



2018R-019059
RECORDED ON
07/17/2018 02:44:21 PM
BRANDON DENBY
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 26.00
REMON: 4.00
PAGES: 17

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FOX RIDGE OF HARTLAND COMMUNITY

This First Amendment to Declaration of Covenants, Conditions and Restrictions for the Fox Ridge of Hartland Community (this "Amendment"), effective July 5, 2018, is made and executed by Fox Ridge of Hartland Community Association, a Michigan nonprofit corporation (the "Community Association"), with its registered office located at 3080 Orchard Lake Road, Suite J, Keego Harbor, MI 48320, and acknowledged and agreed to by MJC Fox Ridge LLC, a Michigan limited liability company ("MJC"), with its registered office located at 46600 Romeo Plank Road, Suite 5, Macomb, MI 48044.

BACKGROUND

A. Fox Ridge Homes, L.L.C., a Michigan limited liability company ("Fox Ridge Homes"), established (1) Fox Ridge I of Hartland pursuant to the Master Deed recorded in Liber 4721, Pages 168 et seq., Livingston County Records, Livingston County Condominium Subdivision Plan No. 331 ("Fox Ridge I"), and (2) Fox Ridge II of Hartland pursuant to the Master Deed recorded in Liber 4721, Pages 247 et seq., Livingston County Records, Livingston County Condominium Subdivision Plan No. 332 ("Fox Ridge II"). Fox Ridge I is legally described on Exhibit A. Fox Ridge II is legally described on Exhibit B. Fox Ridge I and Fox Ridge II are sometimes collectively referred to as "Fox Ridge."

B. Fox Ridge I was originally intended to be developed in multiple phases and, once fully developed, Fox Ridge I was to encompass approximately 12.53 acres of land containing 120 attached condominium units. Fox Ridge I, however, was ultimately developed to include only 5.6 acres of land containing 36 attached condominium units. The 6.903 acres of land that could have been, but was not, included in Fox Ridge I is sometimes referred to as the "Former Future Expansion Area of Fox Ridge I."

C. Fox Ridge II was originally intended to be developed in multiple phases and, once fully developed, Fox Ridge II was to encompass approximately 27.25 acres of land containing 148 attached condominium units. Fox Ridge II, however, was ultimately developed to include only 3.26 acres of land containing 18 attached condominium units. The 23.99 acres of land that could have been, but was not, included in Fox Ridge II, together with the Former Future Expansion Area of Fox Ridge I, are sometimes collectively referred to as the "Former Future Expansion Area." The Former Future Expansion Area is legally described on Exhibit C.

D. Fox Ridge I, Fox Ridge II and the Former Future Expansion Area are subject to a Declaration of Covenants, Conditions and Restrictions recorded in Liber 4721, Pages 141 et seq.,

Return to Susan Merritt
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

Livingston County Records (the "Declaration"), which Declaration was recorded by Fox Ridge Homes, and under the Declaration Fox Ridge I, Fox Ridge II and the Future Expansion Area are collectively referred to as the "Fox Ridge of Hartland Community."

E. After the completion of Fox Ridge I and Fox Ridge II, MJC acquired fee simple title (and continues to hold fee simple title as of the date of this Amendment) to the Former Future Expansion Area. MJC intends to develop the Former Future Expansion Area as a residential condominium development to be known as "Hunters Ridge at Hartland," which may contain a maximum of 208 units (the "planned units").

F. Under the Declaration, the Community Association is responsible for the administration of the "Common Facilities," as that term is defined in the Declaration. While amendments to the Master Deeds for Fox Ridge I and Fox Ridge II specify that the roads, walks, utility lines, pumps and sprinkler systems to be located within Hunters Ridge at Hartland were to be maintained by the Community Association as Common Facilities under the Declaration, the Declaration was never amended to indicate as such and the Declaration is otherwise ambiguous as to whether the Common Facilities include such items located within Hunters Ridge.

G. The Community Association desires to amend the Declaration to clarify the rights and obligations of the Community Association and the owners of land subject to the Declaration.

H. This Amendment has been approved by the requisite number of owners as required under Article XII of the Declaration.

I. Capitalized terms used but not defined in this Amendment shall have the meaning given them in the Declaration.

NOW THEREFORE, the Declaration is amended as follows:

1. Defined Terms. Notwithstanding anything to the contrary contained in the Declaration, (a) Hunters Ridge at Hartland shall not be deemed a "Condominium" as that term is defined in Article I, Section 2 of the Declaration, (b) any condominium units within Hunters Ridge at Hartland shall not be deemed a "Condominium Unit" as that term is defined in Article I, Section 3 of the Declaration, (c) any association established to administer Hunters Ridge at Hartland, including the Hunters Ridge at Hartland Condominium Association, a Michigan nonprofit corporation (the "Hunters Ridge at Hartland Condominium Association"), shall not be deemed a "Constituent Association" as that term is defined in Article I, Section 4 of the Declaration, (d) neither the Hunters Ridge at Hartland Condominium Association nor any co-owner of a condominium unit in Hunters Ridge at Hartland shall be deemed "Member" as that term is defined in Article I, Section 8 of the Declaration, and (e) any owners of condominium units within Hunters Ridge at Hartland shall not be deemed an "Owner" as that term is defined in Article I, Section 10 of the Declaration.

