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08/18/2003 03:41P
L-4299 P-817

COPY

MASTER DEED

FOX RIDGE

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

THIS MASTER DEED is made and executed on this 17th day of August, 2003, by Noel T. Brown Management Company, a Michigan corporation, hereinafter referred to as the "Developer", whose office is situated at 10649 Mountainview Drive, Dexter, Michigan 48130, 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 North 1/2 of Section 15, T1S, R5E, Township of Dexter, County of Washtenaw, Michigan, and more particularly described as follows:

Part of the North 1/2 of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan, described as: Beginning at the North 1/4 Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West 1/2 of the Northeast 1/4 of Section 15, South 01°43'55" East 2211.50 feet; thence along the Northerly Line of North Territorial Road, North 82°51'19" West 271.70 feet; thence along the Northeasterly Line of Fox Ridge Drive the following six (6) courses: one (1) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears North 37°51'19" West 21.21 feet, two (2) North 07°08'41" East 83.37 feet, three (3) along the Arc of a Curve to the Left, 358.15 feet, Radius 265.50 feet, Central Angle 77°17'22", Chord Bears North 31°30'00" West 331.60 feet, four (4) North 70°08'42" West 150.97 feet, five (5) along the Arc of a Curve to the Right, 155.63 feet, Radius 367.00 feet, Central Angle 24°17'48", Chord Bears North 57°59'47" West 154.47 feet, and six (6) North 45°50'53" West 208.91 feet; thence along the Easterly Line of Ridgeline Circle the following five (5) courses: one (1) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears North 00°50'53" West 21.21

feet, two (2) North 44°09'07" East 75.01 feet, three (3) along the Arc of a Curve to the Right, 176.66 feet, Radius 367.00 feet, Central Angle 27°34'48", Chord Bears North 57°56'31" East 174.96 feet, four (4) North 71°43'55" East 203.00 feet, and five (5) along the Arc of a Curve to the Left, 617.70 feet, Radius 283.00 feet, Central Angle 125°03'36", Chord Bears North 09°12'07" East 502.19 feet; thence along the Boundary of Timber Ridge Court the following eleven (11) courses: one (1) along the Arc of a Curve to the Right, 21.14 feet, Radius 15.00 feet, Central Angle 80°43'51", Chord Bears North 12°57'46" West 19.43 feet, two (2) North 27°24'10" East 95.35 feet, three (3) along the Arc of a Curve to the Left, 205.95 feet, Radius 683.00 feet, Central Angle 17°16'36", Chord Bears North 18°45'51" East 205.17 feet, four (4) North 10°07'33" East 99.79 feet, five (5) along the Arc of a Curve to the Right, 42.23 feet, Radius 50.00 feet, Central Angle 48°23'40", Chord Bears North 34°19'23" East 40.99 feet, six (6) along the Arc of a Curve to the Left, 362.32 feet, Radius 75.00 feet, Central Angle 276°47'20", Chord Bears North 79°52'27" West 99.60 feet, seven (7) along the Arc of a Curve to the Right, 42.23 feet, Radius 50.00 feet, Central Angle 48°23'40", Chord Bears South 14°04'17" East 40.99 feet, eight (8) South 10°07'33" West 99.79 feet, nine (9) along the Arc of a Curve to the Right, 186.05 feet, Radius 617.00 feet, Central Angle 17°16'36", Chord Bears South 18°45'51" West 185.34 feet, ten (10) South 27°24'10" West 95.35 feet; and eleven (11) along the Arc of a Curve to the Right, 21.13 feet, Radius 15.00 feet, Central Angle 80°43'51", Chord Bears South 67°46'05" West 19.43 feet; thence along the Boundary of Ridgeline Circle the following six (6) courses: one (1) along the arc of a Curve to the Left, 41.31 feet, Radius 283.00 feet, Central Angle 08°21'45", Chord Bears North 76°02'52" West 41.27 feet, two (2) North 80°13'45" West 238.33 feet, three (3) along the Arc of a Curve to the Right, 178.59 feet, Radius 967.00 feet, Central Angle 10°34'46", Chord Bears North 74°56'22" West 178.30 feet, four (4) North 69°38'59" West 265.68 feet, five (5) along the Arc of a Curve to the Left, 771.51 feet, Radius 283.00 feet, Central Angle 156°11'54", Chord Bears South 32°15'04" West 553.83 feet, and six (6) South 45°50'53" East 245.36 feet; thence along the Westerly Line of Eagle Pointe Drive the following three (3) courses: one (1) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears South 00°50'53" East 21.21 feet, two (2) South 44°09'07" West 52.05 feet, and three (3) along the Arc of a Curve to the Left, 739.85 feet, Radius 621.00 feet, Central Angle 68°15'40", Chord Bears South 10°01'17" West 696.86 feet; thence North 24°06'33" West 102.06 feet; thence South 84°29'58" West 286.43 feet; thence North 05°30'05" West 198.82 feet; thence North 13°03'16" West 70.60 feet; thence North 37°13'43" West 151.03 feet; thence North 04°31'58" West 88.68 feet; thence North 87°47'16" East 94.45 feet; thence North 01°39'49" West 291.77 feet; thence North 24°11'49" West 98.93 feet; thence North 71°55'06" West 311.88 feet; thence North 36°44'27" West 300.78 feet; thence South 88°21'44" West 99.47 feet; thence North 00°20'26" West 583.18 feet; thence along the North Line

of Section 15, North 87°46'49" East 1151.51 feet to the Point of Beginning. Contains 60.238 Acres. Subject to a Portion of a 66.00 foot wide Easement for Ingress, Egress and Utilities, described as: Commencing at the North ¼ Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West ½ of the Northeast ¼ of Section 15, South 01°43'55" East 2272.23 feet; thence along the Centerline of North Territorial Road the following two (2) courses: one (1) North 82°51'19" West 1004.24 feet and two (2) 280.40 feet along the arc of a Curve to the Left, Radius 574.58 feet, Central Angle 27°59'39", Chord Bears South 83°09'51" West 277.63 feet to the Point of Beginning; thence continuing along the Centerline of North Territorial Road, 66.04 feet along the arc of a Curve to the Left, Radius 574.58 feet, Central Angle 06°35'06", Chord Bears South 65°53'29" West 66.00 feet; thence North 24°06'33" West 392.06 feet; thence South 84°29'58" West 319.43 feet; thence North 05°30'05" West 196.64 feet; thence North 13°03'16" West 61.36 feet; thence North 37°13'43" West 153.64 feet; thence North 04°31'58" West 99.69 feet; thence North 87°47'15" East 66.05 feet; thence South 04°31'58" East 77.66 feet; thence South 37°13'43" East 148.42 feet; thence South 13°03'16" East 79.85 feet; thence South 05°30'05" East 135.00 feet; thence North 84°29'58" East 300.85 feet; thence South 24°06'33" East 439.48 feet to the Point of Beginning. (Units 1 through 26, 47, 48 and Wetlands "A", "B" and "C")

Part of the North ½ of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan, described as: Commencing at the North ¼ Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West ½ of the Northeast ¼ of Section 15, South 01°43'55" East 2211.50 feet; thence along the Northerly Line of North Territorial Road, North 82°51'19" West 377.70 feet to the Point of Beginning; thence continuing along the Northerly Line of North Territorial Road, North 82°51'19" West 536.83 feet; thence North 02°00'49" West 279.22 feet; thence South 77°41'21" West 480.07 feet; thence along the Easterly Line of Eagle Pointe Drive the following four (4) courses: one (1) North 24°06'33" West 5.95 feet, two (2) along the Arc of a Curve to the Right, 661.21 feet, Radius 555.00 feet, Central Angle 68°15'40", Chord Bears North 10°01'17" East 622.80 feet, three (3) North 44°09'07" East 52.05 feet, and four (4) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears North 89°09'07" East 21.21 feet; thence along the Southwesterly Line of Fox Ridge Drive the following six (6) courses: one (1) South 45°50'53" East 638.91 feet, two (2) along the Arc of a Curve to the Left, 183.62 feet, Radius 433.00 feet, Central Angle 24°17'48", Chord Bears South 57°59'47" East 182.24 feet, three (3) South 70°08'42" East 144.71 feet, four (4) along the Arc of a Curve to the Right, 262.37 feet, Radius 194.50 feet, Central Angle 77°17'22", Chord Bears South 31°30'00" East 242.93 feet, five (5)

South 07°08'41" West 89.62 feet, and six (6) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears South 52°08'41" West 21.21 feet to the Point of Beginning. Contains 10.173 Acres. (Units 27 through 34)

Part of the North ½ of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan, described as: Commencing at the North ¼ Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West ½ of the Northeast ¼ of Section 15, South 01°43'55" East 2211.50 feet; thence along the Northerly Line of North Territorial Road, North 82°51'19" West 271.70 feet; thence along the Northeasterly Line of Fox Ridge Drive the following six (6) courses: one (1) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears North 37°51'19" West 21.21 feet, two (2) North 07°08'41" East 83.37 feet, three (3) along the Arc of a Curve to the Left, 358.15 feet, Radius 265.50 feet, Central Angle 77°17'22", Chord Bears North 31°30'00" West 331.60 feet, four (4) North 70°08'42" West 150.97 feet, five (5) along the Arc of a Curve to the Right, 155.63 feet, Radius 367.00 feet, Central Angle 24°17'48", Chord Bears North 57°59'47" West 154.47 feet, and six (6) North 45°50'53" West 304.91 feet to the Point of Beginning; thence continuing along the Northeasterly Line of Fox Ridge Drive, North 45°50'53" West 382.00 feet; thence along the Boundary Line of Ridgeline Circle the following ten (10) courses: one (1) North 45°50'53" West 293.36 feet, two (2) along the Arc of a Curve to the Right, 591.58 feet, Radius 217.00 feet, Central Angle 156°11'54", Chord Bears North 32°15'04" East 424.67 feet, three (3) South 69°38'59" East 265.68 feet, four (4) along the Arc of a Curve to the Left, 190.70 feet, Radius 1033.00 feet, Central Angle 10°34'46", Chord Bears South 74°56'22" East 190.47 feet, five (5) South 80°13'45" East 238.37 feet, six (6) along the Arc of a Curve to the Right, 575.53 feet, Radius 217.00 feet, Central Angle 151°57'40", Chord Bears South 04°14'55" East 421.07 feet, seven (7) South 71°43'55" West 203.00 feet, eight (8) along the Arc of a Curve to the Left, 208.43 feet, Radius 433.00 feet, Central Angle 27°34'48", Chord Bears South 57°56'31" West 206.42 feet, nine (9) South 44°09'07" West 75.01 feet, and ten (10) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears South 89°09'07" West 21.21 feet to the Point of Beginning. Contains 13.214 Acres. (Units 35 through 46)

TOGETHER WITH ACCESS EASEMENTS described as follows:

Part of the North ½ of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan, described as: Commencing at the North ¼ Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West ½ of the Northeast ¼ of Section 15,

15, South 01°43'55" East 2211.50 feet to the Point of Beginning; thence continuing along the East Line of the West ¼ of the Northeast ¼ of Section 15, South 01°43'55" East 60.73 feet; thence along the Centerline of North Territorial Road, North 82°51'19" West 914.24 feet; thence North 02°00'49" West 60.78 feet; thence South 82°51'19" East 914.54 feet to the Point of Beginning. Contains 54,863.6 Square Feet or 1.259 Acres. (Northerly 60.00 feet of North Territorial Road - Part 1)

Part of the North ¼ of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan, described as: Commencing at the North ¼ Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West ¼ of the Northeast ¼ of Section 15, South 01°43'55" East 2272.23 feet; thence along the Centerline of North Territorial Road the following two (2) courses: one (1) North 82°51'19" West 1004.24 feet and two (2) along the Arc of a Curve to the Left, 280.40 feet, Radius 574.58 feet, Central Angle 27°57'39", Chord Bears South 83°09'51" West 277.63 feet to the Point of Beginning; thence continuing along the Centerline of North Territorial Road, along the Arc of a Curve to the Left, 66.04 feet, Radius 574.58 feet, Central Angle 06°35'06", Chord Bears South 65°53'29" West 66.00 feet; thence North 24°06'33" West 60.09 feet; thence along the Arc of a Curve to the Right, 66.03 feet, Radius 634.58 feet, Central Angle 05°57'42", Chord Bears North 65°53'29" East 66.00 feet; thence South 24°06'33" East 60.09 feet to the Point of Beginning. Contains 3,961.9 Square Feet or 0.091 Acres. (Northerly 60.00 feet of North Territorial Road - Part 2)

Part of the North ¼ of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan, described as: Commencing at the North ¼ Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West ¼ of the Northeast ¼ of Section 15, South 01°43'55" East 2272.23 feet; thence along the Centerline of North Territorial Road the following two (2) courses: one (1) North 82°51'19" West 1004.24 feet and two (2) along the Arc of a Curve to the Left, 313.42 feet, Radius 574.58 feet, Central Angle 31°15'12", Chord Bears South 81°31'05" West 309.55 feet; thence North 24°06'33" West 60.00 feet to the Point of Beginning; thence along the Northerly Line of North Territorial Road and along the Arc of a Curve to the Left, 33.01 feet, Radius 634.58 feet, Central Angle 02°58'51", Chord Bears South 64°24'03" West 33.01 feet; thence North 24°06'33" West 229.91 feet; thence along the Arc of a Curve to the Right, 739.85 feet, Radius 621.00 feet, Central Angle 68°15'40", Chord Bears North 10°01'17" East 696.86 feet; thence North 44°09'07" East 52.05 feet; thence along the Arc of a Curve to the Left, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears North 00°50'53" West 21.21 feet; thence along the Southwesterly Line of Ridgeline Circle, South

45°50'53" East 48.00 feet; thence along the Southwesterly Line of F Ridge Drive, South 45°50'53" East 48.00 feet; thence along the Arc of a Curve to the Left, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears South 89°09'07" West 21.21 feet; thence South 44°09'07" West 52.05 feet; thence along the Arc of a Curve to the Left, 661.21 feet, Radius 555.00 feet, Central Angle 68°15'40", Chord Bears South 10°01'17" West 622.80 feet; thence South 24°06'33" East 229.92 feet; thence along the Northerly Line of North Territorial Road and along the Arc of a Curve to the Left, 33.02 feet, Radius 634.58 feet, Central Angle 02°58'51", Chord Bears South 67°22'54" West 33.01 feet to the Point of Beginning. Contains 65,893.7 Square Feet or 1.513 Acres. (Eagle Pointe Drive)

Part of the North $\frac{1}{4}$ of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan, described as: Commencing at the North $\frac{1}{4}$ Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, South 01°43'55" East 2272.23 feet; thence along the Centerline of North Territorial Road, North 82°51'19" West 334.07 feet; thence North 07°08'41" East 60.00 feet to the Point of Beginning; thence along the Northerly Line of North Territorial Road, North 82°51'19" West 53.00 feet; thence along the Arc of a Curve to the Left, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears North 52°08'41" East 21.21 feet; thence North 07°08'42" East 89.62 feet; thence along the Arc of a Curve to the Left, 262.37 feet, Radius 194.50 feet, Central Angle 77°17'22", Chord Bears North 31°30'00" West 242.93 feet; thence North 70°08'41" West 144.71 feet; thence along the Arc of a Curve to the Right, 183.62 feet, Radius 433.00 feet, Central Angle 24°17'48", Chord Bears North 57°59'47" West 182.24 feet; thence North 45°50'53" West 686.91 feet; thence along the Northeasterly extension of the Centerline of Eagle Pointe Drive, North 44°09'07" East 66.00 feet; thence South 45°50'53" East 686.91 feet; thence along the Arc of a Curve to the Left, 155.63 feet, Radius 367.00 feet, Central Angle 24°17'48", Chord Bears South 57°59'47" East 154.47 feet; thence South 70°08'41" East 150.97 feet; thence along the Arc of a Curve to the Right, 358.15 feet, Radius 265.50 feet, Central Angle 77°17'22", Chord Bears South 31°30'00" East 331.60 feet; thence South 07°08'41" West 83.37 feet; thence along the Arc of a Curve to the Left, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears South 37°51'19" East 21.21 feet; thence along the Northerly Line of North Territorial Road, North 82°51'19" West 53.00 feet to the Point of Beginning. Contains 96,127.2 Square Feet or 2.207 Acres. (Fox Ridge Drive)

Part of the North $\frac{1}{4}$ of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan, described as: Commencing at the North $\frac{1}{4}$ Corner of Section 15, Town 1 South, Range 4 East; thence along

the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West ¼ of the Northeast ¼ of Section 15, South 01°43'55" East 2211.50 feet; thence along the Northerly Line of North Territorial Road, North 82°51'19" West 271.70 feet; thence along the Northeasterly Line of Fox Ridge Drive the following six (6) courses: one (1) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears North 37°51'19" West 21.21 feet, two (2) North 07°08'42" East 83.37 feet, three (3) along the Arc of a Curve to the Left, 358.15 feet, Radius 265.50 feet, Central Angle 77°17'22", Chord Bears North 31°30'00" West 331.60 feet, four (4) North 70°08'42" West 150.97 feet, five (5) along the Arc of a Curve to the Right, 155.63 feet, Radius 367.00 feet, Central Angle 24°17'48", Chord Bears North 57°59'47" West 154.47 feet, and six (6) North 45°50'53" West 686.91 feet to the Point of Beginning; thence along the Northeasterly extension of the Centerline of Eagle Pointe Drive, South 44°09'07" West 66.00 feet; thence North 45°50'53" West 293.36 feet; thence along the Arc of a Curve to the Right, 771.51 feet, Radius 283.00 feet, Central Angle 156°11'54", Chord Bears North 32°15'04" East 553.83 feet; thence South 69°38'59" East 265.68 feet; thence along the Arc of a Curve to the Left, 178.59 feet, Radius 967.00 feet, Central Angle 10°34'46", Chord Bears South 74°56'22" East 178.30 feet; thence South 80°13'45" East 238.33 feet; thence along the Arc of a Curve to the Right, 750.58 feet, Radius 283.00 feet, Central Angle 151°57'40", Chord Bears South 04°14'55" East 549.14 feet; thence South 71°43'55" West 203.00 feet; thence along the Arc of a Curve to the Left, 176.66 feet, Radius 367.00 feet, Central Angle 27°34'48", Chord Bears South 57°56'31" West 174.96 feet; thence South 44°09'07" West 75.01 feet; thence along the Arc of a Curve to the Left, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears South 00°50'53" East 21.21 feet; thence along the Northeasterly Line of Fox Ridge Drive, North 45°50'53" West 96.00 feet; thence along the Arc of a Curve to the Left, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears North 89°09'07" East 21.21 feet; thence North 44°09'07" East 75.01 feet; thence along the Arc of a Curve to the Right, 208.43 feet, Radius 433.00 feet, Central Angle 27°34'48", Chord Bears North 57°56'31" East 206.42 feet; thence North 71°43'55" East 203.00 feet; thence along the Arc of a Curve to the Left, 575.53 feet, Radius 217.00 feet, Central Angle 151°57'40", Chord Bears North 04°14'55" West 421.07 feet; thence North 80°13'45" West 238.37 feet; thence along the Arc of a Curve to the Right, 190.70 feet, Radius 1033.00 feet, Central Angle 10°34'46", Chord Bears North 74°56'22" West 190.47 feet; thence North 69°38'59" West 265.67 feet; thence along the Arc of a Curve to the Left, 591.58 feet, Radius 217.00 feet, Central Angle 156°11'54", Chord Bears South 32°15'04" West 424.67 feet; thence South 45°50'53" East 293.36 feet to the Point of Beginning. Contains 185,701.9 Square Feet or 4.263 Acres. (Ridgeline Circle)

Part of the North $\frac{1}{4}$ of Section 15, Town 1 South, Range 4 East, Dext Township, Washtenaw County, Michigan, described as: Commencing at the North $\frac{1}{4}$ Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North $87^{\circ}33'29''$ East 1226.71 feet; thence along the East Line of the West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, South $01^{\circ}43'55''$ East 2211.50 feet; thence along the Northerly Line of North Territorial Road, North $82^{\circ}51'19''$ West 271.70 feet; thence along the Northeasterly Line of Fox Ridge Drive the following six (6) courses: one (1) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle $90^{\circ}00'00''$, Chord Bears North $37^{\circ}51'19''$ West 21.21 feet, two (2) North $07^{\circ}08'41''$ East 83.37 feet, three (3) along the Arc of a Curve to the Left, 358.15 feet, Radius 265.50 feet, Central Angle $77^{\circ}17'22''$, Chord Bears North $31^{\circ}30'00''$ West 331.60 feet, four (4) North $70^{\circ}08'42''$ West 150.97 feet, five (5) along the Arc of a Curve to the Right, 155.63 feet, Radius 367.00 feet, Central Angle $24^{\circ}17'48''$, Chord Bears North $57^{\circ}59'47''$ West 154.47 feet, and six (6) North $45^{\circ}50'53''$ West 208.91 feet; thence along the Easterly Line of Ridgeline Circle the following five (5) courses: one (1) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle $90^{\circ}00'00''$, Chord Bears North $00^{\circ}50'53''$ West 21.21 feet, two (2) North $44^{\circ}09'07''$ East 75.01 feet, three (3) along the Arc of a Curve to the Right, 176.66 feet, Radius 367.00 feet, Central Angle $27^{\circ}34'48''$, Chord Bears North $57^{\circ}56'31''$ East 174.96 feet, four (4) North $71^{\circ}43'55''$ East 203.00 feet, and five (5) along the Arc of a Curve to the Left, 617.70 feet, Radius 283.00 feet, Central Angle $125^{\circ}03'36''$, Chord Bears North $09^{\circ}12'07''$ East 502.19 feet to the Point of Beginning; thence along the Northerly Line of Ridgeline Circle and along the Arc of a Curve to the Left 91.57 feet, Radius 283.00 feet, Central Angle $18^{\circ}32'18''$, Chord Bears North $62^{\circ}35'41''$ West 91.17 feet; thence along the Arc of a Curve to the Left 21.13 feet, Radius 15.00 feet, Central Angle $80^{\circ}43'51''$, Chord Bears North $67^{\circ}46'05''$ East 19.43 feet; thence North $27^{\circ}24'10''$ East 95.35 feet; thence along the Arc of a Curve to the Left, 186.05 feet, Radius 617.00 feet, Central Angle $17^{\circ}16'36''$, Chord Bears North $18^{\circ}45'51''$ East 185.34 feet; thence North $10^{\circ}07'33''$ East 99.79 feet; thence along the Arc of a Curve to the Left, 42.23 feet, Radius 50.00 feet, Central Angle $48^{\circ}23'40''$, Chord Bears North $14^{\circ}04'17''$ West 40.99 feet; thence along the Arc of a Curve to the Right, 362.32 feet, Radius 75.00 feet, Central Angle $276^{\circ}47'20''$, Chord Bears South $79^{\circ}52'27''$ East 99.60 feet; thence along the Arc of a Curve to the Left, 42.23 feet, Radius 50.00 feet, Central Angle $48^{\circ}23'40''$, Chord Bears South $34^{\circ}19'23''$ West 40.99 feet; thence South $10^{\circ}07'33''$ West 99.79 feet; thence along the Arc of a Curve to the Right, 205.95 feet, Radius 683.00 feet, Central Angle $17^{\circ}16'36''$, Chord Bears South $18^{\circ}45'51''$ West 205.17 feet; thence South $27^{\circ}24'10''$ West 95.35 feet; thence along the Arc of a Curve to the Left, 21.14 feet, Radius 15.00 feet, Central Angle $80^{\circ}43'51''$, Chord Bears South $12^{\circ}57'46''$ East 19.43 feet to the Point of Beginning. Contains 45,891.0 Square Feet or 1.054 Acres. (Timber Ridge Court),

subject to easements and restrictions of record.

