

TABLE OF CONTENTS
AMENDED AND RESTATED CONSOLIDATING MASTER DEED
OF THE VILLAGES OF OSCODA

ARTICLE I	TITLE AND NATURE.....	2
	<u>Section 1.</u> Condominium Name and Subdivision Plan Number.....	2
	<u>Section 2.</u> Unit and Co-owner Rights of Access to Common Elements.....	2
	<u>Section 3.</u> Voting	3
ARTICLE II	LEGAL DESCRIPTION.....	3
ARTICLE III	DEFINITIONS	5
ARTICLE IV	COMMON ELEMENTS.....	9
	<u>Section 1.</u> Common Elements.....	9
	A. General Common Elements	10
	B. Limited Common Elements	10
	<u>Section 2.</u> Responsibility for Unit and Common Elements	11
	A. Co-owner Responsibilities	11
	B. Association Responsibilities	14
	C. Unusual Expenses	16
	D. Sump Pumps, Irrigation Equipment, Water Shutoff Values and Intrusion Alarm System	16
ARTICLE V	USE OF PREMISES.....	16
	<u>Section 1.</u> Use of Unit and Common Elements	16
	<u>Section 2.</u> Garages	16
ARTICLE VI	UNIT DESCRIPTION AND PERCENTAGE OF VALUE.....	16
	<u>Section 1.</u> Unit Description.....	16
	<u>Section 2.</u> Calculation of Percentage of Value	17
	<u>Section 3.</u> Relocation of Boundaries of Adjoining Units by Co-owners.....	17
ARTICLE VII	ADDITIONAL EASEMENT AREA.....	17
ARTICLE VIII	EASEMENTS, RESTRICTIONS AND AGREEMENTS.....	20

<u>Section 1.</u>	Easements for Encroachment, Utilities, and Support	20
<u>Section 2.</u>	Association’s Right to Grant Easements.....	21
<u>Section 3.</u>	Association’s Easement for Maintenance, Repair and Replacement.....	21
<u>Section 4.</u>	Telecommunications Agreements.....	22
<u>Section 5.</u>	Emergency and Public Service Vehicle Access Easement.....	22
<u>Section 6.</u>	Walkway Easement.....	22
<u>Section 7.</u>	Utility and Access Easements over Adjacent Units.....	23
<u>Section 8.</u>	Grant of Easement for Park Lands or Recreational Areas	23
<u>Section 9.</u>	Easements, Restrictions, and Reservations from Prior Deeds	23
<u>Section 10.</u>	Groundwater Remediation.....	24
<u>Section 11.</u>	Reservations for Mineral and Aboriginal Rights.....	24
<u>Section 12.</u>	Other Easements	24
ARTICLE IX	PARTY WALLS	24
<u>Section 1.</u>	Applicability	24
<u>Section 2.</u>	Easement for Party Walls.....	24
<u>Section 3.</u>	Use of Party Walls	25
<u>Section 4.</u>	Maintenance and Repair	25
<u>Section 5.</u>	Destruction.....	25
<u>Section 6.</u>	Construction.....	25
<u>Section 7.</u>	General.....	26
ARTICLE X	ARBITRATION.....	26
<u>Section 1.</u>	Arbitration.....	26
ARTICLE XI	AMENDMENTS	26
<u>Section 1.</u>	Co-owner Approval	26
<u>Section 2.</u>	Mortgagee Consent	26
<u>Section 3.</u>	Modification of Units, Common Elements and Percentage of Value.....	27
<u>Section 4.</u>	Termination, Vacation, Revocation and Abandonment.....	27
ARTICLE XII	ENVIRONMENTAL RESERVATIONS, COVENANTS, RESTRICTIONS AND NOTICES.....	27
<u>Section 1.</u>	Reservations.....	27
<u>Section 2.</u>	Covenants.....	28
A.	Lead Based Paint ("LBP")	28
B.	Asbestos-Containing Materials ("ACM").....	29
C.	Non-Discrimination	29
D.	Grantor Covenants	29
E.	Hazards to Air Navigation	30
F.	Early Transfer Covenants	31

Section 3. RV Parking and Storage Areas32

ARTICLE XIII **CONFLICTING PROVISIONS**.....33

DRAFT

**AMENDED AND RESTATED CONSOLIDATING MASTER DEED OF
THE VILLAGES OF OSCODA**

(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)

IOSCO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 27

This Amended and Restated Consolidating Master Deed is made and executed on this ____ day of _____, 2018, by The Villages of Oscoda Owners' Association, a Michigan nonprofit corporation (hereinafter referred to as the "Association"). The Association's registered office is c/o _____, _____, Oscoda, Michigan 48750, represented herein by _____, the President of the Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act, MCL 559.101 et al., as amended (hereinafter referred to as the "Condominium Act").

The Association desires by recording this Amended and Restated Consolidating Master Deed to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act. The original Master Deed for The Villages of Oscoda, which was dated July 1, 1998, and recorded in Liber 547, Pages 238-328, inclusive, Iosco County Records, and known as Iosco County Condominium Subdivision Plan No. 27; the First Amendment to Master Deed recorded on January 7, 1999, in Liber 563, Pages 211-244W, inclusive, Iosco County Records; the Second Amendment to Master Deed recorded on September 2, 1999, in Liber 582, Pages 242-265, inclusive, Iosco County Records; the Third Amendment to Master Deed recorded on April 11, 2000, in Liber 598, Pages 585-604, inclusive, Iosco County Records; the Fourth Amendment to Master Deed recorded on September 21, 2000, in Liber 611, Pages 564-574, inclusive, Iosco County Records; the Fifth Amendment to Master Deed recorded on May 7, 2001, in Liber 631, Pages 889-932, inclusive, Iosco County Records; the Sixth Amendment to Master Deed recorded on February 13, 2002, in Liber 671, Pages 25-42, inclusive, Iosco County Records; the Seventh Amendment to Master Deed recorded on October 17, 2002, in Liber 705, Pages 513-527, inclusive, Iosco County Records; the Eighth Amendment to Master Deed recorded on June 20, 2003, in Liber 748, Pages 764-780, inclusive, Iosco County Records; the Ninth Amendment to Master Deed recorded on March 25, 2004, in Liber 793, Pages 196-222, inclusive, Iosco County Records; the Tenth Amendment to Master Deed recorded on June 30, 2004, in Liber 807, Pages 17-31, inclusive, Iosco County Records; the Consolidating Master Deed recorded on June 30, 2005, in Liber 852, Pages 15-205, inclusive, Iosco County Records; the First Amendment to the Consolidating Master Deed recorded on April 13, 2006, in Liber 883, Pages 1-3, inclusive, Iosco County Records; and the Second Amendment to the Consolidating Master Deed recorded on June 27, 2008, in Liber 953, Pages 886-

897, inclusive, Iosco County Records are superseded (except for the Condominium Subdivision Plan attached to the Consolidating Master Deed as “Exhibit B,” as amended by the Second Amendment to the Consolidating Master Deed (erroneously titled “First Amendment to the Consolidating Master Deed”) recorded on June 27, 2008, in Liber 983, Pages 886-897, inclusive, Iosco County Records and the amended sheets 1, 4, 5, 123, 124, and 125, dated May 28, 2008, which are hereby incorporated by reference and made a part hereof and which replaced the prior recorded sheets numbered 1, 4, 5, 123, 124, and 125 dated June 7, 2005, of the previously recorded Condominium Subdivision Plan which are of no further force or effect. The Condominium Subdivision Plan, Exhibit “B” to the Consolidating Master Deed of The Villages of Oscoda shall consist of One Hundred Twenty Five (125) separate sheets. Sheets numbered 4, 123, 124, and 125 are still included to reflect the 26 Units that had been eliminated and omitted from the Condominium Project pursuant to the Second Amendment to the Consolidating Master Deed recorded on June 27, 2008, in Liber 983, Pages 886-897, inclusive, Iosco County Records.).

THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of The Villages of Oscoda as a Condominium under the Condominium Act and declares that The Villages of Oscoda (hereinafter referred to as the “Condominium”) will be subject to the provisions of the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Amended and Restated Consolidating Master Deed and Exhibits “A” and “B,” as amended by the Second Amendment to the Consolidating Master Deed (erroneously titled “First Amendment to the Consolidating Master Deed”) recorded on June 27, 2008, in Liber 983, Pages 886-897, inclusive, Iosco County Records and the amended sheets 1, 4, 5, 123, 124, and 125, dated May 28, 2008, attached hereto, and the Restrictive Covenant to Run with the Land recorded on September 26, 2008, in Liber 960, Pages 35-37, inclusive, Iosco County Records, all of which will be deemed to run with the real property described in Article II below and will be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executor, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I TITLE AND NATURE

Section 1. **Condominium Name and Subdivision Plan Number.** The Condominium will be known as The Villages of Oscoda, Iosco County Condominium Subdivision Plan No. 27. The Condominium is established in accordance with the Condominium Act.

Section 2. **Unit and Co-owner Rights of Access to Common Elements.** The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit, are set forth in the Condominium Subdivision Plan applicable to this Amended and Restated Consolidating Master Deed as Exhibit “B,” as amended by the Second Amendment to the Consolidating Master Deed recorded on June 27, 2008, in Liber 983, Pages 886-897, inclusive, Iosco County Records and the amended sheets 1, 4, 5, 123, 124, and 125, dated May 28, 2008. Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium has an exclusive right to their Unit and an undivided and inseparable right to share with the other Co-owners the Common

Elements of the Condominium as designated by this Amended and Restated Consolidating Master Deed.

Section 3. **Voting.** Co-owners will have voting rights in The Villages of Oscoda Owners' Association as set forth herein, in the Amended and Restated Condominium Bylaws and the Amended and Restated Articles of Incorporation of the Association.

