

RECORDING: 34.00 REMON: 4.00 PAGES: 9

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### NICHWAGH RIDGE CONDOMINIUM

#### FIRST AMENDMENT TO MASTER DEED

On this 15th day of September, 2003, OLG Development, L.L.C., a Michigan limited liability company, whose address is 13139 Galway Court, South Lyon, Michigan 48178, Developer of Nichwagh Ridge Condominium, a condominium project established pursuant to the Master Deed thereof recorded in Liber 4102, Page(s) 0316 -0386, inclusive, Livingston County Records, and known as Nichwagh Ridge Condominium, Livingston County Subdivision Plan No. 286, hereby amends the Master Deed of Nichwagh Ridge Condominium pursuant to the authority reserved in Article VIII of said Master Deed. Said Master Deed is amended in the following manner:

## FIRST AMENDED ARTICLE IV OF THE MASTER DEED OF NICHWAGH RIDGE CONDOMINIUM

# ARTICLE IV COMMON ELEMENTS

Section 3. <u>Responsibilities</u>. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows:

## (a) <u>Co-owner Responsibilities</u>.

- (i) Units, Dwellings and Adjacent Road Right-of-Way. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B hereto. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit, any dwelling and other related structures constructed within the Unit and the road right-of-way area between the Unit and the edge of pavement shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of the dwellings, to the extent visible from any other dwelling or Common Element in the Project, shall be subject to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Failure of any Co-owner to adhere to such maintenance and aesthetic standards shall entitle the Association to enter upon such Co-owner's Unit and to perform the necessary maintenance, decoration, repair or replacement in accordance with the provisions of Article VII, Section 4 of this Master Deed.
- (ii) <u>Utility Services</u>. All costs of installation and operation of lateral lines for gas, electricity and any other utility services and all costs of service to the Unit shall be borne by the Co-owner of the Unit to which such services are furnished.
- (b) Association Responsibilities for General Common Elements. The costs of maintenance, repair and replacement of all General Common Elements, including without limitation, the storm water system, the three (3) Detention Ponds, the Parks, Community Sewage Disposal System, the Landscaping and Entranceway, and all roads within the Condominium, shall be borne by the Association. In the event that the Association fails to provide adequate maintenance, repair or replacement of the general common elements, including without limitation, the storm water system, the three (3) Detention Ponds, the Parks, the Community Sewage and Disposal System, the Landscaping and Entranceway, and all roads within the Condominium, such that the Township of Green Oak and/or the County of Livingston, proceeds with the necessary maintenance, repair or improvements then the costs thereof together with the cost of a reasonable administrative fee may be assessed against the co-owners on the Township tax rolls and collected the same as all other taxes are collected. This provision may not be amended without the expressed written consent of the Township.

- (c) Association Responsibility for Units and Dwellings. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonable uniform, periodic exterior maintenance functions with respect to dwelling constructed within any Unit boundaries as it may deem appropriate (including, without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner and collected in accordance with the assessment procedures established under Article II of the Bylaws.
- (d) Community Sewage Disposal System. Nichwagh Ridge is serviced by a certain community septic system (the "System"). The Association will be responsible for the operation, maintenance, repair and replacement of the System. The Developer has entered into a certain Agreement for the construction, operation and maintenance of private sanitary sewer system ("Sewer Agreement") which imposes certain obligations on the Developer and the Association in connection with the System. All obligations under the Sewer Agreement shall be assumed by the Association unless otherwise provided in the Agreement. With respect to the Community Sewage Disposal System, the Association shall also be responsible for the following:
  - (i) Monthly inspections, sampling and testing;
  - (ii) Establishment of a capital fund for replacement of any needed components of the Community Sewage Disposal System;
  - (iii) Minor repairs;
  - (iv) Electric power;
  - (v) Telephone service (including the cost of the line at the Township); and
  - (vi) A reasonable administration fee to Green Oak Township related to their monitoring of the System.

