MASTER DEED
OF
ARBOR PRESERVE

A RESIDENTIAL CONDOMINIUM
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____

This Master Deed is made and executed this ____ day of _____, 2025, by TOLL NORTHEAST V CORP., a Delaware corporation (hereinafter referred to as "the Developer"), whose address is 26200 Town Center Drive, Suite 200, Novi, MI 48375.

RECITALS:

Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part of this Master Deed), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.).

Upon the recording hereof, Developer establishes Arbor Preserve as a condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Developer, and those successors and assigns, which the Developer expressly designates as such in writing, and any persons acquiring or owning an interest in the condominium premises, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I
TITLE AND NATURE

1.01 Condominium Name and Subdivision Plan. The Condominium shall be known as Arbor Preserve, bearing the Washtenaw County Condominium Subdivision Plan Number indicated above. The engineering and site plans for the Condominium have been approved by Lodi Township. 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, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes only. Each Owner in the Condominium shall have an exclusive right to such Owner's Unit except to the extent of any Common Elements located thereon and shall have an undivided and inseparable rights to share with the other Owners the Common Elements of the Condominium as are designated by the Master Deed.

1.02. Units in the Condominium. The Condominium consists of two separate parcels of real estate as more particularly described in Article II, below. The parcels are identified and known as Arbor Preserve North and Arbor Preserve South ("Parcel(s)"). Units 1 thru 55 and all public utility improvements within Arbor Preserve North servicing such Units are identified on Exhibit B "Must Be Built" and constitute Phase I of the Condominium. In the future, additional Units and improvements may be converted to "Must Be Built" up to a maximum total of One Hundred Seven (107) Units in both Parcels with a maximum of Fifty-five (55) Units in Arbor Preserve North and a maximum of Fifty-two (52) Units in Arbor Preserve South. Notwithstanding anything contained in this Master Deed (including the attached Exhibit "A", Bylaws and Exhibit "B", Subdivision Plan), no structure may be built on any Unit on which a governmentally approved Water Well is not located.

1.03. Amendments for Subsequent Phases. Upon conversion of additional Units to "Must Be Built", the Units shall be identified as subsequent "Phases" by amendment to this Master Deed. All of the Co-owners and mortgagees of Units and persons otherwise interested or that become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to conversion of the Units to be identified by Developer to "Must Be Built" and identification as subsequent "Phases" and any amendment to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Developer or its successors or assigns as agents and attorney for the purpose of executing such amendments and all other documents necessary to effectuate the foregoing. By the execution and delivery of this Master Deed, the General Common Elements, as defined herein, are set over, transferred and conveyed to the Co-Owners whom shall hold undivided and inseparable rights in the Common Elements in proportion to their interests in the Condominium to be managed and administered by the Association.

ARTICLE II
LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed consists of two parcels of land, known as Arbor Preserve North and Arbor Preserve South, located in Lodi Township, Washtenaw County, Michigan, described as follows:

ARBOR PRESERVE NORTH:

DESCRIPTION OF A 60.07 ACRE PARCEL OF LAND LOCATED IN

Being Part of Tax Parcel

ARBOR PRESERVE SOUTH:

DESCRIPTION OF A 46.6 ACRE PARCEL OF LAND LOCATED IN

Being Part of Tax Parcel

Excepting any portion deeded, taken or used for public easements purposes, subject to all easements and restrictions of record and all governmental limitations, including:

1. Laws, ordinances and regulations of applicable governmental authorities;
2. Consent Judgment as defined herein;
3. Sanitary Sewer System Covenant as defined herein;
4. Private Road Maintenance Agreement as defined herein;
5. Easements and restrictions set forth herein;
6. Other easements, restrictions and matters of record.

ARTICLE III
DEFINITIONS

Certain terms are used not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Arbor Preserve Homeowners Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Arbor Preserve, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

3.02 Arbor Preserve North. "Arbor Preserve North" means the parcel of land identified as "Arbor Preserve North" in Article II above, and all Units and other improvements located and to be located thereon.

3.03 Arbor Preserve South. "Arbor Preserve South" means the parcel of land identified as "Arbor Preserve South" in Article II above, and all Units and other improvements located and to be located thereon.

3.04 Architectural Design Guidelines. "Architectural Design Guidelines" means the design guidelines, restrictions and limitations that govern all manner of construction, reconstruction and improvement in the Condominium which are part of the Development Requirements, and may be amended from time to time, but only with the Township's consent, by Developer and its successors or assigns.

3.05 Association. "Association" or "Condominium Association" means the Arbor Preserve Homeowners Association, which is the non-profit corporation organized under

Michigan law, of which all 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.

3.06 Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Owners and required by Section 3(9) 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.

3.07 Common Elements. "Common Elements" where used without modification, means both the General and Limited Common Elements described in Article IV below. Some of the Common Elements are governed by easements or other Development Agreements providing for construction and maintenance of the Common Elements by the Developer. Following completion of the Common Elements, repair, maintenance and operation (and the cost thereof) shall be the responsibility of the Owners and shall be administered by the Association. The Developer reserves the right to dedicate Common Elements to appropriate governmental agencies or utilities. Upon dedication, repair, maintenance and operation of those Common Elements shall be governed by the dedication documents.

3.08 Condominium Documents. "Condominium Documents" means this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as any of the same may be amended from time to time.

3.09 Condominium Premises, Condominium Property or Property. "Condominium Premises", "Condominium Property" or "Property" means the land described in Article II above and all easements, rights and appurtenances belonging to Arbor Preserve as described above.

3.10 Condominium Project, Project or Condominium. "Condominium Project", "Project" or "Condominium" means Arbor Preserve as a condominium established in conformity with the provisions of the Act.

3.11 Condominium Subdivision Plan. "Condominium Subdivision Plan" or "Plan" means Exhibit B hereto.

3.12 Consent Judgment. means the Consent Judgment dated February 13, 2007 ("Original Consent Judgment") as amended by First Amendment to Consent Judgment dated October 30, 2023 ("First Amendment") and as may be amended subsequently.

3.13 Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as Developer owns or has the right to purchase any Unit which it offers for sale in the Condominium Premises.

3.14 Co-Owner or Owner. "Co-Owner" or "Owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof which owns one or more Units in the Condominium. The term "Owner", wherever used, shall be synonymous with the term "Co-Owner." Developer is an Owner so long

as Developer owns one or more Units provided, however, the Developer's rights and obligations under this Master Deed shall be the rights and obligations of the Developer as Developer as limited or expanded in this Master Deed. In the event of the conveyance of a Unit by land contract, the land contract vendee shall be the Owner of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendor; provided that the Developer or an affiliate of the Developer, by the express terms of the land contract, may retain all or part of the rights and obligations of an Owner with respect to any Unit sold under land contract. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-Owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000. "Owner" or "Co-Owner" shall not include a mortgagee of a Unit unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Unit, the interests of all such persons collectively shall be that of one Owner.

