

**MASTER DEED  
THE HILLS OF TYRONE**

This Master Deed is made and executed on this 15th day of July, 1991, by Hills of Tyrone Development, Inc., a Michigan corporation, ("Developer"), the address of which is 1107 Penniman, Plymouth, Michigan 48170, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein 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 The Hills of Tyrone as a Condominium Project under the Act and does declare that The Hills of Tyrone (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project is provided as follows:

**ARTICLE I  
TITLE AND NATURE**

The Condominium Project shall be known as The Hills of Tyrone, Livingston County Condominium Subdivision Plan No. 32. 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, 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 LEGAL DESCRIPTION

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

Part of the NE 1/4 and part of the NW 1/4 of Section 3, T4N R6E, Township of Tyrone, Livingston County, Michigan, more particularly described as: Commencing at the North 1/4 corner of Section 3; thence S 87°13'32" E along the North line of said Section, 13.25 feet; thence S 02°19'47" W, 33.00 feet to the point of beginning, thence S 02°19'47" W, 367.08 feet; thence N 87°04'03" W, 14.46 feet; thence S 02°24'19" W, 795.13 feet; thence 184.65 feet along a curve to the left having a radius of 194.48 feet and a chord which bears S 24°47'32" E, 177.79 feet, thence 164.17 feet along a curve to the right having a radius of 263.00 feet and a chord which bears S 34°06'52" E, 161.49 feet, thence N 73°45'54" E, 160.06 feet; thence S 02°27'00" W, 688.85 feet; thence N 87°49'01" W, 336.40 feet; thence N 01°43'15" E, 675.87 feet; thence S 88°28'25" E, 98.52 feet; thence 55.00 feet along a curve to the left having a radius of 197.00 feet and a chord which bears N 43°59'42" W, 54.83 feet; thence 247.31 feet along a curve to the right having a radius of 260.48 feet and a chord which bears N 24°47'32" W, 230.13 feet thence N 02°24'19" W, 8.16 feet; thence N 88°28'25" W, 208.25 feet; thence N 03°33'26" E, 793.20 feet; thence S 86°57'47" E, 192.33 feet; thence N 04°24'22" E, 367.03 feet; thence S 87°02'35" E, 52.35 feet; thence S 87°13'32" E, 12.78 feet to the point of beginning containing 11.4 acres more or less and subject to all easements and restrictions of record and all governmental limitations and further subject to reservation by the Developer of all oil, gas, and mineral rights; further subject to certain Bancroft Court easements recorded in Liber 1381 at Page 480 and Liber 1389 at Page 258, Livingston County Records, and a certain Agreement for Maintenance recorded in Liber 1389 at Page 258, Livingston County Records and further subject to the rights of adjoining owners to use Bancroft Court.

## 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 limitation, the Articles of Incorporation and rules and regulations of The Hills of Tyrone Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and

other instruments affecting the establishment of, or transfer of, interests in The Hills of Tyrone as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The “Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. “Association” means The Hills of Tyrone Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. “bylaws” means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) 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.

Section 4. Common Elements. “Common Elements”, where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. “Condominium Documents” means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. “Condominium Premises” means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Hills of Tyrone as described above.

Section 7. Condominium Project, Condominium or Project. “Condominium Project”, “Condominium” or “Project” means The Hills of Tyrone, as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. “Condominium Subdivision Plan” means Exhibit 8 hereto.

Section 9. Consolidating Master Deed. “Consolidating Master Deed” means the final amended Master Deed which shall describe The Hills of Tyrone as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VII, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Co-owner or Owner. “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”, wherever used, shall be synonymous with the term “Co-owner”.

Section 11. Developer. “Developer” means Hills of Tyrone 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.

Section 12. Development and Sales Period. “Development and Sales Period”, for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project and for so long as Developer continues or proposes to construct other residences or owns or holds an option or other enforceable purchaser interest in land within a half-mile radius of the Condominium.

Section 13. First Annual Meeting. “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 may be brought before the meeting. Such meeting is to be held (a) in the Developer’s sole discretion after 50% of the Units are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units are sold, whichever first occurs.

Section 14. Transitional Control Date. “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.

Section 15. Unit or Condominium Unit. “Unit” or “Condominium Unit” each mean a single residential building site in The Hills of Tyrone, as described in Article V, 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 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.

