

DISCLOSURE STATEMENT

NICHWAGH RIDGE

DEVELOPER

**OLG Development, L.L.C.
13139 Galway Court
South Lyon, Michigan 48178
248-603-2144**

Nichwagh Ridge is a 36 unit residential site condominium which may not be further expanded.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYERS HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

NICHWAGH RIDGE

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NICHWAGH RIDGE

DISCLOSURE STATEMENT

I. Introduction

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (the Condominium Act).

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units that are offered for sale.

II. The Condominium Concept.

Condominium is a method of subdividing, describing and owning real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents and as otherwise may be applicable to the property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the other components ("common elements") of the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section IV of this Disclosure Statement.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements that are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established, the taxes and assessments for the units covered by the Master Deed usually are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Nichwagh Ridge is a site condominium and may be different than other condominiums you may be familiar with. The condominium units in this project consist of only the individual building sites and the common elements generally do not include the dwellings and other improvements to be constructed on the sites. In the more traditional form of condominium projects, the units consist of the air space enclosed within each of the buildings, and the common elements include the exterior structural components of the buildings. In Nichwagh Ridge, each owner holds an absolute and undivided title to his or her unit and to the dwelling and other improvements to be located thereon. Each unit owner will be responsible for all decoration, maintenance, repair and replacement of the dwelling and other improvements located on his or her unit. Unlike more traditional condominium projects, each owner in this project will be responsible for maintaining fire and extended coverage insurance on his or her unit and the dwelling and other improvements located thereon, as well as personal property, liability and other personal insurance coverage. The Association will maintain only liability insurance coverage for occurrences on the common elements and such other insurance on the common elements and otherwise as is specified in the condominium documents.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to review carefully all of the documents contained in Nichwagh Ridge Purchaser Information Booklet as well as any other documents that the Developer has delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III. Description of the Condominium Project.

A. Size, Scope and Physical Characteristics of the Project. Nichwagh Ridge is a 36 unit residential site condominium project located in the Green Oak Township, Livingston County, Michigan. The project is being developed in a single phase on approximately thirty (30) acres of land and will contain thirty-six (36) residential units. The project may not be further expanded in size.

B. Utilities. Each Unit in Nichwagh Ridge will have its own private well for water, which is to be installed at the Co-owner's expense and will be serviced by a community septic system (except Lots 10, 11, 12 and 31, which will have their own septic field system installed at the Co-owner's expense). The community septic system furnished by developer only provides for leads to each individual unit. All Co-owners are responsible for those costs necessary to tie into the system. Electricity is furnished by Detroit Edison and natural gas is furnished by Consumers Power. All utilities are separately metered to each unit for individual service payment by the Co-owner. The costs of maintaining the storm sewer system and the community septic system serving the project will be borne by the Association, all as set forth in the Master Deed and Bylaws.

C. Roads. The roads in the project are private roads and will not be maintained by the Township or County. It will be the responsibility of Nichwagh Ridge Association to maintain, repair and replace the road including without limitation, snow removal. In the event a special assessment district is created for the purpose of paving Dixboro Road, then and in such event, all Co-owners of Nichwagh Ridge shall participate up to their pro rata share of the cost in the special assessment district.

D. Reserved Rights of Developer.

(1) **Modification and Consolidation of Units.** The Developer has reserved the right to subdivide, modify or consolidate units and to adjust the boundary lines between adjoining units that it owns or that are owned by consenting unit owners.

(2) **Architectural Control.** Until such time as all units in the Project have been sold, the Developer has reserved **extensive** architectural controls. Article VI of the Bylaws should be consulted for specific detail. There are detailed submission requirements and cash deposits to be made in connection with architectural and landscaping plans.

(3) **Improvements and Landscaping.** Until all of the units in the project have been sold, no exterior modifications of any type may be made without the Developer's approval.

(4) **Conduct of Commercial Activities.** The Developer has reserved the right, until all of the units in the project have been sold, to maintain on the condominium premises a sales office, a business office, model units, storage areas, and such access to, from and over the condominium premises as may be reasonable to enable development and sale of the entire project.

