

**MASTER DEED**  
**M.V. REALTY DEVELOPMENT, INC.**  
(Act 59 of the Public Act of 1978 as amended)

This Master Deed made and executed this 4th day of September 1998, by M.V. REALTY DEVELOPMENT, INC., a Michigan Limited Liability Co. whose address is 4952 Dewitt, Canton, Michigan 48188, and pursuant to the provisions of Act 59 of the Public Acts of 1978 as amended, and Act 538 of the Public Acts of 1982, as amended, hereinafter referred to as the "Act".

**WITNESSETH:**

WHEREAS, the Developer desires by recording this Master Deed together with 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 residential condominium project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish SALINE RIDGE as a Condominium Project under the Act and declares that SALINE RIDGE (hereinafter referred to as "The Condominium Project") shall after 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, restrictions, conditions, uses, limitation and affirmative obligations set forth in this Master Deed together with Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and of benefit to the Developer, its successors and assigns, and any person 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 said "Condominium Project", it is hereby provided as follows:

**ARTICLE I**  
**TITLE AND NATURE**

The Condominium Project shall be known as SALINE RIDGE, Washtenaw County Condominium Subdivision Plan No. **302**. The architectural plans for the Project were approved in accordance with the requirements of the York Township, Washtenaw County Michigan. The Condominium Project is established in accordance with the Act, 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 unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co- owners the general common elements of the Condominium Project.

## **ARTICLE II DESCRIPTION**

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

Commencing at the Northwest corner of Section 10, T4S, R6E, York Township, Washtenaw County, Michigan; thence S89°14'20"E 1096.91 feet along the North line of said Section and the centerline of Willis Road to the POINT OF BEGINNING; thence continuing S89°14'20"E 100.00 feet along said North line and said centerline; thence S00°45'40"W 160.00 feet; thence southerly 77.29 feet along the arc of a 218.31 feet radius circular curve to the right, through a central angle of 20° 17'00", having a chord which bears S10° 54'10"W 76.88 feet; thence Southerly 82.29 feet along the arc of a 185.00 foot radius circular curve to the left, through a central angle of 25°29'10", having a chord which bears S08°18'05"W 81.61 feet; thence S04°26'30"E 58.64 feet; thence S89°14'20"E 1212.27 feet to a point on the Westerly right-of-way line of the Ann Arbor Railroad; thence S05 °10'00"E 1837.49 feet along said right-of-way line; thence N89°13'15"W 2594.21 feet to a point on the West line of said Section and the centerline of Warner Road; thence N01°04'00"E 553.93 feet along said West line and said centerline; thence along the occupation lines of an existing cemetery in the following three (3) courses: N89 °49'00"E 115.77 feet, N00°43'40"W 101.70 feet and N89°46'00"W 112.57 feet to a point on the West line of said Section and the centerline of Warner Road; thence N01 °04'00"E 757.78 feet along said West line of said centerline; thence S89°14'20"E 322.67 feet; thence N01 °04'00"E 486.93 feet; thence S89°14'20"E 773.47 feet; thence N00°45'40"E 323.07 feet to the Point of Beginning. Being a part of the Northwest 1/4 of Section 10, T4S, R6E, York Township, Washtenaw County, Michigan and containing 104.08 acres of land, more or less. Being subject to the rights of the public over the Southerly 33 feet of Willis Road and the Easterly 33 feet of Warner Road. Also being subject to easements and restrictions of record, if any.

## **ARTICLE III 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 by way of limitation, the Articles of Incorporation and Corporation Bylaws and Rules and Regulations of the SALINE RIDGE HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation, deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of or transfer of interest in SALINE

RIDGE as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

1. The "Act" means Act 59 of the Public Acts of 1978, as amended and Act 538 of the Public Acts of 1982, as amended.
2. "Association of Co-Owners" shall mean the non-profit corporation organized under the Michigan Law of which all co-owners shall be members, which corporation shall administer, operate, manage and maintain the condominium. Any actions 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

The Association is the person designated in the Condominium Documents to administer the Condominium Project.

3. "Common Elements" shall mean limited common elements and general common elements, as defined in Article IV.

