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Liber 1350 Page 320

SBC. 135 ACT 206, 1893, as Amended - Sec. C.L. 1929) Date Jan 5, 2006
I hereby certify that there are no tax liens of titles held by the state on the lands
Described below, and that there are No tax liens or titles held by individuals
on said lands for five years proceeding 1 day Jan 2006 and that the
taxes for said period of five years are paid.
This certificate does not apply to taxes if any now in process of collection by
township, city or Village collecting officers.
ST. Joseph County Treasurer Mary Sue Lopez

**ISLAND HILLS PHASE II CONDOMINIUM,
a Site Condominium**

MASTER DEED

(Act 59, Public Act of 1978, as amended)

75-012-032-001-01 75-012-032-197-00 75-012-032-001-96
75-012-032-001-48 75-012-032-001-67 75-012-032-001-94
75-012-032-001-87 (Correct) 75-012-032-001-001-93
75-012-032-001-78 75-012-032-001-62 75-012-032-001-92
75-012-032-001-76 75-012-032-001-97

42

TABLE OF CONTENTS

Recitals..... 1

Article I – Title and Nature 1

Article II – Legal Description 2

Article III – Definitions..... 5

Article IV – Common Elements..... 7

 A. General Common Elements 7

 1. Roads and Public Areas 7

 2. Electrical 7

 3. Exterior Lighting..... 7

 4. Telephone..... 7

 5. Gas 7

 6. Storm Sewer..... 7

 7. Signs..... 7

 8. Cable Televisions/Broadband 7

 9. Other 7

 10. Maintenance and Repair of General Common Elements..... 8

 11. Municipal Utilities 8

 B. Limited Common Elements 8

 1. Utilities..... 8

 2. Miscellaneous 8

 3. Maintenance and Repair of Limited Common Elements..... 8

 C. Units..... 9

 1. Description of Units..... 9

 2. Maintenance and Repair of Units..... 9

 D. Modification of Unit or Common Elements by Co-Owner 9

 E. Abuse by Co-Owner..... 11

 F. Alterations..... 11

 G. Developer’s Rights..... 12

Article V –Percentage of Value of Units 12

 A. Percentage of Value 12

 B. Amendment..... 14

Article VI – Contraction of Condominium 14

Article VII – Expansion of Condominium..... 16

- A. Area of Future Development..... 16
- B. Increase in Number of Units..... 16
- C. Expansion Not Mandatory..... 16
- D. Amendments to the Master Deed and Modification of Percentages of Value 16
- E. Redefinition of Common Elements 17
- F. Consolidating Master Deed 17
- G. Consent of Interested Persons 17
- H. Expansion Time Period..... 18

Article VIII – Easements..... 18

- A. Easements for Encroachments on Other Units or Common Elements..... 18
- B. Easements for Utilities 18
- C. Structural Easements..... 18
- D. Right of Association to Grant Easements 18
- E. Easements and Other Rights Retained by the Developer..... 19
 - 1. Road Easements 19
 - 2. Utility Easements 19
 - 3. Use of Facilities 20
- F. Telecommunications Easements 20
- G. Specific Easements..... 20
- H. Termination of Easements..... 21

Article IX – Amendment of Condominium Documents..... 21

Article X – Termination of the Condominium Project 26

Article XI – Assignment of Developer’s Rights 27

Article XII – Subdivision of a Unit by Developer 27

This Master Deed is made and executed on this 3rd of January, 2006, by Pheasant Ridge Development Company, Inc., a Michigan corporation, hereinafter referred to as the "Developer," whose address is 54560 County Road 17, Elkhart, Indiana 46516, pursuant to the provisions of the Michigan Condominium Act, as amended (the "Act").

RECITALS:

A. The Developer desires by recording this Master Deed together with the Condominium Bylaws attached hereto as **Exhibit A**, and together with the Condominium Subdivision Plan attached hereto as **Exhibit B** (both of which are hereby incorporated by reference and made a part hereof) to establish the real property, described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a condominium project under the provisions of the Act, which provisions shall be incorporated into this Master Deed and, where applicable, shall control all rights of all Co-Owners and occupants of the Condominium.

B. The Developer, by executing and recording this Master Deed, establishes the Island Hills Phase II Condominium as a condominium under the Act and declares that the Island Hills Phase II Condominium (sometimes hereinafter referred to as the "Condominium") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and **Exhibits A and B** hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium is a 50-unit site condominium which shall be known as the Island Hills Phase II Condominium (sometimes "Condominium Project" or "Condominium"). The engineering and architectural plans and specifications for the Condominium shall be filed with the Township of Nottawa, County of St. Joseph, and State of Michigan. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as **Exhibit B** hereto. Each individual Unit has been created as a building site for single family residential use and each Unit is capable of individual utilization on account of having its own access to the Common Elements of the Condominium. Each Co-Owner in the Condominium shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share the General Common Elements, as designated by the Master Deed, with other Co-Owners of the Condominium.