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 Fox Ridge as a building site project under the Act and does declare that Fox 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 Fox 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 Fox 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 Fox 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 Dexter, 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. "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.

8. "Developer" means Noel T. Brown Management Company, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

9. "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 created by this Master Deed pursuant to engineering requirements established by the Township of Dexter, as shown on Exhibit "B" hereto.

10. "First annual meeting" means the initial meeting at which nondeveloper owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting (i) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units which may be created are sold, and (ii) must be held within (a) 54 months from the date of the first unit conveyance, or (b) 120 days after seventy-five percent (75%) of all units which may be created are sold, whichever occurs first.

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

12. "Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who c

which owns one or more units in the Project, and shall have the same meaning as "co-owner" as defined in the Act. "Owner" shall also include both a land contract vendor and a land contract vendee and they shall have joint and several responsibility for assessments by the Association.

13. "Project" means Fox 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 Fox Ridge as described above.

14. "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.

15. "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.

16. "Unit" means a single condominium building site in Fox 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 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 Fox Ridge, Washtenaw County Condominium Subdivision Plan No. 428. The engineering plans for the Project were approved by and are on file with the Township of Dexter. The architectural plans for all dwellings and other improvements to be constructed therein will be approved by and will be on file with the Chelsea Area Construction Agency. The Project is established in accordance with the Act.

ARTICLE III

NATURE OF PROJECT

The units contained in the Project, including the number, boundaries, dimensions, and area of each unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each unit has been created for residential purposes and each unit is capable of individual utilization on account of having its own access to a public

right-of-way or a common element of the Project. Each owner in the Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other owners the common elements of the Project as are designated by this Master Deed.

ARTICLE IV

COMMON ELEMENTS

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

1. The general common elements are:

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

b. The electrical wiring network throughout the Project up to the point of lateral connection for unit service;

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

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

e. Easements for all of the aforementioned utility systems that are provided by 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 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 the Project. If any additional limited common elements are included in the Project at any time hereafter, they shall be shown on amendments to the Condominium Subdivision Plan.

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

a. Association Responsibilities. The costs of maintenance, repair and replacement of all general common elements in the Project shall be borne by the Association, including any storm water drainage easement courses and detention pond easement areas and any sign and landscaping installed by the Developer within the sign and landscape easement located on Unit 34, as shown on Exhibit "B" attached hereto, subject to any provision of the Project documents expressly to the contrary. Routine maintenance of the stormwater facilities must be completed within thirty (30) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the appropriate governmental authority. Should the Association fail to act within this time frame, the appropriate governmental authority may perform the needed maintenance and assess the costs against the Association or the individual units in the Project.

b. Owner Responsibilities. The owners individually privately own their respective wells, septic tanks and drain fields and shall be responsible for the maintenance, repair and replacement of their respective wells, septic tanks, drain fields, and for all maintenance, repair or replacement that (i) is expressly assigned to them by any provision of the Project documents (including the maintenance of storm water drainage easements and detention ponds located within their units), or (ii) is not expressly assigned to the Association by any provision of the Project documents; but none of the owners shall be responsible individually for maintenance, repair or replacement of any general common elements except as specifically provided in Article VI, Section 14 of the By-Laws. In the event an owner fails to maintain, repair or replace any items for which he is responsible, the Association (and/or the Developer during the construction and sales

period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, repair or replace any of such improvements made within a unit, all at the expense of the owner of the unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any owner, shall be assessed against such owner and shall be due and payable within thirty (30) days; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Project documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Each unit of the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Fox Ridge, as a separate building site as surveyed by Jekabson & Associates, P.C., a Michigan professional corporation, and attached hereto as Exhibit "B". Each unit shall consist of the space contained within the unit building site boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

2. The percentage value assigned to all units shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the Project and concluding that there are no material differences among the units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each owner's respective share of the common elements of the Project, the proportionate share of each respective owner in the proceeds and the expenses of administration and the value of such owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

3. Owners of adjacent units may combine them into one unit in accordance with Section 48 of the Act, subject to the approval of the Developer and the Township of Dexter. 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. Unless at least two-thirds (2/3) of the owners and of the first mortgagees, pursuant to Section 90a of the Act, have given their prior written approval, the Association shall not be entitled to:

a. by act or omission seek to abandon or terminate the Project (in which event 80% of the owners and the first mortgagees must give their approval);

b. change the pro rata interest or obligations of any unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each unit in the common elements;

c. by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Project shall not be deemed a transfer within the meaning of this clause;

d. use hazard insurance proceeds for losses to any Project property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as

provided by statute in case of substantial loss to the units and common elements of the Project.

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

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

7. Any agreement for professional management of the Project regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' written notice 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 easements to, through and over the entire Project, including all of the land, for the continuing maintenance and repair of all utilities in the Project, including drain fields and wells. In the event any improvements located on one unit, including drain fields and wells, encroach upon a common element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance, repair and replacement thereof following damage or destruction. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Project for utility, roadway or safety purposes.

ARTICLE IX

FUTURE ACCESS AND UTILITY EASEMENTS

The Developer further reserves the right at any time to grant access easements for proposed public roads within the Project and 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 proposed public streets and 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, deed 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 X

FUTURE EASEMENTS, LICENSES AND RIGHTS-OF-WAY

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

1. Upon approval by an affirmative vote of not less than fifty-one percent (51%) of all owners, the Board of Directors shall be vested with the power and authority to sign petitions requesting the establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Project. In the event that a special assessment road improvement project is established pursuant to applicable Michigan statutes, the collective costs assessable to the Project as a whole shall be born equally by all owners.

2. The Board of Directors may dedicate or may grant easements over or through any portion of any general common elements of the Project for public highway purposes; and alternatively, during the development and

sales period of the Project, the Developer may grant such easements execute dedications of public roadway over any general common elements.

ARTICLE XI

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 XII

MICHIGAN RIGHT TO FARM ACT

Owners in Fox Ridge are hereby notified that the Project is located in an agricultural area of the Township of Dexter, 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 Fox Ridge the Township of Dexter 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 Dexter 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 XIII

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 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 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 Dexter 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. 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 mortgage owned), 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 Dexter, without the advance written approval of the Township of Dexter, and no provision in the Project documents which specifically applies to or grants rights to the Township of Dexter may be released, changed, modified, or amended without the advance written approval of the Township of Dexter.

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. 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.

11. During the construction and sales period, this Master Deed, and all Exhibits attached hereto, shall not be amended without the written consent of the Developer.

ARTICLE XIV

ASSIGNMENT

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

NOEL T. BROWN MANAGEMENT COMPANY,
Developer

By: 

Noel T. Brown, Jr., President

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing document was acknowledged before me this 17th day of August, 2003, Noel T. Brown, Jr., President of Noel T. Brown Management Company, a Michigan corporation, on behalf of the corporation.



Karl R. Frankena, Notary Public
Washtenaw County, Michigan
My commission expires: 6/9/07

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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- copy -

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

Vita Homes, Ltd., a Michigan corporation, of 4478 Lohr Road, Ann Arbor, Michigan 48108, being the Successor Developer of Fox 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 August 18, 2003, in Liber 4299, Page 817, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 428, hereby amends said Master Deed pursuant to the authority reserved in Article XIII for the purpose of correcting typographical errors and to include an as-built Condominium Subdivision Plan as Exhibit B to the Master Deed. Said Master Deed is amended in the following manner:

1. Subparagraph t of Section 1 of Article VI of the Condominium By-Laws attached to said Master Deed as Exhibit B shall be amended in its entirety and shall henceforth read as follows:

ARTICLE VI

Section 1.

t. Frontage on Units 26, 27 and 35. The house and driveway on Units 26 and 27 are required to face onto Eagle Pointe Drive, not Fox Ridge Drive. The house and driveway on Unit 35 are required to face onto Ridge Line Circle, not Fox Ridge Drive.

2. Section 6 of Article VI of the Condominium By-Laws attached to said Master Deed as Exhibit B shall be amended in its entirety and shall henceforth read as follows:

Section 6. Pets Subject to the provisions of this Section 6, owners shall be entitled to keep no more than three (3) pets of a domestic nature that will reside within the residence constructed within their units. No pet or animal may be kept or bred for any commercial purpose. All pets shall be maintained in compliance with Township of Dexter ordinances. Pets shall have such care and restraint so as not to be obnoxious or offensive

on account of noise, odor or unsanitary conditions. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements. In the event an owner's pet causes unnecessary and unreasonable disturbance or annoyance to other owners, one or more, and such owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the owner to remove the pet from his unit and the Project or impose such other restrictions on the keeping of such pet as are reasonable. No pet or animal may be permitted to run loose at any time upon other units or the common elements, and any animal shall at all times be leashed and attended by some responsible person while on the common elements. No animal shall be left unattended outside of the dwelling between 11 o'clock p.m. and 7 o'clock a.m. Invisible fences are encouraged for pet control. No unattended tethering of dogs shall be allowed on any unit in the Project. No savage or dangerous animal shall be kept, and any owner who causes any animal to be brought or kept upon the Project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each owner shall be responsible for collection and disposition of all fecal matter deposited within the Project by any pet maintained by such owner. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Project which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be licensed with Washtenaw County and registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with Article XIX of these By-Laws and in accordance with duly adopted rules and regulations of the Association.

3. Sheets 1 through 9, inclusive, of Replat No. 1 of Washtenaw County Condominium Subdivision Plan No. 428, marked Exhibit "B" to the First Amendment to the Master Deed of Fox 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 9, inclusive, of the Condominium Subdivision Plan of Fox Ridge, as previously recorded in Liber 4299, Page 817, Washtenaw County Records, and said previously recorded Sheets 1 through 9, inclusive, shall be of no further force or effect.

In all other respects, other than as hereinbefore indicated, the original Master Deed of Fox Ridge, a site condominium, including all

Exhibits attached thereto, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: March 2, 2004.

VITA HOMES, LTD., a Michigan
corporation, Developer

By: JoAnne V. Ulrich
JoAnne V. Ulrich, Secretary

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On March 2, 2004, JoAnne V. Ulrich appeared before me, and stated under oath that she is the Secretary of Vita Homes, Ltd., a Michigan corporation, and that this document was signed on behalf of the corporation, by authority of its Board of Directors, and she acknowledged this document to be the free act and deed of the corporation.

Karl R. Frankena
Karl R. Frankena, Notary Public
Washtenaw County, Michigan
My commission expires: 6/9/07

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 #: 04-15-200-021 and -022

H:\KRF\FOX RIDGE\MD-1ST AMD.WPD

REPLAT No. 1 OF
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN No. 428
EXHIBIT "B" TO THE FIRST AMENDMENT TO THE MASTER DEED OF
FOX RIDGE, A SITE CONDOMINIUM
DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

SURVEYOR

Jekabson & Associates, P.C.
Professional Land Surveyors
1320 Goldsmith
Plymouth, MI 48170

DEVELOPER

Noel T. Brown Management Company
10649 Mountainview Drive
Dexter, MI 48130

SUCCESSOR DEVELOPER

Vita Homes, Ltd.
4478 Lohr Road
Ann Arbor, MI 48108

LEGAL DESCRIPTIONS

Units 1 through 26, 47, 48 and Wetlands "A", "B" and "C"

Part of the North 1/2 of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan, described as: Beginning at the North 1/2 Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West 1/2 of the Northeast 1/4 of Section 15, South 01°43'55" East 2211.50 feet; thence along the Northerly Line of North Territorial Road, North 82°51'19" West 277.70 feet; thence along the Northeastly Line of Fox Ridge Drive the following six (6) courses: one (1) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears North 37°51'19" West 21.21 feet, two (2) North 07°08'41" East 83.37 feet, three (3) along the Arc of a Curve to the Left, 358.15 feet, Radius 265.50 feet, Central Angle 77°17'22", Chord Bears North 31°30'00" West 331.60 feet, four (4) North 70°08'42" West 150.97 feet, five (5) along the Arc of a Curve to the Right, 155.63 feet, Radius 367.00 feet, Central Angle 24°17'48", Chord Bears North 37°59'47" West 154.47 feet, and six (6) North 45°30'53" West 208.91 feet; thence along the Easterly Line of Ridge Line Circle the following five (5) courses: one (1) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears North 00°50'53" West 21.21 feet, two (2) North 44°09'07" East 75.01 feet, three (3) along the Arc of a Curve to the Right, 176.66 feet, Radius 367.00 feet, Central Angle 27°34'48", Chord Bears North 57°56'31" East 174.96 feet, four (4) North 71°43'55" East 203.00 feet, and five (5) along the Arc of a Curve to the Left, 617.70 feet, Radius 283.00 feet, Central Angle 125°03'36", Chord Bears North 09°12'07" East 502.19 feet; thence along the Boundary of Timber Ridge Court the following eleven (11) courses: one (1) along the Arc of a Curve to the Right, 21.14 feet, Radius 15.00 feet, Central Angle 80°43'51", Chord Bears North 12°37'46" West 19.43 feet, two (2) North 27°24'10" East 35.35 feet, three (3) along the Arc of a Curve to the Left, 205.93 feet, Radius 683.00 feet, Central Angle 17°18'36", Chord Bears North 18°45'51" East 203.17 feet, four (4) North 10°07'33" East 99.79 feet, five (5) along the Arc of a Curve to the Right, 42.23 feet, Radius 50.00 feet, Central Angle 40°23'40", Chord Bears North 34°19'23" East 40.99 feet, six (6) along the Arc of a Curve to the Left, 362.32 feet, Radius 75.00 feet, Central Angle 27°47'20", Chord Bears North 79°32'27" West 99.60 feet, seven (7) along the Arc of a Curve to the Right, 42.23 feet, Radius 50.00 feet, Central Angle 40°23'40", Chord Bears South 14°04'17" East 40.59 feet, eight (8) South 10°07'33" West 99.79 feet, nine (9) along the Arc of a Curve to the Right, 186.05 feet, Radius 617.00 feet, Central Angle 17°18'36", Chord Bears South 18°45'51" West 185.34 feet, ten (10) South 27°24'10" West 35.35 feet, and eleven (11) along the Arc of a Curve to the Right, 21.13 feet, Radius 15.00 feet, Central Angle 80°43'51", Chord Bears South 07°46'00" West 19.43 feet; thence along the Boundary of Ridge Line Circle the following six (6) courses: one (1) along the Arc of a Curve

to the Left, 41.31 feet, Radius 283.00 feet, Central Angle 08°21'45", Chord Bears North 76°02'52" West 41.27 feet, two (2) North 80°13'45" West 238.33 feet, three (3) along the Arc of a Curve to the Right, 178.59 feet, Radius 967.00 feet, Central Angle 10°34'46", Chord Bears North 74°56'22" West 178.50 feet, four (4) North 69°38'59" West 265.68 feet, five (5) along the Arc of a Curve to the Left, 771.31 feet, Radius 283.00 feet, Central Angle 156°11'54", Chord Bears South 32°15'04" West 553.83 feet, and six (6) South 45°50'53" East 245.36 feet; thence along the Westerly Line of Eagle Pointe Drive the following three (3) courses: one (1) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears South 00°50'53" East 21.21 feet, two (2) South 44°09'07" West 52.05 feet, and three (3) along the Arc of a Curve to the Left, 739.85 feet, Radius 621.00 feet, Central Angle 68°13'40", Chord Bears South 10°01'17" West 496.86 feet; thence North 24°06'33" West 102.06 feet; thence South 84°29'58" West 286.43 feet; thence North 05°30'05" West 198.82 feet; thence North 13°03'16" West 70.80 feet; thence North 37°13'43" West 151.03 feet; thence North 04°31'58" West 68.68 feet; thence North 87°47'16" East 94.45 feet; thence North 01°59'49" West 291.77 feet; thence North 24°11'49" West 98.93 feet; thence North 71°55'06" West 311.58 feet; thence North 36°44'27" West 300.78 feet; thence South 88°21'44" West 99.47 feet; thence North 00°20'26" West 583.18 feet; thence along the North Line of Section 15, North 87°46'49" East 1151.51 feet to the Point of Beginning. Contains 60.218 Acres.

Subject to a Portion of a 56.00 foot wide Easement for Ingress, Egress and Utilities, described as: Commencing at the North 1/2 Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West 1/2 of the Northeast 1/4 of Section 15, South 01°43'55" East 2272.23 feet; thence along the Centerline of North Territorial Road the following two (2) courses: one (1) North 82°51'19" West 1004.24 feet and two (2) 280.40 feet along the arc of a Curve to the Left, Radius 574.58 feet, Central Angle 27°59'39", Chord Bears South 83°08'51" West 277.63 feet; thence North 24°06'33" West 60.08 feet to the Point of Beginning; thence along the Northerly Line of North Territorial Road, 68.63 feet along the arc of a Curve to the Left, Radius 634.58 feet, Central Angle 05°57'42", Chord Bears South 65°33'29" West 68.00 feet; thence North 24°06'33" West 331.97 feet; thence South 84°29'58" West 319.43 feet; thence North 05°30'05" West 198.64 feet; thence North 13°03'16" West 61.56 feet; thence North 37°13'43" West 153.64 feet; thence North 04°31'58" West 99.59 feet; thence North 87°47'15" East 68.05 feet; thence South 04°31'58" East 77.65 feet; thence South 37°13'43" East 148.42 feet; thence South 13°03'16" East 79.85 feet; thence South 05°30'05" East 135.00 feet; thence North 84°29'58" East 300.85 feet; thence South 24°06'33" East 379.39 feet to the Point of Beginning.

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5. SURVEY PLAN
UNITS 6-24, 36-45
6. SITE PLAN
UNITS 1-5, 25-35, 46-48
7. SITE PLAN
UNITS 6-24, 36-45
8. UTILITY PLAN
UNITS 1-5, 25-35, 46-48
9. UTILITY PLAN
UNITS 6-24, 36-45

NOTE:
THE ASTERISK (*) INDICATES NEW
OR AMENDED SHEETS. THE
SHEETS WITH THIS SUBMITTAL ARE
TO REPLACE OR BE SUPPLEMENTAL
TO THOSE PREVIOUSLY RECORDED.

AS-BUILT DATE: February 20, 2004

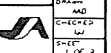
[Signature]
I, John Jekabson
Licensed Professional Surveyor #19836
Jekabson & Associates, P.C.
1320 Goldsmith
Plymouth, MI 48170
(734) 414-7200

FOX RIDGE

TITLE PAGE &
LEGAL DESCRIPTIONS



JEKABSON & ASSOCIATES, P.C.
Professional Land Surveyors
1320 Goldsmith, Plymouth, MI 48170
(734) 414-7200 (734) 414-722 fax



Units 27 through 34


Part of the North $\frac{1}{4}$ of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan, described as:
Commencing at the North $\frac{1}{4}$ Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, South 01°43'53" East 2211.50 feet; thence along the Northerly Line of North Territorial Road, North 82°51'19" West 377.70 feet to the Point of Beginning; thence continuing along the Northerly Line of North Territorial Road, North 82°51'19" West 536.83 feet; thence North 02°00'49" West 279.22 feet; thence South 77°41'21" West 480.07 feet; thence along the Easterly Line of Eagle Pointe Drive the following four (4) courses: one (1) North 24°06'33" West 5.95 feet, two (2) along the Arc of a Curve to the Right, 661.21 feet, Radius 555.00 feet, Central Angle 68°15'40", Chord Bears North 10°01'17" East 822.80 feet, three (3) North 44°09'07" East 52.05 feet, and four (4) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears North 89°09'07" East 21.21 feet; thence along the Southwesterly Line of Fox Ridge Drive the following six (6) courses: one (1) South 45°50'53" East 638.91 feet, two (2) along the Arc of a Curve to the Left, 183.62 feet, Radius 433.00 feet, Central Angle 24°17'48", Chord Bears South 57°59'47" East 182.24 feet, three (3) South 70°08'42" East 144.71 feet, four (4) along the Arc of a Curve to the Right, 282.37 feet, Radius 194.50 feet, Central Angle 77°17'22", Chord Bears South 31°30'00" East 242.93 feet, five (5) South 07°08'41" West 89.62 feet, and six (6) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears South 52°08'41" West 21.21 feet to the Point of Beginning. Contains 10.173 Acres.