2. Maintenance, Repair and Replacement Responsibilities; Payment of Expenses.

A. Maintenance, Repair and Replacement Responsibilities.

(1) Items. Notwithstanding anything to the contrary contained in the Declaration but subject to the provisions contained in this Section, the following items (collectively referred to as the "Fox Ridge and Hunters Ridge Shared Items") located within Fox Ridge I, Fox Ridge II and/or Hunters Ridge at Hartland, shall be maintained, repaired, replaced and insured by the Community Association:

(a) Roads (but not including parking areas, drives solely serving the parking areas or driveways) (the "Roads");

(b) Sidewalks located immediately adjacent to the Roads (the "Sidewalks");

(c) Storm water drainage facilities including retention ponds (the "Storm Water Drainage Facilities"); and

(d) Entryway landscaping adjacent to Old U.S. 23 and landscaping located within median islands located within the Roads (the "Landscaping").

Notwithstanding the foregoing or anything to the contrary contained in the Declaration, the Community Association shall only be responsible for maintaining, repairing, replacing or insuring the Roads located within Hunters Ridge at Hartland once the Roads located within Hunter's Ridge at Hartland have been completed and all of the Roads located within Hunters Ridge at Hartland have been brought up to a standard at least consistent with the initial construction of such paved surfaces, curbs, storm systems and landscaping and in compliance with municipal design standards, if applicable and Certificates of Occupancy have been issued to 75% of the planned units that are ultimately included in Hunters Ridge at Hartland, it being understood that MJC must exercise its right to incorporate planned units within 6 years of recording the Hunters Ridge at Hartland Master Deed as provided in Section 32 of the Condominium Act. Notwithstanding the foregoing, if MJC determines it no longer desires to exercise its right to incorporate all of the planned units prior to the date that is 6 years from recording the Hunters Ridge at Hartland Master Deed, MJC will provide written notice to the Association of its determination not to incorporate all of the planned units ("Notice of Determination") and the number of units "that are ultimately included in Hunters Ridge at Hartland" shall be the number of units incorporated into Hunters Ridge at Hartland as of the date of the Notice of Determination, with any Community Association obligation to undertake the maintenance, repair, replacement or insuring of the Roads located within Hunters Ridge at Hartland not beginning until the later of (x) the date that is 60 days after the date of the Notice of Determination or (y) the date that Certificates of Occupancy have been issued to 75% of the planned units included in Hunters Ridge at Hartland as of the date of the Notice of Determination. The Hunters Ridge at Hartland Condominium Association shall be responsible for maintaining, repairing, replacing and insuring the Roads located within Hunters Ridge at Hartland until such time as the Community Association is obligated to undertake the maintenance, repair, replacement and insuring of the Roads located within Hunter's Ridge at Hartland as determined in this Section.

(2) Level of Responsibility Performance. The Community Association's insurance, maintenance, repair and replacement obligations with respect to the Fox Ridge and Hunters Ridge Shared Items shall include, without limitation, the following (which collectively are referred to as the "Maintenance, Repair and Replacement Responsibilities"):

(a) maintenance (including, without limitation, snow removal), repair and replacement of the paved surfaces (including curbs) of the Roads and Sidewalks such that those surfaces are relatively smooth and passable (with no known hazardous conditions);

(b) removal of all papers, debris, filth, refuse, snow, and ice from the Roads as reasonably required;

(c) obtaining and keeping in force liability insurance with a combined single limit in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for property damage, bodily injury or death relating to the Fox Ridge and Hunters Ridge Shared Items, with such policy being endorsed to include the Hunters Ridge at Hartland Condominium Association as an additional insured; and

(d) maintenance, repair and replacement of all Landscaping (but not including project signage, which shall remain the responsibility of the condominium development for which such signage is associated).

The Maintenance, Repair and Replacement Responsibilities shall be to a standard at least consistent with the initial construction of such paved surfaces, curbs, storm systems and landscaping and in compliance with municipal design standards, if applicable. All costs and expenses associated with the Maintenance, Repair and Replacement Responsibilities are referred to as the "Maintenance, Repair and Replacement Costs," and the Maintenance, Repair and Replacement Costs shall be paid in accordance with the provision set forth in subsection B below.

