

**PURCHASER
INFORMATION
BOOKLET
FOR
DEER RIDGE**

PURCHASER INFORMATION BOOKLET

FOR

DEER RIDGE

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Lawrence Kestenbaum, Washtenaw Co



MASTER DEED

DEER RIDGE

Time Submitted for Recording
Date 12-17-2015 Time 10:00 AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

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

THIS MASTER DEED is made and executed on this 5th day of December, 2015, by Deer Ridge Development, Inc., a Michigan corporation, hereinafter referred to as the "Developer," whose address is P.O. Box 6391, Plymouth, Michigan 48170, 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 9, T4S, R6E, York Township, Washtenaw County, Michigan; thence S89°17'12"W 258.15 feet along the South line of said Section and the centerline of Judd Road; thence N00°50'18"W 228.39 feet; thence N38°23'38"W 270.79 feet; thence N78°14'07"W 26.50 feet; thence N00°42'48"W 71.57 feet; thence N09°59'10"E 488.49 feet; thence N00°42'48"W 455.69 feet; thence S89°08'15"W 981.19 feet to a point on the West line of the East 1/2 of the Southwest 1/4 of said Section and the East line of "WESTCHESTER HILLS" a subdivision as recorded in Liber 19 of Plats, Page 59, Washtenaw County Records; thence along said line N00°51'45"W 266.29 feet; thence N89°08'15"E 319.27 feet; thence N04°20'57"W 107.46 feet; thence N68°22'05"E 234.91 feet; thence N68°36'06"E 20.03 feet; thence N79°30'16"E 254.90 feet; thence S80°52'41"E 139.16 feet; thence S57°30'38"E 352.27 feet; thence S15°04'28"W 427.29 feet; thence S74°55'32"E 291.00 feet; thence S60°14'14"E 68.23 feet; thence S74°55'32"E 408.41 feet; thence S01°19'50"E 156.37 feet; thence N74°55'32"W 248.38 feet; thence S26°22'46"W 251.86 feet; thence Northwesterly 53.87 feet along the arc of a 273.00 foot radius circular curve to the left, through a central angle of 11°18'18", having a chord that bears N69°16'23"W 53.78 feet; thence N74°55'32"W 86.30 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius circular curve to the right, through a central angle of 90°00'00", having a chord that bears N29°55'32"W 21.21 feet; thence S15°04'28"W 96.00 feet; thence Northeasterly 23.56 feet along the arc of a 15.00 foot radius circular curve to the right, through a central angle of 90°00'00", having a chord that bears N60°04'28"E 21.21 feet; thence S74°55'32"E 86.30 feet; thence Southeasterly 49.16 feet along the arc of a 207.00 foot

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Tax Code #: Part of S-19-09-300-006



WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 100560

radius circular curve to the right, through a central angle of 13°36'22", having a chord that bears S68°07'21"E 49.04 feet; thence S15°04'28"W 284.19 feet; thence S54°03'22"E 172.82 feet; thence S00°50'18"E 296.24 feet; thence N89°09'42"E 324.09 feet; thence S01°19'50"E 60.00 feet to a point on the South line of said Section and the centerline of Judd Road; thence along said South line and said centerline S89°09'42"W 519.95 feet to the Point of Beginning. Being a part of the South 1/2 of the Section 9, T4S, R6E, York Township, Washtenaw County, Michigan and containing 28.29 acres of land, more or less. Being subject to the rights of the public over Judd 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 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 Deer Ridge as a building site project under the Act and does declare that Deer Ridge (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 Deer Ridge 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 Deer Ridge. 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 Deer Ridge 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 Deer Ridge as a Project and shall reflect the entire land area, if any, 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, if necessary. 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 and all amendments thereto, for Deer Ridge, but until such time, the terms of this Master Deed, as it may be amended, shall control. In the event the units and common elements in the Project are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the 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 no Consolidating Master Deed need be recorded.

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.

