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except 2002
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I hereby certify, based upon the records in my office, that there are [illegible] items or titles held by the state, or by any individual against the within description, and that all taxes due thereon have been paid for the 6 years next preceding the date of this instrument.
Daniel T. Kilborn

First Amendment
Fenton Orchards Home Site Condominium
Genesee Condominium Plan # 274
Master Deed

THIS AMENDMENT to Master Deed Fenton Orchards Home Site Condominium, Genesee Condominium Plan number 274 MASTER DEED is executed on the 15th day of MAY 2003 by M-59, INC., a Michigan Corporation, with primary offices located at 6755 Schultz Road, Alpena, Michigan 49707, and also with offices located at 2850 Fisher Road, Howell, Michigan 4883, and is made in accordance with the Condominium Act, that is, Act 59 of the Public Acts of 1978, as amended.

Expansion of the Condominium for Phase IIA

This Amendment is made for the purpose of **expanding the condominium** in part pursuant to Article VII of the Master Deed for Fenton Orchards Home Site Condominium, Genesee Condominium Plan No. 274 recorded as Instrument no. 200109120090789, on 12 September 2001, at 4:32 P.M.

WITNESSETH:

WHEREAS, the Developer desires by recording this ***First Amendment to Master Deed Fenton Orchards Home Site Condominium, Genesee Condominium Plan No. 274***, recorded as Instrument no. 200109120090789, on 12 September 2001, at 4:32 P.M., together with Replat No. 1 of the Condominium Subdivision Plan, attached hereto at Exhibit "B", to establish the real property described herewith, together with the

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improvements located and to be located thereon, and the appurtenances thereto, as Fenton Orchards Home Site Condominium, Genesee Condominium Plan Number 274, under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish the First Amendment of Fenton Orchards Home Site Condominium as depicted within Exhibit "B", as an expansion of the ***Fenton Orchards Home Site Condominium, Genesee Condominium Plan No. 274*** under the Condominium Act and does declare that replat number 1 of ***Fenton Orchards Home Site Condominium*** (hereinafter referred to as "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this ***First Amendment to Master Deed Fenton Orchards Home Site Condominium, Genesee Condominium Plan Number 274*** and Exhibit attached hereto and Master Deed recorded as Instrument number 200109120090789, date 12 September 2001, time 4:32 P.M., all of which shall be deemed to run with the land shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, their successors, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

By execution and recording of this document the said Master Deed is amended as follows:

ARTICLE II: LEGAL DESCRIPTIONS

Section 1. ***Phase I Fenton Orchards Home Site Condominium, Genesee Condominium Plan Number 273, Existing Home Site Condominium.*** The legal descriptions for the existing land, easements for ingress/egress, conservation easements, exceptions to conservation easements that was submitted as Fenton Orchards Home Site Condominium, Genesee Condominium Plan Number 273, established by

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Instrument Number 200109120090789, date 12 September 2001, time 4:32 P.M. (hereinafter referred to as ***Phase I***) is described as,

(a) Legal Description of Existing Fenton Orchards Home Site Condominium,

"A PART OF THE NORTHEAST QUARTER OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION, S 00°07'32 E, 829.68 FEET TO A POINT ON THE CENTERLINE OF FENTON ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE, 488.84 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS 14654.00 FEET, AND CHORD BEARING N 39°50'03" E, 488.82 FEET AND N 38°52'42" E, 186.86 FEET; THENCE S 10°33'50" E, 399.17 FEET; THENCE S 43°38'40" E, 106.48 FEET; THENCE S 48°02'38" E, 434.74 FEET; THENCE CONTINUING S 48°02'38" E, 67.69 FEET; THENCE N 89°59'19" E, 583.31 FEET; THENCE S 03°38'48" W, 458.14 FEET; THENCE S 67°00'15" E, 47.69 FEET; THENCE S 02°52'54" E, 231.07 FEET; THENCE S 41°24'37" W, 462.47 FEET; THENCE S 03°56'02" W, 546.85 FEET TO A POINT ON THE EAST-WEST QUARTER LINE OF SAID SECTION; THENCE ALONG SAID QUARTER LINE, N 87°33'48" W, 1214.07 FEET TO THE CENTER OF SAID SECTION; THENCE ALONG SAID NORTH-SOUTH QUARTER LINE, N 00°07'32" W, 1831.83 FEET TO THE POINT OF BEGINNING, CONTAINING 59.16 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED."

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(b) Legal Descriptions for a sixty six (66) foot wide private easement for ingress, egress, and public utilities being subject to the rights of the public, also being subject to easements and restrictions of record, if any, and including a grant of reciprocal easement to the adjoining development of Fenton Orchards Attached Unit Condominium and all of its co-owners and residents, together with a twelve (12) foot easement on either side for the above referenced easements, and is described herein as:

- ***Butternut Court.*** The Butternut Court easement is described as follows and on sheet 1 of Exhibit B:

  BUTTERNUT COURT EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN: COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12: THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.: THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET: THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET: THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 244.41 FEET TO THE CENTERLINE OF PRINCEWOOD DRIVE: THENCE ALONG SAID CENTERLINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 21 MINUTES 57 SECONDS WEST, 53.37 FEET TO THE CENTERLINE OF BOLDREY DRIVE: THENCE ALONG SAID CENTERLINE SOUTH 17 DEGREES 32 MINUTES 52 SECONDS EAST, 286.17 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 29 MINUTES 05 SECONDS WEST, 251.23 FEET: AND SOUTH 24 DEGREES 31 MINUTES 02 SECONDS WEST, 183.56 FEET: AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 301.10 FEET

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WITH A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREE 00 MINUTES 52 SECONDS WEST, 240.15 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 04 MINUTES 02 SECONDS EAST, 251.90 FEET: AND SOUTH 05 DEGREES 38 MINUTES 45 SECONDS EAST, 78.85 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1021.54 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 05 DEGREES 32 MINUTES 51 SECONDS WEST, 396.60 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 282.00 WITH A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 42 MINUTES 46 SECONDS WEST, 155.20 FEET: AND SOUTH 48 DEGREES 41 MINUTES 06 SECONDS WEST, 339.68 FEET TO THE CENTERLINE OF BUTTERNUT COURT AND THE POINT OF BEGINNING OF AN 86 FOOT WIDE EASEMENT ALONG THE CENTERLINE OF BUTTERNUT COURT: THENCE ALONG SAID CENTERLINE SOUTH 48 DEGREES 41 MINUTES 06 SECONDS WEST, 303.80 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 72 DEGREES 24 MINUTES 11 SECONDS WEST, 152.70 FEET: AND NORTH 88 DEGREES 12 MINUTES 31 SECONDS WEST, 291.93 FEET TO THE CENTER OF A 70.00 FOOT RADIUS EASEMENT WHICH IS THE POINT OF ENDING;

- ***Cloverdale Drive***. The Cloverdale Drive easement is described as follows and on sheet 1 of Exhibit B:

  CLOVERDALE DRIVE EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN: COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12: THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.: THENCE CONTINUING

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ALONG THE NORTH LINE OF SAID SECTION SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET: THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET: THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 244.41 FEET TO THE CENTERLINE OF PRINCEWOOD DR.: THENCE ALONG SAID CENTERLINE ALONG ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 21 MINUTES 57 SECONDS WEST, 53.37 FEET TO THE CENTERLINE OF BOLDREY DRIVE: THENCE ALONG THE CENTERLINE OF BOLDREY DRIVE SOUTH 17 DEGREES 32 MINUTES 52 SECONDS EAST, 286.17 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 29 MINUTES 05 SECONDS WEST, 251.23 FEET: AND SOUTH 24 DEGREES 31 MINUTES 02 SECONDS WEST, 183.56 FEET: AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 301.10 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREE 00 MINUTES 52 SECONDS WEST, 240.15 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 04 MINUTES 02 SECONDS EAST, 251.90 FEET: AND SOUTH 05 DEGREES 38 MINUTES 45 SECONDS EAST, 78.85 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1021.54 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 17 MINUTES 36 SECONDS EAST, 83.86 FEET TO A POINT ON THE CENTERLINE OF CLOVERDALE DRIVE AND THE POINT OF BEGINNING OF AN 86 FOOT WIDE EASEMENT: THENCE ALONG SAID CENTERLINE SOUTH 89 DEGREES 13 MINUTES 06 SECONDS EAST, 114.47 FEET TO THE POINT OF ENDING;

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- ***Apple Blossom Boulevard.*** The Apple Blossom Boulevard easement is described as follows and on sheet 1 of Exhibit B:

  APPLE BLOSSOM BOULEVARD EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN: COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12: THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO THE CENTERLINE OF FENTON RD.: THENCE ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1060.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 29 DEGREES 46 MINUTES 37 SECONDS WEST, 335.35 FEET: AND SOUTH 38 DEGREES 52 MINUTES 42 SECONDS WEST, 186.86 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 14.654 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 20 MINUTES 56 SECONDS WEST, 240.59 FEET TO THE CENTERLINE OF APPLE BLOSSOM BOULEVARD AND THE POINT OF BEGINNING OF A 50 FOOT WIDE EASEMENT ALONG THE SOUTH SIDE OF THE CENTER LINE OF APPLE BLOSSOM BOULEVARD: THENCE SOUTH ALONG SAID CENTERLINE 49 DEGREES 03 MINUTES 04 SECONDS EAST 261.92 FEET TO THE POINT OF ENDING;

- ***Princewood Drive.*** The Princewood Drive easement is described as follows and on sheet 1 of Exhibit B;

  PRINCEWOOD DRIVE EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN: COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12, THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.: THENCE CONTINUING SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38