B. Payment of Expenses. Subject to subsection "C" below, the costs and expenses associated with the Maintenance, Repair and Replacement Costs shall be apportioned as follows:

(1) Roads within Fox Ridge.

(a) Repairs and Replacement of Roads within Fox Ridge Prior to First Full Replacement. The proportionate share of any repair and replacement costs associated with the Roads located within Fox Ridge shall be apportioned utilizing the following formula: the total projected repair or replacement cost for a repair or replacement project (the "Total Projected Fox Ridge Repair or Replacement Cost") shall be divided by the number of original estimated useful life years for the Roads, with the result being referred to as the "Fox Ridge Estimated Useful Life Yearly Amount." The Hunters Ridge at Hartland Condominium Association will pay a proportion of the repair and replacement cost based on each year (or any portion of a year) of its use of the Roads within Fox Ridge, which use shall be deemed to begin on the date the Hunters Ridge at Hartland Master Deed is recorded. The total Fox Ridge Estimated Useful Life Yearly Amount that

accounts for the Hunters Ridge at Hartland Condominium Association's use of the Roads will be subject to each party paying its proportionate share of that total sum, with each party's proportionate share of that total sum being determined as follows (with the following being referred to as the "Sharing Ratio"): (i) with respect to Fox Ridge, the ratio of the total number of condominium units located within Fox Ridge (54) to the total number of condominium units located within Fox Ridge (54) plus the number of "Completed Hunters Ridge Units" at the time the applicable expense is incurred, and (ii) with respect to the Hunters Ridge at Hartland Condominium Association, the ratio of the Completed Hunters Ridge Units at the time the applicable expense is incurred to the total number of condominium units located within Fox Ridge (54) plus the number of Completed Hunters Ridge Units at the time the applicable expense is incurred. "Completed Hunters Ridge Units" means an individual residential condominium unit located within Hunters Ridge at Hartland for which a Certificate of Occupancy has been issued by the Township of Hartland. The remaining balance of the Total Projected Fox Ridge Replacement Cost will remain the sole responsibility of Fox Ridge I and Fox Ridge II and Hunter's Ridge at Hartland Association shall have no obligation or responsibility to pay such remaining balance.

(b) Replacement of Roads within Fox Ridge after the First Total Replacement. Once the Roads located within Fox Ridge have been fully replaced, each party shall pay its proportionate share of the cost of replacing the Roads within Fox Ridge, with each party's proportionate share being determined in accordance with the Sharing Ratio.

(c) Insurance and Maintenance of Roads within Fox Ridge. Beginning on the date the Hunters Ridge at Hartland Master Deed is recorded, each party shall pay its proportionate share of the cost of insuring and maintaining the Roads located within Fox Ridge, with each party's proportionate share being determined in accordance with the Sharing Ratio.

(d) Construction Activity. Notwithstanding the foregoing, if any of the Roads located within Fox Ridge are, as a result of MJC construction activity, damaged or subjected to wear and tear above that which would occur with normal residential use, then the costs of repair and replacement of those portions of the Roads located within Fox Ridge so affected shall be borne entirely by MJC.

(2) Insurance, Maintenance, Repair and Replacement of Roads within Hunters Ridge at Hartland. The Hunters Ridge at Hartland Condominium Association shall be solely responsible for paying the cost of maintaining, repairing, replacing and insuring the Roads located within Hunters Ridge at Hartland until such time as the Roads located within Hunter's Ridge at Hartland have been completed and Certificates of Occupancy have been issued to at least 75% of the planned units in Hunters Ridge at Hartland as determined in accordance with the last paragraph of Section 2(A)(1) above. Once the Roads located within Hunter's Ridge at Hartland have been completed and Certificates of Occupancy have been issued to at least 75% of the planned units in Hunters Ridge at Hartland as determined in accordance with the last paragraph of Section 2(A)(1) above, each party shall pay its proportionate share of the cost of insuring, maintain, repairing and replacing the Roads within Hunters Ridge at Hartland, with each party's proportionate share being determined in accordance with the Sharing Ratio.

(3) Insurance, Maintenance, Repair and Replacement of Landscaping, Sidewalks, Storm Water Drainage Facilities. Beginning on the date the Hunters Ridge at Hartland Master Deed is recorded, each party shall pay its proportionate share of the cost of insuring, maintaining, repairing and replacing the Landscaping, Sidewalks and Storm Water Drainage Facilities, with each party's proportionate share being determined in accordance with the Sharing Ratio.