9. "Developer" means Deer Ridge 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 term is used in the condominium documents. Provided, however, that a "successor developer" under Section 135 of the Michigan Condominium Act shall not be a Developer as defined in the condominium documents. Provided further that conveyances of units by the Developer shall not serve to assign the Developer's rights unless the instrument of conveyance expressly so states.

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 Water Resources 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 (a) 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 (b) must be held within (i) fifty-four (54) months from the date of the first unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all units which may be created are sold, whichever occurs first.

12. "Mortgagee" means the individual, financial institution, corporation, partnership, or other entity holding a first mortgage lien on an individual unit in Deer Ridge.

13. "Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one (1) or more units in the Project, and shall have the same meaning as "co-owner" as defined in the Act. "Owner" shall also include both a land contract vendor and a land contract vendee and they shall have joint and several responsibility for assessments by the Association. The Developer shall also be an owner until the last unit is sold. Once sale of a unit occurs the subsequent title holder shall be an owner.

14. "Project" means Deer Ridge 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 Deer Ridge 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 Deer Ridge, 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 (1) building site.

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 Deer Ridge, Washtenaw County Condominium Subdivision Plan No. 1631. 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 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 the private roads (which shall be subject to access easements for purposes of ingress and egress for the benefit of police, fire, emergency, delivery, refuse collection, U.S. Post Office, governmental entity service, and school vehicles, the signs for which shall be maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices, and 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 natural gas line networks throughout the Project up to the point of lateral connection for unit service.

c. The telephone, television and telecommunication wiring networks, if available, 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 or for the benefit of 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 1b, 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 Environmental 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 the private roads, any landscape buffers, any storm water drainage easement courses (including surface water drainage courses on individual units) and detention easement areas, 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 Water Resources Commissioner. Should the Association fail to act within this time frame, the Washtenaw County Water Resources Commissioner may perform the needed maintenance and assess the costs against the Association or the individual unit owners. In addition, the Association shall indemnify and hold harmless the owners of the adjacent twelve (12) acre parcel for any damage caused, in whole or in part, by storm water drained through the storm water drainage easement from the Project onto said twelve (12) acre parcel. This indemnification obligation shall include the obligation to indemnify for any damage or loss to the twelve (12) acre parcel itself, or to any improvements (whether now existing or hereafter constructed outside of the easement area) or personal property located in said improvements or on the land itself, outside of the easement area. The storm water drainage easement provides the owners of said twelve (12) acre parcel with the right to collect all actual reasonable attorney's fees incurred in the enforcement of their right of indemnification as set forth above. If, for any reason, the Association shall fail to pay any amount

required by this indemnification obligation within thirty (30) days of receiving a demand for the same, the indemnification obligation shall extend to include any and all owners of any unit in the Project, pro rata. Any judgment, plus attorney's fees, court costs and accrued interest, whether obtained against the Association or the individual unit owners under this provision, until paid, shall attach as a lien against each and every unit of the Project, pro rata, in favor of the owners of the adjacent twelve (12) acre parcel. Accordingly, any and all liens shall be released only upon payment in full by the Association and/or any unit owner(s), pro rata, to the owners of the twelve (12) acre parcel of the amount due.

In addition, the Association shall be responsible for the following landscape maintenance obligations:

- (1) Dead or dying trees in open spaces and along interior roads should be replaced by the following growing season.
- (2) Open space grass along Judd Road to be kept to a height between three (3") inches and six (6") inches.
- (3) Judd Road detention pond and rear borders to be mowed to a height between three (3") inches and six (6") inches for first two growing seasons. After that, prescribed burns should be conducted once every year or every two years, in the fall, to promote growth of native vegetation in seed mix. Burns to be carried out per regulations of the Township of York.
- (4) Central open space should also be mowed to a height between three (3") inches and six (6") inches for first two growing seasons. After that, prescribed burns should be conducted once every year or every two years, in the fall, to promote growth of native vegetation in seed mix. Burns to be carried out per regulations of the Township of York.
- (5) Volunteer shrubs and trees along Judd Road frontage to be removed as detected to maintain an attractive landscape along Judd Road.
- (6) Invasive shrubs and trees to be removed from central open space every two (2) to three (3) years.