All of the provisions, covenants, conditions, restrictions, uses, limitations, and obligations set forth in this Master Deed, including **Exhibit A** and **Exhibit B** attached to this Master Deed, shall run with the land included in the Condominium Project and shall benefit the Developer, its successors and assigns, and all persons inquiring or owning an interest in the Condominium Project, or in the real property dedicated to the Condominium Project, and their grantees, successors, assigns, heirs, and personal representatives.

Notwithstanding anything in this Master Deed to the contrary, or any of the other Condominium Documents to the contrary, if any provisions of the Master Deed or other Condominium Documents are contradicted or amended by the Act, then the Act shall prevail. None of the Condominium Documents are intended to contravene the Act, but Developer encourages each potential Co-Owner to hire an attorney to review all of the Condominium Documents and the Act to see if any such contradictions exist.

ARTICLE II

LEGAL DESCRIPTION

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

Premises located in the Township of Nottawa, St. Joseph County, Michigan, described as follows:

Condominium Description:

All that part of the Northeast $\frac{1}{4}$ of Section 32, Town 6 South, Range 10 West, Nottawa Township, St. Joseph County, Michigan, described as follows:

Commencing at the Northeast corner of said Section 32 and running thence North $89^{\circ}31'34''$ West, along the section line as monumented, 379.53 feet; thence Southerly, along the Westerly line of Raintree Boulevard, along a 626.27 foot radius curve to the left, having a delta angle of $41^{\circ}15'09''$ and an arc length of 450.91 feet (Chord = South $04^{\circ}44'31''$ West 441.23 feet) to the point of beginning of this description; thence Southerly, along said Raintree Boulevard, along the following three courses: thence Southerly, along a 626.27 foot radius curve to the left, having a delta angle of $08^{\circ}38'21''$ and an arc length of 94.43 feet (Chord = South $20^{\circ}12'14''$ East 94.34 feet); thence Southerly, along a 433.00 foot radius curve to the right, having a delta angle of $54^{\circ}40'30''$ and an arc length of 413.19 feet (Chord = South $02^{\circ}56'12''$ West 397.69 feet); thence South $30^{\circ}17'18''$ West 736.56 feet; thence North $59^{\circ}43'13''$ West 200.00 feet; thence North $30^{\circ}17'18''$ East 566.74 feet; thence North $00^{\circ}28'29''$ East 161.52 feet; thence North $89^{\circ}31'31''$ West, along the South right-of-way line of proposed Brookstone Drive, 40.00 feet; thence South $00^{\circ}28'29''$ West 150.87 feet;

thence South 30°18'01" West 193.86 feet; thence South 61°21'08" West 246.80 feet; thence South 70°46'38" West 138.89 feet; thence North 89°31'31" West 482.71 feet; thence North 40°57'58" West 203.15 feet; thence North 49°02'02" East 202.70 feet; thence Northwesterly, along the Westerly right-of-way line of proposed Hidden River Drive, along a 346.00 foot radius curve to the right, having a delta angle of 07°10'04" and an arc length of 43.29 feet (Chord = North 44°32'44" West 43.26 feet); thence North 40°57'58" West, along said proposed Hidden River Drive, 56.48 feet; thence South 49°02'02" West 200.00 feet; thence North 40°57'58" West 404.11 feet; thence North 50°22'44" East 200.07 feet; thence Northwesterly, along the Westerly right-of-way line of Hidden River Drive, along a 933.00 foot radius curve to the right, having a delta angle of 05°47'10" and an arc length of 94.22 feet (Chord = North 37°46'26" West 94.18 feet); thence South 59°23'49" West 208.66 feet; thence North 40°57'58" West 126.15 feet; thence North 27°35'04" West 154.30 feet; thence North 00°16'47" East 112.27 feet; thence North 49°08'12" East 189.81 feet; thence North 83°33'02" East 252.14 feet; thence South 42°02'42" East 504.45 feet; thence South 89°31'31" East 900.00 feet; thence South 00°28'29" West 200.00 feet; thence South 89°31'31" East, along the North right-of-way line of Brookstone Drive, 40.00 feet; thence North 00°28'29" East 200.00 feet; thence South 89°31'31" East 20.00 feet; thence North 00°28'29" East 106.00 feet; thence South 89°31'31" East 221.74 feet to the point of beginning.

Excepting therefrom:

Commencing at the North ¼ corner of said Section 32 and running thence South 00°19'27" West, along the North-South ¼ line, 330.80 feet; thence South 89°40'33" East, at right angles to said ¼ line, 322.35 feet; thence North 49°08'12" East 189.81 feet; thence North 83°33'02" East 252.14 feet; thence South 42°02'42" East 504.45 feet; thence South 89°31'31" East 285.54 feet; thence South 00°28'29" West 266.00 feet to the point of beginning of this exception; thence South 89°31'31" East, along the South line of Brookstone Drive, 100.00 feet; thence South 00°28'29" West 220.00 feet; thence North 89°31'31" West, along the North line of Hidden River Drive, 100.00 feet, thence North 00°28'29" East 220.00 feet to the point of beginning.

This parcel contains 29.816 acres, more or less.

