

**YORK TIMBER
RIDGE
ASSOCIATION
DOCUMENTATION**

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YORK TIMBER RIDGE ASSOCIATION DOCUMENTATION

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RECORDED
WASHTENAW COUNTY, MI

SEP 8 11 05 AM '08

FERRY H. HAINES
COUNTY CLERK

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BUILDING AND USE RESTRICTIONS

FOR

TIMBER RIDGE

AB 17310

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The undersigned, being the owner of the real estate (the "Project") situated in the Township of York, County of Washtenaw, and State of Michigan, described on the attached legal description, does hereby place the following Building and Use Restrictions upon the real estate described on the attached legal description and declares them to be binding upon all subsequent owners of any part of said real estate, their heirs, successors and assigns, which Building and Use Restrictions shall be a covenant running with the land, and each person hereafter accepting a deed or other conveyance of any part or all of the above described real estate shall take the same subject thereto:

Section 1. Residential Use. No building site in the Project shall be used for other than single-family residential purposes as defined by the Township of York Zoning Ordinance.

Use of building sites shall also be restricted in the following manner:

(a) Building Size and Height: No building or structure shall exceed two stories above grade or thirty-five (35) feet in height and all buildings or structures shall be constructed within the perimeter of a building site. All buildings and structures shall be in conformity with the following minimum size standards as to living area above ground level measured by the external walls:

- (1) One Story/Ranch: 2,000 square feet.
- (2) One and One-Half Story: 2,200 square feet, with a minimum of 1,500 square feet on the first floor.
- (3) Two Story: 2,400 square feet.

Garages, porches and breezeways shall not be included in computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the Washtenaw County Building Department. All unused building materials and temporary construction

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shall be removed from the premises within thirty (30) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered with other landscaping as soon as the construction work and weather permit. No burial of construction debris will be permitted. All soil to be removed from any of the building sites either in grading or excavating will, at the option of the undersigned, become the property of the undersigned and when removed will be placed by the owner of the building site in such place or places within the Project as the undersigned will designate at the owner's expense. **All driveways shall be roughed in with a gravel base and culvert before the basement is dug.** Owners may not interrupt the surface flow of storm water across their building sites and any driveway constructed thereon must contain sufficient culverts to allow the passage of storm water under it.

(b) Garages: Each single family dwelling shall have a minimum of a two car **attached side entry garage**, and with written approval from the undersigned, may have a three or four-car attached garage. Carports and detached garages shall not be erected, placed or permitted to remain on any building site. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage. All driveways shall be surfaced with asphalt, concrete or paving bricks at the time of construction of the dwelling served thereby, weather permitting.

(c) Temporary Structures: No old or used structure, of any kind, shall be placed upon any building site. No temporary structure of any character such as a tent, camper, mobile home, trailer, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any building site prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.

(d) Accessory Buildings: No accessory building or other out-building shall be permitted on any building site unless it is approved in writing in advance by the undersigned. The undersigned, in the exercise of its discretion, may permit the erection of structures such as swimming pool accessory buildings, greenhouses or lawn/garden storage sheds. Notwithstanding the undersigned's, or the Association's approval, such structures, except swimming pools, shall be architecturally compatible with the main residence, be constructed of similar materials on a concrete slab with a rat wall, and shall not exceed 200 square feet in size.

(e) Swimming Pools: All swimming pools shall be below ground, except children's play pools, hot tubs and jacuzzi tubs, although

above ground pools may be installed with the prior written consent from the undersigned 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 building site without the prior written approval of the undersigned. Perimeter fences along the exterior lines of the Project shall be permitted, however, **perimeter fences along the exterior lines between building sites shall not 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 set-back of the structure to be located on each building site 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 shall be permitted **with advance written approval** of the undersigned as to size, location and fencing materials. No dog run may be constructed in front of the rear line of the dwelling constructed within a building site 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. All fencing and/or screening shall be made of materials which are architecturally compatible with the main residence, specifically excluding cyclone fencing, snow fencing and plywood, but including split rail construction, which may have a green wire liner on the inner side of the fence.

(g) Exterior Lighting: No owner shall install exterior lighting that causes excessive illumination so as to constitute a nuisance to other owners. Prohibited lighting shall include, but not be limited to, mercury vapor and halogen lighting. All exterior lighting shall be mounted on the sides of dwellings, except for low wattage lighting adjacent to driveways, decks, patios, walkways, and swimming pools.

(h) Mailboxes. The size, color, style, location and other attributes of the mailbox for each residence shall be as specified by the undersigned, in order to insure consistency and uniformity within the Project.

(i) Antenna: No radio, television or other antenna or aerial shall be permitted on any building site other than the type commonly used for domestic residential purposes. Any antenna or aerial shall be installed on the main residence and not on a separate pole or tower. Dish-type antennae in excess of one (1) meter in diameter shall not be permitted. Any exterior antenna or aerial shall not extend in height more than twelve (12) feet above the roof ridge line on any dwelling.

(j) Drain Fields: All drain fields are to be privately owned and maintained and must be located within the building site.

(k) Septic Tanks: All septic tanks serving building sites in the Project shall be pumped out at least once every five (5) years by the respective owners.

(l) Water Conservation Efforts: State law requires that all dwellings constructed within building sites in the Project use water saving plumbing fixtures so as to conserve consumption of water and minimize problems involved with waste disposal. It is also recommended that all laundry washing machines used in said dwellings contain lint filters to prevent undue accumulation of solid materials in septic tanks and drain fields.

(m) Maintenance of Unimproved Building Sites: Building sites which have not been improved shall be maintained by the owner. No dumping shall be allowed on unimproved building sites. This shall include mowing of grass and weeds a minimum of twice each summer. The first mowing shall occur by June 15, with the second mowing to occur by September 1.

(n) Refuse and Garbage: Each owner shall promptly dispose of all refuse and garbage so that it will not be objectionable or visible to adjacent owners. No outside storage of refuse or garbage or outside incinerator shall be permitted. Each residence shall be equipped with an interior garbage disposal. No disposal of garbage, rubbish, leaves or debris shall be allowed on vacant building sites. Owners shall arrange for weekly pick-up of garbage by only one private garbage contractor. Garden composting shall be allowed provided that it shall not result in a violation of any other restriction in these By-Laws.

(o) Trees. In the absence of an existing adequate number of deciduous trees, the initial owner of each building site who shall occupy a dwelling thereon shall provide a minimum of two (2) trees (two inch minimum diameter five feet from ground level) in the front setback of his building site on his side 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 several acceptable examples are oak, hard maple, green ash, linden, locust, hackberry, or sycamore.