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 (1) is expressly assigned to them by any provision of the Project documents, or (2) 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.

4. Until the Developer has sold all of the units in the Project, or no later than six (6) years from the date of recording this Master Deed, whichever event first occurs, it may, in its sole discretion, and subject to the advance written approval of the Township of York, (a) modify the dimensions of unsold units and the general common elements, by enlargement, combination, division or reduction in size, (b) make such other alterations as it deems necessary or appropriate to any unsold units or the general common elements and (c) eliminate an unsold unit from the Project, either prior to or after its development. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any unit sold by Developer which adjoins or is proximate to the modified unit. An owner's unit dimensions may not be modified without the owner's consent. Other than with regard to previously sold units, all space in the Project, since it is or could be affected by such a modification or alteration, is hereby designated as "convertible areas," whether or not so designated on the Condominium Subdivision Plan attached hereto as Exhibit "B." Such space may be converted, in the Developer's sole discretion, into portions of a unit or general common elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefor may be assigned by an amendment to this Master Deed effected solely by Developer without the consent of any other person. No unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. 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 unanimously consented to such amendment or amendments to this Master Deed and irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

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 Deer Ridge, as a separate building site as surveyed by Washtenaw Engineering Company, 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 of value assigned to all units in this Project 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 (1) unit in accordance with Section 48 of the Act, subject to the approval of the Developer and the Township of York. Once combined, said units shall be assessed as a single unit within the Project. 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.

4. Notwithstanding any provision of the condominium documents to the contrary, first mortgagees are entitled to vote on amendments to the condominium documents only under the circumstances listed in Section 90a of the Act.

5. Each first mortgagee has the right to examine the books and records of the Association.

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 at any time thereafter without cause or payment of a termination fee.

8. Notwithstanding anything provided hereinabove to the contrary, in the event of a vote for an amendment to the project documents, any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

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 FOR UTILITIES

There shall be access 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 (1) 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 Developer and/or the Board of Directors of the Association may grant such easements over or through or dedicate any portion of any general common element of the Project for utility safety 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 so long as the construction and sales period has not expired.

ARTICLE IX

EXPANSION OF PROJECT

The Project established pursuant to the initial Master Deed of Deer Ridge and consisting of eleven (11) units is intended to be the first stage of a multi-stage Project to expand and contain in its entirety forty-nine (49) units. The Developer owns or is interested in certain additional land in the Township of York, Washtenaw County, Michigan, described as follows:

PROPOSED FUTURE DEVELOPMENT "A"

Commencing at the South 1/4 corner of Section 9, T4S, R6E, York Township, Washtenaw County, Michigan; thence N89°09'42"E 519.95 feet along the South line of said Section and the centerline of Judd Road; thence N01°19'50"W 60.00 feet to the POINT OF BEGINNING; thence S89°09'42"W 324.09 feet; thence N00°50'18"W 296.24 feet; thence N54°03'22"W 172.82 feet; thence N15°04'28"E 284.19 feet; thence Northwesterly 49.16 feet along the arc of a 207.00 foot radius circular curve to the left, through a central angle of 13°36'22", having a chord that bears N68°07'21"W 49.04 feet; thence N74°55'32"W 86.30 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius circular curve to the left, through a central angle of 90°00'00", having a chord that bears S60°04'28"W 21.21 feet; thence N15°04'28"E 96.00 feet; thence Southeasterly 23.56 feet along the arc of a 15.00 foot radius circular curve to the left, through a central angle of 90°00'00", having a chord bears S29°55'32"E 21.21 feet; thence S74°55'32"E 86.30 feet; thence Southeasterly 53.87 feet along the arc of a 273.00 foot radius circular curve to the right, through a central angle of 11°18'18", having a chord that bears S69°16'23"E 53.78 feet; thence N26°22'46"E 251.86 feet; thence S74°55'32"E 248.38 feet; thence S01°19'50"E 891.57 feet to the Point of Beginning. Being a part of the Southeast 1/4 of the Section 9, T4S, R6E, York Township, Washtenaw County, Michigan and containing 7.85 acres of land, more or less. Being subject to easements and restrictions of record, if any.