3.15 Developer. "Developer" means TOLL NORTHEAST V CORP., a Delaware corporation, whose address is 26200 Town Center Drive, Suite 200, Novi, MI 48375, which has made and executed this Master Deed, and those successors and assigns which the Developer designates as such in writing. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever such terms are used in the Condominium Documents. All development rights reserved to Developer in the Condominium Documents are assignable in writing. Any assignment of the Developer's rights under this Master Deed shall be in writing and may include or exclude specific rights and may be subject to such conditions and limitations as Developer may impose in its sole and absolute discretion. No conveyance, assignment or other document executed by the Developer, including without limit, conveyances of Units by the Developer to individuals or to a "successor developer" pursuant to Section 135 of the Act, shall be an assignment of the Developer's rights under this Master Deed unless the instrument of conveyance expressly so states.

3.16 Development Agreements. "Development Agreements" means the Consent Judgment, and all exhibits attached thereto, and all agreements and easements setting forth the Development Requirements. Development Agreements may exist now or may be entered into by the Developer in the future. All of the Co-owners and mortgagees of Units and persons otherwise interested or that become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to the entry into the Development Agreements. All such interested persons irrevocably appoint the Developer or its successors or assigns as agents and attorney for the purpose of executing such amendments and all other documents necessary to effectuate the Development Requirements.

3.17 Development Requirements. "Development Requirements" mean the requirements and restrictions governing the development of the Condominium. The Development Requirements are set forth in the Consent Judgment, and all exhibits attached thereto, and agreements, easements, statutes, ordinance and regulations required by governmental entities with authority to regulate the development of the Condominium. The Development Requirements, by way of illustration and not limitation, require and regulate and provide for maintenance and operation of the Common Elements, ~~water wells~~Water Wells and

other matters with respect to the Condominium. The Units and all Co-Owners are subject to the Development Requirements and Development Agreements.

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

3.19 Mortgagee. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of this Condominium.

3.20 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 (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

3.21 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.

3.22 Private Road Maintenance Agreement. "Private Road Maintenance Agreement" means that agreement entered into or to be entered into which requires the Developer to install and the Association to maintain the private roads within the Condominium.

3.23 Residence. "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

3.24 Residential Builder or Builder. "Residential Builder" or "Builder" means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980 as amended, and who acquires title to one or more Units in the Condominium for the purpose of constructing a dwelling on the Unit and subsequently reselling the Unit.

3.25 Sanitary Sewer System. "Sanitary Sewer System" means the Arbor Preserve Private Community Wastewater System and includes all components of the sanitary sewer system throughout the Condominium, including any pump stations, lines and easements, whether located within the Common Elements or within individual Units. The Developer intends to convey the Sanitary Sewer System to the Sewer Agency and then ultimately to the Association. Until conveyance, the Sanitary Sewer System is not a Common Improvement.

3.26 Sanitary Sewer System Covenant. "Sanitary Sewer System Covenant" means the Restrictive Covenant Arbor Preserve Sewerage System dated _____, 2025, and recorded_____, 2025, in Liber_____, Page _____, in the Office of the Register of Deeds for Washtenaw County, entered into by the Developer and the Sewer Agency.

3.27 Sewer Agency. "Sewer Agency" means Arbor Preserve Wastewater Treatment Authority LLC, a Michigan limited liability company, or its successors and assigns, which is the entity that owns and is responsible for the Sanitary Sewer System and which will be transferred to the Association.

3.28 Storm Sewer Easement. "Storm Sewer Easement" means the perpetual and permanent easement requiring the Developer to install and the Association to maintain the storm sewer system located within the Condominium.

3.29 Township. "Township" means Lodi Township, a Michigan municipal corporation.

3.30 Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association take office pursuant to an election in which the votes which may be cast by eligible Owners unaffiliated with the Developer exceed the votes which may be cast by Developer.

3.31 Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in Arbor Preserve as such space may be described in Article VI hereof and on Exhibit B hereto and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

3.32 Water Wells. "Water Wells" or "Wells" means the well to be installed in each Unit of the Condominium only in accordance with all applicable statutes, ordinances and regulations to provide water to such Unit as a condition to constructing any house on such Unit.

~~3.32~~3.33 WCWRC. "WCWRC" means the Washtenaw County Water Resources Commissioner.

ARTICLE IV
COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS

The Common Elements of the Condominium as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

4.01 General Common Elements. The General Common Elements are:

4.01.1 Land. The land described in Article II above, other than that portion identified as Condominium Units, including riparian or littoral rights, if any, attributable to such land.

~~4.01.1~~4.01.2 Condominium Improvements. The entranceway signs, landscaping, lighting and related improvements; roads within the Condominium including curbs, lighting, if any, and related improvements; the storm sewer system including swales, detention and retention basins, culverts, inlet and outlets and related improvements; the sanitary sewer system (following transfer to the

Association as provided in Section 4.03.3) which includes the Arbor Preserve Private Community Wastewater System and all components of the sanitary sewer system throughout the Condominium, including pump stations, lines and easements; open spaces within the Condominium which are required by the Development Agreements or which are set forth on the Subdivision Plan; pathways within the Condominium which are required by the Development Agreements or which are set forth on the Subdivision Plan; mailbox banks; retaining walls; benches; picnic tables; bollards; fences; signs such as street, directional and wetlands conservations designations; trellis, or similar improvements required by the Development Agreements or which are set forth on the Subdivision Plan. Repair, maintenance and operation (and the cost thereof) of the Common Elements shall be the responsibility of the Owners and shall be administered by the Association.

~~4.01.2~~4.01.3 Electrical and Gas. Subject to dedication to appropriate utilities, the electrical transmission system throughout the Condominium up to the point of lateral connection for Unit service, but not including the electric meters for each residential dwelling now or hereafter constructed within the perimeter of a Unit.

~~4.01.3~~4.01.4 Telephone, Cable TV, Internet and Telecommunications System. Subject to dedication to appropriate utilities, the telephone, Cable TV, Internet or telecommunications equipment and system throughout the Condominium up to the point of lateral connection for service to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

~~4.01.4~~4.01.5 Irrigation. The irrigation system for the Common Elements.

~~4.01.5~~4.01.6 Other. Such other elements of the Condominium not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.