Section 2. Architectural Control. No dwelling, structure or other improvement shall be constructed within a building site, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless a plot plan and building plans and specifications therefor containing such detail as the undersigned may reasonably request have first been approved by the undersigned. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority. The undersigned shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (which may include wood [with limited amounts of textured plywood siding such as T-111], brick, and stone, with limited amounts of textured vinyl, but no

aluminum or brick laminate) and exterior colors which shall blend in with existing residences and the natural surroundings, the site upon which it is proposed to be constructed, the location of the dwelling within each building site, and the degree of harmony thereof with the Project as a whole. While dwellings may be sided entirely in wood, if brick is used, it must cover at least seventy-five percent (75%) of the front of the dwelling, facing the street, and at least fifty percent (50%) of the side opposite the garage, with the balance of the dwelling in wood or textured vinyl siding. No all vinyl sided houses shall be permitted. No log, modular, manufactured or any other type of residential housing constructed off-site will be permitted, except for panelized exterior walls which may be constructed off-site and which may be allowed in the project with the prior written approval and based upon the sole discretion of the undersigned. All dwellings must be constructed on-site. No flat roofs will be permitted and a minimum roof pitch of four (4) to twelve (12) will be required. Dimensional roof shingles shall be required, however, the undersigned reserves the right, within its sole discretion, to waive this requirement for specific residences. The purpose of this Section is to assure the continued maintenance of the Project as a beautiful and harmonious residential development, and shall be binding upon all owners. The undersigned's rights under these Restrictions may, in the undersigned's discretion, be assigned to the York Timber Ridge Association, a Michigan non-profit corporation, or other successor to the undersigned. Said rights shall automatically be assigned to the Association at the time that the undersigned, or its successor land developer, no longer owns any land contained in the legal description appearing hereinabove. The undersigned may construct any improvements upon the Project that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in these Restrictions.

Section 3. Activities. No noxious, unlawful or offensive activity shall be carried on in any building site, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of the Project. No garage sales shall be permitted on any building site in the Project, except when done in conjunction with the sale of the residence and then such sale shall be limited to two (2) days in duration. No unreasonably noisy activity shall occur in or on any building site at any time. 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, B-B guns, bows and arrows, sling shots, or other similar dangerous weapons, projectiles or devices.

Section 4. Pets. Subject to the provisions of this Section 4, owners shall be entitled to keep pets of a domestic nature that will reside within the residence constructed within their building sites. No more than two (2) dogs may be kept on any building site. No pet or animal may be kept or bred for any commercial purpose. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any building site. No pet or animal may be permitted to run loose at any time upon other building sites, and any animal shall at all times be leashed and attended by some responsible person while on the public rights-of-way. No unattended tethering of dogs shall be allowed on any building site in the Project. No savage or

dangerous animal shall be kept. Each owner shall be responsible for collection and disposition of all fecal matter disposed by any pet maintained by such owner.

Section 5. Aesthetics. The building site outside of the dwelling and garage constructed thereon shall not be used for storage of supplies, materials, personal property, or trash or refuse of any kinds. Trash receptacles shall be maintained in garages and shall not be permitted to remain elsewhere on the building site except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by an owner in his building site which is detrimental to the appearance of the Project. Propane and fuel oil tanks are not permitted.

Section 6. Vehicles. No travel trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the Project, unless parked in the garage with the door closed. Travel trailers, motor homes, camping vehicles, and camping trailers may be temporarily parked upon the building site for a period of no more than twenty-four (24) consecutive hours for loading and unloading purposes. No inoperable vehicles of any type may be brought or stored upon the Project either temporarily or permanently, unless parked in the garage with the doors closed. Commercial vehicles and trucks shall not be parked in or about the Project except while making deliveries or pick ups in the normal course of business.

Section 7. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a building site, except "For Sale" signs which shall not exceed three (3) square feet per side, without approval from the undersigned.

Section 8. Landscaping. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials within the public road right of way. Basic landscaping, including finish grading, seeding or sodding, must be completed within six (6) months after date of occupancy. The owner of each building site 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 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 surface soil shall be dug or removed from any building site for purposes other than building and landscaping of the building site, without the prior written approval of the undersigned. 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 building site, together with that portion of the shoulder of the road in front thereof between the building site and the traveled portion of the public 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.

Section 9. Owner Maintenance. Each owner shall maintain his building site, together with that portion of the shoulder of the road in front thereof between the building site and the traveled portion of the public road right-of-way, and the improvements on the building site in a safe, aesthetically pleasing, clean, and sanitary condition. Each owner shall also use due care to avoid damaging the telephone, electrical, natural gas, drainage courses or other utility conduits and systems within any building site which are appurtenant to or which may affect any other building site.

Section 10. York Timber Ridge Association.

The undersigned has created the York Timber Ridge Association, a Michigan non-profit corporation, in conjunction with the development of the Project. Each owner of any building site in the project shall be a member in said Association and such membership shall be mandatory, to the extent permitted by law. The Association shall also have the following powers and duties:

(a) The Association shall levy such annual dues as shall be necessary to meet expenses of administration incurred by it with regard to the enforcement of these Building and Use Restrictions.

(b) Each individual building site shall be subject to annual dues charged at a rate to be established by the Board of Directors of the Association from year to year. Said dues shall be the personal obligation of the fee title owner or land contract purchaser of record of each building site. At closing each purchaser of a building site shall make a capital contribution to the Association in the amount of Fifty Dollars (\$50.00). The annual dues commencing in the year of the first sale of a building site shall be Fifty Dollars (\$50.00). Dues shall not be increased more than twenty-five percent (25%) from one year to the next without the approval of fifty-one percent (51%) of the owners. In no event shall the undersigned be obligated to pay any dues to the Association.

(c) Association dues shall be collected prior to February 1, from all building site owners of record as of January 1 of each year. Annual dues will be prorated on a quarterly basis for the first building site owner closing on the purchase after January 1 of each year.

(d) The Association shall have the authority to establish rules, regulations and policies for the betterment of the Association. The Association shall have a lien against the building sites to enforce the collection of dues not paid by February 1 of each year. Any such sum assessed against the owner by the Association shall constitute a lien on the building site. Notice of the lien shall be recorded in the Office of the

Washtenaw County Register of Deeds and served on the owner at least 10 (ten) days in advance of commencement of any foreclosure proceedings. Said lien shall contain a power of sale and shall be foreclosed in accordance with the laws regulating foreclosure by advertisement of real estate mortgages.

(e) Association dues may be used to maintain a minimum level of landscaping within the public road entrance rights-of-way.

Section 11. Reserved Rights of the Undersigned.

(a) Prior Approval by the Undersigned. Until all building sites have been sold by the undersigned, no hedges, trees or substantial plantings or landscaping shall be installed, removed or trimmed until plans and specifications, acceptable to the undersigned, showing the nature, kind, shape, height, grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the undersigned, and a copy of said plans and specifications, as finally approved, lodged permanently with the undersigned.

(b) The Undersigned's Rights in Furtherance of Development and Sales. Notwithstanding anything to the contrary elsewhere herein contained, the undersigned shall have the right throughout the entire construction and sales period to maintain, or to authorize others to maintain, a sales office, a construction office, model homes, storage areas, and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the undersigned. The undersigned shall restore the areas so utilized to habitable status upon termination of use.