4. "Condominium Bylaws" means Exhibit "A" attached hereto being the Bylaws setting forth the substantive rights and obligations of the co-owners as required by Section 3(A) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

5. "Unit" or "Condominium Unit" each mean a single unit in SALINE RIDGE as the same is described in Article VI, Section 1 hereof and on Exhibit "B" hereto and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit, including any well, septic pipes or septic field, and any sections of septic pipe which lead to the Unit's septic field shall be owned in their entirety by the co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium documents, constitute common elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units.

6. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Corporation Bylaws and Rules and Regulations, if any, of the Association.

7. "Condominium", "Condominium Project" or "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenants belonging to SALINE RIDGE as described above.

8. "Condominium Subdivision Plan" means Exhibit "B" hereto.

9. "Consolidating Master Deed" means the final Amended Master Deed which shall describe SALINE RIDGE as a completed condominium project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been withdrawn from and/or added to the Condominium from time to time under Article VIII hereof. Such Consolidating Master Deed, if and when recorded in the Office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit "B" to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a Certificate in the Office of the Washtenaw County Register of Deeds confirming that the Units and Common Elements "As Built" are in substantial conformity with the proposed Condominium Subdivision Plan and that Consolidating Master Deed need be recorded.

10. "Construction and Sales Period". For purposes of the condominium documents and the rights reserved to the Developer thereunder, means 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 as long as there remains any residence to be constructed, whichever last occurs.

11. "Developer" means M.V. DEVELOPMENT, INC., a Michigan corporation which has made and executed this Master Deed and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such terms are used in the condominium documents.

12. "Co-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 Condominium Project. The term "Owner" whenever used will be synonymous with the term "Co-Owner".

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

14. "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 co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

15. 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 a 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 project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

1. The Common Elements are:
  - A. Land. The land described in Article II hereof, other than portions thereof identified as Units.
  - B. Electrical. The electrical transmission mains throughout the Project up to the point of lateral connection for unit service, together with common lighting for the Project, if any is installed.
  - C. Telephone. The telephone system throughout the Project up to the ancillary connection for unit service.
  - D. Gas. The gas distribution mains throughout the Project up to the point of lateral connection for unit service.
  - E. Storm water Sewer Systems. The storm water sewer mains, leads and catch basins throughout the Project as depicted on the Condominium Subdivision Plan together with the detention area depicted as such on the Condominium Subdivision Plans.
  - F. Telecommunications. The telecommunications system, if and when it may be installed.
  - G. Sidewalks. All sidewalks and wood chip paths, bituminous walks to park area.
  - H. Park(s) Wetlands. The park(s) wetlands, ponds, swamps, detention basins, wooded areas and open areas not within the boundaries of the units as shown on Exhibit "B" to this Master Deed.

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

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by 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 the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

2. Limited Common Elements. There are no Limited Common Elements, but the Developer reserves the right to create Limited Common Elements prospectively for the area of future development, if any.

3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the units and the Common Elements are as follows:

A. Co-Owner Responsibility for Units. It is anticipated that separate residential dwellings will be constructed within the units depicted on Exhibit "B" hereto. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance of each dwelling shall be borne by the co-owner of the unit. Likewise, it shall be the responsibility of each co-owner to be responsible for installation and maintenance of lawn and other landscaping materials within his extended yard area lying within the road right of way designated as such on the Condominium Subdivision Plan,

B. Association Responsibility for Units Under Certain Circumstances. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located with the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association acting through its Board of Directors may undertake such other regularly occurring reasonably uniform periodic exterior maintenance functions with respect to unit or limited common element improvements, if any, including dwellings constructed within any unit boundaries as it may deem appropriate (including without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained however shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer in the initial maintenance budget for the Association shall

be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

C. Common Elements and Assessments. The cost of maintenance, insurance, repair and replacement of all common elements shall be borne by the Association subject to any provision of the Condominium documents expressly to the contrary. The cost of repair, insurance, maintenance or replacement of general common elements shall be borne by all members of the Association through an assessment or a prorata basis pursuant to each Unit's percentage of value as described in Article VI herein, and Article II of the Bylaws. The cost of repair, maintenance or replacement of limited common elements, if any, shall be borne by the co-owners whose units are serviced by those limited common elements.

(i) Storm water Sewer and Management System.