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 a local public authority, municipality or a utility company or other private 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 and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest~~. Developer makes no warranty whatsoever with respect to the nature or extent of such interest~~, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sewer, telephone, electric and natural gas mains (but not cable television transmission lines) are installed within reasonable proximity to the Units. Each Owner is entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

4.02 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owners of the Units to which the Limited Common Elements

are appurtenant. The Limited Common Elements include: (i) all utilities servicing a Unit up to the point of lateral connection with a General Common element and (ii) the ~~well~~Water Well that services a Unit shall be a Limited Common Element limited in use to the Unit served by the ~~well~~Water Well. No additional Limited Common elements have been designated as such in this Master Deed because there are no additional Limited Common Elements in the Condominium Project. If any additional Limited Common Elements are included in the Condominium Project at any time hereafter, they shall be shown on amendments to the Site Plan and this Master Deed. Although, in general, the Common Elements located exclusively in either Arbor Preserve North or Arbor Preserve South are General Common Elements, the Developer or the Association, in the future, may determine that some Common Elements located or to be located in either Arbor Preserve North or Arbor Preserve South benefit either Parcel exclusively, and in such event those Common Elements shall be Limited Common Elements for the benefit of and improved, repaired, maintained and operated at the exclusive cost of the Co-Owners owning Units within such Parcel.

4.03 Responsibilities. The respective responsibilities for the maintenance, reconstruction, repair and replacement of the Condominium, and the Sanitary Sewer System are as follows:

4.03.1 Owner Responsibilities. The responsibility for, and the costs of insurance, maintenance, decoration, repair and replacement of any and all structures and improvements, including lawn, landscaping, driveways and walkways, located within or upon a Unit and any appurtenant Limited Common Elements, and the cost of utilities serving the Owner's Unit shall be borne by the Owner of the Unit. Each Owner shall be responsible for maintaining the driveway, lawn and landscaping between the Owner's Unit and the edge of the street pavement, and the surface of all easement areas on such Owner's Unit, except as otherwise provided in the Master Deed and Bylaws. Notwithstanding the foregoing, the Association may elect to provide lawn cutting, fertilizing, bed maintenance and tree and shrub trimming to each Unit and charge the cost of the same to each of the Owners as maintenance costs of the Condominium. Additionally, the Association may elect to provide snow plowing services to each Unit and charge the cost of the same to all of the Owners as maintenance costs of the Condominium. The cost of repair of damage to any Common Element caused by an Owner, family member of invitee of an Owner, shall be assessed against the Owner. All costs of water, sewer, electricity, natural gas, cable television, internet, telephone and any other utility services shall be borne by the Owner of the Unit to which such services are furnished. All utility and sanitary laterals and leads shall be maintained, repaired and replaced at the expense of the Owner whose Unit they service, except to the extent that such expenses are borne by a utility company, public authority, or governmental entity, and the Association shall have no responsibility therefor. The Co-Owners may not interfere with, improve, excavate, fill or perform other work which would in any way alter any portion of the General Common Elements. The Co-Owners must comply with all Development Requirements, this Master Deed, the Bylaws and rules and regulations adopted by the Association. Without limitation, no rubbish, debris,

trash, chemicals, fertilizers, petroleum distillates, or other substances of any kind shall be placed on or in the Common Elements.

4.03.2 Association Responsibilities for General Common Elements. The Association shall be responsible for insurance, maintenance, repair and replacement of the General Common Elements and the expense thereof shall be assessed to the Owners as set forth in Article 2 of the Bylaws. The cost of insurance, maintenance, repair and replacement of all General Common Elements shall be borne by the Association subject to any provisions of the Master Deed or Bylaws expressly to the contrary and assessed to the Owners as set forth in the Bylaws. In those instances where a General Common Element is to be dedicated to a utility or appropriate governmental entity, the Association shall be responsible for the maintenance, replacement, operation and repair of the General Common Element, until and unless the maintenance, replacement, operation and repair have been assumed by a utility or appropriate governmental entity. The General Common Elements must be maintained by the Association even though they may exist within public easements or be located within a Unit, such as improvements included in the Storm Sewer System which are not maintained by a governmental entity, and which may be located in the rear or other yards of Units. The Association shall establish annual inspections and maintenance programs for General Common Elements and in accordance with and as required by any Development Agreements, this Master Deed and the Bylaws for the Condominium, all rules and regulations for the Condominium, and all applicable federal, state and local statutes, laws, ordinances and regulations unless and until maintenance is accepted by the appropriate utilities or governmental entity. Open space areas, wetlands and pathways are included in the General Common Elements and must be maintained, repaired and operated by the Association.

4.032.1 Security. The obligation of the Association to maintain Common Elements does not include the obligation to provide security and neither the Developer nor the Association guarantees, implies or warrants security in or around the Condominium including the Common Elements. Gates or fences installed in or around the Condominium are not for security purposes and should not be relied upon to protect from loss or harm. Entry gates of the Condominium, if any, may be kept open and upright at any time and there is no obligation to man or monitor the Condominium Entranceway. All Co-Co-owners, by virtue of their acceptance of title to their respective units shall be deemed to acknowledge and agree that berms and other landscaping features, to the extent provided, are intended for aesthetic purposes only. Residents are urged to use common sense and to be diligent for any potential security risks. Neither the Association nor the Developer shall (i) in any way be considered guarantors of security within the Condominium; (ii) have any obligation to affirmatively take any action in order to maintain the Condominium as a safe, secure residential environment; and (iii) be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Co-owners, tenants, guests and invitees of any Co-owner,

as applicable, acknowledge that (i) the Association, its board, the Developer and committees established by any of the foregoing entities, are not guarantors; (ii) each Co-owner, tenant, guest and invitee assumes all risk of loss or damage to persons, units and to the contents of units; and (iii) the Association, the Board of Directors, the Developer and committees established by any of the foregoing entities have made no representations or warranties, nor has any Co-owner, tenant, guest or invitee relied upon any representations or warranties express or implied, including any warranty of merchantability or fitness for any particular purpose relative to any security measures recommended or undertaken.

4.03.3 Sanitary Sewer System. Each Co-owner is responsible for payment of all appropriate charges or fees made by the Sewer Agency for the use of the Sanitary Sewer System and payment of appropriate charges or assessments to be made into the perpetual escrow fund, as required by the Sanitary Sewer System Covenant. Each Co-owner shall be responsible for all fees and assessments levied by the Sewer Agency and the costs of maintenance, repair and replacement of sewer leads to each respective Unit and for any sanitary sewage pumping or treatment facility appurtenant to each Unit. Each Co-owner acknowledges, by its purchase of a Unit in the Condominium, as provided in the Sanitary Sewer System Covenant and required by EGLE, that the Sewer Agency has the authority to assess a use fee to each Co-owner of each Unit and to develop the reserve accounts to build up an escrow fund to be used exclusively for maintenance, repair and replacement of the Sanitary Sewer System. Each Co-owner grants the Sewer Agency the right and authority to disconnect sewer service to a Unit in the event of a delinquency in the payment for such usage fee and to record a lien for such delinquency against the interest of the Co-owner of said Unit with the Washtenaw County Register of Deeds that will be junior in security only to real property taxes and any prior first mortgage of record. The Agency shall have the same right to foreclose said liens as are granted to first mortgagees by the statutes of the State of Michigan whether judicially or by advertisement. It is contemplated that the rights, obligations, requirements and responsibilities of the Sewer Agency, and all other matters related to operation and maintenance of the Sanitary Sewer System, as well as the ownership of improvements constituting the Sanitary Sewer System, will transfer to the Association or the Association shall become the sole owner of the Sewer Agency by transfer of membership interests or otherwise. Upon such event, the Association shall bear all responsibilities for operating the Sanitary Sewer System and each Co-owner's obligation hereunder shall be owed to the Association going forward. The transfer of the ownership of the Sewer Agency to the Association, or transfer of improvements and other assets constituting the Sanitary Sewer System, but not including laterals that serve an individual Unit which are a Co-owner's responsibility, shall be transferred to the Association by way of a quit claim conveyance and shall be transferred in their then "as-is" and "where-is" condition.