(c) Enforcement of Restrictions. The Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the owners and all persons interested in the Project. If at any time the owners fail or refuse to carry out their obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such high standards, then the undersigned, or any entity to which it may assign this right, including the York Timber Ridge Association, at its option, may elect to do any landscaping required by these restrictions and to charge the cost thereof to the defaulting owner. The undersigned shall have the right to enforce these restrictions as long as it owns a building site in the Project, which right of enforcement shall include (without limitation) an action to restrain any owner from any activity prohibited by these restrictions, and thereafter the enforcement of these restrictions shall be made by the York Timber Ridge Association. The undersigned, and the York Timber Ridge Association, shall be entitled to recovery of all expenses incurred in the enforcement of these restrictions from the owner in violation thereof.

(d) Variances. The undersigned reserves the right, within its sole discretion, to grant variances from these restrictions on a case by case basis for specific residences.

Section 12. Amendment. These building and use restrictions shall be deemed covenants running with the land and shall be binding upon any and all persons hereinafter accepting a deed or other conveyance of any parcel, unless amended or altered by a writing executed by seventy-five percent (75%) of the owners of the parcels in the subdivision, and recorded with the Washtenaw County Register of Deeds.

IN WITNESS WHEREOF, the undersigned has set its hand this 31st day of August, 1998.

WITNESSES:

Karl R. Frankena
Karl R. Frankena

Judd Rd Properties, L.L.C.

Nancy A. Pear
Nancy A. Pear

By: Raymond J. LeVan
Raymond J. LeVan, Manager
2360 Stadium Boulevard, #16
Ann Arbor, Michigan 48104

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On August 31, 1998, Raymond J. LeVan appeared before me, and stated under oath that he is the Manager of Judd Rd Properties, L.L.C., a Michigan limited liability company, and that this document was signed in 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.

Karl R. Frankena
Karl R. Frankena, Notary Public
Washtenaw County, Michigan
My commission expires: 6/9/99

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

Recording fee: \$39.00

Tax Parcel Nos: 19-15-100-009, 19-15-200-003, -004, -008, -022, -023, -037 and -041, PART.

H:\KRF\TIMBERRIDGE\BUILDING AND USE RESTRICTIONS.WPD

Legal Descriptions

Parcel C-1

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township Washtenaw County, Michigan; thence N89d37'15"W 1482.96 feet along the centerline of Judd Road; thence S01d39'15"W 475.94 feet to the POINT OF BEGINNING; thence S89d37'15"E 242.54 feet; thence S01d39'15"W 246.18 feet; thence 263.10 feet along the arc of a circular curve left having a radius of 800.00 feet, a central angle of 18d50'36" and a chord which bears S07d46'03"E 261.92 feet; thence 230.93 feet along the arc of a circular curve right having a radius of 1227.33 feet, a central angle of 10d46'50" and a chord which bears S 11d47'56"E 230.59 feet; thence S83d35'29"W 342.38 feet; thence N01d39'15"E 771.46 feet to the POINT OF BEGINNING

Parcel C-2

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence N89d37'15"W 1482.96 feet along the centerline of Judd Road; thence S01d39'15"W 475.94 feet; thence S01d39'15"W 771.46 feet to the POINT OF BEGINNING; thence N83d35'29"E 342.38 feet; thence 165.78 feet along the arc of a circular curve to the right having a radius of 1227.33 feet, a central angle of 07d44'22" and a chord which bears S02d32'20"E 165.66 feet; thence S01d19'51"W 451.48 feet; thence 3.26 feet along the arc of a circular curve left having a radius of 230.00 feet, a central angle of 00d48'48" and a chord which bears S00d55'27"W 3.26 feet; thence N88d40'09"W 353.71 feet; thence N01d39'15"E 573.93 feet to the POINT OF BEGINNING

Parcel C-3

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence N89d37'15"W 1207.41 feet to the POINT OF BEGINNING; thence S01d39'15"W 350.50 feet; thence S89d37'15"E 150.06 feet; thence S01d38'29"W 1635.61 feet; thence S89d39'56"E 297.15 feet; thence S01d39'09"W 186.85 feet; thence 125.89 feet along the arc of a circular curve right having a radius of 230.00 feet, a central angle of 31d21'41" and a chord which bears N68d20'01"W 124.33 feet; thence N52d39'10"W 96.45 feet; thence S38d08'41"W 147.25 feet; thence 187.17 feet along the arc of a curve to the right having a radius of 250.00 feet, a central angle of 42d53'47" and a chord which bears S59d35'34"W 182.83 feet; thence S81d02'28"W 75.00 feet; thence S51d02'20"W 278.70 feet; thence N01d39'15"E 647.18 feet; thence S88d40'09"E 353.71 feet; thence 3.26 feet along the arc of a circular curve to the right having a radius of 230.00 feet, a central angle of 00d48'48" and a chord which bears N00d55'27"E 3.26 feet; thence N01d19'51"E 451.48 feet; thence 396.72 feet along the arc of a circular curve left having a radius of 1227.33 feet, a central angle of 18d31'12" and a chord which bears N07d55'45"W 394.99 feet; thence 263.10 feet along the arc of a circular curve right having a radius of 800.00 feet, a central angle of 18d50'36" and a chord which bears N07d46'03"W 261.92 feet; thence N01d39'15"E 246.18 feet; thence N89d37'15"W 33.01 feet; thence N01d39'15"E 475.94 feet, thence S89d37'15"E 66.02 feet to the POINT OF BEGINNING, excepting therefrom the following described parcel:

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence N89d37'15"W 1240.42 feet; thence S01d39'15"W 604.16 feet; thence S89d37'15"E 33.01 feet to the POINT OF BEGINNING; thence S89d37'15"E 150.12 feet; thence S01d38'29"W 245.31 feet; thence S81d11'25"W 137.95 feet; thence 149.27 feet around a curve to the right through a central angle of 11d09'02", having a radius of 767.00 feet and a chord bearing N03d55'16"W 149.03'; thence N01d39'15"E 118.70 feet to the POINT OF BEGINNING.