The cost of maintenance, insurance, repair and replacement of all elements of the storm water sewer and management system including all pipes, spillways, basins, up-ramp, channels, ditches, control devices or structures including pumps, if any, shall be the responsibility of the Association. Moreover, routine maintenance of the storm water facilities and system must be completed within fourteen (14) days of receipt of written notification that action is required. Should the Association fail to act within this time frame, the Washtenaw County Drain Commissioner may perform the needed maintenance and assess the costs against the Association.

Assessments for any and all costs related to the storm water sewer and management system shall be levied against and paid for by the owner(s) of each Unit pursuant to each Unit's percentage of value as described in Article VI herein and Article II of the Bylaws. Said assessment(s) shall be sufficient to establish funds to be available to undertake on a timely basis each activity identified on the Saline Ridge Maintenance Tasks and Schedule attached hereto as Exhibit "C", which is hereby incorporated by reference. Said funds shall be sufficient to complete said activities as is reflected on the Saline Ridge Storm water Maintenance Plan Budget attached hereto as Exhibit "D" and hereby incorporated by reference. The amounts shown on Exhibit "D" are good faith estimates on current values and are not intended in any way to act as a cap or limit on what the actual costs or amounts may be in the future. The Association shall establish a fund which at a minimum contains the amount shown as the total annual budget. The Association shall adjust the amount of the fund as necessary due to the activities needed, inflation, increased costs, savings or other changed circumstances. The Saline Ridge Storm water Maintenance Plan Budget shall be reflected in the general budget of the Association as provided in this Master Deed and the Bylaws.

4. Use of Units and Common Elements. No co-owner shall use his unit or the common elements in any manner inconsistent with the purposes of the Project 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.

**ARTICLE V**  
**CO-OWNER RESPONSIBILITY FOR SPECIAL ASSESSMENT**  
**OF OFFSITE PUBLIC ROAD IMPROVEMENTS**

1. It is anticipated that York Township will levy a special assessment pursuant to the relevant laws, ordinances, codes, rules and regulations against the property which comprises the Condominium Project, otherwise described as the land described in Article II above, including but not limited to each Unit and area comprising a common element as depicted on Exhibit "B" attached hereto for the purpose of improving Warner Road from and including the intersection with Willis Road, for a distance to the south to be determined by York Township.

2. Each Unit, and accordingly, each co-owner, shall be obligated to pay the applicable special assessment, the amount of which will be based on and determined on a prorata share as required by laws, ordinances, rules and regulations.

3. The Association shall be obligated to pay the special assessment, if any, against those assessable land areas comprising any common areas or common elements.

4. Upon devise or purchase of a Unit, each and every co-owner hereby irrevocably approves the levy of said assessment, as long as the assessment is levied proportionately for all payors subject thereto pursuant to the applicable laws, ordinances, rules and regulations. This irrevocable approval of a lawful assessment shall be a binding covenant running with the land and shall not terminate or extinguish for a period of twenty (20) years from the date of recording of this Master Deed.

5. It is expressly understood that said assessment will reflect that the subject improvements will be constructed in compliance with all relevant standards, codes, permits and/or ordinances as required by the Washtenaw County Road Commission, and may include the related costs and expenses of design, engineering, inspection costs (including the then - applicable fees of the Washtenaw County Road Commission), cost of materials, construction, administrative costs, bond issuance costs and capitalized interest costs, and contingencies, including a reasonable allowance for inflation, and those expenditures properly reimbursable under the law. The special assessment roll shall bear interest at the rate of 1% over the rate at which the bonds will sell.



6. If no other formula is employed by York Township in spreading the special assessment between the co-owners of each Unit and/or the Association, then it shall be spread equally between the co-owners of each Unit consistent with the equal percentage of value assigned to each Unit in Article VI, Section 2 hereafter.

**ARTICLE VI  
UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

1. Description of Units. Each unit in the condominium project is described in this paragraph with reference to the Condominium Subdivision Plan of SALINE RIDGE as surveyed by WASHTENAW ENGINEERING, INC., and attached hereto as Exhibit "B". Each unit shall consist of the area contained within the unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines, which encompass the residential structure, driveway and appurtenant yard, wells, septic tanks, septic fields and associated pipes and fixtures are a part of the unit.