Area of Future Development Description (Need Not Be Built):

North Area:

All that part of the Southeast ¼ of Section 29 and the Northeast ¼ of Section 32 and the Southeast ¼ of Section 32, Town 6 South, Range 10 West, Nottawa Township, St. Joseph County, Michigan, described as follows:

Commencing at the Northeast Corner of Section 32 and running thence North 89°31'34" West, along the section line as monumented, 379.53 feet to the West line of Raintree Boulevard, which is the

point of beginning of this description; the boundary runs thence Southerly, along said Boulevard, along a 626.27 foot radius curve to the left, an arc distance of 450.91 feet (Chord = South 04°44'31" West 441.23 feet) to the Northeast corner of proposed Unit 48 of the current phase of "Island Hills Phase II;" thence North 89°31'31" West 221.74 feet to the Northwest corner of said Unit 48; thence North 00°28'29" East 304.00 feet; thence North 89°31'31" West 712.00 feet; thence North 64°37'51" West 783.92 feet; thence North 89°31'33" West 595.85 feet; thence North 00°06'37" West, along the North-South ¼ line of Section 29, a distance of 469.05 feet; thence South 89°31'41" East, along the North line of the South ½ of the Southwest ¼ of the Southeast ¼ of Section 29, a distance of 1327.39 feet; thence South 00°03'01" West, along the East line of the South ½ of the Southwest ¼ of the Southeast ¼ of Section 29, a distance of 331.55 feet; thence South 89°31'37" East 1319.03 feet to the West line of Findley Road; thence South 12°06'15" East, along the West line of Findley Road, 0.84 feet to the West line of Raintree Boulevard; thence Southwesterly, along the West line of Raintree Boulevard, along a 626.27 foot radius curve to the left, an arc distance of 510.89 feet (Chord = South 48°44'18" West 496.84 feet) to the point of beginning.

South Area:

Also: Commencing at the Northeast corner of Section 32 and running thence North 89°31'34" West, along the section line as monumented, 379.53 feet to the West line of Raintree Boulevard; thence Southwesterly and Southeasterly, along said West line, along a 626.27 foot radius curve to the left, an arc distance of 545.34 feet (Chord = South 00°25'21" West 528.27 feet); thence Southeasterly and Southwesterly, along said boulevard, along a 433.00 foot radius curve to the right, an arc distance of 413.19 feet (Chord = South 02°56'12" West 397.69 feet); thence South 30°17'18" West, along said Boulevard, 736.56 feet to the Southerly most corner of proposed Unit 97 of the current phase of "Island Hills Phase II," which is the point of beginning of this description; the boundary runs thence along the West line of Raintree Boulevard, along the following 5 courses: South 30°17'18" West 33.05 feet, Southwesterly, along a 942.00 foot radius curve to the left, an arc distance of 318.95 feet (Chord = South 20°35'40" West 317.42 feet), South 79°06'27" East 34.00 feet, South 10°53'23" West 624.82 feet, Southwesterly, along a 994.00 foot radius curve to the right, an arc distance of 72.78 feet (Chord = South 12°59'56" West 72.76 feet) to the Northeast corner of Unit 125 of "Island Hills" (St. Joseph County Condominium Subdivision No. 5) as recorded in Liber 868, Page 357; thence along the North line of said Unit 125 of "Island Hills," along the following 3 courses: Northwesterly, along a 30.00 foot radius curve to the left, an arc distance of 49.30 feet (Chord = North 31°59'18" West 43.94 feet), North 79°04'15" West 92.44 feet, Northwesterly, along a 285.00 foot radius curve to the right, an arc distance of 66.64 feet (Chord = North 72°22'22" West 66.48 feet) to the Northwest corner of said Unit 125 of "Island Hills;" thence South 24°18'08" West 116.41 feet to the Northwest corner of Unit 126 of "Island Hills;" thence South 38°07'55" West 87.27 feet to the Westerly most corner of said Unit 126 of "Island Hills;" thence North 51°52'05" West 200.15 feet; thence North 39°51'47" West 826.75 feet; thence North 00°16'47" East 180.00 feet; thence South 89°43'13" East 413.00 feet; thence North 68°19'27" East 623.85 feet; thence North 30°17'18"

East 58.60 feet to the Southwest corner of proposed Unit 97 of the current phase of "Island Hills Phase II;" thence South 59°43'13" East 200.00 feet to the point of beginning.

Together with and subject to all easements and restrictions of record, as shown on the Condominium Subdivision Plan attached hereto as **Exhibit B**, and all governmental limitations or as declared and reserved herein.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and **Exhibit A and Exhibit B** hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, combined Condominium Bylaws and Association Bylaws of the Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

B. "Administrator" shall mean the Michigan Department of Consumer and Industry Services, or its successor, which is responsible for the administration of the Act.

C. "Association" shall mean the Island Hills Phase II Condominium Association, a non-profit corporation, organized under Michigan law, of which all Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

D. "Board" shall mean the Board of Directors of the Association.

E. "Bylaws" mean the combined Bylaws governing the Condominium and the Association. Sometimes these Bylaws, which are attached as **Exhibit A** to this Master Deed, may be referred to as "Condominium Bylaws," but the same also govern the activity and rights of the Condominium Association.