ARTICLE II LEGAL DESCRIPTION

The land which was submitted to the Condominium Project established by the original Master Deed and the Consolidating Master Deed and amended by the Second Amendment to the Consolidating Master Deed recorded on June 27, 2008, is described as follows:

Part of the Southwest one-quarter of Section 28, the South one-half of Section 29, the Northwest one-quarter of Section 29, Government Lot 1 of Section 32 and the Northwest one-quarter of Section 33, Township 24 North, Range 9 East, Oscoda Township, Iosco County, Michigan, described as: Beginning at the North 1/4 corner of said Section 33, thence South 00°04'47" East, along the North-South 1/4 line of said Section 44, 1555.67 feet; thence South 89°55'47" West 991.27 feet; thence North 00°24'37" West 799.76 feet; thence South 89°33'39" West 1659.58 feet; thence South 00°58'18" East, along the East line of said Government Lot 1, 590.30 feet; thence South 89°34'26" West 539.66 feet; thence North 27°50'01" West 623.41 feet; thence North 03°16'07" East 154.70 feet; thence South 35°27'09" West 89.46 feet; thence North 27°50'01" West 623.41 feet; thence North 03°16'07" East 154.70 feet; thence South 35°27'09" West 89.46 feet; thence North 27°50'01" West 789.39 feet; thence South 89°23'36" West 105.80 feet, along the North Line of said Section 32; thence North 53°53'19" West 723.25 feet; thence North 51°50'37" West 516.85 feet; thence North 50°25'30" West 687.50 feet; thence North 23°41'40" West 225.05 feet; thence North 27°57'05" West 209.90 feet; thence North 51°35'25" West 156.63 feet; thence North 60°10'19" West 223.20 feet; thence North 61°10'57" West 125.38 feet; thence North 62°01'10" West 100.10 feet; thence South 66°59'28" West 55.04 feet; thence North 24°38'38" West 538.11 feet; thence North 12°48'08" West 281.27 feet; thence North 89°52'26" East 2505.63 feet; thence South 88°23'35" East 66.08 feet; thence North 89°52'18" East, along the South line of Perimeter Road, 1238.45 feet; thence North 89°09'58" East 22.06 feet; thence South 01°59'27" East 1574.47 feet; thence South 70°34'22" West 10.48 feet; thence South 01°59'27" East 1015.46 feet; thence North 89°33'39" East 1648.35 feet; thence North 07°02'34" East 147.82 feet to the beginning of a 1067.28 foot radius curve to the right, having a central angle of 15°35'47" and a long chord and distance which bears North 14°50'27" East 289.62 feet; thence along the arc of said curve 290.52 feet; thence North 22°38'21" East 255.82 feet to the beginning of a 982.46 foot radius curve to the right, having a central angle of 08°11'05" and a long chord and distance which bears North 18°32'48" East 140.23 feet; thence along the arc of said curve 140.35 feet; thence North 89°33'39" East, parallel to the South line of said Section 28, 739.01 feet;

thence South 01°21'46" East, along the North-South 1/4 line of said Section 28, 826.99 feet to the Point of Beginning. Contains 283.20 acres, more or less.

AND

Part of the Northwest 1/4 of Section 29, Township 29 North, Range 9 East, Oscoda Township, Iosco County, Michigan, described as: Commencing at the North 1/4 Corner of said Section 29, thence South 01°07'23" East 2569.69 feet along the North-South 1/4 line; thence South 89°52'26" West 755.84 feet along the Northerly right-of-way line for Perimeter Road to the Point of Beginning; thence continuing South 89°52'26" West 1053.62 feet; thence North 00°05'36" West 328.56 feet; thence South 89°59'48" East 1054.36 feet; thence South 00°02'11" West 326.18 feet to the Point of Beginning. Contains 7.92 acres, more or less.

Total condominium project "AS BUILT" contains 291.12 acres, more or less.

In addition to the foregoing, pursuant to MCL 559.136, the condominium project includes as a general common element that portion of the former Wurtsmith Air Force Base commonly known as the 8-plex area, (the "8-Plex Area"), owned by the Association in fee simple, legally described as:

Tax Parcel Code: 066-028-300-008-00

Part of the Southwest 1/4 of Section 28, Town 24 North, Range 9 East, Oscoda Township, Iosco County, Michigan described as:

Commencing at the Southwest Corner of said Section 28, thence North 01°40'38" West 33.01 feet along the West Section line; thence North 89°33'39" East 35.90 feet to the POINT OF BEGINNING; thence North 01°59'27" West 1503.77 feet; thence North 89°20'00" East 1051.54 feet; thence South 78°49'47" East 496.93 feet; thence South 11°10'13" West 150.00 feet to the Northerly line of Fifth Street; thence South 78°49'47" East 188.80 feet to the beginning of a tangent curve to the left, said curve having a radius of 134.54 feet, a central angle of 29°40'00", and being subtended by a chord which bears North 86°20'13" East 68.89 feet; thence along the arc of said curve 69.66 feet; thence North 71°30'12" East 138.52 feet along a line tangent to said curve to the beginning of a tangent curve to the left, said curve having a radius of 37.09 feet, a central angle of 79°32'36", and being subtended by a chord which bears North 31°43'55" East 47.46 feet; thence along the arc of said curve 51.49 feet to a point of cusp on a curve concave to the east, said curve having a radius of 2623.52 feet, a central angle of 2°35'26", and being subtended by a chord which bears South 09°20'06" East 118.61 feet; thence along the arc of said curve 118.62 feet to a point of reverse curvature of a curve concave to the west, said curve having a radius of 915.55 feet, a central angle of 24°07'39", and being subtended by a chord which bears South 01°26'00" West 382.70 feet; thence along the arc of said curve 385.54 feet to a point of compound curvature of a curve concave to the west, said curve having a radius of 982.46 feet, a central angle of 9°08'31", and being subtended by a chord which bears South 18°04'05"

West 156.59 feet; thence along the arc of said curve 156.76 feet; thence South 22°38'21" West 255.82 feet along a line tangent to said curve to the beginning of a tangent curve to the left, said curve having a radius of 1067.28 feet, a central angle of 15°35'47", and being subtended by a chord which bears South 14°50'27" West 289.62 feet; thence along the arc of said curve 290.52 feet; thence South 07°02'34" West 147.81 feet along a line tangent to said curve; thence South 89°33'39" West 1638.34 feet to the Point of Beginning. Containing 63.91 Acres, more or less.

Together the "AS BUILT" condominium project and the 8-Plex Area contain 355.03 acres, more or less.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Amended and Restated Consolidating Master Deed and Exhibits "A" and "B", but are or may be used in various other instruments including, but not limited to, the Amended and Restated Articles of Incorporation and Rules and Regulations of The Villages of Oscoda Owners' Association, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment or transfer of interests in The Villages of Oscoda, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below will be defined as follows:

A. "ACC" or "Architectural Control Committee" means that committee consisting of at least three persons established pursuant to Article VI of the Amended and Restated Consolidating Bylaws for the purpose of designing, implementing, maintaining and controlling the architectural rules, regulations, guidelines, standards and procedures to be developed by all Co-owners. Such committee shall be appointed by the Board.

B. The "Act" or "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, MCL 559.101, et al., as amended. If any provision of this Amended and Restated Consolidating Master Deed or Exhibits "A" or "B" is found to conflict with any provision of the Condominium Act—or if any provision required by the Condominium Act is omitted—then the provisions of the Condominium Act are incorporated by reference and will supersede and cancel any conflicting provision.

C. The "Additional Easement Area" means that land previously referred to as the Future Development Area or the Expandable Area in Article VI of the Consolidating Master Deed recorded in Liber 852, Pages 15-205, Iosco County Records, and further described in Article VII herein.

D. "Amended and Restated Consolidating Bylaws" or "Amended and Restated Consolidating Condominium Bylaws" or "Amended and Restated Association Bylaws" or "Amended and Restated Corporate Bylaws" means the attached Exhibit "A", being the combined Condominium and Association Bylaws setting forth the substantive rights and obligations of the Co-owners.

E. "Amended and Restated Consolidating Master Deed" means this document which, when recorded, will reaffirm the establishment of the Condominium, and to which the Amended and Restated Consolidating Bylaws are attached as Exhibit "A" and the Condominium Subdivision Plan attached to the original Consolidating Master Deed as Exhibit "B," as amended by the Second Amendment to the Consolidating Master Deed recorded on June 27, 2008, in Liber 983, Pages 886-897, inclusive, Iosco County Records and the amended sheets 1, 4, 5, 123, 124, and 125, dated May 28, 2008, are attached or incorporated by reference as exhibits.

F. "Articles of Incorporation" means the Articles of Incorporation filed with the Michigan Department of Commerce & Securities Bureau on or about June 26, 1998, for The Villages of Oscoda Owners' Association, as amended and restated.

G. "Association" means The Villages of Oscoda Owners' Association, a Michigan nonprofit corporation, organized under Michigan law of which all Co-owners are members, which will administer, operate, manage and maintain the Condominium in accordance with all applicable law and the Condominium Documents. Any action required of or permitted to the Association will be exercisable by its Board of Directors unless specifically reserved to its members or the ACC by the Condominium Documents or Michigan law.

H. "Association Bylaws" or "Corporate Bylaws" will refer to the Association Bylaws originally dated July 1, 1998, as amended pursuant to the First Amendment to the Villages of Oscoda Owners' Association Bylaws dated April 12, 2006.

I. "Board of Directors" or "Board" means the Board of Directors of the Association organized to manage, maintain and administer the Condominium.