Units 35 through 46

Part of the North $\frac{1}{4}$ of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan, described as:
Commencing at the North $\frac{1}{4}$ Corner of Section 15, Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence along the East Line of the West $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, South 01°43'55" East 2211.50 feet; thence along the Northerly Line of North Territorial Road, North 82°51'19" West 271.70 feet; thence along the Northeasterly Line of Fox Ridge Drive the following six (6) courses: one (1) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears North 37°51'19" West 21.21 feet, two (2) North 07°08'41" East 83.37 feet, three (3) along the Arc of a Curve to the Left, 358.15 feet, Radius 285.50 feet, Central Angle 77°17'22", Chord Bears North 31°30'00" West 331.80 feet, four (4) North 70°08'42" West 150.97 feet, five (5) along the Arc of a Curve to the Right, 155.63 feet, Radius 367.00 feet, Central Angle 24°17'48", Chord Bears North 57°59'47" West 154.47 feet, and six (6) North 45°50'53" West 304.91 feet to the Point of Beginning; thence continuing along the Northeasterly Line of Fox Ridge Drive, North 45°50'53" West 382.00 feet; thence along the Boundary Line of Ridge Line Circle the following ten (10) courses: one (1) North 45°50'53" West 293.36 feet, two (2) along the Arc of a Curve to the Right, 591.58 feet, Radius 217.00 feet, Central Angle 156°11'54", Chord Bears North 32°15'04" East 424.87 feet, three (3) South 89°38'59" East 265.68 feet, four (4) along the Arc of a Curve to the Left, 190.70 feet, Radius 1033.00 feet, Central Angle 10°34'46", Chord Bears South 74°58'22" East 190.47 feet, five (5) South 80°13'45" East 238.37 feet, six (6) along the Arc of a Curve to the Right, 575.53 feet, Radius 217.00 feet, Central Angle 151°57'40", Chord Bears South 04°14'55" East 421.07 feet, seven (7) South 71°43'55" West 203.00 feet, eight (8) along the Arc of a Curve to the Left, 208.43 feet, Radius 433.00 feet, Central Angle 27°34'48", Chord Bears South 57°56'31" West 206.42 feet, nine (9) South 44°09'07" West 75.01 feet, and ten (10) along the Arc of a Curve to the Right, 23.56 feet, Radius 15.00 feet, Central Angle 90°00'00", Chord Bears South 82°09'07" West 21.21 feet to the Point of Beginning. Contains 13.214 Acres.

AS-BUILT DATE: February 20, 2004

FOX RIDGE

	LEGAL DESCRIPTIONS		<table border="1"><tr><td>FILED</td></tr><tr><td>---</td></tr><tr><td>FOR</td></tr><tr><td>01-03-02</td></tr><tr><td>PG. 2</td></tr><tr><td>OF</td></tr><tr><td>---</td></tr><tr><td>BY</td></tr><tr><td>---</td></tr><tr><td>AND</td></tr><tr><td>---</td></tr><tr><td>CHECKED</td></tr><tr><td>---</td></tr><tr><td>DATED</td></tr><tr><td>---</td></tr><tr><td>2 OF 3</td></tr></table>	FILED	---	FOR	01-03-02	PG. 2	OF	---	BY	---	AND	---	CHECKED	---	DATED	---	2 OF 3
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01-03-02																			
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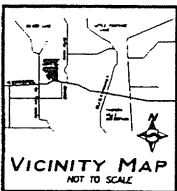
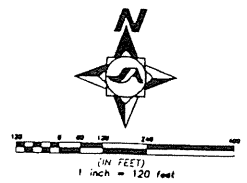
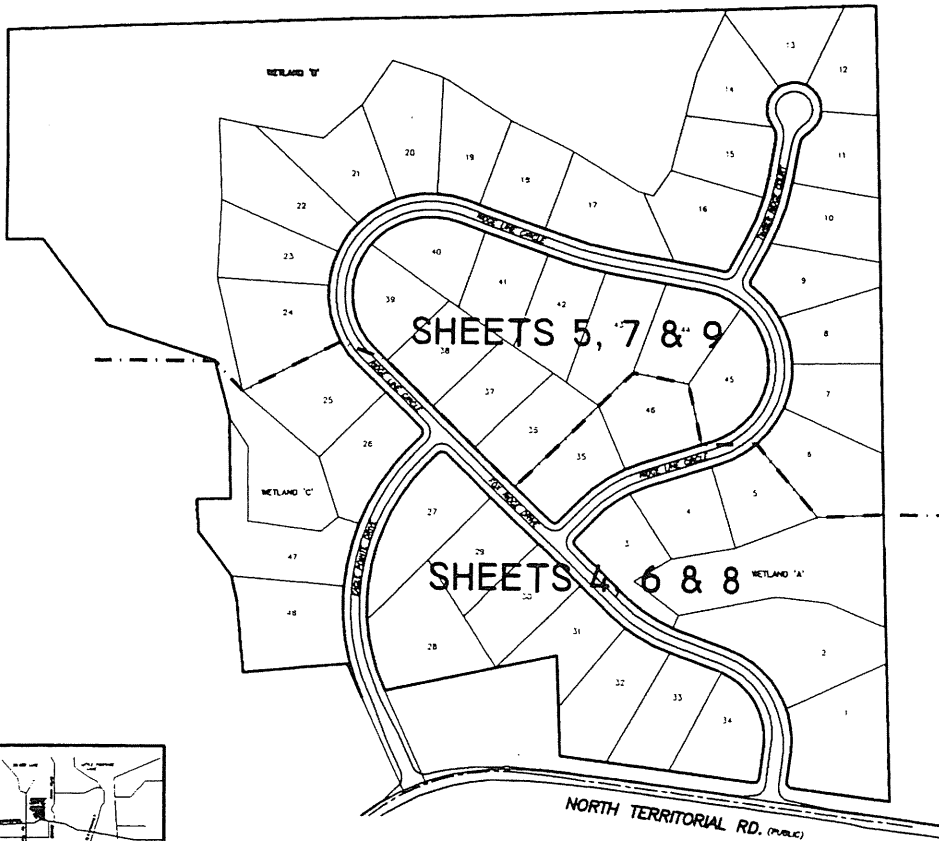
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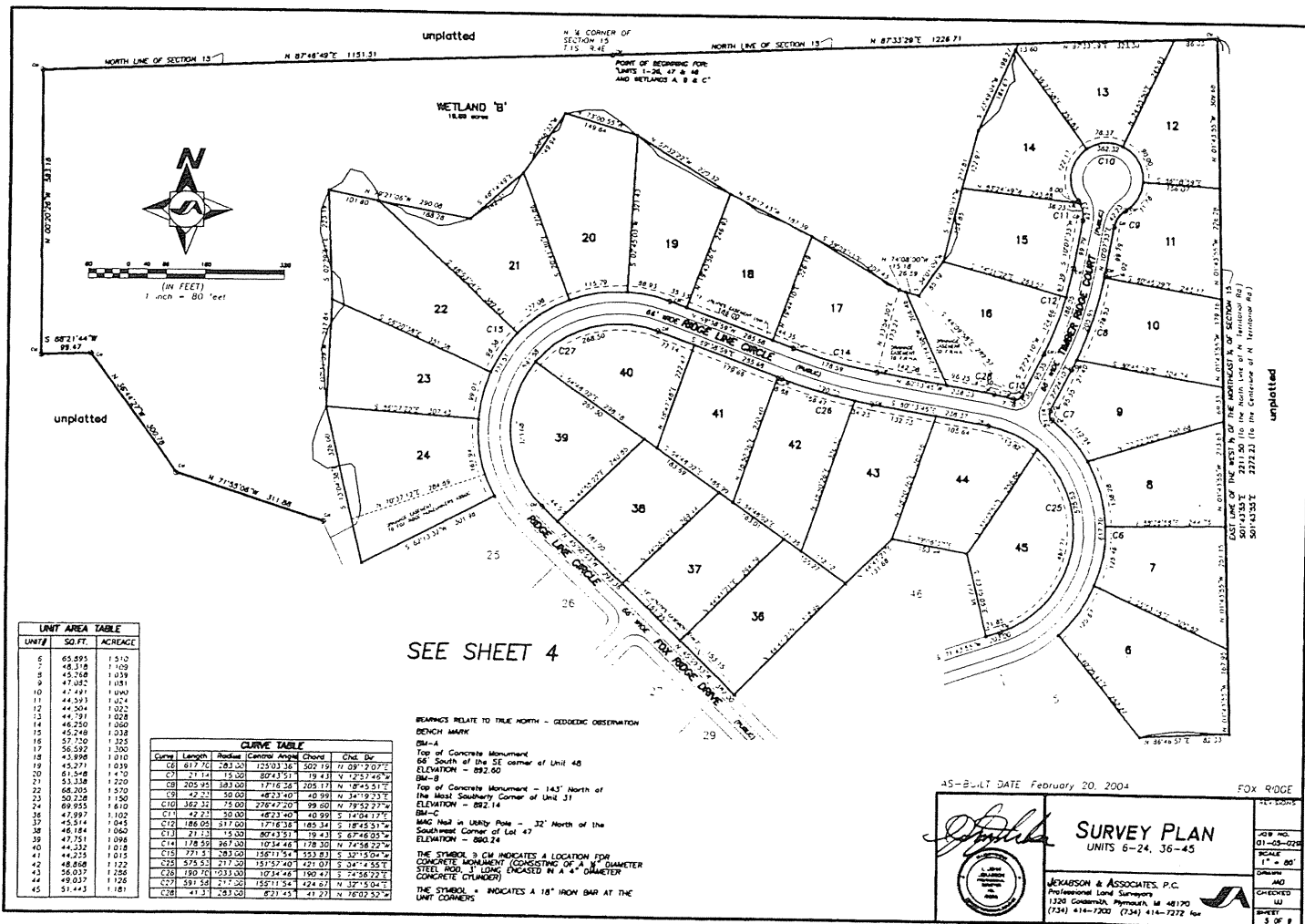
CHECKED																			

DATED																			

2 OF 3																			
J. KARABON & ASSOCIATES, P.C. Professional Land Surveyors 1320 Galesburg, Plymouth, MI 48170 (734) 414-7200 (734) 414-7272 fax																			



AS-BUILT DATE: February 20, 2004		FOX RIDGE	
	COMPOSITE PLAN		JOB NO. 01-02-029
			SCALE 1" = 120'
			CHECKED LW
			SHEET 3 OF 8
JONATHAN B. ASSOCIATES, P.C. Professional Land Surveyors 1320 Cedarbrook, Plymouth, MI 48170 (734) 414-7200 (734) 414-7272 fax			



UNIT AREA TABLE		
UNIT#	SQ. FT.	ACREAGE
6	65,595	1.512
7	48,318	1.109
8	45,768	1.039
9	47,082	1.081
10	47,491	1.090
11	44,593	1.024
12	44,504	1.022
13	44,791	1.028
14	46,250	1.060
15	45,248	1.038
16	57,750	1.325
17	56,592	1.290
18	45,998	1.040
19	45,271	1.019
20	61,548	1.410
21	53,338	1.220
22	68,205	1.570
23	50,258	1.150
24	69,955	1.610
25	47,997	1.102
26	45,514	1.045
27	46,184	1.060
28	47,751	1.098
29	44,532	1.018
30	44,225	1.015
31	48,668	1.122
32	56,037	1.268
33	49,037	1.126
34	51,443	1.181

CURVE TABLE				
Curve	Length	Radius	Central Angle	Chord
C1	617.70	283.23	125.03	509.19
C2	27.14	15.00	80.43	19.43
C3	205.95	383.00	17.16	205.13
C4	42.23	50.00	48.23	40.99
C5	382.31	75.00	276.42	99.80
C6	42.23	50.00	48.23	40.99
C7	188.05	171.63	18.53	182.51
C8	27.14	15.00	80.43	19.43
C9	178.59	103.46	17.30	177.38
C10	77.51	283.00	15.71	551.83
C11	575.53	277.20	151.57	421.04
C12	190.70	103.46	19.04	190.42
C13	591.58	277.20	151.57	424.81
C14	41.31	283.00	6.21	41.23

BEARINGS RELATE TO TRUE NORTH - GEODESIC OBSERVATION
BENCH MARK
BM-A
Top of Concrete Monument
58' South of the SE corner of Unit 48
ELEVATION = 892.60
BM-B
Top of Concrete Monument - 143' North of
the West Southerly Corner of Unit 31
ELEVATION = 892.14
BM-C
BMC Nail in Utility Pole - 32' North of the
Southwest Corner of Lot 47
ELEVATION = 890.24
THE SYMBOL "C" INDICATES A LOCATION FOR
CONCRETE MONUMENT (CONSISTING OF A 4" DIAMETER
STEEL ROD 3' LONG ENCASED IN A 4" DIAMETER
CONCRETE CYLINDER)
THE SYMBOL "I" INDICATES A 18" IRON BAR AT THE
UNIT CORNERS

45-BUILT DATE February 20, 2004

FOX ROGE

SURVEY PLAN
UNITS 6-24, 36-45

JACKSON & ASSOCIATES, P.C.
Professional Land Surveyors
1320 Greenbush, Plymouth, MI 48170
(734) 414-7200 (734) 414-7272 Fax

JOB NO.
01-03-029

SCALE
1" = 80'

CHECKED
JW

SHEET
3 OF 9

SEE SHEET 7



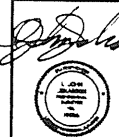
1 inch = 50 feet

TYPICAL BUILDING
ENVELOPE SETBACKS
Front = 50'
Side = 15'
Rear = 30'

UNIT	UNIT AREA (sq. ft.)	UNIT AREA (ac.)	ENVELOPE AREA (sq. ft.)	ENVELOPE AREA (ac.)
1	86196.2	1.98	245115.5	0.56
2	92555.0	2.12	262551.1	0.60
3	45750.2	1.05	150337.4	0.35
4	45401.2	1.04	141590.3	0.33
5	44789.0	1.03	143771.9	0.33
25	82516.6	1.89	234745.3	0.53
26	50913.0	1.17	187000.0	0.43
27	66522.6	1.53	212244.2	0.49
28	73085.2	1.68	197745.5	0.52
29	47481.0	1.09	174550.3	0.43
30	49125.4	1.13	193775.6	0.57
31	44010.0	1.01	161560.0	0.42
32	61510.4	1.41	192255.9	0.50
33	50911.4	1.17	168105.6	0.47
34	52491.5	1.16	148951.1	0.37
35	44507.4	1.02	158172.2	0.38
46	50803.0	1.16	179227.3	0.64
47	71129.2	1.63	216555.8	0.64
48	70229.4	1.61	222185.6	0.64

AS-BUILT DATE February 22, 2004

FOX RIDGE



SITE PLAN

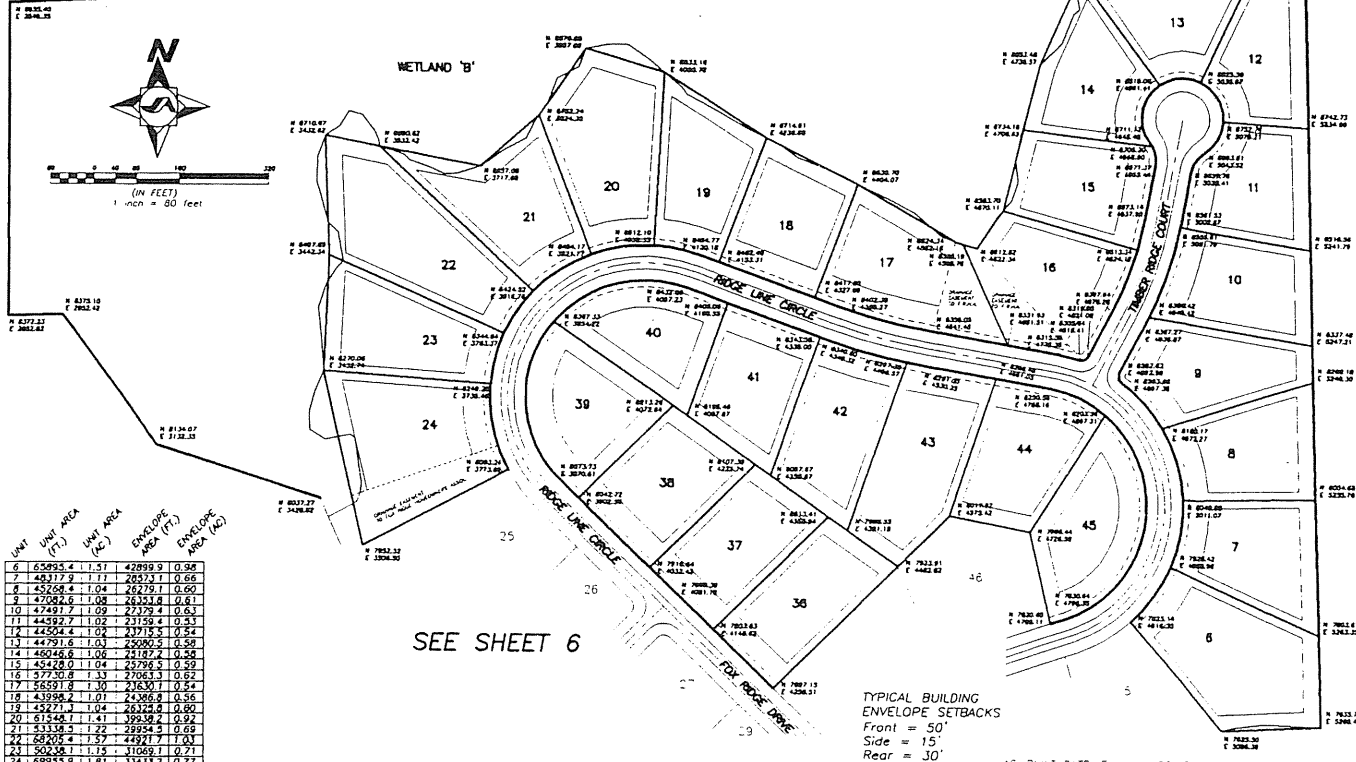
UNITS 1-5, 25-35, 46-48

J. D. J. ASSOCIATES, P.C.
Professional Land Surveyors
1320 Colburn, Plymouth, ME 04170
(734) 414-7200 (734) 414-7272 Fax

DATE: 01-03-04
SCALE: 1" = 50'
DRAWN: J.D.J.
CHECKED: J.D.J.
PROJECT: 8 OF 8



(IN FEET)
1 inch = 80 feet



SEE SHEET 6

TYPICAL BUILDING
ENVELOPE SETBACKS
Front = 50'
Side = 15'
Rear = 30'

LOT	UNIT AREA (sq. ft.)	UNIT AREA (AC)	ENVELOPE AREA (sq. ft.)	ENVELOPE AREA (AC)
6	65995.4	1.51	42899.9	0.98
7	48317.9	1.11	28573.1	0.66
8	45268.4	1.04	28279.1	0.65
9	47082.7	1.08	28351.8	0.65
10	47481.7	1.09	27179.4	0.63
11	44582.7	1.02	27159.4	0.63
12	42504.4	1.04	27915.5	0.64
13	44791.6	1.03	25090.5	0.58
14	48046.6	1.06	27187.2	0.63
15	45419.0	1.04	27796.5	0.64
16	57750.8	1.33	27063.3	0.62
17	56591.9	1.30	21630.1	0.50
18	43998.7	1.01	24386.8	0.56
19	45271.4	1.04	26125.8	0.60
20	61548.1	1.41	39938.2	0.92
21	51135.3	1.22	29954.5	0.69
22	68729.4	1.57	44391.7	1.03
23	50258.7	1.15	31069.1	0.71
24	69915.3	1.61	31433.2	0.72
25	47997.3	1.10	27887.7	0.64
26	45514.3	1.04	26479.2	0.61
27	48112.5	1.09	26382.7	0.61
28	47750.6	1.10	26067.7	0.60
29	44332.3	1.02	17308.1	0.40
30	44245.1	1.02	24599.3	0.57
31	48068.4	1.14	28931.2	0.66
32	56017.6	1.29	35557.0	0.82
33	49058.9	1.13	28132.6	0.65
34	91442.7	2.10	20143.2	0.46

AS-BUILT DATE February 20, 2004

FOX RIDGE

[Signature]

SITE PLAN
UNITS 6-24, 36-45

JACKSON & ASSOCIATES, P.C.
Professional Land Surveyors
1320 Goldenshoe, Plymouth, ME 04817
(734) 414-7200 (734) 414-7212 fax

CHECKED
W
7 OF 8

SEE SHEET 9



(IN FEET)
1 inch = 80 feet

24

38

43

45

25

26

37

36

35

6

WETLAND 'C'

27

29

30

31

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34

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1

WETLAND 'A'

DETENTION

28

16.18' HIGH & UNDERCUT EXISTENT TO THE ROAD UNDERCUTS LEGAL

12' HIGH EXISTENT LEGAL

TO THE ROAD UNDERCUTS LEGAL

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GENERAL NOTES:

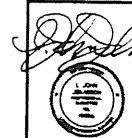
1. STORM SEWER LOCATIONS ARE FROM APPROVED CONSTRUCTION PLANS.
2. ALL UNITS ARE SERVED WITH POWER BY SITE ENERGY COMPANY.
3. ALL UNITS ARE SERVED WITH TELEPHONE BY SITE COMMUNICATIONS.
4. ALL UNITS ARE SERVED WITH CABLEVISION BY CHARTER COMMUNICATIONS.
5. ALL UNITS ARE SERVED WITH GAS BY CONSUMERS ENERGY.
6. THE LOCATION OF UNDERCUTS LEGAL FROM RESIDENT CONSTRUCTION PLANS.
7. ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS HAVE BEEN BUILT.