PROPOSED FUTURE DEVELOPMENT "B"

Commencing at the South 1/4 corner of Section 9, T4S, R6E, York Township, Washtenaw County, Michigan; thence S89°17'12"W 258.15 feet along the South line of said Section and the centerline of Judd Road; thence N00°50'18"W 228.39 feet; thence N38°23'38"W 270.79 feet; thence N78°14'07"W 26.50 feet; thence N00°42'48"W 71.57 feet; thence N09°59'10"E 488.49 feet; thence N00°42'48"W 455.69 feet; thence S89°08'15"W 981.19 feet to a point on the West line of the East 1/2 of the Southwest 1/4 of said Section and the East line of "WESTCHESTER HILLS" a subdivision as recorded in Liber 19 of Plats, Page 59, Washtenaw County Records thence along said line N00°51'45"W 266.29 feet to the POINT OF BEGINNING; thence continuing along said line N00°51'45"W 918.39 feet to a point on the East and West 1/4 line of said Section; thence along said East and West 1/4 line N89°16'05"E 1340.98 feet to the Center of said Section 9; thence continuing along said East and West 1/4 line N89°16'05"E 494.18 feet; thence S01°19'50"E 1529.48 feet; thence N74°55'32"W 408.41 feet; thence N60°14'14"W 68.23 feet; thence N74°55'32"W 291.00 feet; thence N15°04'28"E 427.29 feet; thence N57°30'38"W 352.27 feet; thence N80°52'41"W 139.16 feet; thence S79°30'16"W 254.90 feet; thence S68°36'06"W 20.03 feet; thence S68°22'05"W 234.91 feet; thence S04°20'57"E 107.46 feet; thence S89°08'15"W 319.27 feet to the Point of Beginning. Being a part of the South 1/2 of Section 9, T4S, R6E, York Township, Washtenaw County, Michigan and containing 42.99 acres of land, more or less. 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 forty-nine (49) 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 one hundred percent (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 one hundred percent (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.

Notwithstanding the above, if the Developer has not completed development and construction of units or improvements in the Project, that are identified as "need not be built," during a period ending ten (10) years after the date of commencement of construction by the Developer of the Project, the Developer, its successors, or assigns have the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any owners, mortgagees of units in the Project, or any other party having an interest in the Project. If the Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of units or common elements in the Project, then the time period is six (6) years after the date the Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Project before expiration of the time periods, those undeveloped lands shall remain part of the Project as general common elements and all rights to construct units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer units existing, an owner or the Association may bring an action to require revisions to the percentages of value under Section 95 of the Act.

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, and pedestrian walkways, if applicable, or other improvements 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 Deer Ridge, whether or not owned by the Developer as of the date hereof. All expenses of maintenance, repair, replacement, and resurfacing of any such commonly shared roads, walkways or other improvements in this Project or on the land described in Article IX shall be shared by this Project and any developed portions of the contiguous land described in Article IX. The owners in this Project shall be responsible from time to time for payment of a proportionate share of said expenses for said commonly shared roads, walkways or other improvements, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of units in the Project, and the denominator of which is comprised of the number of such units plus all other equivalent units on the adjoining land described in Article IX. The Developer also reserves the right to dedicate, for the use of the public, any roads and walkways over and across the Project to any state, county or local units of government or private or public utility companies. The Developer further reserves the right to grant easements or licenses over, under and across the Project to governmental units or public or private utilities with respect to utilities that service the Project or the premises described in Article IX 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 Deer Ridge 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, including, but not limited to electricity, gas, telecommunications, and storm sewer mains, drainage ways or detention areas; provided, however, that the effect of such tap-in, tie-in, extension, and enlargement privileges shall not unduly burden the existing utility lines or facilities 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. Utility companies and governmental units furnishing utility services such as storm water, electricity, telephone, television, cable services, gas, and other similar services shall have access to the common elements and the units as may be reasonable for the installation, repair, maintenance, or replacement of such utilities.