J. "Building" means each of the structures that are located within the Condominium.

K. "Common Elements", where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV and does not refer to Units.

L. "Common Expenses" refers to actual and estimated expenses incurred by the Association for the benefit of all Co-owners, including a reasonable reserve (all as may be found necessary and appropriate by the Board as an expense of administration), which will be allocated equally to all Co-owners in accordance with the Condominium Documents.

M. "Community-Wide Standard" refers to the standard of conduct, maintenance or other activity generally prevailing throughout the Condominium Project. Such standard may be more specifically determined by the Board and the ACC pursuant to Article VI, Section 1, of the Condominium Bylaws.

N. "Condominium," "Condominium Project" or "Project" means The Villages of Oscoda as a Condominium established in conformity with the provisions of the Condominium Act and includes 1) the land and all buildings, all improvements and structures and 2) all easements, rights and appurtenances belonging to the Condominium.

O. "Condominium Documents" means and includes this Amended and Restated Consolidating Master Deed, the Amended and Restated Consolidating Bylaws attached as Exhibit "A", the Condominium Subdivision Plan attached to the original Consolidating Master Deed as Exhibit "B," as amended by the Second Amendment to the Consolidating Master Deed recorded on June 27, 2008, in Liber 983, Pages 886-897, inclusive, Iosco County Records and the amended sheets 1, 4, 5, 123, 124, and 125, dated May 28, 2008, the Amended and Restated Articles of Incorporation for the Association and the Rules and Regulations, if any, of the Association.

P. "Condominium Premises" means and includes the land described in Article II above and the buildings, improvements and structures thereon, and all easements, rights, and appurtenances belonging to the Condominium.

Q. "Condominium Subdivision Plan" or "Plan" means the Condominium Subdivision Plan attached to the original Consolidating Master Deed as Exhibit "B," as amended by the Second Amendment to the Consolidating Master Deed recorded on June 27, 2008, in Liber 983, Pages 886-897, inclusive, Iosco County Records and the amended sheets 1, 4, 5, 123, 124, and 125, dated May 28, 2008, which is incorporated by reference and made a part hereof as Exhibit "B" and assigns a number to each Unit and includes a description of the nature, location and approximate size of certain Common Elements.

R. "Consolidating Condominium Bylaws" refers to the Consolidating Condominium Bylaws of The Villages of Oscoda attached as Exhibit "A" to the Consolidating Master Deed.

S. "Consolidating Master Deed" means that document which was recorded in Liber 852, Pages 15 through 205, Iosco County Records which included the Consolidating Condominium Bylaws attached thereto as Exhibit "A," and the Condominium Subdivision Plan attached as Exhibit "B," as amended by the First Amendment to the Consolidating Master Deed recorded on April 13, 2006, in Liber 883, Pages 1-3, inclusive, Iosco County Records; and the Second Amendment to the Consolidating Master Deed recorded on June 27, 2008, in Liber 953, Pages 886-897, inclusive, Iosco County Records.

T. "Co-owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination(s) thereof who or which owns one or more Units in the Condominium. The term "Owner" or "owner" is synonymous with the term "Co-owner." Both land contract vendees and vendors are considered a Co-owner and are jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents or in the Condominium Act.

U. "Developer" refers to Michigan Oscoda Limited Partnership, a Massachusetts Limited Partnership, which made and executed the original Master Deed and its successors and assigns.

V. "General Common Elements" means the Common Elements other than the Limited Common Elements as described in Article IV.

W. “Limited Common Elements” means a portion of the Common Elements reserved in this Amended and Restated Consolidating Master Deed for the exclusive use of less than all of the Co-owners.

X. “Member” means a Co-owner who is a member of the Association.

Y. “Mortgagee” means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

Z. “Multi-Family Dwelling” means a building for residential purposes that: (a) contains three (3) or more Residential Dwellings which are separated by a common wall(s) and (b) transverses three (3) or more Units.

AA. “Party Wall” means a wall that (a) is located on or near the boundary line of two (2) adjacent Units; (b) is located in a Two-Family Dwelling or a Multi-Family Dwelling; and (c) separates two (2) Residential Dwellings.

BB. “Percentage of Value” means the percentage assigned to each Unit in Article VI. The Percentages of Value of all Units must total one hundred percent (100%). Percentages of Value will be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Condominium Act.

CC. “Person” means an individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof.

DD. “Residential Dwelling” means one or more rooms connected together in a residential building which are arranged, designed, used and intended for use by one or more human beings living as a single household unit; and separated from the adjacent residential units by a common wall in most instances.

EE. “Record” means to record pursuant to the laws of the State of Michigan relating to the recording of deeds or similar documents.

FF. “Rules and Regulations” means those rules and regulations promulgated by the Board and/or the ACC as authorized by the Amended and Restated Consolidating Bylaws to facilitate the operation of the Condominium Project.

GG. “Sales Period” means the period commencing with the recording of the original Master Deed of The Villages of Oscoda and continuing as long as the Developer owns any Unit which it offers for sale.

HH. “Size” means the number of cubic feet or the number of square feet of ground or floor space within each Residential Dwelling in a Unit computed by reference to the Condominium Subdivision Plan and rounded off to a whole number.

II. “Township” means the Charter Township of Oscoda, Iosco County, Michigan.

JJ. “Transitional Control Date” means the date on which a Board takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

KK. “Two-Family Dwelling” means a building for residential purposes that (a) contains two (2) Residential Dwelling Units which are separated by a Party Wall, and (b) transverses two (2) Units.

LL. “Unit” or “Condominium Unit” means a single complete Unit in The Villages of Oscoda, as such may be described in Article VI and on the Condominium Subdivision Plan attached to the original Consolidating Master Deed as Exhibit “B,” as amended by the First Amendment to the Consolidating Master Deed recorded on April 13, 2006, in Liber 883, Pages 1-3, inclusive, Iosco County Records; and the Second Amendment to the Consolidating Master Deed recorded on June 27, 2008, in Liber 953, Pages 886-897, inclusive, Iosco County Records, and incorporated herein and has the same meaning as the term “Condominium Unit” as defined in the Condominium Act being MCL 559.104(3).

MM. “USA Deeds” means the Quit Claim Deeds from the United States of America to the Charter Township of Oscoda recorded in Liber 531, Pages 205-213; Liber 550, Pages 922-935; Liber 561, Pages 416-421; Liber 619, Pages 366-375; Liber 621, Pages 245-255; Liber 806, Pages 915-925, Iosco County Records, and the Department of Air Force Former Wurtsmith Air Force Base (AFB), Michigan Supplemental Agreement No. 12 to Lease No. DA-20-064-ENG-1578 recorded in Liber 791, Pages 612-620, Iosco County Records.

NN. “Oscoda Township Deeds” means the Quit Claim Deed from the Charter Township of Oscoda to the Developer, Michigan Oscoda Limited Partnership, recorded in Liber 537, Pages 719-735; Liber 537, Pages 747-763; Liber 541, Pages 34-52; Liber 547, Pages 216-225; Liber 547, Pages 226-235; Liber 552, Pages 602-615; Liber 552, Pages 626-637; Liber 552, Pages 648-659; Liber 557, Pages 65-78; Liber 557, Pages 89-101; Liber 562, Pages 693-704; Liber 562, Pages 715-730; Liber 562, Pages 535-551; Liber 703, Pages 149-166; Liber 739, Pages 29-42; Liber 791, Pages 643-656; Liber 791, Pages 594-642; and rerecorded in Liber 792, Pages 474-524, and Liber 806, Pages 926-939, Iosco County Records.

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

Whenever any reference is made to one gender, the same includes a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference also includes to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

Section 1. **Common Elements.** The Common Elements of the Condominium are described in the Condominium Subdivision Plan and also described as follows:

A. **General Common Elements.** The General Common Elements are:

(1) **Land.** The land described in Article II except any portion or portions thereof which are identified as Limited Common Elements and/or Condominium Units on the Condominium Subdivision Plan;

(2) **Roads.** All roads within the Condominium as described on the Condominium Subdivision Plan, subject to the retained rights of the Charter Township of Oscoda and the Maintenance Easement of the Iosco County Road Commission;

(3) **Landscaping.** All landscaping, berms, trees, plantings and signage for the Condominium, benches, tables and other structures and improvements, if any, located on the General Common Element land;

(4) **Fencing.** Any wall, fencing or similar structures including privacy fences, located within the General or Limited Common Elements;

(5) **Easements.** All easements that are appurtenant to and that benefit the Condominium pursuant to recorded easement agreements, reciprocal or otherwise, including those easements referred to in Article VIII & IX of this Amended and Restated Consolidating Master Deed;

(6) **Parking Area.** Certain areas have been designated as Parking Areas for vehicles on Exhibit "B" attached hereto and such areas shall be subject to such restrictions as the Association may promulgate;

(7) **RV Parking and Storage Area.** The RV Parking and Storage Area is identified on Exhibit "B" attached hereto and shall be controlled by the Association pursuant to such rules and regulations which the Association may promulgate and is subject to significant environmental covenants and restrictions as identified in the Amended and Restated Consolidating Master Deed;

(8) **Other.** All other elements of the Condominium not designated in this Article IV as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, and safety of the Condominium.

B. **Limited Common Elements.** Limited Common Elements are any appurtenances to a Unit constructed to service such Unit and will be subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements are appurtenant and assigned in the Condominium Subdivision Plan, as may be amended to reflect such construction. The Limited Common Elements are as follows:

(1) **Party Wall.** The Party Wall between two Residential Structures shall be a Limited Common Element of each abutting Unit sharing the interior structural portions of said Party

Wall; the outermost portion of said Party Wall facing each residential structure and all utilities located therein utilized by an individual residential structure being appurtenant to such Unit.

