

Recorded 9/23/99 at Liber 2658,
Pages 771 through 789, both inclusive,
Livingston County Records.

**FIRST AMENDMENT TO MASTER DEED
OF
ROLLING RIDGE I**

THE SELECTIVE GROUP, INC., a Michigan corporation, whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334 ("Developer"), being the Developer of ROLLING RIDGE I, a residential site condominium project established in Genoa Township, Livingston County, Michigan, pursuant to the Master Deed thereof, recorded on January 27, 1998 in Liber 2285, Pages 437 through 510, both inclusive, Livingston County Records, and designated as Livingston County Condominium Subdivision Plan No. 134 (the "Condominium Project"), hereby amends the Master Deed of ROLLING RIDGE I (the "Original Master Deed"), pursuant to the authority reserved in Article VIII, Paragraph (c) of the Original Master Deed and Article X of the Original Master Deed and in accordance with Section 32 of the Michigan Condominium Act (being MCLA §559.132) for the purpose of: (1) expanding the Condominium Project from eighty-three (83) units to one hundred sixty-three (163) units by the addition of land described in paragraph 1 below, (2) referencing the establishment of an easement for the benefit of the Association and Co-owners relating to certain recreational facilities, and (3) referencing the establishment of certain additional, non-exclusive easements between and on certain Units in the Condominium. Upon the recording of this First Amendment to Master Deed ("First Amendment") in the office of the Livingston County Register of Deeds, the Original Master Deed (including the Condominium By-Laws and the Condominium Subdivision Plan which are attached to the Original Master Deed as Exhibits "A" and "B", respectively) will be amended, as follows:

1. The following land shall be added to the Condominium Project by this First Amendment:

Land situated in the Township of Genoa, County of Livingston and State of Michigan, more fully described as follows:

Part of the Northeast 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows:

Commencing at the East 1/4 Corner of Section 5; thence along the East line of Section 5 and the centerline of Latson Road, N 02°11'05" E (previously described as N 02°11'26" E), 784.76 feet; thence along the centerline of the Latson Road Drain, a 40 foot wide Easement for Storm Drainage as recorded in Liber 1291 on

Page 157 of the Livingston County Records, N 80°22'38" W (recorded as N 82°41'55" W), 60.51 feet to the POINT OF BEGINNING; thence continuing along the centerline of the Latson Road Drain on the following three (3) courses: 1) N 80°22'38" W, 837.96 feet, 2) N 76°56'00" W (recorded as N 79°15'17" W), 370.25 feet, 3) N 41°36'18" W (recorded as N 43°55'35" W), 34.37 feet; thence S 49°16'12" W, 231.94 feet; thence Southwesterly on an arc right, having a length of 55.54 feet, a radius of 263.00 feet, a central angle of 12°06'02", and a long chord which bears S 55°19'13" W, 55.44 feet; thence S 28°37'46" E, 128.67 feet; thence S 70°10'31" W, 97.60 feet; thence S 84°37'14" W, 95.30 feet; thence N 89°09'23" W, 360.88 feet; thence S 73°33'32" W, 42.09 feet; thence S 57°23'08" W, 77.60 feet; thence S 64°28'03" W, 166.48 feet; thence S 02°09'07" W, 161.01 feet; thence S 06°58'31" E, 42.81 feet; thence S 53°22'30" W, 113.32 feet; thence Southeasterly on an arc left, having a length of 99.41 feet, a radius of 197.00 feet, a central angle of 28°54'41" and a long chord which bears S 51°04'51" E, 98.35 feet; thence S 24°27'49" W, 219.79 feet; thence along the East-West ¼ line of Section 5, N 88°41'15" W, 259.79 feet, to the Center of Section 5; thence along the North-South ¼ line of Section 5, N 02°08'25" E, 1325.04 feet (previously described as N 02°08'46" E, 1325.47 feet); thence S 89°10'29" E, 1286.20 feet, (previously described as S 89°09'44" E, 1286.03 feet); thence S 88°45'15" E (previously described as S 88°44'51" E), 1224.34 feet; thence S 02°11'05" W, 543.92 feet, to the POINT OF BEGINNING; Containing 36.45 acres, more or less, and subject to the rights of the public over the existing Latson Road Drain (40 feet wide) and subject to any other easements or restrictions of record.

