

PURCHASER INFORMATION BOOKLET

FOR

PINE CREEK

A Site Condominium Project

in

Waterford Township, Michigan

Developed by:

PINE CREEK DEVELOPMENT, L.L.C.

522 North Main Street

Suite 200

Milford, Michigan 48381

Third Revision - July 1998



PURCHASER INFORMATION BOOKLET
FOR
PINE CREEK

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ESCROW AGREEMENT

FIRST AMENDMENT TO THE MASTER DEED OF PINE CREEK

Recorded 11 December 1995

SECOND AMENDMENT TO THE MASTER DEED OF PINE CREEK

Recorded 24 July 1997

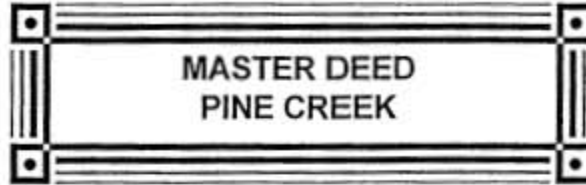
THIRD AMENDMENT TO THE MASTER DEED OF PINE CREEK

Recorded 18 May 1998

MASTER DEED

PINE CREEK

JUL 31 95 138546



129.00 DEED
2.00 REMONUMENTATION
JUL 95 2:43 P.M. RECEIPT# 70A
RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

This Master Deed is made and executed on this 27th day of JULY, 1995, by **PINE CREEK DEVELOPMENT, L.L.C.**, a Michigan limited liability company, (hereinafter referred to as "Developer"), whose address is 8615 Richardson Road, Walled Lake, Michigan 48390, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish **PINE CREEK** as a Condominium Project under the Act and does declare that **PINE CREEK** (hereinafter referred to as the "Condominium," "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

**ARTICLE I
TITLE AND NATURE**

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The Condominium Project shall be known as **PINE CREEK**, Oakland County Condominium Subdivision Plan No. 924. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project and/or from a public road. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners and General Common Elements of the Condominium Project.

13-19-401-007

O.K. - LM

OK - T. SMITH

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is located in the Township of Waterford, County of Oakland, State of Michigan, and is described as follows:

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 19, T.3N., R.8E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3.N., R.9E., OAKLAND COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, N.88°43'06"W., 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE CONTINUING ALONG SAID CENTERLINE N.88°43'06"W., 227.26 FEET; THENCE N.60°25'37"W., 44.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. THENCE S.01°07'53"W., 1352.77 FEET; THENCE N.89°06'08"W., 303.72 FEET; THENCE N.01°07'53"E., 1052.19 FEET; THENCE S.88°52'07"E., 121.86 FEET; THENCE N.01°07'53"E., 144.06 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 74.08 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 160°19'28" AND A CHORD BEARING AND DISTANCE OF N.09°17'37"E., 73.83 FEET; THENCE N.88°52'07"W., 20.24 FEET; THENCE N.29°34'24"E., 165.71 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID CENTERLINE S.60°25'37"E., 128.16 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. CONTAINING 8.66 ACRES OF LAND MORE OR LESS. BEING SUBJECT TO THE RIGHTS OF THE PUBLIC AND OR ANY OTHER GOVERNMENTAL IN THAT PART OF PONTIAC LAKE ROAD TAKEN, USED OR DEED FOR ROADWAY PURPOSES. ALSO BEING SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD.

0077002
ORDER AND COUNTY RECORDATION...
13-19-401-007
4.00

The following described property contained in the above description is intended to be dedicated by Developer to the County of Oakland for public road way and right of way:

RIGHT-OF-WAY FOR PINE CREEK DRIVE AND PINE CREEK TRAIL

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 19, T.3N., R.8E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3.N., R.9E., OAKLAND COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, N.88°43'06"W., 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE CONTINUING ALONG SAID CENTERLINE N.88°43'06"W., 227.26 FEET; THENCE N.60°25'37"W., 44.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. THENCE S.01°07'53"W., 48.90 FEET; THENCE N.60°25'37"W., 79.45 FEET; THENCE S.29°34'23"W., 58.50 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 99.28 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 28°26'30" AND A CHORD BEARING AND DISTANCE OF S.15°21'08"W., 98.26 FEET; THENCE S.01°07'53"W., 549.88 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 62.44 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 17°53'21" AND A CHORD BEARING AND DISTANCE OF S.07°14'32"E., 48.42 FEET TO THE POINT OF COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT 51.61 FEET, SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 70°24'14" AND A CHORD BEARING AND DISTANCE OF S.51°57'35"E., 48.42 FEET TO THE POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 306.02 FEET, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 269°45'06" AND A CHORD BEARING AND DISTANCE OF S.47°42'51"W., 92.12 FEET TO THE POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.34 FEET, SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 31°50'44" AND A CHORD BEARING AND DISTANCE OF N.13°19'58"W., 23.04 FEET TO THE POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 137.89 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 30°23'13" AND A CHORD BEARING AND DISTANCE OF N.14°03'44"W., 136.28 FEET; THENCE N.01°07'53"E., 37.14 FEET; THENCE N.88°52'07"W., 121.86 FEET; THENCE N.01°07'53"E., 60.00 FEET; THENCE S.88°52'07"E., 121.86 FEET; THENCE N.01°07'53"E., 452.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 129.06 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 28°26'30" AND A CHORD BEARING AND DISTANCE OF N.15°21'08"E., 127.74 FEET; THENCE N.29°34'23"E., 58.50 FEET; THENCE N.60°25'37"W., 12.00 FEET; THENCE N.29°34'23"E., 43.00 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID CENTERLINE S.60°25'37"E., 128.16 FEET TO THE POINT OF BEGINNING. CONTAINING 1.77 ACRES OF LAND MORE OR LESS. BEING SUBJECT TO THE RIGHTS OF THE PUBLIC AND OR ANY OTHER GOVERNMENTAL IN THAT PART OF PONTIAC LAKE ROAD TAKEN, USED OR DEEDED FOR ROADWAY PURPOSES. ALSO BEING SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the **PINE CREEK ASSOCIATION**, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in **PINE CREEK** as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means **PINE CREEK ASSOCIATION**, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage, and maintain the Condominium.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3 (8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements", where used without modification, means both the General Common Elements described in the condominium documents. There are no limited common elements.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above all improvements and structures thereon, and all easements, rights and appurtenances belonging to **PINE CREEK** as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean **PINE CREEK** as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Mater Deed which shall describe PINE CREEK as a completed Condominium Project shall reflect the entire land area added to the Condominium from time to time under Article VII hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded. Further, in the event that there is no need to modify the terms of the Master Deed or Bylaws and if the only changes are revisions to the Condominium Subdivision Plan, then there shall be no need to re-record the Master Deed and/or Bylaws but any such revisions may be reflected by the recording of an amendment for the purpose of evidencing the locations of Units, Common Elements and utilities as actually built.

Section 10. Co-Owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 11. Developer. "Developer" means **PINE CREEK DEVELOPMENT, L.L.C.**, who has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty (50%) percent of the Units

which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after seventy five (75%) percent in number of all of the Units which may be created are sold, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in PINE CREEK as such space may be described in Article V, Section I hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows;

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II hereof and other common areas, if any, not identified as Units.

(b) Easements. All beneficial ingress, egress, utility and maintenance easements referred to under Article II and Exhibit "B" hereof, if any.

(c) Electrical. The electrical transmission mains throughout the Project, up to the point of lateral connections for Unit service, as well as the electric meter measuring electric service to general common elements maintained by the Association.