UTILITY LEGEND

EXISTING	Proposed
Current / One Section	Proposed
Storm Sewer Line	Proposed
Gas Line	Proposed
Utility Pole	Proposed
Electric Pole	Proposed
Telephone Pole	Proposed
Storm Drain	Proposed
Underground Line	Proposed
Electric Line	Proposed

AS-BUILT DATE February 23, 2004

FOX RIDGE



UTILITY PLAN
UNITS 1-5, 25-35, 46-48

JEKABSON & ASSOCIATES, P.C.
Professional Land Surveyors
1320 Cassadaga, Plymouth, MI 48170
(734) 414-7200 (734) 414-7272 fax

REVISION
NO. 01-02-03-04
SCALE 1" = 80'
CHECKED
AND
CHECKED
BY
DATE
8 OF 9

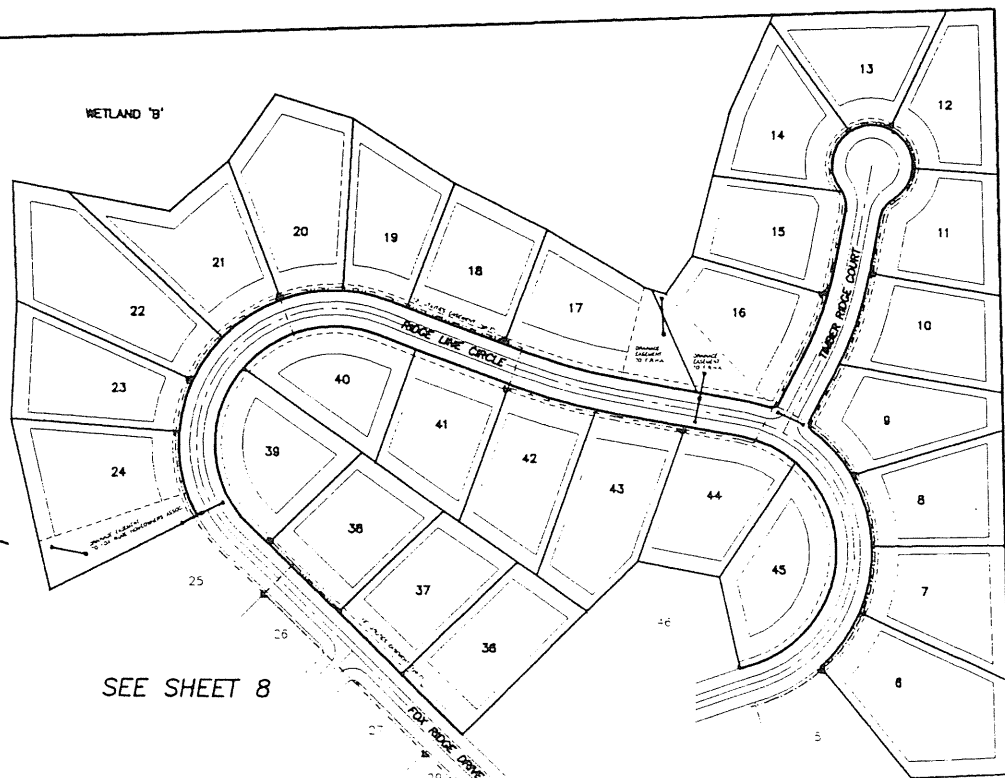
GENERAL NOTES:

1. STORM SEWER LOCATIONS ARE FROM APPROVED CONSTRUCTION PLANS.
2. ALL UNITS ARE SERVICED WITH POWER BY THE SITE SURVEY COMPANY.
ALL UNITS ARE SERVICED WITH TELEPHONE BY SBC COMMUNICATIONS.
ALL UNITS ARE SERVICED WITH CABLEVISION BY CHARTER COMMUNICATIONS.
POWER, TELEPHONE AND CABLEVISION LINES SHOWN OBTAINED FROM
DETROIT Edison COMPANY (USE SEE ENERGY PLANS).
3. ALL UNITS ARE SERVICED WITH GAS BY CONSUMERS ENERGY.
GAS LINE LOCATION AS SHOWN OBTAINED FROM AS-BUILT CONSTRUCTION
PLANS.
4. ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS HAVE BEEN BUILT.

WETLAND 'B'



SEE SHEET 8



EXISTING		CONSTRUCTION	
—	Customer / Del. Section	—	—
—	Storm Sewer Line	—	—
—	Water Main	—	—
—	Gas Line	—	—
—	Telephone	—	—
—	Underground Lines	—	—
—	Electricity	—	—

45-BUILT DATE February 20, 2004

FOX RIDGE



UTILITY PLAN UNITS 6-24, 36-45

WENKARSON & ASSOCIATES, P.C.
Professional Land Surveyors
13200 Cedarhurst, Plymouth, MI 48170
(734) 414-7200 (734) 414-7272 fax



REVISIONS	
DATE	DESCRIPTION
01-05-02	SCALE
1" = 80'	
AND	
CHANGED	
BY	
SHEET	8 OF 9

COPY

Page: 1 of 2
03:25 P
05/05/08
ACS-5846955-ADM-2008-2
Lawrence Kestenbaum, Washtenaw
L-4680 P-342

SECOND AMENDMENT TO MASTER DEED OF FOX RIDGE

Washtenaw County Condominium Subdivision Plan # 428

Vita Homes, ltd., a Michigan corporation, of 7615 Timber Ridge Court, Dexter, MI, 48130 being the Successor Developer of Fox 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 August 18, 2003, in Liber 4299, Page 817, Washtenaw County Records, and amended by First Amendment to Master Deed of Fox Ridge dated and recorded March 2, 2004, in Liber 4366, Page 402, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 428, hereby amends said Master Deed pursuant to the authority reserved in Article XIII for the purpose of revising Article VI, Section 1-d, Accessory buildings to allow for a larger size accessory building on the unit. Said Master Deed is amended in the following manner:

Subparagraph d of Section 1 of Article VI of the Condominium By-Laws attached to said Master Deed as Exhibit B shall be amended in its entirety and shall henceforth read as follows:

ARTICLE VI

Section 1

d. No Accessory building or other out-building shall be permitted on any unit unless it is approved by the developer, or the association, as hereinafter provided in Section 3. The Developer, or the Association, in the exercise of its sole discretion, may permit the erection of the structures such as swimming pool, accessory buildings, greenhouses or lawn/garden storage sheds. Notwithstanding the Developer's, or the Association's approval, such structures, except swimming pools, shall be architecturally compatible with the main residence, be constructed of similar materials on a concrete slab with a rat wall, and shall not exceed 600 sq. ft. in size.

In all other respects, other than as hereinbefore indicated, the original Master Deed and the First Amendment to the Master Deed of Fox Ridge, a site condominium, as amended, including all Exhibits attached thereto, as amended, recorded as aforesaid, are hereby ratified, confirmed and redeclared.

Dated: May 2, 2008

DEVELOPER:

Vita Homes, Ltd., a Michigan corporation

[Signature]
By: Pietro Vitale
Its President

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On May 2 2008, before me, a Notary Public, personally appeared Pietro Vitale, President of Vita Homes, Ltd., a Michigan corporation, who signed on behalf of the corporation

[Signature], Notary Public
State of Michigan, County of Washtenaw
Acting in the County of Washtenaw
My commission expires: _____



NANCY M. BURGER
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires May 14, 2013
Acting in the County of Washtenaw

This document was prepared by and when recorded return to:

Nancy M. Burger (P42562)
NANCY M. BURGER, PLC
300 N. Fifth Ave., Ste. 230
Ann Arbor, MI 48108
(734) 668-1670

Tax Code: #: 04-15-200-021 and -022



26
5

THIRD AMENDMENT TO MASTER DEED
OF FOX RIDGE

Fox Ridge Homeowners Association, a Michigan non-profit corporation, of P.O. Box 484, Dexter, Michigan 48130, being the administrator of Fox 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 August 18, 2003, in Liber 4299, Page 817, as amended, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 428, with the approval of two-thirds (2/3) of the unit owners, hereby amends Sections 2.a. and 7 of Article II and Section 1.q. of Article VI of the By-Laws attached to said Master Deed as Exhibit A. Said By-Laws are amended in the following manner:

1. Upon recording of this Third Amendment to Master Deed in the Office of the Washtenaw County Register of Deeds, the following Section 2.a. of Article II of the By-Laws attached to the Master Deed as Exhibit A shall replace and supersede the original Section 2.a. of Article II of the By-Laws recorded as Exhibit A to the Master Deed of Fox Ridge, and said Section as originally recorded, shall have no further force or effect:

ARTICLE II

ASSESSMENTS

Section 2.

a. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special

Time Submitted for Recording
Date 12/15/2011 Time 3:15 PM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

5

assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Board of Directors should carefully analyze the Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without owner approval. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each owner shall not affect or in any way diminish the liability of any owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Project; (2) to provide replacements of existing common elements; (3) to provide additions to the common elements not exceeding \$10,000.00 annually for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (4) that an emergency exists, then the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof. Notwithstanding anything contained herein to the contrary, the Association shall not assess any annual dues against the following units and their initial owners for the six (6) vacant site condominium units that they are purchasing from the Successor Developer, Vita Homes, LTD., a Michigan corporation: (a) Unit 1, Osberg, (b) Unit 35, Palazzolo, (c) Unit 37, Frame/Ammann, (d) Unit 38, Galland, (e) Unit 41, Feldmann, and (f) Unit 32, McDonald/Davis. Provided, however, that this exemption shall only continue for the

duration of their respective ownership of the vacant units, or until they respectively obtain a building permit for the construction of a residence thereon.

2. Upon recording of this Third Amendment to Master Deed in the Office of the Washtenaw County Register of Deeds, the following Section 7 of Article II of the By-Laws attached to the Master Deed as Exhibit A shall replace and supersede the original Section 7 of Article II of the By-Laws recorded as Exhibit A to the Master Deed of Fox Ridge, and said Section as originally recorded, shall have no further force or effect:

ARTICLE II

ASSESSMENTS

Section 7. Developer's Responsibility for Assessments.
The Developer of the Project, although a member of the Association, shall not be responsible at any time for payment of the periodic Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the units that it owns, including the dwellings and other improvements located thereon, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time, except that the Developer shall not be responsible for a share of the expenses of professional management of the Project, and except for expenses related to maintenance and use of the units in the Project and of the dwellings and other improvements constructed within or appurtenant to the units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all units owned by the Developer at the time the expense is incurred to the total number of units then in the Project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements, or other special assessments with regard to the general common elements, except with respect to units owned by it on which a completed residential dwelling is located. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any unit from the Developer or to finance any litigation or other claim against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related costs. A "completed residential dwelling" shall mean a dwelling with respect to which a certificate of occupancy has been issued by the Chelsea Area Construction Agency. Further, in consideration for the Successor Developer, Vita Homes, LTD., assigning its reserved Developer rights to the

Association, neither it, nor a Vitale family member to whom Units 28, 30, 31, or 33 might be transferred, shall be assessed annual dues by the Association during the duration of its or their ownership or until a completed residential dwelling is constructed upon each unit with respect to which a certificate of occupancy has been issued by the appropriate building authority.

3. Upon recording of this Third Amendment to Master Deed in the Office of the Washtenaw County Register of Deeds, the following Section 1.q. of Article VI of the By-Laws attached to the Master Deed as Exhibit A shall replace and supersede the original Section 1.q. of Article VI of the By-Laws recorded as Exhibit A to the Master Deed of Fox Ridge, and said Section as originally recorded, shall have no further force or effect:

ARTICLE VI

RESTRICTIONS

Section 1.

q. Maintenance of Unimproved Units. Units which have not been improved shall remain in their natural state, but shall be maintained in a presentable condition by the owner. For grassy areas a twenty(20) foot wide area from the edge of the public road pavement shall be mowed at least once per month from May through October each year to control weeds. No dumping shall be allowed on unimproved units. The Association shall enforce this paragraph pursuant to Article XIX, below.

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

Dated: ^{December}~~November~~ 6, 2011.

KP

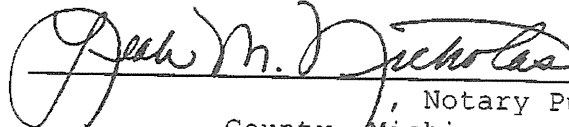
FOX RIDGE HOMEOWNERS ASSOCIATION

By: Krisinda Palazzola
Krisinda Palazzola, President

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing document was acknowledged before me this 6th day of ~~December~~ ^{November}, 2011, by Krisinda Palazzola, President of Fox Ridge Homeowners Association, a Michigan non-profit corporation, on behalf of the corporation.

Leah M. Nicholas, Notary Public
in Jackson County, Michigan
Acting in Washtenaw County, Michigan
My Commission Expires: October 3, 2013

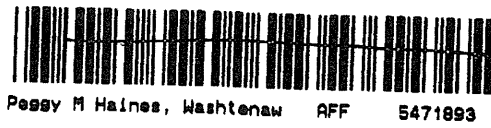

_____, Notary Public
_____, County, Michigan
Acting in Washtenaw County
My commission expires:

✓ 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: \$26.00

Tax Code #s: D-04-15-205-001 through -048 (Units 1-48, inclusive)

H:\KRF\FoxRIDGE\MD-3RD AMD.WPD



copy

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The undersigned, Karl R. Frankena, being first duly sworn, states as follows:


1. That he is an attorney at law, practicing at 350 S. Main Street, Suite 400, Ann Arbor, Michigan 48104-2131.
2. That he is an attorney for Noel T. Brown Management Company, a Michigan corporation, whose office is situated at 10649 Mountainview Drive, Dexter, Michigan 48130, and which is the Developer of Fox Ridge, a site condominium project established pursuant to the Master Deed recorded on August 18, 2003, in Liber 4299, Page 817, Washtenaw County Records.
3. That in his capacity as attorney for the Developer he prepared said Master Deed which included a copy of the Condominium Subdivision Plan, marked as Exhibit B to the Master Deed.
4. That subsequent to the recording of said Master Deed a typographical error was noted in Section 6 of Article VI of the By-Laws attached to it as Exhibit A. That said Section 6 of Article VI of the By-Laws of Fox Ridge should have read as follows:

Section 6. Pets. Subject to the provisions of this Section 6, owners shall be entitled to keep no more than three (3) pets of a domestic nature that will reside within the residence constructed within their units. No pet or animal may be kept or bred for any commercial purpose. All pets shall be maintained in compliance with Township of Dexter ordinances. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements. In the event an owner's pet causes unnecessary and unreasonable disturbance or annoyance to other owners, one or more, and such owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the owner to remove the pet from his unit and the Project or impose such other restrictions on the keeping of such pet as are reasonable. No pet or animal may be permitted


to run loose at any time upon other units or the common elements, and any animal shall at all times be leashed and attended by some responsible person while on the common elements. No animal shall be left unattended outside of the dwelling between 11 o'clock p.m. and 7 o'clock a.m. Invisible fences are encouraged for pet control. No unattended tethering of dogs shall be allowed on any unit in the Project. No savage or dangerous animal shall be kept, and any owner who causes any animal to be brought or kept upon the Project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each owner shall be responsible for collection and disposition of all fecal matter deposited within the Project by any pet maintained by such owner. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Project which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be licensed with Washtenaw County and registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with Article XIX of these By-Laws and in accordance with duly adopted rules and regulations of the Association.

5. That the typographical error made with regard to Section 6 of Article VI of the By-Laws was inadvertent, and the purpose of this Affidavit is to correct the scrivener's error so that the By-Laws will read as originally intended.

Dated: August 28, 2003


Karl R. Frankena

Sworn to and subscribed before
me this 28th day of August, 2003.


Nancy A. Pear, Notary Public
Washtenaw County, Michigan
My commission expires: 6/30/05

This document prepared by and
when recorded return to:
Karl R. Frankena (P13641)
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131
(734) 761-9000

Recording fee: \$17.00

Tax Code #: 04-15-200-021 and -022



36

FOURTH AMENDMENT TO MASTER DEED OF FOX RIDGE

Fox Ridge Homeowners Association, a Michigan non-profit corporation, of P.O. Box 484, Dexter, Michigan 48130, being the administrator of Fox 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 August 18, 2003, in Liber 4299, Page 817, as amended, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 428, with the approval of two-thirds (2/3) of the unit owners in accordance with Article XIII of said Master Deed and Article XVI of the By-Laws attached to said Master Deed as Exhibit A, hereby amends Sections 1.a, 1.b and 1.d of Article VI of said By-Laws. Said By-Laws are amended in the following manner:

1. Upon recording of this Fourth Amendment to Master Deed in the Office of the Washtenaw County Register of Deeds, the following Section 1.a. of Article VI of the By-Laws attached to the Master Deed as Exhibit A shall replace and supersede the original Section 1.a. of Article VI of the By-Laws recorded as Exhibit A to the Master Deed of Fox Ridge, and said Section as originally recorded, shall have no further force or effect:

ARTICLE VI

RESTRICTIONS

Section 1.

a. Building Size and Height. No building or structure shall exceed two stories above grade or thirty-five (35) feet in height and all buildings or structures shall be constructed within the perimeter of a unit. All buildings and structures shall be constructed in conformity with the following minimum size standards as to living area above ground level measured by external walls:

- (1) One Story/Ranch: 2,300 square feet.
- (2) One and One-Half Story: 2,500 square feet with a minimum of 1,800 square feet on first floor.

Time Submitted for Recording
Date 3/12/2019 Time 3:24 PM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

Time Submitted for Recording
Date 3-13-2019 Time 3:22 PM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

10

(3) Multi-Story: 2,700 square feet.

The Association reserves the right, within its sole discretion, to lower the required minimum square footage for specific residences. Garages, porches and breezeways shall not be included in computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the Chelsea Area Construction Agency. All unused building materials and temporary construction shall be removed from the premises within thirty (30) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded, seeded, sodded and/or covered with other approved landscaping as soon as the construction work and weather permit but not later than sixty (60) days thereafter. No burial of construction debris will be permitted. All soil to be removed from any of the units either in grading or excavating will, at the option of the Association, become the property of the Association and when removed will be placed by the owner of the unit in such place or places within the Project as the Association will designate at the owner's expense. All driveways shall be roughed in with a gravel base and culvert before the basement is dug. Owners may not interrupt the surface flow of storm water across their units and any driveway constructed thereon must contain sufficient culverts to allow the passage of storm water under it.

2. Upon recording of this Fourth Amendment to Master Deed in the Office of the Washtenaw County Register of Deeds, the following Section 1.b. of Article VI of the By-Laws attached to the Master Deed as Exhibit A shall replace and supersede the original Section 1.b. of Article VI of the By-Laws recorded as Exhibit A to the Master Deed of Fox Ridge, and said Section as originally recorded, shall have no further force or effect:

ARTICLE VI

RESTRICTIONS

Section 1.

b. Garages. Each single family dwelling shall have a minimum of a three (3) car attached side entry garage, and with written approval from the Association as hereinafter provided in Section 3, may have a four (4) car attached garage. Carports and detached garages shall not be erected, placed or permitted to remain on any unit. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage. All driveways shall be surfaced with asphalt, concrete or paving bricks, at the time of construction of the dwelling served thereby, weather permitting.

3. Upon recording of this Fourth Amendment to Master Deed in the Office of the Washtenaw County Register of Deeds, the following Section 1.d. of Article VI of the By-Laws attached to the Master Deed as Exhibit A shall replace and supersede the original Section 1.d. of Article VI of the By-Laws

recorded as Exhibit A to the Master Deed of Fox Ridge, and said Section as originally recorded, shall have no further force or effect:

ARTICLE VI

RESTRICTIONS

Section 1.

d. Accessory Buildings. No accessory building or other outbuilding shall be permitted on any unit unless it is approved by the Association, as hereinafter provided in Section 3. The Association, in the exercise of its sole discretion, may permit the erection of structures such as swimming pool accessory buildings, greenhouses or lawn/garden storage sheds. Notwithstanding the Association's approval, such structures, except swimming pools, shall be architecturally compatible with the main residence, be constructed of similar materials on a concrete slab with a rat wall, and shall not exceed 280 square feet in size.

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

This Fourth Amendment to Master Deed shall not affect the rights of any owners of units in Fox Ridge otherwise in compliance with the By-Laws attached to the Master Deed as Exhibit A prior to the effective date of this Fourth Amendment, provided, that any new construction or improvements by an owner of a unit in Fox Ridge on or after the effective date of this Fourth Amendment shall be subject to and comply with this Fourth Amendment.

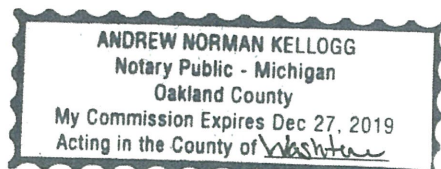
Dated: February ^{25 KP} ~~2018~~, 2018. KP 2019

FOX RIDGE HOMEOWNERS ASSOCIATION

By: Krisinda Palazzolo
Krisinda Palazzolo, President

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing document was acknowledged before me this 25 day of February, ^{2019 ANK} ~~2018~~, by Krisinda Palazzolo, President of Fox Ridge Homeowners Association, a Michigan non-profit corporation, on behalf of the corporation.



