

MASTER DEED

YORK PLACE

(Act 59, Public Acts of 1978, As Amended)

THIS MASTER DEED is made and executed on this _____ day of December, 1999, by York Ridge, Inc., a Michigan corporation, hereinafter referred to as the "Developer", whose office is situated at 5840 N. Canton Center Road, Suite 220, Canton, Michigan 48187, in pursuance of the provisions of the Michigan Condominium Act as amended (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the Township of York, County of Washtenaw, Michigan, and more particularly described as follows:

Beginning at the South 1/4 corner of Section 4, T4S, R6E, York Township, Washtenaw County, Michigan; thence N00°07'48"W 2637.89 feet along the North and South 1/4 line of said Section and the centerline of Fosdick Road to the center of said Section 4; thence N89°54'36"E 1334.08 feet along the East and West 1/4 line of said Section to a point on the East line of the West 1/2 of the Southeast 1/4 of said Section; thence S00°00'57"W 2631.47 feet along said East line to a point on the South line of said Section and the centerline of Willis Road; thence S89°37'58"W 1327.39 feet along said South line and said centerline to the Point of Beginning. Being the West 1/2 of the Southeast 1/4 of Section 4, T4S, R6E, York Township, Washtenaw County, Michigan and containing 80.49 acres of land, more or less. Being subject to the rights of the public over that portion of Willis Road and Fosdick Road as occupied. Also being subject to easements and restrictions of record, if any.

WHEREAS, the Developer desires, by recording this Master Deed, together with the By-Laws 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

Tax Code #: Part of 19-04-400-002

establish the real property, together with the improvements located and to be located thereon and the appurtenances thereto, as a building site project under the provisions of the Act;

NOW, THEREFORE, the Developer does, upon the recording hereof, establish York Place as a building site project under the Act and does declare that York Place (hereinafter referred to as the "Project") shall, after such establishment, be held, conveyed, mortgaged, encumbered, leased, rented, occupied, improved, or in any other manner utilized subject to the provisions of the Act and to the covenants, conditions, easements, 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, personal representatives, and assigns. In furtherance of the establishment of said Project, it is provided as follows:

ARTICLE I

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not in limitation, the Articles of Incorporation and Rules and Regulations of the York Place Homeowners 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 York Place. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- (1) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- (2) "Association" means York Place Homeowners Association, the non-profit corporation organized under Michigan law of which all owners shall be members, which corporation shall administer, operate, manage, and maintain the Project. 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 Project documents or the laws of the State of Michigan.
- (3) "Building envelope" means the portion of each unit within which the owner thereof may construct improvements such as a residence. No structures may be built outside of the building envelope

within each unit as shown on Exhibit "B" attached hereto without the advance written approval of the Association and the Township of York, if applicable.

- (4) "By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The By-Laws shall also constitute the corporate By-Laws of the Association as provided for under the Michigan Non-Profit Corporation Act.
- (5) "Common elements", where used without modification, shall mean both the general and limited common elements described in Article IV hereof.
- (6) "Condominium Subdivision Plan" means Exhibit "B" hereto.
- (7) "Consolidating Master Deed" means the final amended Master Deed which shall describe York Place as a Project and shall reflect the entire land area added to the Project from time to time under Article IX and all units and common elements therein, and which shall express percentages of value pertinent to each unit as finally readjusted. Such Consolidating Master Deed, when recorded in the Office of the Washtenaw County Register of Deeds, shall supersede all previously recorded Master Deeds for York Place.
- (8) "Construction and sales period" means, for the purposes of the Project documents and the rights reserved to the Developer thereunder, the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any unit which it offers for sale or for so long as the Developer is entitled to expand the Project as provided in Article IX hereof, which ever is longer.
- (9) "Developer" means York Ridge, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.
- (10) "Drainage easement" means that portion, if any, of an individual unit or the general common elements that is subject to an easement for storm water drainage and detention purposes granted to the Washtenaw County Drain Commissioner, as shown on Exhibit "B" hereto.
- (11) "First annual meeting" means the initial meeting at which nondeveloper owners are permitted to vote for the election of all Directors and upon all other matters which properly may be

brought before the meeting. Such meeting (i) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units which may be created are sold, and (ii) must be held within (a) 54 months from the date of the first unit conveyance, or (b) 120 days after seventy-five percent (75%) of all units which may be created are sold, whichever occurs first. The maximum number of units that may be added to the Project pursuant to Article IX hereof shall be included in the calculation of the number of units which may be created.

