

MASTER DEED

HICKORY HILLS CONDOMINIUM

CONDOMINIUM PLAN NO. _____

THIS MASTER DEED is made and executed on this 20th day of February, 1995, by M-59, Inc., a Michigan Corporation, hereinafter referred to as "Developer", whose address is 6755 Schultz Road, Alpena, Michigan 49797, 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".

W I T N E S S E T H:

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" and the Articles of Incorporation of the Hickory Hills Condominium Association attached hereto as Exhibit "C" (which are hereby incorporated 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 under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Hickory Hills Condominium as a Condominium under the Act and does declare that Hickory Hills Condominium (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 matter 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, Bylaws and the Exhibits attached 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, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as Hickory Hills Condominium, Livingston County Condominium Subdivision Plan No. __. The engineering and architectural plans for the Condominium were approved by, and filed with, the Township of Oceola. The architectural plans for all dwellings and other improvements to be constructed within the Project must be approved by the Township of Oceola, and thereafter will be filed with the Township of Oceola. The Condominium 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 except Unit 66 has been created for residential purposes. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

The Developer excepts and reserves all of the oil, gas, and other minerals in, under and that may be produced from the lands described in Article II and any other lands hereafter included in the Condominium Project by virtue of expansion of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

LEGAL DESCRIPTION: Commencing at the North 1/4 Corner of Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan; thence S 00°02'48" E 1326.15 feet along the North-South 1/4 line of said section; thence N 89°30'36" W 149.24 feet (previously recorded as 143.52 feet) along the North line of the South 1/2 of the Northwest fractional 1/4 of said section; thence S 00°12'02" W 401.65 feet for a PLACE OF BEGINNING; thence continuing S 00°12'02" W 924.44 feet; thence N 89°30'09" W 1178.28 feet along the East-West 1/4 line of said section; thence N 00°03'55" W 1079.67 feet along the West line of the East 1/2 of the Northwest fractional 1/4 of said section; thence N 89°56'05" E 155.00 feet; thence N 00°03'55" W 43.85 feet; thence N 89°56'05" E 225.00 feet; thence S 65°31'56" E 83.91 feet; thence S 85°56'05" E 104.31 feet; thence S 71°03'01" E 52.07 feet; thence S 82°34'27" E 120.88 feet; thence S 65°27'48" E 222.14 feet; thence N 78°50'23" E 88.01 feet; thence S 00°12'02" W 59.20 feet; thence S 89°46'25" E 165.00 feet to the Place of Beginning. Being a part of the East 1/2 of the Northwest fractional 1/4 of Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan, containing 28.41 acres of land, more or less, being subject to the rights of the public over that part as is occupied by highway M-59, also being subject to and together with a 50.00 foot wide private easement for ingress, egress, and public utilities as described below, also being subject to easements and restrictions of record, if any.

50.00 FOOT WIDE PRIVATE EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES: A 50.00 foot wide private easement for ingress, egress, and public utilities having a centerline described as follows: Commencing at the North 1/4 Corner of Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan; thence S 00°02'48" E 1325.15 feet along the North-South 1/4 line of said section; thence N 89°30'36" W 149.24 feet (previously recorded

as 143.52 feet) along the North line of the South 1/2 of the Northwest fractional 1/4 of said section; thence S 00°12'02" W 1324.11 feet; thence S 88°49'37" W 554.80 feet along the centerline of Highway M-59 for a PLACE OF BEGINNING; thence N 01°10'23" W 250.00 feet; thence 131.34 feet along the arch of a 600.00 foot radius circular curve to the left through a central angle of 12°32'30" and having a chord bearing N 10°14'52" W 110.00 feet; thence N 13°42'53" W 51.61 feet; thence 157.00 feet along the arc of a 600.00 foot radius circular curve to the right through a central angle of 14°59'32" and having a chord bearing N 06°13'07" W 156.55 feet; thence N 01°16'39" E 499.49 feet; thence 7.93 feet along the arc of a 300.00 foot radius circular curve to the right through a central angle of 01°30'54" and having a chord bearing N 02°02'06" E 7.93 feet to the Place of Ending. Being a part of the East 1/2 of the Northwest fractional 1/4, and a part of the East 1/2 of the Southwest fractional 1/4 all in Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan, being subject to the rights of the public over that part as is occupied by Highway M-59, also being subject to easements and restrictions of record, if any.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A", "B" and "C" hereto, but are or may be used in various other instruments such as, by way of example and limitation, the rules and regulations of Hickory Hills Condominium Association, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Hickory Hills Condominium 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. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Hickory Hills 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. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3. Board Of Directors Or Board. "Board of Directors" or "Board" means the Board of Directors of Hickory Hills Condominium Association, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 4. 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 5. Common Elements "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. Condominium Documents "Condominium Documents: wherever used means and includes this Master Deed and Exhibits "A", "B" and "C" attached hereto, 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 Hickory Hills Condominium as described in the Master Deed or amendment or amendments to the Master Deed.