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FEET: THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET: THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 244.41 FEET: TO THE CENTERLINE OF PRINCEWOOD DRIVE AND THE POINT OF BEGINNING OF AN 86 FOOT WIDE EASEMENT: THENCE ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 29 MINUTES 27 SECONDS WEST, 128.43 FEET: AND SOUTH 73 DEGREES 13 MINUTES 21 SECONDS WEST, 407.93 FEET: AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 58 DEGREES 53 MINUTES 58 SECONDS WEST, 136.13 FEET: AND SOUTH 42 DEGREES 31 MINUTES 28 SECONDS WEST 639.75 FEET: THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 316.46 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 09 DEGREES 40 MINUTES 49 SECONDS WEST 328.44 FEET: AND SOUTH 21 DEGREES 34 MINUTES 46 SECONDS 106.23 FEET: AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 30 DEGREES 17 MINUTES 27 SECONDS EAST 75.73 FEET: AND SOUTH 39 DEGREES 00 MINUTES 09 SECONDS EAST 121.67 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 25 DEGREES 16 MINUTES 36 SECONDS EAST 118.64 FEET: AND SOUTH 11 DEGREES 33 MINUTES 04 SECONDS EAST 81.20 FEET: AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 246.81 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 41 MINUTES 10 SECONDS EAST 177.99 FEET: AND SOUTH 53 DEGREES 49 MINUTES 18 SECONDS EAST 330.84 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 55 MINUTES 55 SECONDS EAST 91.22 FEET: AND SOUTH 26

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DEGREES 02 MINUTES 32 SECONDS EAST 160.68 FEET TO THE POINT OF ENDING;

- ***Boldrey Drive.*** The Boldrey Drive easement is described as follows and on sheet 1 of Exhibit B:

  BOLDREY DRIVE EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN; COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12; THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET; THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 244.41 FEET TO THE CENTERLINE OF PRINCEWOOD DRIVE; THENCE ALONG SAID CENTERLINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 22 MINUTES 57 SECONDS WEST, 53.37 FEET TO THE CENTERLINE OF BOLDREY DRIVE AND THE POINT OF BEGINNING OF AN 86 FOOT WIDE EASEMENT; THENCE ALONG SAID CENTERLINE SOUTH 17 DEGREES 32 MINUTES 52 SECONDS EAST, 286.17 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 29 MINUTES 05 SECONDS WEST, 251.23 FEET; AND SOUTH 24 DEGREES 31 MINUTES 02 SECONDS WEST, 183.56 FEET; AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 301.10 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREE 00 MINUTES 52 SECONDS WEST, 240.15 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 04

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MINUTES 02 SECONDS EAST, 251.90 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 04 MINUTES 02 SECONDS WEST, 251.90 FEET; AND SOUTH 05 DEGREES 38 MINUTES 45 SECONDS EAST, 78.85 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1021.54 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 05 DEGREES 32 MINUTES 51 SECONDS WEST, 396.60 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 282.00 WITH A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 42 MINUTES 46 SECONDS WEST, 155.20 FEET; AND SOUTH 48 DEGREES 41 MINUTES 06 SECONDS WEST, 339.68 FEET TO THE POINT OF ENDING.

(c) ***Conservation Easements.*** There shall be Conservation Easements for some of the wetlands and natural areas within this development that shall be off limits to all persons without exceptions and subject to penalties and fines by the State of Michigan, Department of Environmental Quality (MDEQ). As these easements and areas are subject to a separate agreement between Developer and the MDEQ, the nature and extent and restrictions regarding same are subject to change immediately following the recording of this document. The current proposed Conservation Easements are described as follows,

PART "A" OF CONSERVATION EASEMENT

A PART OF THE NORTHEAST QUARTER OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION, THENCE ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION N 87 DEGREES 33 MINUTES 48 SECONDS W, 1378.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST-WEST QUARTER LINE, N 87 DEGREES 33 MINUTES 48 SECONDS W, 126.63 FEET; THENCE N 07 DEGREES 47 MINUTES 15 SECONDS E, 95.94

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FEET; THENCE N 49 DEGREES 14 MINUTES 31 SECONDS W, 54.62 FEET; THENCE N 12 DEGREES 20 MINUTES 38 SECONDS W, 61.10 FEET; THENCE N 41 DEGREES 54 MINUTES 21 SECONDS E, 113.34 FEET; THENCE N 10 DEGREES 08 MINUTES 51 SECONDS E, 104.56 FEET; THENCE N 32 DEGREES 07 MINUTES 12 SECONDS W, 43.71 FEET TO A POINT ON THE SOUTH LINE OF PROPOSED RIGHT OF WAY; THENCE ALONG SAID SOUTH LINE, N 48 DEGREES 40 MINUTES 59 SECONDS E, 50.80 FEET AND ALONG A CURVE TO THE LEFT HAVING RADIUS 315.00 FEET, CENTRAL ANGLE 19 DEGREES 28 MINUTES 34 SECONDS, ARC LENGTH 107.08 FEET, CHORD BEARING N 38 DEGREES 56 MINUTES 45 SECONDS E, 106.56 FEET; THENCE N 87 DEGREES 16 MINUTES 24 SECONDS E, 116.81 FEET; THENCE N 33 DEGREES 50 MINUTES 52 SECONDS E, 71.67 FEET; THENCE N 11 DEGREES 17 MINUTES 21 SECONDS E, 216.45 FEET; THENCE N 00 DEGREES 01 MINUTES 58 SECONDS E, 70.95 FEET TO A POINT ON THE SOUTH LINE OF PROPOSED RIGHT OF WAY; THENCE ALONG SAID SOUTH LINE ALONG A CURVE TO THE RIGHT HAVING RADIUS 197.00 FEET, CENTRAL ANGLE 23 DEGREES 15 MINUTES 24 SECONDS, ARC LENGTH 79.96 FEET, CHORD BEARING S 77 DEGREES 35 MINUTES 27 SECONDS E, 79.42 FEET; THENCE S 06 DEGREES 07 MINUTES 17 SECONDS E, 71.15 FEET; THENCE S 19 DEGREES 32 MINUTES 56 SECONDS E, 111.44 FEET; THENCE S 47 DEGREES 31 MINUTES 57 SECONDS E, 150.90 FEET; THENCE N 58 DEGREES 12 MINUTES 11 SECONDS E, 38.03 FEET TO THE SOUTH LINE OF PROPOSED RIGHT OF WAY; THENCE ALONG SAID WEST LINE ALONG A CURVE TO THE LEFT HAVING RADIUS 263.00 FEET; CENTRAL ANGLE 31 DEGREES 54 MINUTES 56 SECONDS, ARC LENGTH 146.50 FEET, CHORD BEARING S 55 DEGREES 39 MINUTES 41 SECONDS E, 144.61 FEET; THENCE S 22 DEGREES 29 MINUTES 44 SECONDS W, 118.43 FEET; THENCE S 57 DEGREES 28 MINUTES 48

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SECONDS W, 232.92 FEET; THENCE S 15 DEGREES 30 MINUTES 37 SECONDS W, 142.16 FEET; THENCE S 45 DEGREES 16 MINUTES 10 SECONDS W, 48.60 FEET; THENCE S 89 DEGREES 50 MINUTES 16 SECONDS W, 164.01 FEET; THENCE S 21 DEGREES 57 MINUTES 51 SECONDS W, 339.09 FEET; THENCE S 15 DEGREES 44 MINUTES 36 SECONDS E, 61.37 FEET TO THE POINT OF BEGINNING, CONTAINING 7.53 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED

PART "B" OF CONSERVATION EASEMENT

A PART OF THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12 OF SAID TOWNSHIP T5N-R6E, THENCE ALONG THE EAST LINE OF SAID SECTION 12 N 00 DEGREES 11 MINUTES 18 SECONDS E, 2695.36 FEET TO THE NORTHEAST CORNER OF SAID SECTION 12, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SAID SECTION 1, N 00 DEGREES 05 MINUTES 01 SECOND W, 682.98 FEET; THENCE N 88 DEGREES 19 MINUTES 13 SECONDS W, 1080.24 FEET TO THE POINT OF BEGINNING; THENCE S 47 DEGREES 02 MINUTES 44 SECONDS E, 59.59 FEET; THENCE S 24 DEGREES 45 MINUTES 44 SECONDS E, 122.87 FEET; THENCE S 55 DEGREES 38 MINUTES 57 SECONDS W, 140.48 FEET; THENCE N 39 DEGREES 10 MINUTES 48 SECONDS W, 77.39 FEET; THENCE N 27 DEGREES 05 MINUTES 01 SECOND W, 197.84 FEET; THENCE S 88 DEGREES 19 MINUTES 13 SECONDS E, 159.93 FEET TO THE POINT OF BEGINNING, CONTAINING 0.78 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED

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PART "C" OF CONSERVATION EASEMENT

A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE EAST LINE OF SAID SECTION N 00 DEGREES 11 MINUTES 18 SECONDS E, 2189.24 FEET TO THE POINT OF BEGINNING; THENCE N 61 DEGREES 31 MINUTES 56 SECONDS W, 89.69 FEET; THENCE N 39 DEGREES 52 MINUTES 24 SECONDS W, 224.34 FEET; THENCE S 32 DEGREES 09 MINUTES 30 SECONDS W, 80.11 FEET; THENCE S 44 DEGREES 28 MINUTES 03 SECONDS W, 224.01 FEET; THENCE S 76 DEGREES 55 MINUTES 36 SECONDS W, 217.30 FEET; THENCE S 60 DEGREES 17 MINUTES 51 SECONDS W, 245.98 FEET; THENCE S 11 DEGREES 40 MINUTES 14 SECONDS W, 169.57 FEET; THENCE S 05 DEGREES 54 MINUTES 56 SECONDS E, 163.76 FEET; THENCE S 17 DEGREES 37 MINUTES 49 SECONDS E, 187.60 FEET; THENCE S 01 DEGREE 09 MINUTES 13 SECONDS E, 160.44 FEET; THENCE S 46 DEGREES 07 MINUTES 01 SECOND W, 158.21 FEET; THENCE N 56 DEGREES 47 MINUTES 18 SECONDS W, 138.05 FEET; THENCE S 50 DEGREES 42 MINUTES 42 SECONDS W, 81.19 FEET TO A POINT ON THE NORTH LINE OF PROPOSED RIGHT OF WAY; THENCE ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT HAVING RADIUS 263.00 FEET, CENTRAL ANGLE 17 DEGREES 03 MINUTES 49 SECONDS, ARC LENGTH 78.33 FEET, CHORD BEARING N 80 DEGREES 41 MINUTES 14 SECONDS W, 78.04 FEET; THENCE N 08 DEGREES 38 MINUTES 34 SECONDS W, 165.89 FEET; THENCE N 43 DEGREES 31 MINUTES 58 SECONDS W, 93.21 FEET; THENCE N 30 DEGREES 36 MINUTES 12 SECONDS W, 102.98 FEET; THENCE N 14 DEGREES 23 MINUTES 48 SECONDS E, 381.35 FEET; THENCE N 60