Parcel C-4

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence S89d37'15"E 133.26 feet; thence S 16d56'18"E 598.13 feet; thence S 16d51'33"E 783.00 feet; thence S16d51'33"E 1383.68 feet; thence N89d39'34"W 1772.02 feet to the POINT OF BEGINNING; thence N89d39'33"W 723.13 feet; thence N01d39'15"E 174.20 feet; thence N51d02'20"E 278.70 feet; thence N81d02'28"E 75.00 feet; thence 187.17 feet along the arc of a circular curve left having a radius of 250.00 feet, a central angle of 42d53'47" and a chord which bears N59d35'34"E 182.83 feet; thence N38d08'41" E 147.25 feet; thence S52d39'10"E 96.45 feet; thence 125.89 feet along the arc of a circular curve left with a radius of 230.00 feet, a central angle of 31d21'41" and a chord which bears S68d20'01"E 124.33 feet; thence S01d39'15"W 469.48 feet to the POINT OF BEGINNING

Parcel M-2

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence N89d37'15"W 233.00 feet to a point on the centerline of Judd Road; thence S02d33'54"W 175.00 feet along the centerline of a road with a 100 foot easement; thence S02d33'54"W 429.45 feet along the centerline of a road with a 66 foot easement; thence N89d37'15"W 361.52 feet along the centerline of a road with a 66 foot easement to the POINT OF BEGINNING; thence S00d22'45"W 363.00 feet; thence N89d37'15"W 268.70 feet; thence S06d17'23"E 8.60 feet; thence S76d20'25"W 200.72 feet; thence N01d38'29"E 420.34 feet; thence S89d37'15"E 453.16 feet to the POINT OF BEGINNING, together with the following described parcel:

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence N89d37'15"W 1240.42 feet; thence S01d39'15"W 604.16 feet; thence S89d37'15"E 33.01 feet to the POINT OF BEGINNING; thence S89d37'15"E 150.12 feet; thence S01d38'29"W 245.31 feet; thence S81d11'25"W 137.95 feet; thence 149.27 feet around a curve to the right through a central angle of 11d09'02", having a radius of 767.00 feet and a chord bearing N03d55'16"W 149.03'; thence N01d39'15"E 118.70 feet to the POINT OF BEGINNING

Parcel M-3

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence N89d37'15"W 233.00 feet to a point on the centerline of Judd Road; thence S02d33'54"W 175.00 feet along the centerline of a road with a 100 foot easement; thence S02d33'54"W 429.45 feet along the centerline of a road with a 66 foot easement; thence N89d37'15"W 361.52 feet along the centerline of a road with a 66 foot easement; thence S00d22'45"W 363.00 feet to the POINT OF BEGINNING; thence S00d22'45"W 340.00 feet; thence N89d37'15"W 254.46 feet; thence S02d11'41"E 32.23 feet; thence S89d54'32"W 216.39 feet; thence N01d38'29"E 316.82 feet; thence N76d20'25"E 200.72 feet; thence N06d17'23"W 8.60 feet; thence S89d37'15"E 268.70 feet to the POINT OF BEGINNING

Parcel M-4

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence N89d37'15"W 233.00 feet to a point on the centerline of Judd Road; thence S02d33'54"W 175.00 feet along the centerline of a road with a 100 foot easement; thence S02d33'54"W 429.45 feet along the centerline of a road with a 66 foot easement; thence N89d37'15"W 361.52 feet along the centerline of a road with a 66 foot easement; thence S00d22'45"W 703.00 feet to the POINT OF BEGINNING; thence S00d22'45"W 151.61 feet; thence 143.92 feet along the arc of a circular curve left with a radius of 333.00 feet, a central angle of 24d45'49" and a chord which bears S12d00'09"E 142.81 feet; thence S65d36'56"W 279.50 feet; thence

N35d34'30"W 49.19 feet; thence N88d40'09"W 224.66 feet; thence N01d38'29"E 330.73 feet; thence N89d54'32"E 216.39 feet thence N02d11'41"W 32.23 feet; thence S89d37'15"E 254.46 feet to the POINT OF BEGINNING

Parcel M-6

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence S89d37'15"E 133.26 feet; thence S 16d56'18"E 598.13 feet; thence S16d51'33"E 783.00 feet; thence S16d51'33"E 1383.68 feet; thence N89d39'34"W 1054.20 feet to the POINT OF BEGINNING; thence N89d39'34"W 717.82 feet, thence N01d39'15"E 656.34 feet; thence S89d39'56"E 728.27 feet; thence S02d33'54"W 656.74 feet to the POINT OF BEGINNING

Parcel M-7

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence N89d37'15"W 183.00 feet; thence S02d33'54"W 604.45 feet; thence N89d37'15"W 345.52 feet to the POINT OF BEGINNING; thence S00d22'45"W 620.44 feet; thence S89d37'15"E 116.23 feet; thence 39.23 feet along the arc of a circular curve to the left, having a radius of 197.00 feet, a central angle of 11d24'40" and a chord bearing N84d40'25"E 39.17 feet; thence 82.73 feet along the arc of a circular curve to the right, having a radius of 75.00 feet, a central angle of 63d12'04" and a chord bearing N47d22'03"E 78.60 feet; thence 346.94 feet along the arc of a circular curve to the right, having a radius of 75.00 feet, a central angle of 265d02'44", and a chord bearing S31d42'37" E 110.55 feet; thence 46.08 feet along the arc of a circular curve to the left, having a radius of 75.00 feet, a central angle of 35d12'00" and a chord bearing S83d12'45" W 45.36 feet; thence 59.06 feet along the arc of a circular curve to the left, having a radius of 263.00 feet, a central angle of 12d51'56" and a chord bearing S72d02'43"W 58.93 feet; thence S21d13'17"E 190.99 feet; thence S52d49'24"W 243.61 feet; thence 178.71 feet along the arc of a circular curve to the left, having a radius of 267.00 feet, a central angle of 38d20'55" and a chord which bears S53d33'31"E 175.39 feet; thence S72d43'58"E 306.56 feet; thence S02d34'19"W 181.79 feet; thence N89d39'56"W 1025.42 feet; thence N01d38'29"E 314.06 feet; thence S88d40'09"E 224.66 feet; thence S35d34'30"E 49.19 feet; thence N65d36'56"E 279.50 feet; thence 143.92 feet along the arc of a circular curve to left having a radius of 333.00 feet, a central angle of 24d45'49" and a chord which bears N12d00'09"W 142.81 feet; thence N00d22'45"E 854.61 feet; thence S89d37'15"E 66.00 feet to the POINT OF BEGINNING

Parcel M-8

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence S89d37'15"E 133.26 feet; thence S16d56'18"E 598.13 feet; thence S16d51'33"E 510.91 feet to the POINT OF BEGINNING; thence S16d51'33"E 272.09 feet; thence N89d47'05"W 593.75 feet; thence S02d33'45"W 482.98 feet, thence N72d43'58"W 306.56 feet; thence 178.71 feet along the arc of a circular curve right with a radius of 267.00 feet, a central angle of 38d20'55" and a chord which bears N53d33'31" W 175.39 feet; thence N52d49'24"E 243.61 feet; thence N21d13'17"W 190.99 feet; thence 59.06 feet along the arc of a circular curve left with a radius of 263.00 feet, a central angle of 12d51'56" and a chord which bears N72d02'43"E 58.93 feet; thence 46.08 feet along the arc of a circular curve right having a radius of 75.00 feet, a central angle of 35d12'00" and a chord which bears N 83d 12'45"E 45.36 feet thence 346.94 feet along the arc of a circular curve left having a radius of 75.00 feet, a central angle of 265d02'44" and a chord which

bears N31d42'37"W 110.55 feet; thence 82.73 feet along the arc of a circular curve right having a radius of 75.00 feet, a central angle of 63d12'04" and a chord which bears S47d22'03"W 78.60 feet; thence 39.23 feet along the arc of a circular curve right having a radius of 197.00 feet, a central angle of 11d24'40" and a chord which bears S84d40'25"W 39.17 feet; thence N89d37'15"W 116.23 feet; thence N00d22'45"E 620.44 feet; thence S89d37'15"E 229.79 feet; thence S00d22'45"W 225.13 feet; thence S89d37'15"E 228.95 feet; thence S40d55'05"E 338.02 feet; thence N86d13'42"E 333.34 feet to the POINT OF BEGINNING