- (12) "Mortgagee" means the individual, financial institution, corporation, partnership, or other entity holding a first mortgage lien on an individual unit in York Place.
- (13) "Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one or more units in the Project, and shall have the same meaning as "co-owner" as defined in the Act. "Owner" shall also include a land contract vendee.
- (14) "Project" means York Place established in conformity with the provisions of the Act and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to York Place as described above.
- (15) "Project documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation and the Rules and Regulations, if any, of the Association.
- (16) "Transitional control date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.
- (17) "Unit" means a single condominium building site in York Place, as described in Article V hereof and in Exhibit "B" hereto, and shall have the same meaning as "condominium unit" as defined in the Act. No unit shall be divided into more than one building site.
- (18) 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 II

TITLE OF PROJECT

The Project shall be known as York Place, Washtenaw County Condominium Subdivision Plan No. _____. The engineering plans for the Project (including architectural plans for all dwellings and other improvements to be constructed therein) were or will be approved by, and are or will be on file with the York Township Building Department. The Project is established in accordance with the Act.

ARTICLE III

NATURE OF PROJECT

The units contained in the Project, 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 unit has been created for residential purposes and each unit is capable of individual utilization on account of having its own access to a public right-of-way or a common element of the Project. Each owner in the Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other owners the common elements of the Project as are designated by this Master Deed.

ARTICLE IV

COMMON ELEMENTS

The common elements of the Project described in Exhibit "B" attached hereto and the respective responsibilities for the maintenance, repair or replacement thereof are as follows:

(1). The general common elements are:

(a) The land described in page one hereof (other than that portion thereof described in Article V below and in Exhibit "B" hereto as constituting the individual building sites), including improvements not located within the boundaries of a unit. Those structures and improvements that now or hereafter are located within the boundaries of a unit shall be owned in their entirety by the owner of the unit in which they are located and shall not, unless otherwise expressly provided in the Project documents, constitute common elements;

(b) The electrical wiring and gas line networks throughout the Project up to the point of lateral connection for unit service;

(c) The telephone, television and telecommunication wiring networks throughout the Project up to the point of lateral connection for unit service;

(d) The storm water drainage and detention easement system throughout the Project;

(e) Easements for all of the aforementioned utility systems that are provided by third parties are hereby dedicated to them for that purpose in the locations as set forth in Exhibit "B" hereto;

(f) Such other elements of the Project not herein designated as general common elements which are not located within the perimeter of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines (including mains and service leads) and equipment described in Article IV, paragraphs (1)(b), (c) and (d) may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

(2). Limited common elements shall be subject to the exclusive use and enjoyment of the owner of the unit or units to which such limited common elements are appurtenant. The owner of each unit shall have easement rights in the nature of a limited common element for the installation, maintenance and replacement of a well into such areas of the general common elements adjacent to each unit as shall be required by the Washtenaw County Health Department. All utilities servicing a unit up to the point of lateral connection with a general common element shall be limited common elements. No additional limited common elements have been designated as such in this Master Deed because there are no additional limited common elements in this phase of the Project and it is not anticipated that any additional limited common elements will be constructed by the Developer anywhere within the Project as it hereafter may be expanded pursuant to Article IX hereof, although the Developer may create limited common elements as provided in such Article. If any additional limited common elements are included in the Project at any time hereafter, they shall be shown on amendments to the Condominium Subdivision Plan.

(3). The respective responsibilities for the maintenance, repair and replacement of the common elements are as follows:

(a) Association Responsibilities. The costs of maintenance, repair and replacement of all general common elements in the Project shall be borne by the Association, including any storm water drainage easement courses and detention easement areas and landscaping installed by the Developer that may be located within the public right-of-way, such as Melbourne Drive, and any landscaping installed by the Developer within the twenty (20) foot wide landscape easements located on Units 1, 29, 30, 34, 35, 36, 41, 42, 43, 45, and 53, as shown on Exhibit "B" attached hereto, subject to any provision of the Project documents expressly to the contrary. Routine maintenance of the storm water facilities must be completed within fourteen (14) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Washtenaw County Drain Commissioner.