The Developer and each Co-owner and the Association, hereby irrevocably consent under any circumstances to the establishment of a special assessment district pursuant to Act 188 of the Michigan Public Acts of 1954 ("Act 188") within the Condominium that will authorize the to impose assessments on all Units within the Condominium ("Special Assessments") sufficient to meet the operating, maintenance and capital needs of the Sanitary Sewer System together

with such reserves as required by EGLE ("Sanitary Sewer System Costs and Reserves"), such circumstances including, but not limited to, in the event that (a) any appropriate public entity or agency takes over ownership and operation of the Sanitary Sewer System, (of which each Co-Owner and the Association hereby irrevocably consent); or (b) the Association or the Co-owner (prior to the Turnover Date) fails to impose or collect user charges or assessments sufficient to meet the normal operating, maintenance and capital needs of the Sanitary Sewer System or fail to maintain the reserves required by EGLE and a special assessment district consisting of all Units in the Condominium ("District").

4.03.4 Water Wells. The ~~water wells of the~~Water Wells of each Unit in the Condominium are subject to the restrictions set forth in this Section 4.03.4. ~~After the conveyance of any Unit to a Co-owner, the Developer shall not have any responsibility for compliance with the restrictions set forth in this Section 4.03.4. After the conveyance of any Unit to a Co-owner, the Co-owner shall be responsible for compliance with the restrictions set forth in this Section 4.03.4.~~This Section 4.03.4 may not be amended, modified or rescinded without the prior written consent of the Washtenaw County Health Department ("WCHD").

(a) All ~~wells~~Water Wells must be owned and maintained by individual Co-Owners and the conveyance of any Unit to a Co-Owner shall be deemed to include the conveyance of the ~~well~~Water Well to the individual Co-Owner

(b) All ~~wells~~Water Wells in the Condominium shall have a minimum yield of ten (10) gallons per minute (gpm) ~~and shall be~~ .

(c) All Water Wells must be grouted with bentonite or neat cement to the top of the screen.

(d) Any Water Well installed within the Condominium must be tested for established safe levels for nitrates, arsenic, and coliform bacteria when the ~~well~~Water Well is installed ~~by the Developer~~. Any ~~wells~~Water Well installed after the conveyance of a Unit to a Co-Owner must be tested by or on behalf of the Co-Owner on installation.

~~(e) All wells must be drilled into a protected aquifer. The clay barrier shall be no less than 10 feet in thickness. Wells drilled into a protected aquifer must be located a minimum of 50 feet from any pressure sanitary or storm sewer, lift stations, sewage grinder boxes, and septic tanks. If a well cannot be drilled into a protected aquifer, both of the following shall apply: (i) the well must provide a minimum of 50 feet submergence. Submergence is measured as the distance from the static water level to the bottom of the casing or top of the screen in an unconfined aquifer, and (ii) the well must be located a~~

~~minimum of 75 feet from all pressure sanitary or storm sewer, lift stations, sewage grinder boxes, and septic tanks.~~

(e) All Water Wells must be drilled into a protected aquifer. The clay barrier shall be no less than 10 feet in thickness. If a Water Well cannot be drilled into a protected aquifer, a minimum of 50 feet submergence must be provided. Submergence is measured as the distance from the static water level to the bottom of the casing or top-of-screen in an unconfined aquifer.

(f) The Condominium is located in a "well first" area. Prior to obtaining a building permit, the Co-owner (or Developer if the Developer is carrying out construction) must first obtain a well permit from the WCHD. Once the Water Well is drilled, a well record demonstrating proper construction and adequate yield must be submitted to WCHD for review.

(~~d~~g) Chemical analysis of water from test wells ~~for the Condominium~~in Arbor Preserve North determined a total hardness concentration range of ~~*xxx-yyy* ppm~~319 to 614 mg/L as calcium carbonate. Chemical analysis of water from test wells in Arbor Preserve South determined a total hardness concentration range of 285 to 589 mg/L as calcium carbonate. The maximum recommended standard is 250 ~~ppm~~mg/L. Hardness may cause scaling, plumbing problems, and increase usage of soap and detergent. Softening of the water may result in high sodium concentrations, which should be considered by ~~persons~~people on sodium restricted diets. ~~If a water softener is required backwash must discharge to the storm sewer system.~~

(h) Water quality sampling from test wells for the Condominium have confirmed that arsenic concentrations within the Condominium may exist above the established US EPA drinking water standard of 0.010 milligrams per liter (mg/L). Specifically, arsenic levels in test wells on the Arbor Preserve North ranged from 0.003 to 0.011 mg/L. Arsenic levels in test wells on the Arbor Preserve South ranged from less than 0.002 Mg/L to 0.012 mg/L. If in connection with an application for a Certificate of Approval for any Water Well, arsenic concentrations in untreated water exceed 0.010 mg/L, an NSF-certified point-of-use (POU) treatment device must be installed to reduce exposure to arsenic in drinking water. No Certificate of Approval for the Water Well will be issued until the treatment device has been shown to reduce arsenic levels to the safe drinking water standard of 0.010 mg/L or less. If arsenic concentrations exceed 0.050 mg/L, a Certificate of Approval may not be issued and a replacement Water Well may be required. Additionally, where the untreated arsenic level exceeds the drinking water standard .010 mg/L, the Co-owner of the Unit must complete an Affidavit of Notification stipulating that the Co-owner is

responsible for regular maintenance, per the manufacturer requirements, of their arsenic treatment device to maintain safe drinking water. The Affidavit of Notification also requires owners to notify potential buyers of any Co-owner that a treatment device is utilized to reduce the arsenic to a safe level and to maintain safe drinking water conditions prior to a transfer or conveyance of any Unit.