2. Percentage of Value. The percentage of value assigned to each unit in SALINE RIDGE 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 not 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 co-owner's respective share of the common elements of the Condominium Project, the proportionate share of each respective co-owner in the proceeds and the, expenses of administration and the value of such co-owner's votes at meetings of the Association. The total value of the Project is 100%.

**ARTICLE VII  
SUBDIVISION CONSOLIDATION AND  
OTHER MODIFICATION OF UNITS**

Notwithstanding any other provision of the Master Deed or the Bylaws, units in the condominium may be subdivided, consolidated, modified and the boundaries relocated in accordance with Section 48 and 49 of the Act and this Article; such changes in the affected unit or units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

1. BY THE DEVELOPER

The Developer reserves the sole right during the Construction and Sales Period and without the consent of any other co-owner or any mortgagee of any unit to take the following action:

A. Consolidate Units~ Relocate Units. To consolidate under single ownership two or more units which are located adjacent to one another and relocate any boundaries between adjoining units. Such

consolidation of units and relocation of boundaries of units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns and subject to prior approval of York Township.

B. Amend to Effectuate Modifications. Any amendments or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the unit or units resulting from such consolidation or relocation of boundaries shall be separately identified by number when appropriate, and the percentage of value as set forth in Article VI hereof for the unit or units consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new condominium units 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 percentage of value shall be within the sole judgment of 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. Such amendment or amendments to the Master Deed shall also contain such further definitions of common elements as may be necessary to adequately describe the buildings and units in the condominium project as so modified. All of the Co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney in fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the exhibits hereto.

## 2. BY CO-OWNERS

One or more co-owners may undertake consolidation of units or relocation of boundaries. Co-owners of adjoining units may, subject to the prior approval by York Township, relocate boundaries between their units or eliminate boundaries between two or more units upon written request to the Association in accordance with Section 48 of the Act.

Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries identifying the units involved, reallocating percentages of value and providing for conveyancing between or among the co-owners involved in relocation of the boundaries. The co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until

the amendment to the Master Deed has been recorded in the office of the Washtenaw County Register of Deeds.

**ARTICLE VIII  
EASEMENTS**

1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES

There shall be easements to, through and over the land in the Condominium (including all units and limited common element extended yard areas) for the continuing maintenance, repair, replacement and enlargement of any general common element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time including but not limited to storm sewer, water lines or mains, electrical lines and gas lines. In the event any portion of a structure located with a unit encroaches upon a common element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or changes in ground elevations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of destruction. Some of the purposes of this section is to clarify the right of the co- owners to maintain structural elements and fixtures which project into the common elements surrounding each unit notwithstanding their projection beyond the unit perimeters.

2. RESERVATION OF EASEMENT BY DEVELOPER FOR SALE FACILITIES

The Developer reserves for the benefit of itself, its successors and assigns such easements as may be necessary for access to a sales office on the premises and for the continued use of such sales office until all of the Condominium Units have been sold. Accordingly, the Developer and its duly authorized agents, representatives and employees may maintain offices, model units and other facilities on the subject premises and may make such uses of said facilities as are reasonably necessary or desirable to facilitate the sale of the units in the project. The Developer shall pay all costs related to the Condominium Units or Common Elements while owned by the Developer and shall restore the facility to habitable status upon termination of use in accordance with Section 45 of the Act.

3. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF ROADS AND WALKWAYS

The Developer reserves for the benefit of itself, its successors and assigns perpetual easements for the unrestricted use of all roads and walkways in the condominium project for purposes of ingress and egress to or from all or any portion of the parcel described in Article II or any portion or portions thereof and any other land contiguous to the condominium premises which may be now owned or hereafter acquired by the Developer or its successors.

4. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF UTILITY LINES

The Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Article II or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the condominium premises including but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event that the Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the condominium premises, it shall be obligated to pay all expenses reasonably necessary to restore the condominium premises to their state immediately prior to such utilization, tapping, tying in, extensions or enlargements. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be shared by this condominium and any developed portions of the land described in Article II who may benefit from such utility mains.

The location of the utility easements and the utilities as depicted on Exhibit B are approximate and shall be as close as practicable to the depiction depending on the conditions and circumstances at the time of installation.