(d) Site Lighting. Lights, if any, designed to provide illumination for the Condominium Premises as a whole.

(e) Cable Television. Cable television wiring, if any, through out the Project located within the right of way (excluding facilities which serve individual units).

(f) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service.

(g) Gas. The gas distribution system throughout the Project up to the point of lateral connections for Unit service.

(h) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service.

(i) Water. The public water supply system throughout the project up to the point of lateral connections for unit service.

(j) Sewers. The public sewage disposal system throughout the project up to the point of lateral connections for unit service.

(k) Drainage Areas, Retention/Detention Pond. The drainage areas, storm water, retention/detention pond, if any, depicted on the condominium subdivision plan.

(l) Common Signage. The signage located at the entrance of the Project, if any, and all other signage identifying the Project that may hereafter be installed by the Developer or the Association.

(m) Sidewalks. The project sidewalk system, if any.

(n) Other. Such other elements of the Project not herein designated as General Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project.

Section 2. Limited Common Elements. There are no Limited Common Elements in the project.

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

(a) Co-owner Responsibilities.

(i) Units. The responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit designated in the

Condominium Subdivision Plan and all structures and improvements located therein shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of the dwellings within the Units, to the extent visible from any other dwelling within a Unit or Common Element in the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Failure of any Co-owner to adhere to such maintenance and aesthetic standards shall entitle the Association to enter upon such Co-owner's Unit and to perform the necessary maintenance, decoration, repair or replacement in accordance with the provisions of this Master Deed.

(ii) Utility Services. All costs of telecommunications, electricity and natural gas and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished.

(iii) Sanitary Disposal Systems. All costs of initial installation and subsequent maintenance, repair and replacement of and sanitary disposal system (sewage leads, taps, and connections) located within each Unit and its Limited Common Element yard area shall be separately borne by the Co-owners of the Units to which they are respectively appurtenant.

(iv) Water Systems. All costs of initial installation and all subsequent maintenance repair and replacement of each water system (water leads, taps, and connections) located within each unit shall be separately borne by the Co-owners of the units to which they are respectively appurtenant.

(b) Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements and ingress and egress easements to the project, if any, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings constructed within any Unit boundaries as it may deem appropriate (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the

Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(c) **Storm Sewer and Storm Water Detention/Retention Facilities.** The Association shall be responsible to maintain the storm sewer and storm water detention/retention facilities, if any, on the project. If the Association fails to maintain these facilities, then the governing municipality is hereby granted the right to see that the maintenance work regarding these facilities is performed and shall have the right to bill the Association for the work performed. If the bill remains outstanding and unpaid for a period of sixty (60) days, the billing shall become a lien on the property as described in Article II hereof and shall be pro-rated equally among the units within the project.

Section 4. Utility Systems. Some or all of the utility lines, water distribution, sewage disposal, systems, (including mains and service leads) and equipment and the telecommunications, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications, shall be General Common elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see that water, sewage, telephone, electric, and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units. In the event that, in the future, it shall be required by a public authority or public authorities or by a majority of Co-owners to install repair, replace, or install public sewer mains or water mains to serve the Units in this Condominium, then the collective costs of installation of such mains assessable to the Condominium Premises as a whole shall be borne equally by all Co-owners.

Section 5. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. No unit may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to whose Unit the same is appurtenant.

**ARTICLE V
UNIT DESCRIPTIONS, PERCENTAGES OF VALUE AND
CO-OWNER RESPONSIBILITIES**

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of **PINE CREEK** as prepared by **POWELL & ASSOCIATES** and attached hereto as Exhibit B. There are twenty (20) Units in the Condominium Project established by this Master Deed. Each Unit shall consist of the area located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each of the twenty (20) Units is equal. The percentages of value were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay an equal share of the expenses of maintaining the General Common Elements. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

**ARTICLE VI
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS**

Notwithstanding any other provision of the Master Deed or the Bylaws, and provided that approval is necessary and obtained from Waterford Township, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to:

(a) Consolidate Units; Relocate Boundaries. Consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law and in conformity with the Condominium Documents, which amendment or amendments

shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each of the Units resulting from such consolidation shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of General as may be necessary to adequately describe the Units in the Condominium Project as so consolidated. All of the Co-owners and mortgagees of Units and other persons interested or to be come interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing an to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution or such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake to relocate boundaries between their Units or eliminate boundaries between 2 or more Units if allowed by the local governing authority and upon written request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved reallocating percentages of value (if necessary) and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

**ARTICLE VII
EXPANSION OF THE CONDOMINIUM**

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of PINE CREEK and consisting of twenty (20) units is intended to be the first state of an Expandable Condominium under the Act to contain in its entirety a maximum of forty-six (46) Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described parcels of land located in the Township of Waterford, County of Oakland, State of Michigan:

EXPANDABLE AREA (POTENTIAL UNIT 21)

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 19, T.3N., R.8E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3.N., R.9E., OAKLAND COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, N.88°43'06"W., 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE CONTINUING ALONG SAID CENTERLINE N.88°43'06"W., 227.26 FEET; THENCE N.60°25'37"W., 172.49 FEET; THENCE S.29°34'24"W., 165.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, THENCE S.88°52'07"E., 20.24 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 74.08 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 16°19'28", AND A CHORD BEARING AND DISTANCE OF S.09°17'37"W., 73.83 FEET; THENCE S.01°07'53"W., 144.06 FEET; THENCE N.88°52'07"W., 121.86 FEET; THENCE N.29°34'24"E., 235.38 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. CONTAINING .35 ACRES OF LAND MORE OR LESS. BEING SUBJECT TO EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD.

- and -

PROPERTY DESCRIPTION - EXPANDABLE AREA (POTENTIAL) UNITS 21,22, & 23:

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 19, T.3N., R.8E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3.N., R.9E.,

OAKLAND COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, N.88°43'06"W., 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE CONTINUING ALONG SAID CENTERLINE N.88°43'06"W., 227.26 FEET; THENCE N.60°25'37"W., 172.49 FEET; THENCE S.29°34'24"W., 165.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, THENCE CONTINUING S.29°34'24"W., 235.38 FEET; THENCE N.01°07'53"E., 206.97 FEET; THENCE S.88°52'07"E., 112.10 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. CONTAINING 0.27 ACRES OF LAND MORE OR LESS. BEING SUBJECT TO EASEMENTS, RESTRICTIONS, OR CONDITIONS OF RECORD.

- and -

EXPANDABLE AREA, REMAINING UNITS

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 19 T.3N., R.9E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3N., R.9E., OAKLAND COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, N.88°43'06"W., 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE CONTINUING ALONG SAID CENTERLINE N.88°43'06"W., 227.26 FEET; THENCE N.60°25'37"W., 389.74 FEET TO THE POINT OF BEGINNING, THENCE S.01°07'53"W., 1518.51 FEET; THENCE N.89°06'08"W., 92.38 FEET TO THE NORTHEAST CORNER OF LOT 122 OF "PLEASANT LAKE SHORES NO. 5", AS RECORDED IN LIBER 226 OF PLATS ON PAGES 39-43, OAKLAND COUNTY RECORDS, THENCE ALONG THE NORTHERLY LINE OF SAID LOTS 122, AND IN PART OF LOT 123, N.89°13'54"W., 181.14 FEET; THENCE N.01°07'53"E., 1668.18 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID CENTERLINE S.60°25'37"E., 311.06 FEET. CONTAINING 10.00 ACRES OF LAND MORE OR LESS. BEING SUBJECT TO THE RIGHTS OF THE PUBLIC AND OR ANY OTHER GOVERNMENTAL IN THAT PART OF PONTIAC LAKE ROAD TAKEN, USED OR DEED FOR ROADWAY PURPOSES. ALSO BEING SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD.