(5) **Right to Amend.** The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose. Any such amendment that would materially alter the rights of an owner or mortgagee may be made only with the approval of 66-2/3% of the owners and first mortgagees. Further, certain provisions of the Master Deed cannot be amended without the Developer's approval.

(6) **Easements.**

(a) **For Maintenance, Repair and Replacement.** The Developer has reserved for such easements over the condominium project (including all units and common elements) as may be required to perform any of the Developer's maintenance, repair, decoration or replacement obligations.

(b) **Utilities.** The Developer has reserved the right to grant easements for utilities to appropriate governmental agencies and public utilities.

(7) **General.** In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Board of Directors of the Association.

E. Easements. Article VII of the Master Deed contains extensive easements. They include a grant of easement to the Livingston County Drain Commission over the Condominium for purposes of maintenance and repair of the storm drainage system if necessary and in the event the Association fails to make and repair the same. Within the storm water detention and drainage easements, no Co-owner may alter the grade or do anything to interfere with the storm drainage system. Also included are establishment of Preservation Easements, Woodland and Wetland easements as depicted on the Condominium Plan. Within the Preservation Easements, with certain specified exceptions, Co-owners are prohibited from altering the topography, placing any fill, dredging, constructing or placing structures therein, plowing, cultivating, altering or removing vegetation. Woodland and Wetland Preservation Easements shall be maintained in their natural condition. Units 1 and 11 have landscape easements within which the Developer may install landscaping for the benefit of the entire Condominium (including, without limitation, decorative walls) which shall be maintained, repaired and replaced by the Association. Each purchaser should consult Article VII of the Master Deed and the Condominium Subdivision Plan to see if there are easements that affect the Unit which they intend to purchase.

IV. Legal Documentation.

A. General. Nichwagh Ridge was established as a condominium project pursuant to the Master Deed recorded in the Livingston County Records and contained in Nichwagh Ridge's Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

B. Master Deed. The Master Deed contains the definitions of certain terms used in the condominium documents, the percentage of value assigned to each unit in the condominium project, a general description of the units and common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Article VI of the Master Deed covers subdivision, consolidation and modification of Units, Article VII covers easements and restrictions, Article VIII covers the provisions for amending the Master Deed and Article IX provides that the Developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the condominium documents or by law.

C. Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the costs of operating the condominium project. Article VI contains extensive restrictions upon the ownership, occupancy and use of the condominium project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements. At the present time no rules and regulations have been adopted by the Board of Directors of the Association. Article III of the Bylaws has extensive restrictions with respect to the power of the Board of Directors to institute litigation on behalf of the Association or Co-owners.

D. **Condominium Subdivision Plan.** The Condominium Subdivision Plan is a three dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

V. **The Developer and Other Service Organizations.**

A. **Developer's Background and Experience.** OLG Development, L.L.C. was formed for the sole purpose of developing Nichwagh Ridge and has no prior condominium experience.

B. **Legal Proceedings Involving the Condominium Project or the Developer.** The Developer is not aware of any pending judicial or administrative proceedings involving the condominium project or the Developer.

C. **Affiliates.** It is anticipated that Co-Owners will be entering into a Building Contract for the construction of a home by A&M Custom Built Homes, Inc.. A&M Custom Built Homes, Inc. has experience in residential building dating back to 1990. There is no common ownership between the Developer and A&M Custom Built Homes, Inc.. A&M Custom Built Homes, Inc. is a Michigan corporation located at 40028 Grand River, Suite 350, Novi, Michigan 48375.

VI. **Operation and Management of the Condominium Project**

A. **The Condominium Association.** The responsibility for management and maintenance of the project is vested in Nichwagh Ridge, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors, the initial members of which are designees of the Developer.

Within 120 days after closing the sales of 50% of the units, not less than one of the three directors will be selected by non-developer owners; and within 120 days after closing the sales of 75% of the units, the non-developer owners will elect all three directors, except that the Developer will have the right to designate at least one director as long as it owns at least 10% of the units in the project. Regardless of the number of units conveyed, 54 months after the first conveyance, non-developer owners may elect directors in proportion to the number of units that they own.

