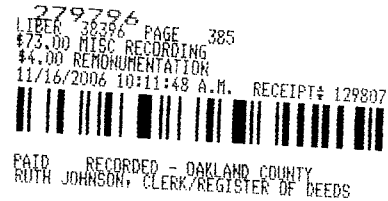


BY-LAWS



COPY

of
STONY CREEK RIDGE

HOMEOWNERS' ASSOCIATION

ARTICLE I - NAME AND LOCATION

The name of this Corporation is **STONY CREEK RIDGE HOMEOWNERS' ASSOCIATION**, hereinafter referred to as the "Association." The principal office of the Association shall be located at P.O. Box 81575, Rochester, MI 48308-1575, but meetings of members and directors may be held at such places within the State of Michigan as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

Section 1. "Association" shall mean and refer to the STONY CREEK RIDGE HOMEOWNERS' ASSOCIATION, a Michigan Non-Profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision and any future subdivisions or phases hereafter annexed, or the arid contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

Section 3. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivisions hereafter annexed.

Section 4. "Declarant" shall mean the individual or entity executing these Deed Restrictions and any successor or assign.

Section 5. "Declaration" shall mean and refer to the Declaration of Restrictions for STONY CREEK RIDGE SUBDIVISION, as recorded in Liber 16404, Page 055, Oakland County Records, and any further Amendments thereto.

Section 6. "Member" shall mean and refer to those persons who are owners and therefore entitled to membership in the Association, as provided in the Declaration and its Amendments.

Section 7. "Common Area" shall mean those areas of and within the Subdivision and any future phase of a STONY CREEK RIDGE SUBDIVISION (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners and shall also include without limiting the generality thereof plantings, shrubs, trees and sprinkling systems within any right of way or cul-de-

Stony Creek Ridge No. 1 15-12-406-000 ent
Stony Creek Ridge No. 2 15-12-301-000 ent
Stony Creek Ridge No. 3 15-12-430-000 ent
Stony Creek Ridge No. 4 15-12-127-000 ent
Stony Creek Ridge No. 5 15-12-126-000 ent
Stony Creek Ridge No. 6 15-12-102-000 ent

Sum

sac, entrance walls or monuments, interior bike paths and walks, bridges, subdivision signs, street lighting, if any, and other improvements as may be provided from time to time, including a community center, swimming pool and recreational facilities, including tennis courts, volley ball court and tot lot, if any. The Common Area to be owned by the Association shall be all areas designated on a plat as it now exists or as it may from time to time be modified or extended, as parks or park areas and all other areas designated on the plat, if any, as common areas] including that designated as community house and pool.

Section 8. "Subdivision" shall refer to STONY CREEK RIDGE SUBDIVISION and any contiguous platted STONY CREEK RIDGE SUBDIVISION which is made subject to the Declaration of Restrictions by the Declarant.

Section 9. "Committee" shall mean and refer to the architectural control committee appointed and maintained in accordance with Article II of the Declaration of Restrictions and shall include all other committees created and/or recognized by the Board.

Section 10. "Wetlands" shall mean that area described within a recorded plat of a Stony Creek Ridge Subdivision and identified within such plat as a wetland.

Section 11. "Woodlands" shall mean that area within a recorded plat of a Stony Creek Ridge Subdivision identified as a woodland area or any such area designated by the Developer.

Section 12. "Flood Plain" shall mean that area designated on the recorded plat of the Subdivision identified as a flood plain or flood plain area. If the 100 year flood plain area depicted in any such plat is revised by the United States Army Corp of Engineers and the Michigan Department of Environmental Quality, to remove such area from the 100 year flood plain, such property may be used for future development.

Section 13. "Phase" shall mean every contiguous platted subdivision(s) and such common areas and improvements within such subdivision, as Declarant in its sole discretion may elect to make subject to the Covenants and restrictions, easements, charges and liens of the Declaration of Restrictions and a certain Planned Residential Development Agreement for Stony Creek Ridge Planned Development between the Declarant and the City of Rochester.

Section 14. "Planned Residential Development Agreement for Stony Creek Ridge Planned Residential Development" is an agreement entered into on January 3, 1996 between the City of Rochester and Declarant for the development of the property under Article 25, Planned Residential Development (PRD), Option of the City of Rochester Zoning Ordinance, which agreement is made a part of the Declaration of Restrictions.

ARTICLE III - ARCHITECTURAL CONTROL

No house, building, fence, wall, deck, swimming pool, basketball backboard, outbuilding or other structure, landscaping or exterior improvement shall be, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein

or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, size shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by the Architectural Control Committee (the "Committee") of three (3) persons appointed by the Declarant. Each member of the Committee shall serve for a period of one (1) year, or until replaced by a subsequent appointee.