(4) Payment of Expenses by MJC Prior to Completion of First Completed Hunters Ridge Unit. Notwithstanding anything to the contrary contained in this Amendment, within ten (10) business days of the earlier of the date (the "Commencement Date") that MJC (a) begins excavating to create a foundation for the first Hunters Ridge at Hartland Unit, or (b) installs its commercial marketing signs, flags or billboards at the Fox Ridge entryway adjacent to Old U.S. 23, MJC shall pay to the Community Association the sum of seven-thousand five hundred dollars and 00/100 (\$7,500.00), which sum shall be utilized by the Community Association towards the maintenance of Ridge Run Street (such maintenance to include snow removal and de-icing), and the maintenance, repair and replacement of the Landscaping (including, without limitation, fertilizing), for the period covering twelve months from the Commencement Date. If MJC has not completed the first Completed Hunters Ridge Unit by the first anniversary of the Commencement Date, MJC will pay the Community Association six hundred twenty-five and 00/100 dollars (\$625.00) per month until such time that MJC completes the first Completed Hunters Ridge Unit. Once MJC completes the first Completed Hunters Ridge Unit, MJC shall have no further obligation to make payments under this Section 2B(4), and the Hunters Ridge at Hartland Condominium Association shall be obligated to begin its payment of expenses pursuant to Section 2B(1) and in accordance with the Sharing Ratio. Except as otherwise expressly set forth in this Amendment, neither MJC nor Hunters Ridge at Hartland Condominium Association shall have any obligation to make any additional payments to the Community Association prior to MJC completing the first Completed Hunters Ridge Unit and relating to the Fox Ridge and Hunters Ridge Shared Items.

C. Advance Budget; Bids; Payment.

(i) Notwithstanding the foregoing or anything to the contrary contained in this Amendment, in each year that the Hunters Ridge at Hartland Condominium Association is required to pay a proportionate share of expenses to the Community Association, the Community Association shall prepare and forward to Hunters Ridge at Hartland Condominium Association a budget at least seventy-five (75) days in advance of each calendar year and such budget shall project all Maintenance, Repair and Replacement Costs for the forthcoming year. Hunters Ridge at Hartland Condominium Association shall have thirty (30) days from its receipt of the proposed budget to object in writing to any proposed cost or expense set forth in the budget. If Hunters Ridge at Hartland Condominium Association does not provide a written approval or objection for any cost or expense, such cost or expense shall be deemed to have been approved by Hunters Ridge at Hartland Condominium Association. If a written objection is made and if, within thirty (30) days of the Community Association's receipt of any such written objection, the parties are unable to reach an agreement with respect to any such proposed cost or expense, then the dispute shall be resolved pursuant to mediation, arbitration or by court action (it being understood that the Resolution of Disputes provisions contained in Article XVI of the Declaration only apply to the

Constituent Associations and that mediation and arbitration among the Constituent Associations and Hunters Ridge at Hartland Condominium Association are remedies requiring the consent of both parties).

(ii) Subject to the foregoing, the approved budgeted costs shall be allocated pursuant each party's proportionate share as determined in accordance with the Sharing Ratio, and the amounts so allocated shall be paid to the Community Association in quarterly installments during the applicable calendar year, with such quarterly installments being payable on January 1, April 1, July 1 and October 1 of each year. Within sixty (60) days after the end of each calendar year, the Community Association shall deliver to the Hunters Ridge at Hartland Condominium Association a written statement certifying the actual maintenance, repair and replacement costs and expenses for the prior calendar year along with copies of all invoices evidencing such costs and expenses. If the proportionate share of the total maintenance, repair and replacement costs and expenses paid by the Community Association for any such calendar year shall be less than the actual amount paid by the Hunters Ridge at Hartland Condominium Association for such year, the Hunters Ridge at Hartland Condominium Association shall pay to Community Association the difference between the proportionate amount paid and the actual proportionate amount incurred within ninety (90) days after written demand by the Community Association. If the proportionate share of the maintenance, repair, replacement and insurance costs and expenses paid by the Hunters Ridge at Hartland Condominium Association for any such calendar year exceeds the actual proportionate amount incurred by the Community Association, then such excess shall be credited against the next quarterly installment(s) due from the Hunters Ridge at Hartland Condominium Association to the Community Association. If the Hunters Ridge at Hartland Condominium Association fails to pay the Community Association as provided in this Section, the Community Association shall have the right to file a lien against each condominium unit located within Hunters Ridge at Hartland for such condominium unit's proportionate share of the unpaid Maintenance, Repair and Replacement Cost, and the Community Association may enforce such lien in accordance with the provisions of the Declaration.

