

**SECOND AMENDMENT TO MASTER DEED
OF YORK PLACE**

York Ridge, Inc., a Michigan corporation, of 296 S. Main Street, Plymouth, Michigan 48170, which is the Developer of Phase 1 of York Place, containing Units 1-53, and York Place Group, L.L.C., a Michigan limited liability company, of 296 S. Main Street, Plymouth, Michigan 48170, which is the Developer of Phase 2 of York Place, containing Units 54-106, a site condominium project established in pursuance of the provisions of the Michigan Condominium Act, as amended (being Act 59 of the Public Acts of 1978, as amended), and of the Master Deed thereof, as recorded on December 7, 1999, in Liber 3918, Page 352, as amended, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 330, hereby amends said Master Deed pursuant to the authority reserved in Articles IX and XVII for the purpose of expanding the number of units in the Project from 53 to 106, amending the portions of the By-Laws affected thereby and recognizing a change in the local soil erosion control ordinance. Said Master Deed is amended in the following manner:

1. The legal description appearing on Page 1 of said Master Deed shall, upon recordation in the Office of the Washtenaw County Register of Deeds of this Second Amendment to Master Deed, be replaced and superseded by the following legal description of real property located in the Township of York, County of Washtenaw, Michigan, to be established as York Place:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 4, T4S, R6E, YORK TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N00°07'48"W 230.00 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 A POINT ON THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF WILLIS ROAD; THENCE S89°54'04"W 580.00 FEET ALONG SAID SOUTH LINE AND SAID CENTERLINE; 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 N89°54'36"E 1334.08 FEET CONTINUING ALONG SAID EAST AND WEST 1/4 LINE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 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 AND A PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, T4S, R6E, YORK TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND CONTAINING 156.52 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.

2. Upon recording of this Second Amendment to Master Deed in the Office of the Washtenaw County Register of Deeds, the following Section 1(s) of Article VI of the By-Laws shall replace and supersede the original Section 1(s) of Article VI of the By-Laws recorded as Exhibit A to the Master Deed of York Place, and said subsection as originally recorded shall have no further force or effect:

ARTICLE VI
RESTRICTIONS

Section 1. Residential Use.

(s) Access to Units 1, 29, 30, 35, 36, 41, 42, 43, 53, 54, 57, 58, 64, 65, 76, 77, 78, 83, 84, and 106. Vehicular access for Units 1, 29, 30, 35, 36, 41, 42, 43, 53, 54, 57, 58, 64, 65, 76, 77, 78, 83, 84, and 106 shall be restricted to Melbourne Drive, Canberra Court, Derby Court, Sydney Drive, Hobart Court, Victoria Court, and Darwin Court, respectively.

3. Upon recording of this Second Amendment to Master Deed in the Office of the Washtenaw County Register of Deeds, the following Section 12 of Article VI of the By-Laws shall replace and supersede the original Section 12 of Article VI of the By-Laws recorded as Exhibit A to the Master Deed of York Place, and said Section as originally recorded shall have no further force or effect:

ARTICLE VI
RESTRICTIONS

Section 12. Landscaping. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials on the general common elements without the prior written approval of the Developer, or the Association, if applicable. No lawn statuary shall be permitted without the prior written approval of the Developer, or the Association, if applicable. Basic landscaping, including finish grading, seeding or sodding, must be completed within three (3) months after date of occupancy, weather permitting. The owner of each unit shall develop a landscape treatment which will tend to enhance, complement and

harmonize with adjacent property. This will best be accomplished by saving as much mature tree growth as possible, and the clearing of selected areas of underbrush and less desirable tree growth in order to open special views and to reduce competition with the mature or specimen vegetation. No existing trees in excess of three (3) inches in diameter five (5) feet above ground level shall be cut, except for diseased and dead trees, or those that are of a nuisance species, such as poplar, willow or box elder, without the prior written approval of the Developer, or the Association, if applicable. No surface soil shall be dug or removed from any unit for purposes other than building and landscaping of the unit, without the prior written approval of the Developer, or the Association, if applicable. All debris shall be promptly removed. New planting shall complement and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, including the mowing of grass to a height of six inches (6") or less, removal of weeds, and proper trimming of bushes and trees. If the Association shall receive complaints from other owners regarding lack of maintenance of the grounds of a unit, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the unit performed as the Board of Directors shall determine as being reasonable, and the charges therefor shall become a lien upon the unit and collected in the fashion as set forth in Article II of these By-Laws. The Association shall enforce this paragraph pursuant to Article XIX, below.

4. Sheets 1 through 10, inclusive, of Replat No. 1 of Washtenaw County Condominium Subdivision Plan No. 330, marked Exhibit B to the Second Amendment to the Master Deed of York Place, a site condominium, attached hereto, shall, upon recordation in the Office of the Washtenaw County Register of Deeds of this Second Amendment to Master Deed, replace, supersede and supplement Sheets 1 through 6, inclusive, of the Condominium Subdivision Plan of York Place, as previously recorded in Liber 3918, Page 352, Washtenaw County Records, and said previously recorded Sheets 1 through 6, inclusive, shall be of no further force or effect.

In all other respects, other than as hereinbefore indicated, the original Master Deed of York Place, a site condominium, as amended, including all Exhibits attached thereto, as amended, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: March 29, 2002.

YORK RIDGE, INC., Developer
of Phase 1

By: _____
Ronald E. Cook, President

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On March 29, 2002, 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

YORK PLACE GROUP, L.L.C., Developer
of Phase 2

By: _____
Ronald E. Cook, Manager

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On March 29, 2002, Ronald E. Cook appeared before me, and stated under oath that he is the Manager of York Place Group, L.L.C., a Michigan limited liability company, and that this document was signed on behalf of the limited liability company, by authority of its operating agreement, and he acknowledged this document to be the free act and deed of the limited liability company.

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

Recording fee: \$35.00

Tax code #: S 19-04-420-001 through -053 (Units 1-53)
S 19-04-300-001

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