Parcel W-1

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township Washtenaw County, Michigan; thence S89d37'15"E 133.26 feet; thence S16d56'18"E 598.13 feet; thence S16d51'33"E 783.00 feet; thence N89d47'05"W 403.11 feet to the POINT OF BEGINNING; thence S23d07'02"W 146.62 feet; thence S62d05'36"E 142.95 feet; thence S24d17'50"W 356.56 feet; thence 49.99 feet along the arc of a curve left having a radius of 407.39 feet, a central angle of 07d01'49" and a chord which bears N69d13'04"W 49.96 feet; thence N72d43'58"W 91.71 feet; thence N02d33'45"E 482.98 feet; thence S89d47'05"E 190.64 feet to the POINT OF BEGINNING

Parcel W-2

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence S89d37'15"E 133.26 feet; thence S 16d56'18"E 598.13 feet; thence S16d51'33"E 783.00 feet; thence N89d47'05"W 403.11 feet; thence S23d07'02"W 146.62 feet; thence S62d05'36"E 142.95 feet to the POINT OF BEGINNING; thence S62d05'36"E 100.56 feet; thence S40d37'08"E 247.31 feet; thence S24d49'54"E 376.33 feet; thence S03d16'45"W 386.71 feet; thence N46d27'39"W 378.30 feet; thence 133.57 feet along the arc of a curve to the left having a radius of 75.00 feet, a central angle of 102d02'35" and a chord which bears N07d28'56"W 116.61 feet; thence 48.90 feet along the arc of a circular curve right having a radius of 75.00 feet, a central angle of 37d21'23" and a chord which bears N39d49'32"W 48.04 feet; thence 316.80 feet along the arc of a circular curve left having a radius of 407.39 feet, a central angle of 44d33'19" and a chord which bears N43d25'30"W 308.88 feet; thence N24d17'50"E 356.56 feet to the POINT OF BEGINNING

Parcel W-3

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence S89d37'15"E 133.26 feet; thence S 16d56'18"E 598.13 feet; thence S16d51'33"E 783.00 feet; thence S 16d51'33"E 1383.68 feet; thence N89d39'34"W 1054.20 feet; thence N02d33'54"E 255.18 feet to the POINT OF BEGINNING; thence N02d34'02"E 583.34 feet; thence S72d43'58"E 91.71 feet; thence 366.79 feet along the arc of a circular curve right having a radius of 407.39 feet, a central angle of 51d35'08" and a chord which bears S46d56'24"E 354.52 feet; thence 48.90 feet along the arc of a circular curve left having a radius of 75.00 feet, a central angle of 37d21'23" and a chord which bears S39d49'32"E 48.04 feet; thence 133.57 feet along the arc of a circular curve right having a radius of 75.00 feet, a central angle of 102d02'35" and a chord which bears S07d28'56"E 116.61 feet; thence N46d27'39"W 75.00 feet; thence N89d42'16"W 284.66 feet; thence S20d24'31 "W 228.44 feet to the POINT OF BEGINNING

Parcel W4

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence S89d37'15"E 133.26 feet; thence S16d56'18"E 598.13 feet; thence S16d51'33"E 783.00 feet; thence S16d51'33"E 1383.69 feet; thence N89d39'34"W 653.14 feet to the POINT OF BEGINNING; thence N89d39'34"W 401.06 feet; thence N02d33'54"E 255.18 feet; thence N20d24'31"E 228.44 feet; thence S89d42'16"E 284.66 feet; thence S46d27'39"E 453.30 feet; thence S62d31'35"W 341.82 feet to the POINT OF BEGINNING

Parcel W-5

Beginning at the North 1/4 of Section 15, T4S, R6E, York Township, Washtenaw County, Michigan; thence S89d37'15"E 133.26 feet; thence S16d56'18"E 598.13 feet; thence S16d51'33"E 783.00 feet to the POINT OF BEGINNING, thence S16d51'33"E 1383.68 feet; thence N89d39'34"W 653.14 feet; thence N62d31'35"E 341.82 feet; thence N03d16'45"E 386.71 feet; thence N24d49'54"W 376.33 feet; thence N40d37'08"W 247.31 feet; thence N62d05'36"W 243.51 feet; thence N23d07'02"E 146.62 feet; thence S89d47'05"E 403.11 feet to the POINT OF BEGINNING

PARCEL M-1-B

PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWN 4 SOUTH, RANGE 6 EAST, YORK TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 15, TOWN 4 SOUTH, RANGE 6 EAST; THENCE ALONG THE NORTH LINE OF SECTION 15 AND THE CENTERLINE OF JUDD ROAD, NORTH 89°37'15" WEST 607.30 FEET; THENCE SOUTH 01°39'15" WEST 350.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°37'15" EAST 317.15 FEET; THENCE SOUTH 02°48'25" WEST 253.73 FEET; THENCE ALONG THE CENTERLINE OF ROAD # 2, NORTH 89°37'15" WEST 762.04 FEET; THENCE NORTH 01°38'29" WEST 253.57 FEET; THENCE SOUTH 89°37'15" EAST 450.05 FEET TO THE POINT OF BEGINNING. CONTAINS 4.450 ACRES.

PARCEL M-5-D

PART OF THE NORTH 1/2 OF SECTION 15, TOWN 4 SOUTH, RANGE 6 EAST, YORK TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 15, TOWN 4 SOUTH, RANGE 6 EAST; THENCE ALONG THE NORTH LINE OF SECTION 15 AND THE CENTERLINE OF JUDD ROAD, NORTH 89°37'15" WEST 233.05 FEET; THENCE ALONG THE CENTERLINE OF ROAD # 2, SOUTH 02°48'25" WEST 350.73 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF ROAD # 2 THE FOLLOWING THREE (3) COURSES: ONE (1) SOUTH 02°48'25" WEST 253.73 FEET, TWO (2) SOUTH 89°37'15" EAST 204.70 FEET, AND THREE (3) ALONG A CURVE CONCAVE TO THE NORTH, RADIUS 230.00 FEET, CENTRAL ANGLE 31°04'25", CHORD BEARS NORTH 74°50'33" EAST 123.21 FEET, AN ARC DISTANCE OF 124.74 FEET; THENCE SOUTH 89°37'15" EAST 246.48 FEET; THENCE ALONG THE WESTERLY LINE OF THE ANN ARBOR RAILROAD, 100.00 FEET WIDE, SOUTH 16°55'00" EAST 511.07 FEET; THENCE SOUTH 86°13'42" WEST 334.52 FEET; THENCE NORTH 40°55'05" WEST 338.02 FEET; THENCE NORTH 89°37'15" WEST 228.25 FEET; THENCE NORTH 00°22'45" EAST 225.22 FEET; THENCE SOUTH 89°37'15" EAST 13.09 FEET; THENCE NORTH 02°48'25" EAST 253.73 FEET; THENCE SOUTH 89°37'15" EAST 50.04 FEET TO THE POINT OF BEGINNING. CONTAINS 6.332 ACRES.