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 and vice versa.

#### ARTICLE IV

## COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II hereof and other common areas, when included as a part of the Condominium, not identified as Units or Limited Common Elements.

(b) Roads. Bancroft Court and such other interior roads as may subsequently be added to the Condominium. The cul-de-sac shown on the Condominium Subdivision Plan shall be a General Common Element until such time as Bancroft Court is later extended to serve the Condominium as enlarged.

(c) Electrical. The electrical transmission mains throughout the Project, up to the point of lateral connections for Unit service.

(d) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.

(e) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service.

(f) Gas. The gas distribution system throughout the Project, up to the point of lateral connections for Unit service.

(g) Telecommunications. The telecommunications system, if and when installed, up to the point of lateral connections for Unit service.

(h) Storm Sewer. The storm sewer system throughout the Project.

(i) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended or will be intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project, such as sanitary/storm sewer or central water systems.

Section 2. Limited Common Elements. Limited common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) Yard Areas. Each Limited Common Element immediately surrounding a Unit as designated on the Condominium Subdivision Plan is a yard area limited in use to the

Unit which it immediately surrounds.

(b) Utility Leads. All utility leads lying within the Unit and adjoining Limited Common Element yard area are limited in use to the Units which they respectively service.

(c) Wells. Each water well is limited in use to the Unit served thereby.

(d) Sanitary Disposal System. Each sanitary disposal system is limited in use to the Unit served thereby.

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

(a) Co-owner Responsibility for Units and Limited Common Elements. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B hereto and that various appurtenances to such dwellings, including driveways, may extend into the Limited Common Element yard areas surrounding the same. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance to each dwelling as a Limited Common Element shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such dwellings, Units and appurtenant Limited Common Elements, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association. In connection with any amendment made by the Developer pursuant to Article VIII hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense. For maintenance purposes, the General Common Element area between the roadway pavement and each Co-owner's Limited Common Element setback area shall be planted with grass and maintained by each Co-owner as a part of his front setback area and in accordance with the standards set forth in the Bylaws.

(b) Association Responsibility for Units and Common Elements. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units or within the Limited Common Elements appurtenant thereto. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings constructed within any Unit boundaries and their appurtenant Limited Common Elements 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) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications, 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, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units and their Limited Common Element yard areas. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units and their respective Limited Common Element yard areas.

Section 5. 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. No Limited Common Element may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to whose Unit the same is appurtenant.

## ARTICLE V UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Hills of Tyrone as prepared by Progressive Architects, Engineers, Planners, Inc. and attached hereto as Exhibit B. Each Unit shall consist of the space contained within Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines. The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, the Developer or, upon assignment, the Association shall have the right, in its sole discretion, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article XI below.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay an equal share of the expenses of maintaining the General Common Elements. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

## ARTICLE VI SUBDIVISION, CONSOLIDATION OF UNITS, LIMITED COMMON ELEMENTS

Notwithstanding any other provision of the Master Deed or the Bylaws, and subject to the prior written approval of the Livingston County Health Department, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 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.

Section 1. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Subdivide Units; Consolidate Units; Relocate Boundaries. Subdivide or resubdivide any Unit which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such subdivision or resubdivision of Units, 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 Developer, its successors or assigns. Any and all activity set forth in this paragraph shall comply with any and all governmental rules, regulations or ordinances, including the submission for approval if and when such is necessary.

(b) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, 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 General or Limited Common Elements as may be necessary to adequately describe the 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 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 rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake:

(a) Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, which Board shall not under any circumstances be obligated to approve, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Livingston County Register of Deeds. Any and all activity set forth in this paragraph shall comply with any and all governmental rules, regulations or ordinances, including the submission for approval if and when such is necessary.

(b) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, 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 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 Livingston County Register of Deeds. Any and all activity set forth in this paragraph shall comply with any and all governmental rules, regulations or ordinances, including the submission for approval if and when such is necessary.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VI.