D. Remedies and Self-Help. In the event the Community Association fails to maintain, repair or replace, or take actions toward resolving any maintenance, repair or replacement issues relating to its Maintenance, Repair and Replacement Responsibilities in a manner consistent with the terms of this Amendment, then the Hunters Ridge at Hartland Condominium Association shall have the right (but not the obligation), upon fourteen (14) days written notice to the Community Association, to perform such maintenance, repair or replacement work, unless the Community Association has cured or taken steps to cure any maintenance, repair or replacement deficiencies within fourteen (14) days of receiving such written notice. If the Community Association has not cured or taken steps to cure any maintenance, repair or replacement deficiencies within such fourteen (14) days, the Hunters Ridge at Hartland Condominium Association shall have the right, and shall have all necessary easements in furtherance thereof, to perform such maintenance, repair or replacement. The Community Association shall promptly reimburse the Hunters Ridge at Hartland Condominium Association for its proportionate share of all of the maintenance, repair and replacement costs and expenses incurred by the Hunters Ridge at Hartland Condominium Association in performing such maintenance, repair or replacement work to the extent that such costs and expenses are not objectionable (to the extent such costs and expenses are objectionable, the parties shall follow the

dispute procedure set forth in Subsection C above), and all costs and expenses incurred shall be allocated in accordance with Subsection B above.

3. Community Recreational Facilities. Notwithstanding anything to the contrary contained in the Declaration, the co-owners of condominium units within Hunters Ridge at Hartland and other users of Hunters Ridge at Hartland do not have any easement or use rights to the Community Recreational Facilities under the Declaration.

4. Community Association Assessments. Notwithstanding anything to the contrary contained in the Declaration, except for the cost-sharing provisions contained in Section 2, above, neither the co-owners of condominium units within Hunters Ridge at Hartland, the Hunters Ridge at Hartland Condominium Association nor any other users of property located within Hunters Ridge at Hartland shall have any obligation to pay assessments (as set forth in Article V of the Declaration) or any other charges, costs or expenses under the Declaration, and the Community Association shall not have any lien rights against units located within Hunters Ridge at Hartland. The foregoing provisions do not address or otherwise affect the obligations of co-owners of Units within Fox Ridge I or Fox Ridge II to pay assessments and other charges under the Declaration.

5. Commercial Signs, Flags and Billboards. Notwithstanding anything to the contrary contained in the Declaration, MJC shall have the right to maintain commercial marketing signs, flags and billboards, illuminated or otherwise, at the Fox Ridge entryway adjacent to Old U.S. 23 (which signs shall not block or otherwise obscure the view of any Fox Ridge signage) until such time that MJC has sold all planned units in Hunters Ridge at Hartland as determined in accordance with the last paragraph of Section 2(A)(1) above to third-party purchasers. MJC shall be solely responsible for maintaining such signs, flags and billboards, if any, in good condition and repair, and MJC shall be permitted to remove ornamental grasses to the extent reasonably necessary for the installation of its commercial signs, flags or billboards. Upon removal of such signs, flags, and billboards, MJC shall be responsible for returning all landscaping, grass, ornamental grass, flowers etc. removed by MJC in connection with such signs, flags, and billboards to conditions consistent with the initial construction. Any such commercial signs, flags or billboards may be double-sided and may be illuminated via low voltage "up lighting," but no signs shall be larger than 45 square feet on any one side. MJC shall seek to have a separate electrical meter installed to service this low voltage up lighting and shall be responsible for all costs associated with the separately metered electrical service. If MJC is not able to procure the installation of a separate electrical meter, MJC shall be permitted to utilize the existing electrical facilities that service the Fox Ridge entryway and MJC shall be responsible for reimbursing the Community Association for the electrical costs incurred and associated with the low voltage up lighting as may be reasonably determined by the Community Association, with such reimbursement being made within thirty (30) days of MJC's receipt of a written statement reflecting the requested reimbursement amount along with copies of all invoices evidencing such costs. In the event MJC fails to maintain its signs in good condition or repair, or to return to sufficient condition any landscaping, grass, ornamental grass, flowers, etc., that MJC removed, then the Community Association has the right (but not the obligation), upon fourteen (14) days written notice to the MJC, to perform such maintenance work or otherwise remove and dispose of such signs and/or repair/replace MJC-altered landscaping, unless MJC has cured or taken steps to cure any maintenance deficiencies within fourteen (14) days of receiving such written notice. MJC shall promptly reimburse the Community Association for all reasonable

costs and expenses incurred by the Community Association in performing such maintenance, removal, or replacement, as applicable.

6. Binding Affect. All covenants, easements and conditions contained in this Amendment shall run with the land and shall inure to the benefit and be binding upon the parties hereto and each subsequent holder of any interest in any portion of Hunters Ridge at Hartland, Fox Ridge I or Fox Ridge II and their grantees, mortgagees, successors, representatives and assigns, with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the aforementioned parcels or any part thereof.

7. Severability. The illegality, invalidity or unenforceability under law of any provision in this Amendment shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Amendment.

8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Michigan.

