

**SECOND 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"), said Master Deed having been amended by the recording of a First Amendment to Master Deed ("First Amendment") at Liber 2658, Pages 771 through 789, Livingston County Records; hereby further 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 for the purpose of changing the name of the Chapter 18 Drainage District that is to be established with respect to the Condominium as described in Article VII, paragraph (p) of the Original Master Deed. The change in the name of the Drainage District is the result of a decision by the Livingston County Drain Commissioner to cause the establishment of a separate drainage district for the Condominium under Chapter 18, Section 433 of the Drain Code, instead of revising agreements regarding the existing Latson Road Drainage District, which also includes the Condominium. Upon the recording of this Second Amendment to Master Deed ("Second 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), all as amended by the First Amendment, will be further amended, as follows:

1. Article VII, paragraph (p) of the Original Master Deed is revised to read as follows:

(p) Certain lands in the Project have been designated for surface water accumulation in connection with the proposed drainage easements and the establishment of a Drainage District by an agreement to be entered into pursuant to Chapter 18, Section 433 of the Drain Code in the form attached hereto as Exhibit "C" to the Master Deed. All such lands shall continue to be used in such a manner so as to facilitate the proper drainage of the Project and shall be subject to a perpetual and permanent easement (the "Drainage Easement") in favor of the Livingston County Drain Commissioner, the County of Livingston and the drainage district to be known as the "Rolling Ridge Drain Drainage District" administered by the Livingston County Drain Commissioner (collectively referred to as "Grantee"), and Grantee's successors, assigns and transferees, in, over, under and

through the drainage easements as shown on the Condominium Subdivision Plan, which Drainage Easement(s) may not be amended or revoked except with the written approval of Grantee, and which contains the following terms and conditions and grants the following rights:

(1) The Drainage Easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities, storm drains, or related appurtenances, in any size, form, shape or capacity.

(2) The Grantee shall have the right to sell, assign, transfer or convey this Drainage Easement to any other governmental unit.

(3) No Co-owner in the Condominium Project shall build or convey to another any permission to build any permanent structures on the said Drainage Easement or disturb the grade or otherwise modify the areas within the Drainage Easement. No Co-owner in the Condominium Project shall build or place on the area covered by the Drainage Easement any other type of structure, fixture or object (including landscaping material), or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely effect the rights of Grantee under said Drainage Easement;

(4) The Grantee and its agents, contractors and designated representatives shall have right of entry on and gain access to the Drainage Easement property and shall repair and restore, in a timely manner, the Drainage Easement property to its condition immediately prior to such entry; provided that Grantee's obligation to repair or restore the affected property shall not include the obligation to replace trees that are required to be removed from the Drainage Easement area. Subject to Grantee's obligation to repair and restore the Drainage Easement property as described herein, all Co-owners in the Condominium Project release Grantee and its successors, assigns and transferees from any and all claims to damages to the Drainage Easement property in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise arising from or incident to the reasonable exercise by Grantee of its rights under the said Drainage Easement, and all Co-owners covenant not to sue Grantee for damages consistent with the release provisions contained herein.

(5) The Grantee and Grantee's successors or assigns shall have the right to add additional land, including, without limitation, the Rolling Ridge II Area, to the Rolling Ridge Drain Drainage District without the consent of any Co-owner, mortgagee or any other party having an interest in a Unit. Any and all such added land shall benefit from the Drainage Easement created to fulfill the purposes of the aforesaid drainage district.

(6) All costs relating to the maintenance and improvement of the Rolling Ridge Drain (including, without limitation, the cost of repairing and restoring affected property as described in paragraph (4) above) shall be borne by the Rolling Ridge Drain Drainage

District, and assessed to all Co-owners pursuant to Act No. 40 of the Public Acts of 1956, as amended.

The rights granted to the County of Livingston, the Livingston County Drain Commissioner and/or the Rolling Ridge Drain Drainage District and their successors and assigns, under this subparagraph may not be amended without the express written consent of the Grantee hereunder. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the Grantee, its successors and assigns. Any and all rights granted or reserved herein are also in addition to such easements and rights as have been created by the recording of documents in the Livingston County Records or otherwise with respect to the Latson Road Drainage District.

2. Article VI, Section 24 of the Bylaws recorded with the Original Master Deed is hereby amended to read as follows:

Section 24. Non-Disturbance of Wetlands. A portion of the land in the Condominium is open space which includes wetland areas protected under Part 303 of the Natural Resources and Environmental Protection Act ("NREPA"), as amended by Public Act No. 59 of 1995. These areas are shown on the Condominium Subdivision Plan. Under the provisions of Part 303 of NREPA, activities affecting wetland areas may only be undertaken after a permit has been obtained from the Michigan Department of Environmental Quality. Restricted activities include any disturbance of a wetland by depositing material in the wetland, dredging or removing material from the wetland, draining water from the wetland and constructing, operating or maintaining any use or development in the wetland. In order to assure that no inadvertent violations of Part 303 of NREPA or any other applicable statute occur, no Co-owner may disturb the wetland areas contained in the areas designated as such in the Condominium Subdivision Plan. In addition, no fertilizers may be used by the Co-owners which may, in the estimation of the Association acting through its Board of Directors, damage any wetlands which may be located within or bordering on the Condominium. The Association may ban fertilizers which may damage any such wetlands from use in the Condominium.

3. Article VI, Section 30 of the Bylaws recorded with the Original Master Deed is hereby amended to read as follows:

Section 30. Drainage District Established by Agreement under Section 433 of the Drain Code. No Co-owner shall construct any improvement or take or cause any other action that will conflict with or impair the use and enjoyment of the easement rights conferred in Article VII, subparagraph (p) of the Master Deed with respect to the Rolling Ridge Drain Drainage District described therein or with any easement right held by the Latson Road Drainage District, which also affects land included in the Condominium.

EXHIBIT "A"

LEGAL DESCRIPTION OF ROLLING RIDGE

Phase I

Part of the Northeast ¼ of Section 5, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as:

Commencing at the East ¼ corner of Section 5; thence along the east line of said Section 5 and the centerline of Latson Road (proposed 60 ft. ½ right-of-way), N 02°11'05" E (previously described as N 02°11'26" E), 357.72 feet; thence N 87°48'55" W, 60.00 feet, to the POINT OF BEGINNING; thence continuing N 87°48'55" W 432.00 feet; thence S 67°11'28" W, 221.21 feet; thence S 79°15'18" W, 156.47 feet; thence N 88°40'53" W, 302.01 feet; thence S 57°10'55" W, 167.78 feet; thence S 02°12'56" W, 147.99 feet; thence along the East-West ¼ line of Section 5, N 88°41'15" W, 1024.85 feet; thence N 24°27'49" E, 219.79 feet; thence Northwesterly on an arc right, 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 N 51°04'51" W, 98.35 feet; thence N 53°22'30" E, 113.32 feet; thence N 06°58'31" W, 42.81 feet; thence N 02°09'07" E, 161.01 feet; thence N 64°28'03" E, 166.48 feet; thence N 57°23'08" E, 77.60 feet; thence N 73°33'32" E, 42.09 feet; thence S 89°09'23" E 360.88 feet; thence N 84°37'14" E, 95.30 feet; thence N 70°10'31" E, 97.60 feet; thence N 28°37'46" W, 128.67 feet; thence Northeasterly on an arc left, 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 N 55°19'13" E, 55.44 feet; thence N 49°16'12" E, 231.94 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 on the following three (3) courses: 1) S 41°36'18" E (recorded as S 43°55'35" E), 34.37 feet; 2) S 76°56'00" E (recorded as S 79°15'17" E), 370.25 feet; 3) S 80°22'38" E (recorded as S 82°41'55" E), 837.96 feet; thence along the West line of Latson Road, S 02°11'05" W, 189.90 feet; thence S 87°48'55" E, 60.00 feet; thence along the East line of Section 5 and the centerline of Latson Road, S 02°11'05" W, 120.00 feet; thence N 87°48'55" W, 60.00 feet; thence along the West line of Latson Road, S 02°11'05" W, 124.97 feet to the POINT OF BEGINNING.

All of the above containing 32.12 acres, more or less, and including the use of the existing Latson Road (proposed 60 foot ½ right-of-way) and subject to said Latson Road Drain as recorded in Liber 1291 on Page 157 of the Livingston County Records. All of the above being subject to an Easement for Storm Water Detention, as recorded in Liber 2058 Page 99 of the Livingston County Records and subject to easements, restrictions and right-of-ways of record.

Phase II

Part of the Northeast ¼ of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows:

Commencing at the East ¼ 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

Exhibit "A" continued -

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.

Alternate Description:

The land described above (Phases I and II) by metes and bounds is also legally described as follows:

Land located in Genoa Township, Livingston County, Michigan, more particularly described as:

Units 1 through 163, both inclusive, Rolling Ridge I, pursuant to the Master Deed thereof recorded in Liber 2285, Pages 437 through 510, both inclusive, Livingston County Records, as amended, and designated as Livingston County Condominium Subdivision Plan No. 134, together with rights in general common elements and limited common elements, as set forth in the Master Deed, as amended, and as described in Act 59 of the Public Acts of 1978, as amended; the aforesaid Master Deed of Rolling Ridge I having been amended by the recording of a First Amendment to Master Deed at Liber 2658, Page 771 through 789, both inclusive, Livingston County Records, and a Second Amendment to Master Deed at Liber _____, Pages _____ through _____, Livingston County Records.

EXHIBIT "B"

I, David B. LeClair, a registered Professional Engineer in the State of Michigan, do hereby certify to the following for the stormwater drain drainage district located in Section 5 of Genoa Township and known as the "Rolling Ridge Drain Drainage District":

1. The above-mentioned lands to be developed naturally drain into the area served by the existing drains and that the existing drains are the only reasonable available outlet for the drainage from the lands to be developed.
2. To my knowledge, there is existing capacity in the existing drains to serve the lands to be developed without detriment or diminution of the sanitary sewer or storm drainage service provided or to be provided in the foreseeable future in the existing district. This statement is made with reliance upon consultation with the office of the Livingston County Drain Commissioner and upon review and approval of the construction plans by that office.

David B. LeClair, P.E.

Date: _____

EXHIBIT "C" TO MASTER DEED

**AGREEMENT FOR THE ESTABLISHMENT OF A COUNTY
DRAIN AND COUNTY DRAINAGE DISTRICT
FOR ROLLING RIDGE I, A SITE CONDOMINIUM,
PURSUANT TO SECTION 433 OF ACT NO. 40 OF
THE PUBLIC ACTS OF 1956, AS AMENDED**

THIS AGREEMENT, made and entered into this _____ day of _____, 2000, by and between BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER, whose address is 2300 East Grand River, Howell, Michigan 48843, hereinafter referred to as "Drain Commissioner" on behalf of the Rolling Ridge Drain Drainage District, and The Selective Group, Inc., a Michigan corporation, whose address is 27665 Middlebelt, Suite 130, Farmington Hills, Michigan 48334, as owner and developer of land described in Exhibit "A" attached hereto, hereinafter referred to as "Landowner",¹ and Rolling Ridge I Association, a Michigan non-profit corporation, whose address is 27665 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334 (the "Association").

WITNESSETH:

WHEREAS, Section 433 of Act No. 40 of the Public Acts of 1956, as amended authorizes the Drain Commissioner to enter into an Agreement with the Landowner and developer, if any, to establish a drain which was constructed by the Landowner or developer to service an area of land as a County Drain; and

WHEREAS, Landowner, pursuant to Section 433 of Act No. 40 of 1956, as amended, wishes to provide drainage service to the aforesaid land and has requested same to be established and dedicated as a County Drain under the jurisdiction of the Livingston County Drain Commissioner; and

WHEREAS, Landowner has been advised and understands and agrees to assume the total cost of the construction of the drain to include engineering, inspection, easement acquisition, legal and administrative expenses and costs attendant to this Agreement; and

WHEREAS, Landowner further understands that the Drain constructed, or to be constructed, pursuant to this Agreement, when finally accepted by the Drain Commissioner, will be known as the

¹ Landowner is the Developer of Rolling Ridge I, a condominium established as Livingston County Condominium Subdivision Plan No. 134 with the recording of the Master Deed thereof at Liber 2285, Page 437 through 510, Livingston County Records; said Master Deed having been amended by the recording of a First Amendment to Master Deed at Liber 2658, Page 771 through 789 Livingston County Records, and a Second Amendment to Master Deed at Liber _____, Page _____ through _____, Livingston County Records. Landowner enters into this Agreement on its own behalf and on behalf of the Co-owners of Units in Rolling Ridge I pursuant to Article VII, paragraphs (d) and (p) of the Master Deed, as amended.

Rolling Ridge Drain and that the land to be drained will be known and constituted as the Rolling Ridge Drain Drainage District and will be subject to assessments, for costs of future operation, inspection, maintenance and improvement; and

WHEREAS, Landowner has agreed to assume and pay all costs as set forth herein, and

WHEREAS, Landowner has obtained, at its own expense, a certificate from a registered Professional Engineer satisfactory to the Drain Commissioner to the effect that the Drain has sufficient capacity to provide adequate drainage service without detriment to or diminution of the drainage service which the outlet currently provides, a copy of said certificate being attached hereto as Exhibit "B";

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree as follows:

1. Landowner agrees to construct and/or has constructed, at its expense, the Drain in accordance with plans and specifications approved by the Drain Commissioner.

2. The Landowner agrees to pay the costs of construction of said Drain and drainage facilities including the acquisition of the necessary rights-of-way or easements, engineering, surveying, inspection, legal and administration costs. In addition, the Landowner has deposited with the Drain Commissioner an amount of money equivalent to Five (5%) percent of the costs of construction of the Drain, not to exceed Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars, which monies are to be deposited in a special drain fund to be used for future maintenance of the Drain, hereinafter referred to as "Rolling Ridge Drain Maintenance Fund."

3. That the Landowner shall secure, at its own expense, all easements or rights-of-way necessary for the construction of the Drain over and across the properties owned by Landowner and across such other lands as necessary for the construction of the Drain from the point of beginning at the outlet to the point of ending. Said easements or rights-of-way shall be secured in writing and in a form acceptable to the Drain Commissioner. The Landowner shall be responsible for all costs for the recording of said easements, as directed by the Drain Commissioner.

4. Landowner shall secure all necessary permits or authorizations as may be required by local, state or federal law and provide copies to the Drain Commissioner. The Drain Commissioner shall be provided copies of all correspondence and reports involving any governmental agency with respect to the Drain.

5. The Rolling Ridge Drain Maintenance Fund is agreed and understood as being for the sole benefit of the Rolling Ridge Drain and use thereof may be made by the Rolling Ridge Drain Drainage District at large, or part thereof, and that such payment shall not relieve the subject property from any future assessments levied pursuant to the Drain Code of 1956, as amended.

6. Landowner agrees to indemnify and hold harmless the Drain Commissioner and the Rolling Ridge Drain Drainage District for any and all claims, damages, lawsuits, costs and expenses arising out of or incurred as a result of the Drain Commissioner assuming responsibility for the drain under federal, state and/or local environmental laws and regulations, including all future amendments to such laws or regulations and the administrative and judicial interpretation thereof except for liability arising out of the gross negligence or intentional wrongful conduct of the Drain Commissioner or its agents.

7. Modification, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties.

8. This Agreement shall become effective upon its execution by the Landowner and the Drain Commissioner and shall be binding upon the successors and assigns of each party. The successors and assigns of the Landowner shall include the Association, said entity being the condominium association established as a Michigan non-profit corporation to manage the common affairs of the condominium in accordance with the Michigan Condominium Act, P.A. 59 of 1980 (the "Condominium Act"). Notwithstanding anything hereinabove to the contrary, the obligations imposed herein upon the Landowner (including the indemnification set forth in paragraph 6 above, but excluding the obligations related to the initial establishment of the Drainage District and construction of related improvements) shall be binding on Landowner only so long as Landowner shall not have turned over control of the Association to non-developer co-owners of Units as required by the Condominium Act. From and after such time, the Association shall bear responsibility for the continuing obligations imposed herein upon the Landowner and Landowner shall not have any further obligations hereunder. The Association has acknowledged its obligations hereunder by joining in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers as of the day and year first above written.

In The Presence Of:

Rolling Ridge Drain Drainage District

By: _____
Brian Jonckheere, Livingston County Drain
Commissioner

In The Presence Of:

"Landowner"

The Selective Group, Inc., a Michigan
corporation

By: _____
William T. Stapleton
Its: President

In The Presence Of:

"Association"

Rolling Ridge I Association, a Michigan non-profit
corporation

By: _____
Michael P. Horowitz
Its: President

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON) ss.

On this _____ day of _____, 2000, before me, a Notary Public in and for said County, personally appeared BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Notary Public
Livingston County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND) ss.

On this _____ day of January, 2000, before me, a Notary Public in and for said County, personally appeared William T. Stapleton, President of The Selective Group, Inc., a Michigan corporation, to me known to be the person described herein and who executed the foregoing instrument and acknowledged the same on behalf of the corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND) ss.

On this _____ day of January, 2000, before me, a Notary Public in and for said County, personally appeared Michael P. Horowitz, President of Rolling Ridge I Association, a Michigan non-profit corporation, to me known to be the person described herein and who executed the foregoing instrument and acknowledged the same on behalf of the corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Instrument Drafted By:

George W. Day, Esq.
Jackier, Gould, Bean, Upfal & Eizelman
Second Floor, 121 West Long Lake Road
Bloomfield Hills, MI 48304-2719

Based on a form prepared by:

Geoffrey H. Seidlein (P32401)
Stacy L. Hissong (P55922)
HUBBARD, FOX, THOMAS,
WHITE & BENGTSON, P.C.
Attorneys for Drain Commissioner
5801 West Michigan
P.O. Box 80857
Lansing, MI 48908-0857

When Recorded Return To:

Brian Jonckheere
2300 East Grand River
Howell, Michigan 48843

GWD/consdos/rolling/drainagr.doc
12/01/99