F. "Common Elements," where used without modification, shall mean both the general Common Elements and Limited Common Elements described in Article IV hereof.

G. "Condominium" means the Island Hills Phase II Condominium as an approved condominium established in conformity with the provisions of the Act.

H. "Condominium Documents" means and includes this Master Deed and **Exhibits A** and **B** hereto (i.e., the Condominium Bylaws and Condominium Subdivision Plan, respectively), the Articles of Incorporation, the Restrictions (**Exhibit 1** to the Condominium Bylaws), and any other documents or instruments which pertain to the establishment of the Condominium.

I. "Condominium Premises" means and includes the land described in Article II of this Master Deed, and all easements, rights, and appurtenances belonging to the Condominium.

J. "Condominium Subdivision Plan" means **Exhibit B** hereto.

K. "Co-Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who or which owns legal or equitable title to a Unit in the Condominium. The term "Co-Owner" shall include a land contract vendee. The term "Owner," wherever used, shall be synonymous with the term "Co-Owner".

L. "Developer" shall mean Pheasant Ridge Development Company, Inc., which has made and executed this Master Deed, and its successors and assigns.

M. "Percentage of Value" means the percentage assigned to each Condominium Unit in Article V of this Master Deed. The Percentage of Value of all Units shall total one hundred (100%) percent.

N. "Transitional Control Date" means the date on which a Board for the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

O. "Unit or Units" means each Unit in the Condominium as described in this paragraph with reference to the Condominium Subdivision Plan of Island Hills Phase II Condominium, attached hereto as **Exhibit B**. Each Unit shall consist of all that space within the Unit boundaries as shown on **Exhibit B** hereto, together with all appurtenances therein.

Terms not defined in this Master Deed, but defined in the Act, shall carry the meanings given to them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV**COMMON ELEMENTS**

The Common Elements of the Condominium Project described in **Exhibit B** attached to this Master Deed and the respective responsibilities for maintenance, decoration, repair, restoration, renovation, or replacement thereof are as follows:

A. General Common Elements. The General Common Elements and the responsibility for maintenance, repair, and replacement are as follows:

1. Roads and Public Areas. All of the roads, boulevards, structures, and all other areas designated as General Common Elements on **Exhibit B**. All of the roads within the Condominium shall be private roads unless amended as set forth herein.

2. Electrical. The electrical improvements, wiring, appurtenances, and network (the "Electrical Network") installed throughout the Project up to the boundaries of the Unit.

3. Exterior Lighting. The exterior lighting system throughout the Project, including all electrical transmission lines, lighting fixtures, and related equipment, and whether or not located within a Unit.

4. Telephone. The telephone improvements, wiring, appurtenances, and network (the "Telephone Network") installed throughout the Project up to the boundaries of the Unit.

5. Gas. The gas delivery improvements, appurtenances, and network (the "Gas Network") located throughout the Project up to the boundaries of the Unit.

6. Storm Sewer. The storm drainage system throughout the Project, whether or not located within a Unit.

7. Signs. Project signs, if any, located on the Condominium.

8. Cable Television/Broadband. The cable television, broadband, and/or internet transmission system (the "Cable Network"), if any, located throughout the Project, up to the boundaries of the Unit.

9. Other. Such other Common Elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

10. Maintenance and Repair of General Common Elements. The responsibility for maintenance, repair, and replacement of any and all General Common Elements shall be the responsibility of the Association, unless the need for maintenance, repair, or replacement is due to the act or neglect of a Co-owner or its agents, guests, or invitees, in which case such Co-owner shall be wholly responsible. In addition to the foregoing, any common expenses incurred by the Association which are associated with the maintenance, repair, renovation, restoration, or replacement of a Limited Common Element shall be specially assessed against the Condominium Unit to which that Common Element was assigned at the time the expenses were incurred. If the Limited Common Element involved was assigned to more than one (1) Condominium Unit, the expenses shall be specially assessed against each of the Units in a percentage relative to the percentage of value for each affected Unit.

11. Municipal Utilities. Some or all of the utility lines, systems (including mains and service leads), and equipment and the telecommunications system may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems, and equipment and the telecommunications system shall be General Common Elements only to the extent of the Co-Owner's interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. Limited Common Elements. The Limited Common Elements and the responsibility for maintenance, repair and replacement are as follows:

1. Utilities. The Electrical Network, Telephone Network, Gas Network, and Cable Network located within the Unit boundaries (including in the residences) shall be Limited Common Elements, except for the portion of the utilities, if any, which are located within the utility easement areas located on some or all Units, in which case that portion within the easement area shall be a General Common Element or repaired by the utility company.

2. Miscellaneous. All other areas shown as Limited Common Elements on **Exhibit B**, or those other Common Elements which are undefined herein, but which are intended to serve a particular Unit, or Units, and not designed for common use or necessary to the existence, upkeep and safety of the Project. If there are any questions about whether an item is a General Common Element or Limited Common Element, the Developer or Association shall decide the same.

3. Maintenance and Repair of Limited Common Elements. The responsibility and cost of maintenance, repair, and replacement of any and all Limited Common Elements shall be borne by the Co-owner of the Unit to which such Limited Common Element appertains, unless otherwise set forth herein.