9. Counterparts. This Agreement may be executed in separate counterparts, and shall be valid as though it were a single document signed by all parties.


10. Notices. All notices or statements pursuant to this Agreement shall be delivered to the recipient party as set forth below (or at such different address as a party shall subsequently designate by written notice to the other party) by any of the following methods (and shall be deemed given or delivered): (i) hand delivery (upon delivery), (ii) registered or certified mail, return receipt requested (three (3) days after postmark) or (iii) recognized overnight courier service (one (1) day after deposit with such service). Notices to the Community Association must be sent to 3080 Orchard Lake Road, Suite J, Keego Harbor, MI 48320. Notices to the Hunters Ridge at Hartland Condominium Association must be sent to 46600 Romeo Plank Road, Suite 5, Macomb, MI 48044.

11. Amendments; Conflicts in Terms. Any amendment to the Declaration relating to Hunter's Ridge, the Hunters Ridge at Hartland Condominium Association, or the rights or obligations of co-owners or units within Hunter's Ridge shall require the approval of 2/3rds of all Co-owners in Hunters Ridge and 2/3rds of all Co-owners in Fox Ridge I and Fox Ridge II. In the event any provision in this Amendment conflicts with any provision of the Declaration, this Amendment shall control.

[Signatures on Following Page]

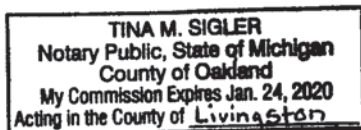
The Community Association has caused this Amendment to be executed the day and year first above written.

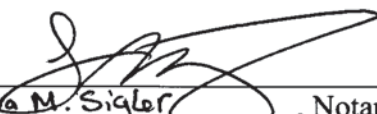
Fox Ridge of Hartland Community Association, a
Michigan nonprofit corporation

By: 
Name: GEORGE BRACCO
Title: President

STATE OF MICHIGAN)
) SS:
COUNTY OF Livingston)

On this 2nd day of July, 2018, the foregoing Amendment was acknowledged before
me by George Bracco, the President of Fox Ridge of Hartland Community
Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.



, Notary Public
Oakland County, Michigan
Acting in Livingston County, Michigan
My Commission Expires: 01/24/2020

Acknowledged and agreed to:

MJC Fox Ridge LLC, a Michigan limited liability company

By: _____
Name: _____
Its: _____

Document drafted by and when recorded return to:
Stephen M. Guerra, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

The Community Association has caused this Amendment to be executed the day and year first above written.

Fox Ridge of Hartland Community Association, a
Michigan nonprofit corporation

By: _____
Name: _____
Title: President

STATE OF MICHIGAN

)
) SS:

COUNTY OF _____

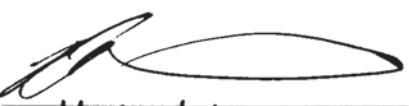
)

On this ____ day of _____, 2018, the foregoing Amendment was acknowledged before me by _____, the President of Fox Ridge of Hartland Community Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Acknowledged and agreed to:

MJC Fox Ridge LLC, a Michigan limited liability company

By: 
Name: Michael A. Chirco
Its: Manager

Document drafted by and when recorded return to:
Stephen M. Guerra, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

STATE OF MICHIGAN)
) SS
COUNTY OF Macomb)

On this 5 day of July, 2018, the foregoing Master Deed was acknowledged before
me by Michael A. Chirco Manager of MJC Fox Ridge LLC,
a Michigan limited liability company, on behalf of and by authority of the company.

Allyssa Carmella Bartolomeo
Allyssa Carmella Bartolomeo, Notary Public
Macomb County, Michigan
Acting in Macomb County, Michigan
My Commission Expires: 03/07/2024


STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

1. I am the Board President of Fox Ridge of Hartland Community Association, the corporation named in and which executed the First Amendment to Declaration of Covenants, Conditions and Restrictions for the Fox Ridge of Hartland Community (the "First Amendment to Declaration").
2. The First Amendment to Declaration was submitted to all Co-owners of Units in Fox Ridge I of Hartland and Fox Ridge II of Hartland for the purpose of voting on the document. More than two-thirds of the Co-owners entitled to vote in Fox Ridge I of Hartland approved the First Amendment to Declaration and more than two-thirds of the Co-owners entitled to vote in Fox Ridge II of Hartland approved the First Amendment to Declaration.
3. The records of the Co-owner consents are maintained at the offices of Fox Ridge of Hartland Community Association.


[signature]

GEORGE BRACCO
[print name]

Acknowledged, subscribed and sworn to before
me this 2nd day of July, 2018.