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DEGREES 02 MINUTES 47 SECONDS E, 148.50 FEET; THENCE N 27 DEGREES 38 MINUTES 46 SECONDS E, 310.20 FEET; THENCE N 00 DEGREES 36 MINUTES 33 SECONDS W, 256.76 FEET; THENCE N 36 DEGREES 02 MINUTES 41 SECONDS W, 175.63 FEET; THENCE N 14 DEGREES 14 MINUTES 42 SECONDS E, 280.38 FEET; THENCE N 18 DEGREES 59 MINUTES 00 SECONDS W, 95.87 FEET; THENCE N 36 DEGREES 35 MINUTES 04 SECONDS W, 53.14 FEET; THENCE N 53 DEGREES 50 MINUTES 52 SECONDS E, 118.93 FEET; THENCE S 17 DEGREES 08 MINUTES 17 SECONDS E, 231.52 FEET; THENCE S 35 DEGREES 52 MINUTES 51 SECONDS E, 176.28 FEET; THENCE S 26 DEGREES 54 MINUTES 34 SECONDS E, 145.18 FEET; THENCE S 72 DEGREES 57 MINUTES 44 SECONDS E, 282.84 FEET; THENCE S 53 DEGREES 27 MINUTES 58 SECONDS E, 152.95 FEET; THENCE N 47 DEGREES 48 MINUTES 41 SECONDS E, 88.12 FEET; THENCE N 70 DEGREES 22 MINUTES 00 SECONDS E, 71.81 FEET; THENCE S 76 DEGREES 06 MINUTES 57 SECONDS E, 176.78 FEET; THENCE N 50 DEGREES 11 MINUTES 40 SECONDS E, 24.04 FEET TO A POINT ON SAID EAST LINE OF SAID SECTION 12; THENCE ALONG SAID EAST LINE OF SECTION 12; S 00 DEGREES 11 MINUTES 18 SECONDS W, 375.56 FEET TO THE POINT OF BEGINNING, CONTAINING 18.93 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED

(d) ***Exceptions to Conservation Easements.*** There shall be specifically designated Exceptions to Conservation Easements within this development that shall permit limited access for ingress and egress to all co-owners or residents. These Exceptions to Conservation Easements are subject to change immediately following the recording of this document. The current proposed Exceptions to Conservation Easements are described as follows,

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EXCEPTION "A" TO CONSERVATION EASEMENT

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EXCEPTION "B" TO CONSERVATION EASEMENT

A PART OF THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12 OF SAID TOWNSHIP T5N-R6E, THENCE ALONG THE EAST LINE OF SAID SECTION 12, N 00 DEGREES 11 MINUTES 18 SECONDS E, 2695.36 FEET TO THE NORTHEAST CORNER OF SAID SECTION 12, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SAID SECTION 1, N 00 DEGREES 05 MINUTES 01 SECONDS W, 682.98 FEET; THENCE N 88 DEGREES 19 MINUTES 13 SECONDS W, 1080.24 FEET; THENCE S 47 DEGREES 02 MINUTES 44 SECONDS E, 59.59 FEET; THENCE S 24 DEGREES 45

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MINUTES 43 SECONDS E, 72.87 FEET TO THE POINT OF BEGINNING; THENCE S 24 DEGREES 45 MINUTES 44 SECONDS E, 50.00 FEET; THENCE S 19 DEGREES 56 MINUTES 02 SECONDS E, 87.07 FEET; THENCE S 17 DEGREES 08 MINUTES 17 SECONDS E, 50.00 FEET; THENCE S 52 DEGREES 19 MINUTES 14 SECONDS W, 102.30 FEET; THENCE N 36 DEGREES 12 MINUTES 23 SECONDS W, 187.95 FEET; THENCE N 55 DEGREES 50 MINUTES 39 SECONDS E, 153.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.55 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT O ALL RESTRICTIONS, RECORDED OR UNRECORDED

Section 2. ***Phase IIA* Fenton Orchards Home Site Condominium, Genesee Condominium Plan Number 273, Proposed Home Site Condominium.** Proposed Phase IIA of Fenton Orchards Home Site Condominium consists of land and easements, which in turn consist of the following legal descriptions for lands and legal descriptions for easements, subject to amendment. The land that is hereby submitted to the Condominium established by this Amendment to the Master Deed of Fenton Orchards Home Site Condominium, is particularly described as follows:

(a) Legal Description for the Land to be Submitted to the Condominium,

"A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE NORTH LINE OF SAID SECTION 12, S 88°17'59" E, 1253.41 FEET; THENCE N 00°26'55" E, 682.37 FEET; THENCE S 88°19'13" E, 277.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 88°19'13" E, 1142.74 FEET TO A POINT ON THE EAST LINE

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OF SAID SECTION 1; THENCE ALONG SAID EAST LINE, S 00°05'01" W, 682.98 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE S 63°13'25" W, 385.49 FEET; THENCE N 78°59'44" W, 351.45 FEET; THENCE S 82°59'32" W, 83.44 FEET; THENCE N 19°13'15" W, 489.23 FEET; THENCE N 29°17'11" W, 425.69 FEET TO THE POINT OF BEGINNING, CONTAINING 17.39 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED."

(b) ***Legal Descriptions for Proposed Private Drives within Phase IIA, for Additional Home Sites.*** Legal Descriptions for a sixty six (66) foot wide private easement for ingress, egress, and public utilities being subject to the rights of the public, also being subject to easements and restrictions of record, if any, and including a grant of reciprocal easement to the adjoining development of Fenton Orchards Attached Unit Condominium and all of its co-owners and residents, together with a twelve (12) foot easement on either side for the above referenced easements, and is described herein and within Exhibit B, to wit:

- ***Princewood Drive*** and ***Princewood Circle***. The Princewood Drive and Princewood Circle easement are described as follows:

  A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

  COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION, S 00°07'32 E, 829.68 FEET TO A POINT ON THE CENTERLINE OF FENTON ROAD; THENCE ALONG SAID CENTERLINE, 248.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING RADIUS 14654.00 FEET WITH CHORD BEARING N 40°18'16" E, 248.25 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 100 FEET WIDE STRIP OF LAND;

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THENCE S 49°03'04" E, 261.93 FEET TO THE POINT OF ENDING AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 66 FEET WIDE STRIP OF LAND; THENCE N 42°31'28" E, 549.85 FEET; THENCE 137.56 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 275.00 FEET, WITH CHORD BEARING N 58°53'58" E, 136.13 FEET; THENCE N 73°13'21" E, 407.92 FEET; THENCE 183.97 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING N 46°52'16" E, 177.55 FEET; THENCE N 21°17'44" E, 53.74 FEET; THENCE 57.01 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 230.00 FEET, WITH CHORD BEARING N 27°51'38" E, 56.86 FEET; THENCE N 34°57'35" E, 70.50 FEET; THENCE 53.42 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS 230.00 FEET, WITH CHORD BEARING N 28°18'22" E, 53.30 FEET; THENCE N 21°39'06" E, 176.82 FEET; THENCE 366.67 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 300.00 FEET, WITH CHORD BEARING N 56°39'57" E, 344.27 FEET; THENCE S 88°19'13" E, 457.01 FEET; THENCE 130.16 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 234.51 FEET, WITH CHORD BEARING S 71°52'35" E, 128.50 FEET; THENCE 117.90 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING S 39°04'38" E, 116.20 FEET; THENCE 99.00 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 372.97 FEET, WITH CHORD BEARING S 14°35'07" E, 98.71 FEET; THENCE S 02°54'21" E, 41.46 FEET; THENCE 404.50 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING S 55°09'26" W, 339.00 FEET; THENCE N 66°54'07" W, 160.56 FEET; THENCE 237.11 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING N 33°57'46" W, 223.46 FEET; THENCE N 00°00'00" E, 222.10 FEET TO THE POINT OF ENDING.

ARTICLE III: DEFINITIONS

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The following definition is added to the original definitions contained within the original Master Deed, as follows:

Section 2. ***Adjacent Development***. "Adjacent Development" within the context of this amended document specifically includes the following developments entitled **Fenton Orchards Home Site Condominium [also known as *Phase I Home Site(s)*]**, and **Fenton Orchards Attached Unit Condominium [also known as *Phase I Attached Unit(s)*]**, and **Phase IIA Fenton Orchards Attached Unit Condominium [also known as *Phase IIA Attached Unit(s)*]**, and with which this development shares many General Common Elements, Limited Common Elements, Easements, and Conservation Easements, and Exceptions to Conservation Easements. See Exhibit B and further discussion infra.

Section 3. ***Association***. "Association" within the context of this document means Fenton Orchards Home Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners who reside within any and all phases of Fenton Orchards Home Site Condominiums shall be members, which the corporation shall administer, operate, manage and maintain the Condominium. 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 Condominium Documents or the laws of the State of Michigan.

Section 4. ***Attached Unit(s)***. "Attached Unit(s)" or "Attached Condo[minimum[s]]" shall mean individual condominium units not contained within this Master Deed, but as depicted in Exhibit B, and referenced in Fenton Orchards Attached Unit Condominium Master Deed and Bylaws, or Phase IIA Fenton Orchards Attached Unit Condominium Master Deed and Bylaws which consist of two of the developments immediately adjacent to this development. For reference, see Exhibit B.