(hereinafter collectively referred to as "area of future development").

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the

Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the establishment of residential Units thereon. The location, nature, appearance, and design of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the Township of Waterford. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VII, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations. In the event that this condominium is not expanded or if it is not expanded to its full potential size hereunder, Developer reserves the right, in its discretion, to amend this Master Deed to provide for coordinated and combined maintenance between or among this Condominium and such other residential development or developments, as may be established within the Area of Future Development.

ARTICLE VIII CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The yard areas adjacent to the respective Units are hereby designated as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right in its sole discretion, during a period ending July 1, 2001, to modify the size, location, design or elevation of Units and/or General Elements appurtenant or geographically proximate to such Units within the Convertible Areas above designated for such purpose, so long as such modifications are governed by and approved by Waterford Township and do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

ARTICLE IX OPERATIVE PROVISIONS

Any conversion in the Project pursuant to Article VII and/or Article VIII above shall be approved by Highland Township, if necessary, (with copies provided) and shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed. Such modification of Units and Common Elements within this Condominium Project under the provisions of Article VII and/or VII, shall be given effect by appropriate amendments to the Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer. The percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in the percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements as may be necessary to adequately describe, serve and provide access to the modified Units. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 3. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article VII and or VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits hereto.

Section 4. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the project is finally concluded as determined by the Developer, in order to incorporate into one set of instruments all successive stages of development, provided, however, that no Consolidating Master Deed need be recorded if not required under the provisions of Article III. The Consolidating Master Deed, if and when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

**ARTICLE X
EASEMENTS**

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event of any encroachments due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium.

Section 2. Rights Retained by Developer.

(a) Dedication of Roadways. The Developer reserves the right at any time during the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways or condominium premises not previously dedicated in **PINE CREEK** shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing rights-of-way dedication. The Association may exercise this dedication right after the development and sales period end. This right may be exercised even if not required by a governmental agency.

(b) Granting Utility Rights to Agencies. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium, to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by

the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

(C) Use of Facilities. Developer and its duly authorized agents, representatives and employees may maintain offices and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the development and sale of Units in the Condominium Project. In connection therewith, the Developer shall have full access to all common elements and unsold Units.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted or burdened thereby.

Section 4. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities and governing authority shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling Unit or garage located within a Unit or yard area appurtenant thereto.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide

for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein; Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Location of Easements. Developer has reserved for the benefit of itself, its successors and assigns, the Association and future owners of the project, easements to, through and over those portions of the land including all units and set back areas for all maintenance and improvements as depicted in Exhibit B.

Section 7. Special Assessment for Improvement of Public Roads. Upon approval of an affirmative vote of not less than 51% of all co-owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan Statutes for improvement of roads within or adjacent to the condominium premises.

In the event that a special assessment road improvement project is established, pursuant to applicable Michigan law, that the collective cost assessable to condominium premises as a whole shall be borne equally by all co-owners.

ARTICLE XI AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner of such Unit or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 67% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. By Developer. Prior to 1 year after expiration of the Development and Sales Period, the Developer may, without consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 100% of non-Developer Co-owners.

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

**ARTICLE XII
ASSIGNMENT**


Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or bylaw, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

WITNESSES:


PINE CREEK DEVELOPMENT, L.L.C.



Robert E. SDAVE



LARRY N. SHEW, President
By: SHEW CONSTRUCTION CO., INC.



Deborah A. Miller

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

LIBER 15555M239

On This 27th day of JULY 1995, the foregoing Master Deed was acknowledged before me by **LARRY N. SHEW**, President of **SHEW CONSTRUCTION COMPANY, INC.**, a Michigan a Michigan corporation, who is member of **PINE CREEK DEVELOPMENT, L.L.C.**, a Michigan Limited Liability Company, on behalf of and with the authority of **PINE CREEK DEVELOPMENT, L.L.C.**



ROBERT E. SOAVE
Notary Public, Macomb County Mich.
Acting in Oakland County
My Commission Expires: **June 15, 1998**

Notary Public
Oakland County, Michigan
My commission expires: _____

Master Deed Drafted by:

Return to

Robert M. Bondy, Esq. 8615 Richardson Road, Suite 201 Walled Lake, Michigan 48390

EXHIBIT "A"
BYLAWS
ARTICLE I
ASSOCIATION OF CO-OWNERS
PINE CREEK

PINE CREEK**EXHIBIT A****BYLAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

PINE CREEK, a residential Condominium Project located in Waterford Township, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easement and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of the Co-owner in the funds and assets of the American cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

**ARTICLE II
ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received

as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing General Common Elements, (3) to provide additions to the General Common Elements not exceeding \$3,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and

the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding \$2,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default.

Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for ten (10) or more days may bear interest from the initial due date thereof at the rate of seven (7%) percent per annum until each installment is paid in full. The Association may assess reasonable automatic late charges or may pursuant to Article XIX hereof, levy fines for late payment of assessments in addition to such interest. Each Co-owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and

enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by an Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have

authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action or a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one (1) or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceedings, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the

Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. For instance, the only expenses presently contemplated that the Developer might be expected to pay are **pro rata** share of maintenance for the General Common Element areas, and pro-rata share of any liability insurance and other administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any costs of investigating and preparing such litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a residential dwelling with respect to which a certificate of occupancy has been issued by Waterford Township.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$1,000,000.00 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Association.** All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) **Insurance of Common Elements.** All General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining insurance with respect to Limited Common Elements.

(c) **Premium Expenses.** All premiums on Insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the

institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, which such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the building and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefore shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon (naming the Association and the Developer as insured), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best effort to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner of the Association.

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) **General Common Element.** If the damaged property is a General Common Element the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) **Unit or Improvements Thereon.** If the damaged property is a Unit or any improvements thereon, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless the Co-owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit or Improvements Thereon.** In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) **Taking of General Common Elements.** If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the

continuing value of the Condominium of one-hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) **Notification of Mortgagees.** In the event any Unit in the condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be use only for purposes consistent with single-family residential use.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (B) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of

which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, he shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium

Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Control.

(a) **Approvals Required.** No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have been first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Buildings shall be located in the building envelope. Developer shall have the right to refuse to approve any such plans or specifications, color and/or material specifications, grading or landscaping plans, or building location 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, the site upon which it is proposed to be constructed, the proposed location within the Unit and the location of structures within adjoining Units and the degree of harmony thereof with the Condominium as a whole.

(b) **Construction Materials.** All residences shall have finished exteriors of brick, stone, vinyl, or wood siding. Any use of any other type of siding must be approved in writing by the Developer. All exterior paints, stains and material colors must be shown as a part of the plans submitted for approval and which must be approved by Developer; samples thereof shall be furnished to Developer upon request. Visible exteriors of cement slag shall be limited to not more than fifteen (15%) percent of the visible exterior.

The Developer shall have the right to approve reasonable deviations from these requirements.

(c) **Size of Residences.** Each residence hereinafter constructed shall contain as a minimum the following sizes of finished living areas as calculated on exterior dimensions, exclusive of porches, patios, garages and basements:

One Story Home	1,100 square feet
Bi-Level Home	1,200 square feet above grade
One and one-half	1,200 square feet
Tri-Level Home	1,200 square feet
Two Story Home	1,400 square feet

(d) **Roofs.** No single-level flat roofs shall be permitted on the entire main body of any dwelling, building or other structure. Flat roofs may be installed over Florida rooms, porches or patios, and tasteful flat roofs may be installed on multiple levels of a dwelling, but only if the same are approved by the Developer. The minimum pitch of any roof shall be 5/12 (vertical/horizontal). No white roofs shall be permitted.