Within 120 days after closing the sales of 1/3 of the units or one year from the date of the first conveyance, whichever first occurs, the Developer must establish an advisory committee to serve as liaison between the non-developer owners and the Developer.

The First Annual Meeting may be convened any time after 50% of the units have been sold and must be held on or before the expiration of 120 days after 75% of the units have been sold or within 54 months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the members of the Association will elect directors, and the directors in turn will elect

officers for the Association.

The Developer's voting rights are set forth in Article VIII, Section 2 of the Bylaws.

B. Percentages of Value. All of the Units in Nichwagh Ridge have equal percentages of value. The percentage of value assigned to each unit determines each owner's share of the common elements and expenses of administration of the project and the value of votes at meetings of the Association.

C. Project Finances.

(1) **Budget.** Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and includes a reserve for major repairs to and replacement of common elements. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operation and to the extent that the goods and services necessary to service the condominium project change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been included as Appendix I to this Disclosure Statement.

(2) **Assessments.** Each owner of a unit, including the Developer, must contribute to the Association to defray expenses of administration; while the Developer is obligated to contribute to the Association for such purpose, its contributions are determined differently than the other owners' contributions are determined. See Article II, Section 3 of the Bylaws. Assessments are based upon the percentages of value assigned to the units and shall be equal. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2 of the Bylaws. The Developer plans to collect assessments in advance, annually.

(3) **Foreclosure of Lien.** The Association has a lien on each unit to secure payment of Association assessments. The Bylaws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of his Unit.

(4) **Other Possible Liabilities.** Each purchaser is advised of the possible liability of each owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a

condominium unit obtains title to that unit for foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments that are chargeable against that unit and that became due prior to foreclosure. These unpaid assessments are common expenses that are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

D. **Condominium Association Management Contract.** No management agent has been selected for the project at this time. Professional management is not required by the condominium documents. If and when a management agent is retained, the budget will be increased to cover the costs thereof.

E. **Insurance.**

(1) **Title Insurance.** The Purchase Agreement provides that the Developer/Builder shall furnish each purchaser a commitment for an owner's title insurance policy issued by Minnesota Title Company at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer/Builder. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) **Other Insurance.** The condominium documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and workers' compensation insurance, if applicable, with respect to all of the common elements of the project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the regular assessments. The Association insurance policies are available for inspection during normal working hours. A copy of the certificate of insurance with respect to the condominium project will be furnished to each owner upon request.

Each owner is responsible for obtaining fire and extended coverage insurance on his unit and the building and other improvements located thereon, as well as personal property, liability and other individual insurance coverage to the extent indicated in Article IV of the Bylaws. Each owner must deliver a certificate of insurance to the Association to confirm that the required insurance coverage is being maintained. If an owner fails to maintain any such insurance coverage or to provide evidence thereof to the Association, the Association may obtain such insurance and collect the cost thereof from the delinquent owner. The Association should periodically review all insurance coverage to be assured of its continued adequacy and owners should each do the same with respect to their individual

insurance.

F. Restrictions on Ownership, Occupancy and Use. Article VI of the Bylaws sets forth architectural restrictions, restrictions on the ownership, occupancy and use of a unit and construction of a dwelling in the condominium project. It is impossible to paraphrase these restrictions without risking the omission of some provision that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following is a list of certain of the significant restrictions:

- (1) Units are to be used only for single-family residential purposes.
- (2) No owner may lease his unit for less than an initial term of one year unless approved by the Association. An owner must disclose his intention to lease a unit and provide a copy of the exact lease form to the Association at least ten days before presenting a lease to a potential lessee.
- (3) Detailed restrictions regarding the maintenance of a pet on the premises are set forth in the Bylaws.
- (4) There are substantial limitations upon physical changes which may be made to the common elements and to the units in the condominium, and upon the uses to which the common elements and units may be put.
- (5) Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements, without vote of the owners.
- (6) Extensive architectural, construction and landscape controls are detailed in Article VI of the Bylaws. Purchasers should be aware that the Developer has reserved the right to approve all architectural plans and landscape plans. No improvements may be made without the Developer's prior written consent.
- (7) Wetlands as depicted on the Condominium Plan may not be disturbed without the prior approval of the Township, the Association and the MDEQ.
- (8) Co-owners may not trim or cut down any tree located on the General Common Elements and must comply with any and all woodland ordinances in effect from time to time.