(2) **Utility Services.** Any individual utility service lines from main distribution lines such as sewer, water, electrical, gas, cable and telephone that serve more than one Unit shall be Limited Common Elements, appurtenant to such Units served.

(3) **Garages.** The Multi-Family Dwellings have detached garage structures and common driveways for the exclusive use of Units in such Multi-Family Dwellings which utilize said driveway, and such garages and driveways shall be Limited Common Elements appurtenant to such Units as shown on the Utility and Topographic Plans in Exhibit B attached hereto.

(4) **Other.** Any other elements of the Condominium, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Condominium, will be Limited Common Elements.

Section 2. **Responsibility for Unit and Common Elements.** Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements as described in Articles VI and VII of the Amended and Restated Consolidating Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

A. **Co-owner Responsibilities:**

(1) **Units and Limited Common Elements.** Except for the sewer line from the exterior of the Residential Dwelling to the main sewer collection line or as provided in Section 2(B) below, the primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Condominium, the Limited Common Elements and those General Common Elements described herein, will be borne by the Co-owner of the Unit. All maintenance, decoration, repair and replacement performed by the Co-owner to any portion of his Unit shall be subject to the control of the ACC and shall be performed in strict accordance with its Rules and Regulations or other standards or guidelines promulgated by the ACC.

The Co-owners of the Residential Dwellings which comprise a Two-Family Dwelling or Multi-Family Dwelling shall jointly perform exterior maintenance to the Two-Family Dwelling or Multi-Family Dwelling and appurtenant garages and driveways to maintain its architectural and aesthetic quality, including roof repair and replacement, painting the entire building, foundation repair and other similar items. In the event the Co-owners of the two Residential Dwellings which comprise a Two-Family Dwelling, or all of the Co-owners of the Multi-Family Dwelling are unable to agree on the type or extent of maintenance needed on that part of their building, garage and driveway for which they have joint responsibility, any affected Co-owner may submit the question of needed maintenance to the ACC which shall make a determination as to the necessary maintenance to be performed on the building, which determination shall be final and binding on the respective Co-owners.

In clarification of the Co-owners' responsibility under this Section 2(A)(1), each Co-owner will be responsible for the cost of decorating, maintaining, repairing and replacing the following items:

- (a) The interior of the Residential Dwelling located on any Unit and that portion of the Limited Common Element Party Wall, garage, driveway and any utilities servicing his Unit therein, except the sewer line from the exterior of the Residential Dwelling to the main sewer collection line;
- (b) The exterior of the Residential Dwelling, including but not limited to siding, roof, foundation, windows and doors, and the yard area within the Unit;
- (c) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, furnace, air conditioner and compressor and related ductwork, humidifier, air cleaner, any personal alarm system, doorbells, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters, individual hot water heaters, fireplaces, flues dampers and chimneys;
- (d) Electrical lines, wires, outlets, switches, boxes, circuit breakers and fixtures from the point of connection with, but not including, the electrical meter for the Unit;
- (e) The gas lines, pipes, valves and fixtures from the point the same branches off to solely serve an individual Unit, Two-Family Dwelling, or Multi-Family Dwelling, (even if designated as Common Elements);
- (f) The water lines and traps within a Unit (even if they may be designated as Common Elements), including individual Unit drain lines located within a Unit;
- (g) All cabinets, counters, interior doors, closet doors, sinks, floor tile, wall tile and related hardware;
- (h) All improvements and/or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor covering and trim regardless if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance repair or replacement responsibilities;

- (i) All windows, interior door, door walls, Unit entry and access doors, including storm doors, screens, locks, hardware, thresholds, sills and weather stripping;
- (j) All attic and wall insulation repair, replacement and maintenance, and all interior drywall repair, replacement, maintenance and painting (even though some of these elements may be designated as a Common Element);
- (k) Garage doors, including springs, tracks, and all hardware, together with all openers and remotes and associated equipment;
- (l) Repair of concrete garage and basement floor slabs;
- (m) Replacement of lightbulbs on porches and garages, necessary for adequate and reasonable site lighting;
- (n) The plumbing fixtures within the Unit, including shut-off valves, rings and washers; and
- (o) All other items not specifically enumerated above, but which are located within the boundaries of a Unit, except the sewer line from the exterior of the Residential Dwelling to the main sewer collection line.

(2) **Utility Charges.** All metered utility services, including electricity, gas, cable and telephone, will be borne by the Co-owner of the Unit to which the services are furnished. The cost of electricity service to any sump pumps located within a Unit will be borne by the Co-owner of such Unit.

(3) **Common Exterior Lighting.** The cost of electricity for common lighting will be borne by the Association as an expense of administration. Co-owners will not modify or change any exterior light fixtures nor cause the electrical flow for their operation to be interrupted at any time. Each Co-owner will be responsible for paying the electrical charges for porch and garage lighting that is appurtenant to such Co-owner's Unit and for replacing light bulbs within such porch and garage lighting fixtures. No Co-owner will disconnect or render exterior lighting inoperative.

(4) **Co-owner Additions, Modifications.** Co-owner improvements, additions or modifications, even though approved by the ACC, will not be considered Limited or General Common Elements in any case, and will be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Condominium which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification will be borne by the Co-owner. A Co-owner will refrain from repairing, altering, replacing, removing, painting, decorating or changing the exterior of a Unit or any exterior appendage, including, without limitation, air

conditioning units and Unit entry doors, whether exclusively used by the Co-owner or otherwise, without first obtaining the Association's prior written consent through the ACC pursuant to Article VI of the Amended and Restated Consolidating Bylaws. Any replacement window, door, or other element will be identical to the original or, if not, approved by the ACC prior to installation.

(5) **Co-owner Fault.** Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner, will be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the manner as an assessment in accordance with Article II of the Amended and Restated Consolidating Bylaws.

(6) **Repair to Association Specifications.** All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Amended and Restated Consolidating Bylaws will be performed subject to the ACC's mandatory prior written approval and control with respect to color, style, timing, material and appearance.

(7) **Utility Systems and Road Access.** It is intended that all of the utility lines, systems (including mains and service leads) and equipment, for gas, electric, water, sewer, telephone, and the telecommunications systems, will be owned by the respective providers of such services, and such lines, systems and equipment to the extent so owned are not intended and shall not be Common Elements. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with installation and hook-up charges of such utilities through laterals from the mains to any structures and fixtures located within his Unit. Each Co-owner shall be responsible for all charges for utilities. All roads in the Condominium Project are subject to an easement for highway maintenance to the Iosco County Road Commission and an easement retained by the Charter Township of Oscoda for public ingress and egress to, from and across such roads and for public utilities, and the maintenance, repair and replacement of same.

B. Association Responsibilities:

(1) **General Common Elements.** The costs of maintenance, decoration, repair and replacement of all General Common Elements—except those assigned to the Co-owners under the various subsections of Section 2(A) above—will be borne by the Association, in accordance with the provisions of this Article and the Amended and Restated Consolidating Bylaws.

(2) **Additional Maintenance.** To preserve the Community-Wide Standard, the Association shall perform yard maintenance including grass mowing of the entire Unit (unless such Unit is fenced in, in which case the Co-owner shall be responsible for mowing and maintaining all such enclosed yard area), garbage/trash removal, maintaining or removal of the cement sidewalk along the street (but not snow removal from such sidewalk) and the individual sewer lines from the exterior of a Residential Dwelling to the main sewer collection line. Expenses of sewer line repair, which are due to Co-owner fault, shall be charged to the Co-owner at fault.

(3) **Unauthorized Repair.** The Association will not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association will only be

responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association, and for which the Board had agreed to be responsible for payment.

(4) **Additional Regular Maintenance for Two Family Dwellings and Multi-Family Dwellings.** In order to provide for flexibility, harmony and reasonable uniformity in administering the Condominium, the Association, acting through its Board of Directors, may undertake as additional regular maintenance functions such other regularly recurring, reasonably uniform, and periodic exterior services with respect to the Two-Family Dwellings and Multi-Family Dwellings, appurtenances and improvements constructed or installed within any Unit boundaries on any Two-Family Dwelling or Multi-Family Dwelling as it may deem appropriate. In the event the Association agrees to perform such additional regular maintenance with respect to any particular Two-Family Dwelling or Multi-Family Dwelling and/or Units, it shall enter into a specific written agreement detailing the nature and extent of such additional maintenance responsibilities and providing for a special assessment of the increased maintenance charges to all Co-owners whose proposed Residential Dwellings/Units or any appurtenances and related improvements thereto will cause the Association to incur the additional expenses in carrying out its additional responsibilities. Nothing herein contained shall compel the Association to undertake any such additional regular maintenance responsibilities with respect to Two-Family Dwellings/Units or Multi-Family Dwellings/Units.

(5) **Failure of Co-owner to Perform Maintenance Responsibilities.** In the event a Co-owner shall at any time materially or substantially fail to carry out the responsibilities to preserve or maintain his Residential Dwelling and/or his building in reasonable order and condition, the Association may serve written notice upon the Co-owner setting forth the deficiencies in maintenance and/or preservation. The notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of a hearing before the Board, or the ACC if delegated by the Board, for the purpose of allowing the Co-owner to be heard as to why the Association should not proceed with the maintenance and/or preservation which has not been undertaken by the Co-owner. At the hearing, the time for curing the deficiencies, and the hearing itself, may be extended and/or continued to a date certain by the Board or ACC. If, following the hearing, the Board, or the ACC if designated by the Board to conduct the hearing, shall determine that the maintenance and/or preservation has not been undertaken within the time specified in the notice, the Association shall thereupon have the power and authority, but not the obligation, to enter upon the Co-owner's Unit, or cause its agents or contractors to enter upon the Co-owner's Unit, and perform such maintenance and/or preservation as reasonably found by the Association to be appropriate. The reasonable cost and expense of making and financing such maintenance and/or preservation, including the costs of notices by the Association and reasonable legal fees incurred by the Association plus an administrative fee in the amount of 25 percent of the total of all costs and expenses incurred, shall be due and payable to the Association by the Co-owner upon demand, and such amount shall constitute a lien against the Co-owner's Unit, subordinate to any mortgage liens, and may be enforced pursuant to the same procedure as set forth in Article II of the Amended and Restated Consolidating Bylaws for collection of delinquent assessments.