A. Plans and specifications for final approval by the committee shall include the following:

1. Complete plans and specifications sufficient to secure a building permit in the City of Rochester, including a dimensioned plot plan showing Lot and placement of residence, garage, outbuildings and fences (if any), and a driveway plan showing the location of the driveway which conforms to the driveway plan prepared by Declarants consulting engineer.
2. Front elevation, side elevations and rear elevation of building, plus elevations of walls and fences (if any).
3. A perspective drawing if deemed necessary by the Committee to interpret adequately the exterior design.
4. Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.
5. One set of blueprints shall be left with the Committee until construction is completed.

B. Preliminary plans may first be submitted for preliminary approval.

C. No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article II and IV of this Declaration, except in cases where waivers have been granted as provided for in the said Articles.

D. The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Articles III through VI of this Declaration or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, proportions, shape, the color scheme, the finish, design, height, style, repetition, or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would render the proposed improvement or alteration inharmonious or out of keeping with the objections of the Committee or with improvements on other Lots in the Subdivision. All, by accepting ownership of their Lot, acknowledge that the primary purpose for providing for architectural control is to insure the proper and harmonious development of the Subdivision (and each phase) in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the architectural control Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what dwellings, fences, walls, hedges,

structures or improvements will be permitted and are in keeping with the aesthetic beauty and desirability of the Subdivision and are otherwise consistent with the purposes of these Restrictions.

E. In the event the Committee fails to approve or disapprove plans within thirty (30) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.

F. Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, and are dated and signed by two (2) members for the Committee who were validly serving on the Committee on the date of such approval.

G. In no event shall either Declarant or the Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarant nor the Committee shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In addition, the Committee shall not be required to pass upon any technical aspects of construction or whether construction meets zoning, building code or safety requirements. The Committee's approval shall merely mean that the plans are in compliance with the intent and purpose of these restrictions and shall not be construed as to imply that the Committee has passed upon any other aspects of the plans, nor shall such approval imply that the building plans or Amplifications comply with zoning, building codes, safety requirements or regulations.

H. At the time that plans are submitted for approval, the party submitting the plans shall pay Declarant the sum of Two Hundred Fifty and 00/100 (\$250.00) Dollars to defray the costs of architectural control activities.

I. At such time as all of the Lots in all phases of the Subdivision are sold by Declarant and dwellings are erected thereon, or at such earlier time as Declarant may, in its sole discretion, elect, Declarant may assign, transfer and delegate architectural control responsibilities to the Association or to any other party or entity. Declarant may elect to retain architectural control so long as it has an interest in any lot in a Stony Creek Ridge Subdivision. At that time, the Association or such other party or entity shall become responsible for electing or appointing the Committee members and Declarant shall have no further responsibilities or duties.

ARTICLE IV - BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

A. **Use of lots.** All Lots shall be used and occupied for single family residence only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and buildings on each Lots, as hereinafter provided. Such dwelling house shall be designed and erected

for occupation by a single private family. A private attached garage for the sole use of the respective Owner or occupant of the lot upon which said garage is erected may also be erected and maintained as set forth herein. The requirement that garages have a side or rear entrance may be waived by the Declarant pursuant to Article XI (D) and upon the criteria set forth therein.

B. Character and Size of Buildings. No plan for any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by the City of Rochester and meets any requirements imposed by the Planned Residential Development Agreement. All houses on lots in the Meadows at Stony Creek Ridge shall be a minimum of 2000 square feet for a two-story house and 1750 square feet for a one-story house. Also, any house constructed in the Ravines of Stony Creek shall be a minimum of 2600 square feet for a two-story house and 2,100 square feet for a one-story house. All computations of livable floor for determination of the permissibility of erection of a residence shall be exclusive of garage, porches, or terraces. All garages must be attached and architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts in the "Ravines of Stony Creek" only, except that the committee upon request may waive in its sole discretion such prohibition. No garage shall provide space for less than two (2) automobiles nor more than three(3) automobiles. Carports are specifically prohibited.

C. Minimum Yard Requirements In The Ravines of Stony Creek. No building on any Lot shall be erected nearer than:

1. Twenty-Five (25) feet from the front Lot line; nor
2. Thirty-Five (35) feet from the rear Lot Line; nor
3. Ten (10) feet from the side line with a minimum combined side yard of thirty (30) feet.