OFFICIAL SEAL
07/07/2004
L-4406 P-467

Washtenaw Co., MI
 Peggy M. Haines
 CLERK
 REGISTER



Page: 1 of 2
 07/07/2004 03:29P
 L-4406 P-467

Peggy M Haines, Washtenaw AM 5572657

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 (2)

FIRST AMENDMENT TO
BUILDING AND USE RESTRICTIONS
FOR
TIMBER RIDGE

YORK TIMBER RIDGE ASSOCIATION, a Michigan non-profit corporation, of P.O. Box 2203, Milan, Michigan 48160, being the administrator of Timber Ridge, a metes and bounds subdivision located in the Township of York, County of Washtenaw, and State of Michigan, hereby amends the Building and Use Restrictions for TIMBER RIDGE dated August 31, 1998, and recorded on September 8, 1998, in Liber 3755, Page 97, Washtenaw County Records, with the approval of three-quarters (3/4) of the owners thereof as required by Section 12 therein, for the purpose of amending Section 3 therein. Said Building and Use Restrictions are amended in the following manner:

Upon recording of this First Amendment to Building and Use Restrictions for Timber Ridge in the Office of the Washtenaw County Register of Deeds, the following Section 3 shall replace and supersede the original Section 3, and said Section as originally recorded shall have no further force or effect:

Section 3. Activities. No noxious, unlawful or offensive activity shall be carried on in any building site, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of the Project. A garage sale is permitted once a year by approval of the Board of Directors to be limited to three (3) days in duration, and also done any time in conjunction with the sale of the residence and then such sale shall be limited to two (2) days in duration. No unreasonably noisy activity shall occur in or on any building site at any time. 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, B-B



Peggy M Haines, Washtenaw AM 5572657

guns, bows and arrows, sling shots, or other similar dangerous weapons, projectiles or devices.

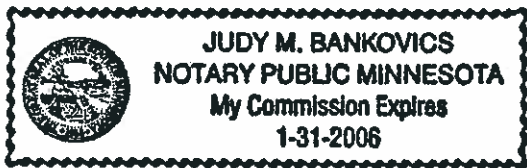
Dated: June 29, 2004

YORK TIMBER RIDGE ASSOCIATION

By: *Thomas J. Starkey*
Thomas J. Starkey, President

~~MINNESOTA~~
STATE OF ~~MICHIGAN~~, COUNTY OF HENNEPIN

On June 29th, 2004, Thomas J. Starkey appeared before me, and stated under oath that he is the President of York Timber Ridge Association, a Michigan non-profit corporation, and that this document was signed on behalf of the corporation, by authority of its board of directors, and he acknowledged this document to be the free act and deed of the corporation.



Judy M Bankovics
JUDY M BANKOVICS, Notary Public
Hennepin County, ~~Michigan~~ Minnesota
Acting in Hennepin County
My commission expires: 1-31-2006

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

Recording fee: \$17.00

L: 5404 P: 847 6571676 AM

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Lawrence Kestenbaum, Washtenaw Co



SECOND AMENDMENT TO
BUILDING AND USE RESTRICTIONS
FOR
TIMBER RIDGE

YORK TIMBER RIDGE ASSOCIATION, a Michigan non-profit corporation, of P.O. Box 2203, Milan, Michigan 48160, being the administrator of Timber Ridge, a metes and bounds subdivision located in the Township of York, County of Washtenaw, and State of Michigan, hereby amends the Building and Use Restrictions for TIMBER RIDGE dated August 31, 1998, and recorded on September 8, 1998, in Liber 3755, Page 97, Washtenaw County Records, with the approval of three-quarters (3/4) of the owners thereof as required by Section 12 therein, for the purpose of amending Subsections (e), (h), and (m) of Section 1, and Section 6 therein. Said Building and Use Restrictions are amended in the following manner:

Upon recording of this Second Amendment to Building and Use Restriction for Timber Ridge in the Office of the Washtenaw County Register of Deeds, the following Subsections (e), (h), and (m) of Section 1, and Section 6 shall replace and supersede the original Subsections (e), (h), and (m) of Section 1, and Section 6, and said Subsections of Section 1 and Section 6 as originally recorded shall have no further force or effect:

In Section 1:

(e) Swimming Pools: All swimming pools shall be below ground, except children's play pools (not to exceed 24 inches deep by 72 inches in diameter), hot tubs and jacuzzi tubs, although above ground pools may be installed with the prior written consent from the undersigned and subject to such restrictions as it may place upon their use and location.

(h) Mailboxes. The size, color, style and location and other attributes of the mailbox for each residence shall be as specified by the U.S. Postal Service and the undersigned, in order to insure consistency and uniformity within the Project.

(m) Maintenance of Unimproved Building Sites: Building sites which have not been improved shall be maintained by the owner. No dumping shall be allowed on unimproved building sites. This shall include mowing of overgrowth, including grass, weeds, and small trees, to no higher than 12 inches on open lawn areas up to margins of any natural features such as wooded areas on or near the site. Mowing shall be maintained from June 1 through November 1 each year.

Section 6. Vehicles. No travel trailers, motor homes, commercial vehicles, boat trailers, boats, utility trailers, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the Project, unless parked in the garage with the door closed. Travel trailers, motor homes, camping vehicles, boats, utility trailers, and camping trailers may be temporarily parked upon the building site for a period of no more than three consecutive days for cleaning, loading, and unloading purposes. All such vehicles shall be kept in the driveway of the Project and not in the road right-of-way or yard. No inoperable vehicles of any type may be brought or stored upon the Project either temporarily or permanently, unless parked in the garage with the doors closed. Commercial vehicles and trucks shall not be parked in or about the Project except while making deliveries or pick ups in the normal course of business.

Dated: February 3, 2021

YORK TIMBER RIDGE ASSOCIATION

By: Craig M. Mahaney
Craig M. Mahaney, President

STATE OF MICHIGAN, County of Washtenaw

On February 03, 2021, Craig L. Mahaney appeared before me, and stated under oath that he is the President of York Timber Ridge Association, a Michigan non-profit corporation, and that this document was signed on behalf of the corporation, by authority of its board of directors, and he acknowledged this document to be the free act and deed of the corporation.

Robert A. Wood
ROBERT A WOOD
Notary Public, State of Michigan, Notary Public
County of Washtenaw
My Commission Expires 03-18-2025
Acting in the County of Washtenaw County, Michigan



Acting in _____ County

My commission expires: _____

X

This document was prepared by
and when recorded return to:
Craig L. Mahaney
York Timber Ridge Association
P.O. Box 2203
Milan, MI 48160

Legal counsel:
William D. Gross
105 Brown St.
Tecumseh, MI 49286

Recording Fee: \$30

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RECEIVED

NON-PROFIT

FILED

APR 20 1998

ARTICLES OF INCORPORATION

APR 21 1998

MI Dept. of Consumer & Industry Services
Corporation, Securities & Land Dev. Bureau

CID #: 757 - 386

Administrator
MI DEPT. OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

These Articles of Incorporation are signed by the incorporator for the purpose of forming a non-profit corporation, hereinafter referred to as Association, under the provisions of Act No. 162 of the Public Acts of 1982, as amended, as follows:

ARTICLE I.

The name of the corporation is York Timber Ridge Association.'

ARTICLE II.

The purpose or purposes for which the Association is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Timber Ridge, a residential subdivision (hereinafter called the "Subdivision");
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, as set forth in the Building and Use Restrictions, to enforce assessments through liens and foreclosure proceedings when appropriate, and to impose late charges for nonpayment of assessments;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements to the entrance way after casualty;
- (e) To contract for and employ persons, firms or corporations to assist in the management, operation, maintenance, and administration of said Subdivision;
- (f) To make reasonable rules and regulations governing the use and enjoyment of the Subdivision by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;
- (g) To own, maintain and improve, and to receive, convey or assign any real and personal property, or any interest therein, including any easements or licenses, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association;

APR 20 1998

- (h) To enforce the provisions of the Building and Use Restrictions of the Subdivision and of these Articles of Incorporation and such By-Laws and Rules and Regulations of the Association as may hereafter be adopted;
- (i) To do anything required of or permitted to it as Administrator of said Subdivision by the Building and Use Restrictions, as from time to time amended;
- (j) To make and perform any contract necessary, incidental or convenient to the administration, management, maintenance, repair, replacement, and operation of said Subdivision and to the accomplishment of any of the purposes thereof.

ARTICLE III.

Said Association is organized upon a non-stock membership basis.

The amount of assets which said Association possesses is:

Real Property	None
Personal Property	None

Said Association is to be financed under the following general plan:

Assessment of Members

ARTICLE IV.

Location of the first registered office is: 2360 Stadium Boulevard, #16, Ann Arbor, Michigan 48104.

Post office address of the first registered office is: 2360 Stadium Boulevard, #16, Ann Arbor, Michigan 48104.

The name of the first resident agent is: Raymond J. LeVan.

ARTICLE V.

The name and place of business of the incorporator are as follows:

Raymond J. LeVan
2360 Stadium Boulevard, #16
Ann Arbor, Michigan 48104

ARTICLE VI.

Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which

all members entitled to vote therein were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

ARTICLE VII.

The qualifications of members, the manner of their admission to the Association, the termination of membership, and voting by such members shall be as follows:

- (a) Each owner of a lot in the Subdivision shall be a member of the Association, and no other person or entity shall be entitled to membership.
- (b) Membership in the Association shall be established by acquisition of fee simple title to a lot in the Subdivision, or purchase of a lot on a land contract, and by recording with the Register of Deeds of Washtenaw County, Michigan, a deed or other instrument establishing a change of record title to such lot and the furnishing of evidence of same satisfactory to the Association, the new owner thereby becoming a member of the Association, and the membership of the prior owner thereby being terminated.
- (c) The share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance to his lot in the Subdivision.
- (d) Voting by members shall be in accordance with the provisions of the By-Laws of the Association.

ARTICLE VIII.

A volunteer director shall not be personally liable to the Association or its members for monetary damages for breach of the director's fiduciary duty, except where there is:

- (a) A breach of the director's duty of loyalty to the Association or its members;
- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) A violation of Michigan Statutes Annotated Section 21.197(551)(1);
- (d) A transaction from which the director derived an improper personal benefit; or
- (e) An act or omission that is grossly negligent.

If the Michigan Nonprofit Corporation Act is subsequently amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association

shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended.

Any repeal or modification of the foregoing provisions of this Article by the members of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

ARTICLE IX.

The Association assumes the liability for all acts and omissions of a nondirector volunteer if all of the following are met:

- (a) The nondirector volunteer was acting or reasonably believed that he or she was acting within the scope of his or her authority;
- (b) The nondirector volunteer was acting in good faith;
- (c) The nondirector volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (d) The nondirector volunteer's conduct was not an intentional tort; and
- (e) The nondirector volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

ARTICLE X.

These Articles of Incorporation may be amended, altered, changed, or repealed only by the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association; provided, that in no event shall any amendment make changes in the qualification for membership or the voting rights of members without the unanimous consent of the membership.

I, the incorporator, sign my name this 23rd day of January, 1998.



Raymond J. LeVan

YORK TIMBER RIDGE ASSOCIATION

BY-LAWS

ARTICLE I.

ADOPTION OF BUILDING AND USE RESTRICTIONS

The Building and Use Restrictions, recorded in Liber 3755, Page 97, Washtenaw County Records, are hereby incorporated by reference and adopted in its entirety as a part of the By-Laws of this Association.

ARTICLE II.

MEETINGS

Section 1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-Laws of the Association or the laws of the State of Michigan.

Section 2. The first annual meeting of the members of the Association may be convened at the call of the incorporator and may be called at any time thereafter by more than fifty percent (50%) in number of all members in the Association. The date, time and place of such meeting shall be set by the incorporators as to the first meeting and by the Board of Directors thereafter, and at least ten (10) days written notice thereof shall be given to each member. Annual meetings of the members of the Association shall be held on a date set by the Board of Directors each year. At such meetings, there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

Section 3. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the members presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each member of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice of meeting to the residential address of the member, as set forth in the files and records of the Association,

shall be deemed notice served. Any member may, by written waiver of notice signed by such co-owner, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 5. The presence in person or by proxy of forty percent (40%) in number of the members qualified to vote shall constitute a quorum for holding a meeting of the members, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the questions upon which the vote is cast.

Section 6. If any meeting of members cannot be held because a quorum is not in attendance, the members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meetings or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary, and Treasurer.

Section 8. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 4 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which the ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the members specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at

a meeting duly held after regular call and notice if a quorum is present either in person or by proxy and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or the Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meetings that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be governed by the Board of Directors all of whom must be members. No more than one director may be elected among the owners of any parcel in the Subdivision. Directors shall serve without compensation.

Section 2. The first Board of Director designated by the incorporator shall be composed of one (1) person and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association convened at the time required by Article II, Section 2 of these By-Laws. At such first meeting of members of the Association, three (3) directors shall be elected for staggered terms of office. The term of office of two (2) directors shall be fixed at two (2) years. The term of office of one (1) director shall be fixed at one (1) year. The terms of office shall be assigned based upon the number of votes received by each director. At the expirations of the initial term of office of each respective director, his/her successor shall be elected to serve a term of two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Articles of Incorporation, or these By-Laws prohibited or directed to be exercised and done by the members.