Section 8. ***Condominium Documents***. "Condominium Documents: wherever used means and includes this Master Deed and Exhibits "A", "B" and "C" attached hereto, and rules and regulations, if any, of the Association as all of the same may be amended from time to time.

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Section 9. ***Condominium Premises.*** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Phase IIA Fenton Orchards Home Site Condominium as described in the Master Deed or amendment or amendments to the Master Deed.

Section 10. ***Condominium Project, Condominium or Project.*** "Condominium Project", "Condominium" or "Project" means Fenton Orchards Home Site Condominium as a Condominium established in conformity with the provisions of the Act.

Section 19. ***Fenton Orchards Attached Unit Condominium.*** "Fenton Orchards Attached Unit Condominium" shall refer to Phase I of the Attached Units within one of the developments immediately adjacent to this development. This definition now includes Phase IIA of the Attached Units.

Section 20. ***Fenton Orchards Home Site Condominium.*** "Fenton Orchards Home Site Condominium" shall mean the development that is described within this document and attachments. This definition now includes Phase IIA of the Home Site Units.

Section 25. ***Fenton Orchards Condominium Association.*** A co-owners Association was created for co-owners of all ***attached unit condominiums*** within "Fenton Orchards Attached Unit Condominium" [also known as Phase I] and co-owners of "Phase IIA Fenton Orchards Attached Unit Condominium", which is not for co-owners within this development.

Section 26. ***Fenton Orchards Home Association.*** "Fenton Orchards Home Site Association" is the nonprofit corporation organized under Michigan law for which all Co-owners who reside within any and all phases of site condominiums such as Fenton Orchards Home Site Condominiums and Phase IIA Fenton Orchards Home Site Condominiums shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to

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the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 27. ***Phase IIA Fenton Orchards Attached Unit Condominium.*** "Phase IIA Fenton Orchards Attached Unit Condominium" shall refer to Attached Units within one of the developments immediately adjacent to this development.

Section 28. ***Phase IIA Fenton Orchards Home Site Condominium.*** "Phase IIA Fenton Orchards Home Site Condominium" shall mean an adjacent development that also consists of site condominiums.

Section 29. ***Lot.*** The term ***lot*** should not be formally utilized for any ***unit*** within these documents, nor should it be used to describe a ***unit*** within this development. However, we recognize that it is a lay term that is or may often be used to refer to ***units*** within this development. The term ***unit***, and not the term lot, is utilized by the Michigan Condominium Act, as amended.

ARTICLE IV: COMMON ELEMENTS

Section 1. ***General Common Elements.*** The following is hereby added to general common elements:

(n) ***Sidewalks.*** Sidewalks are deemed to be a general common element only if they are [1] located completely upon a common area and [2] not placed upon the building envelope of a unit.

Section 2. Limited Common Elements. The following Limited Common elements are added:

(d) ***Sidewalks that are not General Common Elements.*** Sidewalks that do not meet the requirements of Article IV, Section 1 for General Common Elements shall be deemed a Limited Common Element so long as a portion

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of said sidewalk **lies upon** the building envelope (property) of a unit. Consequently, the respective co-owners shall be liable to Developer for $12.50 per lineal foot for said sidewalk if placed.

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ARTICLE V: UNIT DESCRIPTION PERCENTAGE OF VALUE, AND DEVELOPMENT BY PHASE.

Section 1. ***Description of Units.*** Each Unit within Fenton Orchards Home Site Condominium is described in the Condominium Subdivision Plan of Fenton Orchards Site Condominium that is attached hereto as Exhibit "B". There are forty-two (42) Units created for residential uses in the Condominium Project established by the original Master Deed recorded as Genesee Condominium Plan No. 274, Instrument Number 200109120090789, Date 12 September 2001, Time 4:32 P.M.

The following twenty-five [25] additional Units are hereby created for residential uses within the Condominium Project:

First Amendment, Fenton Orchards Home Site Condominium
Genesee Condominium Plan # 274, Master Deed;
Units 109 through 133 inclusive.

Each Unit shall consist of the space located within Unit boundaries as depicted on Exhibit B hereto together with all appurtenances thereto.

Section 2. ***Percentage of Value of Overall Project.*** The total value of the Project is 100%. The Project currently consists of sixty-seven (67) Fenton Orchards Home Site Condominium Units. There are forty-two [42] units within Phase I and twenty-five [25] units within Phase IIA. Percentages of value shall be assigned to all individual units within this development which shall be on an equal or one-to-one (1:1) ratio between any respective units among and between this project, and also including the adjoining project which is entitled Fenton Orchards Attached Unit Condominium.

(a) ***All Home Site Condominium Units Assigned Equal Par Value.*** In order to share costs and expenses for all of the roads contained within this project which is known as Fenton Orchards Home Site Condominium and the adjoining project which shares all of the roadways that are used within this

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project, Fenton Orchards Attached Unit Condominium, the costs of certain items such as road maintenance, and lawn maintenance and other items of and snow and ice removal, and any other items which may be designated by the Association and/or agreed by this Association and the Association on behalf of the Fenton Orchards Attached Unit Condominium as they may see fit. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Condominium that would affect maintenance costs and concluding that there are not material differences. The percentage of value assigned to each overall Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote.

(b) ***Each Home Site Condominium Unit Assigned Equal Par Value as to Each Attached Unit Condominium.*** Each unit within Fenton Orchards Home Site Condominium shall be assigned a par value that shall be equal to the assigned par value of each unit within Fenton Orchards Attached Unit Condominium. The percentage of value assigned to each overall Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration that are shared by and between the two (2) aforementioned, adjacent developments.

ARTICLE VI: EASEMENTS

Section 9. ***Special Provisions for Roads, Storm Water Detention Areas and Filtration Facilities.*** The Association shall have the responsibility for the maintenance repair, operation and replacement of the roads, storm water detention areas and storm water filtration facilities in

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the Project. The expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities and any reserve for the replacement thereof shall be expenses of administration of the Project and shall be assessed against all Co-owners of Units in the Project. Except in the case of Co-owner fault each Unit within this condominium, "Fenton Orchards Home Site Condominium" shall be assessed one-sixty-seventh (1/67) and each Unit within the adjacent condominium project, "Fenton Orchards Attached Unit Condominium" shall be assessed one-sixty-eighth (1/68) of the expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities are further subject to the terms and provisions of the Bylaws of the Project. The roads, storm water detention areas and storm water filtration facilities shall be operated, maintained, repaired and replaced in accordance with the provisions of the Master Deed and Bylaws for the Project, all rules and regulations for the Project, and all applicable federal, state and local statutes, laws, ordinances and regulations. If the Association or its contractors or agents fail to comply with the roads, storm water detention areas and storm water filtration facilities, operation, maintenance, repair or replacement requirements set forth in the Master Deed, the Bylaws, and applicable laws then in addition to all other remedies available under applicable law, the Charter Township of Fenton, the Genesee County Road Commission, the Michigan Department of Natural Resources and their respective contractors and agents, may, at their option with or without notice, enter onto the Project or any Unit that is not in compliance and perform any necessary maintenance, repair replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities. In that event, the Association shall reimburse the Township, the County, and/or their contractors all cost incurred by it in performing the necessary maintenance, repair replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities, plus and administrative fee of 15%. If the Association does not reimburse the Township for those costs, then the Township, at its option, may assess the cost therefore against the co-owners of the Units in the Project to be collected as a special assessment on the next annual tax roll of the Township. At a minimum, the Association shall establish an annual inspection and maintenance program for the roads, storm water detention

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areas and storm water filtration facilities in the Project. This provision may not be modified, amended, or terminated without the consent of the Charter Township of Fenton.

Section 10. Easement for Maintenance of Roads, Storm Water Detention Areas and Filtration Facilities: The Association, the Genesee County Road Commission, the Michigan Department of Natural Resources, the Michigan Department of Environmental Quality, and Charter Township of Fenton and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements onto each Unit serviced by the road, storm water detention areas and storm water filtration facilities, and onto the Limited Common Elements appurtenant for those Units for the purpose of inspections, improvement, repairing, maintaining (including preventative maintenance), and/or replacing the roads, storm water detention areas and storm water filtration facilities or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm water detention areas and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of the Charter Township of Fenton.

ARTICLE VII: EXPANSION OF CONDOMINIUM CONVERSION OF CONDOMINIUM

Section 1. ***Expansion of Condominium.***

(b) ***Area of Future Development.*** Additional phases of the Condominium may be established at any time, with Fenton Township approval, upon all or some portion or portions of the following described land at the sole discretion of the developer who shall not be required to obtain the consent of the Co-owners of Units to expand the Condominium.

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"A PART OF THE NORTHEAST QUARTER OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION, S 00°07'32 E, 2661.51 FEET TO THE CENTER OF SAID SECTION; THENCE ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION, S 87°33'48" E, 1214.07 FEET TO THE POINT OF BEGINNING; THENCE N 03°56'02" E, 546.85 FEET; THENCE N 41°24'37" E, 462.47 FEET; THENCE N 02°52'54" W, 231.07 FEET; THENCE N 67°00'15" W, 47.69 FEET; THENCE N 03°38'48" E, 836.40 FEET; THENCE N 30°27'20" E, 237.47 FEET; THENCE N 76°37'57" W, 151.25 FEET; THENCE N 16°33'37" W, 165.08 FEET; THENCE N 62°34'03" E, 258.74 FEET; THENCE N 82°59'32" E, 274.24 FEET; THENCE S 78°59'44" E, 351.45 FEET; THENCE N 63°13'25" E, 385.49 FEET TO THE NORTHEAST CORNER OF SAID SECTION 12; THENCE ALONG THE EAST LINE OF SAID SECTION, S 00°11'18" W, 2695.36 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE ALONG SAID EAST-WEST QUARTER LINE, N 87°33'48" W, 1450.69 FEET TO THE POINT OF BEGINNING, CONTAINING 70.77 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED."