The co-owners of this condominium shall be responsible from time to time for payment of its proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling units in this condominium, and the denominator of which is comprised of the number of such units plus all other dwelling units in the land described in Article II who benefit from such utility mains, provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, however, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the condominium and by the owner or owners of the land described in Article II or a portion thereof upon which are located the dwelling units which such lead or leads service.

#### 5. RESERVATION OF RIGHTS BY DEVELOPER TO DEDICATE UTILITY LINES TO APPROPRIATE GOVERNMENTAL AGENCIES

Developer reserves the right at any time during the construction and sales period to grant easements for utilities over, under and across the condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. Any such easement 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 and to Exhibit "B" hereto as recorded in the WASHTENAW County Records. 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 or this Master Deed as may be required to effectuate the foregoing grant of easements or transfer of title.

#### 6. RESERVATION OF RIGHT BY DEVELOPER TO DEDICATE ROADS

Developer reserves the right at any time during the Construction and Sales Period to grant, convey or dedicate the roadways designated as Common Elements to

the public for purposes of creating public roads. Notwithstanding the foregoing, the Developer shall have no obligation to utilize the dedication rights herein reserved.

7. RESERVATION OF RIGHT BY DEVELOPER TO DEDICATE WALKING PATHS

Developer reserves the right at any time during the Construction and Sales period to grant, convey or dedicate a walking path to York Township for utilization by members of the public including but not limited to Co-Owners of Units in this Condominium.

8. RESERVATION OF RIGHT BY DEVELOPER TO CREATE A CONSERVATION EASEMENT

Developer reserves the right at any time during the Construction and Sales Period to create a conservation easement within the wetland areas indicated on Exhibit B to this Master Deed. The easement may be granted to the Department of Natural Resources, State of Michigan in such form and containing such requirements as may be stipulated by the D.N.R.

9. RESERVATION OF RIGHT BY DEVELOPER TO DEDICATE WOODLANDS PRESERVATION EASEMENT

Developer reserves the right at any time during the Construction and Sales Period to grant a woodlands preservation easement to York Township in such form and containing such provisions as may be required by York Township and its applicable ordinances.

10. AUTHORITY DESIGNATED TO ASSOCIATION TO GRANT EASEMENTS

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 easements 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, or for any land described in Article II hereof, subject, however, to the approval of the Developer so long as the construction and sales period has not expired.

11. ESTABLISHMENT OF EASEMENTS FOR DEVELOPER, ASSOCIATION AND THE UTILITIES FOR MAINTENANCE AND REPAIR

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

sprinkler control valves, sump pumps, detention ponds and other common elements located within any individual condominium unit or its appurtenant limited common elements.

12. EASEMENT TO WASHTENAW COUNTY DRAIN COMMISSIONER FOR DRAINAGE

There shall be, upon execution and recordation of this Master Deed a perpetual and permanent easement in favor of the Washtenaw County Drain Commissioner, the Saline Ridge 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, which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

- A. The easement shall be for the purposes 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.
- B. The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit.
- C. No owner in the condominium shall build or convey to others any permission to build any permanent structures on the said easement.
- D. No owner in the condominium 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 the said easement.
- E. The grantee and its agents, contractors and designated representative shall have right of entry on, and to gain access to, the easement property.
- F. All owners in the condominium release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise arising from or incident to the exercise by grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages.

The rights granted to the Washtenaw County Drain Commissioner, the Saline Ridge Draining District, and their successors and assigns, under Article VIII, Section 12 of these restrictions may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the

rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

13. AUTHORITY OF ASSOCIATION TO GRANT MISCELLANEOUS EASEMENTS AND RIGHTS OF WAY AS MAY BE REQUIRED FOR CONSTRUCTION AND COMPLETION OF PROJECT

The Association, acting through its duly constituted Board of Directors (including but not limited to any Board of Directors acting prior to, the Transitional Control Date) and subject to the Developer's approval during the Construction Sales Period shall have the power to grant such easements, licenses and other rights of way and 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, video text, broad band cable, satellite dish, earth antenna and similar unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contractor agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber fees, shall be receipts affecting the administration of the condominium project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