Tina M. Sigler Notary Public
Oakland County, Michigan
Acting in Livingston County
My Commission Expires: 01/24/2020

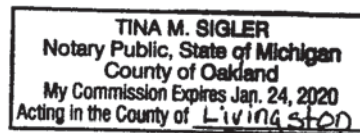


EXHIBIT A
FOX RIDGE I LEGAL DESCRIPTION

Commencing at the Southwest corner of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan; thence N02°38'53"W 1195.53 feet along the West line of said Section 21; thence N53°19'16"E 2.48 feet; thence N86°07'19"E 455.97 feet for a PLACE OF BEGINNING; thence N05°22'58"E 135.71 feet; thence 89.14 feet along the arc of a 669.00 foot radius non-tangential circular curve to the left, with a central angle of 07°38'03", having a chord which bears S89°56'19"W 89.07 feet; thence S86°07'18"W 96.10 feet; thence N03°52'42"W 32.00 feet; thence along the Southerly line of "Fox Ridge II of Hartland", Livingston County Condominium Subdivision Plan No. 332, the following nine courses: (1) N86°07'18"E 96.10 feet, (2) 238.03 feet along the arc of a 701.00 foot radius circular curve to the right, with a central angle of 19°27'19", having a chord which bears N84°09'03"E 236.89 feet, (3) 221.66 feet along the arc of a 649.00 foot radius reverse curve to the left, with a central angle of 19°34'06", having a chord which bears S84°12'28"E 220.58 feet, (4) N86°00'28"E 123.92 feet, (5) 44.87 feet along the arc of a 27.00 foot radius circular curve to the left, with a central angle of 95°12'39", having a chord which bears N38°24'13"E 39.88 feet, (6) N81°30'42"E 32.00 feet, (7) 6.79 feet along the arc of a 301.00 foot radius non-tangential circular curve to the right, with a central angle of 01°17'33", having a chord which bears S08°28'43"E 6.79 feet, (8) 40.60 feet along the arc of a 27.00 foot radius reverse curve to the left, with a central angle of 86°09'04", having a chord which bears S50°54'45"E 36.88 feet, and (9) N86°00'26"E 130.98 feet; thence S03°59'31"E 386.92 feet along the Westerly Right-of-Way line of Whitmore Lake Road (Old U.S. 23) (200 feet wide); thence S86°00'30"W 132.01 feet; thence N03°59'31"W 10.76 feet; thence S86°00'30"W 196.40 feet; thence N03°59'31"W 82.60 feet; thence S85°59'16"W 321.64 feet; thence N04°00'44"W 199.49 feet; thence S86°07'19"W 75.12 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 21.

EXHIBIT B
FOX RIDGE II LEGAL DESCRIPTION

Commencing at the Southwest corner of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan; thence N02°38'53"W 1567.24 feet along the West line of said Section 21; thence N87°21'07"E 100.98 feet for a PLACE OF BEGINNING; thence N69°24'16"E 160.82 feet; thence S63°11'39"E 226.45 feet; thence S86°38'55"E 315.39 feet; thence S72°03'33"E 129.94 feet; thence N20°21'17"E 67.67 feet; thence N44°25'20"E 40.99 feet; thence 191.49 feet along the arc of a 301.00 foot radius non-tangential curve to the right, with a central angle of 36°26'59", having a chord which bears S27°20'59"E 188.27 feet; thence along the Northerly line of "Fox Ridge I of Hartland", Livingston County Condominium Subdivision Plan No. 331, the following eight courses: (1) S81°30'42"W 32.00 feet, (2) 44.87 feet along the arc of a 27.00 foot radius non-tangential circular curve to the right, with a central angle of 95°12'39", having a chord which bears S38°24'13"W 39.88 feet, (3) S86°00'28"W 123.92 feet, (4) 221.66 feet along the arc of a 649.00 foot radius circular curve to the right, with a central angle of 19°34'06", having a chord which bears N84°12'28"W 220.58 feet, (5) 238.03 feet along the arc of a 701.00 foot radius reverse circular curve to the left, with a central angle of 19°27'19", having a chord which bears N84°09'03"W 236.89 feet, (6) S86°07'18"W 96.10 feet, (7) N03°52'42"W 25.00 feet, and (8) S86°07'18"W 129.00 feet; thence N22°16'53"W 180.48 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 21.