C. **Unusual Expenses.** Any other unusual common expenses benefiting less than all of the Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, will be specifically assessed against the Unit or Units involved in accordance with MCL 559.169 of the Condominium Act.

D. **Sump pumps, Irrigation Equipment, Water Shutoff Valves and Intrusion Alarm System.** A Co-owner whose Unit contains a sump pump, irrigation equipment, common water shutoff valves or intrusion alarm equipment will not restrict the Association, contractors, utility companies or respective governmental agencies from entering into the Unit to maintain, repair or replace such equipment if necessary by the Association. To ensure reasonable accessibility to such equipment, Co-owners will not convert the portion of the Unit containing such equipment to living area without the prior written approval of the Association. The Association will not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements which may be damaged in the course of maintenance, repair and replacement of such equipment or due to any and all failure of the equipment.

ARTICLE V USE OF PREMISES

Section 1. **Use of Unit and Common Elements.** No Co-owner will use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances of the Charter Township of Oscoda, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

Section 2. **Garages.** The construction of garages on certain Condominium Units is prohibited or restricted as more particularly set forth in Article VI, Section 1.K. of the Amended and Restated Consolidating Bylaws.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. **Unit Description.** The Condominium Project is comprised of Seven Hundred and Fifty-Nine (759) Units containing 759 Residential Dwellings comprised of 199 Units in 199 Single-Family Dwellings, 430 Units located in 215 Two-Family Dwellings and 156 Units located in 39 Multi-Family Dwellings, and is described in this paragraph with reference to the Condominium Subdivision Plan of The Villages of Oscoda as prepared by Rigg Land Surveying, Inc., and attached as Exhibit B to the original Consolidating Master Deed for The Villages of Oscoda, and as amended by the First Amendment to the Consolidating Master Deed recorded on April 13, 2006, in Liber 883, Pages 1-3, inclusive, Iosco County Records; and the Second Amendment to the Consolidating Master Deed recorded on June 27, 2008, in Liber 953, Pages 886-897, inclusive, Iosco County Records. Each Unit shall include all that space shown on the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions for each Unit are shown on the Condominium Subdivision Plan and include all land from ten (10) feet below the low point of the existing grade within the Unit to fifty (50) feet above the high point of the existing

grade. For all purposes, individual Units may hereafter be defined and described by reference to this Amended and Restated Consolidating Master Deed and the individual assigned Unit in the Condominium Subdivision Plan.

Section 2. Calculation of Percentage of Value. The Project consists of Units 1 through 759, inclusive. The total value of the Project is 100. Each Co-owner's percentage of value shall be equal. This percentage of value shall be determinative of each Co-owner's respective share of the Common Elements, and the proportionate share of each respective Unit in the proceeds and expenses of administration. The value of each Co-owner's vote at meetings of the Association shall be equal.

Section 3. 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 prepare and execute an amendment to the Amended and Restated Consolidating 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 will state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners involved and such amendment 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 will be deemed to have irrevocably and unanimously consented to such amendment of this Amended and Restated Consolidating 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 Amended and Restated Consolidating 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 Amended and Restated Consolidating 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 which may be assessed to and collected from the responsible Co-owners in the manner provided in Article II of the Amended and Restated Consolidating Bylaws.

ARTICLE VII ADDITIONAL EASEMENT AREA

The Additional Easement Area is defined as the following described land except for any portion of the following described land which has been included in the Condominium Project:

Land situated in the Township of Oscoda, Iosco County, and State of Michigan, described as:

Area 1

Part of the Southwest 1/4 of Section 28, the South 1/2 of Section 29, the Northwest 1/4 of Section 29, Government Lot 1 of Section 32 and the Northwest 1/4 of Section 33, Township 24 North, Range 9 East, Oscoda Township, Iosco County, Michigan, described as:

Beginning at the South 1/4 corner of said Section 28, thence South 00°04'47" East 1555.67 feet along the North-South 1/4 line; thence South 89°55'47" West 991.27 feet; thence North 00°24'37" West 799.76 feet; thence South 89°33'39" West 1659.78 feet; thence South 00°58'18" East 590.30 feet along the West line of said Section 33; thence South 89°34'26" West 539.66 feet; thence North 27°50'01" West 623.14 feet; thence North 03°16'07" East 154.70 feet; thence South 35°27'09" West 89.46 feet; thence North 27°50'01" West 789.39 feet; thence South 89°23'36" West 105.80 feet, along the North Line of said Section 32; thence North 53°53'19" West 723.25 feet; thence North 51°50'37" West 516.85 feet; thence North 50°25'30" West 687.50 feet; thence North 23°51'40" West 225.05 feet; thence North 27°57'05" West 209.90 feet; thence North 51°35'25" West 156.63 feet; thence North 60°10'19" West 223.20 feet; thence North 61°10'57" West 125.38 feet; thence North 62°01'10" West 100.10 feet; thence South 66°59'28" West 55.04 feet; thence North 24°38'38" West 538.11 feet; thence North 12°48'08" West 281.27 feet; thence North 89°52'26" East 2505.63 feet; thence South 88°23'35" East 66.08 feet; thence North 89°52'18" East 1238.45 feet; thence North 89°09'58" East 22.06 feet; thence South 01°59'27" East 1089.58 feet; thence North 89°20'00" East 1051.54 feet; thence South 78°49'47" East 496.93 feet; thence North 11°10'13" East 150.00 feet; thence North 89°33'39" East 315.65 feet, to the beginning of a curve concave to the Southeast, said curve having a radius of 1877.56 feet, a central angle of 02°44'50", and being subtended by a chord which bears South 01°55'47" East 90.02 feet; thence along the arc of said curve 90.03 feet; to the beginning of a curve concave to the Southeast, said curve having a radius of 2623.52 feet, a central angle of 07°19'37", and being subtended by a chord which bears South 06°58'00" East 335.48 feet; thence along the arc of said curve 335.49 feet to the beginning of a curve to the right having a radius of 915.55 feet, a central angle of 24°07'39", and being subtended by a chord which bears South 01°26'00" West 382.70 feet; thence along the arc of said curve 385.54 feet to the beginning of a compound curve to the right having a radius of 982.46 feet, a central angle of 00°57'26", and being subtended by a chord which bears South 13°58'33" West 16.41 feet; thence along the arc of said curve 16.41 feet; thence North 89°33'39" East 739.01 feet; thence South 01°21'46" East 826.99 feet to the Point of Beginning.

Containing 343.83 acres, more or less.

AND

Area 2

Part of the Northwest 1/4 of Section 29, Town 24 North, Range 9 East, Oscoda Township, Iosco County, Michigan, described as:

Commencing at the North 1/4 Corner of said Section 29, thence South 01°07'23" East 2569.69 feet along the North-South 1/4 line; thence South 89°52'26" West 755.84 feet along the Northerly Right of Way line for Perimeter Road to the POINT OF BEGINNING; thence continuing South 89°52'26" West 1053.62 feet; thence North 00°05'36" West 328.56 feet; thence South 89°59'48" East 1054.36 feet; thence South 00°02'11" West 326.18 feet to the Point of Beginning.

Containing 7.92 acres, more or less.

AND

Area 3

Part of Government Lot 2, the SW 1/4 of the NE 1/4, and the NW 1/4 of Section 28, T24N, R9E, Oscoda Township, Iosco County, Michigan described as:

Commencing at the N 1/4 corner of section 28; thence S01°22'20"E along the N-S 1/4 line, 493.12 feet to the Point of Beginning; thence N52°08'41"E 176.40 feet to the centerline of Perimeter Road; thence continuing along the centerline of said Perimeter Road and along a curve to the right, said curve having a radius of 12000.00 feet, a central angle of 04°07'26", and being subtended by a chord which bears S18°42'21"E 863.51 feet; thence along the arc of said curve 863.70 feet; thence continuing along the said centerline of Perimeter Road S16°38'38"E 610.65 feet to the beginning of a tangent to a curve to the right, said curve having a radius of 67.85 feet, a central angle of 92°03'12", and being subtended by a chord which bears S29°22'58"W 97.67 feet, thence along the arc of said curve 109.02 feet; thence continuing along the centerline of Perimeter Road S75°24'34"W 196.83 feet to the centerline of Skeel Avenue; thence along the centerline of Skeel Avenue S34°56'14"E 131.00 feet; thence S45°13'01"W 145.35 feet along the centerline of Perimeter Road; thence N44°41'51"W 141.84 feet; thence S66°36'47"W 72.85 feet to the beginning of a tangent to a curve to the right, said curve having a radius of 269.93 feet, a central angle of 48°44'16", and being subtended by a chord which bears N89°01'05"W 222.75 feet, thence along the arc of said curve 229.61 feet; thence N64°38'57"W 162.77 feet; thence N11°47'55"E 15.43 feet; thence N64°38'57"W 181.34 feet; thence N25°21'03"E 25.00 feet to the centerline of Glennie Road; thence N64°38'57"W along the said centerline of Glennie Road 84.84 feet to the centerline of Kansas Street; thence N49°26'26"E along the said centerline of Kansas Street 292.35 feet to the centerline of Cedar Drive; thence S63°25'57"E along the said centerline of Cedar Drive 246.85 feet to the beginning of a tangent to a curve to the left, said curve having a radius of .135.61 feet, a central angle of 36°17'52", and being subtended by a chord which bears S81°34'52"E 84.48 feet, thence along the arc of said curve and the centerline of Cedar Drive 85.91 feet; thence continuing N80°16'12"E along the said centerline of Cedar Drive 128.68 feet to the centerline of Skeel Avenue; thence N38°02'19"W along the said centerline of Skeel Avenue 357.47 feet; thence N38°26'32"W continuing along the centerline of Skeel Avenue 858.74 feet; thence N55°13'53"E 337.65 feet; thence N67°27'13"E 106.79 feet; thence N21°41'20"E 20.66 feet; thence S82°49'08"E 83.58 feet; thence N52°08'41"E 92.31 feet to the Point of Beginning.