C. Units.

1. Description of Units. Each Unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as **Exhibit B**. Each Unit shall consist of the land contained within the Unit boundaries, as shown on **Exhibit B**. As set forth on **Exhibit B**, there shall be a total of fifty (50) Units in the Condominium.

2. Maintenance and Repair of the Units. Each Co-Owner shall be responsible for the maintenance, repair, and replacement of all improvements, structures, and other items within the Unit, except to the extent the same are General Common Elements. The same shall include, but not be limited to, all interior and exterior home care, mowing, lawn care, landscaping, snow plowing, de-icing, and the repair of any concrete or asphalt within a Unit. Each Co-Owner shall also maintain, repair, and replace all of the Limited Common Elements located within the Unit.

If any Co-Owner fails to maintain or repair any part of his Unit or the Limited Common Elements in the manner required to be maintained and repaired by such Unit Owner, then the Association, in its sole discretion, may maintain or repair the Co-Owner's Unit and Limited Common Elements, provided reasonable time has elapsed after written notice of the necessity of such maintenance or repair has been delivered by the Association to the Co-Owner (and not less than 20 days, except in the case of an emergency when no notice shall be required), and the Association may also levy a special assessment against the Co-Owner's Unit for the cost of said maintenance or repair and cause such repairs or maintenance to be made.

D. Modification of Unit or Common Elements by Co-Owner.

1. A Co-Owner may make improvements or modifications to the Co-Owner's Condominium Unit, including improvements or modifications to Common Elements and to the route from the public way to the door of the Co-Owner's Condominium Unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the Unit, or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the Unit. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Project. The Co-Owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions in the Condominium Documents, but shall comply with all applicable state and local building code requirements and health and

safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

2. An improvement or modification allowed by this subsection D that affects the exterior of the Condominium Unit shall not unreasonably prevent passage by other residents of the Condominium Project. A Co-Owner who has made exterior improvements or modifications allowed by this subsection D shall notify the Association of Co-Owners in writing of the Co-Owner's intention to convey or lease his or her Condominium Unit to another at least thirty (30) days before the conveyance or lease. Not more than thirty (30) days after receiving a notice from a Co-Owner under subsection D, the Association of Co-Owners may require the Co-Owner to remove the improvement or modification at the Co-Owner's expense. If the Co-Owner fails to give timely notice of a conveyance or lease, the Association of Co-Owners at any time may remove or require the Co-Owner to remove the improvement or modification at the Co-Owner's expense. However, the Association of Co-Owners may not remove or require the removal of an improvement or modification if a Co-Owner intends to resume residing in the Unit within twelve (12) months or a Co-Owner conveys or leases the Unit to a person with disabilities who needs the same type of improvement or modification or who has a person residing with him or her who requires the same type of improvement or modification.

3. If a Co-Owner makes an exterior improvement or modification allowed under this subsection, the Co-Owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state and naming the Association of Co-Owners as an additional insured, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Co-Owner is not liable for acts or omissions of the Association of Co-Owners with respect to the exterior improvement or modification and is not required to maintain liability insurance with respect to any Common Element. The Association of Co-Owners is responsible for maintenance, repair, and replacement of the improvement or modification only to the extent of the cost currently incurred by the Association of Co-Owners for maintenance, replacement, and repair of the Common Elements covered or replaced by the improvement or modification. All costs of maintenance, repair, and replacement of the improvement or modification exceeding that currently incurred by the Association of Co-Owners for maintenance, repair, and replacement of the Common Elements covered or replaced by the improvement or modification shall be assessed to and paid by the Co-Owner or the Unit serviced by the improvement or modification.

4. Before an improvement or modification allowed by this subsection is made, the Co-Owner shall submit plans and specifications for the improvements or modifications to the Association of Co-Owners for review and approval. The Association of Co-Owners shall

determine whether the proposed improvement or modification substantially conforms to the requirements of this subsection and shall not deny a proposed improvement or modification without good cause. If the Association of Co-Owners denies a proposed improvement or modification, the Association of Co-Owners shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this subsection and shall deliver that list to the Co-Owner. The Association of Co-Owners shall approve or deny the proposed improvement or modification not later than sixty (60) days after the plans and specifications are submitted by the Co-Owner proposing the improvement or modification to the Association of Co-Owners. If the Association of Co-Owners does not approve or deny submitted plans and specifications within the sixty (60) day period, the Co-Owner may make the proposed improvement or modification without the approval of the Association of Co-Owners. A Co-Owner may bring an action against the Association of Co-Owners and the officers and directors to compel those persons to comply with this subsection if the Co-Owner disagrees with a denial by the Association of Co-Owners of the Co-Owner's proposed improvement or modification.

5. As used in this subsection, "person with disabilities" means that term as defined in Section 2 of the State Construction Code Act of 1972, 1972 PA 230, MCL §125.1502.

