



RECEIPT# 64716, STATION 1
\$71.00 AMENDMENT



LIBER 2852 PAGE 188

**SECOND AMENDMENT TO MASTER DEED
OF DUNDEE RIDGE**

Dundee Properties, L.L.C., a Michigan limited liability company, of 296 S. Main Street, Plymouth, Michigan 48170, being the Developer of Dundee Ridge, a site condominium project established in pursuance of the provisions of the Michigan Condominium Act, as amended (being Act 59 of the Public Acts of 1978, as amended), and of the Master Deed thereof, as recorded on August 22, 2002, in Liber 2269, Pages 76 through 141, inclusive, as amended, Monroe County Records, and known as Monroe County Condominium Subdivision Plan No. 40, hereby amends said Master Deed pursuant to the authority reserved in Articles IX and XV for the purpose of enlarging Dundee Ridge from seventy-six (76) to one hundred sixty-one (161) units, amending Article XVII to correct a typographical error, and amending subparagraphs (e), (f) and (m) of Section 1 and Section 12 of Article VI of the By-Laws attached to said Master Deed as Exhibit "B" to correct typographical errors. Said Master Deed is amended in the following manner:

1. The legal description appearing on Page 1 of said Master Deed shall, upon recordation in the Office of the Monroe County Register of Deeds of this Second Amendment to Master Deed, be replaced and superseded by the following legal description of real property located in the Village of Dundee, County of Monroe, Michigan, to be established as Dundee Ridge:

Commencing at the West 1/4 corner of Section 18, T6S, R7E, Dundee Township, Monroe County, Michigan; thence N89°49'54"E 1860.11 feet along the East and West 1/4 line of said Section to the POINT OF BEGINNING; thence N07°22'16"W 94.75 feet; thence N16°17'57"W 76.26 feet; thence N11°42'40"W 68.34 feet; thence N26°44'12"W 118.71 feet; thence S89°17'48"W 43.24 feet; thence N00°42'12"W 802.89 feet; thence N07°55'07"E 66.68 feet; thence N00°17'50"W 121.02 feet; thence N89°46'37"E 807.61 feet to a point on the North and South 1/4 line of said Section; thence N00°00'28"W 59.01 feet along said North and South 1/4 line; thence N89°14'32"E 817.34 feet; thence S31°30'37"W 308.09 feet; thence S58°29'23"E 35.95 feet; thence S31°30'37"W 188.48 feet; thence S56°46'28"E 129.10 feet; thence S31°17'32"W 228.85 feet; thence N61°44'17"W 135.86 feet; thence S31°17'32"W 528.78 feet; thence S58°42'28"E 80.94 feet; thence S31°17'32"W 221.00 feet; thence S89°40'12"W 137.41 feet to a point on the North and South 1/4 line of said Section; thence S00°00'28"E 72.84 feet along said North and South

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1/4 line to the Center of said Section 18; thence S00°01'00"W 764.65 feet continuing along said North and South 1/4 line to a point on the centerline of Stowell Road; thence S39°41'50"W 761.31 feet along said centerline to a point on the centerline of Main Street; thence S88°47'18"W 160.03 feet along said centerline; thence N00°40'29"W 1351.96 feet to the Point of Beginning. Being a part of Section 18, T6S, R7E, Dundee Township, Monroe County, Michigan and containing 55.40 acres of land, more or less. Being subject to the rights of the public over those portions of Stowell Road and Main Street, as occupied. Also being subject to easements and restrictions of record, if any.

2. Upon recording of this Second Amendment to Master Deed in the Office of the Monroe County Register of Deeds, the following revised Article XVII shall replace and supersede the previous Article XVII of said Master Deed:

ARTICLE XVII

OWNER RESPONSIBILITY FOR SPECIAL ASSESSMENT FOR PUBLIC WATER AND SEWER IMPROVEMENTS

(1). The Developer has been advised by the Village of Dundee that at some time in the future it will levy a special assessment pursuant to applicable laws, ordinances, codes, rules and regulations against the real property described on page 1 of this Master Deed and the real property described in Article IX herein, which either comprises the Project or the area of future expansion, including each Unit, for the purpose of bringing public water and sewer to the Project and the Units therein.

(2). Each Unit, and accordingly, each owner of a Unit, shall be obligated to pay an equal portion of the applicable special assessment allocable to the Project, the amount of which will be based on and determined as a prorata share of the real property in the special assessment district as required by applicable laws, ordinances, codes, rules and regulations.

(3). Upon acquisition of title to a Unit, each and every owner hereby irrevocably approves the levy of said special assessment, as long as the special assessment is levied proportionately for all property subject thereto, pursuant to the applicable laws, ordinances, codes, rules and regulations. This irrevocable approval of a future lawful assessment shall be a binding covenant running with the land and shall not terminate or extinguish for a period of twenty (20) years from and after August 22, 2002, the date of recording of this Master Deed.

(4). The Village of Dundee has advised the Developer that said special assessment will reflect that the improvements bringing public water and sewer to the Project and the Units therein will be constructed in



compliance with all relevant ordinances, codes, rules, regulations, standards and/or permits as required by the Michigan Department of Environmental Quality and the County of Monroe, and that it may include related costs and expenses of design, engineering, inspection fees (including the then applicable fees of the Michigan Department of Environmental Quality and the County of Monroe), costs of materials, construction, administrative costs, bond issuance costs, capitalized interest costs, and contingencies, including a reasonable allowance for inflation, and those other costs properly reimbursable under the applicable law. The special assessment roll is to bear interest at the rate of one percent (1.0%) over the rate at which the bonds will sell.