(b) Owner Responsibilities. The owners individually privately own their respective wells, septic tanks and drain fields and shall be responsible for the maintenance, repair and replacement of their respective wells, septic tanks, drain fields, and for all maintenance, repair or replacement that (i) is expressly assigned to them by any provision of the Project documents, or (ii) is not expressly assigned to the Association by any provision of the Project documents; but none of the owners shall be responsible individually for maintenance, repair or replacement of any general common elements except as specifically provided in Article VI, Section 14 of the By-Laws. In the event an owner fails to maintain, repair or replace any items for which he is responsible, the Association (and/or the Developer during the construction and sales period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, repair or replace any of such improvements made within a unit, all at the expense of the owner of the unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any owner, shall be assessed against such owner and shall be due and payable within thirty (30) days; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Project documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

(1). Each unit of the Project is described in this paragraph with reference to the Condominium Subdivision Plan of York Place, as a separate building site as surveyed by Washtenaw Engineering Company, Inc., a Michigan corporation, and attached hereto as Exhibit "B". Each unit shall consist of the space contained within the unit building site boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

(2). The percentage value assigned to all units shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the Project and concluding that there are no material differences among the units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each owner's

respective share of the common elements of the Project, the proportionate share of each respective owner in the proceeds and the expenses of administration and the value of such owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

(3). Owners of adjacent units may combine them into one unit in accordance with Section 48 of the Act, subject to the approval of the Developer and the Township of York. The Association shall be responsible for the preparation and recording of any necessary amendment to the Master Deed and the owner or owners making any such change shall reimburse the Association for all expenses it incurs.

ARTICLE VI

RIGHTS OF MORTGAGEES

Notwithstanding any other provision in this Master Deed or the By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holders of first mortgages on at least two-thirds (2/3) of the units of record:

(1) A first mortgagee, at its request, is entitled to written notification from the Association of any default by the owner of such unit in the performance of such owner's obligations under the Project documents which is not cured within sixty (60) days.

(2) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in the Project documents and shall be free to sell or lease such unit without regard to any such provision.

(3) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units, including the mortgaged unit).

(4) Unless at least two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned) and owners of the individual units have given their prior written approval, the Association shall not be entitled to:

- (a) by act or omission seek to abandon or terminate the Project;
- (b) change the pro rata interest or obligations of any unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each unit in the common elements;
- (c) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the

common elements by the Project shall not be deemed a transfer within the meaning of this clause;

- (d) use hazard insurance proceeds for losses to any Project property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the Project;

provided, however, if there is now or hereafter provision for addition to or expansion of the Project, then a change in the pro rata interest or obligations of any individual unit for (i) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each unit in the common elements will be permitted provided that the provision pursuant to which the Project is subject for addition or expansion complies with the following limitations:

- (a) owners have a minimum percentage undivided interest in the common elements, and a corresponding maximum interest subject to diminution to no less than such minimum, each such percentage interest being stated in the Master Deed;

- (b) the conditions on which any change in such percentage of undivided interest in common elements may take place are fully described in the Master Deed, together with a description of the real property which will become subject to the Project if such alternative percentage interest becomes effective; and

- (c) no change in the percentage interests in the common elements may be effected pursuant to such provision more than six (6) years after the date the Master Deed becomes effective.

- (5) Each first mortgagee has the right to examine the books and records of the Association and the Project.

- (6) No owner, or any other party, shall have priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

- (7) Any agreement for professional management of the Project regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter,

and on thirty (30) days' written notice any time thereafter without cause or payment of a termination fee.

ARTICLE VII

DAMAGE TO PROJECT

In the event the Project is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A".

ARTICLE VIII

EASEMENTS

There shall be easements to, through and over the entire Project, including all of the land, for the continuing maintenance and repair of all utilities in the Project, including drain fields and wells. In the event any improvements located on one unit, including drain fields and wells, encroach upon a common element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance, repair and replacement thereof following damage or destruction. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Project for utility, roadway or safety purposes.