Section 8. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Hickory Hills Condominium as a Condominium established in conformity with the provisions of the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means 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 or for so long as the Developer continues to construct and offer for sale, with Township approval for expansion of the Project, additional units in the areas set forth herein for expansion of the project.

Section 11. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner

Section 12. Developer. "Developer" means M-59 Inc., a Michigan Corporation, which has made and executed this Master Deed, and its successors and assigns. Both successor and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held: (a) in the Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of thirty-six (36) months from the date of the first Unit conveyance, or (c) mandatorily, four (4) months after seventy-five (75%) percent of all Units which may be created are conveyed, 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 owners unaffiliated with the Developer, that is, owners who are not, stockholders, officers or directors of M-59, Inc., 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 Hickory Hills Condominium as such space may be described in Article V, Section 1 below, 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 Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Other terms which may be utilized in the Condominium Documents and which are not defined hereinabove shall have the meanings as provided in the Act.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit "B" attached hereto, 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, including all roads, sidewalks and parking spaces not identified as Limited Common Elements, if any, and other common areas, when included as a part of the Condominium, excepting that portion of the land described in Article V, Section 1 below and in Exhibit "B" hereto as constituting the Condominium Units. Those structures and improvements that are now or hereafter located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute General Common Elements.
- (b) Electrical. The electrical transmission system throughout the Project up to the point of lateral connection for Unit service.
- (c) Telephone. The telephone system throughout the Project up to the point of the

ancillary connection for Unit service.

- (d) Gas. The gas distribution system throughout the Project, up to the point of lateral connection for Unit service.
- (e) Water Supply System. The water system comprised of water leads throughout the project, up to the point of lateral connection for unit service to the municipally owned water main.
- (f) Sanitary Sewer System. The sanitary sewer system comprised of sewer leads throughout the Project, up to the point of lateral connection for unit service to the municipally owned sewer main.
- (g) Telecommunications. The telecommunications system, if and when it may be installed, up to the point of ancillary connection for Unit service.
- (h) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.
- (i) Roads. The Project Roads and Cul-de-sacs (including both their paved areas and the adjoining rights of way) known as Hickory Circle Drive, Hickory Hills Blvd., Chestnut Bend, Redbud Drive, and Smoketree Lane, depicted on the Condominium Subdivision Plan and all signage installed by the Developer and/or the Association in connection therewith.
- (j) Easements. All beneficial easements, if any, now existing or created after the recording hereof which benefit the Condominium Premises as a whole.
- (k) Storm Water Drainage System. The Storm Water Drainage System including the Storm Water Retention Area and other drainage areas and apparatus depicted as such on the Condominium Subdivision Plan.
- (l) Open Space Areas. The Open Space Areas designated as such on the Condominium Subdivision Plan. The use of this Open Space, which shall constitute general common elements, is reserved for use by the Co-owners, their family, guests and invitees in accordance with reasonable rules and regulations developed by the Association.
- (m) 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. Developer reserves the right to establish such mailbox system as Developer may elect or as may be required to be installed by a public authority or service agency having jurisdiction and, to that end, may establish an individual mailbox system or may consolidate or cluster the same in such manner as Developer may deem appropriate. If mailboxes are

clustered, the Developer or the Association may designate individual compartments in the clustering structure or structures as Limited Common Elements or may assign or reassign the same from time to time for use by Co-owners on an equitable basis without such designation. Developer also reserves the right, in its discretion, to install street signs, traffic control signs, street address signs and other signage at any location or locations as Developer deems appropriate within the General Common Element road rights of way.