None of the restrictions apply to the commercial activities or signs of the Developer.

VII. Rights and Obligations as Between Developer and Owners.

A. Before Closing. The respective obligations of the Developer and the purchaser of a unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents should be closely examined by all purchasers in order to ascertain the disposition at closing of earnest money deposits advanced by the purchaser, anticipated closing adjustments, and other important matters. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete those improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Funds retained in escrow are not to be released to the Developer until conveyance to a purchaser of title to a unit and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete. This provision does not, however, pertain to any dwelling or other appurtenances to be constructed on the building site, but relates only to the improvements (such as utilities and roadways) requisite to placing each unit (site) in a condition suitable for issuance of a building permit, which improvements are shown as "must be built" on the Condominium Subdivision Plan. Improvements that "must be built" with relation to condominium building sites such as those in Nichwagh Ridge include such improvements as are necessary to obtain a building permit for the construction of a dwelling but do not include the costs of construction of the dwelling itself or the individual utility service leads, for which no such escrow is required. Funds retained in escrow are not to be released to the Developer until conveyance to a purchaser of title to a unit and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete, unless other adequate security has been provided by the Developer.

(B) At Closing. Each purchaser will receive by warranty deed fee simple title to his unit subject to no liens or encumbrances other than the condominium documents and those other easements and restrictions that are specifically set forth in the condominium documents and title insurance commitment.

(C) After Closing.

(1) General. Subsequent to the purchase of the unit, relations between the Developer and the owner are governed by the Master Deed and the Condominium Act, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

(2) Condominium Project Warranties. The Developer is warranting only that utility mains have or will be installed to serve the unit as shown on the Condominium Subdivision Plan and that the purchaser will, upon payment of normal fees, be entitled to issuance of a building permit with respect to the unit.

D. Construction Contract. Each purchaser must recognize that it will be necessary to enter into a separate construction contract with A&M Custom Built Homes, Inc., or other suitable

contractor to be determined by Developer.

VIII. Purpose of Disclosure Statement.

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project.

Each purchaser is urged to engage a competent lawyer or other advisor in connection with deciding whether to purchase a unit. In accepting title to a unit, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this disclosure Statement. The terms used herein are defined in the Condominium Act.

The Michigan Department of Commerce publishes the Condominium Buyers Handbook that the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained therein or omitted from The Condominium Buyers Handbook.

The description of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various condominium documents. Each purchaser is referred to the original Master Deed and other original instruments as contained in the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Commerce, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Commerce.

APPENDIX I

NICHWAGH RIDGE

PROPOSED ESTIMATED BUDGET FOR 2003 COVERING 36 UNITS

Insurance for common elements	\$500.00
Accounting and Administrative Services	\$650.00
Snow Plowing	\$1300.00
Lawn Care (Mowing)	\$1500.00
Lawn Care (Fertilizer and Weed Control)	\$ 650.00
Tree and Shrub Trimming	\$1000.00
Utilities (Electric and Phone)	\$1200.00
Replacement/Contingency Reserve	\$1500.00
Miscellaneous	<u>\$ 200.00</u>
TOTAL	\$9000.00

Annual cost per unit without community septic:
 $9000/36=\$250.00$

Septic System Maintenance Reserve (32 Units) 7200.00

Annual cost per unit with community septic:
 $7200/32+250=\$475.00$

RECEIVED

2003 AUG 20 P 2: 28

MASTER DEED

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.