In the Meadows at Stony Creek no building on any lot shall be erected nearer than:

1. Thirty (30) Feet from the Front Lot Line with the exception of corner lots and lots narrower than Seventy (70) Feet at any point within the building envelope created by the front and rear setbacks. Houses on said lots can be setback Twenty-Five (25') feet from the front lot line with permission of the Architectural Control Committee.
2. Thirty-Five (35') feet from the rear lot line.
3. Eight and three-quarters (8 3/4) Feet from the side lot line with a minimum combined side yard setback of Seventeen and one-half (17 1/2) Feet.

Approval of a variance by both the Committee and the City of Rochester Board of Appeals permitting front, rear or side yards smaller or greater than the above shall be deemed a valid waiver of this Restriction. In the event that the City of Rochester shall, at any time require yard areas larger than those above specified, then in such event all

dwellings shall comply with the requirements of the City of Rochester. No variance however, shall be effective unless it is also agreed to in writing by the Committee.

D. Minimum Width. The minimum dwelling width shall be subject to the discretion of the Committee, which shall attempt to maintain uniform standards throughout the Subdivision.

E. Animals. No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others. In no event shall more than two (2) dogs be kept or harbored on any lot.

Any dog kept by a resident on his premises shall be kept on a leash or in a dog run or pen and shall not be allowed to run loose or unattended. No vicious dog may be kept upon a lot. No dog runs or pens shall be permitted to be erected or maintained except if approved in writing by the Declarant and the Architectural Control Committee in their sole discretion. If the Declarant and Architectural Control Committee shall approve such dog run, it must be located within the rear yard (only) adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the lot and shall not extend beyond the end of the dwelling or garage into the side yard.

F. Fences, Walls, Hedges, Etc. No fence, wall or hedge of any kind shall be erected or maintained on any Lot without the prior written approval of the Committee. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at Street intersections. No chain link fence shall be permitted. No fence, wall or hedge shall be erected, grown or maintained in front of or along the front building line of a Lot. All fences and walls must be approved by the City and all necessary permits obtained.

G. Easements.

1. Easements for the installation and maintenance of utilities, underground television cable, sewer lines, water mains, drainage lines surface drainage swales, or any other improvements which would serve the residents of the Subdivision as established by Declarant, its successors and assigns, are shown on the recorded plat. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such service, or utilities.
2. Declarant reserves, as permitted by the City of Rochester, the right to erect and maintain other signs identifying the subdivision(s). All signs shall comply with the ordinances of the City of Rochester, and the Subdivision Control Act of 1967.
3. No buildings may be constructed or maintained over or on any easements: however, after the aforementioned utilities have been

installed, planting, fencing (where permitted) or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage, retention and/or detention plans of the subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities; and provided as to lots 103 and 174 of Stony Creek Ridge Subdivision such plantings and shrubs do not interfere with the visibility or maintenance of signs placed within such areas by Declarant.

4. Private easements for public utilities have been granted and reserved on the plat of the Subdivision.

H. Wells. No well shall be dug, installed or constructed on any Lot.

I. Temporary Structures. Trailers, tents, shacks, sheds, barns, or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings. However, the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling by a licensed builder, and which shall be removed from the premises upon completion of the building may be permitted, upon prior written permission from the Declarant and necessary approval from the City of Rochester

J. Sales Agency and/or Business Office. Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and/or any builders which it may designate may construct and maintain a sales agency and a business office upon any Lots which they may select, or may use a model house for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the Lots in which Declarant or such designated builders have an interest are sold by them.

K. Lease Restrictions. No owners of any lot shall lease and/or sublet less than the whole of any dwelling on any lot.

L. Exterior Surface of Dwellings. The visible exterior walls of all dwelling structures shall be made primarily of brick construction with brick and/or fieldstone to be used on the front and side elevations up to the eave me, roofline, or at least the height of 10-12 feet. Stucco, aluminum and/or ledge rack may also be used, so long as any of these materials alone or in combination do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of commercial siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

M. Signs. No sign or billboard shall be placed, erected, or maintained on any Lot, except one sign advertising the Lot, or the house and Lot for sale or lease, which said sign shall have a surface of not more than five (5) square feet, and the top of which shall not be more than three (3) feet above the ground; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the side

Lot, and shall in no event be placed and maintained nearer than twenty-five (25) feet from the front Lot line. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any Lot by Declarant, or any builder which it may designate during the initial period of construction of houses, or during such periods as any residence is used as a model or for display purposes and further accepting such temporary political signs as defined in and subject to the provisions of Title V, Article 22, Sections 2201 (N) and 2205(K)(1-8) of the Ordinance of the City of Rochester (Zoning and Planning).