Part of Tax Parcel #11-05-200-001-21-47070

2. Units 84 through 163, both inclusive, as shown on Replat No. 1 of the Condominium Subdivision Plan attached hereto ("Replat No. 1") are hereby created with the recording of this First Amendment. In compliance with a condition of site plan approval imposed by Genoa Township, Units 138 through 163, both inclusive, encompass the entire area of possession and control related to those Units and there are no Limited Common Element Yard Areas appurtenant to Units 138 through 163. The boundaries of Units 1 through 137 are equivalent to the building setback lines shown on Replat No. 1 for Units 138 through 163 and the areas within the limits of Units 138 through 163, but outside of the building setback lines are equivalent in terms of Co-owner use and control to the Limited Common Element Yard Areas appurtenant to Units 1 through 137. The Co-owners of Units 138 through 163, both inclusive, shall bear the same responsibilities for the maintenance, repair, replacement and insurance of structures and improvements within their Units as are imposed by the Master Deed and Bylaws upon the Co-owners of Units 1 through 137, both inclusive, with respect to the maintenance, repair, replacement and insurance of structures and improvements within their Units and the appurtenant Limited Common Element Yard Areas. The Developer reserves the right to grant easements over those portions of Units 138 through 163 that are located outside of the building setback lines for those Units for the installation, maintenance, repair and replacement of utilities and drainage facilities to the same extent that such easements may be granted over and within Limited Common Element Yard Areas. This right to grant easements may be exercised by the Association after certificates of occupancy have been issued for one hundred (100%) percent of the Units in the Condominium, as expanded by this First Amendment.

3. The percentage of value assigned to each Unit, including any Unit located on the land added to the Condominium Project by this First Amendment, shall be equal. The percentage of value assigned to the eighty-three (83) Units initially included in the Condominium Project pursuant to the Original Master Deed shall be adjusted to the extent necessary to provide for the allocation of percentages of value to Units 84 through 163, both inclusive, in accordance with this provision. The percentage of value assigned to each of Units 138 through 163, both inclusive, shall be equal to the percentage of value assigned to each of Units 1 through 137, both inclusive.

4. The split rail fence (and any replacement thereof), the landscaping and the bicycle trail described in paragraph (a)(2) of Article IV of the Master Deed and designated therein as General Common Elements of the Condominium shall also occupy the land located between the land added to the Condominium as described in paragraph 1 of this First Amendment and the current west right-of-way of Latson Road. The easements and the rights reserved to the Developer in paragraphs (l) and (m) of Article VII of the Master Deed shall also apply to and encumber the land located between the land added to the Condominium as described in paragraph 1 of this First Amendment and the current west right-of-way of Latson Road. In addition, paragraph (e) of Article IV of the Master Deed is hereby amended to read as follows:

(e) The cost of maintenance and repair (including snow removal) of any sidewalk(s) bordering a General Common Element area and located in the road right-of-way shall be the responsibility of the Association. The Association's responsibility for replacement of such sidewalk(s) shall only exist to the extent not undertaken by the Livingston County Road Commission. The Association shall also be responsible for maintaining, repairing and replacing any and all portions of the split-rail fence (or replacement thereof) and the bicycle path described above in paragraph (a)(2) of this Article IV and the landscaping described in said paragraph (a)(2), to the extent that the maintenance of such landscaping is not undertaken by the Livingston County Road Commission.