Section 4. In addition to the foregoing duties imposed by these By-Laws or any further duties which may be imposed by resolution of the members, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and administer the affairs of and to maintain Timber Ridge, a residential subdivision (hereinafter called the "Subdivision");
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, as set forth in the Building and Use Restrictions, to enforce assessments through liens and foreclosure proceedings when appropriate, and to impose late charges for nonpayment of assessments;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements to the entrance way after casualty;
- (e) To contract for and employ persons, firms or corporations to assist in the management, operation, maintenance, and administration of said Subdivision;
- (f) To make reasonable rules and regulations governing the use and enjoyment of the Subdivision by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;
- (g) To own, maintain and improve, and to receive, convey or assign any real and personal property, or any interest therein, including any easements or licenses, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association;
- (h) To enforce the provisions of the Building and Use Restrictions of the Subdivision and of these Articles of Incorporation and such By-Laws and Rules and Regulations of the Association as may hereafter be adopted;
- (i) To do anything required of or permitted to it as Administrator of said Subdivision by the Building and Use Restrictions, as from time to time amended;
- (j) To make and perform any contract necessary, incidental or convenient to the administration, management, maintenance, repair, replacement, and operation of said Subdivision and to the accomplishment of any of the purposes thereof.

Section 5. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a

director until a successor is elected at the next annual meeting of the members.

Section 6. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the affirmative vote of more than forty percent (40%) in number of all of the members and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal forty percent (40%) requirement set forth in Article II, Section 5. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 7. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole board shall be present.

Section 8. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. All members shall be advised in advance of the two required regularly scheduled meetings of the Board of Directors in the same manner as the Directors are advised of any additional regular meetings that are to be held. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telecopy, at least ten (10) days prior to the date named for such meeting.

Section 9. Special Meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally, by mail, telephone or telecopy, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two directors.

Section 10. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted

at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

ARTICLE IV.

OFFICERS

Section 1. The principal officers of the Association shall be a President who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer, all of whom shall serve without compensation. The directors may appoint an assistant Treasurer, and an assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President, Vice President and Secretary may be held by one person.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his/her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. The President shall be the chief executive officer of the Association. He/She shall preside at all meetings of the Association and of the Board of Directors. He/She shall have all of the general powers and duties which are usually vested in the office of the President of an association, including but not limited to the power to appoint committees from among the members from time to time as he/she may in his/her discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to fill in on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

Section 6. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he/she shall have charge of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all duties incident to the office of the Secretary.

Section 7. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/She shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit, of the Association, in such depositories as may from time to time be designated by the Board of Directors.

Section 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V.

FINANCE

Section 1. The fiscal year of the Association shall be a calendar year, commencing January 1 of each year and ending December 31.

Section 2. The funds of the Association shall be deposited in such bank as may be designated by the Board of Directors, shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board from time to time, and shall be handled in accordance with the Declaration of Restrictive Covenants and these By-Laws. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE VI.

INDEMNIFICATION OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AND AGENTS

Every director, officer, committee member, employee, and agent of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a director, officer, committee member, employee, and agent of the Association, whether or not he/she is a director, officer, committee member, employee, or agent at the time such expenses are incurred, except in such cases wherein the director, officer, committee member, employee, and agent is adjudged guilty of willful misfeasance or malfeasance, willful and wanton misconduct or gross negligence in the performance of his/her duties; provided, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer, committee member, employee, or agent seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the

Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer, committee member, employee, or agent may be entitled. Ten (10) days written notice of any proposed action by the Association to indemnify a director, officer, committee member, employee, or agent shall be given to all members. Further, the Board of Directors is authorized to carry directors' and officers' liability insurance covering acts of the directors, officers, committee members, employees, or agents of the Association in such amounts as it shall deem appropriate.

ARTICLE VII.

COLLECTION OF ASSESSMENTS AND CHARGES

Section 1. Assessments shall be due at such times established by the Board of Directors, either quarterly or annually. All other charges for services rendered by the Association shall be due when billed.

Section 2. The Board of Directors shall establish a procedure for collection of delinquent assessments and charges, and shall set a schedule of actions to be taken and a penalty fee for each action. These penalty fees shall approximate the actual costs to the Association, so the additional expense incurred in the collection of delinquent assessments will be borne by the delinquent members and not by all members. This procedure shall be reviewed and updated periodically to reflect changing conditions and expenses.

Section 3. Assessments and charges in default shall bear an interest rate of not less than seven percent (7%) per annum. The Board of Directors shall be authorized to approve an interest rate surcharge. The interest rate and interest rate surcharge combined, applying to delinquent accounts, shall not exceed the limit set by usury laws of the State of Michigan. The interest charges shall be compounded monthly on the unpaid balance of all delinquent accounts.

ARTICLE VIII.

AMENDMENTS

Section 1. These By-Laws may be amended by the Association at a duly constituted meeting for such purpose, by an affirmative vote of at least 60% of members.

Section 2. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the members whether meeting as members or by an instrument in writing signed by them.

Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II of these By-Laws.

Section 4. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any members shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

ARTICLE IX.

VIOLATION PROCEDURE

Section 1. The Board of Directors of the Association shall enforce the Building and Use Restrictions and these By-Laws in a fair and impartial manner.

Section 2. Violations of the Building and Use Restrictions by any member, and/or resident of record, shall be brought to the attention of the Board of Directors in writing signed by the complainant, except in cases of emergency.

Section 3. The Board of Directors shall send a letter to the member, and/or resident of record, citing the violation and the remedial action necessary.

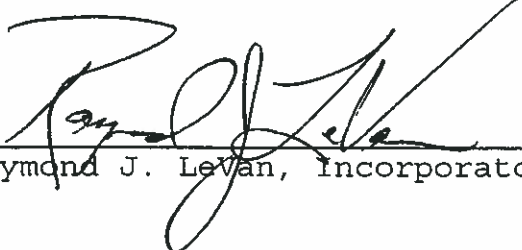
Section 4. If remedial action or compliance has not taken place within thirty (30) days, the member, and/or resident of record, shall be given the opportunity to meet with the Board of Directors to discuss the reason for non-compliance.

Section 5. This meeting shall take place at the next regularly scheduled Board of Directors meeting; or at a designated time set by the Board of Directors or upon written request of the member and/or resident of record.

Section 6. If the issue has not been resolved, with the foregoing steps, the Board of Directors shall refer the matter to its attorney. The Board of Directors shall notify the member, and/or resident of record, by mail of the action taken by it.

Section 7. All attorney fees and costs incurred in enforcing the Building and Use Restrictions will be charged to the owner of the parcel involved in the violation.

Section 8. Any officer of the Association shall be empowered to act as agent to enforce and implement the decision of the Board of Directors, as necessary.


Raymond J. LeVan, Incorporator