Recorded in Liber 12182, Pages 223 through 299, Oakland County Records, on November 18, 1991.

### MASTER DEED

### WEATHERVANE VILLAGE

This Master Deed is made and executed on this 11th day of November, 1991, by RYR, Inc., a Michigan corporation, hereinafter referred to as the "Developer," the post office address of which is 28246 Franklin Road, Southfield, Michigan 48034, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Weathervane Village as a Condominium Project under the Act and does declare that Weathervane Village shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

### ARTICLE I

### TITLE AND NATURE

The Condominium Project shall be known as Weathervane Village, Oakland County Condominium Subdivision Plan No. 744. The engineering and architectural plans for the Project were approved by, and are on file with, the City of Novi. The Condominium Project is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common

Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

### ARTICLE II

### LEGAL DESCRIPTION

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

A part of Section 21, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 21; thence North 89°45'35" West, 533.25 feet, along the South line of said Section 21 and the centerline of Ten Mile Road; thence North 00°14'25" East, 60.00 feet, to the Northerly right-of-way of said Ten Mile Road (60 feet 1/2 right-of-way), and to the point of beginning; thence North 89°45'35" West, 466.93 feet, along the Northerly right-of-way of said Ten Mile Road; thence North 00°37'00" West, 376.92 feet, to the Southwest corner of "Yorkshire Place No. 2", as recorded in Liber 193 of plats, Pages 29, 30 and 31 of Oakland County Records; thence South 89°45'30" East, 285.02 feet, along the Southerly line of said "Yorkshire Place No. 2"; thence South 54°10'16" East, 230.62 feet; thence South 00°14'25" West, 242.66 feet, to the point of beginning. All of the above containing 3.775 acres. All of the above being subject to easements, restrictions and rights-of-way of records.

### ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Weathervane Village 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 Weathervane Village as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means Weathervane Village 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. <u>Bylaws</u>. "Bylaws" means Exhibit A hereto, being the Bylaws 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 Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. <u>Common Elements</u>. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. <u>Condominium Documents</u>. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. <u>Condominium Premises</u>. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Weathervane Village as described above.

Section 7. <u>Condominium Project, Condominium or Project</u>. "Condominium Project", "Condominium" or "Project" each mean Weathervane Village as a Condominium Project established in conformity with the Act.

Section 8. <u>Condominium Subdivision Plan</u>. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. <u>Consolidating Master Deed</u>. "Consolidating Master Deed" means the final amended Master Deed which shall describe Weathervane Village as a completed Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been withdrawn from and/or added to the Condominium from time to time and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. 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. 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 that no Consolidating Master Deed or revised Condominium Subdivision Plan need be recorded.

Section 10. <u>Construction and Sales Period</u>. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer is entitled to add, withdraw or modify Units to the Project as provided in Articles VI and VII hereof.

Section 11. <u>Co-owner or Owner</u>. "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".

Section 12. <u>Developer</u>. "Developer" means RYR, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 14. <u>Transitional Control Date</u>. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. <u>Unit or Condominium Unit</u>. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residence in Weathervane Village, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

### ARTICLE IV

### COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. <u>General Common Elements</u>. The General Common Elements are:

- (a) <u>Land</u>. The land described in Article II hereof including the roads and parking spaces located thereon not identified as Limited Common Elements.
- (b) <u>Electrical</u>. The electrical transmission system throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.
- (c) Exterior Lighting. The exterior lighting system throughout the Project, including all electrical transmission lines, lighting fixtures and related equipment.
- (d) <u>Telephone</u>. The telephone system throughout the Project up to the point of entry to each Unit.
- (e)  $\underline{\text{Gas}}$ . The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
- (f) <u>Water</u>. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit and also including any landscaping irrigation system.
- (g) <u>Sanitary Sewer</u>. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (h) Storm Sewer. The storm sewer system throughout the Project.
- (i) <u>Telecommunications</u>. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

- (j) <u>Certain Construction Elements</u>. Unit and garage perimeter walls, roofs and chimneys.
- (k) <u>Easements</u>. Any beneficial easements enjoyed by the Condominium Premises.
- (1) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

Section 2. <u>Limited Common Elements</u>. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

- (a) <u>Porches</u>, <u>Decks</u> and <u>Patio Areas</u>. Any individual Porch, Deck or Patio area in the Project is restricted in use to the Co-owner of the Unit which opens onto such Porch, Deck or Patio Area as shown or to be shown on Exhibit B hereto. Establishment of Porches, Decks and/or Patio Areas will be in the discretion of the Developer as provided in Article VII.
- (b) <u>Sidewalks</u>. Each individual sidewalk extending from the entrance to the driveway of a Unit shall be limited in use to the Co-owner of the Unit to which it is appurtenant.
- (c) <u>Driveways</u>. Each driveway in the Project is restricted in use to the Co-owner of the Unit or Units which it services as designated on Exhibit B hereto.
- (d) Garage Interiors. Each individual garage interior, including foundations, is appurtenant to a particular Unit as a Limited Common Element as designated in Exhibit B. Each individual garage parking space within garage structures shall be restricted in use to the Co-owner of the Unit to which it is assigned as designated on Exhibit B hereto.

- (e) Garage Doors, Garage Door Hardware and Openers. The garage door, garage door hardware and electric garage door opener, if any, for each garage having the same shall be limited in use to the Co-owner of the Unit to which such garage is appurtenant as a Limited Common Element.
- (f) <u>Fireplace Combustion Chambers</u>. Fireplace combustion chambers for exterior chimneys shall be respectively limited in use to the Units served thereby.
- (g) <u>Air Conditioner Compressors</u>. Each air conditioner compressor and the pad on which it is located is restricted in use to the Co-owner of the Unit which it serves.
- (h) <u>Windows</u>, <u>Screens</u> and <u>Doors</u>. Windows, screens and doors are limited in use to the Co-owners of the Units which they respectively service.
- (i) Attics. The Attic space above each Unit is limited in use to the Unit immediately below as shown on the Condominium Subdivision Plan.
- (j) <u>Interior Surfaces</u>. The interior surfaces of Unit and garage perimeter walls shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.
- (k) Other Construction Elements The basement walls, basement floor, and the ceiling/floor construction between building levels within each Unit and its appurtenant attic shall be limited in use to the Unit to which they service.
- (1) Sump Pumps, Sump Wells and Sump Drains. The Sump Pumps, Wells and Drains in each Unit in which they are located are limited in use to the respective buildings containing those Units. No Co-owner shall interfere with the operation of the Sump Pumps and the Association and its agents shall have access thereto upon reasonable notice at all times and without notice at times of emergency. Sump Pumps are presently planned to be located in the basements of Units 1, 4, 5, 7, 8, 10, 11, 14, 15, 18, 19 and 21 but the same may be eliminated or relocated in Developer's discretion.