(~~e~~i) Chemical analysis of water from test wells for ~~the Condominium~~Arbor Preserve North determined ~~an~~ iron ~~concentration range of *xxx yyy* ppm. The maximum~~concentrations ranging from 0.57 to 3.76 mg/L. Chemical analysis of water from test wells for Arbor Preserve South determined iron concentrations ranging from 0.21 to 4.14 mg/L. The recommended secondary standard ~~for iron~~ is 0.3 ~~ppm.~~ mg/L. The presence of iron in water is considered objectionable because it ~~can impart orange brown~~imparts a brownish color to laundered goods and affects the taste of beverages such as tea and coffee. ~~It may be necessary for the Co-Owner to install iron removal equipment to reduce the concentrations to an acceptable level.~~Prospective owners are to be informed that softening or other iron removal systems may be necessary or desirable for aesthetically agreeable well water. A health-based iron drinking water level has been set at 2.0 mg/L for people afflicted with an inherited condition known as hemochromatosis. People who have been diagnosed with hemochromatosis and use a water supply containing iron greater than 2.0 mg/L should consult their physician regarding the long-term use of their water supply. If a water softener is required backwash must discharge to the storm sewer system.

(j) Each Co-owner must provide access to any Water Well for routine maintenance and repairs. To ensure a well drilling rig can access the Unit to conduct maintenance and repairs, a clear path to the well at least 10 to 15 feet wide must be maintained. The path must be clear of obstructions, including trees, structures, and overhead lines.

(~~f~~k)~~All~~The Developer has or will properly abandon all test or observation wells ~~used in the preparation of the hydrogeological study for the Condominium are or shall be converted to wells for use by the Co-owner of the Unit where such test wells are located. In the event additional test or observation wells are drilled after the date of this Master Deed, and they are not to be used as a potable water supply, then they must be properly abandoned~~installed at the Condominium by the Developer in accordance with Part 127, Act 368 of the Groundwater Quality Control Act. Written certification ~~of~~as to the abandonment of these wells by a licensed well driller ~~must~~has been or

will be submitted to ~~this office prior to issuing any well permits in this development~~the WCHD.

(~~g~~l) Water Wells shall be located in the location indicated on the site plan as submitted by Atwell (revision date of August 8, 2025) and approved by WCHD on September 16, 2025. Any changes in the locations of ~~the wells~~any Water Well, flooding of ~~the units~~any Unit, encroachment of any required isolation distances, or new information regarding the suitability of the Co-Owner's Unit may necessitate further investigation or disapproval of the site in which event the Co-Owner will cooperate with the ~~Washtenaw County Resources Division~~WCHD and take all corrective action at the Co-Owner's sole cost.

~~(h) Wells shall be located at least 10 feet from property boundaries in the areas as indicated on the plans submitted by *Atwell (revision date of _____, 2025) and stamped by the Washtenaw County Health Department on _____, 2025.*~~

(m) Upon conveyance of any Unit to a Co-Owner, the Co-owner shall thereafter be responsible for compliance with any laws, rules or regulations pertaining to the Water Well located on such Unit including, without limit, performing any required testing, complying with applicable water quality standards and maintaining any water quality equipment. Additionally, upon such conveyance, the Developer is released from any obligation for testing or compliance with applicable water quality standards and the maintenance of any water quality equipment.

4.03.5 Governmental Right to Cure Deficiencies. If the Association or its contractors or agents fail to maintain the General Common Elements, or fails to fulfill any other maintenance, repair or replacement obligation required by the Master Deed, the Bylaws, Development Requirements, the Development Agreements or applicable laws, then, in addition to all other remedies available under applicable law, the Township, the Road Commission for Washtenaw County, the Office of the Washtenaw County Water Resources Commissioner, the State of Michigan and each of their respective contractors and agents, may, at their option, serve written notice upon the Association setting forth the manner in in which the General Common Elements have not been maintained in compliance with any of the conditions set forth in the Development Requirements or otherwise in reasonable condition and order. If the deficiencies set forth in the original notice or in the modification thereof, are not cured within the time provided for in the notice, the governmental agency issuing the notice, in order to eliminate and cure the deficiencies in the operation and maintenance of the General Common Elements, may enter upon the Condominium Property and maintain the same for a period of time until the Association demonstrates to the satisfaction of the governmental agency issuing the notice that the Association is ready and able to maintain such areas on an ongoing basis. In that event, the

Association shall reimburse the Township, the County and/or their contractors all costs incurred in performing the necessary maintenance, plus an administrative fee of 15%. In the event of default of such payment, the Township shall be entitled to undertake whatever collection proceedings are available to it by law, including, at its option, assessment of the costs therefor against the Owners of the Units in the Condominium, to be collected as a special assessment on the next annual tax roll of the Township, with a pro rata share of such costs placed on the Township's tax rolls for each Unit. The Township, at its option, shall be subrogated to any rights the Association may have in this Master Deed for the imposition of assessments and the collection thereof in relation to the Common Elements.

Should any deficiencies in the maintenance and/or operation of the General Common Elements be determined by the Township ~~or~~, Washtenaw County or the State of Michigan to constitute an impending danger to health, safety and welfare of the public, or a public or private nuisance, the Township shall have the right to take immediate corrective action and summarily abate such danger or nuisance.

This Article IV, Sub-Section 4.03.5, shall not be amended in any way without the prior written consent of the Township.

4.04 Developer Responsibilities for Maintenance. Except as otherwise required for initial completion of the Common Elements, as set forth in the Development Agreements, the Developer shall have no responsibility or liability for construction or maintenance obligations arising after the Transitional Control Date or, if sooner, the date provided in any Development Agreement or the date such obligations are assumed by the Association. In all events, the Association shall be solely responsible for maintenance obligations in the Condominium arising after the Transitional Control Date.

ARTICLE V
USE OF PREMISES

5.01 Use of Common Elements and Units. The use of the Units is limited to residential use in accordance with and subject to the terms of the Development Requirements and exhibits, this Master Deed and exhibits, the ordinances of the Township and the requirements of other applicable governmental authorities. The use and maintenance of each Unit is subject to the easements which are shown on the Subdivision Plan, the Conservation Easement, the Storm Sewer Easement, all easements pertaining to the Sanitary Sewer System , the easements provided for in the Development Requirements, easements for utilities, easements provided for in Article VII of this Master Deed, and easements which are recorded against the Condominium in the Washtenaw County Register of Deeds. No Owner shall use the Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his or her Unit or any the Common Element or in any manner which violate or be inconsistent with any easement encumbering the Unit. No alteration or modification may be made to any

Unit or the Common Elements without the prior written approval of an architectural control committee, if one is established, and Developer as set forth in Article 6 of the Bylaws.

ARTICLE VI
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

6.01 Description of Units. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit, are set forth in the Condominium Subdivision Plan. Units 1-55 and all roads within the Condominium and public utility improvements servicing such Units, "Must be Built" and constitute Phase I of the Condominium. Additional Units and improvements may be designated by the Developer as "Must Be Built" by amendment to this Master Deed, in phases up to a maximum total of One Hundred Seven (107) Units. Each Unit in the Condominium is described with reference to the Condominium Subdivision Plan surveyed by Atwell, LLC~~, *dated xxxxxx*~~. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan and as delineated with heavy black lines and shall not extend beyond such boundaries. Each Unit shall consist of the land and area contained within the Unit boundaries as shown on attached Exhibit B and delineated with heavy black lines. Any structure, improvements or driveways constructed on any Unit shall be built in accordance with the requirements of the Development Requirements, this Master Deed and exhibits, and in accordance with the requirements of applicable governmental authorities including the Township.