ARTICLE IX

EXPANSION OF PROJECT

The Project established pursuant to the initial Master Deed of York Place and consisting of fifty-three (53) units is intended to be the first stage of a multi-stage Project to expand and contain in its entirety one hundred six (106) units. The Developer owns or is interested in certain additional land in the Township of York, Washtenaw County, Michigan, described as follows:

Commencing at the South 1/4 corner of Section 4, T4S, R6E, York Township, Washtenaw County, Michigan; thence S89°54'04"W 340.00 feet along the South line of said Section and the centerline of Willis Road to the Point of Beginning; thence continuing along said South line and said centerline S89°54'04"W 580.00 feet; thence N00°07'48"W 325.00 feet; thence S89°54'04"W 415.91 feet to a point on the West line of the East 1/2 of the Southwest 1/4 of said Section; thence N00°09'34"W 2312.66 feet along said West line to a point on the East and West 1/4 line of said Section; thence N89°53'29"E 1337.10 feet along said East and West 1/4 line to the center of said Section 4; thence S00°07'48"E

2407.89 feet along the North and South 1/4 line of said Section and the centerline of Fosdick Road; thence S89°54'04"W 340.00 feet; thence S00°07'48"E 230.00 feet to the Point of Beginning. Being a part of the East 1/2 of the Southwest 1/4 of Section 4, T4S, R6E, York Township, Washtenaw County, Michigan and containing 76.03 acres of land, more or less. Being subject to the rights of the public over that portion of Willis Road and Fosdick Road as occupied. Also being subject to easements and restrictions of record, if any,

which additional land is proximate to the property herein submitted to this Master Deed. Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years after the recording of the initial Master Deed, and thereafter with the written consent of fifty percent (50%), or more in number of the owners, be expanded and increased up to a total of one hundred six (106) units by the addition to the Project, by amendment to the Master Deed, of any portion of the land area referred to in Article IX hereof and the establishment of units thereon. There is no restriction on the Developer as to the order in which portions of said land may be added to the Project or obligation to construct improvements thereon in any specific locations. The location, nature, appearance, and size of the units and other improvements to be constructed within the area of expansion shall be determined by the Developer in its sole discretion subject only to approval by the Township of York, but all such units and improvements shall be reasonably compatible with the existing units and improvements in the Project, as determined in the sole discretion of the Developer. Such increase in size of this Project 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 or its successors or assigns and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of the Developer. 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 Project. Percentages of value may be rounded off to preserve a constant Project value of 100%. 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 section or sections being added to the Project by such amendment. In connection with any such amendment(s), the Developer shall have the right to change the nature of any common element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this paragraph, including, but not limited to, the connection

of roadways in the Project to any roadways that may be located on or planned for the area of expansion, and to provide access to any unit that is located on or planned for the area of expansion from the roadways located in the Project. All of the 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 and to any proportionate reallocation of percentages of value of existing units which the Developer or its successors or assigns determine necessary in conjunction with such amendment or amendments. All such persons irrevocably appoint the Developer or its successors or assigns as agent and attorney for the purpose of the execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds. Nothing herein contained, however, shall in any way obligate the Developer to enlarge the Project beyond the section established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of said future development as a rental project, a separate residential building site project (or projects) or any other form of development, and the Developer further reserves the right to rent improved units prior to sale. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein.

ARTICLE X

RESERVATION OF ACCESS EASEMENTS

The Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads in the Project for the purposes of ingress and egress to and from all or any portion of the parcel described in Article IX or any portion or portions thereof, and any other land contiguous to York Place, whether or not owned by the Developer as of the date hereof.

ARTICLE XI

RESERVATION OF UTILITY EASEMENTS

The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article IX or any portion or portions thereof and any other land contiguous to York Place or to said land described in Article IX which may be now owned or hereafter acquired by the Developer, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located on

the land described in page one of the Master Deed; provided, however, that the effect of such tap-in, tie-in, extension, and enlargement privileges shall not unduly burden the existing utility lines as determined by the appropriate governmental authorities. In the event the Developer, its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located on the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Project to their state immediately prior to such utilization, tapping, tying-in, extension, or enlargement.

ARTICLE XII

FUTURE UTILITY EASEMENTS

The Developer further reserves the right at any time to grant easements for utilities over, under and across the general common elements of the Project to appropriate governmental agencies or public utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Washtenaw County Records. All of the 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 as may be required to effectuate the foregoing grant of easement or transfer of title.