3. Upon recording of this Second Amendment to Master Deed in the Office of the Monroe County Register of Deeds, the following revised subparagraphs (e), (f) and (m) of Section 1 and Section 12 of Article VI of the By-Laws attached to said Master Deed as Exhibit "B" shall replace and supersede the previous subparagraphs (e), (f) and (m) of Section 1 and Section 12 of Article VI of the By-Laws attached to said Master Deed:

ARTICLE VI

RESTRICTIONS

Section 1.

(e) Swimming Pools. All swimming pools shall be below ground, except children's play pools, hot tubs and jacuzzi tubs may be installed with the prior written consent from the Developer, or the Association, if applicable, and subject to such restrictions as it may place upon their use and location.

(f) Fences. No owner shall construct, or cause to be constructed, any fence of any nature upon his unit or the common elements without the prior written approval of the Developer, or the Association, if applicable. Perimeter fences along the exterior lines of the Project shall be permitted. Perimeter fences around swimming pools shall be required to be constructed in accordance with all applicable building codes. Fences shall not be located within the front or side set-backs in front of the rear building line of the dwelling to be located on each unit and shall not exceed four feet in height except around swimming pools and tennis courts. Fences erected to screen patios, enclose child play areas and fenced dog runs may be permitted only with advance written approval of the Association as to size, location and fencing materials. No dog runs may be constructed in front of the rear line of the dwelling constructed within a unit or within the side yard set back line, and any such dog run must be attached to the rear of the dwelling to allow direct access from the house, deck or patio. Fences shall be used primarily for limited



enclosure purposes. Only white vinyl picket fencing shall be approved by the Developer, or the Association, if applicable, for installation along unit lines or in locations visible from the front of the unit.

(m) Trees. In the absence of an existing adequate number of deciduous trees, the residential builder who shall construct a dwelling on a unit shall provide a minimum of two (2) trees (two inch minimum diameter five feet from ground level) in the front setback (the area between the interior side of the utility easement and the front of the dwelling) of each adjacent street. Said trees shall be placed at a minimum distance apart of fifty (50) feet. Only large deciduous trees may be installed in street margins and shall be selected from the following: oak, hard maple, linden, locust, hackberry, and sycamore, or from a list of similar trees approved by the Developer.

Section 12. Landscaping. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials on the general common elements without the prior written approval of the Developer, or the Association, if applicable. No lawn statuary shall be permitted without the prior written approval of the Developer, or the Association, if applicable. Basic landscaping, including finish grading, seeding or sodding, must be completed within forty-five (45) days after date of occupancy, weather permitting. The owner of each unit shall develop a landscape treatment which will tend to enhance, complement and harmonize with adjacent property. This will best be accomplished by saving as much of the natural features and mature tree growth as possible, and the clearing of selected areas of underbrush and less desirable tree growth in order to open special views and to reduce competition with the mature or specimen vegetation. No existing trees shall be cut, except for diseased and dead trees, or those that are of a nuisance species, such as poplar, willow or box elder, without the prior written approval of the Developer or the Association, as set forth in Section 3 of this Article. No surface soil shall be dug or removed from any unit for purposes other than building and landscaping of the unit, without the prior written approval of the Developer, or the Association, if applicable. All debris shall be promptly removed. New planting shall complement and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, including the mowing of grass to a height of six inches (6") or less, removal of weeds, and proper trimming of bushes and trees. If the Association shall receive complaints from other owners regarding lack of maintenance of the grounds of a unit, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the unit performed as the Board of Directors shall determine as being reasonable, and the charges therefor shall become a lien upon the unit and collected in the fashion as set forth in Article II of these By-Laws. The Association shall enforce this paragraph pursuant to Article XIX, below.



4. Sheets 1 through 15, inclusive, of Replat No. 1 of Monroe County Condominium Subdivision Plan No. 40, marked Exhibit "B" to the Second Amendment to the Master Deed of Dundee Ridge, a site condominium, attached hereto, shall, upon recordation in the Office of the Monroe County Register of Deeds of this Second Amendment to Master Deed, replace, supersede and supplement Sheets 1 through 10, inclusive, of the Condominium Subdivision Plan of Dundee Ridge, as previously recorded in Liber 2269, Pages 132 through 141, inclusive, Monroe County Records, and said previously recorded Sheets 1 through 10, inclusive, shall be of no further force or effect.

In all other respects, other than as hereinbefore indicated, the original Master Deed of Dundee Ridge, a site condominium, as amended, including all Exhibits attached thereto, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: November 18, 2004.

DUNDEE PROPERTIES, L.L.C., Developer

By: Ronald E. Cook
Ronald E. Cook, Manager

STATE OF MICHIGAN, COUNTY OF WAYNE

On November 18, 2004, Ronald E. Cook appeared before me, and stated under oath that he is the Manager of Dundee Properties, L.L.C., a Michigan limited liability company, and that this document was signed on behalf of the limited liability company, by authority of its operating agreement, and he acknowledged this document to be the free act and deed of the limited liability company.

KAREN E. WITTICH
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Oct 20, 2005

Karen E. Wittich
Karen E. Wittich, Notary Public
Oakland County, Michigan
Acting in Wayne County, Michigan
My commission expires: 10/20/05

This document was prepared by
and when recorded return to:
Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

Tax Code #: Part of 58-42-118-005-00
Part of 58-42-118-007-00
Part of 58-42-118-022-00

Recording fee: \$71.00

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