

MASTER DEED

LAKE POINTE PRESERVE CONDOMINIUM

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

This Master Deed is made and executed on this _____ day of _____, 2022 by Clearview Homes, LLC, a Delaware limited liability company, hereinafter referred to as “Developer”, whose address is 445 S. Livernois Suite 324, Rochester Hills, MI 48307.

WITNESSETH:

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 Condominium Act of Michigan.

NOW, THEREFORE, the Developer does, upon the recording hereof, establishes Lake Pointe Preserve as a Condominium Project under the Act and does declare that Lake Pointe Preserve (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, their grantees, successors, heirs, personal representatives 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 Lake Pointe Preserve, Oakland County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for construction thereon of a residence and each Unit is capable of individual utilization on account of having its own entrance from and exit to a General Common Element in the Condominium. Each Co-owner in the Condominium Project shall have an exclusive right to the Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE I

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is a parcel of land in Waterford Township, Oakland County, Michigan described as follows:

LOTS 429 THRU 431 AND LOTS 526 THRU 529 OF "LAMBERT'S SHORE ACRES" A SUBDIVISION OF THE E 1/2 OF THE NW 1/4 AND PART OF THE SW 1/4 OF SECTION 35, T3N, R9E, TOWNSHIP OF WATERFORD, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 38 OF PLATS, PAGE 26, OAKLAND COUNTY RECORDS DESCRIBED AS BEGINNING AT A POINT LOCATED N 89°29'27" W (REC. AS N 89°30'00" W) 33.00 FT FROM THE N 1/4 CORNER OF SECTION 35, T3N, R9E; TH S 00°45'00" W 200.00 FT; TH N 89°29'27" W 144.61 FT (REC. AS 146.67 FT); TH N 00°30'00" E 50.00 FT; TH N 89°29'27" W 150.00 FT TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HOGARTH AVENUE (50 FT WIDE); TH ALONG SAID EAST RIGHT-OF-WAY N 00°30'00" E 150.00 FT TO A POINT ON THE NORTH LINE OF SAID "LAMBERT'S SHORE ACRES"; TH ALONG SAID NORTH LINE S 89°29'27" E 295.49 FT (REC. AS 297.00 FT) TO THE POINT OF BEGINNING. CONTAINING 1.18 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALSO,

PART OF THE NW 1/4 OF SECTION 35, T3N, R9E, ALSO LOTS 335 THRU 340 AND THAT PORTION OF VACATED LEDYARD AVENUE ADJOINING THE SAME AND LOTS 426 THRU 428 "LAMBERT'S SHORE ACRES" A SUBDIVISION OF THE E 1/2 OF THE NW 1/4 AND PART OF THE SW 1/4 OF SECTION 35, T3N, R9E, TOWNSHIP OF WATERFORD, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 38 OF PLATS, PAGE 26, OAKLAND COUNTY RECORDS ALL DESCRIBED AS BEGINNING AT THE NE CORNER OF SAID LOT 428 LOCATED

N 89°29'27" W 378.49 FT (REC. AS N 89°30'00" W 380.00 FT) FROM THE N 1/4 CORNER OF SECTION 35, T3N, R9E; TH S 00°30'00" W 150.00 FT; TH N 89°29'27" W 150.00 FT; TH S 00°30'00" W 150.00 FT; TH N 89°29'27" W 200.00 FT TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LEDYARD AVENUE (50 FT

WIDE); TH ALONG SAID WEST RIGHT-OF-WAY LINE S 00°30'00" W 405.00 FT TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SLOAN AVENUE (50 FT WIDE); TH N 89°34'50" W (REC. AS N 89°30'00" W) 592.90 FT ALONG SAID NORTH RIGHT-OF-WAY TO A POINT ON THE EAST LINE OF "ELIZABETH LAKE ESTATES NO. 2" A SUBDIVISION OF PART OF THE E 1/2 OF NE 1/4 OF SECTION 34, PART OF THE W 1/2 OF NW 1/4 OF SECTION 35, PART OF THE E 1/2 OF SE 1/4 OF SECTION 27, PART OF THE W 1/2 OF SW 1/4 OF SECTION 26 ALL IN T3N, R9E, WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 27 OF PLATS, PAGE 6, OAKLAND COUNTY RECORDS; TH ALONG SAID EAST LINE OF "ELIZABETH LAKE ESTATES NO. 2" N 00°14'55" E (REC. AS N 00°30'00" E) 705.00 FT TO THE SW CORNER OF "LINCOLN HEIGHTS SUBDIVISION" OF PART OF THE SW 1/4 OF SECTION 26, T3N, R9E, WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 28 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS; TH ALONG SAID SOUTH LINE OF "LINCOLN HEIGHTS SUBDIVISION"