- Section 3. <u>Responsibilities</u>. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:
  - (a) <u>Porches</u>, <u>Decks and Patio Areas</u>. The costs of maintenance, repair and replacement of all Porches, Decks and Patio Areas as may be established by the Developer shall be borne by the Co-owner of the Unit to which the same are appurtenant. Although the costs of staining Decks and other maintenance thereof and of Porches and Patio Areas shall be borne by the respective owners of Units to which they are appurtenant, the Association shall be entitled to prescribe the nature, extent and periodicity of such maintenance.
  - (b) Windows, Screens and Doors. The costs of maintenance, repair, decoration and replacement of all doors, windows and screens referred to in Article IV, Section 2(h) and the costs thereof shall be borne by the Co-owner of the Unit to which any such doors, windows and screens are appurtenant; provided, however, that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period).
  - (c) <u>Interior Maintenance</u>. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of the interiors of garages and garage attics referred to in Article IV, Section 2(d) above and of all surfaces referred to in Article IV, Section 2(j) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.
  - (d) Garage Doors, Garage Door Hardware and Openers. The costs of maintenance, repair and replacement of each garage door, garage door hardware and electric garage door opener referred to in Article IV, Section 2(e) above shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.
  - (e) Floor, Ceiling and Basement Wall Construction. All costs of maintenance, repair and replacement of the basement floor and walls and floor/ceiling construction between building levels within each Unit and its appurtenant Attic as described in Article IV, Section 2(k) shall be borne by the Co-owner of each such Unit.
  - (f) Air Conditioner Compressors. The costs of maintenance, repair and replacement of each individual air conditioner compressor described in Article IV, Section 2(g) above shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

(g) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

### ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. <u>Description of Units</u>. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Weathervane Village as prepared by Seiber, Keast & Associates, Inc. and Milletics and Associates. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on basement and foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Seiber, Keast & Associates, Inc. and/or Milletics and Associates.

Section 2. Percentage of Value. The percentage of value assigned to each Unit 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 not 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 Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

### ARTICLE VI

### CONTRACTION OF CONDOMINIUM

Right to Contract. As of the date this Section 1. Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 21 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan only Units 1 through 4 of which must be built. Developer reserves the right to withdraw from the Project any Units which are described and depicted in the Condominium Subdivision Plan attached to this Master Deed or in any amendment to the Condominium Subdivision Plan as "need not be built" together with the land area on which they are proposed to be located which area or areas shall be hereinafter known as "contractable area." Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of additional Units now or hereafter included in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 4.

Section 2. Withdrawal of Land. In connection with any such contraction or contractions, the Developer unconditionally reserves the right to withdraw from the Condominium Project all or such portion or portions of the following described land as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted:

A part of Section 21, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 21; thence North 89° 45' 35" West, 533.25 feet, along the South line of said Section 21 and the centerline of Ten Mile Road; thence North 00° 14' 25" East, 60.00 feet, to the Northerly right-of-way of said Ten Mile Road (60 feet 1/2 right-of-way), and to the point of beginning; thence North 89° 45' 35" West, 305.84 feet, along the Northerly right-of-way of said Ten Mile Road; thence North 17° 47' 11" West, 54.60 feet; thence Due North, 128.83 feet; thence North 89° 45' 35" West, 146.35 feet; thence North 00° 37' 00" West, 196.15 feet, to the Southwest corner of "Yorkshire Place No. 2", as recorded in Liber 193, Pages 29, 30 and 31 of Oakland County Records; thence South 89° 45' 30" East, 285.02 feet, along the 45' 30" East, 285.02 feet, along the Southerly line of said "Yorkshire Place No. 2"; thence South 54° 10' 16" East, 230.62 feet; thence South 00° 14' 25" West, 242.66 feet, to the point of beginning. All of the above containing 3.165 acres. All of the above being subject to easements, restrictions and right-of-ways of records.

Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

### ARTICLE VII

### CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. Units and Common Element areas have been designated on the Condominium Subdivision Plan and herein as Convertible Areas within which: (a) the individual Units may be expanded or reduced in size, and otherwise modified and/or relocated; (b) General and Limited Common Elements may be constructed, expanded or reduced in size, otherwise modified and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder.

Section 2. The Developer's Right to Modify Units and/or Common Elements. The Developer reserves the right in its sole discretion, from time to time, during a period ending six years from the date of recording this Master Deed, to enlarge, extend, diminish and/or relocate Units and the residences contained therein; and to construct, eliminate or relocate driveways, parking areas, sump pumps, sump wells, sump drains, privacy areas, courtyards, patios, decks, conditioner compressors, spas, hot tubs, gazebos and other general or limited amenities on all or any portion or portions of the Convertible Areas designated for such purposes herein and on the Condominium Subdivision Plan. The Developer shall also be entitled to convert General Common Element areas into Limited Common Elements in such areas as it, in its sole discretion, may determine. The foregoing itemizations of Convertible Areas and elements which may be created or modified are intended only to be illustrative, not exclusive. The precise number, nature, size and location of Unit and/or Common Element extensions and/or reductions and extensions of dwellings and/or amenities which may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to any necessary public agency approvals. Any private amenity other than a dwelling extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. <u>Developer's Right to Grant Specific Right of Convertibility</u>. The Developer shall have the authority to assign to the Owner of a particular Unit the right of future

convertibility for a specific purpose such as construction or modification of a dwelling, deck, patio or other amenity. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Development and Sales Period and shall be granted only at the sole discretion of the Developer.