ARTICLE XIII

FUTURE EASEMENTS, LICENSES AND RIGHTS-OF-WAY

The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the transitional control date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry, rights-of-way, and dedication of public roadways over, under and across the general common elements of the Project for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Project or for the benefit of any other land described in Article IX hereof; subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Project documents may be modified nor may any of the obligations with respect thereto be varied without the consent of each person benefited thereby.

(1) Upon approval by an affirmative vote of not less than fifty-one percent (51%) of all owners, the Board of Directors shall be vested with the power and authority to sign petitions requesting the

establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Project. In the event that a special assessment road improvement project is established pursuant to applicable Michigan statutes, the collective costs assessable to the Project as a whole shall be born equally by all owners.

(2) The Board of Directors may dedicate or may grant easements over or through any portion of any general common elements of the Project for public highway purposes; and alternatively, during the development and sales period of the Project, the Developer may grant such easements or execute dedications of public roadway over any general common elements.

ARTICLE XIV

EASEMENTS FOR MAINTENANCE, REPAIR OR REPLACEMENT

The Developer, the Association and all public or private utilities shall have such easements over, under, across, and through the Project, including all units and common elements, as may be necessary to fulfill any responsibilities of maintenance, repair or replacement which they or any of them are required or permitted to perform under the Project documents or by law. These easements include, without limitation, the right of the Association to obtain access to the unit during reasonable hours.

ARTICLE XV

YORK PLACE DRAINAGE DISTRICT

All owners in the Project take title to their individual units subject to a perpetual and permanent easement hereby granted in favor of the Washtenaw County Drain Commissioner, the York Place Drainage District (collectively referred to as "Grantee"), and Grantee's successors, assigns, and transferees, in, over, under and through the property described on Exhibit B hereto, with said easement set forth thereon, which easement may not be amended or revoked, except with the written approval of Grantee, and which easement is subject to the following terms and conditions, with the Developer granting the following rights:

(1) The easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening, and performing any associated construction activities and grading in connection with any type of drainage facilities, or storm drains, in any size, form, shape, or capacity.

(2) The Grantee shall have the right to sell, assign, transfer, or convey this easement to any other governmental unit.

(3) No unit owner in the Project shall build or place on the area covered by the easement any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under said easement.

(4) The Grantee and its agents, contractors and designated representatives shall have the right of entry on, and to gain access to, the easement property.

(5) All unit owners in the Project shall release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incidental to the construction and maintenance of a storm drain or sewer, or otherwise arising from or incidental to the exercise by Grantee of its rights under said easement, and all unit owners covenant not to sue Grantee for any such damages.

ARTICLE XVI

MICHIGAN RIGHT TO FARM ACT

Owners in York Place are hereby notified that the Project is located in an agricultural area of the Township of York, and that it is surrounded by farm operations that are protected by the Michigan Right to Farm Act, which is Act 93 of the Public Acts of 1981, as amended. In approving the site plan for York Place the Township of York requested that the Developer notify all future owners of both the existence of said farm operations and the Act. It is the desire of the Township of York to avoid having owners who move into the Project complain of the existence of said farm operations at a future date. The Michigan Right to Farm Act provides as follows:

Section 1. As used in the Michigan Right to Farm Act:

(a) "Farm" means the land, buildings, and machinery used in the commercial production of farm products.

(b) "Farm operation" means a condition or activity which occurs on a farm in connection with the commercial production of farm products, and includes, but is not limited to, marketed produce at roadside stands or farm markets; noise; odors; dust; fumes; operation of machinery and irrigation pumps; ground and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.

(c) "Farm product" means those plants and animals useful to human beings and includes, but is not limited to, forages and sod crops, grains and feed crops, dairy and dairy products, poultry and poultry products, livestock, including breeding and grazing, fruits, vegetables, flowers, seeds, grasses, trees, fish, apiaries, equine and other similar products, or any other product which incorporates the use of food, feed, fiber, or fur.

(d) "Generally accepted agricultural and management practices" means those practices as defined by the commission of agriculture. The commission shall give due consideration to available Michigan department of agriculture information and written recommendations from the Michigan state university college of agriculture and natural resources cooperative extension service and the agricultural experiment station in cooperation with the United States department of agriculture soil and conservation service and the agricultural stabilization and conservation service, the department of natural resources and other professional and industry organizations.