## ARTICLE VII EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of The Hills of Tyrone and consisting of 11 Units is intended to be the first stage of an Expandable Condominium under the Act which may contain in its entirety a maximum of 300 Units. Additional Units, if any, will be established upon all or some portion of the following:

Part of the S 1/2 of the NW fractional 1/4 and part of the S 1/2 of the NE fractional 1/4 and part of the SE 1/4 and part of the SW 1/4 of Section 3, T4N-R6E, Township of Tyrone, Livingston County, Michigan, and being more particularly described as follows: Beginning at a point on the East Right-of-Way line of Runyan Lake Road which is N 02°11'08" E along the West line of said Section, 27.68 feet and S 88°23'46" E, 33.00 feet from the West 1/4 corner of said Section 3; thence continuing S 88°23'46" E, 317.06 feet; thence N 02°11'08" E parallel with the West line of said Section 630.11 feet; thence S 88°26'42" E, 1784.83 feet; thence S 87°49'01" E, 871.06 feet; thence S 02°27'00" W, 659.73 feet; thence S 88°15'33" E, 331.95 feet; thence S 02°18'58" W, 1320.03 feet; thence W 89°15'33" W, 1191.08 feet; thence W 88°20'03" W, 825.30 feet; thence N 02°03'32" E, 659.82 feet; thence W 88°23'46" W, 1137.40 feet; thence N 02°23'29" E, 379.27 feet; thence S 89°38'36" W, 146.47 feet to a point on the East Right-of-Way line of Runyan Lake Road; thence N 02°22'35" E, 312.55 feet to an angle point in said East Right-of-Way line; thence continuing along said East line, W 02°11'08" E, 28.07 feet to the Point of Beginning, containing 121.36 acres of land; and

(parcel x - 538)

A parcel of land beginning W 89°49'50" E, 399.31 feet from S 1/4 corner of

Section 34; thence N 56°07'20" E, 424.75 feet; thence S 01°13'00" E, 235.76 feet; thence S 89°49'50" W, 357.65 feet to Place of Beginning, Section 34, T5N-R6E, 97 acres; and

(parcel 04-03-100-012)

Section 3, T4N-R6E, NW 1/4 of SE 1/4 of NW FRL 1/4, 10 acres; and

(parcel 04-03-100-011)

Section 3, T4N-R6E, beginning 40 rods North and 60 rods East of W 1/4 post of Section, North 40 rods. East 20 rods, S 40 rods. West 20 rods to beginning, 5 acres; and

(parcel 04-03-100-007)

Section 3, T4W-R6E, East 11.12 acres of NW 1/4 of NW FRL 1/4 11.12 acres; and

(parcel 04-03-200-002)

Section 3, T4N-R6E, beginning 330 feet N 89°49'50" E, from N 1/4 corner; thence N 89°49'50" E, 1720.78 feet, S 00°44'10" W, 2730.93 feet, S 87°21'50" W, 648.80 feet, S 02°16'00" E, 1333.65 feet, thence S 89°10'50" W, 689.47 feet; thence N 01°21'20" W, 1333.65 feet; thence S 87°55'30" W, 332.23 feet; hence N 00°56'10" E, 2730.93 feet to beginning, 127.57 acres, more or less; and

(parcel 04-03-200-003)

Part of the Northeast fractional 1/4 of Section 3, T4N-R6E, Tyrone Township, Livingston County, Michigan, described as follows: Beginning at a point 143.63 rods West of the Northeast corner of said Section 3; thence South 72.35 rods; thence West 20 rods; thence North 72.35 rods to the place of beginning; EXCEPTING THEREFROM a parcel described as; Commencing at the Northeast corner of said Section 3; thence West 143.63 rods; thence West 210 feet for a Point of Beginning; thence South 400 feet; thence West 120 feet; thence North 400 feet; thence East 120 feet to the Point of Beginning; and land lying between the above parcels and the land described in Article II to assure the above parcels are contiguous with the land described in. Article II;

except therefrom that portion described in Article II above, as it may from time to time be amended; (all of which land is hereinafter referred to as the "area of future development").