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

Section 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- (a) Miscellaneous. Any improvements constructed by the Developer and designated Limited Common Elements appurtenant to a particular Unit or Units in the Master Deed or in an amendment to the Master Deed made by Developer.

Section 3. Responsibilities For Maintenance, Decoration, Repair And Replacement.

- (a) Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements and Limited Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall maintain all Common Elements requiring periodic maintenance in a neat, clean, and first-class condition in keeping with their basic nature. Additional maintenance assessments may be levied for individual Units requiring expenditures by the Association. Standards for maintenance may be established by the Association through its Board of Directors. The Association shall not be responsible, in the first instance, 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, reasonably uniform, periodic exterior maintenance functions within any Unit boundaries as it may deem appropriate and as the affected Co-owners may agree (including, without limitation, lawn mowing, snow removal and tree trimming). 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 on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

- (b) Co-owner Responsibility. Each Co-owner shall be responsible for the maintenance, decoration, repair and replacement of the following:
- i. i. Each Co-owner shall be responsible for decorating, maintaining, repairing or replacing each and every part of his/her Unit, together with all improvements thereon, along with any portion of the yard of the Co-owner which lies within the right of way of any road or street, except those portions of any easement or right of way situated within the Condominium which exists primarily for the benefit of persons other than Co-owners. The exterior appearance of the buildings constructed within the units shall be subject to the approval of the Association and to reasonable aesthetic and maintenance prescribed by the association and duly adopted rules and regulations. Failure of any Co-owner to adhere to maintenance and aesthetic standards shall entitle the association to enter upon such Co-owner's unit and to perform necessary maintenance, repair or replacement.
 - ii. Each Co-owner shall be responsible for payment of utilities attributable to his/her Unit. All costs of installation and subsequent operation of water, electricity, natural gas, telephone, cable television, (if any) and waste water disposal service shall be borne by the Co-owner of the unit to which such services are furnished. All utility laterals and leads shall be installed, maintained, repaired and replaced at the expense of the Co-owner whose unit they service.
 - iii. Each Co-owner shall be responsible for ownership and maintenance of the particular water supply system attributable to his/her Unit, and shall abide by all applicable laws, rules and regulations with respect thereto. All costs of initial installation and subsequent maintenance, repair and replacement of the water distribution system located within each unit shall be separately borne by the Co-owner of each unit to which they are appurtenant.
 - iv. Each Co-owner shall be responsible for the ownership and maintenance of the parts of the individual sewage system, excluding parts owned by a governmental entity, pertaining to his/her Unit, and shall abide by all applicable laws, rules, regulations with respect thereto. All costs of initial installation and subsequent maintenance, repair and replacement of the sewage disposal system located within each unit shall be separately borne

by the Co-owner of each unit to which they are appurtenant.

- (c) Co-owner Negligence or Fault. If the Association determines in its sole discretion that maintenance, repair, decoration or replacement is required as a result of the failure of the Co-owner to perform his/her responsibility as set forth in (b) above, or is a result of the negligence, fault or improper conduct of a Co-Owner, the Association may proceed to perform the required work itself. The cost of any such maintenance, repair, decoration or replacement performed by the Association shall be paid by the Co-Owner and added to his/her monthly Association assessment, if necessary. Failure of the Co-owner to pay the charges incurred by the Association shall entitle the Association to proceed with all remedies set forth in Articles III, VIII and IX of the Condominium Bylaws.
- (d) Public Utilities. Public utilities furnishing services such as sanitary sewer, water, electricity, cable lines and telephone to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services and associated costs incurred to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV.

Section 4. Use Of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION. PERCENTAGE OF VALUE. AND DEVELOPMENT BY PHASE

Section 1. Description Of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan of Hickory Hills Condominium which is attached hereto as Exhibit "1B". There are Sixty-Five (65) Units created for residential uses in the Condominium Project established by this Master Deed. Unit 66 is created for use as a temporary sales office. Each Unit shall consist of the space located within horizontal and vertical Unit boundaries as delineated on Exhibit B hereto together with all appurtenances thereto.