N. Destruction of Building by Fire, etc. Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly condition. Refurbication shall commence within 60 days from the date of such casualty

O. Landscaping. Upon the completion of a residence or any of the Lots, the Owner thereof (and the word "owner", as used in this connection is intended to mean the party who purchases a residence from the builder thereof and the builder if such house has not been sold, and each subsequent purchaser), shall cause the Lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits, but not greater than six (6) months from date of issuance of a Certificate of Occupancy. The Lot and the drainage ditch, if any, contiguous to each Lot shall be kept free of weeds by the Owner thereof. All landscaping and lawns shall be well maintained at all times.

P. Driveways. All driveways shall be constructed of concrete or concrete with paving brick unless the Committee shall approve an alternate paving material. The initial plans submitted to the committee in accordance with Article II hereof shall designate the location of the driveway and the building materials to be used for approval by the Committee.

Q. General Conditions.

1. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.
2. No house trailers, commercial vehicles, boat trailers, boats, motor homes or camping trailers may be parked on or stored on any Lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision, or on any Lot therein, except while normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each builder offering new houses for sale only during the period when new houses are under construction in the Subdivision by that builder.
3. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts, and in the case of

corner Lots, such laundry shall not be hung so that it will be visible from the streets on which the dwelling fronts and sides.

4. All homes shall be equipped with electric garbage disposal units in the kitchen.
5. The grade of any Lot or Lots in the Subdivision may not be changed without the written consent of the Committee and the City of Rochester. This restriction is intended to prevent interference with the master drainage plans for the Subdivision which have been approved by the City of Rochester.
6. No "through the wall" air conditioners may be installed on the front wall or in any front window of any building.
7. No outside compressors for central air conditioning units may be located other than in the rear yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.
8. No swimming pool may be built which is higher than one (1) foot above the existing Lot grade. No above ground swimming pools shall be erected or maintained on any Lot. A swimming pool must be fenced in accordance with all regulatory requirements with appropriate landscape screening.
9. No basketball backboards or hoops may be installed or placed on a separate or free standing detached stand or pedestal on any Lot. Only clear, plexiglass backboards and hoops shall be permitted which must be attached above the garage door.
10. All Lots in the Subdivision shall be used exclusively for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling not to exceed two and one-half (2 1/2) stories in height, which may include an attached garage.
11. No part of any dwelling or other structure shall be used for any activity normally conducted as business.
12. No Lot shall be subdivided, except with the written consent of Declarant in compliance with local ordinance and the Subdivision Control Act.
13. No outside television antenna or other antenna or aerial, saucer or similar device shall be placed, constructed, altered or maintained on any Lot or any home constructed thereon, unless the Committee or the Declarant determines, in their sole discretion, that the absence of any such device creates a hardship with respect to a particular Lot.

14. It shall be the responsibility of each lot owner to prevent the occurrence of any unclean, unsightly, or unkempt condition of buildings or grounds on each Owner's Lot. No lawn ornaments, sculptures or statues shall be placed or remain on any Lot without the prior written permission of the Committee or the Declarant.
15. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbor. No incessant barking or vicious dog shall be allowed to remain upon any Lot.
16. No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Committee or Declarant in compliance with local ordinance and the Subdivision Control Act. However, Declarant hereby expressly reserves the right to replat any two (2) or more Lots shown on the plat or preliminary plat of the Subdivision according to Section 560.104(a) of the Subdivision Control Act, in order to create a modified building lot or lots and to take such other steps as are reasonably necessary to make such replatted lots suitable or fit as building sites to include, but not be limited to, the relocation of easements, walk-ways and right-of-ways to conform to the new boundaries of said replatted lot.
17. It is understood that any construction including grading upon any lot requires compliance with the Ordinances of the City of Rochester and the permission from the City of Rochester as well as the written consent of the Committee for any deviation from such Ordinances.

Anything contained herein to the contrary notwithstanding, no building and use restriction contained in this Article shall be deemed to limit the authority, control and power of the Committee with respect to its right to approve plans for construction on Owners' Lots.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot in the Subdivision shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A shall be all Owners, with the exception of the Declarant and its builder/purchasers. Class A members shall have no voting rights until the following shall occur.

- (i) The Class A members of all Stony Creek Ridge

Subdivision(s) (and all phases) have attained at least eighty (80%) percent or more of the number of votes of the original Class B as hereinafter defined; or

- (ii) The date that the Class B members elect in writing to waive the requirements of 2(i).

Upon the happening of the first to occur of such events, the Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons, collectively shall be, and the vote for each such lot shall be exercised as they determine, provided that in no event shall more than one vote be cast with respect to any one lot.

Class B. The Class B members shall be the Declarant and/or its builder/purchasers. Class B members shall be entitled to one vote for each lot owned in any Stony Creek Ridge Subdivision, including all phases.