S 89°34'50" E 595.99 FT (REC. AS S 89°30'00" E 592.90 FT); TH CONTINUING ALONG SAID SOUTH LINE OF "LINCOLN HEIGHTS SUBDIVISION" AND THE NORTH LINE OF SAID "LAMBERT'S SHORE ACRES" S 89°29'27" E (REC. AS S 89°30'00" E) 350.00 FT TO THE POINT OF BEGINNING. CONTAINING 11.51 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. COMBINED TOTAL OF 12.69 ACRES.

ARTICLE III

DEFINITIONS

Certain terms utilized in this Master Deed and Exhibits A and B hereto and the Articles of Incorporation of the Lake Pointe Preserve Condominium Association, a Michigan nonprofit corporation, are 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 Lake Pointe Preserve Condominium Association, which is the nonprofit 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. 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. Common Elements. "Common Elements" means that portion of the Condominium Project other than the Condominium Unit.

Section 5. Condominium Documents. "Condominium Documents" means the Master Deed, recorded pursuant to the Act, and any other instrument referred to in the

Master Deed or Bylaws which affects the rights and obligations of a Co-owner in the Condominium.

Section 6. 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 Lake Pointe Preserve as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Lake Pointe Preserve as a Condominium Project established in conformity with the provisions of the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" or "Plan" means Exhibit B hereto.

Section 9. Condominium Unit. "Condominium Unit" or "Unit" means the enclosed space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space is described in Exhibit B hereto.

Section 10. Construction and Sales Period. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 11. Co-owner, Owner. "Co-owner" or "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. Co-owner includes land contract vendees and vendors, who are considered jointly and severally liable under the Act and the Condominium Documents (except as the recorded Condominium Documents provide otherwise). Developer is a Co-owner as long as Developer owns one or more Units.

Section 12. Developer. "Developer" means Clearview Homes, LLC, a Delaware limited liability company, which has made and executed this Master Deed, and its successors and assigns.

Section 13. General Common Elements. "General Common Elements" means the Common Elements other than the Limited Common Elements.

Section 14. Limited Common Elements. "Limited Common Elements" means a portion of the Common Elements reserved in the Master Deed for the exclusive use of less than all of the Co-owners.

Section 15. Master Deed. "Master Deed" means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as exhibits.

Section 16. Percentage of Value. "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred percent (100%). Percentages of Value shall be determinative only with respect to those matters which they are specifically deemed to relate either in the Condominium Documents or the Act.

Section 17. Person. "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

Section 18. Residence. "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Unit.

Section 19. Structure. "Structure" means any Residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in-ground swimming pool, or any other improvement of a permanent or substantial nature constructed with the perimeter of a Unit.

Section 20. Township. "Township" means the Charter Township of Waterford, Oakland County, Michigan, and its successors and assigns.

Section 21. 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.

ARTICLE IV

GENERAL COMMON ELEMENTS

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

Section 1. The General Common Elements are:

(a) The land described in Article I hereof as may be hereafter amended (other than that portion thereof described in Article V, Section 1 and in Exhibit B hereto as constituting the Condominium Units).

(b) The roads and roads right-of-way throughout the Project, until such time as either the Developer or the Association has dedicated the roads to public use through the acceptance of such a dedication by the Township or any other governmental entity.

(c) The sidewalks throughout the Project. At an indeterminate time in the future the Township may determine it to be desirable that a sidewalk be installed on the north side of Sloan Avenue and west side of Woodingham Avenue contiguous to the Condominium Premises or within the Sloan and Woodingham public right-of-way contiguous to the Condominium Premises and extending to connect with similar sidewalks adjoining properties lying easterly along Sloan Avenue and southerly along Woodingham Avenue. In such event, each Co-owner in the Condominium at the time of installation of said sidewalk or at such other time as the Township shall determine, shall contribute to the Township his or her pro rata share of the costs of the installation of such sidewalk fronting on the Condominium Premises. Such amounts may be assessed by the Association against each Co-owner and each Unit pursuant to provisions of Article II of the Bylaws and paid to the Township pursuant to procedures prescribed by it. In the event that any Co-owner fails to pay his or her pro rata share of expenses of installation of said sidewalk, the Township may collect the same in accordance with the same procedures set forth in Article IV, Section 3(a) of this Master Deed to pay such Co-owner's expenses of maintenance, repair and replacement with respect to this Unit.