Section 2. Percentage Of Value. The total value of the Project is 100%. The determination of the 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 concluding that there are not material differences. 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 the expenses of administration and the value of such Co-owner's vote at meetings of the

Association of Co-owners. Accordingly, the percentage of value assigned to each single family residential Unit shall be equal.

Section 3. Modification Of Units And Common Elements BY Developer. The size, location, nature, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit "B", as same may be revised or amended from time to time, may be modified, in Developer's sole discretion subject to the approval of the Oceola Township Board, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person except for the Oceola Township Board whose concurrence must be obtained prior to change or modification, so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 4. Relocation Of Boundaries Of Adjoining Units By Co-Owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units and upon approval of the affected mortgagees of these Units. Upon written application of the Co-owners of the adjoining Condominium Units, and upon the approval of said affected mortgagees, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Master Deed shall identify the Condominium Units involved and shall state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof and such amendments shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. The amendment shall be delivered to the Co-owners of the Condominium Units involved upon payment by them of all reasonable costs for the preparation and recording thereof.

Section 5. Office Area. The area designated on the Condominium Subdivision Plan as Unit 66 shall be temporarily used by the Developer, its duly authorized agents, representatives, and employees during the construction and sales period not to exceed six (6) years, for a construction management office and sales and condominium management office. At the end of the term it shall be converted to another use consistent with the residential condominium uses as

authorized by the Township.

ARTICLE VI

EASEMENTS

Section 1. Easement For Maintenance Of Encroachments And Utilities. In the event any portion of a Unit or Common Element encroached upon another Unit or Common Element due to shifting, settling or movement 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 encroachments exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium.

Section 2. Association Easements Over Condominium Units There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units 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 terms hereof. The individual Co-owners are responsible for the maintenance, repair and replacement of all structural elements contained within their respective Unit boundaries, including driveways, and for lawn mowing and maintenance of landscaping. In the event that a Co-owner fails or neglects to maintain the exterior structural components of the Co-owner's Unit, including the driveway, in an aesthetic and/or harmonious manner as may from time to time be established by the Association in duly adopted regulations passed by the Board of Directors pursuant to its authority set forth in Article VI, Section 12 of the Bylaws (Exhibit 'A' hereto), or fails to mow the lawn or otherwise maintain the landscaping with the Unit boundaries, the Association shall be entitled to effect such maintenance to the Unit and/or such maintenance of landscaping and to assess the Co-owner the costs thereof and to collect such costs as part of the assessments under Article II of the Bylaws (Exhibit "A" hereto). There also shall exist easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit as a Limited Common Element to the extent repair is necessitated on account of an occurrence with respect to which a Co-owner is required under the Condominium Documents to maintain insurance coverage, nor shall the Association be obligated to make any capital expenditures of any type whatsoever with respect to such dwellings or improvements or to perform any maintenance or repairs thereon.

Section 3. Reservation Of Right To Grant Easements For Utilities. The Developer shall grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and transfer title of utilities to governmental agencies or to utility companies. Such easement or transfer of title shall 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 easement or transfer of title.

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 First Annual Meeting), 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.

Section 5. Association And Developer Easements For Maintenance, Repair And Replacement. The Developer, the Association, and all public or private utilities 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 laws or to respond to any emergency or common need of the Condominium. Neither the Developer nor the Association nor public utilities shall be liable to the 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 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 installment of the annual 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 and foreclosure of the lien securing payment.

Section 6. 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, utility 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 Condominium 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 any 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 within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7. Easements For Storm Drainage. There shall exist easements over all Units for purposes of providing storm water drainage and retention or detention as designated on the Condominium Subdivision Plan. No Co-owner shall disturb the grade or otherwise modify the areas within such easements in any way so that the storm water drainage designed for the Condominium Premises shall be unimpeded. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials located within any open storm drainage easement areas lying within such Co-owner's Unit except as the same may be necessitated by the actions of the Association or any public agency having jurisdiction in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities.

Section 8. Emergency Vehicle Access Easement. There shall exist for the benefit of the Township or other emergency or public service agency or authority, an easement over all Roads and Drives in the Condominium for use by the emergency and/or service vehicles of the Township or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary 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.