With the approval of Fenton Township, separate Condominium Project or Projects may be created within all or any portion of the above described land, all or some of which may be merged into an expanded Condominium Project or Projects by the recording of a consolidating Master Deed. Restrictions do not exist that determine the order of developing the land after Phase I has been completed. The Developer reserves the right to make an amendment to the Master Deed with the consent of Fenton Township but without the consent of Co-owners for such purpose.

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(c) Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of units in the Condominium may, at the option of the Developer and with the approval of the Township, within a period ending no later than six (6) years after initial recording of this Master Deed, be increased by the addition to this condominium of all or any portion of the area of future development and the establishment of units thereon. The location, nature, appearance, design or structural components of the units and/or other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures and improvements in the project, as determined by Developer in its sole discretion. No unit will be created within any part of the area of future development which is added to the condominium that is not restricted exclusively to residential use.

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

ARTICLE VIII: AMENDMENT

Section 9. ***Revisions***. Exhibit "B" drawings to the Master Deed recorded as are amended and are modified, replaced or supplemented by the following described amendments to Exhibit "B" that are attached to this Amendment.

[Exhibit "B" items to be identified and listed separately]

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In all respects, other than as herein above modified, the original Master Deed of Fenton Orchards Home Site Condominium shall remain effective.

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Genesee County Register MLM 59 INC

ACKNOWLEDGMENT

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

IN WITNESS WHEREOF, the Developer has duly executed this First Amendment to the Master Deed of Fenton Orchards Home Site Condominium, Genesee Condominium Plan Number 274 as follows,

On this 15th day of May, 2003

Representative(s) of Developer
M-59 INC.
a Michigan Corporation

By: James D. Boldrey
James D. Boldrey
Its President

Appeared Before Notary

SUSAN HICKS
Notary Public, Livingston County, MI
My Commission Expires Oct. 28, 2005

signature Susan Hicks
Notary Public
print Susan Hicks

Livingston County, Michigan
My commission expires: day 28,
Month October,
Year 2005

By: Donalyn Scheuner
Donalyn Scheuner
Its Secretary/Treasurer

On this 15th day of MAY, 2003, before me appeared James D. Boldrey and Donalyn Scheuner, to me personally known, who being by me sworn, did for himself and herself, respectively, say that he and she are the President of M-59, Inc., and its Secretary/Treasurer for the named corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and James D. Boldrey and Donalyn Scheuner acknowledge said instrument to be the free act and deed of said corporation.

Unofficial Copy

ACKNOWLEDGMENT BEFORE A NOTARY BY DEVELOPER:

M-59 INC.
a Michigan Corporation

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Melvin Phillip McCree T20030019598
Genesee County Register MLM 59 INC

By: Donalyn Scheuner
Donalyn Scheuner
Its Secretary / Treasurer

On this 13th day of May, 2003, before me appeared Donalyn Scheuner, who after being duly sworn to tell the truth by me, did say and affirm that she is an officer of the the above corporation and duly authorized by the board of directors of said corporation to execute the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and affiant acknowledged said instrument to be the free act and deed of said corporation.

sign Susan Hicks

print Susan Hicks

SUSAN HICKS
Notary Public, Livingston County, MI
My Commission Expires Oct. 28, 2005

Notary Public

Livingston County, Michigan
My commission expires:the 28th day of October, year 2005

Unofficial Copy

SURVEYOR
William J. Angus and Associates
602 N. Saginaw Street
Holly, Michigan 48442
(248) 634-5130

ENGINEER
Lawrence Engineering, P.C.
1535 North Leroy Street, Suite C
Fenton, Michigan 48430
(810) 750-5280

DEVELOPER
M 59, Inc.
6755 Schultz Road
Alpena, Michigan 49707

And
2850 Fisher Road
Howell, MI 48855
(517) 540-9928

Master Deed Drafted by

Gregory O. Drais
Law office of regory Drais
Second Floor, 110 north Michigan Avenue
Howell, Michigan 48843
(517) 545-7701

WHEN RECORDED PLEASE RETURN TO:
M 59, Inc.
2850 Fisher Road
Howell, MI 49955

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Melvin Phillip McGree T20030019598
Genesee County Register MLM 59 INC

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Melvin Phillip McCree T20030019598
Genesee County Register MLM 59 INC

ACKNOWLEDGMENT BEFORE A NOTARY BY TOWNSHIP:

FENTON TOWNSHIP
a Michigan Municipal Corporation

By: CARL T. GABRIELSON
Carl Gabrielson
Its Supervisor

On this 6th day of May, 2003, before me appeared Carl Gabrielson, who after being duly sworn to tell the truth by me, did say and affirm that he is the duly elected township supervisor and that he is duly authorized on behalf of said township to consent to the Amendment of the Master Deed.

sign Carl J

print CARL T. GABRIELSON

Notary Public

V. A. MC DONALD
NOTARY PUBLIC GENESEE CO., MI
MY COMMISSION EXPIRES Feb 23, 2004

V.A. McDonald County, Michigan

My commission expires: the 23rd day of FEB, year 2004

V. A. MC DONALD
NOTARY PUBLIC GENESEE CO., MI
MY COMMISSION EXPIRES Feb 23, 2004

Unofficial Copy

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Melvin Phillip McCree T20030019598
Genesee County Register MLM 59 INC

ACKNOWLEDGMENT BEFORE A NOTARY BY MORTGAGEE:

First National Bank in Howell

By: _____
Dennis P. Gehringer
Its: Senior Vice President

On this 7th day of May, 2003, before me appeared the aforesaid Affiant, who after being duly sworn to tell the truth by me, did say and hereby consent to the Amendment of the Master Deed.

sign _____

print Richard A. Hedgecock

Notary Public

Livingston County, Michigan
My commission expires: the 24th **day of** October, **year** 2006

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Instr 200305270073593 05/27/2003
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Melvin Phillip McCree T200306019598
Genesee County Register MLR 59 INC

ACKNOWLEDGMENT BEFORE A NOTARY BY UNIT OWNER:

MITCH HARRIS BUILDING COMPANY.
a Michigan Corporation

By: _____
Mitch Harris
Its President

On this 9th day of May, 2003, before me appeared Mitch Harris, who after being duly sworn to tell the truth by me, did say and affirm that he is an officer of the the above corporation and duly authorized by the board of directors of said corporation to execute the within instrument in order to consent to the Amendment of the Master Deed.

sign Denise A Hoganson

print Denise A Hoganson

DENISE A HOGANSON
Notary Public, Livingston County, MI
My Commission Expires Sep 5, 2004

Notary Public

Livingston County, Michigan
My commission expires:the 5th day of Sept, year 2004

Unofficial Copy

SURVEYOR
William J. Angus and Associates
602 N. Saginaw Street
Holly, Michigan 48442
(248) 634-5130

ENGINEER
Lawrence Engineering, P.C.
1535 North Leroy Street, Suite C
Fenton, Michigan 48430
(810) 750-5280

DEVELOPER
M 59, Inc.
6755 Schultz Road
Alpena, Michigan 49707

And
2850 Fisher Road
Howell, MI 48855
(517) 540-9928

Master Deed Drafted by

Gregory O. Drais
Law office of regory Drais
Second Floor, 110 north Michigan Avenue
Howell, Michigan 48843
(517) 545-7701

WHEN RECORDED PLEASE RETURN TO:
M 59, Inc.
2850 Fisher Road
Howell, MI 49955

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Melvin Phillip McCree T20030019598
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Genesee County Register MLM 59 INC

Exhibit "A" to First Amendment to Fenton Orchards Home Site Condominium Plan # 274 Master Deed

Amendments of the Bylaws

THIS AMENDMENT to Exhibit "A" to the MASTER DEED of FENTON ORCHARDS HOME SITE CONDOMINIUM PLAN # 274 MASTER DEED is also made in accordance with the Master Deed and the Condominium Act, that is, Act 59 of the Public Acts of 1978, as amended.

WITNESSETH:

WHEREAS, the original Bylaws that were recorded together with The Master Deed, recorded on 12 September 2001, as Instrument No. 200109120090789, Genesee County Records shall remain in full force and effect to the extent that they are not modified or in conflict with those contained herein.

WHEREAS, the Developer desires by recording this amendment to modify and redefine many of the Bylaws located within Exhibit "A" to the original Master Deed of FENTON ORCHARDS HOME SITE CONDOMINIUM PLAN # 274 MASTER DEED.

WHEREAS, the Developer is vested with the power and authority to amend the Master Deed and Bylaws pursuant to Article VII and Article VIII of the Master Deed and Section 148 of the Condominium Act, and

NOW, THEREFORE, the Developer does, upon the recording hereof, establish the First Amendment of these **Bylaws** as Exhibit "A" to the FENTON ORCHARDS HOME SITE CONDOMINIUM PLAN # 274 MASTER DEED under the Condominium Act and does declare that these **Bylaws** as Exhibit "A" to the FENTON ORCHARDS HOME SITE CONDOMINIUM PLAN # 274 MASTER DEED shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in Master Deed and Bylaws above described and in this First Amendment, all of which shall be deemed to run with the land shall be a burden and a benefit to the Developer, its successors and assigns, and any

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persons acquiring or owning an interest in the Condominium Premises, their grantees, their successors, personal representatives and assigns, and that the language utilized herein shall control over any previous versions. In furtherance of the establishment of the Condominium, it is provided as follows:

M-59, INC. still retains the ownership of a majority of the total Units within FENTON ORCHARDS HOME SITE CONDOMINIUM.

Exhibit "A" to the Master Deed - the original **Bylaws** - of Fenton Orchards Home Site Condominium, Genesee Condominium Plan Number 274, Master Deed is hereby amended and modified.