The Association must maintain a "Maintenance Reserve" of \$7,200.00. The monies for these funds shall be invested in interest-bearing accounts and should these balances be drawn below the afore-mentioned minimums, they should be replenished in a very short time. The Association must also be reasonably working toward a "Replacement Reserve Fund" of \$60,000.00 to be accumulated over 20 years.

The Association shall provide the Township with the following:

- (a) Copies of all invoices and proof of payment related to the operation of the System:
- (b) Annual reports of receipts, disbursements and cash balances related to the System;
- (c) Annual copy of the maintenance contract with the System's operator and qualifications as applicable; and
- (d) Annual notice of officers of the Association, including telephone numbers.

### FIRST AMENDED EXHIBIT A - BYLAWS

## ARTICLE VI RESTRICTIONS

Section 2(b) <u>Restrictions and Requirements</u>. The following restrictions and requirements shall apply to every Unit in the Condominium, and no structure shall be erected, constructed or maintained on any Unit which violate such restrictions and requirements, except to the extent any nonconformity has been waived by the Developer pursuant to Section (f) below:

(1) All elevations shall be traditional in style of superior quality. Each ranch style dwelling (determined to be such by the Developer) must have a minimum livable floor area of two thousand four hundred (2,400) square feet; each one and one-half (11/2) story dwelling (determined to be such by the Developer) having a master bedroom on the first (1st) floor must have a minimum livable floor area of two thousand five hundred (2,500) square feet; and each two story dwelling must have a minimum livable floor area of two thousand eight hundred (2,800) square feet. For purposes of this Section, garages, patios, decks, open porches, entrance porches, terraces, basements, lower levels, storage sheds and the like shall be excluded in determining the livable floor area, whether or not they are attached to the dwelling. Enclosed porches shall be included in determining the livable floor area only if the roof of the porch forms an integral part of the roof line of the main dwelling.

## FIRST AMENDED EXHIBIT B TO MASTER DEED OF NICHWAGH RIDGE CONDOMINIUM

Sheets 3, 4, 5, 6, 7, 8 of 8 of the Condominium Subdivision Plan of Nichwagh Ridge, as attached hereto, shall, upon recordation in the office of the Livingston County Register of Deeds of this Amendment, replace and supercede the originally recorded sheets 3, 4, 5, 6, 7 and 8 of 8 of the Condominium Subdivision Plan of Nichwagh Ridge, and the aforedescribed originally recorded sheets shall be of no further force or effect, this Amendment is intended and does hereby only change the name of Nichwagh Circle to Forest Ridge.

In all other respects, other than is hereinabove indicated, the initial Master Deed of Nichwagh Ridge Condominium, including the Bylaws and the Condominium Subdivision Plan, respectively attached thereto, as Exhibits "A" and "B" recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESS:	OLG DEVELOPMENT, L.L.C., A Michigan limited liability company,	y
My & a. Tutty	By: Molch/ ANG	I had
Margaret A. Tuttle	Its: Managing Member Joe MAL	Jaan F. Orlikowski, Notary Public
Subscribed and sworn to before me	STATE OF MICHIGAN)	State of Michigan, County of Weyne My Commission Expires 10/4/2012
this bloth day of September, 20	003 COUNTY OF OAKLAND)	Acting in the County of Wayne
Leggy Chris Majhu	On this 24th day of Mar	rch, 2011, before me
200 (Notary	Public personally appeared Jos	seph Malecke of OLG Dev.LLC
County, M	ichigan and acknowledged the fo	oregoing Master Deed.
My commission Expires:		Kowsky Notary Public, Wayne Count
	BIT COLINISSION EXPIRES Od 26, 2006 act inc	in Oakland Counv
Cinct Amandanast to Master David		

First Amendment to Master Deed Drafted by and when recorded return to: Thomas C. Nemes, Esq. Nemes & Anderson, P.C. 26050 Orchard Lake Road, Suite 300 Farmington Hills, MI 48334 (248) 442-3300