Section 9. Private Roads; Indemnification. The private Roads and related improvements as shown on the Condominium Subdivision Plan and/or installed by the Developer or the Association shall be regularly maintained (including, without limitation, snow plowing), replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium Roads on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The entire Road system shall be maintained by the Association in such manner as will allow unobstructed access throughout the Condominium. All repairs to the roadway surface, sub-base, potholes, subgrades, curb, gutter and storm drainage system shall conform to the Oceola Township Private Road standards and specifications for construction in effect at the time of the repair. As an absolute minimum standard, Road snow plowing by the Association shall take place when accumulated snow measures two (2) inches in depth and snow shall be plowed in such manner that unobstructed access throughout the Condominium is realized; provided, however, that this provision shall not preclude the board of directors of the Association, in its discretion, from setting a more stringent standard for the plowing of snow.

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ARTICLE VII

EXPANSION OF CONDOMINIUM

CONVERSION OF CONDOMINIUM

Section 1. Expansion of Condominium.

(a) Area of Future Development. The Condominium Project, established pursuant to the initial Master Deed may, at the election of Developer, be treated as the first phase of an expandable condominium under the act. Additional phases of the Condominium Project may be established at any time, with Oceola Township approval, upon all or some portion or portions of the following described land at the sole discretion of the developer who shall not be required to obtain the consent of the Co-owners of Units to expand the Condominium Project. Phase II shall be added to the Condominium Project before Phase III is added to the Condominium Project.

PROPOSED PHASE II. Commencing at the North 1/4 corner of Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan; thence South 00*02'48" East 1326.15 feet along the North-South 1/4 line of said section; thence North 89*30'36" West 149.24 feet (previously recorded as 143.52 feet) along the North line of the South 1/2 of the Northwest fractional 1/4 of said section for a PLACE OF BEGINNING; thence S 00*12'02" West 401.65 feet; thence North 89*46'25" West 165.00 feet; thence North 00*12'02" East 59.20 feet thence South 78*50'23" West 88.01 feet; thence North 65*27'48" West 222.14 feet; thence North 82*34'27" West 120.88 feet; thence North 71*03'01" West 52.07 feet; thence North 85*56'05" West 104.31 feet; thence North 65*31'56" West 83.91 feet; thence South 89*50'42" West 225.00 feet; thence South 00*03'55". East 43.50 feet; thence South 89*56'05" West 155.00 feet; thence North 00*03'55" West 576.25 feet along the West line of the East 1/2 of the Northwest fractional 1/4 of said section; thence North 72*12'41" East 199.77 feet; thence South 73*31'00" East 528.18 feet; thence South 58*26'34" East 51.78 feet; thence South 82*21'26" East 219.53 feet; thence North 69*05'20" East 102.52 feet; thence 39*21'59" East 107.92 feet; thence South 07*27'06" East 56.96 feet; thence South 30*52'18' East 106.74 feet to the Place of Beginning. Being a part of the East 1/2. Of the Northwest fractional 1/4 of Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan, containing 14.95 acres of land, more or less, being subject to and together with a 50.00 foot wide private easement for ingress, egress and public utilities also being subject to easement and restrictions of record, if any. (* = degrees)

PROPOSED PHASE III. BEGINNING at the North 1/4 Corner of Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan, thence South 00*02'48" East 1326.15 feet along the North-South 1/4 line of said section; thence North 89*30'36" West 149.24 feet (previously recorded as 143.52 feet) along the North line of the South 1/2 of the Northwest fractional 1/4 of said section; thence North 30*52'18" West 106.74 feet; thence North 07*27'06" West 56.96 feet; thence North 39*21'59" West 107.92 feet; thence South 69*05'20" West 102.52

feet; thence North 82*21'26" West 219.53 feet; thence North 58*26'34" West 51.78 feet; thence North 73*31'00" West 528.18 feet; thence South 72*12'41" West 199.77 feet; thence North 00*03'55" West 996.05 feet along the West line of the East 1/2 of the Northwest fractional 1/4 of said section; thence South 89*31'02" East 1334.10 feet along the North line of said section to the point of beginning. Being a part of the East 1/2 of the Northwest fractional 1/4 of Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan, containing 33.20 acres of land, more or less, being subject to and together with a 50.00 foot wide private easement for ingress, egress, and public utilities, also being subject to easements and restrictions of record, if any. (* = degrees)