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project and Common Elements may, at the option of

the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development. No Unit shall be created within the area of future development that is not restricted exclusively to residential use. In addition, all structures to be located in the area of future development, whether constructed by the Developer, an Owner or a third party, must comply with all restrictions set forth in the Condominium Documentation, including without limitation the restrictions on size set forth in Section 3 of Article VI of the Bylaws, and all governmental regulations and requirements. Common Elements that may be included, but which the Developer is in no way obligated to include, are jogging and/or walking paths, tennis courts, spring or other related amenities for use by the Owners.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VII, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

## ARTICLE VIII CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The Limited Common Element yard areas adjacent to the respective Units are hereby designated as Convertible Areas within which the Units and Common Elements may be modified as provided herein. All General Common Element roads in the Condominium shall also be convertible areas to enable upgrading of the surface of such roads by the Developer and to enable expansion of the Condominium. No new Units may be created in any of the convertible areas.

Section 2. Reservation of Rights to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six years from the date of recording this Master Deed, to enlarge or extend Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas above designated for such purpose, to relocate driveways, and/or to construct privacy areas, courtyards, atriums, patios, decks and other private amenities, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element; provided, however, any such enlargement, extension or modification shall comply with all governmental rules, regulations or ordinances then in effect. Under no circumstances, however, shall the Developer, the Association or any other Co-owner or assignee of the Developer modify, enlarge or diminish any Limited Common Element yard area or any rights in connection therewith without the express written consent of the Co-owner to

whose Unit such yard area is appurtenant. The Developer also reserves the right, but is in no way obligated, during the same six-year period to upgrade the surface of the General Common Element roads located within the Condominium unless otherwise required by any governing body or municipality. All maintenance, repair and replacement costs for General Common Element roads shall continue to be an expense of administration of the Condominium. Bancroft Court and its temporary cul-de-sac may also be modified physically and in the Condominium Subdivision Plan as may be required from time to time in a manner consistent with the number of Units it is required to serve and the Limited Common Element Yard areas for affected units enlarged when the cul-de-sac is no longer needed without obtaining consents of the Owners or the mortgagees of the affected Units.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion. No improvements, other than as above indicated, may be created on the Convertible Areas.

## ARTICLE IX OPERATIVE PROVISIONS

Any expansion or conversion in the Project pursuant to Articles VII or VIII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion or conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof may be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. 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.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendments. In connection with any such amendments, 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 Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project.

Section 3. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 4. Consent of Interested Persons. 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 all amendments to this Master Deed as may be proposed by the Developer for the purposes of expanding the Project or converting Common Elements as is reserved in Articles VII and VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of 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 rerecording the entire Master Deed or the Exhibits

hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE X AMENITIES

The Developer, during the Development and Sales Period, may, in its sole discretion, construct various amenities including, but not limited to, jogging and/or walking paths, tennis courts, spring or swimming hole or other related amenities (hereinafter called the "Amenities") and hereby reserves the right to do so anywhere within the General Common Element area described on the Condominium Subdivision Plan or the land described in Article VII. Developer shall pay the costs of such amenities, if constructed. Upon inclusion of the same in the Condominium, all Co-owners and all future Co-owners in The Hills of Tyrone shall thereafter contribute to the maintenance, repair and replacement of the Amenities as an expense of administration of the Condominium. Developer has no obligation to construct any particular Amenities or include the same in the Condominium except pursuant to its discretionary election to do so. Final determination of the design, layout and location of such Amenities, if constructed, will be at the sole discretion of the Developer.

## ARTICLE XI EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. There shall be easements to, through and over the entire Project (including all Units and their Limited Common Element yard areas) for the continuing maintenance, repair, replacement and enlargement of any General common Element utilities in the Condominium. In the event any portion of a structure located within 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 change 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. One of the purposes of this Section is to clarify the right of the Co-owner to maintain structural elements and fixtures which project into the Limited Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

### Section 2. Easements Retained by Developer.

(a) Roadway Easements. The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VII. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VII. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of

such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwellings on the land described in Article VII whose closest means of access to a public road is over such road.

The Developer reserves the right at any time during the Development and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width and of such specifications as may then be required by the local public authority over any or all of the roadways in The Hills of Tyrone shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made 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 the Condominium Subdivision Plan hereto, recorded in the Livingston 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 of this Master Deed to effectuate the foregoing right-of-way dedication. Any such dedication shall be subject to rights of dedication and use reserved in the Agreement.

(b) 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 VII or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, electric, telephone, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VII which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a 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 Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwellings on the land described in Article VII that are served by such mains.