EXCEPT

Tax Parcel Code 066-028-200-017-00

Part of the Northwest 1/4 and Government Lot 2 of Section 28, Town 24 North, Range 9 East, Oscoda Township, Iosco County, Michigan, described as:

Commencing at the North 1/4 Corner of said Section 28, thence South 01°22'20" East 885.30 feet along the North-South 1/4 line; thence South 88°37'40" West 10.15 feet at right angles to said Section Line; thence South 52°08'41" West 62.66 feet; thence South 38°33'44" East 62.66 feet to the POINT OF BEGINNING; thence South 38°33'44" East 86.60 feet; thence South 08°40'57" West 60.27 feet; thence South 51°33'28" West 100.71 feet; thence North 38°26'32" West 127.61 feet along the Northeasterly Right of Way line for Oak Drive; thence North 51°33'28" East 144.69 feet to the Point of Beginning. Containing 0.40 acres, more or less.

AND EXCEPT

Tax Parcel Code 066-028-200-018-00

Part of the Northwest 1/4 of Section 28, Town 24 North, Range 9 East, Oscoda Township, Iosco County, Michigan, described as:

Commencing at the North 1/4 Corner of said Section 28, thence South 01°22'20" East 1007.32 feet along the North-South 1/4 line; thence South 88°37'40" West 69.80 feet at right angles to said North-South 1/4 line to the POINT OF BEGINNING; thence South 51°33'28" West 144.69 feet; thence North 38°26'32" West 166.88 feet along the Northeasterly Right of Way line for Oak Drive to the beginning of a tangent curve to the left, said curve having a radius of 85.00 feet, a central angle of 29°22'45", and being subtended by a chord which bears North 53°07'55" West 43.11 feet; thence along the arc of said curve 43.58 feet; thence North 52°08'41" East 155.20 feet along a line non tangent to said curve; thence South 38°33'44" East 206.99 feet to the Point of Beginning. Containing 0.69 acres, more or less.

Entire area of Area 3 less exceptions contains 21.93 acres, more or less.

Combined area of Additional Easement Area is 373.68 Acres, more or less.

ARTICLE VIII EASEMENTS, RESTRICTIONS AND AGREEMENTS

Section 1. Easements for Encroachment, Utilities and Support.

A. In the event any Unit of Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment will exist, except to the extent limited by

MCL 559.140 of the Condominium Act. Provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with knowledge and consent of, a Co-owner or occupant, or the Association.

B. There are easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines.

C. Easements of support exist with respect to any Unit wall that supports a Common Element.

Section 2. **Association's Right to Grant Easements.** The Board of Directors of the Association may grant easements over or through any portion of any Units or Common Elements for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all streets and all utilities and utility easements located on the Condominium premises to the public for such consideration as the Association will determine in its sole discretion. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby. Notwithstanding anything to the contrary herein, such easements shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from exercise of such easements shall promptly be repaired by and at the expense of the person exercising the easement. Exercise of such easements shall not unreasonably interfere with use of any Unit, and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Co-owner or occupant.

Section 3. **Association's Easement for Maintenance, Repair and Replacement.** The Association and all public or private utilities will have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill and responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain his Unit or any Limited Common Elements appurtenant thereto for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, in the event a Co-owner fails, as required by the Condominium Documents, to properly and adequately maintain, decorate, repair, replace or otherwise keep their Unit, any improvements or appurtenances or any General or Limited Common Elements for which the Co-owner is responsible, the Association will have the right (but not the obligation) and all necessary easements in furtherance thereof, to take whatever actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of the Common Elements for which the Co-owner is responsible. The Association will not be liable to the Co-owner of any Unit or any other person in trespass or in any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. Failure of the Association to take any such action will not be deemed a waiver of the Association's

right to take any such action at a future time. All expenses, costs and reasonable attorney fees incurred by the Association in performing any responsibilities as set forth in this Section, along with a twenty-five (25%) percent administrative fee will be assessed against such Co-owner in accordance with Article II of the Amended and Restated Consolidating Bylaws and will be immediately due and payable. Further, the lien for nonpayment will attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, will have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively referred to as “Telecommunications”) to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event will the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, will be receipts of administration of the Condominium within the meaning of the Condominium Act and will be paid over to and will be the property of the Association.

Section 5. Emergency and Public Service Vehicle Access Easement. There will exist for the benefit of the Co-owners, the Charter Township of Oscoda and any emergency service agency or other governmental unit, an easement over all roads and driveways in the Condominium for use by the Township and emergency or other governmental service vehicles. Said easement will be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, both public and private school transportation and other lawful governmental or private emergency services to the Condominium and Co-owners. The U.S. Postal Service will have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements will not be construed as a dedication of any streets, roads or driveways to the public.

Section 6. Walkway Easement. It is intended that a dedicated walkway easement over a perimeter walkway which surrounds the residential portions of the former Wurtsmith Air Force base will be created. Each of the Co-owners of the Project, their guests and invitees, has the right to utilize the perimeter walkway for its intended purposes, which right is nonexclusive and subject to the right of all Co-owners, their guests and invitees, and all others to utilize the walkway. The walkway’s intended purposes shall be for pedestrian use and no motorized vehicles shall be permitted to utilize the perimeter walkway. A portion of said walkway is included as a General Common Element within the Condominium Project, and such portion of the walkway is subject to a nonexclusive easement granted to and among all other lands and residential units located in the

Additional Easement Area, even though such Units are not part of this Condominium Project. The Association shall be responsible for maintaining that portion of the walkway which is a General Common Element of the Association in a reasonable manner and condition.

Section 7. Utility and Access Easements Over Adjacent Units. Each Co-owner is hereby granted a utility easement for any utilities, including but not limited to water, sewer, gas, electric, telephone, and cable television, over, under, through and across the adjacent Unit for any service leads for such utilities from the main distribution line up to the point where such service lead enters the Unit or residential structure, including the right to use, maintain, repair, or replace such utility service lead provided any disturbance caused by such maintenance, repair or replacement shall be restored as near as possible to the original condition. Each Co-owner of a Two-Family Dwelling where access to one of the Units is over a walkway, which is included as part of the adjacent Unit, is hereby granted an easement over such walkway for ingress and egress to such Co-owner's Unit for the Co-owner, their guests, and invitees. Said Units which require these walkway easements are depicted on the Condominium Subdivision Plan, Exhibit B attached hereto.

Section 8. Grant of Easement for Park Lands or Recreational Areas. Where the Township of Oscoda has specifically reserved a nonexclusive easement for the use of park lands or recreational areas for the benefit of certain residential housing located in the Additional Easement Area, which is not part of this Condominium Project, the Developer has granted an easement to utilize such park lands or recreational areas of the Condominium Project along with the Co-owners of the Condominium Project and all such residential housing granted this easement shall be responsible for payment of its pro rata share of the expenses to maintain and operate such park lands and recreational areas.

Section 9. Easements, Restrictions, and Reservations from Prior Deeds. The land made a part of this Project in Article II and all Condominium Units shall be subject to all easements, restrictions, and reservation of record and the Association and all Co-owners shall be subject to and bound by all covenants, easements, restrictions, and reservations, together with the benefits of any nonexclusive rights and easements granted to the grantee, contained in the USA Quit Claim Deeds from the Air Force to Oscoda Township recorded in Liber 531, Pages 205-213; Liber 550, Pages 922-935; Liber 561, Pages 416-421; Liber 619, Pages 366-375; Liber 621, Pages 245-255; Liber 806, Pages 915-925, Iosco County Records, and the Department of Air Force Former Wurtsmith Air Force Base (AFB), Michigan Supplemental Agreement No. 12 to Lease No. DA-20-064-ENG-1578 recorded in Liber 791, Pages 612-620, Iosco County Records, and the Quit Claim Deeds from Oscoda Township to the Developer, Michigan Oscoda Limited Partnership, recorded in Liber 534, Pages 719-735; Liber 537, Pages 747-763; Liber 541, Pages 34-52; Liber 547, Pages 216-225; Liber 547, Pages 226-235; Liber 552, Pages 602-615; Liber 552, Pages 626-637; Liber 552, Pages 648-659; Liber 557, Pages 65-78; Liber 557, Pages 89-101; Liber 562, Pages 693-704; Liber 562, Pages 715-730; Liber 562, Pages 742-753; Liber 570, Pages 937-955; Liber 595, Pages 356-372; Liber 666, Pages 535-551; Liber 703, Pages 149-166; Liber 739, Pages 29-42; Liber 791, Pages 643-656; Liber 791, Pages 594-642 and recorded in Liber 792, Pages 474-524, and Liber 806, Pages 926-939, Iosco County Records. Any future lands and Condominium Units which become a part of this Condominium Project shall also be subject to the same covenants, reservations, restrictions, rights and easements set forth in the aforementioned documents.