With the approval of Oceola Township, separate Condominium Project or Projects may be created within all or any portion of the following described land, all or some of which may be merged into an expanded Condominium Project or Projects by the ultimate recording of a consolidating Master Deed. Restrictions do not exist that determine the order of developing the land after proposed Phase II and proposed Phase III have been completed. The Developer reserves the right to make an amendment to the Master Deed with the consent of Oceola Township but without the consent of Co-owners for such purpose.

Land in the Township of Oceola, County of Livingston, Michigan described as: PARCEL A: The East 1/2 of the Northwest 1/4 of Section 30 EXCEPTING therefrom a parcel of land in the Southeast corner thereof that is 143.52 feet East-West and 1324.84 feet North-South. PARCEL B: The South 1/2 of the Northeast 1/4 of Section 30 EXCEPTING the East 1491 feet thereof. ALSO EXCEPTING: Commencing at the center of Section, Thence North 1324 feet; thence East 1100.69 feet; thence South 410.6 feet; thence West 1071.5 feet. (* = degrees)

Part of the Southeast 1/4 of the Northwest 1/4 and a part of the Southwest 1/4 of the Northeast 1/4 of Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan, described as follows: Beginning at the center of said Section; thence North 88*18'04" West along the East-West 1/4 line of said Section, 143.52 feet; thence North 01*24'30" East along the West line of a 66 foot wide private road easement, 1324.84 feet; thence South 88*17'23" East 143.52 feet; thence South 88*26'24" East 1100.69 feet; thence South 01*24'30" W 410.60 feet; thence North 88*26'24" West 1071.50 feet; thence South 01*24'30" West 914.32 feet to said East-West 1/4 line; thence North 88*13'58" W along said 1/4 line, 29.19 feet to the point of beginning. Subject to and including the use of a 66 foot wide private road easement for ingress and egress, the West line of which is described as: Beginning at the Northwest corner of said above described parcel; thence South 01*24'30" West 1324.84 feet to the point of ending. (* = degrees)

Part of the North 1/2 of the Northeast 1/4 of Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan, described as follows: Beginning at the North 1/4 corner of said Section 30; thence South 89*21' East, 563.16 feet; thence North 89*15'30" East, 546.68 feet; thence South 0*59'14.011 East, 229.23 feet; thence North 89*31'05" East, 315.58 feet (recorded as North 89*19'50" East); thence South 01*41'30" West, 553.78 feet; thence South 89*39'20" East, 498.18 feet; thence South 01*41'30 West, 113.3 feet along the centerline of Eager Road; thence South 432.78 feet along the centerline of Eager Road; thence North 89*39'20" West, 1889.42 feet; thence North 0*51'20" West, 1314.8 feet to the point of beginning. (* = degrees)

(b) Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer and with the approval of the Township, within a period ending no later than six (6) years after initial recording of this Master Deed, be increased by the addition to this condominium of all or any portion of the area of future development and the establishment of units thereon. The location, nature, appearance, design or structural components of the units and/or other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures and improvements in the project, as determined by Developer in its sole discretion. No unit will be created within any part of the area of future development which is added to the condominium that is not restricted exclusively to residential use. The maximum number of condominium units that may be created in proposed Phase II above described is 85 units and the maximum number of units that may be created in proposed Phase III above described is 55 units.

(c) Expansion Not Mandatory. Nothing herein contained will in any way obligate the Developer to enlarge the condominium project beyond the phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the project other than as is explicitly set forth herein. There is no obligation on the part of the Developer to add to the condominium project all or any portion of the area of future development described in this Article VI, no is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

(d) Amendment to Master Deed and Modification of Percentages of Value. An increase in size of this condominium project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of 100 percent for the entire project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments and percentages of value will be made within the sole judgment of Developer. Such readjustments, however, will reflect a continuing reasonable relationship, among percentages of value based upon the original method of determining percentages of value for the project.