ARTICLE VI - PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right to use the Common Areas, if any, which shall be appurtenant to and shall pass with the title to every lot, whether or not specifically set forth in the deed of conveyance of said lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and the right to use the recreational facilities by an owner of any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members,

No such dedication or transfer shall be effective until an instrument agreeing to such dedication or transfer having been signed by 2/3 of the members entitled to vote has been recorded with the Oakland County Register of Deeds.

- (d) the Common Areas, if any, may be used for all passive forms of recreation, including hiking, nature study, picnicking and similar pursuits in keeping with the nature of the area, as well as for the storage of surface water and for a community pool, cabana, and/or

clubhouse. No change shall be permitted in any Common Area which would alter any storm water and surface water detention and retention and storage basins or other facilities constructed thereon, if any. Recreational Facilities, including but not limited to bridges, bike paths, picnic shelters, grills and similar items, may be constructed in any Common Area by the Association or the Declarant, provided such does not violate the Restrictions, the Planned Residential Development Agreement, or any designated wetland or woodland, or ordinance, administrative order or law regulating such areas. Nothing in this paragraph, however, shall be construed to create any obligation whatsoever to construct any recreational facilities by the Association or the Declarant including but not limited to any community pool, cabana, or other facility. All members of the Association, and guests accompanying said members, shall have equal access to any Common Area and all facilities located thereon, subject to rules and regulations established by the Association, including, but not limited to the right to place limitations on the number of guests or to prohibit guests at certain prescribed times. All efforts shall be utilized by the Association and the membership to preserve and maintain all trees, shrubs and landscaping, if any, within any common areas. No Owner may remove trees and/or shrubs from the common area(s) for planting upon his property.

Additional uses for the Common Area may be established if approved in writing by not less than fifty-one (51%) percent of the members of the Association then entitled to vote and ratified by the Declarant.

- (e) Any and all uses of the common areas that may result in damage to a common area must be approved in advance by the Board which may require the posting of a bond for the repair of any damage to a common area.

Section 2. Delegation of Use. Any owner may Delegate in accordance with the By-Laws, his right of enjoyment in and to the Common Area and facilities to the member's family, his tenant(s) or his land contract purchasers.

ARTICLE VII - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements such assessments to be established and collected as hereinafter provided. The annual general and special assessments, together with interest thereon, collection costs, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection thereof,

including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by them, but shall remain a lien upon the property, unless paid.

Section 2. Membership Fees and Purpose. In order to pay the cost of carrying out its responsibilities hereunder, the Association shall levy fees, dues or assessments on each Lot in the subdivision, whether or not the Lot Owner is an active member of the Association, except Lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such a builder be obligated to pay fees, dues or assessments to the Association. All such fees, dues or assessments shall be charged equally to each Lot, and may be enforced through the lien provided for in this Article or by any other lawful means of collecting debts.

The fees, dues or assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and future subdivisions or lots hereafter annexed or added, and in particular for the improvement and maintenance of the Common Area(s) or Subdivision entrance-ways now or hereafter owned by the Association, and facilities thereon, and other property under the control of the Association; for planting and maintenance of trees, shrubs and grass; for construction operation and maintenance, repair and replacement of recreational facilities, including the community house, pool and tennis courts and tot lot(s), and all other facilities and improvements; for repair, replacement and maintenance of any retention, detention and sedimentation facilities and street lighting if any; for caring for vacant lots; for providing community services; and for the protection of the Owners; for maintenance and preservation of the wetlands and woodland areas, if any, designated on any Plat of a Stony Creek Ridge Subdivision; for maintenance and repair of any internal sidewalks and/or bike paths or bridges, if any; for maintenance and repair of any sprinkling or irrigation system serving common areas and improvements; for payment of legal, accounting, professional fees and insurance; and for such personnel and employees as may be required to fulfill the obligations herein.

Anything contained herein to the contrary notwithstanding there shall be no membership fee due for any Lot until a home is constructed on the lot and the home is first occupied by a purchaser.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy against each owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement in or upon the Common Area and other areas under the control of the Association, including, without limiting the generality thereof, subdivision entrances, retention ponds, retention, detention areas, the community house and pool, fixtures and personal property, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of Owners who are then entitled to vote, voting in person or by proxy at a meeting duly called for that purpose.

Section 4. In addition to the annual assessment provided for herein, a fee in the

amount of \$100.00 shall be assessed for the review of architectural plans and a mailbox fee in the amount of \$350.00 shall be assessed for each newly constructed house upon closing.

Section 5. Lien. Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing these restrictions which are reimbursable under Article VI below, shall constitute a lien on the Lot of each Lot Owner responsible for such fees or expenses. Declarant or the Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the Lot subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot in the Subdivision.