5. Paragraph (e) of Article VII of the Master Deed is hereby amended to read as follows:

(e) With respect to Common Elements appurtenant to or located near Units and those portions of Units 138 through 163 located outside of the building setback lines shown on those Units, the Developer has or will create the following easements identified on the Condominium Subdivision Plan:

(1) "Clear vision easements" across portions of the Limited Common Element Yard Areas appurtenant to Units 36, 37, 38, 46, 67, 68, 74, 100, 101, 102, 108 through 113, both inclusive, 122, 129, 130, 131, and 137 prohibiting construction, installation or maintenance of any improvement or landscaping within the easement that would create a safety hazard by limiting or blocking the view of the roads within the Condominium; said clear vision easements being subject to expansion pursuant to paragraph (s) below to include portions of Limited Common Element Yard Areas appurtenant to additional Units and portions

of Units 138 through 163, both inclusive, that are located outside of the building setback lines;

(2) A 40-foot wide easement across the General Common Element area located between the respective Limited Common Element Yard Areas appurtenant to Units 13 and 14 for ingress and egress to the Condominium roads by emergency vehicles;

(3) Easements for storm drainage across the General Common Element areas located between the respective Limited Common Element Yard Areas appurtenant to Units 65 and 66, Units 67 and 68, and Units 82 and 83;

(4) Easement for sanitary pump station over the General Common Element area located between the Limited Common Element Yard Area appurtenant to Unit 99 and Unit 154;

(5) Easements for storm drainage across portions of the Limited Common Element Yard Areas appurtenant to Units 2 through 21, both inclusive, Units 75 and 76, 89, 90, 101 through 112, both inclusive, and 114 through 122, both inclusive;

(6) Easement for storm water detention basin over a portion of the Limited Common Element Yard Areas appurtenant to Units 86, 87 and 88;

(7) A twelve foot wide easement for public utilities encumbers portions of the Limited Common Element Yard Areas appurtenant to Units 1 through 137, both inclusive, and portions of the areas located outside of the building setback lines on Units 138 through 163, both inclusive, as shown on Replat No. 1; and

(8) Easements for ingress and egress and public utilities over the General Common Element areas located between Units 146 and 147 and Units 161 and 162. The Developer reserves the right to construct roads within these ingress and egress easement areas for the purpose of connecting the roads constructed within the Condominium to roads constructed on land adjacent to the Project. The rights reserved to the Developer and the Association in paragraph (b) of this Article VII to dedicate roads to public use shall apply to any roads constructed within these easement areas.

This list of easements is not all inclusive nor shall it be construed to limit the right to create easements reserved by the Developer in paragraph (d) of this Article VII.

6. Paragraph (k) of Article VII of the Master Deed is hereby amended to read as follows:

(k) The Developer hereby reserves a permanent easement for the conservation of the wetland areas designated on the Replat No. 1 as being within "Wetland Boundary

by King & McGreggor Associates". The regulated wetland areas encumbered by this easement shall be preserved in their natural state by the Association. The parts of Units 154, 155 and 163 and the parts of the Limited Common Element Yard Areas of Units 84, 86, and 99 that are encumbered by the wetland areas as shown on Replat No. 1 shall all be subject to the easement reserved in this paragraph (k) and the Co-owners of those Units (and all other Units) shall comply with the restrictions regarding wetlands imposed in Article VI, Section 24 of the Bylaws recorded with the Original Master Deed.

7. Paragraph (r) of Article VII of the Master Deed is hereby amended to read as follows:

(r) Developer hereby creates a 20-foot wide, permanent, non-exclusive easement for the extension of a sanitary sewer line under and across the Limited Common Element Yard Areas appurtenant to Units 4 and 5 as shown on the attached Replat No. 1. Developer further reserves the right to establish a 20-foot wide, permanent, non-exclusive easement for the extension of sanitary sewer lines under the General Common Element open area situated between the Limited Common Element Yard Areas appurtenant to Units 13 and 14.