(e) Redefinition of Common Elements. The amendment or amendments to the Master Deed by the Developer to expand the condominium may also contain such further definitions and redefinitions of general or limited common elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the additional parcel or parcels being added to the project by the amendment. In connection with any such amendment(s), Developer will have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this article, including, but not limited to, the connection of roadways in the project to any roadways that may be located on or planned for the area of future development, to provide access to any unit that is located on or planned for the area of future development from the roadways

located in the project. An amendment to re-define the common elements shall require the approval of the Township.

Regardless of whether Developer elects to expand the existing condominium project or to create a separate condominium project (or projects) or any other form of development, the residents of such future development shall be entitled to use the open space areas, trails and private roads of Hickory Hills Condominium, but the ability to use the trails and open space and private roads will also include a responsibility to contribute to the repair, maintenance or replacement thereof, and subject to the same restrictions and conditions.

(f) Additional Provisions. The amendment or amendments to the Master Deed by the Developer to expand the condominium will also contain such provisions as Developer may determine necessary or desirable.

- i. To make the project contractable and/or convertible as to portions of or all of the parcel being added to the project;
- ii. To create easements burdening or benefiting portions or all of the parcel being added to the project, and/or;
- iii. To create or change restrictions or other terms and provisions effecting the additional parcel or parcels being added to the project or affecting the balance of the project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the units to be located within the additional parcel being added to the project.

Section 2. Convertible Area.

(a) Designation of Convertible Areas. The area designated "Office Space" in the Condominium Project is designated as convertible area.

(b) Reservation of Rights to Modify Common Elements and Area Designated Office Space. The Developer reserves the right, in its sole discretion, subject only to the approval of the Ocala Township Board, to modify the size and/or location of the general common elements for such purposes as are consistent with the Developer's plans for expansion. In conformance with the Developer's plans for expansion, any and all such rights shall expire six years after the recording of the Master Deed unless the Developer has exercised its right to either expand or convert those portions of the project for which such right of expansion or convertibility is reserved herein.

(c) Compatibility of Improvements. All improvements constructed within the convertible area described above shall be reasonably compatible with the structures and/or improvements on other portions of the condominium project.

(d) Amendment of Master Deed. Modifications of common elements within this condominium project shall be given effect by appropriate amendments to the Master Deed in the manner provided by law.

Section 3. Contractable Area. Anything to the contrary stated in any other section of this Master Deed notwithstanding the developer, without consent of any Co-owners, shall for a period of six (6) years after recording of this Master Deed, have the right to convey or dedicate to the Michigan Department of Transportation such portion of the open space adjoining M-59, as designated in Exhibit "B", as is necessary in the Developer's sole determination for the expansion of M-59.

The area is described as follows:

Commencing at the West 1/4 corner of Section 30, T3N, R5E, Oceola Township, Livingston County, Michigan; thence South 89°30'09" East 1342.57 feet along the East-West 1/4 line of said Section 30, said point being North 89°30'09" West 1333.24 feet along the East-West 1/4 line of Section 30 from the Center of said Section 30; thence North 00°03'55" West 27.64 feet to the Northerly Right-of-Way line of Highway M-59 (Highland Road) and the POINT OF BEGINNING; thence continuing North 00°03'55" West 180.03 feet; thence North 88°49'37" East 1179.56 feet; thence South 00°12'02" East 180.05 feet; thence South 88°49'37" West 1178.73 feet along the Northerly Right-of-Way of said Highway M-59 (Highland Road) to the Point of Beginning.

(* = degrees)

ARTICLE VIII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of all of the Co-owners and the approval of the Oceola Township Board except as hereinafter set forth:

Section 1. Modification Of Units Or Common Elements. No Unit dimension may be modified without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner or mortgagee of any Unit to which the same are appurtenant.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-third (66-2/3%) percent of all mortgages of record, allowing one (1) vote for each mortgage held.

Section 3. By Developer. Prior to one (1) year after expiration of the Construction and Sales Period described in Article III, Section 12 above, the Developer may, without the consent

of any Co-owner or any other person excepting for the Oceola Township's approval, 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 to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any Co-owners or mortgagees in the Condominium, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or of the State of Michigan.