Section 4. <u>Compatibility of Improvements</u>. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

### ARTICLE VIII

### OPERATIVE PROVISIONS

Any expansion, contraction or conversion in the Project pursuant to Articles VI or VII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such contraction of or exercise of convertibility rights with respect to this Condominium Project 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 V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project 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 the Developer. Such readjustments, 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 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being withdrawn from (or subsequently added back to) the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development or the contractable area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractable area from the roadways and sidewalks located in the Project.

Section 3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the City of Novi. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 4. <u>Consolidating Master Deed</u>. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. Consent of Interested Persons. 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 amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI and VII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

### ARTICLE IX

### **EASEMENTS**

Section 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 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, improvements and walls (including

interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

### Section 2. Easements Retained by Developer.

- (a) Roadway Easements. The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI the closest means of access to a public road of which is over such road or roads. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI the closest means of access to a public road of which is over such road.
- (b) Right to Dedicate. The Developer reserves the right at any time during the Construction and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Weather-vane Village, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.
- (c) <u>Utility Easements</u>. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof,

perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article  $\overline{\text{VI}}$  which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI that are served by such mains.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market and operate any Units within the land described in Article II and Article VI hereof, and also 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 or by law. 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, sump pumps, sump drains and sump wells and Elements located within any Unit or its Common appurtenant Limited Common Elements.

Section 5. <u>Telecommunications Agreements</u>. The Association, acting through its duly constituted Board of Directors

and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (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 grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, 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.

### ARTICLE X

### **AMENDMENT**

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record, allocating one vote for each mortgage held.

Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on

behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. <u>Termination</u>, <u>Vacation</u>, <u>Revocation or Abandonment</u>. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-developer Co-owners.

Section 6. <u>Developer Approval</u>. During the Construction and Sales Period, Article VI, Article VII, Article VIII, and this Article XI shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

### ARTICLE XI

### ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by 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 Oakland County Register of Deeds.

WITNESSES:

RYR, Inc., a Michigan corporation

By:

Richard D. Rosin

Its: Presi

Porothy A Gouldin

STATE OF MICHIGAN )

SS.

COUNTY OF OAKLAND )

On this 11th day of November, 1991, the foregoing Master Deed was acknowledged before me by Richard D. Rosin, the President of RYR, Inc., a Michigan corporation, on behalf of the corporation.

Notary Public, Oakland County, Michigan My commission expires:

Master Deed drafted by:

William T. Myers of DYKEMA GOSSETT 505 North Woodward Ave., Suite 3000 Bloomfield Hills, Michigan 48013

When recorded, return to drafter

744 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. EXHIBIT "B" TO THE MASTER DEED OF

# WEATHERVANE VILLAGE

CITY OF NOVI , OAKLAND COUNTY , MICHIGAN

40000 GRAND RIVER AVENUE SUITE 110 MILLETICS AND ASSOCIATES SURVEYOR

SEIBER, KEAST & ASSOCIATES, INC. 40000 GRAND RIVER AVENUE SUITE 110

ENGINEER

NOVI, MICHIGAN 48375

JOVI, MICHIGAN 48375

R Y R , INC. A MICHIGAN CORPORATION 28246 FRANKLIN ROAD SOUTHFIELD, MICHIGAN

DEVELOPER

LEGAL DESCRIPTION

00 said 00. of the Ten Place No. 2", as recorded in Liber 193 of plats, Pages 29, 30 and 3 commencing at the Southeast Corner of said Section 21; thence North 89° 45' 35" West, 533.25 feet, along the South line of said "Yorkshire particularly described as A part of Section 21, Town 1 North, Range 8 East, City of Novi, 285.02 South 00° 14' 25" East, 60.00 feet, to the Northerly right—of—way of said Mile Road (60 feet 1/2 right—of—way), and to the point beginning, thence North 89° 45' 35" West, 466.93 feet, along . 2 Northerly right—of—way of said Ten Mile Road; thence North Section 21 and the centerline of Ten Mile Road; thence North of Oakland County Records; thence South 89° 45' 30" East, Place 37' 00" West, 376.92 feet, to the Southwest corner of thence South 54° 10' 16" East, 230.62 feet; thence line of said "Yorkshire 25" West, 242.66 feet, to the point of beginning. Michigan; more feet, along the Southerly County, commencing Oakland

of the above containing 3.775 acres. All of the above being subject to easements, restrictions and right—of—ways of records.

## ATTENTION COUNTY REGISTER OF DEEDS

PROJECT, IT MUST BE PROPERLY SHOWN IN THE THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SFOUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS TITLE AND THE CERTIFICATE ON SHEET 2.

## INDEX

- I. TITLE PAGE
- SURVEY PLAN
- SITE PLAN
- UTILITY PLAN
- BASEMENT PLAN FOR UNIT TYPE A1 AND TYPE A2
- FIRST FLOOR PLAN FOR UNIT TYPE A1 AND TYPE A2 Ö
- SECOND FLOOR PLAN FOR UNIT TYPE AT AND TYPE A2
- BASEMENT PLAN FOR UNIT TYPE BI AND TYPE B2  $\infty$