**ARTICLE IX**  
**IMPROVEMENTS OR ALTERATIONS TO CONDOMINIUM UNITS**

No Co-Owner shall do anything which would change the exterior appearance of a Dwelling Unit or any other portion of the Condominium Project except by the following procedure:

1. Application for such alterations or changes shall be made to the Board of Directors of the Association together with sufficient plans, drawings, or renderings as may be necessary to enable the Association to understand and evaluate the proposed changes.
2. The Board of Directors shall then appoint an architectural control committee for purposes of reviewing the proposal. The members of said committee need not be members of the Board of Directors but a Director shall not be disqualified from serving on such committee.
3. The Committee may seek opinions from the Co-Owners of the Development and shall, within a reasonable time, prescribed by the Directors render a recommendation and report to the Board of Directors.
4. The Board of Directors shall thereupon adopt a resolution either granting the permission for such alteration or denying same.

5. In the event that such application for changes are approved by the Board of Directors it shall be subject to a written undertaking by the Co-Owner acknowledging that all, of the improvements are to be at the Co-Owner's sole expense. That injury, if any, to the Common Elements will be repaired promptly by the Co-Owner at his sole expense and that the improvements will be completed by a date to be determined and established by the Board of Directors.

6. Through and including the time that the Developer conveys the last of the maximum number of dwelling units which may be built pursuant to the provisions of this Master Deed, all actions of the Architectural Control Committee pursuant to this Article shall require the specific approval of the Developer.

The Developer is specifically excluded from the provisions of this paragraph. The Developer specifically reserves to itself the right to alter, change, modify, redesign, or improve any Condominium Unit through and including such time as a Deed has been executed and delivered from the Developer to an individual purchaser.

All proceedings under this Article shall be specifically in accordance with Section 47 of the Act, or with Section 47a of the Act, if applicable. Neither the Board of Directors, nor the Architectural Control Committee may act in such a way as to inhibit a co-owner's rights under Section 47a of the Act.

7. In addition to the procedure outlined above, the following shall also apply:

A. 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 handicappers, or to alleviate conditions that could be hazardous to handicappers. 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 shall be 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.

B. An improvement or modification allowed by this section 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 section 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, not less than 30 days before the conveyance or lease. Not more than 30 days after receiving a notice from a co-owner under this subsection, the association of co-owners may require that the co-owner 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 conveys or leases his or her condominium unit to a handicapper who needs the same type of improvement or modification, or to a person whose parent, spouse, or child is a handicapper, requires the same type of improvement or modification, and resides with the person.

C. If a co-owner makes an exterior improvement or modification allowed under this section, the co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification, but the co-owner shall not be liable for acts or omissions of the association of co-owners with respect to the exterior improvement or modification, and the co-owner shall not be required to maintain liability insurance with respect to any common element. The association of co-owners shall be responsible for the cost of any maintenance of the improvement or modification, unless the maintenance cannot reasonably be included with the regular maintenance performed by or paid for by the association of co-owners, in which case the co-owner shall be responsible for the cost of the maintenance of the improvement or modification.

D. Before an improvement or modification allowed by this section 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 section, but 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 section, 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 60 days after the plans and specifications are submitted to the association of co-owners. If the association of co-owners does not approve or deny submitted plans and specifications within the 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 section if the co-owner disagrees with a denial by the association of co-owners of the co-owner's proposed improvement or modification.

E. As used in this section, "handicapper" means that term as defined in section 2 of the state construction code act of 1972, Act No. 230 of the Public Acts of 1972, being section 125.1502 of the Michigan Compiled Laws.

#### **ARTICLE X CONDEMNATION**

Except as may otherwise be provided by statute, in the case of condemnation or substantial loss to the units and/or common elements of the Condominium Project and at least 2/3 of the first mortgagees (based upon one vote for each mortgage owned) or owners (other than the Sponsor, Developer or Builder) of the individual condominium units have given their prior written approval, the Condominium Owners Association shall not be entitled to:

1. By act or omission to seek to abandon or terminate the Condominium Project;
2. Change the pro-rata interest or obligations of any condominium unit for purposes of levying assessments or charges, for allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro-rata share of ownership of each unit in the common elements;
3. Partition or subdivide any condominium unit;
4. By act or omission to seek to abandon, partition, subdivide and 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 Condominium Project shall not be deemed a transfer within the meaning of this clause.
5. Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements.