(e) **Driveways and Garages.** All driveways servicing each unit shall be hard surfaced and constructed of either concrete, asphalt or brick pavers. All garages for individual dwelling units shall be attached to the dwelling.

(f) **Detached Storage Buildings.** Detached storage buildings and/or garages are prohibited on any unit or common element.

(g) **Dog-Animal Pens.** No exterior dog or animal pens shall be allowed on any unit or common element, unless approved by the Developer (during the development and sales period) or the Board of Directors.

(h) **Fences.** No fences shall be placed on any unit or common element unless approved in writing by the Developer (during the development and sales period) or the Board of Directors.

(i) **General.** The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises 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 the Condominium Documents.

Section 4. Alterations and Modifications of Units and Common Elements. No Co-owner shall make alterations, modifications or changes in any of the Units or Common Elements, without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period), including, without limitation, the erection of antennas of any sort (including dish antennas), lights, aerials, awnings, newspaper holders, basketball backboards, flag poles or other exterior attachments or modifications. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. 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, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets. Ownership of pets shall be limited to no more than two (2) dogs or cats or a combination thereof, not to exceed two (2) each per Co-Owner. No other animals, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association which consent, if given shall be revocable at any time for infraction of the rules with respect to animals. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements or upon the owner's unit, unless inside a structure located thereon, and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the

Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner proved in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. The Common Elements and yard areas of all units shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within his Unit. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit.

Section 8. Vehicles. No house trailers, 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 premises of the Condominium except as hereafter provided. All vehicles shall be parked in garages to the extent possible. Any extra vehicles shall be parked within Unit or Yard Areas which have been approved for such purposes by the Association which approval shall not be

unreasonably withheld. The Association may require reasonable screening of such supplementary parking areas within any Unit or Yard Area. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. The Association may prohibit the parking of vehicles other than passenger vehicles on the General common elements and unit areas. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Boats, trailers, and other types of recreational vehicles shall only be stored in garages. The Association may make reasonable rules and regulations in implementation of this Section. The purpose of this Section is to accommodate reasonable Co-owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole.

Section 9. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and during the Development and Sales Period, from the Developer.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and Limited Common Elements appurtenant thereto as may be necessary to respond to emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the General Common Elements or a Unit, without the prior written approval of the Association and the Developer, during the Development and Sales Period. Lawns and landscaping approved

by the Developer shall be installed within six (6) months after construction of the dwelling is completed. At least one (1) deciduous tree approved by the developer shall be planted by a Co-Owner between the residence and roadway prior to occupancy of a dwelling. Lawns shall be maintained in a healthy and acceptable manner as specified in standards set by the Association. No trees or vegetation may be removed from the Project or a Unit without the prior approval of the Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period ends).

Section 13. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 14. Co-owner Maintenance. Each Co-owner shall maintain his Unit appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the General Common Elements including, but not limited to, the telephone, gas, plumbing, electrical or other utility conduits, systems, and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount.) Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 15. Reserved Rights of Developer.

(a) **Prior Approval by Developer.** During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by

Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan 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, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) Developer's Rights in Furtherance of Development and Sales.

None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, advertising display signs, 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 Developer and may continue to do so during the entire Development and Sales Period.

(c) Enforcement of Bylaws. The Condominium 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 Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 16. Public Health Requirements. The provisions hereinafter set forth have been required by the Michigan Department of Public Health and the Oakland County Health Division. Each Co-owner shall be solely responsible for installation, maintenance, repair and replacement of the sanitary disposal system and water supply

system on his building site and the Association shall have absolutely no financial responsibility or other duty with respect thereto.

At some time subsequent to the initial development, it may become necessary to install, repair, expand, or replace some or all of the public sewer and water system within or adjacent to the condominium premises. The improvement may be financed in whole or in part by the creation of a special assessment district or districts which may be included in PINE CREEK. The acceptance of a conveyance or the execution of a Land Contract by any owner or purchaser, his/her heirs, executors, administrators, or assigns, that the Board of Directors of the association shall be vested with full power and authority to obligate all co-owners to participate in a special assessment district, and consider and otherwise act on all assessment issues on behalf of the association and all co-owners; provided, that prior signature by the association on a petition for improvement the desirability of said improvement shall be approved by an affirmative vote of not less than fifty-one (51%) percent of all co-owners. No consent of mortgagees shall be required for approval of said improvement

Section 17. Retention Basins, Parks. No storage of equipment, vehicles or any other personal property is allowed on the common elements surrounding the retention basins and/or parks, if any, depicted on Exhibit B. No dumping of refuse, trash or waste is allowed on the common elements surrounding the retention basins or parks, if any.

Section 18. Public Road Improvements. At sometime subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the condominium premises. The improvement may be financed in whole or in part by the creation of a special assessment district or districts which may include PINE CREEK. The acceptance of a conveyance or the execution of a Land Contract by any owner or purchaser of a condominium unit shall constitute the agreement by such owner or purchaser, his/her heirs, executors, administrators or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all co-owners to participate in a special assessment district, sign petitions requesting said special assessment district, and consider and otherwise act on all assessment issues on behalf of the Association and all co-owners; provided, that prior to signature by the Association on a petition for improvement of such public road, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all co-owners. No consent of mortgagees shall be required for approval of said public road improvement.

All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of 1978 PA 59, as amended (MCLA 559.231).

Section 19. Non-Disturbance of Wetlands. A certain portion of the land within the Condominium may be a wetland which is protected by federal or state law.

Under the provisions of the Goemaere-Anderson Wetland Protection Act, Public Act No. 203 of 1979, any disturbance of a wetland by depositing material in it, dredging or removing material from it, or draining water from the wetland may be done only after a permit has been obtained from the Department of Natural Resources or its administrative successor. The penalties specified in the Goemaere-Anderson Wetland Protection Act are substantial. In order to assure no inadvertent violations of the Goemaere-Anderson Wetland Protection Act occur, no co-owner may disturb the wetlands shown on the Condominium Subdivision without obtaining: (1) written authorization of the Association; (2) any necessary municipal permits; and (3) any necessary state permits. The Association may assess fines and penalties as provided for in these bylaws for violation of this Section 19.

Section 20. Swimming Pools. Swimming pools may be installed in rear yard areas of units, but only upon specific written approval of the Developer (during the Development and sales period) or the Board of Directors, based upon plans and specifications therefor. Such approval shall not be unreasonably withheld.

ARTICLE VII **MORTGAGES**

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII **VOTING**

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of Members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents 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 question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the

Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty (50%) percent of the Units in **PINE CREEK** determined with reference to the recorded Consolidating Master Deed have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners 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 5. Notice of Meetings. 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 Co-owner 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 to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners 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. Order of Business. 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 meeting 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. Action Without Meeting. 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 5 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 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 member 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. Consent of Absentees. 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; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation of the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of two (2) of the Units, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of a least one (1) non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the

Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the units that may be created, one (1) of the three (3) Directors shall be selected by non-developer Co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Directors so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) **Election of Directors at and After First Annual Meeting.**

(1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one (1) Director as long as he owns at least one (1) of the Units in the Project. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1). Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right

to elect under subsection (2), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) Director as provided in subsection (1).