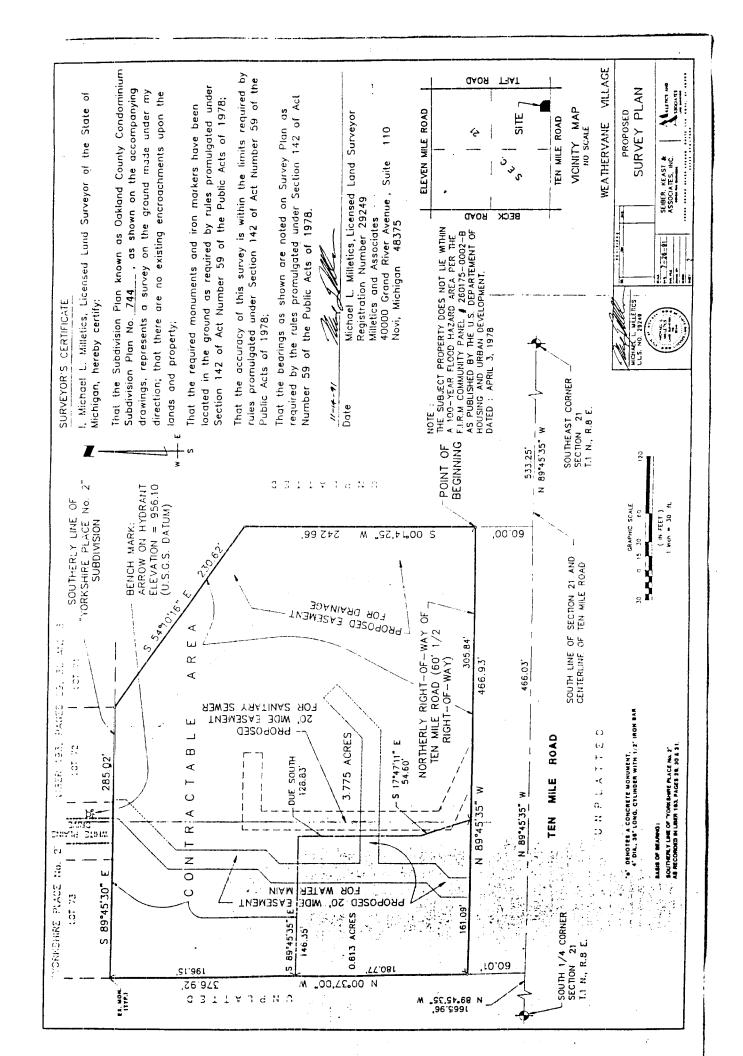
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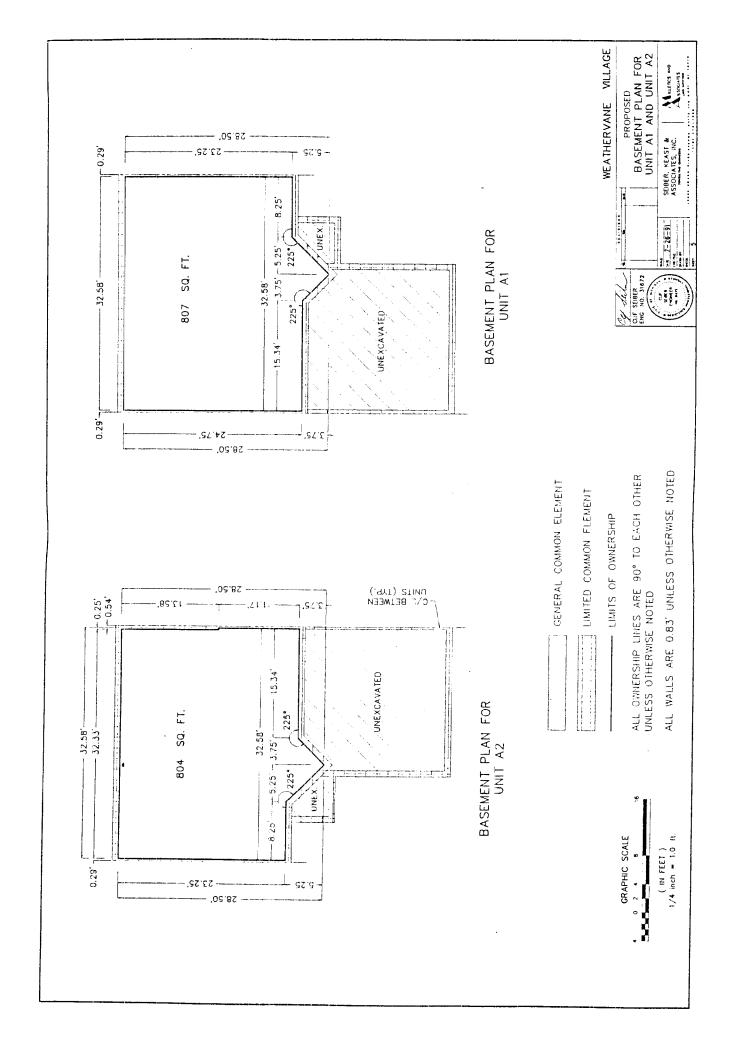
- FIRST FLOOR PLAN FOR UNIT TYPE B1 AND TYPE B2 cri
- SECOND FLOOR PLAN FOR UNIT TYPE CROSS SECTIONS FOR UNIT TYPE A1 B1 AND TYPE B2 Ö.
  - AND TYPE A2 <u>-</u>-
- CROSS SECTIONS FOR UNIT TYPE B1 AND TYPE B2 ć
  - CROSS SECTIONS FOR UNITS TYPE A1, A2, B1 AND B2 5.
- PERIMETER PLAN FOR BUILDING 1 (UNITS 1, 2, 3 AND 4) 14
- PERIMETER PLAN FOR BUILDING 2 (UNITS 5, 6 AND 7) 15.
- PERIMETER PLAN FOR BUILDINGS 3 AND 6 (UNITS 8, 9, 10, 19, 20 AND 21) 16.
- PERIMETER PLAN FOR BUILDING 4 (UNITS 11, 12, 13 AND 14) 17.