Section 6. Notice and Quorum for Actions Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any authorized shall be sent to all members entitled to vote not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty (30%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment. Both the general and the special assessments shall be set by the Board of Directors at the uniform rate for the Owners of all Lots and may be collected on a monthly or an annual basis. However, notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no assessment shall be levied against the Declarant, or any builder who has purchased one or more Lots for the purpose of construction of a residence thereon for sale to an Owner.

The annual general assessment shall not be increased more than ten (10%) percent of assessment for the preceding year, unless a greater increase is approved by a simple majority vote of homeowners.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. A conveyance to a builder who has purchased a Lot for the purpose of constructing a residence thereon for sale to an Owner shall not be deemed to be a conveyance to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. In order to defray the costs of collection, any assessment not paid in full within thirty (30) days after its due date shall bear interest from the due date at the highest lawful interest rate per annum until paid and shall be subject to a late payment fee in the amount of Fifty and 00/100 (\$50.00) Dollars. The Association may bring an action at Law against the owner personally obligated to pay the same, or foreclose the lien against such Owners lot. The owner shall be responsible to pay for any attorneys fees and other expenses incurred by the Association in collecting the amount due. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 10. Exempt Property. All Common Areas and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from the assessments, charge and lien created herein.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure proceedings or a judgment of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale but shall not relieve such lot from liability for any future assessments thereafter becoming due or from the lien thereafter created.

Section 12. Liability of Board Members. Neither any Member of the Board nor the Declarant shall be personally liable to any Owner, or to any other Party, for the damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, the Declarant or any other representatives or employees of the Association.

Section 13. Failure of Association to Maintain Common Areas; Action by City of Rochester. In the event the Association fails at any time to maintain the Open Space Areas as defined within the Planned Residential Development Agreement in reasonable order and condition, the City of Rochester may serve written notice upon the Association setting forth the specific manner in which the Association has failed to maintain the Open Space and such notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days.

If the conditions set forth in the notice, or any modification thereof, shall not be cured within such thirty (30) day period or any extension thereof, the City of Rochester, in order to prevent the Open Space from becoming a nuisance, may maintain the same and the reasonable and necessary costs of maintenance shall be assessed against the Owners of the lots and their respective successors and assigns, which assessment shall be payable in the manner as required by the City of Rochester for the payment of the general property taxes.

ARTICLE VIII - MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of those members entitled to vote shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held

on a date and time and at a place designated by the Board upon notice to homeowners of at least thirty (30) days.

Section 2. Special meetings. Special meetings of the members may be called at any time by the president or by vote of the Board of Directors, or upon written request of the members who are entitled to vote one-half (1/2) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting of each member entitled to vote thereat, addressed to the members address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Each member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Such notice shall specify the place, date and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. If business of any meeting shall involve any special assessments authorized, notice of such meeting shall be given or sent as provided in Article V.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IX - BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3), but not more than fifteen (15) Directors who need not be members of the Association. Such Board of Directors shall be appointed by the Declarant until such time as not less than eighty (80%) percent of the residential lots in all STONY CREEK RIDGE SUBDIVISION(S) shall have been sold to Owners or from that date that Declarant transfers voting rights to the Owners, whichever is first to occur. Thereafter, the Board of Directors shall be elected by the owners.

Section 2. Transfer of Right to Appoint Directors. In the event that following the transfer of operating rights by the Declarant, the Owners are unwilling or unable to elect a Board of Directors who desire to serve as directors, the Declarant reserves the right to grant to a Management Agent of the Association or to such other designee chosen by Declarant the right to appoint a Board of Directors composed of either Owners or non-owners, or some combination thereof. The fee charged by such Management Agent or other designee and by the directors shall be paid directly by the

Association. The right of the Management Agent or other designee to appoint the Board of Directors shall continue until the next annual meeting of the members at which the Owners are willing and able to elect a Board of Directors of Owners who desire to serve as directors.

Section 3. Term of Office. At the first annual meeting, and at each annual meeting thereafter, the members of the Association entitled to vote shall elect at least three (3) Directors for a term of one (1) year. A Director shall hold office for the term for which he is elected and until his successor is elected and qualified or until his resignation or removal.

Section 4. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association then entitled to vote.

Section 5. Vacancies. Vacancies in the Board of Directors caused by death, resignation or removal of a Director shall be filled by appointment by and upon the vote of a majority of the remaining Directors, and such Director or Directors, so appointed, shall serve for the unexpired term of his predecessor.