(4) At the First Annual Meeting two (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either one (1) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for one (1) of the Directors elected at the First Annual Meeting) of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(5) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

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

(a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five (75%) percent of all of the members of the Association in number and value.

(h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized

to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of the Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. 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 fifty (50%) percent of all of the Co-owners qualified to vote 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 thirty-five (35%) percent requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. 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 9. Regular Meetings. 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 (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. 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 telegraph, 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 (2) Directors.

Section 11. Waiver of Notice. 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 12. Quorum. 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 to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. 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.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII OFFICERS

Section 1. Officers. 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. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice President may be held by one person.

(a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He 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 of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his 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 so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) **Secretary.** 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 shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association's 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 shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. 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. Removal. Upon 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 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. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal" and "Michigan".

ARTICLE XIV FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. 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 XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approve such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66 2/3%) percent of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-seven (67%) of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XIX REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory

fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit (but not into any dwelling or related garage), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX hereof.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provision, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents including any duly adopted rules and

regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the Notice.

(c) **Default.** Failure to respond to the Notice of Violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

- (a) **First Violation.** No fine shall be levied.
- (b) **Second Violation.** Twenty-Five Dollars (\$25.00) fine.
- (c) **Third Violation.** Fifty Dollars (\$50.00) fine.
- (d) **Fourth Violation and Subsequent Violations.** One Hundred Dollars (\$100.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and this Article XX of these Bylaws.

**ARTICLE XXI
RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

**ARTICLE XXII
SEVERABILITY**

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants or such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

OAKLAND COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 924
 EXHIBIT "B" TO THE MASTER DEED OF
PINE CREEK
 WATERFORD TOWNSHIP,
 OAKLAND COUNTY, MICHIGAN

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 19, T.3N., R.9E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3N., R.9E., OAKLAND COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, N88°43'06"W, 1322.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, THENCE CONTINUING ALONG SAID CENTERLINE N88°43'06"W, 227.26 FEET; THENCE N60°25'37"W, 44.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, THENCE S01°07'53"W, 1352.77 FEET; THENCE N89°08'08"W, 303.78 FEET; THENCE N31°07'53"E, 1052.19 FEET, 144.06 FEET; THENCE N01°07'53"E, 144.06 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 74.08 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 160°19'28" AND A CHORD BEARING AND DISTANCE OF N09°17'37"E, 73.80 FEET; THENCE N88°52'07"W, 20.94 FEET; THENCE N29°34'24"E, 165.71 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, THENCE ALONG SAID CENTERLINE S60°25'37"E, 128.16 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, CONTAINING 8.66 ACRES OF LAND MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC AND OR ANY OTHER GOVERNMENTAL IN THAT PART OF PONTIAC LAKE ROAD TAKEN USED OR DEED FOR ROADWAY PURPOSES, ALSO BEING SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD.

DEVELOPER

PINE CREEK DEVELOPMENT L.L.C.
 8615 RICHARDSON ROAD
 WALLED LAKE, MICHIGAN 48390
 (810) 360-1777

PREPARED BY:

POWELL & ASSOCIATES ENGINEERS, INC.
 2570 UNION LAKE ROAD
 COMMERCIAL, MICHIGAN 48382
 (810) 363-2200

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN
4. UNIT DIMENSIONS & UTILITY PLAN

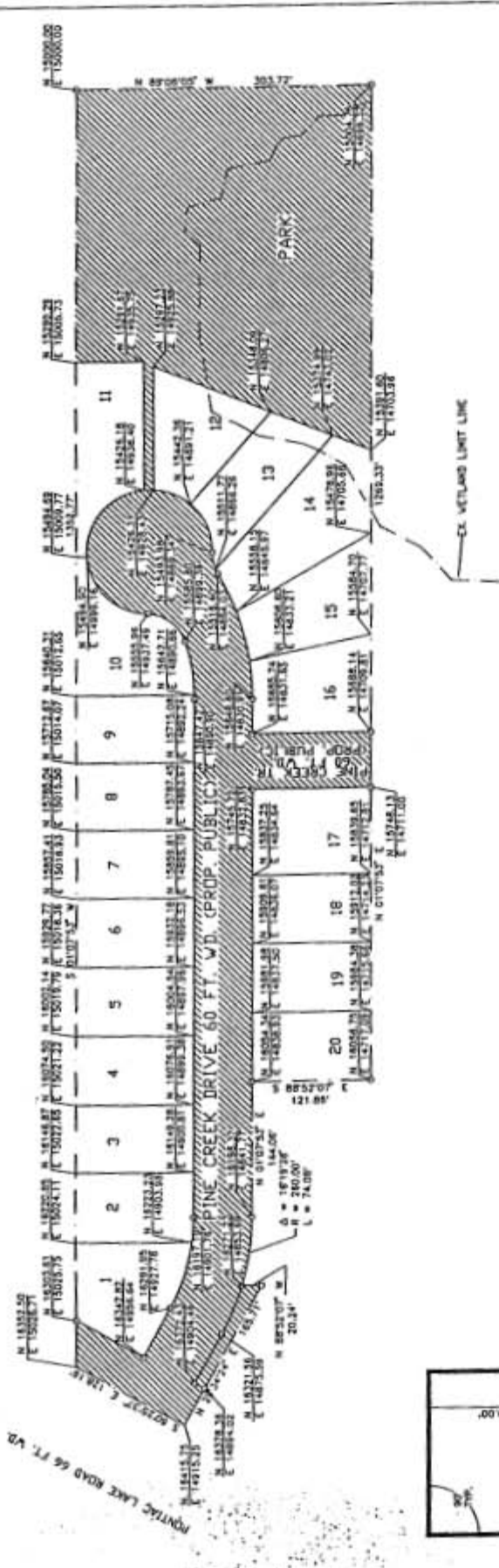


Powell & Associates Engineers, Inc. Consulting Engineers	DATE	7/19/95
	NO. SCALE	NO. SHEETS
PINE CREEK		31-103
COVER SHEET		1

PROPOSED JULY 19, 1995

15555-278

ATTENTION: COUNTY REGISTER OF DEEDS
 THE COUNTY REGISTER OF DEEDS MUST BE ASSURED IN
 ADVANCE THAT THE PROPERTY IS NOT SUBJECT TO ANY
 OTHER EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD
 THE SURVEYOR/ENGINEER CERTIFICATE, SHEET 1 AND

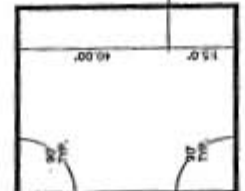


PROJECT: AUGUST 1, 1995
 ROAD, STORM SEWER, SANITARY SEWER,
 WATER MAIN, AND TRUNK LINES FOR ELECTRICAL,
 GAS AND TELEPHONE TO SERVICE UNITS 1 - 20
 MUST BE BUILT. INDIVIDUAL SERVICE LINES NOT BE BUILT.

DATE	7/28/95
SCALE	1" = 50'
SHEET NO.	94-453
DRAWN	REVISED
CHECKED	3

NOTES
 THE ROADS IN THIS CONDOMINIUM PINE CREEK DRIVE AND
 PINE CREEK DRIVE ARE CONSIDERED PUBLIC HIGHWAYS
 WHICH MAY BE WITHDRAWN FROM THE CONDOMINIUM WHICH RELATES
 TO THE PUBLIC.
 AS PROVIDED IN THE MASTER DEED, THE DEVELOPER RESERVES
 THE RIGHT TO RELOCATE OR CONVEY PINE CREEK DRIVE AND PINE CREEK
 DRIVE TO ANY OTHER APPROPRIATE AGENCY OR TO ANY
 OTHER APPROPRIATE GOVERNMENTAL AGENCY.
 UNIT 1 WILL HAVE NO ACCESS TO MONTICLO LANE ROAD
 DRIVEWAY TO BE ON PINE CREEK DRIVE.