[Signature], Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My commission expires: Dec 27, 2019

(40)
30**FIFTH AMENDMENT TO MASTER DEED
OF FOX RIDGE**

Fox Ridge Homeowners Association, a Michigan non-profit corporation, of P.O. Box 484, Dexter, Michigan 48130, being the administrator of Fox 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 August 18, 2003, in Liber 4299, Page 817, as amended, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 428, in accordance with Article XIII(1) of said Master Deed and Article XVI of the By-Laws attached to said Master Deed as Exhibit A, to remove references to the Developer and otherwise to make changes that do not materially alter or change the rights of an owner or mortgagee, hereby amends and restates said By-Laws. Said By-Laws are amended in the following manner:

1. Upon recording of this Fifth Amendment to Master Deed in the Office of the Washtenaw County Register of Deeds, the amended and restated By-Laws attached hereto as Exhibit A shall replace and supersede the original By-Laws recorded as Exhibit A to the Master Deed of Fox Ridge, and said Bylaws as originally recorded, shall have no further force or effect.

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

Dated: May 17, 2019.

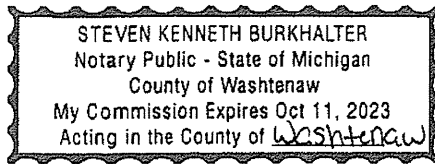
FOX RIDGE HOMEOWNERS ASSOCIATION

By: Krisinda Palazzolo
Krisinda Palazzolo, President

STATE OF MICHIGAN, COUNTY OF WASHTENAW

Time Submitted for Recording
Date 5-22-2019 Time 3:24pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

The foregoing document was acknowledged before me this 17 day of May, 2019, by Krisinda Palazzolo, President of Fox Ridge Homeowners Association, a Michigan non-profit corporation, on behalf of the corporation.



Steven Kenneth Burkhalter, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My commission expires: 10/11/2023

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

Recording fee: \$30.00

Tax Code #: D-04-15-205-001 through -048 (Units 1-48, inclusive)

Exhibit A

Amended and Restated Condominium By-Laws

EXHIBIT A

FOX RIDGE BY-LAWS

ARTICLE I

ASSOCIATION OF OWNERS

Fox Ridge, a residential building site condominium located in the Township of Dexter, Washtenaw County, Michigan, shall be administered by an association of owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Project in accordance with the Project documents and the laws of the State of Michigan. These By-Laws shall constitute both the By-Laws referred to in the Master Deed and required by Section 3(9) of the Act and the By-Laws provided for under the Michigan Non-Profit Corporation Act. Each owner shall be entitled to membership, and no other person or entity shall be entitled to membership. The share of an owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Project documents for the Project available at reasonable hours to owners, prospective purchasers and prospective mortgagees of units in the Project. All owners in the Project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Project documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Project documents and the Act shall be levied by the Association against the units and the owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the common elements or the administration of the Project, including fulfilling drainage responsibilities within individual units, shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of or pursuant to any policy of insurance securing the interest of the owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of the Project, shall constitute receipts affecting the administration of the Project within the meaning of Section 54(4) of the Act.

Section 2.

a. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Board of Directors should carefully analyze the Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without owner approval. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each owner shall not affect or in any way diminish the liability of any owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Project; (2) to provide replacements of existing common elements; (3) to provide additions to the common elements not exceeding \$10,000.00 annually for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (4) that an emergency exists, then the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof. Notwithstanding anything contained herein to the contrary, the Association shall not assess any annual dues against the following units and their initial owners for the six (6) vacant site condominium units that they are purchasing from the Successor Developer, Vita Homes, LTD., a Michigan corporation: (a) Unit 1, Osberg, (b) Unit 35, Palazzolo, (c) Unit 37, Frame/Ammann, (d) Unit 38, Galland, (e) Unit 41, Feldmann, and (f) Unit 32,

McDonald/Davis. Provided, however, that this exemption shall only continue for the duration of their respective ownership of the vacant units, or until they respectively obtain a building permit for the construction of a residence thereon.

b. Special Assessments. Special assessments, in addition to those required in subparagraph a above, may be made by the Board of Directors from time to time and approved by the owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the common elements of a cost exceeding \$10,000.00 per year for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); (2) assessments to purchase a unit upon foreclosure of the lien for assessments described in Section 5 hereof; or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph b (but not including those assessments referred to in subparagraph a above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

c. Special Assessments for Roadway Purposes. The Board of Directors may determine from time to time that it is necessary to pave or improve some or all of the roads within or adjacent to the Project. The improvement may be financed, in whole or in part, by the creation of a special assessment district, or districts, which may include Fox Ridge. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser of a unit shall constitute the agreement by such owner or purchaser, his/her heirs, personal representatives, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than fifty-one percent (51%) of all owners. No consent of mortgagees shall be required for approval of said public road improvement. All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of Act 59, Public Acts of 1978, as amended, or such other statutes as may be applicable.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the owners to cover expenses of administration shall be apportioned among and paid by the owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed. Any other unusual common expenses benefiting less than all of the units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Project, or their tenants or invitees, shall be specifically assessed against the unit or units involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association. Annual assessments as determined in accordance with Article II, Section 2(a)

above shall be payable in advance by owners in one (1) annual or two (2) equal bi-annual installments, commencing with acceptance of a deed to or a land contract vendee's interest in a unit, or with the acquisition of fee simple title to a unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum, plus such additional interest rate surcharge and late payment charges as the Board of Directors shall approve, until each installment is paid in full. Provided, however, that the interest rate and interest rate surcharge combined applying to delinquent amounts shall not exceed the limit set by usury laws in the State of Michigan. The Association may, pursuant to Article XVIII, Section 4 hereof, levy fines for chronic late payment of assessments in addition to such interest and late payment charges. Each owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his unit which may be levied while such owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: First, to cost of collection and enforcement of payment, including actual attorney's fees (not limited to statutory fees); second, to any late charges, interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

Section 5. Enforcement.

a. Remedies. In addition to any other remedies available to the Association¹ the Association may enforce collection of delinquent assessments, together with all applicable late charges / interest, fines/ costs, advances paid by the Association to protect its lien, actual attorney's fees (not limited to statutory fees), and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any Association paid services to an owner in default upon seven (7) days' written notice to such owner of its intention to do so. An owner in default shall not be entitled to utilize any of the general common elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any owner of ingress or egress to and from his unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the owner thereof or any persons claiming under him and, if the unit is not occupied, to lease the unit and collect and apply the rental therefrom to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law

or in equity.

b. Foreclosure Proceedings. Each owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each owner of a unit in the Project acknowledges that, at the time of acquiring title to such unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit. The redemption period for a foreclosure is six (6) months from the date of sale unless the condominium unit is abandoned, in which event the redemption period is one (1) month from the date of sale.

c. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent owner(s) at his or their last known address, of a written notice that one or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth: (1) the affiant's capacity to make the affidavit; (2) the statutory and other authority for the lien; (3) the amount outstanding (exclusive of interest, costs, actual attorney's fees (not limited to statutory fees), and future assessments); (4) the legal description of the subject unit(s); and (5) the name(s) of the owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

d. Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, late charges, fines, costs, actual attorney's fees (not

limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the owner in default and shall be secured by the lien on his unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provision of the Project documents, the holder of any first mortgage covering any unit in the Project which acquires title to the unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder acquires title to the unit.

Section 7. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 8. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Project owned or possessed in common by the owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 9. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 10. Statement as to Unpaid Assessments. The purchaser of any unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. The Association may require the advance payment of a reasonable processing fee for the issuance of such written statement. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the unit itself to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the unit and the proceeds of the sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 11. Lawsuit Defense Expenses. Any owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Project documents, shall be chargeable for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Project documents, or any disputes, claims or grievances arising among or between the owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration) and upon written notice to the Association, shall be submitted to arbitration, and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. In the absence of an agreement between the parties to use other rules, the Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the general common elements of the Project, carry property coverage for all risks of direct physical loss and liability insurance, fidelity coverage, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the general common elements of the Project, and such insurance shall be carried and administered in accordance with the following provisions:

a. Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association and the owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of owners.

b. Insurance of Common Elements. All general common elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

c. Premium Expenses. All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

d. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Project shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of all of the institutional holders of first mortgages on units in the Project have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each owner, by ownership of a unit in the Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of "all risk" property coverage, vandalism and malicious mischief, liability insurance, fidelity coverage and workmen's compensation insurance, if applicable, pertinent to the Project and the common elements appurtenant thereto, and such insurer as may, from time to time, provide such insurance to the Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the owners and their respective mortgagees, as their interests may appear (subject always to the Project documents), to execute releases of liability, and to execute all documents and to do all things on behalf of such owner and the -Project as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibility of Owners. Each owner shall be obligated and responsible for obtaining "all risk" property coverage and vandalism and malicious mischief insurance with respect to his residential dwelling and all other improvements constructed or to be constructed within the perimeter of his unit, and for his personal property located therein or thereon or elsewhere on the Project. All such insurance shall be carried by each owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each owner also shall be obligated to obtain insurance coverage for his personal liability for his undivided interest as a tenant in common with all other owners in the common elements, for occurrences within the perimeter of his unit or the improvements located thereon, and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all owners shall use their best efforts to cause all property and liability insurance carried by the Association or any owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any owner or the Association.

Section 5. Indemnification. Each individual owner shall indemnify and hold harmless every other owner and the Association for all damages and costs, including actual attorney's

fees (not limited to statutory fees), which the other owners or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual owner's unit. Each owner shall carry insurance to secure the indemnity obligations under this Section 5, if required by the Association. This Section 5 is not intended to give any insurer any subrogation right or any other right or claim against any individual owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Project shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

a. General Common Elements. If the damaged property is a general common element, the damaged property shall be rebuilt or repaired by the Association unless two-thirds (2/3) of the owners and two-thirds (2/3) of the institutional holders of mortgages on any unit in the Project agree to the contrary, and the Township of Dexter consents to such action.

b. Unit or Improvements Thereon. If the damaged property is a unit or any improvements thereon, the owner of such unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such owner shall be responsible for any reconstruction or repair that he elects to make. The owner shall in any event remove all debris and restore his unit and the improvements thereon to a clean and slightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed unless the owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 4. Timely Reconstruction and Repair. If damage to the general common elements adversely affects the appearance of the project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

a. Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the owner of such unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an owner's entire unit is taken by eminent domain, such owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Project.

b. Taking of General Common Elements. If there is any taking of any portion of the general common elements, the condemnation proceeds relative to such taking shall be paid to the owners and their mortgagees in proportion to their respective interest in the common elements, and the affirmative vote of at least two-thirds (2/3) of the owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

c. Continuation of Project After Taking. In the event the Project continues after taking by eminent domain, then the remaining portion of the Project shall be re-surveyed and the Master Deed amended accordingly and, if any unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining units based upon the continuing value of the Project of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval thereof by any owner.

d. Notification of Mortgagees. In the event any unit in the Project, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any units in the Project, provided that the name and address of each has been provided to the Association.

e. Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. Notification of FNMA and FHLMC. In the event any mortgage in the Project is held by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefor by FNMA or FHLMC, the Association shall give them written notice at such address as they may from time to time direct of any loss to or taking of the common elements of the Project if the loss or taking exceeds \$10,000 in amount or damage to a unit covered by a mortgage purchased in whole or in part by FNMA or FHLMC if such damage exceeds

\$1,000.

Section 7. Priority of Mortgagee Interests. Nothing contained in the Project documents shall be construed to give an owner or any other party 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.

ARTICLE VI

RESTRICTIONS

All of the units in the Project shall be held, used and enjoyed subject to the ordinances of the Township of Dexter, applicable law and the following limitations and restrictions:

Section 1. Residential Use. No unit in the Project shall be used for other than single-family residential purposes as defined by the Township of Dexter Zoning Ordinance, and the common elements shall be used only for purposes consistent with single-family residential use. The operation of a family or group day care home within the Project is prohibited.

Use of units shall also be restricted in the following manner:

a. Building Size and Height. No building or structure shall exceed two stories above grade or thirty-five (35) feet in height and all buildings or structures shall be constructed within the perimeter of a unit. All buildings and structures shall be in conformity with the following minimum size standards as to living area above ground level measured by the external walls:

- (1) One Story/Ranch: 2,300 square feet.
- (2) One and One-Half Story: 2,500 square feet with a minimum of 1,800 square feet on first floor.
- (3) Multi-Story: 2,700 square feet.

The Association reserves the right, within its sole discretion, to lower the required minimum square footage for specific residences. Garages, porches and breezeways shall not be included in computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the Chelsea Area Construction Agency. All unused building materials and temporary construction shall be removed from the premises within thirty (30) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded, seeded, sodded and/or covered with other approved landscaping as soon as the construction work and weather permit but not later than sixty (60) days thereafter. No burial of construction debris will be permitted. All soil to be removed from any of the units either in grading or excavating will, at the option of the

Association, become the property of the Association and when removed will be placed by the owner of the unit in such place or places within the Project as the Association will designate at the owner's expense. All driveways shall be roughed in with a gravel base and culvert before the basement is dug. Owners may not interrupt the surface flow of storm water across their units and any driveway constructed thereon must contain sufficient culverts to allow the passage of storm water under it.

b. Garages. Each single family dwelling shall have a minimum of a three (3) car attached side entry garage, and with written approval from the Association as hereinafter provided in Section 3, may have a four (4) car attached garage. Carports and detached garages shall not be erected, placed or permitted to remain on any unit. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage. All driveways shall be surfaced with asphalt, concrete or paving bricks at the time of construction of the dwelling served thereby, weather permitting.

c. Temporary Structures. No old or used structure, of any kind, shall be placed upon any unit. No temporary structure of any character such as a tent, camper, mobile home, trailer, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.

d. Accessory Buildings. No accessory building or other out-building shall be permitted on any unit unless it is approved by the Association, as hereinafter provided in Section 3. The Association, in the exercise of its sole discretion, may permit the erection of structures such as swimming pool accessory buildings, greenhouses or lawn/garden storage sheds. Notwithstanding the Association's approval, such structures, except swimming pools, shall be architecturally compatible with the main residence, be constructed of similar materials on a concrete slab with a rat wall, and shall not exceed 280 square feet in size.

e. Swimming Pools. All swimming pools shall be below ground, except children's play pools, hot tubs and jacuzzi tubs, although above ground pools may be installed with the prior written consent from the Association, and subject to such restrictions as it may place upon their use and location.

f. Fences. No owner shall construct, or cause to be constructed, any fence of any nature upon his unit or the common elements without the prior written approval of the Association. Perimeter fences along the exterior lines of the Project shall not be permitted, nor shall fences along the property line between units be permitted. Perimeter fences around swimming pools shall be required to be constructed in accordance with all applicable building codes. Fences shall not be located within the front of the rear building line of the dwelling to be located on each unit, or within the side or rear yard

setback lines behind the rear building line of said dwelling, and shall not exceed four feet in height except around swimming pools and tennis courts. No fence shall be installed within fifty (50) feet of a wetland. No dog runs may be constructed in front of the rear line of the dwelling constructed within a unit or within the side yard set back line, and any such dog run must be attached to the rear of the dwelling to allow direct access from the house, deck or patio. Invisible fences are encouraged for pet control. Fences shall be used primarily for limited enclosure purposes.

g. Exterior Lighting. No owner shall install exterior lighting that causes excessive illumination so as to constitute a nuisance to other owners. Prohibited lighting shall include, but not be limited to, mercury vapor and halogen lighting. All exterior lighting shall be mounted on the dwellings, except for low wattage lighting adjacent to driveways, decks, patios, walkways, and swimming pools.

h. Mailboxes. The size, color, style, location and other attributes of the mailbox for each residence shall be as specified by the U.S. Postal Service and the Association, in order to insure consistency and uniformity within the Project.

i. Antenna. No radio, television or other antenna or aerial shall be permitted on any unit other than the type commonly used for domestic residential purposes. Any antenna or aerial shall be installed on the main residence and not on a separate pole or tower. Dish-type antennae in excess of one (1) meter in diameter shall not be permitted nor shall any antenna or aerial exceeding twelve (12) feet in height above the roof ridge line on any dwelling.

j. Well Water Quality. Notification is hereby given to all subsequent owners of units that the iron level and hardness level of well water below Fox Ridge may be above that which is considered satisfactory from nuisance factor consideration. Chemical analysis of water from a test well in the Project found an iron concentration of 2.13 ppm. The maximum recommended secondary standard is 0.3 ppm. The observed iron level is not above that level which is considered a public health hazard. Fixture discoloration and taste could possibly be observed, and special internal filtration may be desired by individual owners. Iron may stain laundered goods, impart a bitter or astringent taste to the water, and adversely affect the taste of other beverages and foods made from the water. Prospective owners are advised that it may be necessary to install iron removal equipment to reduce the iron concentration to an acceptable level. Chemical analysis of water from a test well found a total hardness concentration of 452 ppm. The maximum recommended secondary standard is 250 ppm. The observed water hardness level is not above that level which is considered a public health hazard. Hardness may cause scaling, plumbing problems and increased usage of soaps and detergents. Softening of the water may result in high sodium concentrations, a condition which should be considered by persons on a sodium restricted diet. Hard water may also discolor house siding when lawns are watered.

k. Wells. All wells are to be privately owned and maintained and must be located within the unit. All wells must be drilled into a protected aquifer. Wells must be grouted with bentonite. The clay barrier shall be no less than 10 feet in thickness. Wells

must be grouted with bentonite through the protecting clay stratum to the top of the screen. Depth of the test wells varies between 71 feet and 134 feet below ground surface. If a well cannot be drilled into a protected aquifer either of the following shall apply:

- (1) Provide a minimum of 50 feet of submergence. Submergence is measured as the distance from the static water level to the bottom of the casing or top of the screen in an unconfined aquifer, or
- (2) All drain fields must be located a minimum of 150 feet from such wells.

The wells shall be located in the exact area as indicated on the approved plans as submitted by Beckett & Raeder, Inc., and approved by the Environmental Health Division of the Washtenaw County Department of Environmental and Infrastructure Services on September 19, 2002. Any change in location must be approved by the Environmental Health Division prior to releasing well permits. Two test wells on Units 26 and 47 showed arsenic levels at 11 and 11 ppb respectively. It is required that these wells and any future wells developed with arsenic levels greater than 10 ppb shall be either:

- (1) Abandoned and an attempt to drill a new well that is either shallower or deeper than the well with a higher arsenic concentration, or
- (2) Install an NSF (National Sanitation Foundation) approved Reverse Osmosis or Distillation water treatment device on the water supply. Furthermore, it is recommended that resampling of arsenic from these wells be done prior to considering either option (1) or (2) above.

The Association consents and agrees with the Environmental Health Division that no unit shall be sold or deed transferred for a particular unit to a purchaser until such time as a well has been completed on the unit which meets minimum required water quality and quantity standards as will be set forth by individual well permits issued by the Environmental Health Division. All wells in Fox Ridge shall have a minimum yield of 10 gpm and tested for established safe levels of nitrates, arsenic and coliform bacteria. With regard to arsenic concentration, the following requirements must be adhered to: (1) where a representative water quality water sample confirms a concentration less than or equal to 10 ppb, the well shall be approved with no stipulation considering all other well permit conditions are satisfactorily met, (2) where a representative water quality sample data confirms a concentration that is greater than 10 ppb but is no more than 50 ppb, it is required that these wells be either: (i) abandoned and an attempt to drill a new well that is either shallower or deeper than the well with a high arsenic concentration, or (ii) install, or escrow satisfactory monetary funds to purchase, an NSF (National Sanitation Foundation) approved Reverse Osmosis or Distillation water treatment device on the water supply. Furthermore, it is recommended that resampling of arsenic from these wells be done prior to considering either option (i) or (ii) above, and (iii) where a representative water quality sample data confirms a concentration that exceeds 50 ppb, it is required that these wells are either rejected or an acceptable alternative treatment method be

proposed. Point of use treatment will not be an acceptable alternative where arsenic concentration exceeds 50 ppb. If test wells used in the preparation of the hydro geological study are not to be used as a potable water supply, then they must be properly abandoned in accordance with Part 127, Act 368 of the Groundwater Quality Control Act. Written certification as to the abandonment of these wells by a licensed well driller must be submitted to the Environmental Health Division prior to releasing any well or septic permits on any of the units in Fox Ridge.

Drain Fields. All drain fields are to be privately owned and maintained and must be located within the unit. The drain fields shall be located in the exact area as indicated on the approved plans as submitted by Beckett & Raeder, Inc., and approved by the Environmental Health Division of the Washtenaw County Department of Environment and Infrastructure Services on September 19, 2002, pursuant to the following requirements:

Unit#	Test Pit#	Depth to sand (ft)	Pump System?	Drain field Minimum	Grading Required?	Additional Comments
1	238,239	5,5	No	N/A	Yes	Test well 2002-00128 on
2	240	5, 6.5	No	N/A	Yes	Test well 2002-00188 on
3	254,255	5,6	No	N/A	Yes	Test well 2002-00185 on
4	256,257	5,5	No	N/A	Yes	Test well 2002-00202 on
5	258,259	6,6	No	N/A	Yes	Test well 2002-00190 on
6	260,261	7, 7	No	N/A	No	
7	262,263	9,9	No	N/A	No	Test well 2002-00127 on
8	264,265	7,8	No	N/A	Yes	
9	266,267	5,4	No	N/A	Yes	
10	236,237	7.5, 6	No	N/A	Yes	Test well 2002-00050 on
11	234,235	6, 9.5	No	N/A	Yes	
12	232,233	6,9	No	N/A	Yes	
13	230,231	8, 7	No	N/A	No	
14	228,229	9,6	No	N/A	No	Test well 2002-00191 on
15	226,227	6,8	No	N/A	Yes	
16	224,225	6,4	No	N/A	Yes	
17	222,223	7,6	No	N/A	Yes	
18	220,221	7.5, 7.5	No	N/A	Yes	
19	218,219	7.5, 7.5	No	N/A	Yes	

20	216,217	8,8	No	N/A	Yes	
21	214,215	10, 9.5	No	N/A	Yes	Test well 2002-00049 on
22	212,213	7.5, 9	No	N/A	Yes	
23	210,211	7.5, 8.5	No	N/A	Yes	
24	208, 81, 209	4.5,6	No	N/A	Yes	Test well 2002-00186 on this unit.
25	206,207	6,8	No	N/A	Yes	
26	204,205	6,6	No	N/A	Yes	Test well 2002-00192 on
27	293,294	5,6	No	N/A	Yes	
28	299,300	4.5, 5	No	N/A	No	
29	295,296	3,5	No	N/A	Yes	
30	252,253	4,5	No	N/A	Yes	
31	297,298	5,3	No	N/A	Yes	Test well 2002-00193 on
32	247,248	6, 7	No	N/A	No	
33	245,246	6.5, 6	No	N/A	No	Test well 2002-00126 on
34	242,243	4.5, 7	No	N/A	No	
35	288,289	5,5	No	N/A	Yes	Test well 2002-00125 on
36	287,286	6, 7	No	N/A	No	Test well 2002-00047 on
37	284,285	7, 7	No	N/A	Yes	Test well 2002-00048 on
38	282,283	8, 7	No	N/A	Yes	
39	290,292	5,6	No	N/A	Yes	
40	280,281	8,9	No	N/A	Yes	
41	278,279	8,8	No	N/A	Yes	
42	276,277	6, 7	No	N/A	Yes	Test well 2002-00189 on
43	274,275	7, 7	No	N/A	Yes	
44	271,217	7, 6	No	N/A	Yes	
45	268,269	6,6.5	No	N/A	Yes	
46	272,273	6, 7	No	N/A	Yes	
47	202,203	7, 7	Yes	N/A	Yes	Test well 2002-00123 on
48	200,210	8,8	No	N/A	No	

Any change in location must be approved by the Environmental Health Division prior to releasing septic permits. There shall be no underground utility lines located within the designated

active and reserve septic system areas. The grading of the drain field area as listed in the above table shall be completed in accordance with the approved plans. The engineer for Fox Ridge shall certify in writing that the grading has been completed prior to the issuance of any well or septic permits on any of the units in Fox Ridge. The drain field on Unit 47 may require a sewage pumping system if the header inverts of the drain field are located at a higher elevation from the proposed finished floor elevations of the dwelling built on this unit. Prior to issuing a sewage permit on Unit 47, the following are required:

- (1) Engineering plans must be submitted to the Environmental Health Division for review and approval prior to the issuance of an individual health permit, and
- (2) Approvals for Unit 47 can be granted on a "tank first" basis, providing that plans are submitted to the Environmental Health Division showing all invert elevations, along with the sewer line that supports gravity sewage flow.

Any changes in the location of the approved sewage system, major filling, eroding, excavation, paving, flooding of the investigated area, encroachment of any required isolation distances, or new information regarding the suitability of the site may necessitate further investigation or disapproval of the site.

m. Washtenaw County Department of Environmental and Infrastructure Services. Subparagraphs j, k and l hereinabove may not be amended without the advance written approval of the Washtenaw County Department of Environmental and Infrastructure Services.

n. Septic Tanks. It is recommended that all septic tanks serving units in the Project shall be pumped out at least once every four (4) years by the respective owners.

o. Water Conservation Efforts. Michigan law requires that all dwellings constructed within units in the Project use water saving plumbing fixtures so as to conserve consumption of water and minimize problems involved with waste disposal. It is also recommended that all laundry washing machines used in said dwellings contain lint filters to prevent undue accumulation of solid materials in septic tanks and drain fields.

p. Drainage Easement. Some units are subject to storm water drainage easements created by this Master Deed, as shown on Exhibit "B" hereto. Notwithstanding anything else contained in the condominium documents to the contrary, each unit owner shall maintain the surface area of such easements within his unit, shall keep the grass cut to a reasonable height, shall keep the area free of trash and debris and shall take such action as may be necessary to eliminate surface erosion. The unit owner shall not contour the land or install any structure or landscaping within said easements that would interfere with the flow of storm water through them. The Association shall have access to such units to maintain, repair and replace such

easements. If the unit owner fails to maintain the drainage easement, then the maintenance for that particular area shall be performed by the Association, which may assess the unit owner for all costs incurred in the maintenance of said area under Article II of these By-Laws.

q. Maintenance of Unimproved Units. Units which have not been improved shall remain in their natural state, but shall be maintained in a presentable condition by the owner. For grassy areas a twenty (20) foot wide area from the edge of the public road pavement shall be mowed at least once per month from May through October each year to control weeds. No dumping shall be allowed on unimproved units. The Association shall enforce this paragraph pursuant to Article XVIII below.

r. Refuse and Garbage. Each owner shall promptly dispose of all refuse and garbage so that it will not be objectionable or visible to adjacent owners. No outside storage of refuse or garbage or outside incinerator shall be permitted. Each residence shall be equipped with an interior garbage disposal. No disposal of garbage, rubbish, leaves or debris shall be allowed on vacant units. Owners shall arrange for weekly pick-up of garbage by only one private garbage contractor. The Association may elect to take over selection of a garbage contractor and each unit owner shall contract with that selected garbage contractor in order to attempt to obtain a group rate and to have garbage picked up on only one day of each week. Garden composting shall be allowed provided that it shall not result in a violation of any other restriction in these By-Laws.

s. Access to Units 1, 32, 33, and 34. Vehicular access for Units 1, 32, 33, and 34 shall be restricted to Fox Ridge Drive.

t. Frontage on Units 26, 27 and 35. The house and driveway on Units 26 and 27 are required to face onto Eagle Pointe Drive, not Fox Ridge Drive. The house and driveway on Unit 35 are required to face onto Ridge Line Circle, not Fox Ridge Drive.

u. Trees. In the absence of an existing adequate number of deciduous trees, the initial owner of each unit who shall construct a dwelling thereon shall provide a minimum of two (2) trees (two inch minimum diameter five feet from ground level) in the street margin (the area between the interior side of the utility easement and the front of the dwelling). Said trees shall be placed at a minimum distance apart of fifty (50) feet. Only large deciduous trees may be installed in street margins and shall be selected from the following: oak, hard maple, linden, locust, hackberry, or sycamore, or from a list of similar trees approved by the Association. These trees must be installed within nine (9) months of the date of occupancy of the dwelling constructed on said Unit.

v. Private Pedestrian Access Easement on Unit 13 and Adjacent General Common Element Wetland. A fifteen (15) foot wide private pedestrian access easement has been created on Unit 13 along its common property line with Unit 14, as is shown on the Condominium Subdivision Plan attached to the Master Deed as Exhibit B, extending from the public road right-of-way to the rear lot line of Unit 13 for a period of twenty (20) years for exclusive use by Kenneth S. Johnston, Raymond Levan, Crystian

Kostikov, and Noel T. Brown, Jr., expiring on October 31, 2022, that is nontransferable to any other person or persons. Said easement shall extend into the adjacent general common element wetlands to the extent necessary to allow pedestrian access to the existing pond which is situated approximately 200 feet west of the common real property corner of Units 13 and 14 for fishing purposes.

Section 2. Leasing and Rental.

a. Right to Lease. An owner may lease his unit and the improvements thereon for single family residential purposes as defined by the Township of Dexter. No owner shall lease less than an entire unit and the improvements thereon. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Project documents. An owner desiring to rent or lease a unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a unit to potential lessees or occupants and, at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the condominium documents. The owner shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the owner shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to an owner, the due dates of that rental and compensation, and the term of the proposed arrangement.

b. Leasing Procedures. The leasing of units and improvements thereon shall conform to the following provisions:

- (1) Tenants and non-owner occupants shall comply with all of the conditions of the Project documents, and all leases and rental agreements shall so state.
- (2) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Project documents, the Association shall take the following action:
 - (a) The Association shall notify the owner by certified mail advising of the alleged violation by the tenant.
 - (b) The owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
 - (c) If, after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the owner and tenant or non-owner occupant for breach of the conditions of the Project documents. The relief provided for in this subparagraph may be by summary

proceeding. The Association may hold both the tenant and the owner liable for any damages to the common elements caused by the owner or tenant in connection with the unit or the Project.

- (3) When an owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an owner's unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. Any tenant failing to make such payments after receiving written notice from the Association shall become personally liable for their payment to the Association and the Association may do the following:

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceedings.

(b) Initiate proceedings pursuant to subsection (2)(c) hereinabove.

Section 3. Architectural Control. No dwelling, structure or other improvement shall be constructed within a unit or elsewhere within the Project, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless the site plan, plot plan, and building plans and specifications, including elevations, therefor containing such detail as the Association may reasonably request have first been approved by the Association. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority. The Association shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its sole opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (which may include textured vinyl, wood, brick, and stone, but no aluminum siding or brick laminate) and exterior colors (earth tones are preferred) which shall blend in with existing residences and the natural surroundings, the site upon which it is proposed to be constructed, the location of the dwelling within each unit, and the degree of harmony thereof with the Project as a whole. All dwellings must have at least seventy percent (70%) brick or stone on the front elevation of the dwelling, with the exception of an "arts and crafts" style of architecture, which may utilize a combination of "shake" siding and stone. Units 3, 26, 27, and 32 through 46 shall have an additional minimum brick requirement of three (3) feet of brick on the sides and back of the dwelling, as the back of these dwellings will be more visible from the adjacent roads. No all vinyl sided homes shall be permitted. Unless prevented by existing natural vegetation, or severe elevations in the topography, wherever possible lawns shall occupy the majority of the front yard between the dwelling and the traveled portion of the road adjacent thereto. No log, modular, manufactured or any other type of residential housing constructed and assembled off-site will be permitted. All dwellings must be constructed on-site. No flat roofs will be permitted and a minimum front roof pitch of 6/12 will be required. The purpose of this Section is to assure the continued maintenance of the Project as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all owners.

In no event shall any unit owner have the right to impose liability on the Association, or otherwise contest judicially any decision of the Association (or alleged failure of the Association to make a decision) relative to the approval or disapproval of a site plan and building plans, or any aspect or other matter as to which the Association reserves the right to approve, disapprove or grant a variance with regard to under this Article VI. The approval by the Association of a site plan and building plans, or other matter shall not be construed as a representation or warranty that the site plan or building plans or other matter is in conformity with the zoning ordinances of the Township of Dexter, if applicable, or building regulations of any other governmental authority. The Association specifically disclaims any obligation or duty to ascertain any such non-conformities or to advise a unit owner or any other person of the same, even if known to the Association.

Section 4. Changes in Common Elements. No owner shall make changes in any of the common elements without the express written approval of the Board of Directors of the Association, and the Township of Dexter, if applicable.

Section 5. Activities. No noxious, unlawful or offensive activity shall be carried on in any unit or upon the common elements, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of the Project. No garage sales shall be permitted on any unit in the Project, except when done in conjunction with the sale of the residence, or when a neighborhood garage sale is held, and then such sale shall be limited to two (2) days in duration. No unreasonably noisy activity shall occur in or on the common elements or in any unit at any time, and disputes among owners arising as a result of this provision which cannot be amicably resolved shall be arbitrated by the Association. No owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the Project without the written approval of the Association, and each owner shall pay to the Association the increased insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets. Subject to the provisions of this Section 6, owners shall be entitled to keep no more than three (3) pets of a domestic nature that will reside within the residence constructed within their units. No pet or animal may be kept or bred for any commercial purpose. All pets shall be maintained in compliance with Township of Dexter ordinances. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements. In the event an owner's pet causes unnecessary and unreasonable disturbance or annoyance to other owners, one or more, and such owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the owner to

remove the pet from his unit and the Project or impose such other restrictions on the keeping of such pet as are reasonable. No pet or animal may be permitted to run loose at any time upon other units or the common elements, and any animal shall at all times be leashed and attended by some responsible person while on the common elements. No animal shall be left unattended outside of the dwelling between 11 o'clock p.m. and 7 o'clock a.m. Invisible fences are encouraged for pet control. No unattended tethering of dogs shall be allowed on any unit in the Project. No savage or dangerous animal shall be kept, and any owner who causes any animal to be brought or kept upon the Project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each owner shall be responsible for collection and disposition of all fecal matter deposited within the Project by any pet maintained by such owner. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Project which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be licensed with Washtenaw County and registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with Article XVIII of these By-Laws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. Neither the common elements nor the unit outside of the dwelling and garage constructed thereon shall be used for the display of lawn statuary or the storage of supplies, materials, firewood, personal property, or trash or refuse of any kinds, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in garages and shall not be permitted to remain elsewhere on the unit or common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by an owner, either in his unit or upon the common elements, which is detrimental to the appearance of the Project. In the event that any dwelling is damaged or destroyed a general clean-up shall be accomplished within thirty (30) days. Minor repairs shall be completed as soon as possible and completion of major repairs and reconstruction shall be accomplished within nine (9) months, weather permitting.

Section 8. Vehicles. No travel trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the Project, unless parked in the garage with the door closed. Travel trailers, motor homes, camping vehicles, and camping trailers may be temporarily parked upon the unit for a period of no more than forty-eight (48) consecutive hours for loading and unloading purposes twice a year. No inoperable or unlicensed vehicles of any type may be brought or stored upon the Project either temporarily or permanently, unless parked in the garage with the doors closed. Commercial vehicles and trucks shall not be parked in or about the Project (except as above provided) except while making deliveries or pick ups in the normal course of business, unless parked pursuant to the advance written approval of the Association. Owners shall, if the Association shall require,

register with the Association all cars maintained on the Project. Use of motorized vehicles anywhere on the Project, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 8, is absolutely prohibited. Overnight parking on any private road in the Project is prohibited except as the Association may make reasonable exceptions thereto from time to time.

Section 9. Advertising. Except for the entrance sign on Unit 34, no signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a unit or on the common elements, excluding one "For Sale" sign which shall not exceed six (6) square feet per side, without written permission from the Association and a sign permit issued by the Township of Dexter, if applicable.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations, including grievance procedures, from time to time to reflect the needs and desires of the majority of the owners in the Project. Reasonable rules and regulations consistent with the Act, the Master Deed and these By-Laws concerning the use of units and the common elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules and regulations and amendments thereto shall be furnished to all owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all owners in number and in value.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to the portion of each unit not occupied by the dwelling from time to time, during reasonable working hours, upon notice to the owner thereof, as may be necessary for the maintenance, repair or replacement of storm water drainage easements and of any of the common elements. The Association or its agents shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements, to the unit itself or to another unit, and shall not be liable to such owner for any necessary damage to his unit caused thereby.

Section 12. Landscaping. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials on the general common elements without the prior written approval of the Association. No lawn statuary shall be permitted without the prior written approval of the Association. Basic landscaping, including finish grading, seeding or sodding, must be completed within two (2) months after date of occupancy, weather permitting. At least seventy-five percent (75%) of the earth disturbed by excavation and other construction work must be covered with grass. These requirements apply even if the dwelling remains unoccupied after completion. The owner of each unit shall develop a landscape treatment which will tend to enhance, complement and harmonize with adjacent property. This will best be accomplished by saving as much of the natural features and mature tree growth as possible, and the clearing of selected areas of underbrush and less desirable tree growth in order to open special views and to reduce competition with the mature or specimen vegetation. No existing trees in excess of three (3) inches in diameter five (5) feet above ground level shall be cut, except for diseased and dead trees, or those that are of a

nuisance species, such as poplar, willow or box elder, without the prior written approval of the Association. No surface soil shall be dug or removed from any unit for purposes other than building and landscaping of the unit, without the prior written approval of the Association. All debris shall be promptly removed. New planting shall complement and enhance the character of the existing vegetation, topography and structures. **No mowing shall be done and no chemical fertilizers shall be used within twenty-five (25) feet of a wetland.** Each owner shall have the responsibility to maintain the grounds of his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, including the mowing of grass to a height of six inches (6") or less, removal of weeds, and proper trimming of bushes and trees. If the Association shall receive complaints from other owners regarding lack of maintenance of the grounds of a unit, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the unit performed as the Board of Directors shall determine as being reasonable, and the charges therefor shall become a lien upon the unit and collected in the fashion as set forth in Article II of these By-Laws. The Association shall enforce this paragraph pursuant to Article XVIII below.

Section 13. Common Element Maintenance. Roads, yards, landscaped areas, and driveways shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or other obstructions may be left unattended on or about the common elements, or they may be removed and disposed of at the discretion of the Association.

Section 14. Owner Maintenance. Each owner shall maintain his unit, and any detention ponds located thereon, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, and the improvements on the unit in a safe, aesthetically pleasing, clean, and sanitary condition. Each owner shall also use due care to avoid damaging any of the common elements, including, but not limited to, the telephone, electrical, natural gas, drainage easement courses, detention ponds, or other utility conduits and systems and any other common elements within or adjacent to any unit which are appurtenant to or which may affect any other unit. Each owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him or his family, guests, agents, or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible owner in the manner provided in Article II hereof.

Section 15. Road, Road Shoulder, Road Side Ditches, and Drainage Ways. During construction periods any damage to the road, road shoulder, road side ditches, and drainage ways shall be repaired at the sole cost and expense of the owner of the unit for whom construction is being performed. Such damage, shall be defined by the Association, and shall include, but is not limited to, broken pavement, squashed culverts, ruts in drainage ways, erosion sediment from unit, and regrading. If damage occurs, the Association shall give

written notice to the owner of the unit as to the extent of such damage. The owner shall repair said damage within thirty (30) days after receiving said notice. Time extensions may be granted due to adverse weather conditions. After thirty (30) days, plus any adverse weather extensions, the Association may repair such damage and bill the owner of the unit. If said costs are not paid within thirty (30) days, the Association may place a lien upon the subject unit for such charges plus all actual reasonable legal expenses, or take any other actions which may be permitted by law.

Section 16. Roads Prior to Acceptance. Private roads as set forth on the Condominium Subdivision Plan will be maintained, replaced, repaired, and resurfaced as necessary by the Association, but only until they are dedicated to the public. It is the Association's responsibility to inspect and to perform preventative maintenance of the Project roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. However, although it is contemplated that the roads will be dedicated to the public, it is possible such dedication may not necessarily take place immediately, or at all. Upon dedication of the roads and acceptance by the Washtenaw County Road Commission, the Association will no longer be responsible for maintaining the roads, although the Association, in its sole and absolute discretion, may elect to continue to snowplow or otherwise maintain the roads to the extent it deems it appropriate, and as shall be permitted by the Washtenaw County Road Commission.

Section 17. Wetland Preserves. Private wetland preserves are located on units and general common elements in the Project as is shown on the Condominium Subdivision Plan attached to the Master Deed as Exhibit B. The wetland preserves have been designated in Exhibit B to serve as permanent natural open space areas and the natural topography, vegetation, wildlife habitat, and ecological character and nature of the wetland preserves, having been deemed assets worthy of preservation, shall remain intact and undisturbed to the extent possible. Construction of buildings, or other structures, in the wetland preserves is prohibited. **No mowing shall be done and no pesticides, herbicides (except with regard to poisonous and invasive species) or commercial fertilizers shall be used in or within twenty-five (25) feet of the wetland preserves,** however, natural or organic fertilizer such as leaves, leaf humus, green manure, etc., may be used. Storage or dumping of any items or materials, including but not limited to vehicles, structures, building materials, grass clippings, leaves, branches, trash, or refuse, is prohibited on the wetland preserves. The Association shall be responsible for maintaining the wetland preserves in a proper manner as may be required to preserve existing topography, vegetation, wildlife habitat, and the ecological character and nature of the areas.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such unit, which shall provide its name and address, and the unit number or address of the unit on which it has a mortgage, report any unpaid assessments due

from the owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Project, which shall have provided the information required, written notification of any default in the performance of the obligations of the owner of such unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the general common elements against fire, perils covered by extended coverage, and against vandalism and malicious mischief, public liability, and fidelity coverage, and the amount of such coverage to the extent that the Association is obligated by the terms of these By-Laws to obtain such insurance coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any unit in the Project shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 4. Notice. Whenever a ballot requirement appears in these By-Laws for the benefit of a mortgagee which requires a ballot in support of or against a proposal submitted by the Association, the mortgagee shall respond within ninety (90) days of mailing of said notice or the lack of response thereto shall be deemed as approval of the proposal.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these By-Laws, each owner shall be entitled to one vote for each unit owned.

Section 2. Eligibility to Vote. No owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the Project to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the owner for voting purposes. The vote of each owner may be cast only by the individual representative designated by such owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative.

Section 3. Designation of Voting Representative. Each owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the owner, and the name and address of each person, firm, corporation, partnership, association, trust, or other entity who is the owner. Such notice shall be signed and dated by the owner. The individual representative designated may be changed by the owner at any time by filing a new notice in

the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 30% of the owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Project documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted,

Section 6, Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Project documents or the laws of the State of Michigan.

Section 2. Annual Meetings. Annual meetings of members of the Association shall be held in the months of October or November, on such date and at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Article X of these By-Laws. The owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the owners presented to the Secretary of the Association. special meeting shall state the time and place of such purposes thereof. No business shall be transacted at a except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, upon each owner of record at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these By-Laws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 5. Adjournment. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary, and Treasurer.

Section 7. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 4 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which the ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 8. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present either in person or by proxy and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or the Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meetings that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be composed of three (3) persons. The members of the Board of Directors must be members of the Association or officers, partners, trustees, employees, or agents of members of the Association. No more than one (1) owner from a unit may serve on the Board of Directors at the same time. Directors shall serve without compensation.

Section 2. Election of Directors.

a. Election of Directors. At the first annual meeting of members, two Directors shall be elected for a term of two years and one Director shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate, and the two persons receiving the highest number of votes shall be elected for a term of two years and the person receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either one or two Directors shall be elected, depending upon the number of Directors whose terms expire. After the first annual meeting, the term of office (except for the Director elected for one year at the first annual meeting) of each Director shall be two years. The Board of Directors shall have the option of increasing its members from three (3) persons to five (5) persons at any subsequent annual meeting of members of the Association by declaring the increase in number of Directors to be elected prior to such meeting. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Project documents or required thereby to be exercised and done by the owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these By-Laws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

a. To manage and administer the affairs of and to maintain the Project and the common elements thereof.

b. To levy, collect and disburse assessments against and from the members

of the Association and to use the proceeds thereof for the purposes of the Association, and to impose late charges for nonpayment of said assessments.

- c. To carry insurance and collect and allocate the proceeds thereof.
- d. To rebuild improvements to the common elements after casualty, subject to all of the other applicable provisions of the Project documents.
- e. To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Project, including fulfilling drainage responsibilities within individual units.
- f. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage, or lease any real or personal property (including any unit in the Project and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes or obligations of the Association.
- g. To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of sixty percent (60%) of all of the members of the Association.
- h. To make rules and regulations in accordance with Article VI, Section 10 of these By-Laws.
- i. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Project, and to delegate to such committees any functions or responsibilities which are not by law or the Project documents required to be performed by the Board.
- j. To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to enable owners to obtain mortgage loans which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.
- k. To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.
- l. To assert, defend or settle claims on behalf of all owners in connection with the common elements of the Project. The Board shall provide at least a ten (10) day written notice to all owners on actions proposed by the Board with regard thereto.

- m. To enforce the provisions of the Project documents.

Section 5. Management Agent. The Board of Directors may employ a professional management agent for the Association at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Project documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than one (1) year or which is not terminable by the Association upon thirty (30) days' written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number and in value of all of the owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, e-mail, fax, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given personally, by mail, e-mail, fax, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any

Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum. A quorum of the directors shall also permit the Board of Directors to take action by the written consent of individual directors and by means of a telephone conference between the directors. The Board of Directors is not subject to the Michigan Open Meetings Act and may close portions of its meetings to the owners, and provide for confidentiality of the minutes of the closed portion of its meetings, for such issues, as an example, as discussion of personnel employment and litigation matters.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for the funds of the Association furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XI

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary, and a Treasurer. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

a. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

b. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice

President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

c. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general perform all duties incident to the office of Secretary.

d. Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected, at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association and the words "corporate seal", and "Michigan".

ARTICLE XIII

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration and which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the owners. Such accounts and all other Association records shall be open for inspection by the owners and their mortgagees during reasonable working hours. The

Association shall prepare and distribute to each owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor that such audit be a certified audit. Any institutional holder of a first mortgage lien on any unit in the Project shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. If an audited statement is not available, any holder of a first mortgage on a unit in the Project shall be allowed to have an audited statement prepared at its own expense.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XV

AMENDMENTS

Section 1. Proposal. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more of the owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these By-Laws.

Section 3. Voting by Board of Directors. These By-Laws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of owners, mortgagees or other interested parties, or amend Article VI, and to keep these By-Laws in compliance with the Act.

Section 4. Voting by Owners. These By-Laws may be amended by the owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than two-thirds (2/3) of all owners. No consent of mortgagees shall be required to amend these By-Laws, except as otherwise provided in Section 90a of the Act, in which event the approval of two-thirds (2/3) of the first mortgagees shall be required, with each mortgagee to have one vote for each mortgage held. 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 the owners entitled to vote as of the record date for such votes. Consent from the Township of Dexter shall be obtained if any public interest is affected. A person causing or requesting an amendment to the Project documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of owners or based upon the Board of Directors' decision, the costs of which are expenses of administration.

Section 5. When Effective. Any amendment to these By-Laws shall become effective upon the recording of such amendment in the Office of the Washtenaw County Register of Deeds.

Section 6. Binding. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

Section 7. Notice. Eligible mortgage holders, those holders of a first mortgage on a unit who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders, also shall have the right to Join in the decision making about certain amendments to the Project documents.

ARTICLE XVI

COMPLIANCE

The Association and all present or future owners, tenants or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the Project shall signify that the Project documents are accepted and ratified. In the event the Project documents conflict with the provisions of the Act, the Act shall govern,

ARTICLE XVII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these By-Laws are attached as an Exhibit or as set forth in the Act,

ARTICLE XVIII

REMEDIES FOR DEFAULT

Any default by an owner shall entitle the Association or another owner or owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Project documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved owner or owners,

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by an owner, the Association or the owner or owners bringing the legal action, if successful, shall be entitled to recover the costs of the proceedings and actual attorney's fees (not limited to statutory fees), but in no event shall any defending owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Project documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements or into any unit when reasonably necessary and summarily remove and abate, at the expense of the owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Project documents. The Association shall have no liability to any owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Project documents by any owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all owners in the same

manner as prescribed in Article IX, Section 4 of these By-Laws. Thereafter, fines may be assessed only upon notice to the offending owners as prescribed in said Article IX, Section 4, and after an opportunity for such owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed Fifty Dollars (\$50.00) for the second violation, One Hundred Dollars (\$100.00) for the third violation, or be less than One Hundred Dollars (\$100.00) for any subsequent violation.

Section 5. Non-Waiver of Right. The failure of the Association or of any owner to enforce any right, provision, covenant, or condition which may be granted by the Project documents shall not constitute a waiver of the right of the Association or of any such owner to enforce such right, provision, covenant, or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any owner or owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Project documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Project Documents. An owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Project documents. In such a proceeding, the Association, if successful, shall recover the costs of the proceeding and actual attorney's fees (not limited to statutory fees). An owner may maintain an action against any other owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Project documents or the Act.

ARTICLE XIX

SEVERABILITY

In the event that any of the terms, provisions or covenants of these By-Laws or the Project documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants of such Project documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



See Replat in Amendment #1

WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN No. 428
EXHIBIT "B" TO THE MASTER DEED OF
FOX RIDGE, A SITE CONDOMINIUM
DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER
MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE.
WHEN A NUMBER HAS BEEN ASSIGNED TO THIS
PROJECT, IT MUST BE PROPERLY SHOWN IN THE
TITLE ON THIS SHEET AND IN THE SURVEYOR'S
CERTIFICATE ON SHEET 4.

SURVEYOR

Jekabson & Associates, P.C.
Professional Land Surveyors
1320 Goldsmith
Plymouth, MI 48170

DEVELOPER

Noel T. Brown Management Company
10649 Mountainview Drive
Dexter, MI 48130

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LEGAL DESCRIPTIONS

Units 1 through 26, 47, 48 and Wetlands "A", "B" and "C"
Part of the North 1/2 of Section 15, Town 1 South, Range 4 East, Dexter Township,
Washtenaw County, Michigan, described as: Beginning at the North 1/2 Corner of Section 15,
Town 1 South, Range 4 East; thence along the North Line of Section 15, North 87°33'29"
East 1226.71 feet; thence along the East Line of the West 1/2 of the Northeast 1/4 of Section
15, South 01°43'33" East 2211.50 feet; thence along the Northeast Line of North Township
Road, North 82°31'18" West 271.70 feet; thence along the Northeast Line of Fox Ridge
Drive the following six (6) courses: one (1) along the Arc of a Curve to the Right, 23.56
feet, Radius 13.00 feet, Central Angle 90°00'00", Chord Bears North 37°31'18" West 21.21
feet, two (2) North 07°08'41" East 83.37 feet, three (3) along the Arc of a Curve to the
Left, 358.15 feet, Radius 263.50 feet, Central Angle 77°17'22", Chord Bears North 37°30'00"
West 331.60 feet, four (4) North 70°04'42" West 150.92 feet, five (5) along the Arc of a
Curve to the Right, 133.63 feet, Radius 367.00 feet, Central Angle 24°17'48", Chord Bears
North 37°38'47" West 134.67 feet, and six (6) North 43°30'33" West 208.91 feet; thence
along the Easterly Line of Ridgeline Circle the following five (5) courses: one (1) along the
Arc of a Curve to the Right, 23.54 feet, Radius 13.00 feet, Central Angle 90°00'00", Chord
Bears North 02°50'53" West 21.21 feet, two (2) North 44°08'02" East 75.01 feet, three (3)
along the Arc of a Curve to the Right, 176.66 feet, Radius 367.00 feet, Central Angle
27°34'48", Chord Bears North 37°56'31" East 174.86 feet, four (4) North 71°43'35" East
203.00 feet, and five (5) along the Arc of a Curve to the Left, 617.70 feet, Radius 283.00
feet, Central Angle 123°03'36", Chord Bears North 08°12'07" East 562.18 feet; thence along
the Boundary of Timber Ridge Court the following seven (7) courses: one (1) along the
Arc of a Curve to the Right, 21.14 feet, Radius 15.00 feet, Central Angle 80°43'31", Chord
Bears North 12°37'46" West 18.43 feet, two (2) North 27°24'10" East 25.33 feet, three (3)
along the Arc of a Curve to the Left, 205.83 feet, Radius 683.00 feet, Central Angle
17°16'36", Chord Bears North 16°43'31" East 203.17 feet, four (4) North 107°13'13" East
99.79 feet, five (5) along the Arc of a Curve to the Right, 42.23 feet, Radius 50.00 feet,
Central Angle 46°22'40", Chord Bears North 34°19'23" East 40.98 feet, six (6) along the Arc
of a Curve to the Left, 362.32 feet, Radius 75.00 feet, Central Angle 278°47'20", Chord
Bears North 79°52'27" West 99.60 feet, seven (7) along the Arc of a Curve to the Right,
42.23 feet, Radius 50.00 feet, Central Angle 46°22'40", Chord Bears South 16°04'17" East
40.98 feet, eight (8) South 107°13'13" West 99.79 feet, nine (9) along the Arc of a Curve to
the Right, 186.05 feet, Radius 617.00 feet, Central Angle 17°16'36", Chord Bears South
16°43'31" West 183.34 feet, ten (10) South 27°24'10" West 25.33 feet, and eleven (11)
along the Arc of a Curve to the Right, 21.12 feet, Radius 15.00 feet, Central Angle
80°43'31", Chord Bears South 87°46'03" West 18.43 feet; thence along the Boundary of
Ridgeline Circle the following six (6) courses: one (1) along the Arc of a Curve

to the Left, 41.31 feet, Radius 283.00 feet, Central Angle 08°21'45", Chord Bears North
76°02'32" West 41.27 feet, two (2) North 80°13'43" West 238.33 feet, three (3) along the
Arc of a Curve to the Right, 176.58 feet, Radius 987.00 feet, Central Angle 10°34'46", Chord
Bears North 74°56'22" West 178.30 feet, four (4) North 68°38'39" West 263.64 feet, five (5)
along the Arc of a Curve to the Left, 771.31 feet, Radius 283.00 feet, Central Angle
156°11'34", Chord Bears South 32°15'04" West 353.83 feet, and six (6) South 43°50'53"
East 245.36 feet; thence along the Westerly Line of Eagle Pointe Drive the following three
(3) courses: one (1) along the Arc of a Curve to the Right, 23.56 feet, Radius 13.00 feet,
Central Angle 90°00'00", Chord Bears South 02°50'53" East 21.21 feet, two (2) South
44°08'02" West 75.01 feet, and three (3) along the Arc of a Curve to the Left, 738.85 feet,
Radius 821.00 feet, Central Angle 58°15'40", Chord Bears South 107°11'17" West 686.86 feet;
thence North 24°08'13" West 102.06 feet; thence South 84°29'58" West 286.43 feet; thence
North 05°30'05" West 198.82 feet; thence North 13°03'18" West 70.80 feet; thence North
37°13'43" West 151.03 feet; thence North 04°31'56" West 68.68 feet; thence North 87°47'18"
East 84.43 feet; thence North 01°19'49" West 221.77 feet; thence North 27°11'48" West
98.93 feet; thence North 71°33'06" West 311.68 feet; thence North 34°44'27" West 300.78
feet; thence South 88°21'44" West 88.47 feet; thence North 00°20'28" West 583.18 feet;
thence along the North Line of Section 15, North 87°46'49" East 1151.51 feet to the Point
of Beginning, Containing 60.236 Acres.

Subject to a Portion of a 68.00 foot wide Easement for ingress, egress and utilities,
described as: Commencing at the North 1/2 Corner of Section 15, Town 1 South, Range 4
East; thence along the North Line of Section 15, North 87°33'29" East 1226.71 feet; thence
along the East Line of the West 1/2 of the Northeast 1/4 of Section 15, South 01°43'33" East
2272.22 feet; thence along the Centerline of North Township Road the following two (2)
courses: one (1) North 82°31'18" West 1004.24 feet and two (2) 280.40 feet along the arc
of a Curve to the Left, Radius 574.58 feet, Central Angle 27°39'39", Chord Bears South
87°08'31" West 277.83 feet to the Point of Beginning; thence continuing along the Centerline
of North Township Road, 86.04 feet along the arc of a Curve to the Left, Radius 574.58
feet, Central Angle 06°33'06", Chord Bears South 65°53'28" West 66.00 feet; thence North
24°08'33" West 392.06 feet; thence South 84°29'58" West 318.43 feet; thence North
05°30'05" West 198.84 feet; thence North 13°03'18" West 61.36 feet; thence North 37°13'43"
West 153.64 feet; thence North 04°31'56" West 77.86 feet; thence North 87°47'13" East
86.03 feet; thence South 04°31'56" East 77.86 feet; thence South 37°13'43" East 148.42
feet; thence South 13°03'18" East 78.85 feet; thence South 05°30'05" East 135.00 feet;
thence North 84°29'58" East 300.83 feet; thence South 24°08'33" East 439.48 feet to the
Point of Beginning.

PROPOSED DATE: August 14, 2003

J. Jekabson
J. Jekabson
Licensed Professional Surveyor #19836
Jekabson & Associates, P.C.
1320 Goldsmith
Plymouth, MI 48170
(734) 414-7200

FOX RIDGE

TITLE PAGE &
LEGAL DESCRIPTIONS

JEKABSON & ASSOCIATES, P.C.
Professional Land Surveyors
1320 Goldsmith, Plymouth, MI 48170
(734) 414-7200 (734) 414-7272 fax



DATE	8/14/03
FILE NO.	11-05-02
SCALE	NAD
PROJECT	AND
DATE	1/1/04
BY	J. Jekabson

See Replat in Amendment #1

Units 2 through J4

Part of the North S of Section 15, Team 1 South, Hance & Cavel.
01:02:33 West 27.67 feet to the North Line of Section 15, Team 1
Continuance of the North S of Section 15, Team 1
South, Hance & Cavel; thence along the North Line of Section 15,
Team 1, North 82°02'48" West 279.22 feet; thence along the West Line
of the West S of the Northeast S of Section 15, Team 1,
01:04:33 West 221.50 feet; thence along the North Line of
North Territorial Road, North 82°21'18" West 277.70 feet to the
North Line of Section 15, Team 1, North 82°02'48" West 279.22
feet; thence along the North Line of Section 15, Team 1, North
North Territorial Road, North 82°21'18" West 236.63 feet; thence
North 02°02'48" West 279.22 feet; thence South 77°41'21" West
221.50 feet to the North Line of Section 15, Team 1, and then follow
the following four (4) courses: one (1) North 24°06'31" West
3.93 feet, two (2) along the arc of a Curve to the Right, 66.21
feet, three (3) North 82°02'48" West 279.22 feet, and four (4)
North 10°01'17" East 82.80 feet, three (3) North 44°06'07" East
32.03 feet, and four (4) along the arc of a Curve to the Right,
15.58 feet, and then follow the following three (3) courses: one (1)
North 80°09'07" East 22.11 feet; thence along the North Line of
South Territorial Line of Fox Ridge Drive the following six (6)
courses: one (1) South 53°53'57" East 182.81 feet, two (2) along
the arc of a Curve to the Right, 182.81 feet, three (3) North
43.00 feet, four (4) Central Angle 24°17'48", Chord Bears East
182.81 feet, five (5) North 70°04'42" East
37.67 feet, and six (6) North 82°02'48" West 279.22 feet, and then
follow the following three (3) courses: one (1) North 82°02'48"
West 262.27 feet, North 184.30 feet, Central Angle 37°17'22",
Chord Bears South 213.000 feet, East 249.93 feet, five (5) South
22.38 feet, and six (6) along the arc of a Curve to the Right,
22.38 feet, Radius 15.00 feet, Central Angle
80°09'07", Chord Bears South 57.04 feet; West 21.21 feet to the

[illegible]

Northerly 50.00 feet of North Terrestrial Road Part 1
Part of the North X of Section 12, Town 1 South, Range 4 East, Daver Township, Washington County, Michigan, described as:
Commencing at the North X Corner of Section 13, Town 1 South, Range 4 East; thence along the North Line of Section 13, North 73°32'29" East 1226.71 feet; thence along the East Line of the West X of the Northeast 1/4 of Section 13, South 01°43'53" East 171.30 feet; thence along the East Line continuing along the East Line of the West X of the Northeast 1/4 of Section 13, South 01°43'53" East 60.73 feet; thence along the Centerline of North Terrestrial Road, North 82°31'19" West 911.24 feet; thence North 07°00'49" West 80.78 feet; thence South 82°31'19" East 911.54 feet to the Point of Beginning. Contains 54,663.6 Square Feet or

[illegible][illegible]

200 Ridge Drive
 West end of Section 15, 1/4 mile S. South, Angus 4 East.
 Deslor Township, Washington County, Michigan, described as
 Commencing at the North 1/4 Corner of Section 15, T.46 N. S.40 E.
 78°32'28" East 126.71 feet; thence along the East Line of the West 1/4
 of the Northeast 1/4 of Section 15, T.46 N. S.45 W. East 127°22'32" East
 126.71 feet; thence North 70°06'41" East 60.00 feet to the Point of
 Beginning, thence along the Northern Line of North Township, Range
 4 East, 1/4 mile S. South, Angus 4 East, 78°32'28" East 126.71 feet to the
 Left, 23.36 feet, Redburn 13.00 feet, Central Angus 90°00'00", Chard
 Bears North 52°04'41" East 31.21 feet; thence North 70°06'42" East
 126.71 feet; thence North 70°06'41" East 60.00 feet to the Point of
 Beginning, 184.50 feet, Central Angus 77°12'22", Chard Bears North
 37°00'00" East 124.93 feet, thence North 70°06'41" East 184.50 feet to the
 Point of Beginning, 123.00 feet, Central Angus 24°17'48", Chard Bears North 37°00'00" East
 182.74 feet, thence North 42°50'33" East 168.681 feet; thence along the
 North Line of Section 15, T.46 N. S.45 W. 78°32'28" East 126.71 feet
 00°00'00" East 88.00 feet; thence South 43°30'33" East 168.681 feet
 126.71 feet; thence North 70°06'41" East 60.00 feet to the Point of
 Beginning, 124.93 feet, Central Angus 24°17'48", Chard Bears South 37°00'00" East
 184.50 feet; thence South 70°06'41" East 150.87 feet; thence along the
 North Line of Section 15, T.46 N. S.45 W. 78°32'28" East 126.71 feet
 Angus 77°12'22", Chard Bears South 31°30'00" East 33.60 feet, thence
 South 70°08'11" East 83.37 feet; thence along the Arc of a Circle to
 the Point of Beginning, 124.93 feet, Central Angus 77°12'22", Chard
 Bears South 37°00'00" East 121.21 feet; thence along the Northern Line
 of North Township, Range 4 East, North 82°31'18" East 53.00 feet to the Point

[illegible][illegible]

PROPOSED DATE: AUGUST 14, 2003

FOX RIDGE

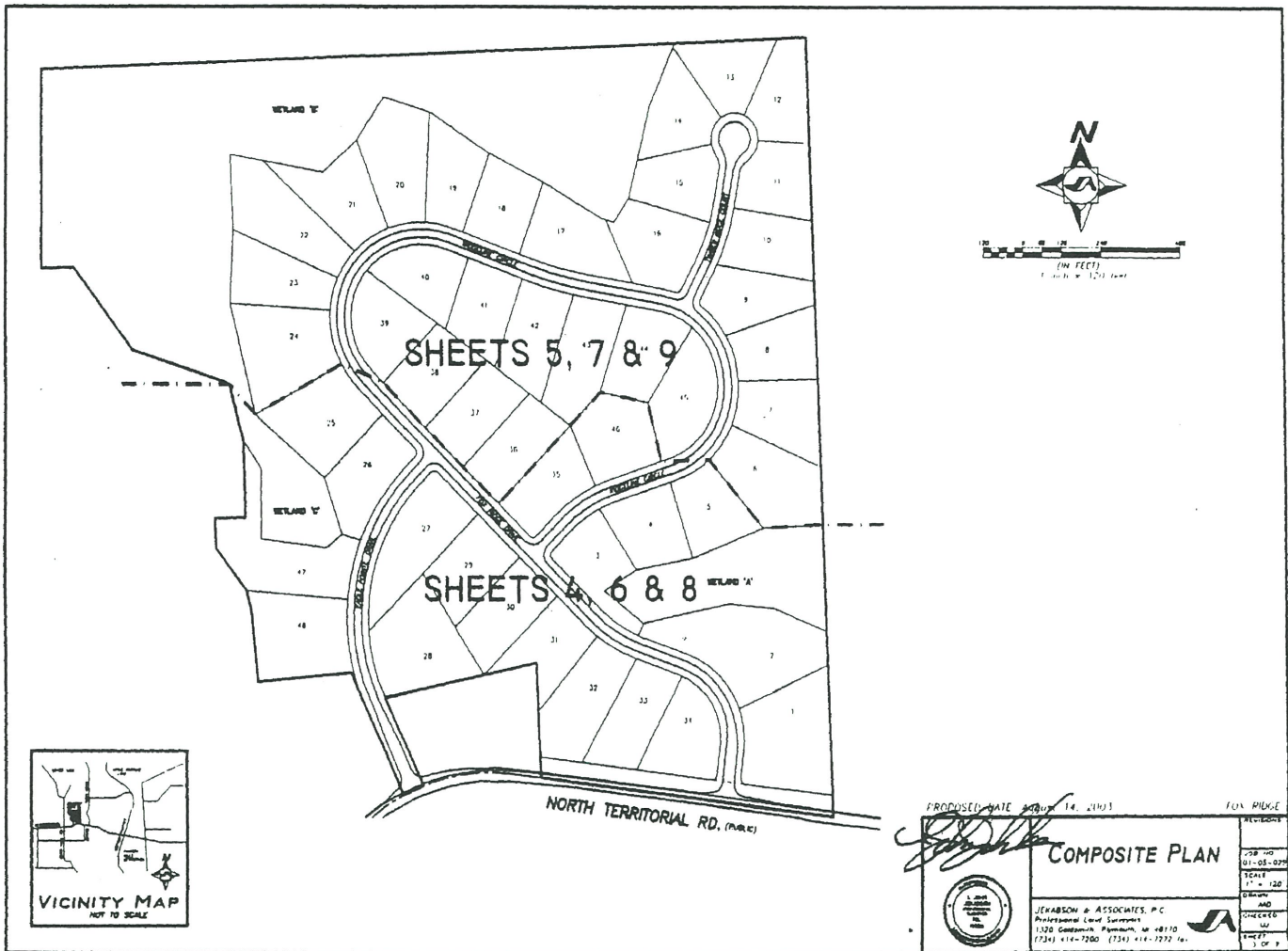
DESCRIPTIONS

(734) 414-3200 (734) 414-7277 fax

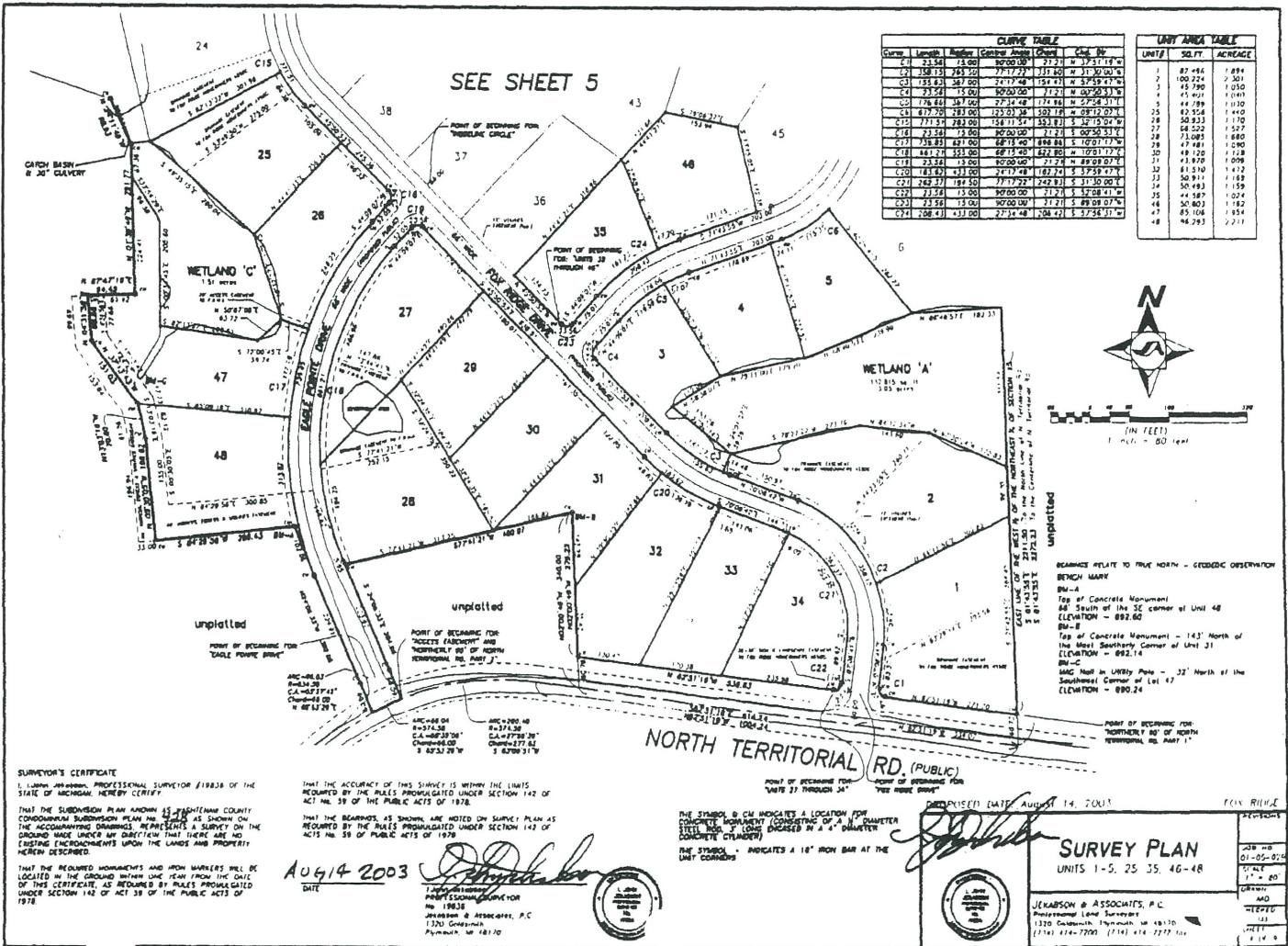
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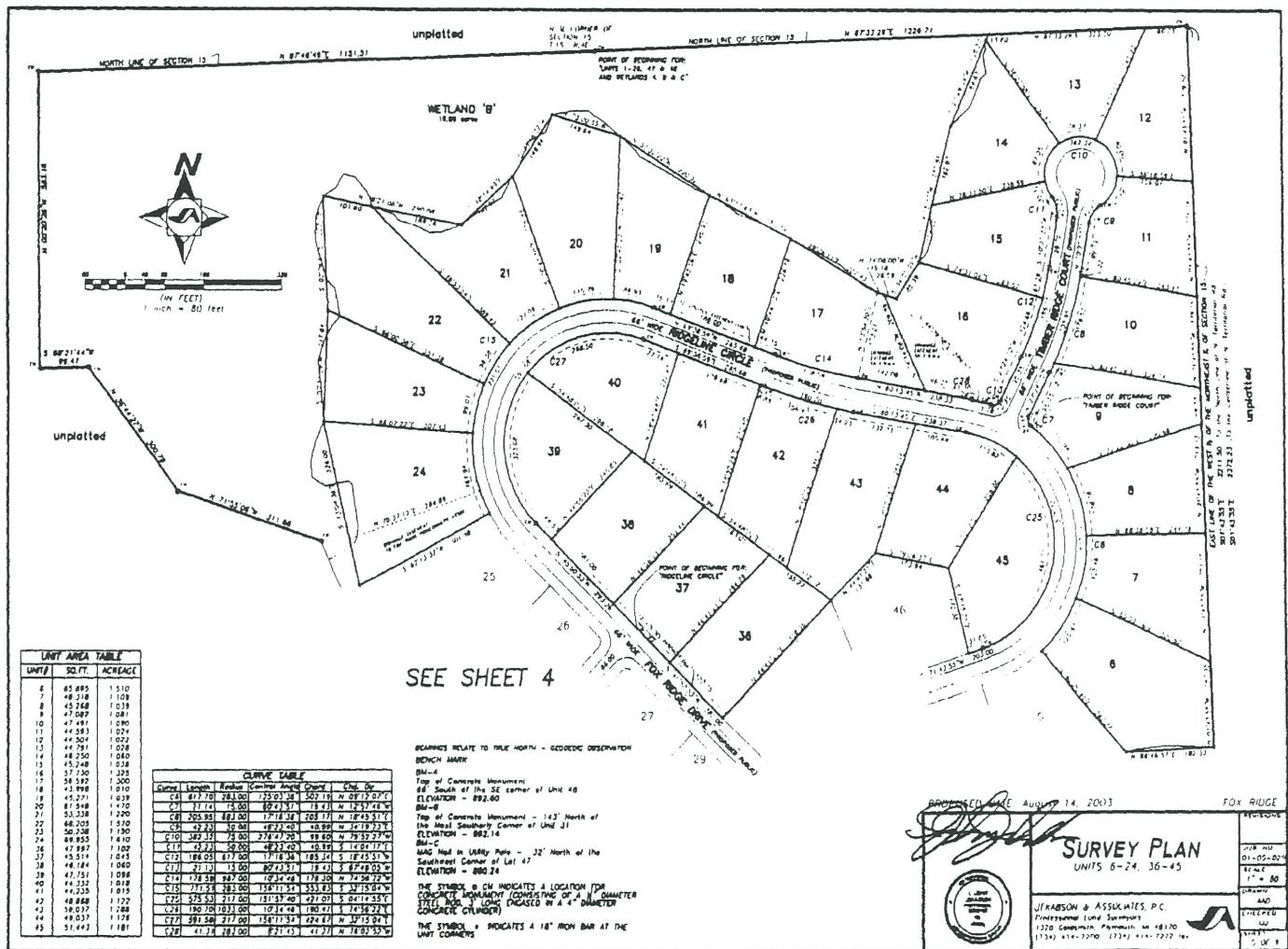
See Replat in Amendment #1



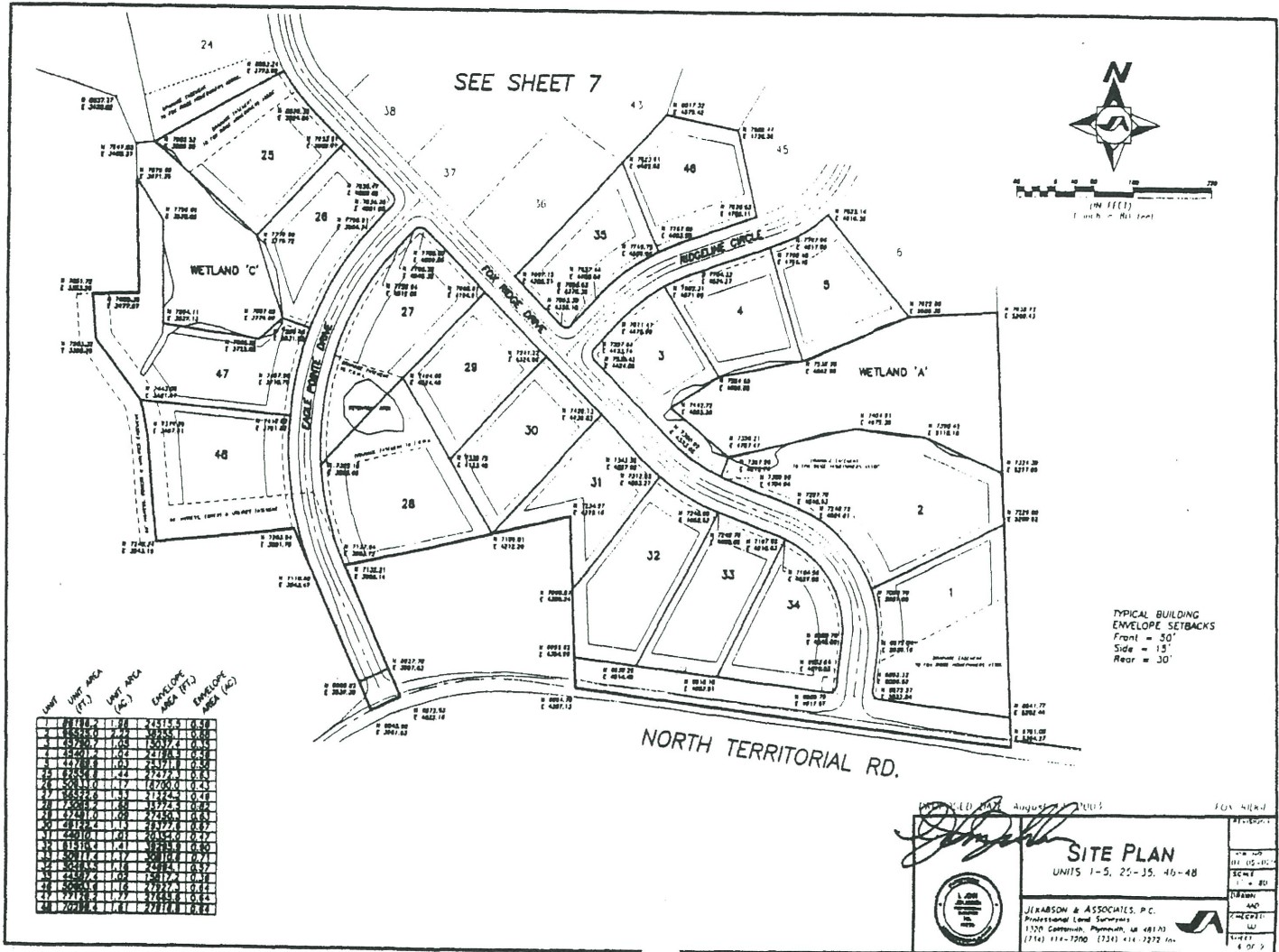
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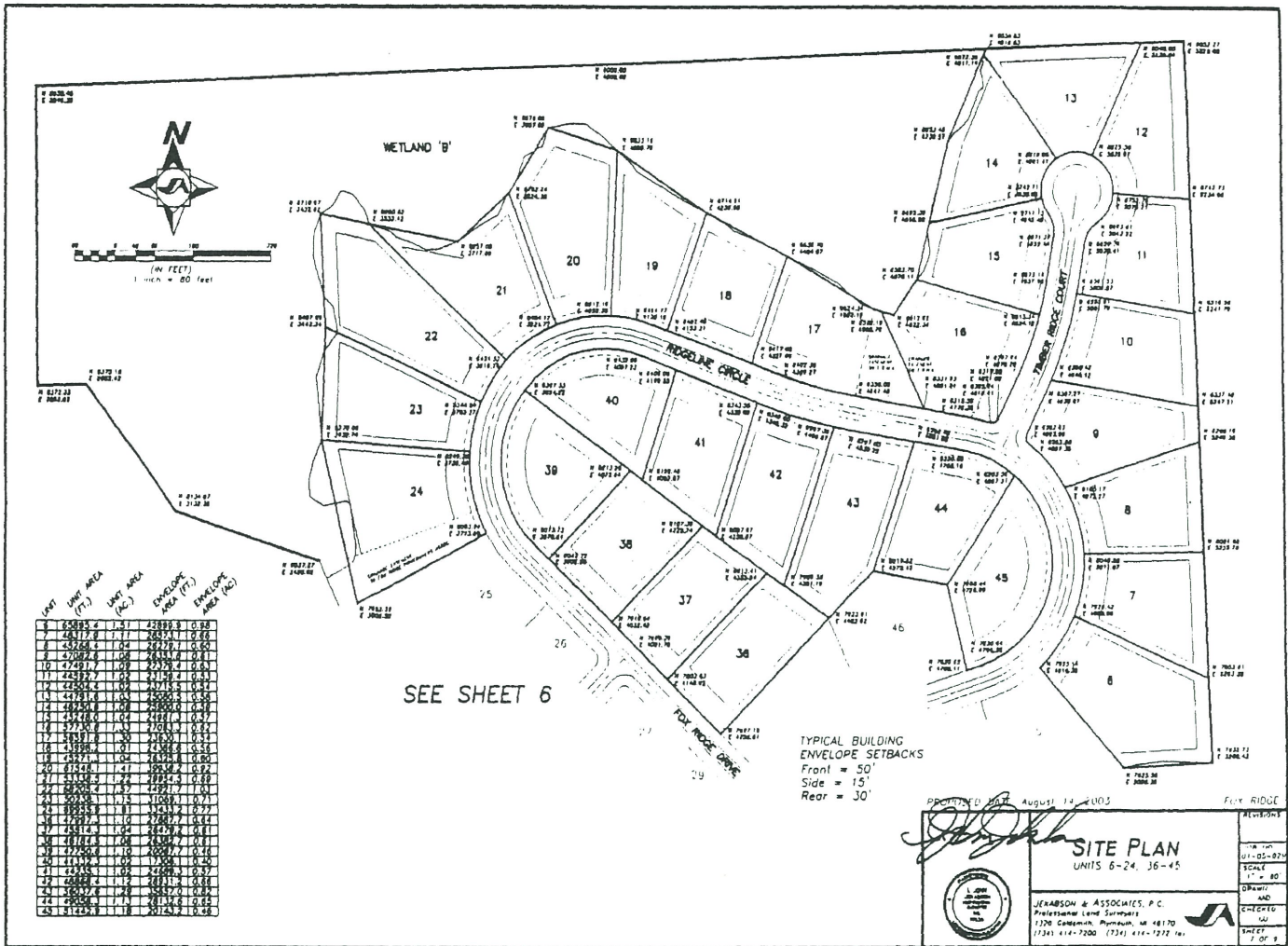
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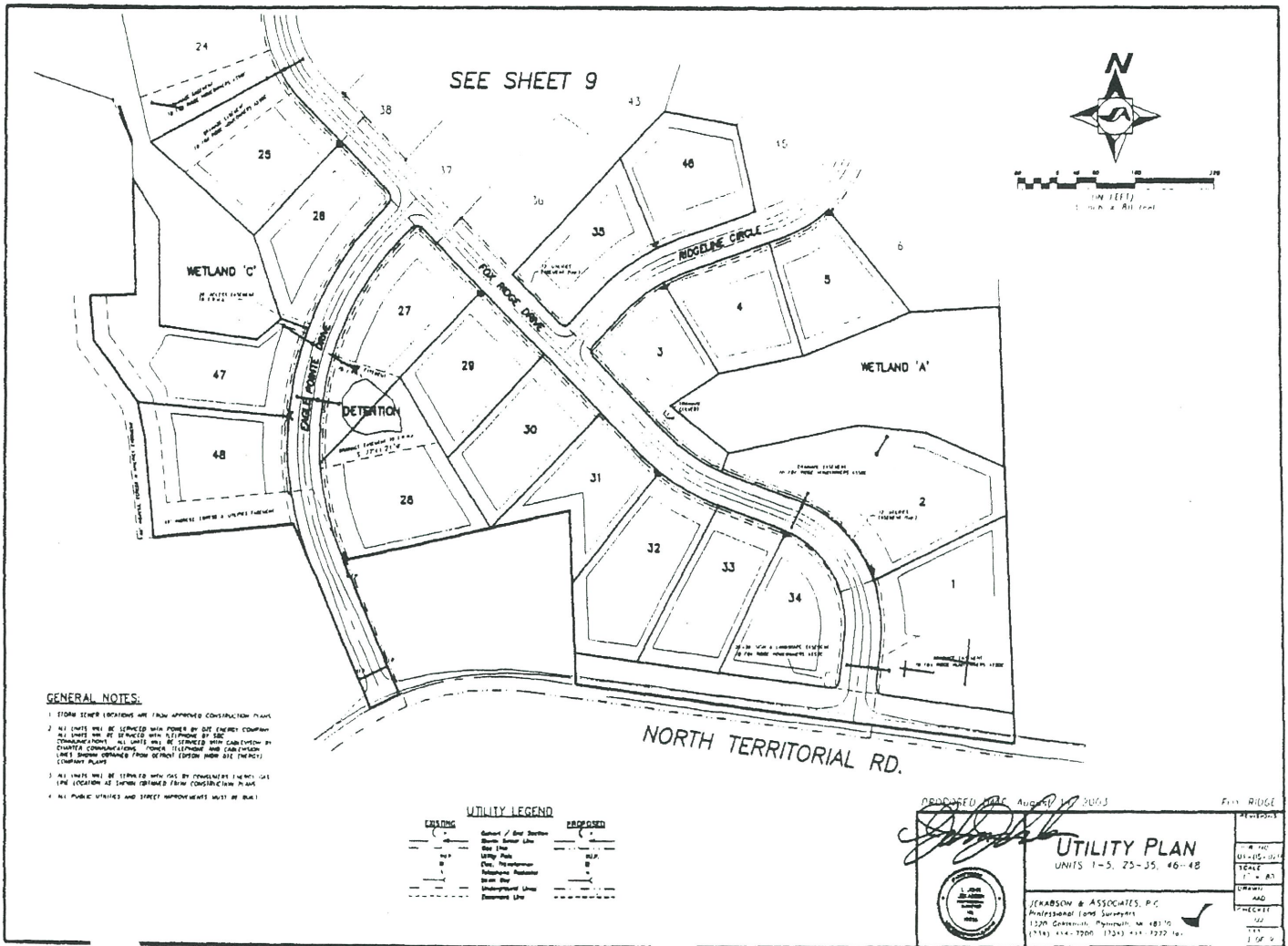
See Replat in Amendment #1



See Replat in Amendment #1



See Replat in Amendment #1



See Replat in Amendment #1