Section 6. Compensation. No Director other than as set forth in Section 2, shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE X - MEETINGS OF DIRECTORS

Section 1. Place of Meeting. The Directors may hold their meetings in such place or places within or without this State as a majority of the Board of Directors may, from time to time determine.

Section 2. Meetings. Meetings of the Board of Directors may be called at any time by the president or the secretary or by a majority of the Board of Directors. The Directors shall be notified in writing of the time, place and purpose of all meetings of the Board at least three (3) days prior to the date scheduled for said meeting with the exception of the annual meeting of the Board of Directors, for which no notice shall be provided, and which shall be held immediately after the annual meeting of the members. Attendance of a Director at a meeting constitutes a waiver of notice of said meeting, except where the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3. Quorum. A majority of the members of the Board then in office constitutes a quorum to the transaction of business. The vote of the majority of members present at a meeting at which a quorum is present constitutes the action of the Board; provided that amendment of the By-Laws by the Board of Directors requires the vote of not less than a majority of the members of the Board then in office.

Section 4. Action Without a Meeting. Any action which might be taken at a meeting of the Board may be taken without a meeting if before or after the said action all members of the Board consent thereto in writing. The written consents shall be filed with the Minutes of the proceedings of the Board. The consent has the same effect as a vote

of the Board for all purposes.

ARTICLE XI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to, in addition to any and all powers conferred by Statute, to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of the published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, the Declaration, or the PRD Agreement, if any;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive scheduled meetings of the Board of Directors;
- (e) Employ a manager, an independent contractor, professional maintenance contractors or such other employees as they deem necessary, and to prescribe their duties; and
- (f) To delegate to the appropriate officers the carrying out of its policies and directives.

Section 2. Duties. The Board of Directors shall:

- (a) Fix the amount of the assessment against each lot at least thirty (30) days in advance of each assessment period;
- (b) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each assessment period;
- (c) Initiate collection of delinquent assessments including, in their discretion, the foreclosure of the lien against any property for which assessments are not paid after due or to bring an action at law against the Owner personally obligated to pay the same;
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for

the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause the Common Areas and the facilities and improvements to be maintained and preserved, as is more fully defined in the Declaration, By-Laws, and the Planned Residential Development Agreement;
- (g) To exercise for the Association all powers, duties and authority vested in or delegated to the Association.

ARTICLE XII - OFFICERS

Section 1. At the annual meeting of the Board of Directors the Board shall select a president, a secretary and a treasurer and may select one or more vice presidents, assistant secretaries and assistant treasurers who shall serve for the period of one (1) year or until their successors shall be chosen. Two or more offices may be held by the same person but an officer shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or the Articles of Incorporation or By-Laws to be executed and acknowledged or verified by two (2) or more officers.

Section 2. The Board of Directors may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the Corporation, including a Managing Agent. All officers and agents shall respectively have such authority and perform such duties in the management of the property and affairs of the Association as may be designated by the Board of Directors. The Board of Directors may remove any officer or agent whenever, in their judgment, the interests of the Association will be served thereby.

Section 3. The Board of Directors may secure the fidelity of any or all of such officers by bond or otherwise.

ARTICLE XIII - DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Association, and in the recess of the Board of Directors shall have the general control and management of its business and affairs, subject, however, to the right of the Board of Directors to delegate any specific power except such as may be by statute exclusively conferred upon the President, to any other officer or officers of the Association. He shall preside at all meetings of the Directors and all meetings of the members.

Section 2. Vice-President. In case of the office of President shall become vacant by death, resignation, or otherwise, or in case of the absence of the President, or his disability to discharge the duties of his office, such duties shall, for the time being, devolve upon the Vice-President who shall do and perform such other acts as the Board of Directors may, from time to time, authorize him to do.

Section 3. Treasurer. The Treasurer shall have custody and keep account of all money, funds and property of the Association, unless otherwise determined by the Board of Directors, and he shall render such accounts and present such statement to the Directors and President as may be required of him. He shall deposit all funds of the Association which may come into his hands in such bank or banks as the Board of Directors may designate. He shall keep his bank accounts in the name of the Association, and shall exhibit his books and accounts, at all reasonable times, to any Director or the Association upon application at the office of the Association during business hours. He shall pay out money as the affairs of the Association require upon the order of the properly constituted officer or officers of the Association, taking proper vouchers therefor; provided, however, the Board of Directors shall have power by resolution to delegate any of the duties of the Treasurer to other officers, and to provide by what officers., if any, all bills, notes, checks, vouchers, orders or other instruments shall be countersigned. He shall perform, in addition, such other duties as may be delegated to him by the Board of Directors.