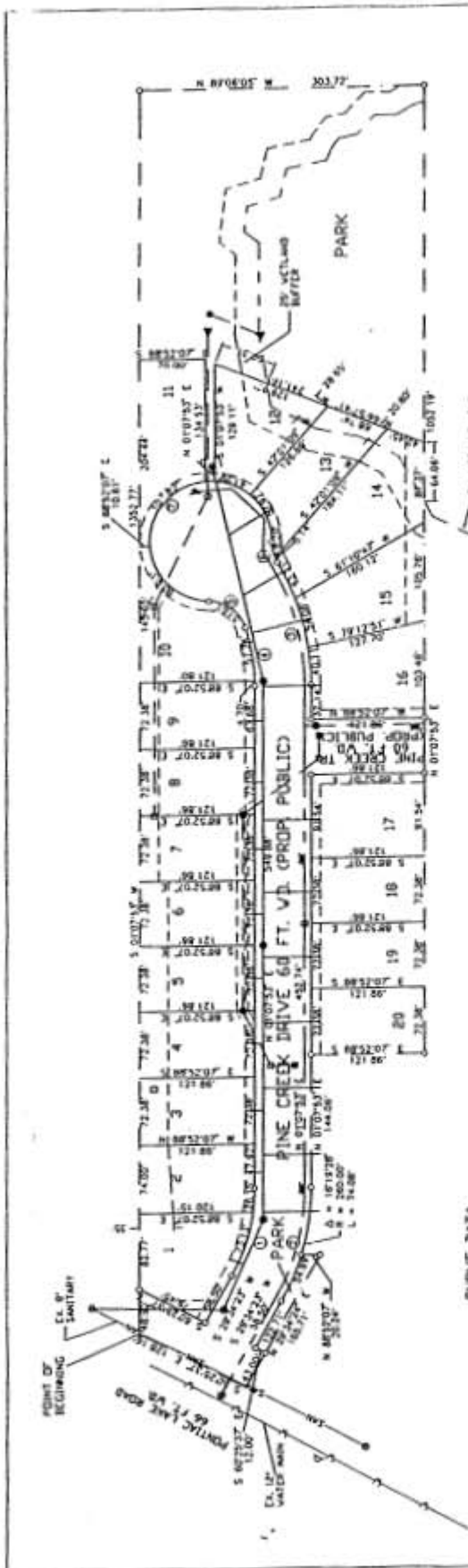
LEGEND
 CONDOMINIUM BOUNDARY
 0
 LIMITS OF OWNERSHIP
 UNIT NUMBER
 17
 COORDINATE POINT
 GENERAL COMMON ELEMENT



TYPICAL UNIT SECTION
NO SCALE



MINIMUM BUILDING ENVELOPE
SETBACK REQUIREMENTS
 10' SIDE
 10' FEET (20 FEET TOTAL)
 10' FEET (20 FEET TOTAL)



CURVE DATA

CURVE NO.	ANGLE	CHORD	CHORD BEARING	ARC LENGTH	PIECE POINT BEARING
1	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
2	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
3	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
4	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
5	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
6	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
7	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
8	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
9	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
10	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
11	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
12	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
13	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
14	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
15	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
16	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
17	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
18	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
19	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E
20	121.70°	121.70'	S 121.70° E	121.70'	S 121.70° E

UTILITY SOURCE

UTILITY	TYPE	SIZE	DEPTH	LOCATION
WATER	12"	12"	48"	UNDER DRIVE
SEWER	12"	12"	48"	UNDER DRIVE
ELECTRIC	4"	4"	24"	UNDER DRIVE
TELEPHONE	2"	2"	24"	UNDER DRIVE
CABLE	2"	2"	24"	UNDER DRIVE

NOT TO SCALE
FOR
EXISTING DATA



LEGEND

- EDGEMOOR BOUNDARY
- MONUMENT
- LIMIT OF DIVISION
- ① UNIT NUMBER
- CURVE NUMBER
- PROP. 24" INLET/SEWER BASIN
- PROP. 24" INLET/SEWER MANHOLE
- PROP. SANITARY SEWER/MANHOLE
- PROP. WATER MAIN
- ▽ PROP. HYDRANT/GATE VALVE

UNIT AREAS

UNIT 1	10,684.25 SF
UNIT 2	8,002.22 SF
UNIT 3	8,002.22 SF
UNIT 4	8,002.22 SF
UNIT 5	8,002.22 SF
UNIT 6	8,002.22 SF
UNIT 7	8,002.22 SF
UNIT 8	8,002.22 SF
UNIT 9	8,002.00 SF
UNIT 10	11,197.19 SF
UNIT 11	11,197.19 SF
UNIT 12	11,197.19 SF
UNIT 13	11,197.19 SF
UNIT 14	11,197.19 SF
UNIT 15	11,197.19 SF
UNIT 16	11,197.19 SF
UNIT 17	11,197.19 SF
UNIT 18	8,002.00 SF
UNIT 19	8,002.00 SF
UNIT 20	8,002.00 SF

NOTE: ALL UTILITIES SHOWN ARE PROPOSED UNLESS NOTES OTHERWISE

- NOTES**
- ALL UTILITIES SHOWN ARE IN THEIR APPROXIMATE LOCATION.
 - EXISTING AND PROPOSED UTILITIES ARE TO BE INSTALLED UNDERGROUND WITH THE ELECTRIC LINES.
 - ALL UTILITIES NOT SHOWN ON THIS PLAN ARE TO BE LOCATED BY THE CONTRACTOR.
 - ALL UTILITIES ARE TO BE INSTALLED WITH ELECTRIC BY THE CONTRACTOR.
 - EXISTING UTILITIES ARE TO BE REMOVED BY THE CONTRACTOR.
 - ALL UTILITIES SHOWN ARE PROPOSED UNLESS NOTES OTHERWISE.



Michael G. Powell

DATE	7/7/87
BY	MGP
PROJECT	PINE CREEK
UTILITY PLAN	
SCALE	1" = 50'
SHEET NO.	14-455
TOTAL SHEETS	4

**AMENDMENTS
TO THE
BYLAWS

OF THE

PINE CREEK
ASSOCIATION OF CO-OWNERS**

PINE CREEK ASSOCIATION

P.O. Box 997, Union Lake, MI 48387

Article VI, Section 3, Paragraph H

Fences. Fencing may be installed on any unit within the limitations set forth by the Board of Directors. Fencing must be constructed of wrought iron or wrought iron "looking" (ie: aluminum) material. No other color than black is to be used. The fencing may not extend past the rear yard area of the unit. No fencing shall be permitted in front yard areas or common elements of any unit.

PINE CREEK ASSOCIATION

P.O. Box 997, Union Lake, MI 48387

NOTICE

Date: October 26, 2007
To: Pine Creek Homeowners
From: Pine Creek Board of Directors
Re: Supplement to Pine Creek Homeowner Association By-Laws
Article VI, Section 20. Swimming Pools

The following amendment to the Article VI, Section 20 of the By-Laws regarding Swimming Pools was approved by vote of the homeowners concluding on October 15, 2007, and replaces the original By-Law content for this section:

Permanent swimming pools are only allowed if they are in-ground installations, and only in fenced yards (by-laws specify fencing type) with locking gates. Complete landscape plans must be provided and all safety issues addressed with Board for approval. Temporary pools (smaller than 10 ft. x 10 ft. square, not to exceed 3 ft. tall) may be erected on a daily basis, but must be drained whenever they are not supervised.