ARTICLE XII

FUTURE ACCESS AND UTILITY EASEMENTS

The Developer further reserves the right at any time up until two (2) years after the end of the construction and sales period 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 for 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 a grant of easement or 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, and rights-of-way 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.

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.

ARTICLE XIV

ACCESS EASEMENTS

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

CONTRACTION OF PROJECT

1. As of the date this Master Deed is recorded, the Developer intends to establish a Project consisting of forty-nine (49) units on the land described on page one and in Article IX. The Developer reserves the right, however, to establish a Project consisting of fewer units than described above within the land described on page one and in Article IX and to withdraw from the Project all or some portion of the land described on page one and in Article IX. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of units in this Project may, at the option of the Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of units be less than two (2).

2. In addition to the provisions of paragraph 1 above, the Developer unconditionally reserves the right to withdraw from the Project any portion or portions of the land described on page one and in Article IX, provided such land is not reasonably necessary to provide access to or otherwise serve the units included in the Project, as contracted, pursuant to its contraction rights as provided under Section 67 of the Act, as amended. The Developer reserves the right to use the portion of the land withdrawn to establish, in its sole discretion, a single family residential development of any form. The Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land previously withdrawn.

3. In the event of any contraction under this Article XV, the Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described on page one and in Article IX and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the premises, including, but not limited to, storm water detention ponds, telephone, electrical, natural gas, and telecommunication lines. In addition, to the extent that any general common elements within the land described on page one and in Article IX are withdrawn from the Project, the Developer shall cause nonexclusive easements for the benefit of the units

remaining in the Project to be created over such withdrawn general common elements to the extent necessary for the continued operation of the Project.

4. Any contraction in size of this Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to the Developer, in its sole discretion. Each such amendment to the Master Deed shall proportionately readjust the percentages of values set forth in Article V, in order to reflect the total value of one hundred percent (100%) for the entire Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of the Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

5. Any amendments to the Master Deed pursuant to paragraph 4 above shall also contain such further definitions and re-definitions of general common elements as may be necessary to adequately describe, serve and provide access to the units in the Project, as contracted. In connection with any such amendments, the Developer shall have the sole right to change the nature of any common elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article XV, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

6. All of the owners and mortgagees of units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article XV and to any proportionate reallocation of percentages of value of units which the Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the execution of such 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 the entire Master Deed or the exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits hereto.

ARTICLE XVI

MICHIGAN RIGHT TO FARM ACT

Owners in Deer Ridge 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 Deer Ridge 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:

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.

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

DEER RIDGE 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 Water Resources Commissioner, the Deer 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, with said easement set forth thereon, which easement may not be amended or revoked, except with the written approval of Grantee, and which easement contains 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 for the purposes identified in subsection 1, above.
3. No unit owner in the Project shall build or convey to others any permission to build any permanent structures on said easement.
4. 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.
5. The Grantee and its agents, contractors and designated representatives shall have the right of entry on, and to gain access to, the easement property.
6. 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 XVIII

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 Project 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 (until two (2) years after the end of the construction and sales period) and for the

Association (acting through a majority of its Board of Directors), hereby expressly reserves the right to amend the Project documents for such a purpose. Amendments which do not materially alter or change the rights of an owner or materially impair the security of a mortgagee, as defined in Section 90a of the Act, 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 Project 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 or 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, with each mortgagee to have one (1) vote for each unit covered by its mortgage. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the termination.