6. A Co-Owner shall not make structural modifications or alterations to his Unit or the Common Elements, nor shall he make any decorations or modifications which alter the exterior appearance of the improvements or structures constructed on his Unit without previously notifying the Association and complying with the Restrictions and any subsequent rules and regulations governing the Condominium.

E. Abuse by Co-Owner. No Co-Owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with, or impair the rights of, any other Co-Owner in the use and enjoyment of his Unit or the Common Elements or interfere with the right of the Developer and/or the Association to repair and maintain the General Common Elements, Limited Common Elements, or take any other rights hereunder.

F. Alterations. Until the Developer has conveyed title to all of the Units that may be created in the Condominium Project, it may, in its discretion and without the consent of any other person, (1) modify the dimensions of unsold Units, the General Common Elements, and Limited Common Elements appurtenant to any Unit, by enlargement, combination, division, or reduction in size, and (2) make such structural alterations as it deems necessary or appropriate to any unsold Units or Common Elements. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the appearance of the Condominium Project or the view,

privacy or other significant attribute or amenity of any Unit sold by Developer which adjoins or is proximate to the modified Unit.

G. Developer's Rights. Until Developer has conveyed title to the last unsold Unit owned by the Developer, the Developer has the irrevocable right:

1. To use the Common Elements (both General and Limited) for sales, administrative, rental, or storage purposes, and
2. To use any of the unsold Units for sales (including sales offices), administrative, or management purposes, and
3. To place signs on the Common Elements for sales and promotional purposes.

ARTICLE V

PERCENTAGE OF VALUE OF UNITS

A. Percentage of Value. The percentage of value assigned to each Unit shall be equal. Therefore, each Unit will have a percentage of value two (2%) percent which multiplied by 50 units equals one hundred (100%) percent. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value, and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share in the proceeds and the expenses of administration and the value of such Co-Owner's vote at meetings of the Association. The total value of the Condominium shall always be one hundred (100%) percent. The unit number for the Units in this Condominium is as follows:

Unit No. 48	2%
Unit No. 49	2%
Unit No. 50	2%
Unit No. 51	2%
Unit No. 52	2%
Unit No. 53	2%
Unit No. 54	2%
Unit No. 55	2%
Unit No. 56	2%
Unit No. 57	2%
Unit No. 58	2%
Unit No. 59	2%

Unit No. 60	2%
Unit No. 61	2%
Unit No. 62	2%
Unit No. 63	2%
Unit No. 64	2%
Unit No. 65	2%
Unit No. 66	2%
Unit No. 67	2%
Unit No. 68	2%
Unit No. 70	2%
Unit No. 71	2%
Unit No. 72	2%
Unit No. 73	2%
Unit No. 74	2%
Unit No. 76	2%
Unit No. 77	2%
Unit No. 78	2%
Unit No. 79	2%
Unit No. 80	2%
Unit No. 81	2%
Unit No. 82	2%
Unit No. 83	2%
Unit No. 84	2%
Unit No. 85	2%
Unit No. 86	2%
Unit No. 88	2%
Unit No. 89	2%
Unit No. 90	2%
Unit No. 91	2%
Unit No. 92	2%
Unit No. 93	2%
Unit No. 94	2%
Unit No. 95	2%
Unit No. 96	2%
Unit No. 97	2%
Unit No. 195	2%
Unit No. 196	2%
Unit No. 197	2%

It should be noted that parcels identified as Units 69, 75, and 87 are not part of the Condominium Project. Although these three (3) parcels are not part of the Condominium Project,

there is a utility easement or easements burdening each parcel and, in addition, the owners of these parcels shall have the right to use the utility easements as shown on **Exhibit B** and shall have the right to use the roads which are located within the Condominium Project, but shall not have the corresponding responsibility to pay for maintenance, repair, and replacement of the roads, nor any general or special assessments, nor any other monies for which the Condominium unit Co-Owners are responsible under the Condominium Documents. Provided, however, that if the owners of parcels 69, 75, and 87 cause any damage to the General Common Elements or Limited Common Elements within the Condominium Project, then the Developer or Association shall, if said parties believe it is in the best interest of the Condominium to do so, take action against the owners to remedy the damages caused to such Common Elements. Nothing in this paragraph shall limit the rights of the individual Co-Owners of the Condominium Project.

B. Amendment. If the Condominium Project is contracted or expanded into the future development area shown on **Exhibit B**, then the percentages of value may be readjusted by the Developer in its discretion so long as reasonable recognition is given to the method of original determination of percentages of value for the Project. This percentage of value shall be determinative of the proportionate share of each Unit in the proceeds and expenses of administration, the value of such Unit's vote at meetings of the Association of Co-Owners, and of such Unit's undivided interest in the Common Elements (which is hereby allocated to each Unit). All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing Units which Developer or its successor may solely determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. This power shall be deemed to be coupled with an interest.

ARTICLE VI

CONTRACTION OF CONDOMINIUM

- A. Developer reserves the right, but is not obligated, to contract the Condominium.
- B. There are no restrictions or limitations on Developer's right to contract the Condominium except as stated in this Article VI. The consent of any Co-Owner shall not be required to contract the Condominium. All of the Co-Owners and mortgagees of Units and persons interested or who become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments of this Master Deed to effectuate the contraction and to any reallocation of percentages

of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors (including the Association in time) as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing, and power shall be coupled with an interest. Such amendments may be made without the necessity for re-recording an entire Master Deed or the exhibits thereto, and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium.