FIRST AMENDMENT TO THE
MASTER DEED OF

PINE CREEK

~~TIME STAMP COPY~~

15876 pg 641
Dec 11 95 246006

COPY
REGISTER OF DEEDS
COUNTY OF OAKLAND
FIRST AMENDMENT TO THE
MASTER DEED OF PINE CREEK

WHEREAS the original Master Deed for **PINE CREEK**, which is located in the Township of Waterford, County of Oakland, State of Michigan; was recorded on the 31st day of July, 1995, at liber 15555, page 220, Oakland County Records, Oakland County Condominium Subdivision Plan number 924;

WHEREAS the Developer, **PINE CREEK DEVELOPMENT, L.L.C.**, a Michigan limited liability company (hereinafter referred to as "developer"), whose address is 8615 Richardson Road, Walled Lake, Michigan 48390, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act," wishes to enter into the first expansion of the condominium and Master Deed in order to expand the condominium as provided for under Article VII, Expansion of the Condominium, to twenty-three (23) units, and to create an easement on unit one (1), for placement of an "entry" sign and landscaping;

NOW THEREFORE the Master Deed is hereby amended as follows:

ARTICLE I
TITLE AND NATURE

STATE OF MICHIGAN
OAKLAND COUNTY
RECORDED COPY

The Condominium Project shall be known as **PINE CREEK**, Oakland County Condominium Subdivision Plan No. 924. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Re-Plat No. 1 Condominium Subdivision Plan attached as Exhibit B hereto. Each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project and/or from a public road. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners and General Common Elements of the Condominium Project.

11 DEC 95 10:17 AM
LYNN D. ALLEN
REGISTER OF DEEDS

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is located in the Township of Waterford, County of Oakland, State of Michigan, and is described as follows:

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 19, T.3N.,R.8E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3.N., R.9E., OAKLAND COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, N.88°43'06"W., 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE CONTINUING ALONG SAID CENTERLINE N.88°43'06"W., 227.26 FEET; THENCE CONTINUING ALONG SAID CENTERLINE N.60°25'37"W., 44.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. THENCE S.01°07'53"W., 1352.77 FEET; THENCE N.89°06'05"W., 303.72 FEET; THENCE N.01°07'53"E., 1269.33 FEET; THENCE S.88°52'07"E., 112.10 FEET; THENCE N.29°34'24"E., 165.71 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID CENTERLINE S.60°25'37"E., 128.16 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. CONTAINING 9.28 ACRES OF LAND MORE OR LESS. BEING SUBJECT TO THE RIGHTS OF THE PUBLIC AND OR ANY OTHER GOVERNMENTAL IN THAT PART OF PONTIAC LAKE ROAD TAKEN, USED OR DEED FOR ROADWAY PURPOSES. ALSO BEING SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD.

The following described property contained in the above description is intended to be dedicated by Developer to the County of Oakland for public road way and right of way:

RIGHT-OF-WAY FOR PINE CREEK DRIVE AND PINE CREEK TRAIL

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 19, T.3N., R.8E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3.N., R.9E., OAKLAND COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, N.88°43'06"W., 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE CONTINUING ALONG SAID CENTERLINE N.88°43'06"W., 227.26 FEET; THENCE N.60°25'37"W., 44.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. THENCE S.01°07'53"W., 48.90 FEET; THENCE N.60°25'37"W., 79.45 FEET; THENCE S.29°34'23"W., 58.50 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 99.28 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 28°26'30" AND A CHORD BEARING AND DISTANCE OF S.15°21'08"W., 98.26 FEET; THENCE S.01°07'53"W., 549.88 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 62.44 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 17°53'21" AND A CHORD BEARING AND DISTANCE OF S.07°14'32"E., 48.42 FEET TO THE POINT OF COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT 51.61 FEET, SAID CURVE HAVING A

RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 70°24'14" AND A CHORD BEARING AND DISTANCE OF S.51°57'35"E., 48.42 FEET TO THE POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 306.02 FEET, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 269°45'06" AND A CHORD BEARING AND DISTANCE OF S.47°42'51"W., 92.12 FEET TO THE POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.34 FEET, SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 31°50'44" AND A CHORD BEARING AND DISTANCE OF N.13°19'58"W., 23.04 FEET TO THE POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 137.89 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 30°23'13" AND A CHORD BEARING AND DISTANCE OF N.14°03'44"W., 136.28 FEET; THENCE N.01°07'53"E., 37.14 FEET; THENCE N.88°52'07"W., 121.86 FEET; THENCE N.01°07'53"E., 60.00 FEET; THENCE S.88°52'07"E., 121.86 FEET; THENCE N.01°07'53"E., 452.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 129.06 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 28°26'30" AND A CHORD BEARING AND DISTANCE OF N.15°21'08"E., 127.74 FEET; THENCE N.29°34'23"E., 58.50 FEET; THENCE N.60°25'37"W., 12.00 FEET; THENCE N.29°34'23"E., 43.00 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID CENTERLINE S.60°25'37"E., 128.16 FEET TO THE POINT OF BEGINNING. CONTAINING 1.77 ACRES OF LAND MORE OR LESS. BEING SUBJECT TO THE RIGHTS OF THE PUBLIC AND OR ANY OTHER GOVERNMENTAL IN THAT PART OF PONTIAC LAKE ROAD TAKEN, USED OR DEEDED FOR ROADWAY PURPOSES. ALSO BEING SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD.

pt (13-19-401-006) 13-19-401-016
FKA 13-19-401-007
13-19-402-000 NKA Pine Creek Occp #924 units 1-20

THE BALANCE OF THE MASTER DEED and By-Laws (Exhibit "A") not amended or altered hereunder, shall remain as originally written and filed. Where there is an ambiguity, this amendment shall control.

Attached here to is a Consent of the non-developer, co-owner of Unit Two (2), the only unit which has been sold within the development, along with Proof of Service, as required by MCLA 559.190(5).

IN WITNESS HEREOF, this First Amendment to the Master Deed of **PINE CREEK** is hereby executed this 30th day of November, 1995.

WITNESSES:

PINE CREEK DEVELOPMENT, L.L.C.

CBPEACY II
Patricia A. Coleman
PATRICIA A. COLEMAN

[Signature]
LARRY N. SHEW, President
By: SHEW CONSTRUCTION CO., INC.

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On This 30th day of November 1995, the foregoing Master Deed was acknowledged before me by **LARRY N. SHEW**, President of **SHEW CONSTRUCTION COMPANY, INC.**, a Michigan a Michigan corporation, who is member of **PINE CREEK DEVELOPMENT, L.L.C.**, a Michigan Limited Liability Company, on behalf of and with the authority of **PINE CREEK DEVELOPMENT, L.L.C.**

Patricia A. Coleman
PATRICIA A. COLEMAN
Notary Public, *Livingston County*
acting in Oakland County, Michigan
My commission expires: 9-22-00

Master Deed Drafted by:

Robert M. Bondy, Esq. 8615 Richardson Road, Suite 201 Walled Lake, Michigan 48390

REPLAT NO. 1
 OAKLAND COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 924
 EXHIBIT "B" TO THE MASTER DEED OF
PINE CREEK
 WATERFORD TOWNSHIP,
 OAKLAND COUNTY, MICHIGAN

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 19, T.3N, R.9E, WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3N, R.9E., OAKLAND COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, N.88°43'06" W., 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, THENCE CONTINUING ALONG SAID CENTERLINE N.88°43'06" W., 227.26 FEET; THENCE CONTINUING ALONG SAID CENTERLINE N.60°25'37" W., 44.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREBY DESCRIBED. THENCE S.81°07'53" W., 1322.77 FEET; THENCE N.89°06'05" W., 303.72 FEET; THENCE N.01°07'53" E., 1269.33 FEET; THENCE S.88°52'07" E., 112.10 FEET; THENCE N.29°34'24" E., 165.71 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD. THENCE ALONG SAID CENTERLINE S.60°25'37" E., 128.16 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREBY DESCRIBED, CONTAINING 9.28 ACRES OF LAND MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC AND OR ANY OTHER GOVERNMENTAL IN THAT PART OF PONTIAC LAKE ROAD TAKEN, USED OR DEED FOR ROADWAY PURPOSES. ALSO BEING SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD.