Current *Article I: Association of Co-Owners* shall hereby be amended to reflect that the original master deed and exhibits described 42 total units, whereas the 25 additional units as added to this development with Phase IIA shall increase that number to 67 total units, and it shall now read in pertinent detail,

ARTICLE I: ASSOCIATION OF CO-OWNERS

Fenton Orchards Home Site Condominium, a residential Condominium consisting of site condominium units and located in the Township of Fenton, County of Genesee, State of Michigan, and adjacent to Fenton Orchards Attached Unit Condominium, which are governed by their own Bylaws, shall be administered by an Association of Co-Owners which shall be a nonprofit 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 Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3 (8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-Owner, including the Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-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 in the Condominium. A Co-Owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The

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Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-Owners in the Condominium 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 Condominium Documents. This development shall, more or less, be made up of a total of sixty-seven [67] Units, which consists of forty-two [42] Units within the original first phase {Phase I} together with 25 Units within the second phase {Phase IIA}.

Current ***Article II: Assessments***, of the Bylaws shall hereby be amended at ***Section 14*** to now reflect that the original master deed and exhibits described 42 total units, whereas the 25 additional units as added to this development with Phase IIA shall increase that number to 67 total units, and there was a corresponding additional units added to the adjacent development, such that it shall now read in pertinent detail,

Section 14. Shared Expenses with Adjoining Development that Shares Roads and Other Common Areas. Pursuant to the Master Deed, this Condominium together with its Association {formally known as "Fenton Orchards Home Association"}and the adjoining condominium project that is entitled "Fenton Orchards Attached Unit Condominium", together with its Association {formally known as "Fenton Orchards Condominium Association"}, all expenses for road repair, road maintenance, snow and ice removal, and lawn maintenance and mowing (only for general common elements) shall be shared strictly based upon the ratio between the number of units within this project, sixty-seven (67) total Units that consists of forty-two (42) units within the original {Phase I} and twenty-five (25) additional units within Phase IIA, and the other adjoining development, which is known as Fenton Orchards Attached Unit Condominium, sixty-eight (68) total units that consists of fifty -two (52) units within the original {Phase I} and sixteen (16) units within Phase IIA, and during this stage of development, subject to agreement by and between the two (2) aforementioned associations or their respective Board of Directors, of by amendment of this document and its attachments and exhibits.

(a) The shared expenses of certain general common elements within this project shall be shared with the adjacent development, Fenton Orchards Attached Unit Condominium. The sixty-seven (67)

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Genesee County Register MLM 59 INC

individual units within Fenton Orchards Home Site Condominium, as amended, shall be assigned their fair share of the "shared expenses" based upon a par value that shall be deemed to be equal to the par value(s) that are assigned to each of the sixty-eight (68) individual units within Fenton Orchards Attached Unit Condominium, as amended. For the purposes of allocating the shared expenses for common elements, each unit within this project shall be assigned a par value of one (1) and each unit within the adjacent development, Fenton Orchards Attached Unit Condominium, shall be assigned a par value of one (1). Additionally, and as all one hundred thirty-five (135) current units between both developments share a par value of one (1), the designated shared expenses shall be shared based upon a ratio of total current Home Site Condominium Units (67) to total current Attached Condominium Units (68), or the ratio may be calculated using total current Home Site Condominium Units (67) to the total number of current units represented within both projects {Fenton Orchards Attached Condominium + Fenton Orchards Home Site Condominium} (135). Thus, the current ratio of expenses from this Home Site Condominium development to the adjacent Attached Unit Condominium development is 67 : 68, and the current ratio from this Home Site Condominium development to the sum of all units within both developments is 67 : 135.

Current *Article VI: Restrictions* of the Bylaws shall be amended at ***Section 14 Fences***, so as to permit fences, albeit only after the co-owner has obtained approval in advance of construction, to wit, it shall now read in pertinent detail,

Section 14. Fences and Hedging. No fence or wall may be erected or maintained on any Unit unless said co-owner has obtained advanced approval from the Architectural Control Committee and Fenton Township and/or pursuant to other municipal ordinances or other governmental regulation and/or approval, except as otherwise specifically stated herein. Notwithstanding any other statement to the contrary, there shall be no fences or hedges on units adjacent to Lake Christi, no fences or hedges on corner units. The [1] **height**, [2] **material**, [3] **color or tint or stain**, and [4] **reason and purpose** for fencing shall be submitted to the Architectural Control Committee in the form of a scale drawing or plan with three [3] views, together with such other or additional requirements as they may see fit, and the

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Architectural Control Committee may at its sole discretion and for any reason whatsoever deny any/all requests for fencing. Additionally, and if such a fence or wall is required, i.e. swimming pool, or if it may be permitted, the Co-owner shall obtain the express written consent of the Architectural Control Committee which shall have the sole and absolute discretion to determine the suitability of the location [e.g. if the unit is **on a corner** or **on the Lake** and prohibited from any fencing whatsoever], design, shape, height, size and materials for any required fence, wall, or hedge.

Current ***Article VI: Restrictions*** of the Bylaws shall be amended at *Section 17. No Sheds or Detached Garage* such that only units 109 through 133, inclusive, within Phase IIA may, and **only upon advanced approval of both the Architectural Control Committee and Fenton Township,** may construct an outbuilding of up to nine hundred square feet (900 ft. sq.), to wit, it shall now read in pertinent detail,

Section 17. Sheds and Detached Garages. Unless otherwise specifically stated and permitted herein, co-owners and occupants and residents **shall not** build, erect, or otherwise place a separate garage, or separate shed or outdoor storage structure or outbuildings or outdoor storage boxes of any type or kind on their unit for any purpose whatsoever. This prohibition is not flexible unless otherwise stated herein. However, Units 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133 within Phase IIA may, **only upon advanced approval of both the Architectural Control Committee and Fenton Township,** construct an outbuilding of up to nine hundred square feet (900 ft. sq.). To erect or construct any structure without both township and committee approvals will subject the violating co-owner to fines, costs including but not limited to court costs and any and all costs to remove any or all portions of structure in violation of these restrictions together with attorney fees.

Current ***Article VI: Restrictions*** of the Bylaws shall be amended at ***Section 20. Activities: Use of Lake Christi*** such that non-motorized watercraft or boats of less than eighteen [18] feet in length are permitted to be used upon Lake Christi so long as such watercraft or boats are not stored on the beach or any common area or backyards or otherwise visible outside of a unit within the development, to wit, it shall now read in pertinent detail,

Section 20. Activities; Use of Lake Christi. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the

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Melvin Phillip McCrae T20030019698
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Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner may swim on or in Lake Christi unless their unit is directly adjacent thereto. Non-motorized watercraft or boats of less than eighteen [18] feet in length are permitted to be used upon Lake Christi so long as such watercraft or boats are not stored on the beach or any common area or backyards or otherwise visible outside of a unit within the development. No Co-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 Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of 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, BB guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. Lake Christi is a limited common element only for use by unit numbers 1, 2, 3, 4, 5, 6, 7, 8, 34, 35, 36, 37, 38, and 39. There shall be no riparian uses of Lake Christi, such as erecting docks or mooring boats on areas designated and set aside as open space.

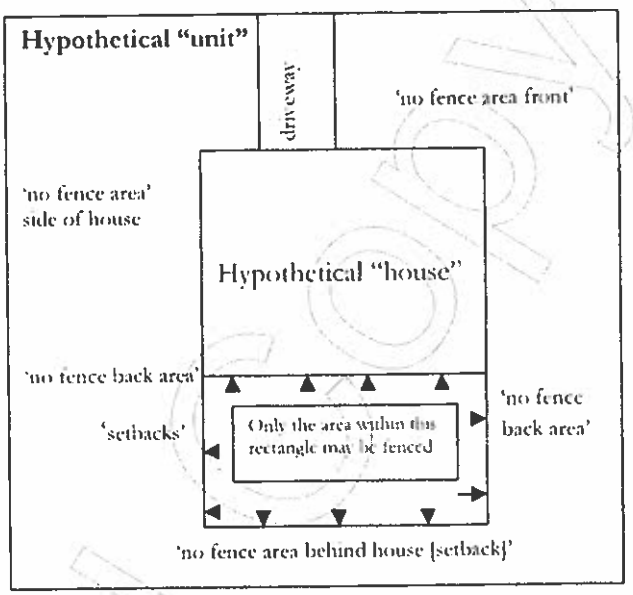
Current ***Article VI: Restrictions*** of the Bylaws shall be amended at ***Section 24. Grass*** such that each co-owner shall now be responsible for successfully growing grass within **six [6]** months of the issuance of a certificate of occupancy, to wit, it shall now read in pertinent detail,

Section 24. Grass. It shall be each Co-owner's responsibility to plant and successfully grow within six (6) months of issuance of the certificate of occupancy a front and side lawn consisting of grasses common to this geographic area, so long as weather is permitting. This duty shall be perpetual, thereafter, in order to maintain said lawn following the issuance of the certificate of occupancy, and following the first lawn growth, as contemplated immediately above, such that no front lawn area shall be permitted to die out or remain bare, unless under conditions of sever drought or construction where a permit has issued, for more than thirty (30) days.

No corner units may erect fencing.
No units on the water may erect fencing.

No fencing is permitted at the front or side portions of the unit or house.

Approved "**location**" of fencing is permitted only **directly behind houses**; not beyond either rear corner of the house; generally not at an angle greater than ninety degrees [90˚] from either rear corner. Subject to approval.



This regulation is to be construed together with the Bylaws. See Article VI Restrictions, Section 14 Fences as contained within Exhibit "A" to First Amendment to Fenton Orchards Home Site Condominium Plan # 274 Master Deed, Amendments to Bylaws. In the event of any conflict the Bylaws supersede these proposed regulatory guidelines. They are intended as a visual aid.