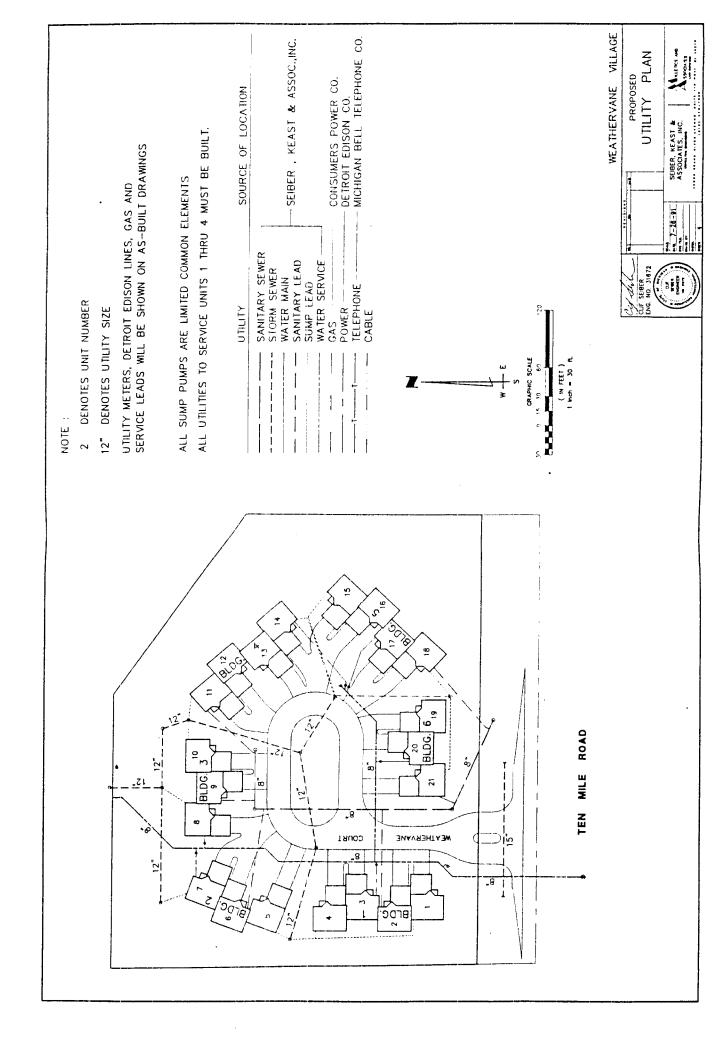
PERIMETER PLAN FOR BUILDING 5 UNITS 15, 16, 17 AND 18) <u>ω</u>