This Master Deed is made and executed on this 30th day of July, 2003, by OLG DEVELOPMENT, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 26050 Orchard Lake Road, Suite 300, Farmington Hills, Michigan 48334 in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with 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 Nichwagh Ridge as a Condominium Project under the Act and does declare that Nichwagh Ridge (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its 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 Nichwagh Ridge, Livingston County Condominium Subdivision Plan No. 286. 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, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is designed to contain a residential structure and other improvements for residential purposes and each Unit is capable of individual utilization. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project. The site plan for the Project is on file with the Township of Green Oak.

ARTICLE II

LEGAL DESCRIPTION

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

[See Exhibit C attached hereto]

together with and subject to easements and restrictions of record and governmental limitations.

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 Nichwagh Ridge 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 Nichwagh Ridge 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 Nichwagh Ridge Association, which is the non-profit corporation organized under Michigan law of which all Co0owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. "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. Township. "Township" means the Township of Green Oak.

Section 5. Common Elements. "Common Elements", where used without modification, means both the General Common Elements and the Limited Common Elements, if any, described in Article IV hereof.

Section 6. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A, B, and C 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 7. Condominium Premises. "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 Nichwagh Ridge as described above.

Section 8. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Nichwagh Ridge, as a Condominium Project established in conformity with the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 10. Co-owner or 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".

Section 11. Developer. "Developer" means OLG Development, L.L.C., which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. The word "successor" as used in this Section shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 12. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project.

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 are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units are sold, whichever first occurs.

Section 14. Transitional Control Date. "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. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Nichwagh Ridge, as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the CoOwner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant Limited Common Elements, if any.

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 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. General Common Elements. The General Common Elements are:

- (a) Land. The land described in Article II hereof and all other common areas, not identified as Units or Limited Common Elements.
- (b) Easements. All easements, if any, which benefit the Condominium Premises as a whole, including, without limitation the natural preservation easements (to the extent not contained within a Unit) as depicted on the Condominium Subdivision Plan.
- (c) Electrical. The electrical transmission mains throughout the Project, up to the point of lateral connections for Unit service.
- (d) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service.
- (e) Gas. The gas distribution mains throughout the Project, up to the point of lateral connection for Unit service.
- (f) Storm Sewer System. The storm sewer system throughout the Project and as depicted on the Condominium Subdivision Plan.
- (g) Storm Water Detention Pond. The three (3) detention ponds.

- (h) Landscaping & Entranceway. The landscaping and entranceway means the entranceway landscaping.
- (i) Park Areas. The Park Areas as depicted on the Condominium Subdivision Plan, including the play area and outlook areas.
- (j) Community Sewage Disposal System. The community sewage disposal system throughout the Project as depicted on the Condominium Subdivision Plan.
- (k) 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, appearance, utility or safety of the Project.

Section 2. Limited Common Elements. 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. No Limited Common Elements exist at the time of recording of this Master Deed. Limited Common Elements may, however, be assigned in the future by the Developer in accordance with this Master Deed.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows:

- (a) Co-owner Responsibilities.
 - (i) Units, Dwellings and Adjacent Road Right-of-Way. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B hereto. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit, any dwelling and other related structures constructed within the Unit and the road right-of-way area between the Unit and the edge of pavement shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of the dwellings, to the extent visible from any other dwelling or Common Element in the Project, shall be subject to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Failure of any Co-owner to adhere to such maintenance and aesthetic standards shall entitle the Association to enter upon such Co-owner's Unit and to perform the necessary maintenance, decoration, repair or replacement in accordance with the provisions of Article VII, Section 4 of this Master Deed.