6.02 Percentage of Value. ~~The~~Each Unit's percentage of value ~~assigned to each Unit~~ shall be equal ~~to~~and shall be the number obtained by dividing 100 by the number of Units in the Condominium ~~by 100~~. The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all of the Units of the Condominium is one hundred percent (100%).

ARTICLE VII
EASEMENTS, RESERVATIONS AND AGREEMENTS

7.01 General Common Elements; Easements. Each Owner shall have a non-exclusive permanent and perpetual easement over and upon the General Common Elements for the intended use and enjoyment thereof in common with all other Owners, their agents, invitees and guests, subject to the restrictions and limitations of the Development Requirements, the Development Agreements, this Master Deed and as may be regulated by the Association. With respect to the use of the Common Elements and the Condominium generally, all Persons are referred to Article 6 of the Bylaws, which shall at all times apply thereto. Without limiting the generality of the foregoing, the use and enjoyment of the Common Elements are hereby made specifically subject to the following:

7.01.1 The right and duty of the Association to levy assessments against each Unit for the purpose of maintaining the Common Elements and any facilities located thereon in compliance with the provisions of this Master Deed and the Exhibits hereto.

7.01.2 The right of Developer and the Association, acting separately or together, to have, grant and use general and specific easements over, under and through the Common Elements.

7.01.3 The right and power of Developer and the Association, acting separately or together in conjunction with the Township, to establish a special assessment district, which shall run with the land and be binding upon all persons acquiring an interest in the Condominium, to pay for the costs of constructing, maintaining, repairing and replacing one or more of the Common Elements. The Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of public roads within or adjacent to the Condominium, upon approval by affirmative vote of not less than 51% of the Co-Owners that own units within the special assessment district.

7.02 Drainage. The Condominium is subject to the Storm Sewer Easement, which Storm Sewer Easement shall generally provide, and each Co-Owner and the Condominium are subject to the following terms and conditions:

7.02.1 The Storm Sewer Easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connections with any type of drainage facilities or storm drains, in any size, form, share or capacity and imposing the obligation to maintain the Storm Sewer System on the Owners and the Association.

7.02.2 The WCWRC shall have the right to sell, assign, transfer or convey the Storm Sewer Easement to any other governmental unit for the purposes identified in subsection 7.02.1 above.

7.02.3. No Co-Owner in the Condominium shall build or convey to others any permanent structures on the Storm Sewer Easement.

7.02.4. No Co-Owner in the Condominium shall build or place on the area covered by the Storm Sewer Easement any type of structure, fixture or object, or engage in any activity to take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the Storm Sewer Easement.

7.02.5. Any governing entity with jurisdiction or authority over the Storme Sewer Easement and their agents, contractors and designated representative shall have right of

entry on the Condominium to gain access to the areas and improvements included within the Storm Sewer Easement.

7.02.6 The Association and all Co-Owners in the Condominium release the WCWRC and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise rising from or incident to the exercise by the WCWRC of its rights under the Storm Sewer Easement, and all Co-Owners covenant not to sue the WCWRC for such damages.

The rights granted under this Section 7.02 may not, however, be amended without the express written consent of the WCWRC. Any purported amendment or modification of the rights granted there under shall be void and without legal effect unless agreed to in writing by the grantee, its success or assigns.

7.03 Sanitary Sewer System Easements. The Condominium and each Unit is subject to the Sanitary Sewer System Covenant, and the covenants and easements set forth therein. Without limitation, Sanitary Sewer System Covenant establishes easements that shall run in duration as provided therein, for access to the Sanitary Sewer System as necessary to allow the operator of the Sanitary Sewer System to maintain and operate the Sanitary Sewer System. By the grant herein, the Developer, the Association, the Sewer Agency, EGLE and any operators shall have such easements as may be necessary over the premises in Condominium, including all Units, to fulfill any responsibilities of maintenance, repair, or replacement that are required or permitted to be performed in such documents.

7.04 Easements for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction 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 and improvements for the continuing maintenance and repair of all utilities in the Condominium. This Section 7.04 shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, a Unit, without the consent of the Owner of the Unit to be burdened by the encroachment or easement. Developer hereby reserves and declares permanent and perpetual non-exclusive easements to appropriate government authorities or companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through all roads within the Condominium, sidewalks, walkways and the other General Common Elements and the Limited Common Elements identified in Article 4 in the Condominium for the operation, access, maintenance, repair and replacement of the ~~water supply system,~~ sanitary sewer system, Storm Sewer System, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all water, gas, electric and sanitary sewer lines and Storm Sewer System, all of which easements shall be for the benefit of the Project. These easements shall run with land in perpetuity. Developer has no financial obligation to support such easements or facilities within them.

7.05 Utility Easements. Easements for private and public utilities including ~~water mains,~~the Storm Sewer System, Sanitary Sewer System, natural gas, electricity and telecommunication service are reserved and established across the Condominium as set forth on Exhibit B, as recorded against the Condominium in the Washtenaw County Register of Deeds, as otherwise set forth in this Master Deed, and as the same may be granted by the Developer to appropriate governmental entities or utilities whether in connection with the dedication of Common Elements or otherwise. Developer hereby declares permanent and perpetual non-exclusive easements to Washtenaw County and all other governmental authorities or companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through all roads within the Condominium and the other Common Elements for the operation, maintenance, repair and replacement of the ~~water supply system,~~ Sanitary Sewer System, Storm Sewer System, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, as required to service the Condominium. These easements shall run with land in perpetuity. Developer has no financial obligation to support such easements. Developer has or may enter into separate easement and other agreements with the Township, other governmental authorities or utility companies for sewer, water and utility purposes, including but not limited to those provided for in the Development Requirements, the terms of which are incorporated herein by reference.

7.06 Association Easements. 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 Condominium for access to the Units, the Common Elements, utilities, and the exterior of each of the dwellings built in the Condominium to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Owner is solely responsible for maintenance of the exterior of all structures and improvements within an Owner's Unit as set forth in Article IV above. In the absence of performance by the Owner involved of its maintenance obligations, the Association may undertake the maintenance of a Unit or the exterior of structures and improvements. If such work is performed upon a Unit by the Association, the Owner of the Unit shall reimburse the Association for all costs incurred by the Association within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of a structure or other improvements on any Unit. 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 for access to and maintenance of those Common Elements for which the Association may from time to time be responsible.

7.07 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 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 Developer so long as the Construction and

Sales Period has not expired upon review and approval of any other necessary governmental agency, if so required.