C. The Developer's right to contract the Condominium shall expire six (6) years after the initial recording of this Master Deed, except as amended by the Act.

D. The land which may be withdrawn from the Condominium includes all land described in Article II hereof, but does not include the Unit which has been conveyed to a non-developer Co-Owner, and the roadway and Common Elements adjacent to such Unit and such contiguous land thereto as may be necessary to comply with setback and space requirements imposed by any statute, ordinance, or building authority. The land and Units may be withdrawn as one parcel or in separate parcels at different times in any order.

E. Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing percentages of value of Units to preserve a total value of one hundred (100%) percent for the entire Condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in Article V of this Master Deed.

F. Any contraction shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the contraction. At the conclusion of the contraction of the Condominium, a consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded consolidating Master Deed shall be provided to the Association.

G. Notwithstanding Section 33 (MCLA §559.133) of the Act, if the Developer has not completed development and construction of Units or improvements in the Condominium Project that are identified as "need not be built" during a period ending ten (10) years after the date of commencement of construction by the Developer of the Project, the Developer, or its successors or assigns, have the right to withdraw from the project all undeveloped portions of the project not identified as "must be built" without the prior consent of any Co-Owners, mortgagees of Units in the Project, or any other party having an interest in the Project. If the master deed contains provisions permitting the expansion, contraction, or rights of convertibility of units or common elements in the condominium project, then the time period is six (6) years after the date the Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was

exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Project before expiration of the time periods, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-Owner or the Association of Co-Owners may bring an action to require revisions to the percentages of value under Section 95 (MCLA §559.195).

ARTICLE VII

EXPANSION OF CONDOMINIUM

A. Area of Future Development. The Condominium established pursuant to this Master Deed consisting of fifty (50) Units may be expanded under the Act to contain, in its entirety, a maximum of two hundred (200) Units. Additional Units, if any, will be established upon all or some portion or portions of the land described (hereinafter referred to as "area of future development") in Article II of this Master Deed.

B. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer, from time to time, be increased by the addition to this Condominium of all or any portion of the area of future development and the establishment of Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the dwellings and other improvements to be constructed within the area of future development shall be determined by Developer, in its sole discretion. No Unit shall be created within the area of future development, as an addition to this Condominium, that is not restricted exclusively to residential use.

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

D. Amendments to the Master Deed and Modification of Percentages of Value. Expansion of the Condominium shall be given effect by an appropriate amendment or amendments

to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred (100%) percent for the entire Condominium resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer or the Board if Developer no longer has any legal interest in the Condominium. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Condominium.

E. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Condominium by such amendment. In connection with any such amendment(s), the Developer shall have the right to change the nature of any Common Elements previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connections of roadways and utilities that may be located on, or planned for the area of future development, and to provide access to any Unit that is located on, or planned for, the area of future development from the roadways and utilities located in this Condominium.

F. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded, as determined by the Developer, in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

G. Consent of Interested Persons. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium, from time to time, shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the purpose and intent to this Article VII and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer (or the Board as set forth above) as agent and attorney for the purposes of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment(s) may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

H. Expansion Time Period. The Developer's right to expand the Condominium Project shall expire six (6) years after the initial recording of this Master Deed, except as amended by the Act.

ARTICLE VIII

EASEMENTS

A. Easements for Encroachments on Other Units or Common Elements. To the extent that a Condominium Unit or Common Element encroaches on any other Condominium Unit or Common Element, whether by reason of any deviation from the plans and 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 shall exist and allow the owner of the encroaching Unit to undertake all necessary maintenance, repair, or other work as required in the Condominium Documents. This subsection A shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon any Units described in the Master Deed, including any land and/or air space above and/or below said land, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement.

B. Easements for Utilities. The Developer, the Association, and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements, to construct, maintain, repair, or replace all utilities contained within the Condominium Premises. These easements include, without any implication of limitation, the right of the Association to obtain access over Units and all Common Elements, during reasonable hours and upon reasonable notice, to access water meters, sprinkler controls and valves, and other improvements located within any Unit or its appurtenant Limited Common Elements, to the overhead lines on the Condominium Premises, to install gas, electric, telephone, water, and sewer from the roads into all of the Units, to construct, maintain, repair, and replace all storm water facilities, to access all areas of the Condominium Premises, and take all other necessary action and exercise all other rights which the above parties may have under the Condominium Documents.

C. Structural Easements. Every portion of a Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements.

D. Right of Association to Grant Easements. The Association, acting through its lawfully constituted Board (including any Board acting prior to the Transitional Control Date), shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, only to the approval of the Developer so long as the Developer shall own any Unit.