Section 10. **Groundwater Remediation.** Co-owners, their agents or employees, shall cooperate with and shall not disrupt any remediation activities on the Condominium Premises or adjacent lands being undertaken by the United States of America, nor apply water on the surface of the lands in such quantities that would impact the migration of any contaminated groundwater, nor extract or use in any manner ground water underlying the Condominium Premises, nor have any construction work on the Premises that would interfere with or negatively impact the clean-up work, until such remediation of the contaminated ground water is satisfactorily completed. The Co-owners of Units 649, 651, 657, and 688 shall not construct a garage within the garage envelope as shown on the Condominium Subdivision Plans for said Units until such time as the pipelines for the remediation of the contamination are removed or, subject to the approval of the Air Force, the Co-owner pays the cost of relocating the pipe.

Section 11. **Reservation of Mineral and Aboriginal Rights.** The United States of America has reserved an overriding royalty in an amount equal to ten percent (10%) of the gross fair market value of any natural gas extracted from the property by Grantee, or by any party pursuant to a lease or any other agreement. Other deeds from the United States of America on behalf of the Air Force reserved royalties for natural gas extraction or rights for oil and gas within or under those portions of the Condominium Project covered by such deeds.

The State of Michigan has reserved all rights to coal, oil, and gas and other non-metallic minerals found on, within, or under the Project and the right to remove the same.

The Charter Township of Oscoda has reserved unto itself and its predecessors in title including the State of Michigan, all aboriginal antiquities, including mounds, earthworks, forts, burial and village sites, mines, or other relics, as well as the right to explore and excavate same by duly authorized agents and/or employees.

Section 12. **Other Easements.** The Condominium Property is also encumbered by other easements, including, but not necessarily limited to, easements for Party Walls as described in Article IX and the rights of the public and of any governmental unit to any road, street or highway.

ARTICLE IX PARTY WALLS

Section 1. **Applicability.** This Article IX shall apply to each Unit upon which a Residential Dwelling has been constructed or exists that is part of a Two-Family Dwelling or a Multi-Family Dwelling.

Section 2. **Easement for Party Walls.** There is an appurtenant, nonexclusive easement over, under and across that portion of each Unit upon which a Party Wall currently exists in favor of each Co-owner of the adjacent Unit upon which such Party Wall also currently exists or benefits for the use, existence, maintenance, repair, replacement, and reconstruction of such Party Wall. There is an appurtenant, nonexclusive easement over, under and across each Unit upon which a Party Wall currently exists in favor of each Co-owner of any adjacent Unit upon which such Party Wall also currently exists or benefits for access and all other purposes necessary for the use,

maintenance, repair, replacement, and reconstruction of such Party Wall as provided in this Article IX.

Section 3. Use of Party Walls. Each Party Wall may be used by each Co-owner of the Units upon which such Party Wall exists for enclosure and support of the Residential Dwelling of which such Party is a part and all other purposes incidental thereto.

Section 4. Maintenance and Repair. The Co-owners of the Units upon which a Party Wall exists shall equally share and be responsible for the expense of maintaining and repairing the Party Wall (with the exception of the interior surface which shall be maintained exclusively by the Co-owner of the Residential Dwelling in which the interior surface is located) from time to time as is necessary to keep the Party Wall in the same condition as it was at the time it was newly constructed, ordinary wear and tear excepted; provided, however, that if either such Co-owner's negligence or intentional act shall be the sole cause of any damage or injury to the Party Wall, such Co-owner shall bear and be responsible for the entire cost of the maintenance or repair necessary to remedy such damage or injury. If either such Co-owner shall neglect or refuse to pay its share of the cost of maintenance and repairs as provided herein, the other Co-owner shall have the right to repair the Party Wall (including the right to enter upon the other Co-owner's property for such purposes) and collect the other Co-owner's share of the expenses incurred in connection therewith, together with interest at a rate specified by the Board of Directors from the time such funds are expended, and the cost of all reasonable attorneys' fees expended to enforce the terms of this Section.

Section 5. Destruction. If a Party Wall is damaged or destroyed by fire or other casualty, the Co-owners of the Units upon which such Party wall exists (or existed) shall equally share the expense of rebuilding the Party Wall in the same location; provided, however, that if either such Co-owner's negligence or intentional act is the sole cause of damage or destruction to a party Wall, such Co-owner shall bear and be responsible for the entire cost of repair or reconstruction of the Party Wall. If either Co-owner shall neglect or refuse to pay its share of the cost of reconstruction as provided herein, the other Co-owner shall have the right to reconstruct the Party Wall (including the right to enter upon the other Co-owner's property for such purposes) and collect the other Co-owner's share of the expenses incurred in connection therewith, together with interest at a rate specified by the Board of Directors from the time such funds are expended, and the cost of all reasonable attorneys' fees expended to enforce the terms of this Section.

Section 6. Construction. Any improvements erected or constructed which touch or concern a Party Wall shall be erected in such a manner as:

- (a) will impose no undue load or stress of any character upon the Party Wall;
- (b) will comply with all ordinances, codes and regulations of all appropriate government authorities;
- (c) will not impair or otherwise detract from or render the Party Wall less serviceable by the Co-owner of the adjacent Unit;

(d) will not weaken, undermine, soften, or render less secure the soil or strata supporting the Party Wall;

(e) will not result in the Party Wall being subject to the effects of lateral or side strains such as might be occasioned by an attempt to affix weights, machinery or other heavy fixtures to the Party Wall; and

(f) will not result in the complete penetration or perforation of the Party Wall by bolts, nails, screws or other similar objects.

Section 7. **General.** Except as expressly modified by the provisions of this Article and to the extent not inconsistent with the provisions of this Article, the Master Deed, or the Bylaws, the general rules of law applicable to Party Walls in the State of Michigan shall apply to each Party Wall.

ARTICLE X ARBITRATION

Section 1. **Arbitration.** Arbitration of disputes, claims and grievances arising out of or relating to the interpretation of the application of the condominium documents or arising out of disputes among or between co-owners shall be submitted to arbitration and the parties to the dispute, claim, or grievance shall accept the arbitrator's decision as final and binding, upon the election and written consent of the parties to the disputes, claims, or grievances and upon written notice to the association. The commercial arbitration rules of the American arbitration association are applicable to any such arbitration. In the absence of the election and written consent of the parties under this Article X, neither a co-owner nor the association is prohibited from petitioning a court of competent jurisdiction to resolve any dispute, claim or grievance. The election by the parties to submit any dispute, claim, or grievance to arbitration prohibits the parties from petitioning the courts regarding that dispute, claim, or grievance.

ARTICLE XI AMENDMENTS

This Amended and Restated Consolidating Master Deed and any Exhibit hereto may be amended as provided in the Condominium Act in the following manner:

Section 1. **Co-owner Approval.** Except as otherwise provided and subject to Section 2 below, the Association may make and record amendments to this Amended and Restated Consolidating Master Deed, the Amended and Restated Consolidating Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3) of the Co-owners entitled to vote as of the record date for such vote, which will be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

Section 2. **Mortgagee Consent.** Whenever a proposed amendment would materially alter or change the rights of mortgagees as defined in MCL 559.190a(9) of the Condominium Act, such amendment will require the consent of not less than two-thirds (2/3) of all first mortgagees of

record. A mortgagee will have one vote for each mortgage held. Mortgagee approval will be solicited in accordance with MCL 559.190a of the Condominium Act.

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article XI, the method or formula used to determine the Percentages of Value of Units in the Condominium, as described in Article VI, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act, as amended. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with MCL 559.150 of the Condominium Act. Units may be consolidated as provided in MCL 559.148 of the Condominium Act. Common Elements can be assigned and re-assigned only in accordance with MCL 559.139 of the Condominium Act.

Section 4. Termination, Vacation, Revocation and Abandonment. The Condominium may be terminated, vacated, revoked or abandoned with the written consent of eighty percent (80%) of the Co-owners and otherwise allowed by law.

ARTICLE XII ENVIRONMENTAL RESERVATIONS, COVENANTS, RESTRICTIONS, AND NOTICES

The following reservations, covenants, restrictions, and notices are contained in the deed from the United States of America to the Charter Township of Oscoda, recorded in Liber 621, Pages 245-255, Iosco County Records, (referred to herein as the "Deed"). These reservations, covenants, restrictions, and notices shall run with the land and are binding upon all subsequent grantees of the property until removed. The land which is affected by these reservations, covenants, restrictions, and notices is legally described in the Deed and affects Units 402 through 759 and the Common Elements located on said land including the RV Parking and Storage Area, and also includes those other Units and Common Elements in the Condominium Project which are subject to similar reservations, covenants, restrictions, and notices as set forth in the prior deeds referred to in Article VIII Section 11 of this Amended and Restated Consolidating Master Deed.

These reservations, covenants, restrictions, and notices will be binding upon all Co-owners as Grantees. Should a Co-owner sell his Unit, the Co-owner will have the required disclosure obligations as the Grantor under State and Federal law. As used in the "Reservations" and "Covenants" sections below, the "Grantor" means the United States of America, and the "Grantee" would include the following: Charter Township of Oscoda; the Developer; Michigan Oscoda Limited Partnership; the Association, The Villages of Oscoda Owners' Association; and Co-owners.

Section 1. Reservations.