#### **ARTICLE XI ASSIGNMENT**

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

**ARTICLE XII**  
**AMENDMENT**

This Master Deed and the Condominium Subdivision Plan may be amended with the consent to two-thirds (2/3) of the co-owners except as hereinafter set forth.

1. Amendment Prior to Any Sales. If there is no co-owner other than the developer, the developer, with the consent of any interested mortgagee, may unilaterally terminate the condominium 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.

2. Modification of Units or Common Elements. No unit dimension may be modified in any material way without the consent of the co-owner and mortgagee of such unit, nor may the nature or extent of limited common elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the co-owner and mortgagee of any unit to which the same are appurtenant except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

3. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of two-thirds (2/3) of all first mortgagees of record allocating one vote for each mortgage held.

4. By Developer. Prior to one year after the expiration of the Construction and Sales Period, the Developer may without the consent of any co-owner or any other person amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as to not materially affect any rights of any co-owners or mortgagees in the Project or to make such other amendments as may have been reserved to the Developer in other sections of this Master Deed.

5. Change in Percentage of Value. The value of the vote of any co-owner and the corresponding proportion of common expenses assessed against such co-owner will not be modified without the written consent of such co-owner and his mortgage, nor shall the percentage of value assigned to any unit be modified without like consent except as provided in this Master Deed or Bylaws.

6. Termination. Vacation. Revocation of Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all co-owners and 85% of the first mortgagees.

7. Developer Approval. During the Construction and Sales Period, this Master Deed shall not be amended without the written consent of the Developer so long as the Developer continues to offer any unit in the Condominium for sale or for so long as there remains under such provisions any further possibility of construction of residential units on the land described in Article II hereof. No easements created under the condominium documents may be modified or obligations with respect thereto varied without the consent of each other benefited thereby.

8. Amendment to Exhibit "A". Administration of the condominium project shall be governed by Bylaws recorded as part of this Master Deed and designated as Exhibit "A" to this Master Deed. An amendment to the Bylaws shall be governed by the provisions of those Bylaws, Exhibit "A" to this Master Deed and Section 54 of the Act. Any amendment shall be inoperative until recorded.

9. Procedure for Amendment A change in the condominium project shall be reflected by an amendment to the appropriate condominium documents. If a change involves a change in the boundaries of a condominium unit or the addition or elimination of condominium units, a replat of the Condominium Subdivision Plan shall be prepared and recorded assigning a condominium unit number to each condominium unit in the amended project. The foregoing shall conform to the requirements of Section 67 of the Act.

A. Notification. Co-owners and mortgagees of record shall be notified of proposed amendments under this Section, not less than ten (10) days before the amendment is recorded.

B. Responsibility for Payment of Costs of Amendment. The person causing or requesting an amendment to the condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of two-thirds (2/3) of co-owners and, mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration.

C. Nothing contained in this Article shall, be deemed to abridge in any way the Developer's right to contract this Master Deed pursuant to the provisions of Article XII. Such amendments may be made unilaterally by the Developer without consent of any co-owners at the Developer's sole discretion.

D. Any person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of, Co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

10. Approval by Township. Notwithstanding any of the above provisions, no amendment to this Master Deed or to the Condominium Subdivision Plan (Exhibit B) shall be effective unless approved by the Charter Township of York.

WITNESS:

M.V. REALTY DEVELOPMENT, INC  
a Michigan Corporation

\_\_\_\_\_  
Diane L. Udell

By \_\_\_\_\_  
Danny Veri

\_\_\_\_\_  
Stephanie R. Battle

STATE OF MICHIGAN )  
                                  )ss  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 4th day of September, 1998, by Danny Veri, Partner of M.V. REALTY DEVELOPMENT, INC., a Michigan corporation, on behalf of the said corporation.

\_\_\_\_\_  
Notary Public, Wayne County, Michigan  
Colleen Holder  
My Commission Expires: 1-26-99

Drafted by and when recorded return to:  
Bryan L. Amann (P3663 1)  
Brashear, Tangora and Spence, LLP  
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Canton, MI 48187  
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