8. Article VII of the Master Deed is amended by the addition of the following paragraph (t) to the aforesaid Article VII:

(t) As provided in paragraph (q) of this Article VII, The Glens at Rolling Ridge, L.L.C. ("The Glens L.L.C."), the owner of the land referred to in Article XIII as the "Rolling Ridge II Area", has or will soon cause an easement (the "Recreation Facilities Easement") to be recorded in the Livingston County Records that will provide for the use of and access to recreational facilities (the "Common Recreational Facilities") by all Co-owners and the guests, tenants and invitees of all Co-owners. The Common Recreational Facilities shall also be subject to use by the residents of the apartment development to be established on the Rolling Ridge II Area under the name "The Glens at Rolling Ridge" ("The Glens") and the guests and invitees of said residents. The Developer has agreed to fund one-half of the cost of developing and constructing the Common Recreational Facilities, which will include a community building, tennis court and swimming pool, with the balance of those costs to be paid by The Glens L.L.C. Pursuant to the terms of the Recreation Facilities Easement, the Association is required to pay forty (40%) per cent of the net cost of repairing, maintaining and replacing the Common Recreational Facilities, with the balance of such costs being paid by the owner of The Glens. Pursuant to Article II, Section 12 of the Bylaws recorded with the Master Deed, the contribution to costs imposed on the Association by the Recreation Facilities Easement shall be included in the regular assessments imposed by the Association pursuant to Article II, Section 2 of the Bylaws. The Recreation Facilities Easement further provides for the adoption of rules and regulations regarding the use of the Common Recreational Facilities and related parking areas by a five-member Advisory Committee to be established by The Glens, with two of the members of the Advisory Committee being appointed by the Association through its Board of Directors.

9. Sheets 1 through 7, both inclusive, of the Condominium Subdivision Plan of ROLLING RIDGE I (Exhibit "B" to the Original Master Deed) are superseded in their entirety by Sheets 1, 2, 3, 4, 5, 6 and 7 of attached Replat No. 1. Further, Sheets 2A, 4A, 4B, 5A, 7A and 7B of the attached Replat No. 1 are added to the Condominium Subdivision Plan of ROLLING RIDGE I. The legal description contained on said Amended Sheet 1 of Replat No. 1 shall replace and supersede the description of the Condominium Project contained in Article II of the Original Master Deed.

10. Except as set forth in this First Amendment, the Original Master Deed (including the Condominium By-Laws and Condominium Subdivision Plan attached thereto) is hereby ratified and confirmed.

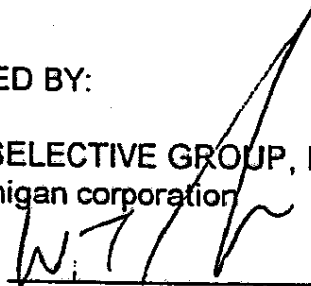
WITNESSES:

SIGNED BY:

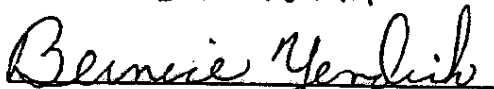
THE SELECTIVE GROUP, INC.,
a Michigan corporation



DAVID DARKOWSKI

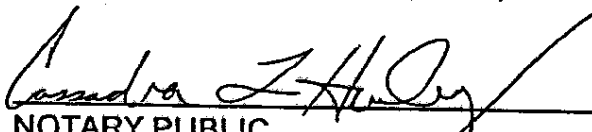
By: 

WILLIAM T. STAPLETON
Its: President



BERNICE YENDICK
STATE OF MICHIGAN)
: ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26 day of August, 1999, by WILLIAM T. STAPLETON, the President of THE SELECTIVE GROUP, INC., a Michigan corporation, on behalf of the corporation.



NOTARY PUBLIC
County of Oakland, State of Michigan
My Commission Expires: _____

DRAFTED BY AND WHEN RECORDED RETURN TO:

CASSANDRA L. HURLEY
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXP. 08/15/2001

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ACTING IN Oakland COUNTY