(d) The electrical transmission system throughout the Project up to, but not including, the electric meter for each residential dwelling constructed within the perimeter of a Unit. Leads connecting utility mains to Residences are not General Common Elements.

(e) The telephone system throughout the Project up to the point of connection with each residential dwelling constructed within the perimeter of a Unit. Leads connecting utility mains to Residences are not General Common Elements.

(f) The gas distribution system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling constructed within the perimeter of a Unit. Leads connecting utility mains to Residences are not General Common Elements.

(g) The water distribution system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling constructed within the perimeter of a Unit. Leads connecting utility mains to Residences are not General Common Elements.

(h) The sanitary sewer system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling constructed within the perimeter of a Unit. Leads connecting utility mains to Residences are not General Common Elements.

(i) The storm sewer and surface drainage systems and all detention and/or retention facilities throughout the Project and off-site for the benefit of the Project as shown on Exhibit B as the “Storm and Detention Easement.”

(j) The telecommunications system, if and when it may be installed up to, but not including, connections to provide service to each residential dwelling constructed within the perimeter of a Unit.

(k) The entrance signs serving the Project.

(l) The sprinkler systems servicing the General Common Elements.

(m) The mail boxes and the structures within which the mail boxes are situated.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system 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 system, 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.

Section 2. The Limited Common Elements are the areas depicted on the Condominium Subdivision Plan as Limited Common Elements and are limited to the use of the Co-owners of the Units to which such Limited Common Elements are assigned on the Plan.

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

(a) The Association shall maintain, repair and replace all General Common Elements and any landscaped areas in the roads (cul-de-sac islands and entranceway) and the expense thereof shall be assessed to the Owners in proportion to the Percentages of Value stated in Article VI hereof.

The Developer, prior to the Transitional Control Date, and the Association thereafter shall have the authority and responsibility, at its expense, to operate, maintain, repair, manage, and improve the General Common Elements in the Condominium. The Developer and/or Association shall have the responsibility to preserve and maintain all storm water

facilities, including but not limited to, detention and retention facilities and all private roadways and sidewalks which are located within the Condominium unless and until such improvements are accepted by the local public authority for public use and maintenance, to ensure that the same continue to function as intended. The Developer and/or Association shall also have the responsibility to preserve and maintain all open space and park areas located with the General Common Element areas, including amenities located therein. The Developer and/or Association shall establish a regular and systematic program of maintenance for the common areas to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and/or maintained.

In the event that the Developer and/or Association shall at any time fail to carry out the responsibilities above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the Township may serve written notice upon the Developer and/or Association, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place of the hearing before the Township Board, or such other Board, body or official delegated by the Township Board, for the purpose of allowing the Developer and/or Association to be heard as to why the Township should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing the Township Board or other body or official designated to conduct the hearing shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the Township shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property, and perform such maintenance and/or preservation as reasonably found by the Township to be appropriate. The costs and expense of making and financing such maintenance and/or preservation, including the cost of notices by the Township and reasonable legal fees incurred by the Township, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Developer and/or Association and such amount shall constitute a lien on an equal pro rata basis as to all of the residential units on the property. The Township may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Developer or Association, all unpaid amounts may be placed on the delinquent tax roll of the Township, pro rata, as to each unit, and shall accrue interest and penalties, and be collected as, and deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the Developer or Association and in

such event, the Developer and/or Association shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit.

(b) It is anticipated that separate Residences will be constructed within the Units depicted on the Plan. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of the Residence and all other improvements within each Unit shall be borne by the Owner of the Unit which is served thereby; provided, however, that the exterior appearance of such Units, to the extent visible from any other Unit or General Common Element in the Project, shall be subject at all times to the approval of the Association.