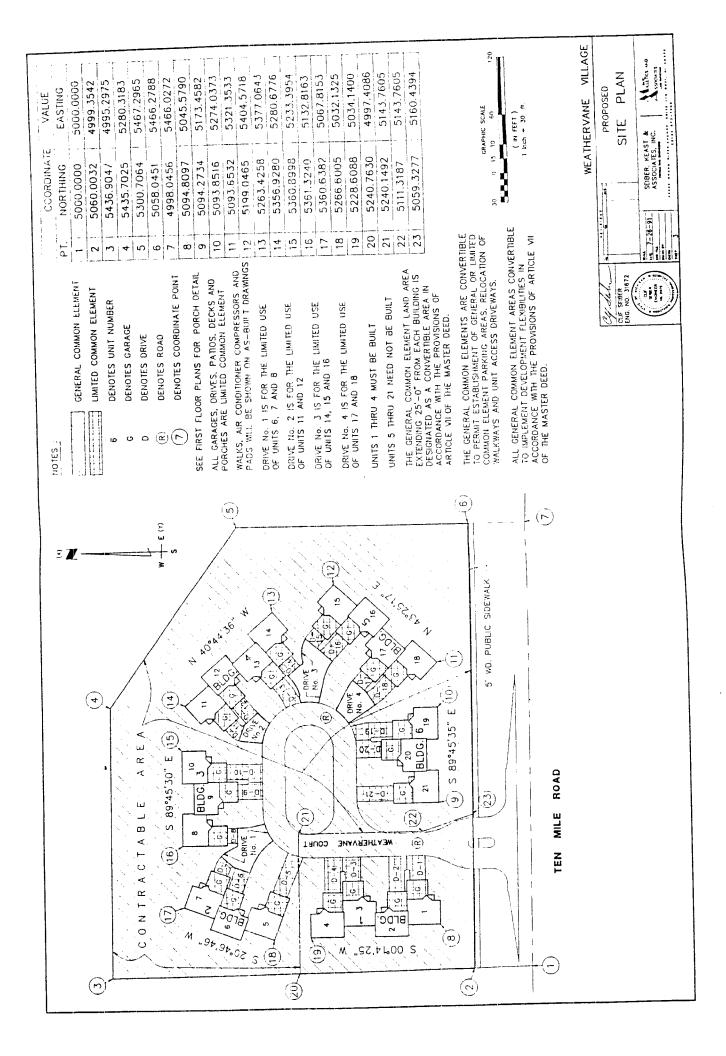
WEATHERVANE VILLAGE

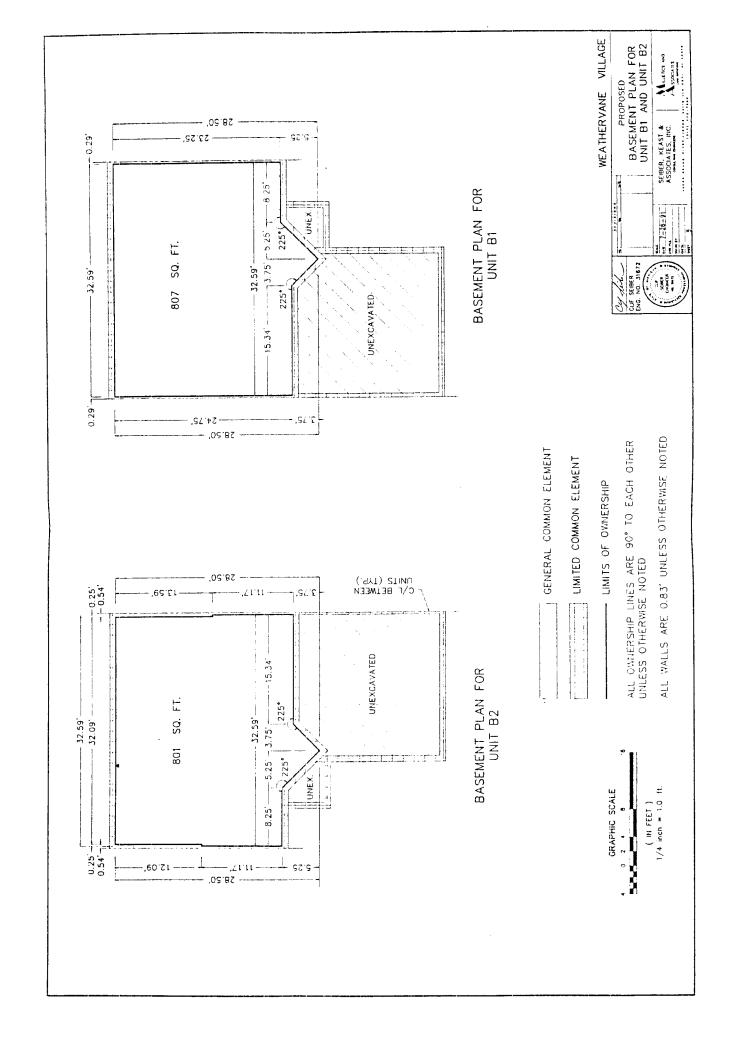
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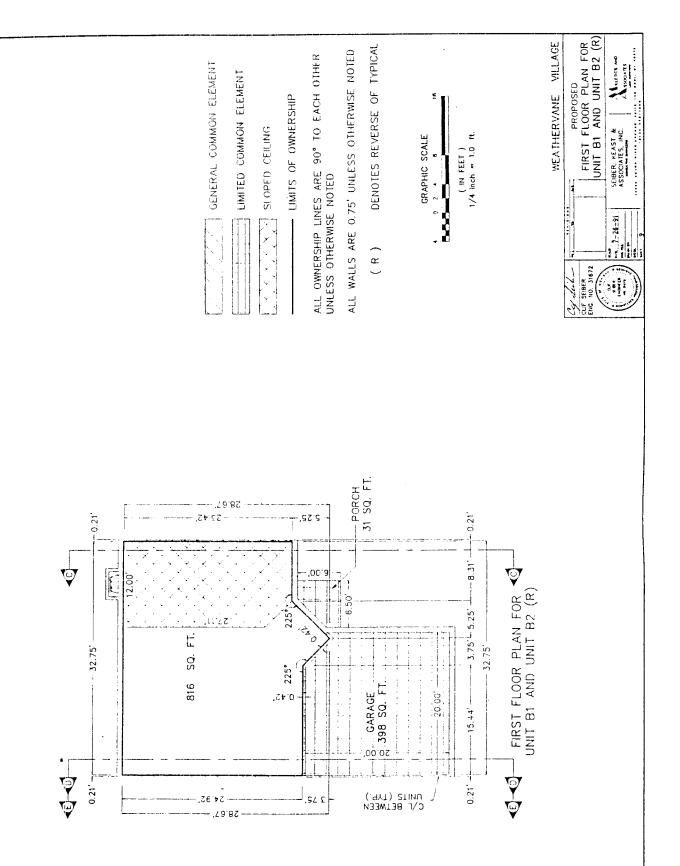