- (ii) Utility Services. All costs of installation and operation of lateral lines for gas, electricity and any other utility services and all costs of service to the Unit shall be borne by the Co-owner of the Unit to which such services are furnished.
- (b) Association Responsibilities for General Common Elements. The costs of maintenance, repair and replacement of all General Common Elements, including without limitation, the storm water system, the three (3) Detention Ponds, the Parks, Community Sewage Disposal System, the Landscaping and Entranceway, and all roads within the Condominium, shall be borne by the Association. In the event that the Association fails to provide adequate maintenance, repair or replacement of the general common elements, including without limitation, the storm water system, the three (3) Detention Ponds, the Parks, the Community Sewage and Disposal System, the Landscaping and Entranceway, and all roads within the Condominium, such that the Township of Green Oak and/or the County of Livingston, proceeds with the necessary maintenance, repair or improvements then the costs thereof together with the cost of a reasonable administrative fee may be assessed against the co-owners on the Township tax rolls and collected the same as all other taxes are collected. This provision may not be amended without the expressed written consent of the Township.
- (c) Association Responsibility for Units and Dwellings. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonable uniform, periodic exterior maintenance functions with respect to dwelling constructed within any Unit boundaries as it may deem appropriate (including, without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner and collected in accordance with the assessment procedures established under Article II of the Bylaws.
- (d) Community Sewage Disposal System. Nichwagh Ridge is serviced by a certain community septic system (the "System"). The Association will be responsible for the operation, maintenance, repair and replacement of the System. The Developer has entered into a certain Agreement for the construction, operation and maintenance of private sanitary sewer system ("Sewer Agreement") which imposes certain obligations on the Developer and the Association in connection with the System. All obligations under the Sewer Agreement shall be assumed by the Association unless otherwise

provided in the Agreement. With respect to the Community Sewage Disposal System, the Association shall also be responsible for the following:

- (i) Monthly inspections, sampling and testing;
- (ii) Annual pumping of tanks and sludge disposal;
- (iii) Establishment of a capital fund for replacement of any needed components of the Community Sewage Disposal System;
- (iv) Minor repairs;
- (v) Electric power;
- (vi) Telephone service (including the cost of the line at the Township); and
- (vii) A reasonable administration fee to Green Oak Township related to their monitoring of the System.

The Association must maintain a "~~Contingency Fund~~" of \$9,000.00 for emergencies and a "Maintenance Reserve" of \$3,600.00. The monies for these funds shall be invested in interest-bearing accounts and should these balances be drawn below the afore-mentioned minimums, they should be replenished in a very short time. The Association must also be reasonably working toward a "Replacement Reserve Fund" of \$60,000.00 to be accumulated over 20 years.

The Association shall provide the Township with the following:

- (a) Copies of all invoices and proof of payment related to the operation of the System;
- (b) Annual reports of receipts, disbursements and cash balances related to the System;
- (c) Annual copy of the maintenance contract with the System's operator and qualifications as applicable; and
- (d) Annual notice of officers of the Association, including telephone numbers.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and any 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 any telecommunications, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see to it that telephone, gas, storm sewer and electric mains are existing or installed within reasonable proximity to, but not necessarily within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units. Utilities shall be metered to each Unit for payment by the Co-owner thereof.

Section 5. Use of Units and Common Elements. No Co-owner shall use his or her 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 or her Unit or the Common Elements. No Limited Common Element, if created, may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to whose Unit the same is appurtenant.

ARTICLE V

UNIT DESCRIPTIONS, PERCENTAGES OF VALUE AND CO-OWNER RESPONSIBILITIES

Section 1. Description of Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan of Nichwagh Ridge as prepared by Orchard, Hiltz & McCliment, Inc., 34935 Schoolcraft Road, Livonia, Michigan 48150, attached hereto as Exhibit B. Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each of the Units is equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of the Units 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 General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

ARTICLE VI

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act, applicable zoning laws and regulations in effect in the Township of Green Oak at the time, and this Article. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Owner or any mortgagee of any Unit to take the following action:

- (a) Subdivide Units. Subdivide or resubdivide any Units which it owns and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.
- (b) Consolidate Contiguous Units. Consolidate under single ownership two or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- (c) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- (d) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or

relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. 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 to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution or 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 hereto.