(c) In the event a Co-owner fails to maintain his Unit in accordance with the standards imposed by the Association and the Condominium Documents, the Association may enter upon the Unit and perform any required decoration, landscaping, maintenance, repair or replacement and assess the costs thereof to the pertinent Co-owner in accordance with the provisions of Article II of the Bylaws.

(d) The cost of repair of damage to a General Common Element, or the replacement thereof, caused by an Owner or family member, guest or invitee of an Owner shall be assessed against the Owner.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 42 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall consist of the land contained within the Unit boundaries as shown in Exhibit B hereto, assigned a Unit number, and delineated with heavy outlines, together with all appurtenances thereto.

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 which would affect maintenance costs and value 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 shall be determinative of the proportionate share of each respective Owner in the proceeds and expenses of the Association and the Value of such Owner's vote at meeting of the Association and the undivided interest of the Owner in the Common Elements.

ARTICLE VI

EASEMENTS

Section 1. Developer's Easements. Developer hereby reserves and declares permanent and nonexclusive easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, sprinklers or water retention areas, all of which easements shall be for the benefit of any land adjoining the Condominium, now owned or hereafter acquired by Developer or its successors or assigns. These easements shall run with the land in perpetuity. Developer has no financial obligation to support such easements.

Section 2. General Easement for Maintenance of Encroachments and General Utilities. In the event any portion of a Unit or General Common Element encroaches upon another Unit or General 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 contained therein for the continuing maintenance and repair of all utilities in the Condominium. One of the purposes of this Section is to clarify the right of the Co-owners to maintain structural elements and fixtures which project into the General Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

Section 3. Easement for Maintenance of Dwelling Exteriors and General Common Elements. There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and General Common Elements in the Project, for access to the Units and the exterior of each of the residential dwellings that is constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with the provisions of Article IV, Section 3(c) hereof.

Section 4. 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, subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired. No easements

created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefitted thereby.

Section 5. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and General Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves, any portion (whether within or without a Unit) or any element of a general telephone security system which may be installed within the Condominium and for purposes of inspection of any Unit to ascertain that the same has been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Association.

Section 6. Utility Easement. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land adjoining the Condominium or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. The costs of maintenance, repair and replacement of all utilities shared by the Co-owners and the owner or owners of any land adjoining the Condominium Premises shall be borne by all such persons proportionately based upon the ratio of the number of residential dwellings located upon the adjoining land to the total number of residential dwellings sharing the utilities.

Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by 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 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 easement or transfer of title.

Section 7. Telecommunications Agreements. 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 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.

Section 8. Private Roads. The private roads as shown on Exhibit B will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance on the Condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs.

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 the Condominium Project. 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 Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium 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.

The Association, upon expiration of the Construction and Sales Period, acting through its lawfully constituted Board of Directors shall be empowered 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 the Condominium Project. Any such right-of-way dedication shall be evidenced by an appropriate amendment to the Master Deed and to Exhibit B hereto, recorded in Oakland County Register of Deeds. 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.

Section 9. Emergency Vehicle Access Easement. There shall exist for the benefit of the Township or any emergency service agency, an easement over all roads in the Condominium Project for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

ARTICLE VII

AMENDMENT

This Master Deed and any Exhibit hereto 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 General Common Elements. No Unit dimension may be modified without the consent of the Co-owner and mortgagee of such Unit.

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

Section 3. By 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 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 mortgagee consent shall be required as provided in Section 2 of this Article.

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 otherwise provided in this Master Deed or in the Bylaws.

Section 5. Developer Approval. The Association shall make no amendment which materially changes the rights of the Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

Section 6. Township Approval. Notwithstanding anything in this Master Deed or Bylaws, there shall be no amendment to or termination of Article IV, Section 3(a), or any other provision which affects or limits the rights of the Township as provided within the Master Deed, Exhibit B, or Bylaws, without first obtaining Township review and approval of any such amendment.

ARTICLE VIII

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 another matter or thing, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Oakland County Register of Deeds.

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written:

Clearview Homes, LLC
A Delaware limited liability company

By:
Its Managing Member
STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, the Managing Member of Clearview Homes, LLC, a Delaware limited liability company, on behalf of the Company.

Amy E. Gudenau

Notary Public, Oakland County, Michigan

My Commission Expires: 10/24/2026

Acting in Oakland County

Drafted By / Return To:

Jerry Griffith

445 S. Livernois, Suite 324

Rochester Hills, MI 48307

586-604-8714