7.08 Easements for Maintenance, Repair and Replacement of Utilities. Developer, the Association, and all public or private utilities shall have such easements as may be necessary over the Condominium, including all Units and 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 limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to ~~water meters, sprinkler controls and valves and other Common Elements~~install, repair and maintain any improvements located within any ~~dwelling on any Unit or any~~Unit which service any General Common Element or appurtenant Limited Common ~~Elements~~Element.

7.09 Road and Utility Easements; Emergency Access. Easements are established for the benefit of the Condominium, the Developer, the Association, all Unit Owners, and applicable governmental authorities to perform the activities provided for in the Road Maintenance Agreement, and for general roadway purposes over, across and within the roads within the Condominium. Developer reserves the right at any time during the Construction and Sales Period to grant easements for private or public utilities, highway or other purposes, over, under and across the Condominium and other parcels adjacent to the Condominium, to facilitate development of the Condominium and adjacent properties, to appropriate governmental agencies, persons or public or private utility companies, and to dedicate easements for or transfer title to utilities to state, county or local governments, and, if so required, upon the review and approval of any necessary governmental agency. Developer also reserves the right to amend, expand or contract such easement areas. Any such easement or title may be conveyed by Developer without the consent of any Owner, Mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records. All Owners and mortgagees of Units and other persons interested in the Condominium from time to time are deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to effect the foregoing easements or transfer of title. After certificates of occupancy are issued for dwellings in 100% of the Units that may be created in the Condominium, the foregoing rights and powers may be exercised by the Association.

7.10 Emergency Access. There shall exist for the benefit of the Township, the County of Washtenaw and any emergency service agency, an easement over all roads within the Condominium 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, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium and Owners thereof. This grant of easement shall not be construed as a dedication of any streets, roads within the Condominium, or driveways to the public.

7.11 Telecommunications Agreements. The Developer (during the Construction and Sales Period) and the Association 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 which shall be binding on the Condominium, the Association and Co-owners and including wiring agreements,

right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or 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. During the Construction and Sales Period, the Association may not grant any easements or enter into any agreements under this Section 7.10 without prior written approval of Developer, which approval Developer may withhold in its sole discretion.

7.12 Future Special Assessment District for Roads. All persons acquiring any interest in the Condominium, including without limitation all Owners and mortgagees, shall be deemed irrevocably to have agreed to participate in any future special assessment district improvement projects created for improvements to the roads within the Condominium. In the event that a special assessment road improvement project is established pursuant to the foregoing reservation the collective costs assessable to the Condominium as a whole, if any, shall be borne equally by all Owners. All persons acquiring any interest in the Condominium, including without limitation all Owners and mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to act in behalf of all Owners and their mortgagees in any statutory or special assessment proceedings with respect to the road improvements. After certificates of occupancy are issued for Residences in 100% of the Units in the Condominium, the foregoing rights and powers may also be exercised by the Association.

7.13 Further Rights Reserved to Developer. During the Construction and Sales Period, the Association may not install, operate, maintain, repair, or replace any utilities in the General Common Elements without the prior written approval of Developer, which approval Developer may withhold in its sole discretion. During the Construction and Sales Period in connection with the development of the Condominium by the Developer, amendments to the Consent Judgment and Development Agreements or additional Development Agreements may be required by the Township, Washtenaw County, EGLE or other governmental entities. Additionally, as development progresses, issues may arise which require amendments to the Consent Judgment and Development Agreements or which require additional Development Agreements to carry out the intent of the Consent Judgment and to complete the Condominium in accordance with sound engineering and construction practices. Additionally, easements and amendments to easements over the Condominium may be necessary or desirable: (i) under the terms of the Development Agreements; (ii) to meet governmental requirements; (iii) in furtherance of the coordinated maintenance and operation of the entire development; (iv) for utility, drainage, conservation, street, safety or construction purposes; and (v) for any purposes consistent with the development of the Condominium to facilitate operation and maintenance of the same. The Developer reserves the right to execute and deliver and to bind the Association, Co-owners and to subject the Condominium to any and all of the foregoing without the consent of any other party. All persons acquiring any interest in the Condominium, including, without limitation, all Owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to enter into all of the foregoing. After completion of construction of the Condominium, the foregoing right and power may be exercised by the Association.

Developer further reserves easements over the land described in Article II above for the purpose of reasonable access from the roads within the Condominium to the Units and residences in furtherance of the development of the Condominium.

ARTICLE VIII
AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Owners, and the benefitted parties pursuant to Section 8.08 below, except as set forth below.

8.01 Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements may be modified without the consent of the Owner in any material manner without the written consent of the Owner, except as otherwise expressly provided in this Master Deed, including determining the exact location and dimensions of any Limited Common Elements as set forth in Article IV above.

8.02 Mortgagee Approval. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each mortgagee shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

8.02.1 The termination of the Condominium Project.

8.02.2 A change in the method of formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.

8.02.3 A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.

8.02.4 The elimination of a requirement for the Association to maintain insurance on the Condominium as a whole or a Unit subject to the mortgagee's mortgage, or reallocation of responsibility for obtaining or maintaining such insurance from the Association to the Unit subject to the mortgagee's mortgage.

8.02.5 The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

8.02.6 The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Condominium.

8.03 By Developer. Pursuant to Section 90(1) of the Act, 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 Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of an Owner and of a mortgagee, in which event Owner and mortgagee consent shall be required as above provided in Section 8.02, except as otherwise provided in this Article.

8.04 Changes in Percentage of Value; Unit Dimensions. The method or formula used to determine the percentage of value of Units in the Condominium for other than voting purposes may not be modified without the consent of each affected Owner and Mortgagee, and an Owner's Unit dimensions may not be modified without the consent of each affected Owner.

8.05 Termination, Vacation, Revocation or Abandonment. Subject to the provisions of Section 8.02 above, the Condominium may not be terminated, vacated, revoked or abandoned without the written consent of eighty percent (80%) of all Owners.

8.06 Developer Approval. During the Construction and Sales Period Article IV, Article V, Article VI, Article VII, Article VIII, and Article IX shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed without the prior written consent of Developer.

8.07 Consent of Benefitted Parties Officials. The rights granted to any benefitted party under any easement may not be amended without the express written consent of the respective grantee. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors and assigns.

8.07.1 Developer also hereby reserves for the benefit of itself and for the benefit of itself and land adjacent to or in the vicinity of the Condominium, the right to establish a master association, cross or reciprocal easements, and/or cost sharing agreements ("Joint Operating Agreements") between the Condominium and itself and the land adjacent to or in the vicinity of the Condominium, without regard to whether the such is made part of the Condominium or developed as a separate development. The Joint Operating Agreements would provide, generally, for the joint use, operation and maintenance of General Common Elements and sharing of expenses on a pro rata basis with reference to the number of units on the Condominium and the area included in the Joint Operating Agreements. If the area benefitted by the easement is not developed for residential purposes, the method of calculating the proportionate share of costs shall be a reasonable formula established by the Developer. All persons acquiring any interest in the Condominium, including, without limitation, all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to enter into such master association, cross or reciprocal easements and/or cost sharing agreements. Any Joint Operating Agreement which pertains to the sanitary sewer system or improvements related to the sanitary sewer system must be approved by all appropriate governmental agencies.