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 a 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 a 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 unit covered by its mortgage), but only as is required in accordance with Section 90a of the Act, 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. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of owners is considered two-thirds (2/3) of all owners entitled to vote as of the record date for such votes.

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. 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.

10. The rights granted to the Washtenaw County Water Resources Commissioner, the Deer Ridge Drainage District and their successors and assigns, under Article XVII shall not be amended without their express written consent. Any purported amendment or modification of the rights granted under Article XVII shall be void and without legal effect unless agreed to in writing by the Washtenaw County Water Resources Commissioner, the Deer Ridge Drainage District, or their successors and assigns.

11. A Master Deed amendment 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 XIX

ASSIGNMENT


Any or all of the rights and powers granted or reserved to the Developer in the Project documents or by law, including the right and 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 in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved by or granted to the Developer or its successors shall terminate, and those rights and powers shall automatically be assigned as a matter of law to the Association, at the conclusion of two (2) years after the end of the construction and sales period as defined in Article I of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Project and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).


DEER RIDGE DEVELOPMENT, INC., Developer

By: 
Ronald E. Cook, President

STATE OF MICHIGAN, COUNTY OF Washtenaw

On December 5, 2015, Ronald E. Cook appeared before me, and stated under oath that he is the President of Deer Ridge Development, Inc., a Michigan corporation, and that this document was signed on 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
Acting in Washtenaw County, Michigan
My commission expires: 6/9/19

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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Lawrence Kestenbaum, Washtenaw Co



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**FIRST AMENDMENT TO MASTER DEED
OF DEER RIDGE**

Deer Ridge Development, Inc., a Michigan corporation, whose address is P.O. Box 6391, Plymouth, Michigan 48170, being the Developer of Deer Ridge, 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 17, 2015, in Liber 5128, Page 875, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 631, hereby amends said Master Deed pursuant to the authority reserved in Article XVIII for the purpose of complying with requirements of the Washtenaw County Water Resources Commissioner. Said Master Deed is amended in the following manner:

1. Upon recording of this First Amendment to Master Deed in the Office of the Washtenaw County Register of Deeds, the original Storm Water Management System Maintenance Plan attached to the By-Laws (Exhibit "A" to the Master Deed) as pages 44, 45 and 46, shall be replaced and superseded by the attached Storm Water Management System Maintenance Plan as new pages 44, 45, 46, and 47 and pages 44, 45 and 46, as originally recorded in Liber 5128, Page 875, Washtenaw County Records, shall have no further force or effect.


2. Sheets 1 through 6, inclusive, of Replat No. 1 of Washtenaw County Condominium Subdivision Plan No. 631, marked Exhibit "B" to the First Amendment to the Master Deed of Deer Ridge, a site condominium, attached hereto, shall, upon recordation in the Office of the Washtenaw County Register of Deeds of this First Amendment to Master Deed, replace, supersede and supplement Sheets 1 through 6, inclusive, of the Condominium Subdivision Plan of Deer Ridge, as previously recorded in Liber 5128, Page 875, Washtenaw County Records, and said previously recorded Sheets 1 through 6, inclusive, shall be of no further force or effect.

Time Submitted for Recording
Date 2-5-2016 Time 11:15 AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

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


Dated: February 5, 2016.

DEER RIDGE DEVELOPMENT, INC.,
Developer

By: 
Ronald E. Cook
Its: President

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On February 5, 2016, Ronald E. Cook appeared before me, and stated under oath that he is the President of Deer Ridge Development, Inc., a Michigan corporation, and that this document was signed on 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
Acting in Washtenaw County, Michigan
My commission expires: 6/9/19

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: \$47.00

Tax code #: S-19-09-305-001 through -007 (Units 1 through 7), -040 (Unit 40),
-041 (Unit 41), -047 (Unit 47), and -049 (Unit 49)