EXHIBIT C
FORMER FUTURE EXPANSION AREA LEGAL DESCRIPTION

Commencing at the Southwest corner of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan; thence N02°38'53"W 1195.53 feet along the West line of said Section 21 for a PLACE OF BEGINNING; thence S53°19'16"W 367.60 feet; thence S86°03'24"W 696.00 feet; thence N37°48'05"E 308.18 feet; thence N02°38'46"W 180.17 feet; thence along the Southerly line of Proposed Future Development Area of "Fox Ridge II of Hartland", Livingston County Condominium Subdivision Plan No. 332, the following twelve courses: (1) N87°21'14"E 76.75 feet, (2) S65°18'35"E 170.42 feet, (3) S30°43'46"E 115.49 feet and (4) S86°30'10"E 89.73 feet, (5) N88°31'26"E 32.00 feet, (6) S01°38'13"E 3.04 feet, (7) 46.94 feet along the arc of a 27.00 foot radius non-tangential circular curve to the left, with a central angle of 99°36'59", having a chord which bears S51°27'11"E 41.25 feet, (8) 164.03 feet along the arc of a 284.00 foot radius compound curve to the left, with a central angle of 33°05'32", having a chord which bears N62°11'06"E 161.76 feet, (9) 375.18 feet along the arc of a 531.00 foot radius reverse curve to the right, with a central angle of 40°28'55", having a chord which bears N65°52'51"E 367.42, (10) N86°07'18"E 39.67 feet, (11) N03°52'42"W 25.00 feet, (12) N86°07'18"E 129.00 feet; thence S03°52'42"E 57.00 feet; thence N86°07'18"E 96.10 feet; thence 89.14 feet along the arc of a 669.00 foot radius circular curve to the right, with a central angle of 07°38'03", having a chord which bears N89°56'19"E; thence S05°22'58"W 135.71 feet; thence S86°07'19"W 455.97 feet; thence S53°19'16"W 2.48 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 21 and the Southeast 1/4 of Section 20, T3N, R6E, Hartland Township, Livingston County, Michigan

AND

Commencing at the Southwest corner of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan; thence N02°38'53"W 1354.37 feet along the West line of said Section 21 for a PLACE OF BEGINNING; thence along the Northerly line of Proposed Future Development Area of "Fox Ridge I of Hartland", Livingston County Condominium Subdivision Plan No. 331, the following nine courses: (1) 251.22 feet along the arc of a 531.00 foot radius non-tangential circular curve to the left, with a central angle of 27°06'23", having a chord which bears S59°11'35"W 248.88 feet, (2) 164.03 feet along the arc of a 284.00 foot radius reverse curve to the right, with a central angle of 33°05'32", having a chord which bears S62°11'06"W 161.76 feet, (3) 46.94 feet along the arc of a 27.00 foot radius compound curve to the right, with a central angle of 99°36'59", having a chord which bears N51°27'11"W 41.25 feet, (4) N01°38'13"W 3.04 feet, (5) S88°31'26"W 32.00 feet, (6) N86°30'10"W 89.73 feet, (7) N30°43'46"W 115.49 feet, (8) N65°18'35"W 170.42 feet and (9) S87°21'14"W 76.75 feet; thence N02°38'46"W 88.33 feet; thence S86°10'04"W 209.85 feet; thence N03°37'43"W 174.16 feet; thence N79°07'16"E 134.18 feet; thence S89°03'24"E 255.25 feet; thence N74°13'39"E 295.72 feet; thence N81°50'03"E 351.57 feet; thence N03°59'31"W 261.80 feet; thence N84°26'20"E 1158.54 feet; thence S03°59'31"E 754.15 feet along the Westerly Right-of-Way line of Whitmore Lake Road (Old US-23)(200 feet wide); thence the following three courses along the Northerly line of said "Fox Ridge I of Hartland": (1)) S86°00'26"W 130.98 feet, (2) 40.60 feet along the arc of a 27.00 foot radius reverse curve to the left, with a central angle of 86°09'04", having a chord which bears N50°54'45"W 36.88 feet, (3) 6.79 feet along the arc of a 301.00 foot radius non-tangential circular

curve to the right, with a central angle of $01^{\circ}17'33''$, having a chord which bears $N08^{\circ}28'43''W$ 6.79 feet; thence 191.49 feet along the arc of a 301.00 foot radius circular curve to the left, with a central angle of $36^{\circ}26'59''$, having a chord which bears $N27^{\circ}20'59''W$ 188.27 feet; thence $S44^{\circ}25'20''W$ 40.99 feet; thence $S20^{\circ}21'17''W$ 67.67 feet; thence $N72^{\circ}03'33''W$ 129.94 feet; thence $N86^{\circ}38'55''W$ 315.39 feet; thence $N63^{\circ}11'39''W$ 226.45 feet; thence $S69^{\circ}24'16''W$ 160.82 feet; thence $S22^{\circ}16'53''E$ 180.48 feet; thence $S03^{\circ}52'42''E$ 25.00 feet; thence $S86^{\circ}07'18''W$ 39.67 feet; thence 123.96 feet along the arc of a 531.00 foot radius circular curve to the left, with a central angle of $13^{\circ}22'32''$, having a chord which bears $S79^{\circ}26'02''W$ 123.68 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 21.