Section 2. By Owners. One or more Owners may undertake:

- (a) Subdivision of Units. The Owner of a Unit may subdivide his Unit upon request to and approval by the Association and the Developer during the Development and Sales Period and further subject to the applicable zoning regulations then in effect in the Township of Green Oak. Upon receipt of such request and submission of evidence that the Township of Green Oak has approved of the proposed division, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Owner's request. The Owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Livingston County Register of Deeds.
- (b) Consolidation of Units; Relocation of Boundaries. Owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request and submission of evidence that the proposed consolidation of Units has been approved by the Township of Green Oak, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating the percentages of value if

necessary, and providing for conveyancing between or among the Owners involved in relocation of boundaries. The Owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Livingston County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

ARTICLE VII

EASEMENTS AND RESTRICTIONS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit, dwelling or Common Element encroaches upon another Unit or Common Element due to survey errors, moving of a building or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for the maintenance thereof after rebuilding in the event of any destruction, subject to the approval of the Township of Green Oak. There shall be easements to, through and over all portions of the land in the Condominium, including all areas lying within Unit boundaries, for installation and for the continuing existence, maintenance, repair, replacement and enlargement of or tapping into all utilities in the Condominium Subdivision Plan.

Section 2. Developer Reserved Right to Grant Utility Rights to Agencies. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium and all Units and Common Elements therein to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed 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 Exhibit B hereto, recorded in the Livingston 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 amendments to this Master Deed as may be required to effectuate the foregoing grant of easements or transfers of title.

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 reasonable

easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises, so long as they do not interfere with existing structures, for utility purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied without the consent of each person benefitted or burdened thereby.

Section 4. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility agencies or companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of an decoration of the dwelling and all other appurtenances and improvements constructed or otherwise located within his or her Unit, it is nevertheless a matter of concern that a Co-owner may fail to maintain the exterior of his or her dwelling or structures appurtenant thereto in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations of the Association, to properly and adequately maintain, decorate, repair, replace, landscape or otherwise keep his or her Unit, the dwelling thereon or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the offending features of the dwelling or other structures within the Unit, its appurtenances or any of its Limited Common Elements, and any landscaping, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. 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 which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his or her regular assessment next falling due; further, the lien for non-payment 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 Condominium 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.

Section 5. Utility Easements and Locations of Utility Installations. Various utility installations exist within the Units and are depicted on the Condominium Subdivision Plan. Perpetual easements exist and are hereby created in the Master Deed and otherwise in favor of all Units, the Owners thereof and the Association for the continued existence, maintenance, repair and replacement of such utilities, whether located above or below ground. Also, other utility mains (including, without limitation, natural gas, electric, cable and telephone conduits) may be installed by or at the instance of Developer across all Units to serve some or all other Units in the Condominium. Developer reserves the right to create all such easements and to install or cause to be installed any and all utilities within and across all Units in such locations as Developer may elect, in Developer's sole and absolute discretion and, further, to tap into, extend and enlarge such utilities as may be necessary, in Developer's judgment.

Section 6. Detention Ponds and Park Access Easement. There shall exist for the benefit of the Township of Green Oak in connection with its rights set forth in Article IV, Section 3(b) of this Master Deed, an access easement to the three (3) Detention Ponds located in Nichwagh Ridge, and the General Common Element Parks for the purpose of maintaining said areas if it deems it necessary or desirable. The easement granted herein may not be amended without the express written consent of the Township of Green Oak. Nothing in this Section shall be interpreted as providing public access to the private, General Common Element Parks and three (3) Detention Ponds. The Township of Green Oak, pursuant to the easement granted in this Section, has the right to expand the three (3) Detention Ponds and convert them into a regional Detention Basin. If the Township exercises such right, it shall assume responsibility for maintenance of the Detention Basin.

