculture. The commission shall give due consideration to available Michigan Department of Agriculture information and written recommendations from the Michigan State University college of agriculture and natural resources cooperative extension service and the agricultural experiment station in cooperation with the United States department of agriculture soil and conservation service and the agricultural stabilization and conservation service, the department of natural resources and other professional and industry organizations.

e. "Person" means an individual, corporation, partnership, association, or other legal entity.

2.

a. A farm or farm operation shall not be found to be a public or private nuisance if the farm or farm operation alleged to be a nuisance conforms to generally accepted agricultural and management practices according to policy as determined by the state agriculture commission. Generally accepted agricultural and management practices shall be reviewed annually by the state agriculture commission and revised as considered necessary.

b. A farm or farm operation shall not be found to be a public or private nuisance if the farm or farm operation existed before a change in the land use or occupancy of land within one (1) mile of the boundaries of the farm land, and if before that change in land use or occupancy of land, the farm or farm operation would not have been a nuisance.

### ARTICLE XIII

#### DIUBLE MEADOWS DRAINAGE DISTRICT

All owners in the Project take title to their individual units subject to a perpetual and permanent easement hereby granted in favor of the

Washtenaw County Drain Commissioner, Diuble Meadows Drainage District (collectively referred to as "Grantee"), and Grantee's successors, assigns, and transferees, in, over, under and through the property described on Exhibit "B" hereto, with said easement set forth thereon, which easement may not be amended or revoked, except with the written approval of Grantee, and which easement contains the following terms and conditions, with the Developer granting the following rights:

1. The easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening, and performing any associated construction activities and grading in connection with any type of drainage facilities, or storm drains, in any size, form, shape, or capacity.

2. The Washtenaw County Drain Commissioner shall have the right to enter and utilize the private road rights-of-way within Diuble Meadows to operate and maintain the drainage infrastructure located within these rights-of-way.

3. The Grantee shall have the right to sell, assign, transfer, or convey this easement to any other governmental unit for the purposes identified in subsection 1, above.

4. No unit owner in the Project shall build or convey to others any permission to build any permanent structures on said easement.

5. No unit owner in the Project shall build or place on the area covered by the easement any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under said easement.

6. The Grantee and its agents, contractors and designated representatives shall have the right of entry on, and to gain access to, the easement property.

7. All unit owners in the Project shall release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incidental to the construction and maintenance of a storm drain or sewer, or otherwise arising from or incidental to the exercise by Grantee of its rights under said easement, and all unit owners covenant not to sue Grantee for any such damages.

#### ARTICLE XIV

#### AMENDMENT OR TERMINATION

Except as provided in preceding paragraphs as set forth above, the Project shall not be terminated or any of the provisions of this Master Deed or Exhibits attached hereto amended unless done in compliance with the following provisions:

1. The Project documents may be amended without the consent of owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of an owner or mortgagee. The Developer, for itself and for the Association (acting through a majority of its Board of Directors), hereby expressly reserves the right to amend the Project documents for such a purpose. Amendments which do not materially alter or change the rights of an owner or materially impair the security of a mortgagee, as defined in Section 90a of the Act, include, but are not limited to, amendments modifying the types and sizes of unsold units and their appurtenant common elements, correcting survey or other errors made in the Project documents, changes required by the Township of Lodi or any other public authority having jurisdiction over the Project, changes deemed necessary to comply with or include provisions permitted by the Act, or for the purpose of facilitating mortgage loan financing for existing or prospective owners and to enable the purchase or insurance of such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages.

2. If there is no owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

3. If there is an owner other than the Developer, then the Project shall be terminated only by the agreement of the Developer, eighty percent (80%) of the unaffiliated owners of units to which all of the votes in the Association appertain and the mortgagees of two-thirds (2/3) of the first mortgages covering the units. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the termination.

4. Agreement of the required majority of owners and mortgagees to the termination of the Project shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

5. Upon recordation of an instrument terminating a Project, the property constituting the Project shall be owned by the owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the unit.

6. Upon recordation of an instrument terminating a Project, any rights the owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Project documents and the Act.

7. The Project documents may be amended for a proper purpose, other than as set forth in this Article, even if the amendment will materially alter or change the rights of the owners, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned), but only as is required in accordance with Section 90a of the Act, and owners of the individual units. An owner's unit dimensions or the responsibility for maintenance, repair and replacement thereof may not be modified in any material way without his consent and that of his mortgagee. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of owners is considered two-thirds (2/3) of all owners entitled to vote as of the record date for such votes.

8. The Project documents may not be amended, so as to affect the site plan for the Project approved by the Township of Lodi, without the advance written approval of the Township of Lodi, and no provision in the Project documents which specifically applies to or grants rights to the Township of Lodi may be released, changed, modified, or amended without the advance written approval of the Township of Lodi.

9. The rights granted to the Washtenaw County Drain Commissioner, Diuble Meadows Drainage District and their successors and assigns, under Article XIII shall not be amended without their express written consent. Any purported amendment or modification of the rights granted under Article XIII shall be void and without legal effect unless agreed to in writing by the Washtenaw County Drain Commissioner, Diuble Meadows Drainage District, or their successors and assigns.

10. A person causing or requesting an amendment to the Project documents shall be responsible for costs and expenses of the amendment to the Project documents except for amendments based upon a vote of a prescribed majority of owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

11. A Master Deed amendment dealing with the addition, withdrawal or modification of units or other physical characteristics of the Project shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the Project.

12. During the construction and sales period, this Master Deed, and all Exhibits attached hereto, shall not be amended without the written consent of the Developer.

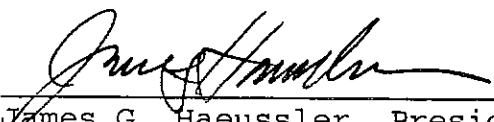
ARTICLE XV

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Project 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 it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Washtenaw County Register of Deeds.


DIUBLE MEADOWS DEVELOPMENT, L.L.C.,  
a Michigan limited liability company,  
Developer

By: PETERS BUILDING CO., a Michigan  
corporation, Manager

By:   
James G. Haeussler, President

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On October 6, 2003, James G. Haeussler appeared before me, and stated under oath that he is the President of Peters Building Co., a Michigan corporation, and that this document was signed on behalf of the corporation, by authority of its board of directors, and he acknowledged this document to be the free act and deed of the corporation, as the Manager of Diuble Meadows Development, L.L.C., a Michigan limited liability company, by authority of its Operating Agreement.

  
Karl R. Frankena, Notary Public  
Washtenaw County, Michigan  
My commission expires: 6/9/07

This document was prepared by  
and when recorded return to:  
Karl R. Frankena  
Conlin, McKenney & Philbrick, P.C.  
350 S. Main Street, Suite 400  
Ann Arbor, Michigan 48104-2131

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