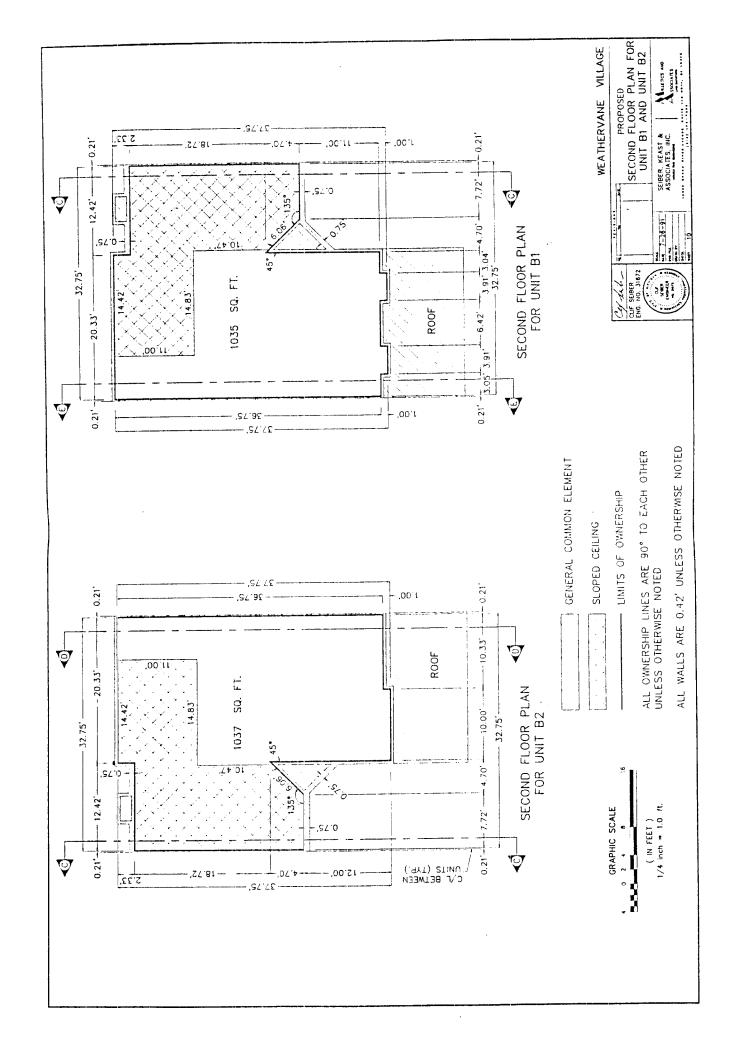


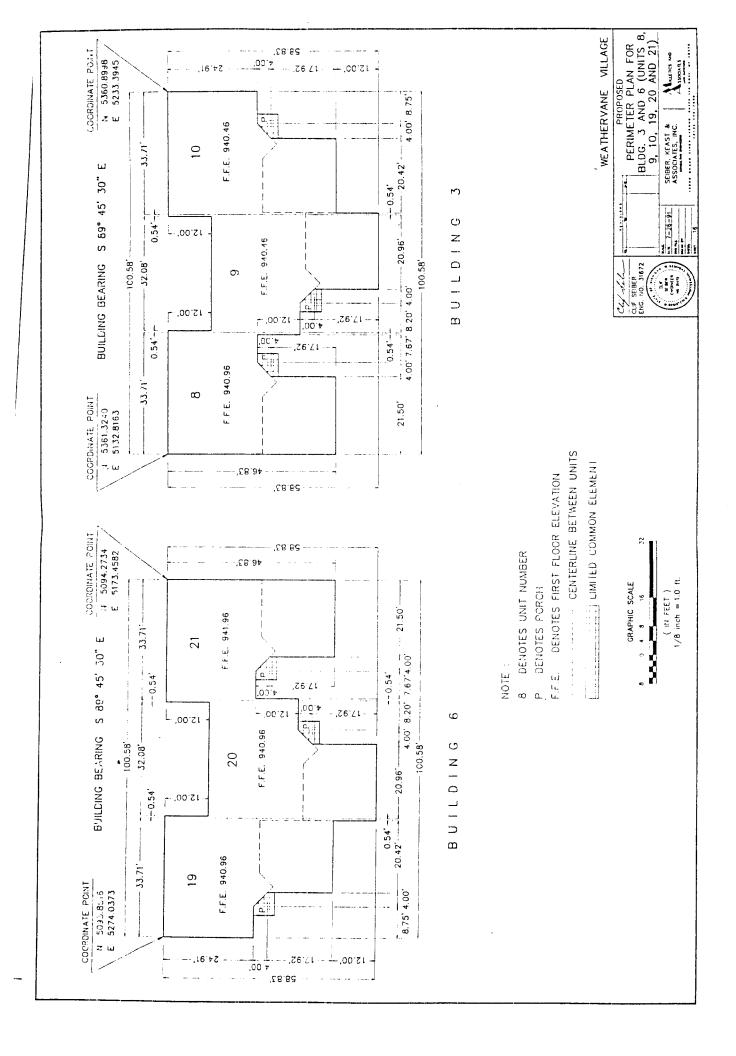


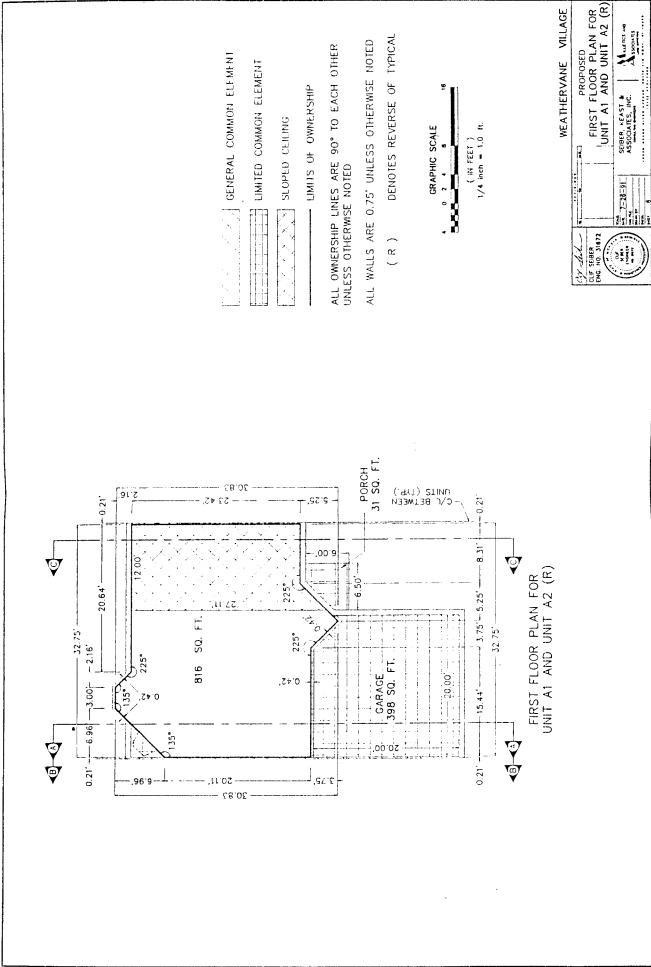


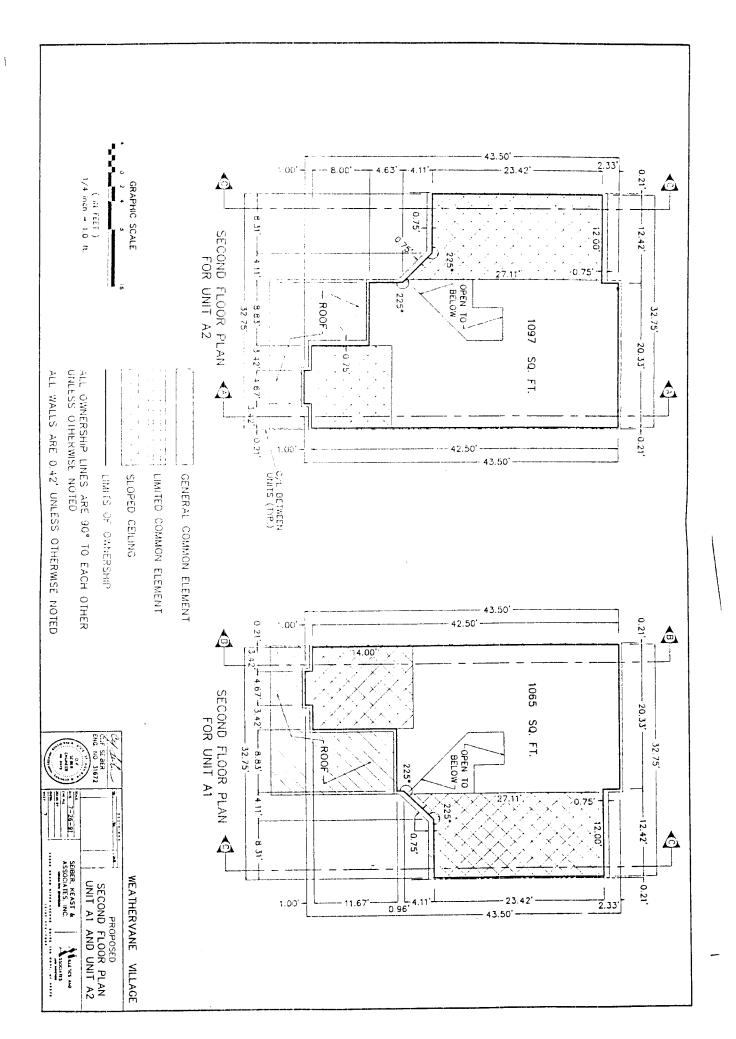


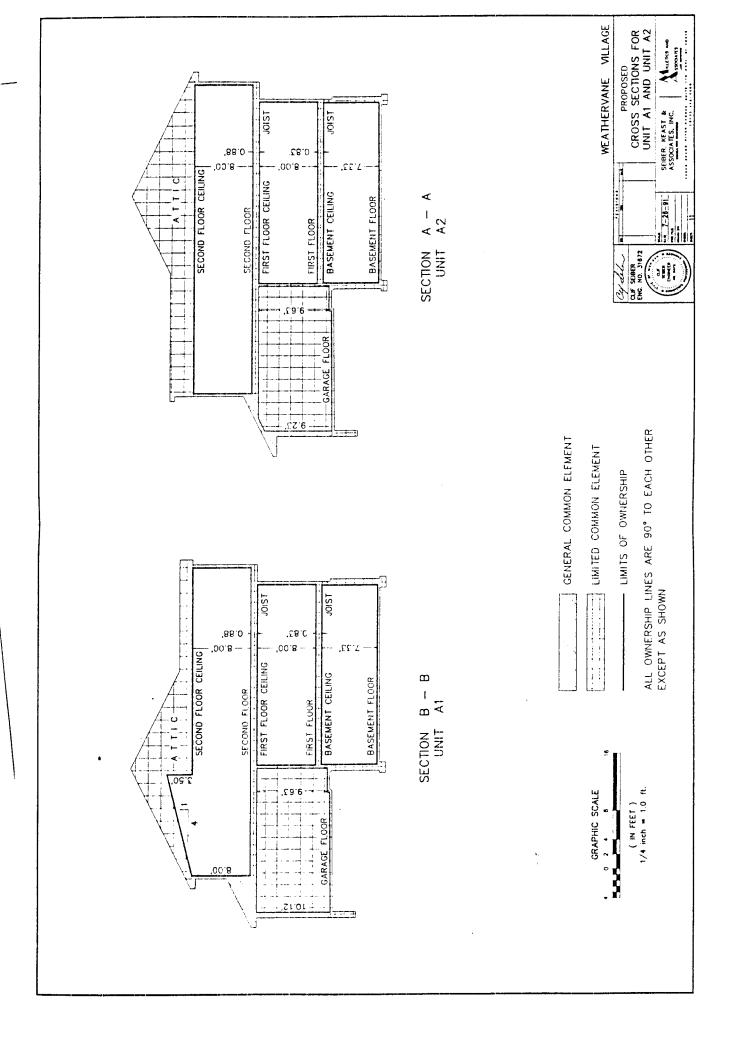


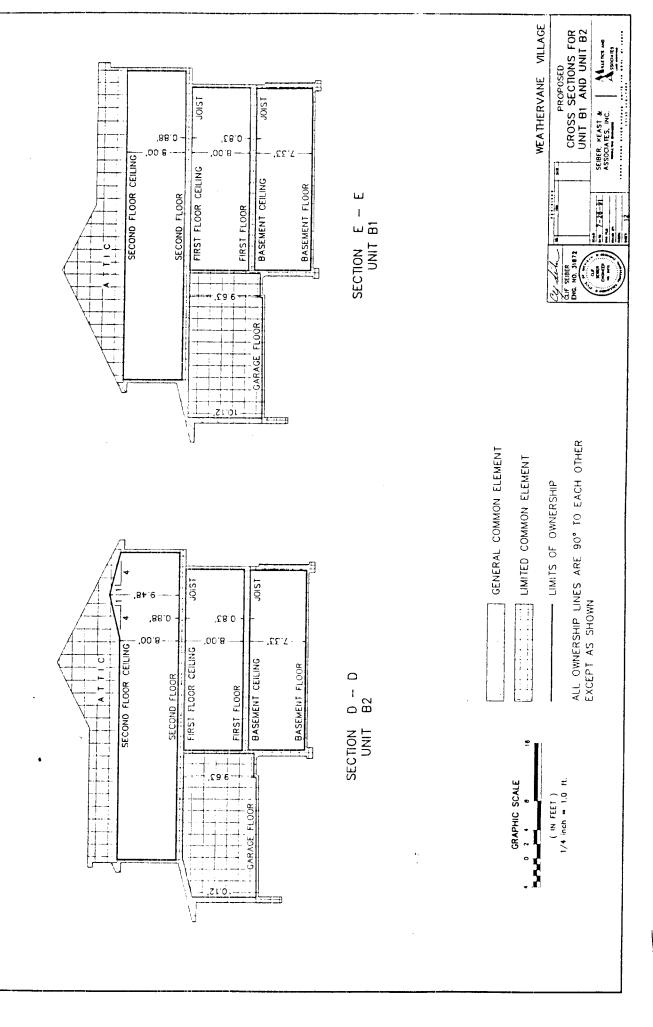


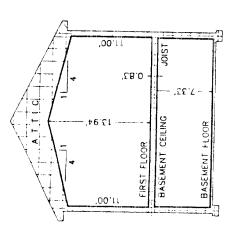












SECTION C - C UNITS A1, A2, B1 AND B2

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

- LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER EXCEPT AS SHOWN

WEATHERVANE VILLAGE CROSS SECTION FOR UNITS A1, A2, B1 & B2

SEIBER, KEAST & ASSOCIATES, INC. 7-28-91

( IN FEET ) 1/4 inch = 1.0 ft.

GRAPHIC SCALE