Section 7. Preservation Easements. The Woodlands and Wetlands Preservation Easements as depicted on the Condominium Plan shall be maintained in their natural condition and shall be accessible by all Co-owners. Preservation shall include all open space, a thirty foot wide consecration easement along certain lots, as depicted on Exhibit B, together with preservation of steep slopes and overlooks, and together with reduced road widths with swale drainage for decreased impacts to adjacent wetlands and waterways. These shall include the preservation of open space, as well as a thirty foot wide Conservation Easement along the back of the perimeter lots, as well as preservation of steep slopes and overlooks, together with reduced road widths with swale drainage for decreased impacts to adjacent wetlands and waterways. Within the Preservation Easements as depicted on the Condominium Plan, the alteration of topography, the placement of fill material, the dredging, removal or excavation of any soil or material, the dredging, removal or excavation of any soil or materials, the drainage of surface water, the construction or placement of any structure, plowing, tilling or cultivating and the alteration or removal of vegetation shall be prohibited except that developer may construct, maintain, repair and replace the walkways, landscaping (sod, trees, flowers and shrubs), storm and other improvements as shown on the plans, specifications and permits approved or issued

and as amended, by governmental agencies having jurisdiction over the Preservation Easements. Except as provided in this Section, the Wetlands Preservation Areas may not be disturbed without a permit from any governmental agencies with proper jurisdiction. Wetlands as used herein shall have the same meanings as they do in the Township of Green Oak Wetland preservation Ordinance. Nothing contained herein shall be interpreted as providing public access to the private Preservation Easement areas. The Preservation Easements created herein shall run with the land in perpetuity unless modified or terminated by written agreement with the Township of Green Oak. Developer shall deliver to each Unit Owner, as required by the Act, a copy of Exhibit B to this Master Deed which clearly demarcates the boundary of the easement premises. The Preservation Easements created herein may be enforced by either an action in law or equity and shall be enforceable by the Township of Green Oak against the owners of the easement premises or any other person despite a lack of privity of estate or contract.

Section 8. Emergency Access Easement. There shall exist for the benefit of the Township of Green Oak, County of Livingston, or any emergency service agency, an easement over, under, across and through the Condominium premises, including all units and common elements as may be necessary for the purposes 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, storm drains or related appurtenances. No co-owner shall build or place or allow or cause to be built or placed on the storm drainage easements as depicted on the condominium subdivision plan, 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 effect the rights of the Grantee under this easement. The Grantee, its agent, contractors and designated representative shall have the right of entry on and across to the condominium premises to the extent reasonably necessary to service the storm sewer system. All co-owners release Grantee and its successors and assigns or transferees from any and all claims to damages to property arising from or incident to the construction and maintenance of a storm drain system or otherwise arising from or incident to the exercise by Grantee of its rights under the easement and covenant not to sue Grantee for any such damages. The rights granted herein may not be amended without the express written consent of Grantee. Grantee may sell, assign, transfer or convey its rights hereunder to any other governmental unit.

Section 9. Landscape Easements. There shall exist for the benefit of the Developer during Development and Sales Period and thereafter, and the Association, landscape easements over portions of Units 1 and 11 and a trail as depicted on the Condominium Subdivision Plan. If the Developer installs landscaping in the Landscape Easements intended to benefit the entire Project, such landscaping improvements as well as the woodchip trail improvements shall be maintained, repaired and replaced by the Association.

Section 10. Easements, Restrictions and Special Assessment District Re: Dixboro Road. That in the event a special assessment district is created for the purpose of paving

Dixboro Road, then and in such event, all lot owners in Nichwagh Ridge shall participate up to their pro rata share of the cost in the special assessment district.

ARTICLE VIII

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 of such Unit.

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 67% of all first mortgagees of record allocating one vote for each mortgage held. If a proposed Amendment effects a provision which gives the Township rights or is governed by an ordinance, the Amendment must have prior approval of the Township.

Section 3. By Developer. The Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. Except as otherwise provided in this Master Deed, 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 or her first mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent; thus, any change in such matters shall require unanimity of action of all Co-owners.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 80% of non-Developer Co-owners and mortgagees and, during the Development and Sales Period, the Developer. Upon termination and with respect to division of the land, Co-owners shall comply with the Subdivision Control Act and any applicable ordinances of the Township of Green Oak.

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

Section 7. Amendments for Secondary Market Purposes. The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing