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Melvin Phillip McCree T20030019598
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Melvin Phillip McCree T20030019598
Genesee County Register RLM 59 INC

GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO 274 REPLAT NUMBER 1
EXHIBIT "B" TO THE MASTER DEED OF

FENTON ORCHARDS HOME SITE CONDOMINIUM

PART OF THE NORTHEAST QUARTER OF SECTION 12
AND THE SOUTHEAST QUARTER OF SECTION 1, FENTON TOWNSHIP,
GENESEE COUNTY, MICHIGAN

SURVEYOR
W. J. ANGUS AND ASSOCIATES
6462 W. SAGINAW STREET
HOLLY, MI 48442

ENGINEER
LAWRENCE ENGINEERING, PC
1545 N. LEROY STREET, SUITE C
FENTON, MI 48430

DEVELOPER
M-DEV, INC.
2850 FISHER ROAD
POWELL, MI 48049

INDEX

1 COVER SHEET
2 COMPOSITE PLAN & - LAWRENCE ENGINEERING, PC (LEPC)
3 COMPOSITE PLAN - (LEPC)
4 SURVEY PLAN - W. J. ANGUS AND ASSOCIATES (WJA)
5 SURVEY PLAN - W. J. ANGUS AND ASSOCIATES (WJA)
6 SURVEY PLAN - W. J. ANGUS AND ASSOCIATES (WJA)
7 SURVEY PLAN - W. J. ANGUS AND ASSOCIATES (WJA)
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20 SURVEY PLAN - W. J. ANGUS AND ASSOCIATES (WJA)

LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1 T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE ALONG THE NORTH LINE OF SAID SECTION 12, S 88° 17' 53" E, 1703.41 FEET; THENCE S 00° 28' 05" E, 662.27 FEET; THENCE S 88° 18' 13" E, 277.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 88° 18' 13" E, 1148.74 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 1; THENCE ALONG SAID EAST LINE, S 00° 09' 01" W, 683.88 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE S 83° 13' 29" W, 1199.45 FEET; THENCE N 28° 28' 44" W, 301.45 FEET; THENCE S 88° 09' 38" E, 93.44 FEET; THENCE N 19° 13' 15" E, 489.23 FEET; THENCE N 20° 17' 11" E, 225.98 FEET TO THE POINT OF BEGINNING, CONTAINING 17.39 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED.

INGRESS/EGRESS AND UTILITY EASEMENT FROM FENTON ROAD SERVING UNITS 109-133

A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1 T5N-R6E, FENTON TOWNSHIP GENESEE COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION, S 00° 03' 39" E, 1290.66 FEET TO A POINT ON THE CENTERLINE OF FENTON ROAD; THENCE ALONG SAID CENTERLINE, S 88° 18' 13" E, 1148.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING RADIUS 2462.00 FEET WITH CHORD BEARING N 40° 18' 18" E, 2.48 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 100 FEET WIDE STRIP OF LAND; THENCE S 49° 53' 04" E, 201.93 FEET TO THE POINT OF ENDING AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 66 FEET WIDE STRIP OF LAND; THENCE N 42° 31' 49" E, 949.89 FEET; THENCE 332.66 FEET ALONG A CURVE TO THE RIGHT HAVING RADIUS 275.00 FEET, WITH CHORD BEARING N 76° 52' 38" E, 312.33 FEET; THENCE N 31° 13' 27" E, 237.32 FEET; THENCE 182.67 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING N 06° 18' 15" E, 177.99 FEET; THENCE N 31° 17' 44" E, 93.14 FEET; THENCE 97.01 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 330.00 FEET, WITH CHORD BEARING N 37° 51' 26" E, 96.68 FEET; THENCE N 34° 37' 35" E, 70.80 FEET; THENCE 52.40 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS 170.00 FEET, WITH CHORD BEARING N 26° 18' 22" E, 52.20 FEET; THENCE N 21° 39' 08" E, 170.00 FEET; THENCE 386.67 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING N 39° 38' 37" E, 340.83 FEET; THENCE N 88° 18' 13" E, 157.91 FEET; THENCE S 00° 10' 00" E, 128.80 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 234.91 FEET, WITH CHORD BEARING S 71° 34' 22" E, 128.80 FEET; THENCE 117.80 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING S 39° 04' 28" E, 116.10 FEET; THENCE 99.00 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 377.07 FEET, WITH CHORD BEARING S 14° 39' 07" E, 98.71 FEET; THENCE S 07° 54' 21" E, 41.48 FEET; THENCE 404.00 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING S 65° 09' 26" W, 339.00 FEET; THENCE N 68° 54' 37" W, 180.58 FEET; THENCE 337.11 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING N 33° 37' 49" W, 295.45 FEET; THENCE N 00° 00' 00" E, 282.10 FEET TO THE POINT OF ENDING.

PROPOSED DATED FEBRUARY 28, 2003

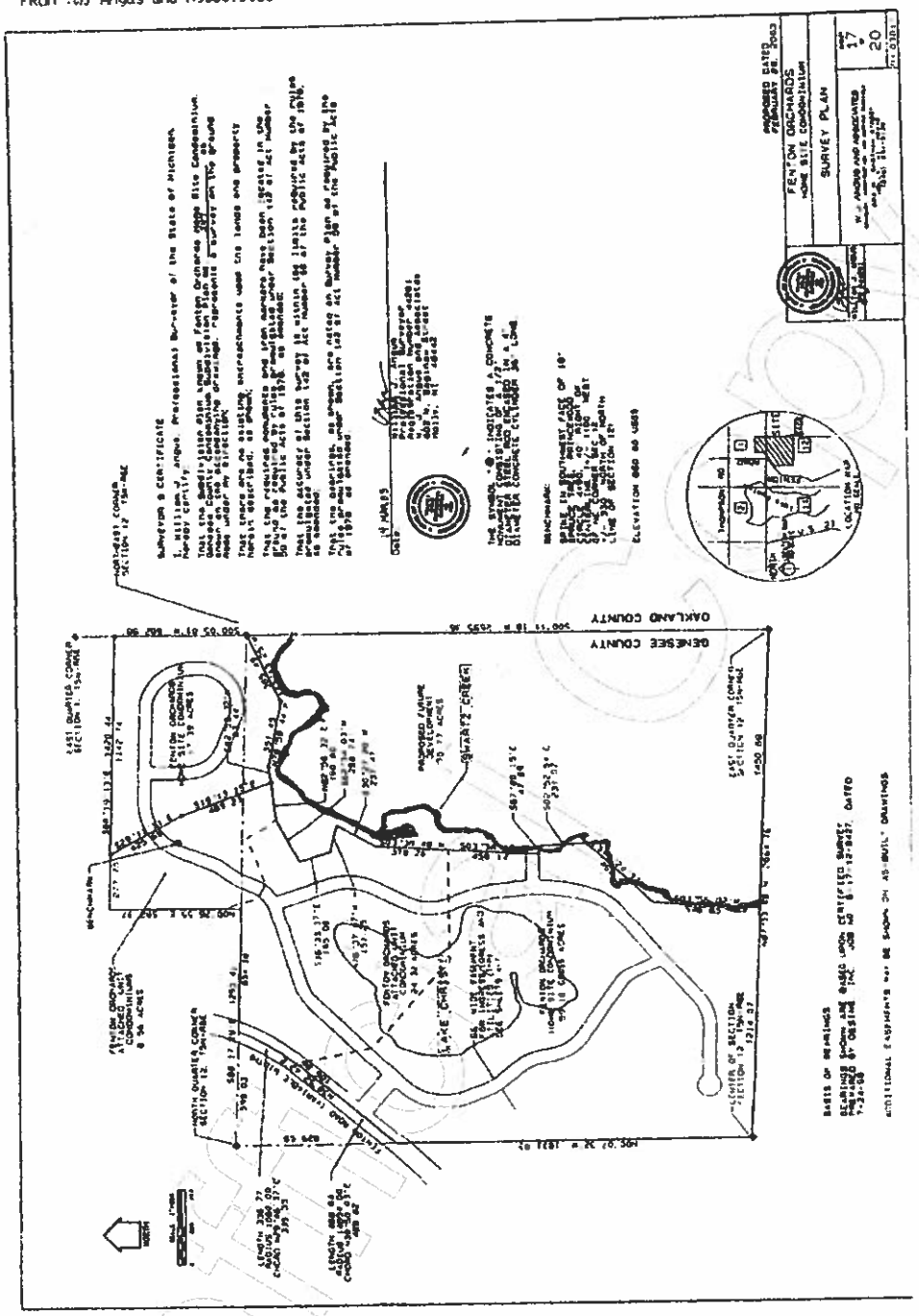
FENTON ORCHARDS
HOME SITE CONDOMINIUM

COVER SHEET

W. J. ANGUS AND ASSOCIATES

SHEET 1 OF 20

FROM :WJ Angus and Associates FAX NO. :2486345139 Mar. 15 2003 09:43AM P2



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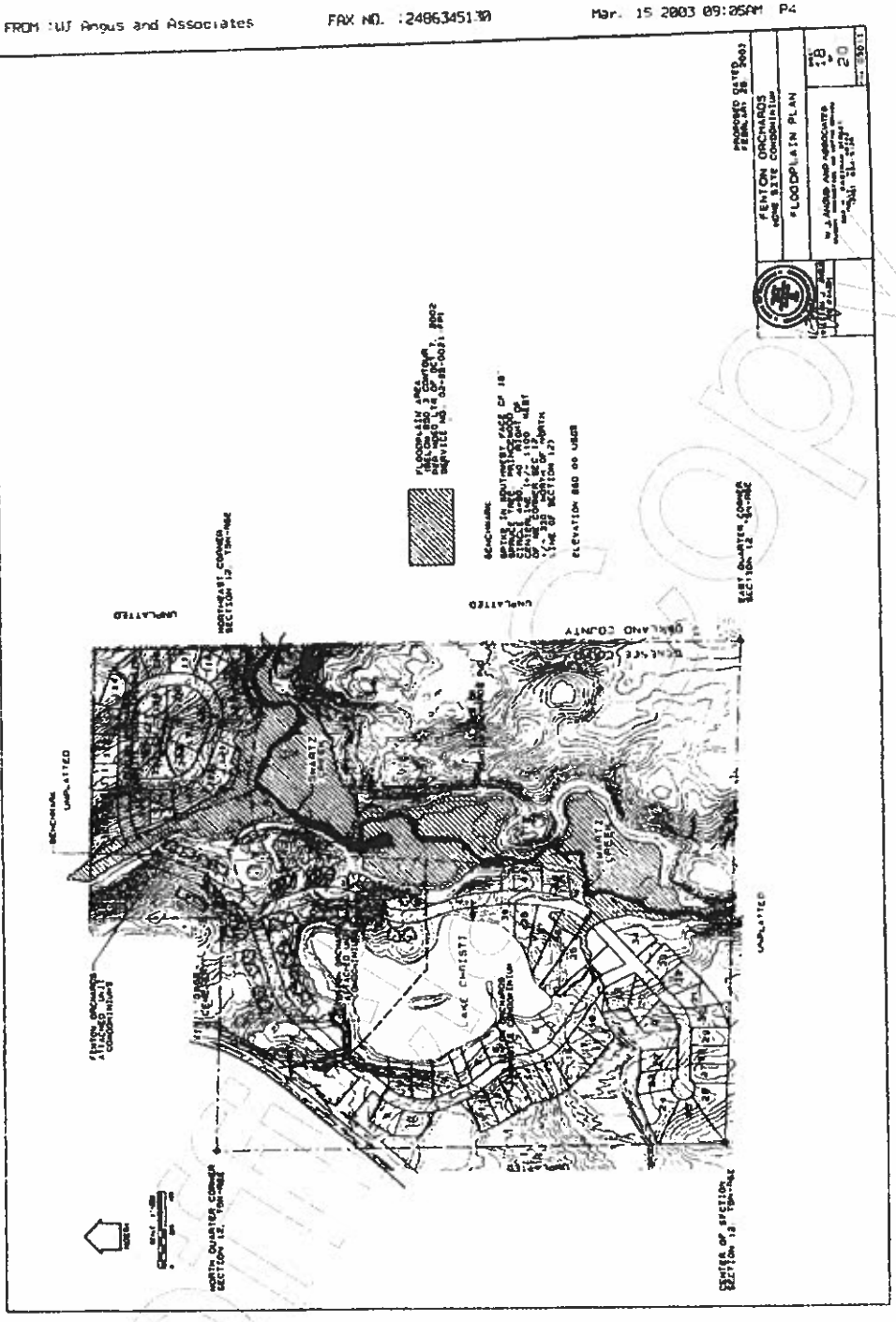
Genesee County Register MLM 59 INC



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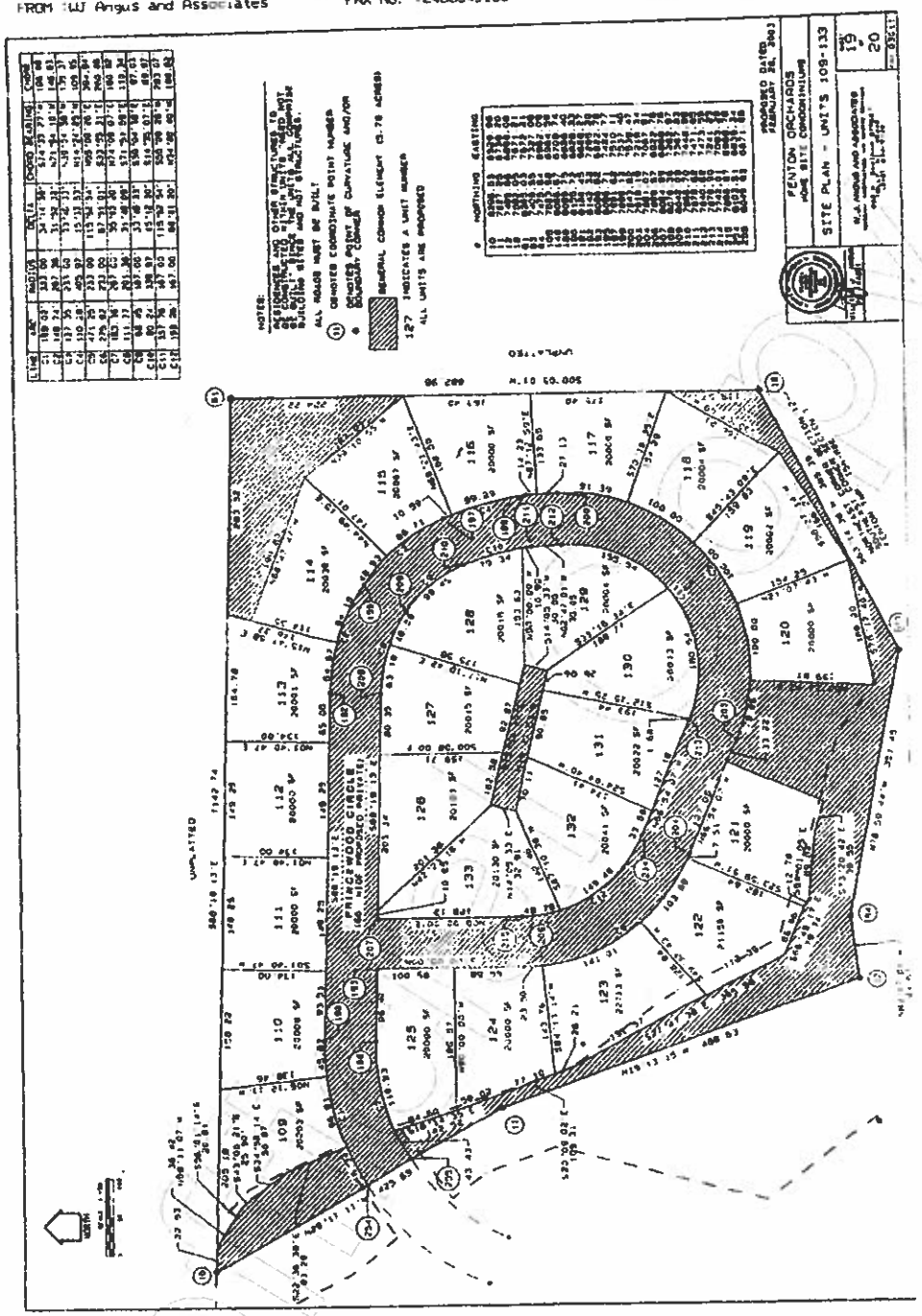

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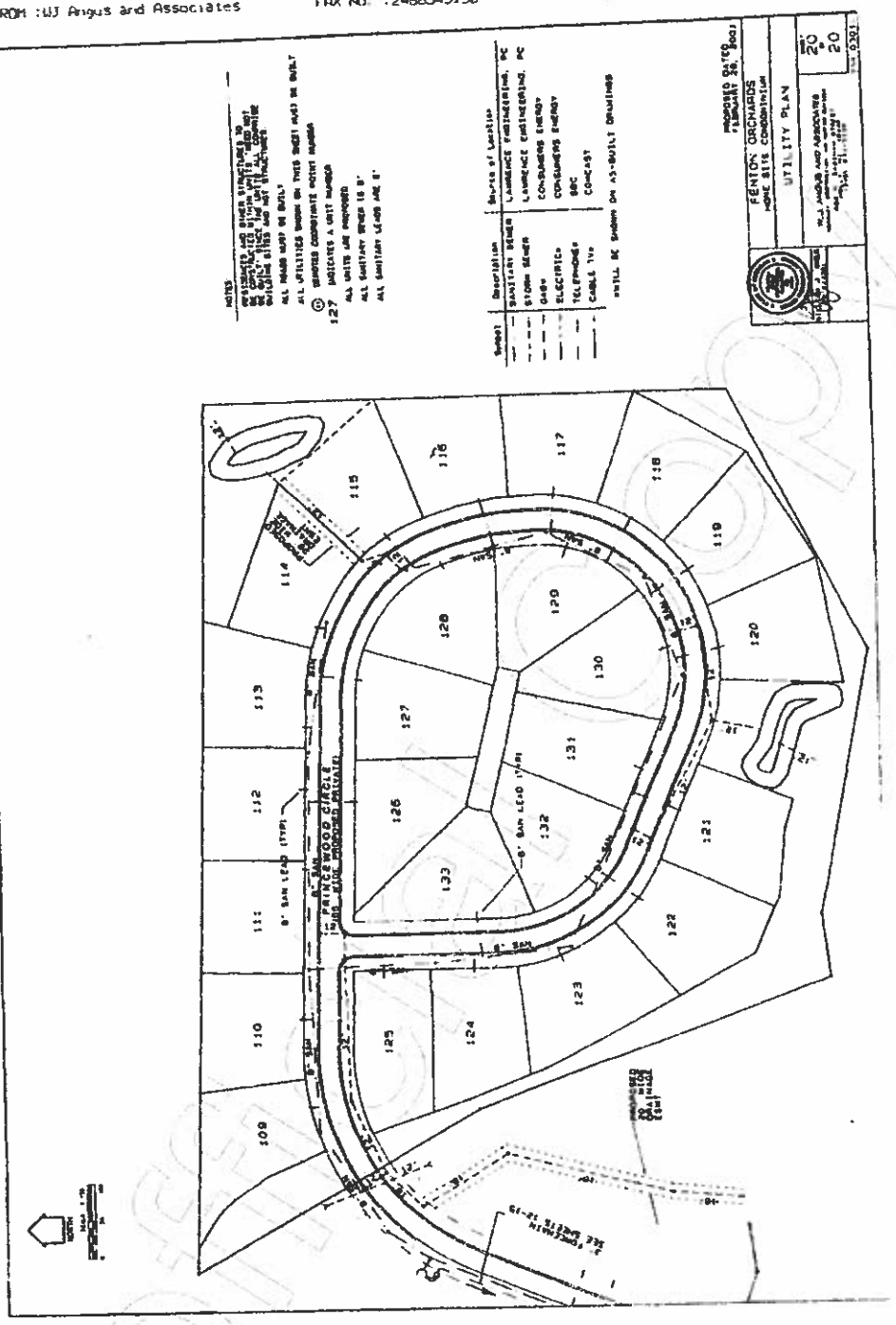

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