A. Reserving unto the Grantor, including the United States Environmental Protection Agency ("EPA") and the State of Michigan (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access

to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor), upon reasonable notice, whenever possible, to the Grantee or any authorized occupant of the Property and by the most direct route, using best efforts to minimize interference with lawful activities on the Property, for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program (“IRP”) of the Grantor or the Federal Facility Agreement (“FFA”), if applicable:

- (1) To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.
- (2) To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP of the FFA, if applicable.
- (3) To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.
- (4) To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant of the Grantor in Article VIII of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

Section 2. Covenants.

A. Lead-Based Paint (“LBP”).

(1) The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. The Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X), of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978. This disclosure includes the receipt of available records and reports pertaining to LBP and/or LBP hazards; receipt of the lead hazard information pamphlet; and inclusion of the 24 C.F.R. Part 35, Subpart H, and 40 C.F.R. Part 745, Subpart F, and disclosure and lead warning language in the Title X Lead-Based Paint Disclosure Statement in the contract of sale.

(2) The Grantee covenants and agrees that, in any improvements on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in accordance with Title X before use of such improvements as a residential dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. “Target housing” means any housing constructed prior to

1978, except housing for the elderly or persons with disabilities (unless any child who is less than six (6) years of age resides, or is expected to reside, in such housing), any zero-bedroom dwelling, and any facility for the common use by children over six (6) years of age.

(3) The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable Federal, State, and local laws relating to LBP. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. Asbestos-Containing Materials (“ACM”). The Grantee is warned that the Property may be improved with buildings, facilities, and equipment that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

C. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes (the foregoing exceptions shall not be construed so as to permit the rental of a room or rooms if otherwise prohibited nor shall they be construed so as to permit the violation of any other applicable statutory or contractual obligation). The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

D. Grantor Covenant.

(1) Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620(h)(3)), the following is notice of hazardous substances on the Property and the description of remedial action taken concerning the Property:

The Grantor has made a complete search of its files and records. Exhibit 8 attached to the Deed contains a table with the name of hazardous substances

stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of, on the Property; and the date(s) that such storage, release, or disposal took place.

(2) The Grantor warrants to the Grantee that any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed shall be conducted by the Grantor. The foregoing covenant shall not apply in any case in which the grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property.

(3) The Grantee does not assume any liability or responsibility for environmental impacts and damage caused by the use of toxic or hazardous wastes, substances or materials on the Property by the Grantor. The Grantee has no obligation to undertake the defense of any claim or action, whether in existence now or brought in the future, solely arising out of the use of or release of any toxic or hazardous wastes, substances, or materials on or from any part of the Property prior to the first day the Grantee occupied or used any portion of the Property under any instrument entered into with the Grantor. Further, the Grantee has no obligation to undertake environmental response, remediation, or cleanup relating to such use or release.

(a) For the purposes of this provision, “defense” and “any environmental response, remediation, or cleanup” include liability and responsibility for the costs of damage, penalties, legal and investigative services relating to such use or release.

(b) This provision does not relieve the Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

(c) The Grantee is given notice of Section 330 of the National Defense Authorization Act, 1993, Pub. L. No. 102-484, as amended (10 U.S.C. § 2687 note), entitled “Indemnification of Transferees of Closing Defense Property.” In taking all remedial actions necessary to protect human health and the environment with respect to, and arising solely from, its use or release of any toxic or hazardous wastes, substances, or materials on or from any part of the EDC Premises, the Air Force will comply with Section 120 of CERCLA entitled “Federal facilities.”

E. **Hazards to Air Navigation.** Prior to commencing any construction on, or alteration of, the Property where such structures would exceed 700 feet above mean sea

level in height, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled “Objects Affecting Navigable Air Space,” or under the authority of the Federal Aviation Act of 1958, as amended.

F. Early Transfer Covenants.

(1) The Grantee covenants not to extract, use, consume, or grant permission to extract, use, or consume, any water from the aquifer below the surface of the ground within the boundary of the Property for the purpose of human consumption unless such groundwater has been tested and meets all standards for human consumption, and unless the Grantee shall first have obtained the prior written approval of Michigan Department of Environmental Quality, or its successor in function. Unless and until both conditions in the foregoing sentence have been satisfied, all water used with the Property for any purpose must be obtained from a potable water source. The Grantee shall bear all costs associated with obtaining use of such water, including the costs of studies, analysis, or remediation, without any cost whatsoever to the Grantor.

(2) The Grantee covenants not to engage in any activities that will disrupt required remedial investigation, response actions, or oversight activities, should any be required on the Property. The Grantor agrees to coordinate its remediation activities with any construction schedule of the Grantee so as not to disrupt such schedule unreasonably.

(3) In the event that the Grantee disposes of title to, or interest in, all or any part of the Property prior to remediation being completed by the Grantor, the Grantee shall include in the instrument evidencing such title or interest a provision requiring the transferee to comply with this Early Transfer Covenants and all other applicable obligations of the Grantee under this Deed.

(4) Until such time as Comprehensive Environmental Response, Compensation and Liability Act “CERCLA” Areas of Concern “AOC” (which AOC are located within the Condominium Project and affect Units 402 through 759 with elements thereof depicted on the Condominium Subdivision Plan, Exhibit B hereto) shall have been closed, all activities within these Areas of Concern will be subject to the following:

(a) Developer and its transferees will give the United States Air Force written notice of all proposals for any work within any AOC that will involve excavation more than ten (10) feet below the surface of the land or which may impede or impair any groundwater testing or remedial systems. The notice shall be accompanied by a detailed written description of proposed alternations.

(b) The United States Air Force review process for such proposals will be completed within twenty (20) days of receipt of notice and

a complete description of the planned work. In the event problems are detected during the review or additional information is required, the United States Air Force will promptly notify Developer or its transferee. Any additional information needed by the United States Air Force to complete its review will be delivered upon receipt of any such United States Air Force request, and the United States Air Force time for approval will be extended by the number of days elapsed between the date of the United States Air Force request and the date of actual delivery of additional information. Developer and its transferees will not proceed with any such work until it has received written notice from the United States Air Force of its approval of the proposed work. Approval will not be unreasonably withheld.

(c) Access to the AOC will be restricted to personnel necessary to the conduct of approved work.

(d) Until the AOC has been closed, Developer and its transferees shall insert subsections F.(4)(a)-(c) above into any sales contract for the Property or any part thereof, and they further shall require their buyer or buyers to insert the same provision in any such contracts they may enter into as sellers.

G. Each covenant of this Deed shall be deemed to touch and concern the land and shall run with the land.

H. The State of Michigan is granted the right, at its option, to enforce at law or in equity all applicable portions of this Deed, including, but not limited to, the Early Transfer Covenants and the provisions of this Section 2, which are intended to safeguard and protect environmental remedies.

I. The Grantee shall serve written notice on the Michigan Department of Environmental Quality of its intent to dispose of title to, or interest in, all or any part of the Property at least fourteen (14) days prior to making such disposition.

Section 3. **RV Parking and Storage Area.**

The RV Parking and Storage Area is subject to extensive reservations, restrictions, covenants, conditions, and notices (hereinafter referred to as "Restrictions and Covenants") imposed by the United States Air Force, Michigan Department of Environmental Quality, the United States Environmental Protection Agency (EPA), and the State of Michigan. These Restrictions and Covenants are specifically set forth in the Quit Claim Deed from the Charter Township of Oscoda to Michigan Oscoda Limited Partnership dated March 8, 2004, recorded in Liber 791, Pages 594-642, Iosco County Records, and rerecorded in Liber 792, Pages 474-524, Iosco County Records (hereinafter referred to as "Quit Claim Deed"). The terms of said Quit Claim Deed, including the Restrictions and Covenants contained in Attachments A, B, C, D, and E to the Quit Claim Deed shall inure to the benefit of and shall be binding upon the Association and all Co-owners, their successors and assigns. No use or occupation of the RV Parking and Storage Area by

the Association or the Co-owners, their successors or assigns, shall be made or undertaken that would violate any of the Restrictions and Covenants contained in said Quit Claim Deed or its Attachments A, B, C, D, and E. The Association requested that the Developer acquire the property where the RV Parking and Storage Area is located and incorporate said property into the Condominium Project. The Developer conveyed the RV Parking and Storage Area to the Condominium Project in an “as is where is” condition, which is the same condition as conveyed to the Developer. Additionally, the Association agreed in writing to indemnify the Developer from any injury or damages arising out of any claim, suit, action, or proceeding brought by any party or any loss, cost, damages, attorney fees and expense of every kind and nature which may result from the RV Parking and Storage Area. The Association will be responsible for compliance with all of the Restrictions and Covenants contained in the Quit Claim Deed and its Attachments A, B, C, D, and E and Developer shall have no ongoing or further responsibility therefore.

**ARTICLE XIII
CONFLICTING PROVISIONS**

In the event that any provision of this Amended and Restated Consolidating Master Deed conflicts with the Act, the Act shall control. In the event that any provision of this Amended and Restated Consolidating Master Deed conflicts with any provision of the Amended and Restated Consolidating Bylaws, the Condominium Subdivision Plan, the Articles of Incorporation and any Rules and Regulations, the following order of priority controls:

1. Amended and Restated Consolidating Master Deed
2. Condominium Subdivision Plan
3. Amended and Restated Articles of Incorporation
4. Amended and Restated Consolidating Bylaws
5. Rules and Regulations

If any provision of this Amended and Restated Consolidating Master Deed is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the Amended and Restated Consolidating Master Deed will be severable and remain in effect.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

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

The Villages of Oscoda Owners' Association, a Michigan nonprofit corporation

By: _____
Name:
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this _____ day of _____, 20__, the foregoing Amended and Restated Consolidating Master Deed was acknowledged before me by _____, President of The Villages of Oscoda Owners' Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

Notary Public,
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Drafted by and when recorded, return to:
Matthew W. Heron
HIRZEL LAW, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335