E. Easements and Other Rights Retained by the Developer.

1. Road Easements. In addition to all other rights reserved to it under this Master Deed, the Developer reserves, for the benefit of itself, and its agents, employees, guests, invitees, independent contractors, successors, and assigns, a perpetual easement for the unrestricted use of any roads now or hereafter located in the Condominium for the purpose of (a) ingress to and egress from all or any portion of (i) the Condominium Premises, and (ii) any other land in the vicinity of the Condominium Premises now owned or hereafter acquired by the Developer (including land removed from the Condominium); (b) complying with any governmental regulation, or installing and servicing the roads, utilities, storm water facilities or any future municipal sanitary sewer or water facilities; or (c) for any other lawful purpose. This easement shall burden the Condominium and benefit the Developer, and shall include any other land in the vicinity of the Condominium now owned or hereafter acquired by Developer (and as such land may from time to time be subdivided) in perpetuity. This provision shall not be amended or deleted by any amendment to the Master Deed.

2. Utility Easements. The Developer hereby reserves the right, for the benefit of itself, its successors and assigns, and all future owners of any land acquired by the Developer contiguous thereto or to the Condominium Premises, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend, enlarge, maintain, repair, and replace all utility lines located in the Condominium, including, but not limited to, telephone, water, gas, and storm and sanitary sewer mains. In the event the Developer, or its successors or assigns, thus installs, utilizes, taps, ties into, extends, or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement. The costs of installation, maintenance, repair, and replacement of utility lines shared by the Co-Owners and the owner or owners of any neighboring land shall be proportionately based upon the ratio of the number of residential dwellings located upon the adjoining land which are sharing the utilities to the number the dwellings located in the Condominium using the same.

The Developer reserves the right, at any time prior to the Transitional Control Date, to grant easements for utilities over, under, and across the Condominium Premises to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county, or local governments. Any such easements or transfer of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee, or other person and shall be evidenced by an appropriate amendment to this Master Deed. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to

such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

3. Use of Facilities. The Developer, and its duly authorized agents, representatives, and employees, may maintain offices and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the development and sale of Units in the Condominium. In connection therewith, the Developer shall have full and free access to all General Common Elements and unsold Units.

F. Telecommunications Easements. The Developer, and then beginning on the Transitional Control Date, the Association, acting through its duly constituted Board and subject to the Developer's approval until all Units are sold, shall have the power to grant such easements, licenses, and other rights of entry, use, and access, and to enter into any contract or agreement, including wiring agreements, rights-of-way agreements, access agreements, and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broad band cable, earth antenna, and similar services (collectively "Telecommunications") to any portion of the Condominium or any Unit therein.

Notwithstanding the foregoing, in no event shall the Board enter into any contract or agreement or grant any easement, license of right of entry or do another act or thing which will violate any provision of any federal, state, or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be paid over and shall be the property of the Association and the Association shall otherwise pay for all costs and expenses incurred in bringing any Telecommunications to the Condominium Premises and for the maintenance, repair, and replacement thereof.

G. Specific Easements. The Condominium Project shall also be subject to all easements, conditions, limitations, and building and use restrictions set forth on **Exhibit B** and the title commitment for the Condominium Premises from Patrick Abstract and Title Office, Inc., dated December 6, 2005, File No. ST-25040, including, but not limited to:

1. A 10-foot or 15-foot easement for installation of private and public utilities as shown on **Exhibit B**;
2. Building and Use Restrictions contained in a certain Declaration of Building Restrictions and Covenants dated June 29, 1998 and recorded in the St. Joseph County Register of Deeds at Liber 843, Page 160;

3. Terms and conditions of a Reciprocal Easement Agreement dated June 29, 1998, and recorded in the St. Joseph County Register of Deeds at Liber 843, Page 182;
4. Terms and conditions of a Grant of Easement dated May 27, 1994, and recorded in the St. Joseph County Register of Deeds at Liber 708, Page 21;
5. Terms and conditions of a Cable Television Installation and Wiring Agreement dated June 27, 1989, and recorded in the St. Joseph County Register of Deeds at Liber 586, Page 496;
6. Terms and conditions of an Easement and Right of Way dated August 30, 1999, and recorded in the St. Joseph County Register of Deeds at Liber 906, Page 303;
7. Terms and conditions of an Easement dated August 19, 2003, and recorded in the St. Joseph County Register of Deeds at Liber 1176, Page 836; and
8. All other easements as shown on **Exhibit B**, if any.

H. Termination of Easements. The Developer reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when a utility easement is relocated to coordinate further and future development of the Condominium Project. No easements may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE IX

AMENDMENT OF THE CONDOMINIUM DOCUMENTS

A. Except as herein provided with respect to rights reserved by the Developer, the Condominium Documents may be amended by the Developer or the Association without the consent of all of the Co-Owners and/or mortgagees if the amendment does not materially alter or change the rights of a Co-Owner or mortgagee as determined by the Developer. An amendment which does not materially change the right of a Co-Owner or mortgagee includes, but is not limited to, a modification of the types and sizes of unsold Units and their appurtenant Limited Common Elements. An amendment that does not materially change the rights of a mortgagee further includes, but is not limited to, any change in the Condominium Documents that, in the written opinion of an appropriately licensed real estate appraiser, does not detrimentally change the value of any Unit affected by the change.