Section 4. Change In Percentage of Value. The value of the vote of any Co-owner and 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 not shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws.

Section 5. Termination, Vacation, Revocation And Abandonment - The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of the Developer (during the Construction and Sales Period) together with eighty (80%) percent of the non-Developer Co-owners and as otherwise allowed by law.

Section 6. Developer Approval. Article VI and this Article VII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of construction of residential units on the Condominium Premises. During the time period referenced in the preceding sentence, no other portion of this Master Deed, nor the Bylaws attached hereto as Exhibit "A", nor the Subdivision Plan attached hereto as Exhibit "B" may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefited thereby. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by the 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 Livingston County Register of Deeds.

Section 7. Amendments For Secondary Market Purposes. The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, The Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures

mortgages. The foregoing amendments may be made without the consent of the Co-owners or mortgagees.

Section 8. Township Approval Notwithstanding any provision of the Condominium Documents to the contrary, no amendments shall be made to the Master Deed, Bylaws (Exhibit "A" to the Master Deed) and/or Condominium Subdivision Plan (Exhibit "B" to the Master Deed) without the prior approval of the Oceola Township Board.

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ARTICLE VIII

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

WITNESSES:

DEVELOPER:

M-59 INC.
a Michigan Corporation

Gregory Oliver Drais

By: _____
James D. Boldrey
Its President

Scheuner

By: _____ Howard
Donalynn Scheuner
Its Secretary/Treasurer

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

On this _____ day of _____, 1995, before me appeared James D. Boldrey and Donalynn Scheuner, to me personally known, who being by me sworn, did each for himself/herself say that they are respectively the President and Secretary/Treasurer of M-59, Inc., the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and James D. Boldrey and Donalynn Scheuner acknowledged said instrument to be the free act and deed of said corporation.

Nancy A. Bogardus
Notary Public
_____ County, Michigan
My commission expires: ____

The Master Deed of Hickory Hills Condominium was approved by the Oceola Township Board on _____, 1994

WITNESSES:

TOWNSHIP OF OCEOLA
a Michigan Municipal Corporation

John D. Steal

By: _____
Joseph L. Richards
Its Supervisor

Evelyn M. Cornell

By: _____
Nancy Salmon
Its Clerk

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

On this ____ day of _____, 1995, before me appeared Joseph L. Richards and Nancy Salmon, to me personally known, who being by me sworn, did each for himself/herself say that they are respectively the Supervisor and Clerk of Oceola Township, and that said instrument was signed and sealed in behalf of Oceola Township by authority of its board of directors; and Joseph L. Richards and Nancy Salmon acknowledged said instrument to be the free act and deed of Oceola Township.

Evelyn M. Cornell
Notary Public
Livingston County, Michigan
My commission expires: ____

Darling Building Company, the owner of land to be described as Units 14, 15, 16, and 17, does hereby consent to the dedication of its property as a part of the Condominium Project subject to the terms of this Master Deed.

WITNESS:

DARLING BUILDING COMPANY, a
Michigan Corporation

Carolyn J. Sass

By: _____
Thomas Darling
Its President

Arthur Heikkinen

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

On this ____ day of _____, 1995, before me appeared Thomas Darling, to me personally known, who being by me sworn, did say that he is the President of Darling Building Company, the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and Thomas Darling acknowledged said instrument to be the free act and deed of said corporation.

Carolyn J. Sass
Notary Public
Livingston County, Michigan
My commission expires: ____

The First National Bank does consent to the dedication of the described property for a condominium subdivision to be known as Hickory Hills Condominium.

WITNESSES:

FIRST NATIONAL BANK, a
Michigan Banking Corporation

Richard A. Heikkinen

By: _____
Dennis P. Gehringer
Its Vice President

Nancy A. Bogardus

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

On this _____ day of _____, 1995, before me appeared Dennis P. Gehringer, to me personally known, who being by me sworn, did say that he is the Vice-President of First National Bank in Howell, the Banking corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and Dennis P. Gehringer acknowledged said instrument to be the free act and deed of said corporation.

Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My Commission Expires: ____

Master Deed Drafted by:
When Recorded Return To:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell, Michigan 48843