(e) "Person" means an individual, corporation, partnership, association, or other legal entity.

Section 2.

(a) A farm or farm operation shall not be found to be a public or private nuisance if the farm or farm operation alleged to be a nuisance conforms to generally accepted agricultural and management practices according to policy as determined by the state agriculture commission. Generally accepted agricultural and management practices shall be reviewed annually by the state agriculture commission and revised as considered necessary.

(b) A farm or farm operation shall not be found to be a public or private nuisance if the farm or farm operation existed before a change in the land use or occupancy of land within one (1) mile of the boundaries of the farm land, and if before that change in land use or occupancy of land, the farm or farm operation would not have been a nuisance.

ARTICLE XVII

AMENDMENT OR TERMINATION

Except as provided in preceding paragraphs as set forth above, the Project shall not be terminated or any of the provisions of this Master Deed or Exhibits attached hereto amended unless done in compliance with the following provisions:

(1) The Condominium documents may be amended without the consent of owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of an owner or mortgagee. The Developer, for itself and for the Association (acting through a majority of its Board of Directors), hereby expressly reserves the right to amend the Condominium documents for such a purpose. Amendments which do not materially alter or change the rights of an owner or mortgagee include, but are not limited to, amendments modifying the types and sizes of unsold units and their appurtenant common elements, correcting survey or other errors made in the Condominium documents, changes required by the Township of York or any other public authority having jurisdiction over the Project, changes deemed necessary to comply with or include provisions permitted by the Act, or for the purpose of facilitating mortgage loan financing for existing or prospective owners and to enable the purchase of insurance of such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages.

(2) If there is no owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

(3) If there is an owner other than the Developer, then the Project shall be terminated only by the agreement of the Developer, eighty percent (80%) of the unaffiliated owners of units to which all of the votes in the Association appertain and the mortgagees of two-thirds (2/3) of the first mortgages covering the units.

(4) Agreement of the required majority of owners and mortgagees to the termination of the Project shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(5) Upon recordation of an instrument terminating the Project, the property constituting the Project shall be owned by the owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the unit.

(6) Upon recordation of an instrument terminating the Project, any rights the owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common

elements immediately before recordation, except that common profits shall be distributed in accordance with the Project documents and the Act.

(7) The Project documents may be amended for a proper purpose, other than as set forth in this Article, even if the amendment will materially alter or change the rights of the owners, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned) and owners of the individual units. An owner's unit dimensions or the responsibility for maintenance, repair and replacement thereof may not be modified in any material way without his consent and that of his mortgagee.

(8) The Project documents may not be amended, so as to affect the site plan for the Project approved by the Township of York, without the advance written approval of the Township of York, and no provision in the Project documents which specifically applies to or grants rights to the Township of York may be released, changed, modified, or amended without the advance written approval of the Township of York.

(9) The rights granted to the Washtenaw County Drain Commissioner, the York Place Drainage District and their successors and assigns, under Article XV shall not be amended without their express written consent. Any purported amendment or modification of the rights granted under Article XV shall be void and without legal effect unless agreed to in writing by the Washtenaw County Drain Commissioner, the York Place Drainage District, or their successors and assigns.

(10) A person causing or requesting an amendment to the Project documents shall be responsible for costs and expenses of the amendment to the Project documents except for amendments based upon a vote of a prescribed majority of owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

(11) A Master Deed amendment, including the Consolidating Master Deed, dealing with the addition, withdrawal or modification of units or other physical characteristics of the Project shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the Project.

(12) During the construction and sales period, and for so long as there remains any possibility of the development of units on the land described in Article IX, this Master Deed, and all Exhibits attached hereto, shall not be amended without the written consent of the Developer.

ARTICLE XVIII

ASSIGNMENT

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

WITNESSES:

Karl R. Frankena

YORK RIDGE, INC., Developer

By: _____
Ronald E. Cook, President

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On December _____, 1999, Ronald E. Cook appeared before me, and stated under oath that he is the President of York Ridge, Inc., a Michigan corporation, and that this document was signed in behalf of the corporation, by authority of its board of directors, and he acknowledged this document to be the free act and deed of the corporation.

Karl R. Frankena, Notary Public
Washtenaw County, Michigan
My commission expires: 6/9/03

This document was prepared by
and when recorded return to:
Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

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