The Developer reserves the right at any time during the Development and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of 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, recorded in the Livingston 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 amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title. All such grants shall be subject to rights reserved in the Agreement.

(c) Abandonment of Septic Sewer and/or Water Supply Systems. At the time of the recording of this Master Deed, public sewer service and public water service were not available to the Condominium. In the event the public sewer service and/or water facilities are made available to the Condominium at some time in the future, the septic sewer system and/or all water wells installed by Co-owners shall be abandoned within one year after the public sewer service and/or public water is/are available (or sooner if so required by the Township of Tyrone or other governmental authorities) and each Unit in the Condominium shall be connected to the public sewer service and/or the public water service as the case may be. Each individual Co-owner shall bear the expense of tapping into the public sewer system and/or public water system to service his respective Unit according to the fee schedules and conditions established by any such governmental authorities. If feasible, a community water system could be installed and, under such circumstances, each Unit in the Condominium shall connect to the community system within one year after service is available and bear the connection expense.

Section 3. Grant of Easements by Association. 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 reasonable easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, sanitary and/or storm sewers, water supply systems, or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted or burdened thereby.

Section 4. Association and Developer Easements for Maintenance, Repair and Replacement. 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 of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder

shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit or yard area appurtenant thereto. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. 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 which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment 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 Condominium 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.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or 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 service 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.

Section 6. Easement for storm Water Drainage System. There shall exist an easement in favor of the Association for storm water drainage in the areas within Units 1 through 5 and their appurtenant Yard Areas as designated therefor on the Condominium Subdivision Plan, which area shall be maintained as to its physical configuration by the Association but shall be landscaped by the Owner of the Unit or Limited Common Element yard area over which the drainage easement is located. This easement is created for the purpose of facilitating drainage throughout portions of the Condominium and certain adjoining property and is for the benefit of all owners of all such real property. No residences or other permanent structures shall be placed within such easement.

Section 7. Bancroft Court Easement. Bancroft Court, a Common Element which serves as

access to the Units in the Condominium, is subject to certain Bancroft Court easements, a certain Agreement for Maintenance as described in Article II, and rights of others adjoining Bancroft Court and shall be maintained by the Association for the benefit of all parties entitled to its use in accordance with the terms of the foregoing instruments.

Section 8. Septic Field Easement. The Co-owner of Unit 9, its successors and assigns, shall have the right to utilize a certain 20.5 foot wide easement over Unit 10 which is depicted on the Condominium Subdivision Plan attached hereto, for installation and maintenance of a septic field. The cost of installation, maintenance, repair and replacement of the septic field, including lawn mowing and landscaping, shall be borne by the Co-owner of Unit 9. The Co-owner of Unit 10 shall be prohibited from installing any improvements in the designated easement. In the event the easement is no longer needed as a result of the abandonment by the Owner of Unit 9 of the septic field, the easement created by this Section shall automatically terminate and the responsibility for maintenance and upkeep of the easement area once servicing the septic field shall revert to the Owner of Unit 10.

## ARTICLE XII AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. 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.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

Section 4. 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 shall not be

modified without the written consent of such Co-owner and his mortgagee, nor, shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

Section 6. Developer Approval. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

### ARTICLE XIII 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 or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Livingston County Register of Deeds.

WITNESSES:

INC., a Michigan corporation

/s/ Marcia J. Dicks  
Marcia J. Dicks

/s/Elizabeth J. Bansberg  
Elizabeth J. Bansberg

HILLS OF TYRONE DEVELOPMENT,

By: /s/Timothy A. Dicks  
Timothy A. Dicks President

STATE OF MICHIGAN     )  
                                  )  
COUNTY OF WAYNE     )     SS.

On this 15th day of July, 1991, the foregoing Master Deed was acknowledged before me by Timothy A. Dicks, President, of Hills of Tyrone Development, Inc., a Michigan corporation, on behalf of the corporation.

/s/Elizabeth J. Bansberg  
Elizabeth J. Bansberg  
Notary Public, Wayne County,  
Michigan  
My commission expires: 3/9/94

Master Deed drafted by:

C. Kim Shierk, of Dykema Gossett  
505 North Woodward Ave.  
Suite 3000  
Bloomfield Hills, Michigan 48304

When recorded, return to drafter