8.07.2 Developer reserves the right, without the consent of Co-owners or any Mortgagee, to grant the Conservation Easement to the Township, the WCWRC and/or EGLE for the purpose of enforcing perpetual preservation and maintenance of certain wetlands, wetland buffers, natural features and woodlands located within the Condominium Project. Those certain "Conservation Easement" areas, as described and depicted on Exhibit B (identified as "Wetland Conservation Easement" on Exhibit B), will be made subject to the terms, conditions and provision contained in the Conservation Easement which, if entered into by Developer, will be recorded with Washtenaw County Records. The Conservation Easement requires perpetual preservation of the Conservation Easement areas in accordance with the final approved Development Requirements, Plans, landscape and site plan and all applicable Township Ordinances and the rules and regulations of EGLE. Except for improvements and amenities approved in accordance with the final site plan for the Condominium, the Conservation Easement shall be preserved in their natural condition, and there shall be no disturbance of the areas, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees; or form constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating and/or maintaining any use or development in the Conservation Easement. Chemical lawn care products may not be applied within the 25' buffer around the wetland as described and depicted on Exhibit B. Further, no grading or structures are permitted within the buffer without a permit from the Township. The Conservation Easement may be enforced as indicated within the Conservation Easement and/or by the Developer while the Developer owns any Units in the Condominium or by the Association after the Developer no longer owns any Units in the Condominium.

8.07.3 Notwithstanding anything contained herein to the contrary, Developer reserves the right, without the consent of Co-owners or Mortgagee, to enter into whatever documents are necessary to create the drainage district as provided in Section 7.02 herein including such documents as may be necessary or proper to dedicate storm drainage facilities and create and establish maintenance easement for the repair of the storm drainage facilities within the Condominium.

8.08 Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in this Article VIII, and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

8.08.1 To modify the sizes of Units and the General Common Elements and any Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to an Owner so long as such modification complies with the requirements of applicable governmental authorities and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to an Owner.

8.08.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

8.08.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements.

8.08.4 To clarify or explain the provisions of the Master Deed or Exhibits.

8.08.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

8.08.6 To make, define or limit easements affecting the Condominium.

8.08.7 To record an "as built" Condominium Subdivision Plan and/or consolidating master deed and/or designate any improvements shown in Exhibit B as "must be built", subject to any limitations or obligations imposed by the Act.

8.08.8 To convert the Condominium as set forth in Article IX below.

8.08.9 To expand the Condominium as provided in Article X below.

Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit to others, may not be modified without the consent of each affected Co-owner and first Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may not make any amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium, nor can the Association ever make any amendment which abridges or in any way limits the easement rights reserved in Article VII above in favor of the Developer.

The amendments described in this Section 8.09 may be made without the consent of Owners or Mortgagees but are subject to Sections 8.07 and 8.08. The rights reserved to Developer under this Section may not be amended except with the prior written consent of the Developer.

ARTICLE IX
SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit

or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

9.01 By Developer. Until the First Annual Meeting, Developer reserves the sole right, (without the consent of any other Co-owner or any mortgagee of any Unit) to take the following actions:

9.01.1 Consolidate Contiguous Units. Consolidate under single ownership two or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

9.01.2 Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

9.01.3 Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the 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.

9.01.4 Conformity with Laws and Ordinances. All actions taken under this Article IX must comply with all applicable laws and ordinances, including, without limitation, Plans, Development Requirements and any approvals required by the Charter Lodi Township.

9.02 Limited Common Elements. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate Units or relocate boundaries described in this Article.

ARTICLE X
CONVERSION OF CONDOMINIUM

The Condominium is established as a convertible condominium in accordance with the provisions of this Article and the Act:

10.01 Convertible Areas. All present and future Common Elements and Units are designated as Convertible Areas (as defined in the Michigan Condominium Act) and the land area within which the Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article IX. The Developer

reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas, subject to the approval of the Township, pursuant to Section 8.08. No additional Units may be created in the Convertible Area, but Units may be expanded, modified or decreased as provided in this Article IX. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses and with the structures and improvements on other portions of the Condominium, as determined by Developer in its sole discretion.

10.02 Right to Convert. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements. Provided, however, no portion of a Unit shall be converted without the consent of the Owner of such Unit.

10.03 Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities.

10.04 Consent Not Required. The consent of any Owner shall not be required to convert the Convertible Areas except as provided in Section 8.02 above. All of the Owners and mortgagees 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 conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer 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. Such amendments may be effected without the necessity of re-recording the 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. Nothing herein contained, however, shall in any way obligated Developer to convert the Convertible Areas. These provisions give notice to all Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

10.05 Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article IX shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article VI hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a

continuing reasonable relationship among percentages of value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX, subject to the approval of the Township pursuant to Section 8.07.

ARTICLE XI
DEVELOPER'S RIGHT TO USE FACILITIES

Until the end of the Construction and Sales Period, the Developer, its voluntary successors and assigns, which it expressly designates as such in writing, agents and employees may maintain such offices, model units, reasonable parking, storage areas and other facilities on the Condominium as it deems necessary to facilitate the development and sale of the Condominium Project. Throughout the entire duration of the Construction and Sales Period, Developer, its successors and assigns, which it expressly designates as such in writing, agents and employees shall have such access to, from and over the Condominium as may be reasonable to enable the development and sale of the Condominium Project. Developer shall pay the cost related to such use and restore the facilities to habitable status upon termination for such use.

ARTICLE XII
ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 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 Washtenaw County Register of Deeds.

The remainder of this page has been left blank intentionally.
Signatures are set forth on following pages.

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

SIGNED BY:

TOLL NORTHEAST V CORP., a Delaware corporation

By: _____
Name: Isaac Boyd
Title: Division President

STATE OF MICHIGAN)
: ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Isaac Boyd, the Division President of TOLL NORTHEAST V CORP., a Delaware corporation, and agent authorized to sign this Master Deed on behalf of TOLL NORTHEAST V CORP., a Delaware corporation.

_____
NOTARY PUBLIC
County of _____, State of Michigan
My Commission Expires: _____
Acting in the County of _____

PREPARED BY AND WHEN RECORDED RETURN TO:

Taft, Stettinius & Hollister, LLP
Kenneth J. Clarkson, Esq.
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034

Summary report: Litera Compare for Word 11.8.0.56 Document comparison done on 9/25/2025 4:19:30 PM	
Style name: TaftStandard	
Intelligent Table Comparison: Active	
Original DMS: iw://taft-mobility.imanage.work/ACTIVE/172861756/5	
Modified DMS: iw://taft-mobility.imanage.work/ACTIVE/172861756/6	
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	148