Section 4. Secretary. The Secretary of the Association shall keep the minutes of all the meetings of the members and Board of Directors in books provided for that purpose; he shall attend to the giving and receiving of all notices of the Association to the members, he shall have charge of the books and papers as the Board of Directors may direct; all of which, shall, at all reasonable times, be open to the examination of any Director upon application at the office of Secretary, and in addition such other duties as may be delegated to him by the Board of Directors; and shall keep appropriate records of the names and addresses of the members.

Section 5. Contracts Signed by Officers. Any of the following officers, President, Vice President, Secretary or Treasurer may sign any contracts of the Association unless otherwise provided by the Board of Directors.

ARTICLE XIV - ENFORCEMENT

The Association shall have the right at any time or times to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition, in and remove any building, structure or improvement erected, installed or maintained in violation of the terms hereof at the Lot Owner's expense, and to recover arrearages or other dues for any violation. Any such entry shall not constitute a trespass. The Association may recover against a Lot Owner violating the provisions of this Declaration all reasonable costs incurred by it in enforcing such provisions in any of the foregoing ways, including the cost of removing offending structures and actual attorneys fees and other litigation costs.

Failure to enforce any provision contained herein in any particular instance shall not be considered a waiver of the right to do so as to any continuing, subsequent or other violation.

ARTICLE XV - COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate in

carrying out its purposes.

ARTICLE XVI - PROXIES

Section 1. At all meetings of members, each member entitled to vote may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sate by the member of his lot.

ARTICLE XVII - CORPORATE SEAL

No seal shall be required to be adopted as the corporate seal of this Association for the regular conduct of its business. In the event a seal should be required for any transaction, then any blank corporate seal may be utilized as the seat for this Association.

ARTICLE XVIII - AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of each class of members present, either in person or by proxy, and entitled to vote, provided that any matter stated herein to be or which is in fact governed by the Declaration of Restrictions or to any PRD Agreement applicable to the Subdivision(s), and recorded, may not be amended except as provided in such Declaration of Restrictions or PRD Agreement, if any.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control.

ARTICLE XIX - MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except the first fiscal year shall being on the date of incorporation.

ARTICLE XX - INDEMNITY

Limitation of Liability of Directors. No volunteer director, as that term is defined in Act 162, Public Acts of 1982, as amended ('Act'), shall be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director provided that the foregoing shall not eliminate the liability of a director for any of the following: (i) breach of the directors duty of loyalty to the Association or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551 (1) of the Act; (iv) a transaction from which the director derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Association, in addition to the limitation on personal liability contained herein, shall be limited to the

fullest extent permitted by the amended Act. No amendment or repeal of this Article XVII shall apply to or have any effect on the Liability of any director of the Association or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE XXI - ANNEXATION OF ADDITIONAL LOTS AND/OR COMMON AREA

The Declarant reserved in the Declaration the right in its' sole and absolute discretion at any time or times in the future to amend the Declaration and by recording such with the Oakland County Register of Deeds office to add to it one or more lots or one or more additional subdivisions of land contiguous and adjacent to the Subdivision, hereafter developed and platted by Declarant or its assigns. Such Amendment need only to be signed by the Declarant. Additional lots an/or subdivisions may or may not contain additional common areas, wetlands, woodlands and/or improvements. Any such amendments to the Declaration shall provide that the owners of all of the residential lots added to the Subdivision or in additional subdivisions shall be required to be members of the Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration. Such amendments shall also provide that the common area contained within the Subdivision and all common areas later added to the Subdivision or future subdivisions shall be for the benefit and use of all Owners of all Lots in the subdivisions, Additional common area so added shall be owned and maintained by the Association in accordance with the terms of the Deed Restrictions. Annexation by action of the Association shall require the consent of two-thirds (2/3) of its members then entitled to vote.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected President of the **STONY CREEK RIDGE HOMEOWNERS ASSOCIATION** and that the above is a true copy of the By-Laws of this Association adopted by the Association on this 31st day of October 2006.

Thomas E. Marshall
Thomas E. Marshall
Thomas E. Marshall
President

Ramona Y. Marshall
RAMONA Y. MARSHALL
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES JUL 4, 2011
ACTING IN COUNTY OF

Subscribed and sworn before me, this 16th
day of NOVEMBER, 2006, a Notary Public
In and for Oakland County,
Michigan, by Thomas Marshall only
J. Babin
(Signature)
NOTARY PUBLIC
My Commission expires _____
J. BABIN
Notary Public, Oakland County, Michigan
My Commission Expires July 2, 2007

Drafter: Thomas E. Marshall
22 Return to: Thomas E. Marshall
715 E. South Blvd.
Rochester Hills, MI 48307