DEVELOPER

PINE CREEK DEVELOPMENT LLC,
 8615 RICHARDSON ROAD
 WALLED LAKE, MICHIGAN 48390
 (810) 360-1777

PREPARED BY:

POWELL & ASSOCIATES, ENGINEERS, INC.
 2570 UNION LAKE ROAD
 COMMERCE, MICHIGAN 48382
 (810) 363-2200

SHEET INDEX

- *1. COVER SHEET
- *2. SURVEY PLAN
- *3. SITE PLAN
- *4. UNIT DIMENSIONS & UTILITY PLAN.

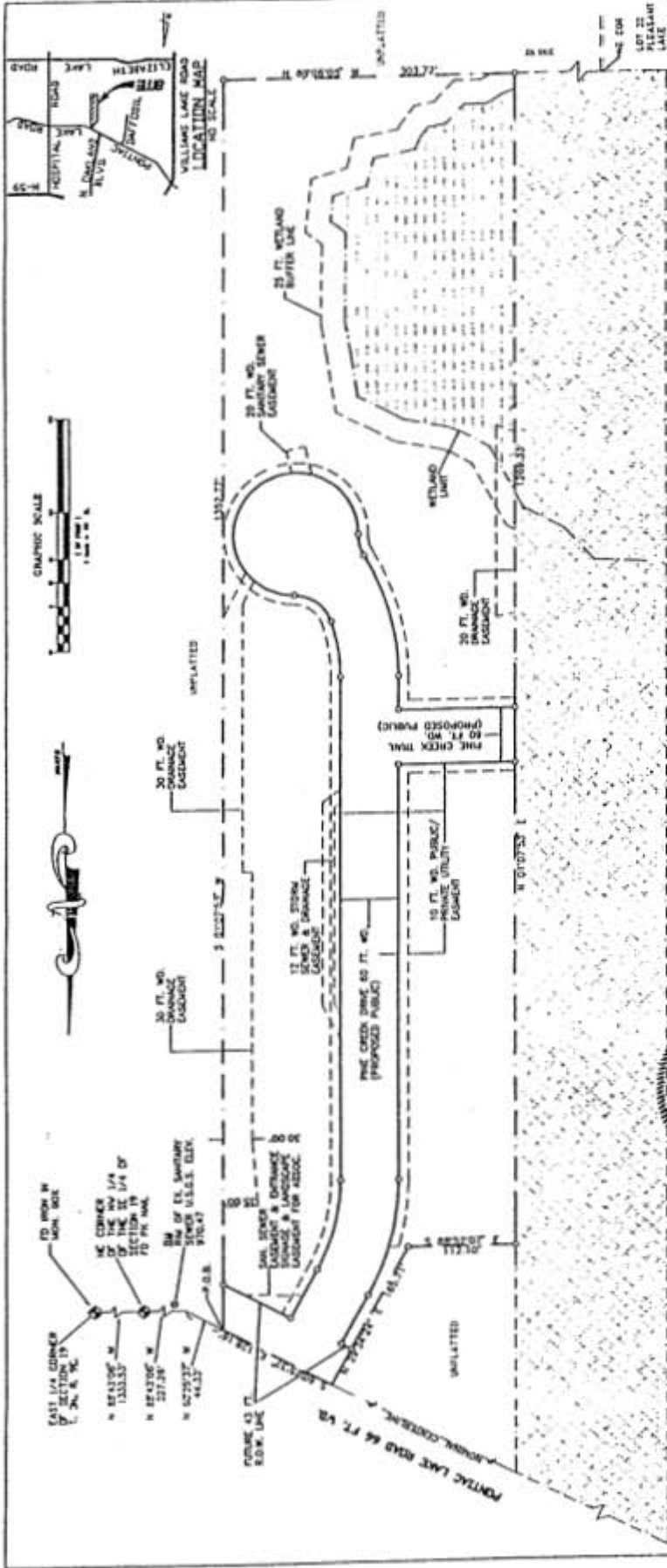


Michael C. Powell

NOTE
 THE ASTERISK (*) SHOWN IN THE SHEET INDEX INDICATES
 WORKS OF NEW DRAWINGS WHICH ARE REVISED STATES
 OCTOBER 17, 1995. THESE DRAWINGS ARE TO REPLACE
 OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

DATE	10/17/95
SCALE	AS SHOWN
NO. SHEET	1
TOTAL SHEETS	1
PINE CREEK	
COVER SHEET	

PROPOSED OCTOBER 17, 1995



LEGEND

- CONDOMINIUM BOUNDARY MONUMENT (SET/FOUND)
- WETLAND
- EASEMENT LINE
- AREA OF FUTURE EXPANSION

DATE	7/18/95
BY	DAVID P. SMITH
SCALE	1" = 10'
JOB NO.	94-435
SHEET NO.	2

PINE CREEK SURVEY PLAN

BASED UPON RECORDS OF THE COUNTY CLERK OF OAKLAND COUNTY, MICHIGAN, SHOWING THE NORTH LINE OF LOT 1122 OF PINE LAKE SUBDIVISION NO. 57 AS RECORDED IN LIBER 328 OF PLATS ON PAGES 39 - 41, OAKLAND COUNTY RECORDS.

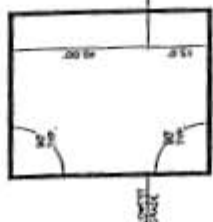
STATE OF MICHIGAN
 DAVID P. SMITH
 PROFESSIONAL LAND SURVEYOR
 No. 93161
 LICENSED PROFESSIONAL SURVEYOR

1. THE 43 FOOT WIDE PONTIAC LAKE ROAD RIGHT-OF-WAY SHOWN ON THIS CONDOMINIUM SUBDIVISION PLAN AS BEING WITHIN THE GENERAL COMMON ELEMENT AREAS OF THE CONDOMINIUM PROJECT IS HEREBY DEDICATED TO THE PUBLIC AS A RIGHT-OF-WAY FOR THE EXISTING RIGHT-OF-WAY (AS SHOWN WITHIN "PINE CREEK") IS BELIEVED TO BE NO MORE THAN 33 FEET AND NO GREATER WIDTH IS BELIEVED OR INTENDED TO BE WITHIN THE CONDOMINIUM WHEN DEDICATED TO THE PUBLIC.
2. THIS PROJECT LIES WITHIN A ZONE "C" AREA OF MINOR FLOODING PER THE INSURANCE RATE MAP OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY FLOOD INSURANCE RATE MAP (FIRM) NUMBER 1708. THE FLOOD ZONE IN THIS CONDOMINIUM IS PINE CREEK DRIVE AND TRAIL. THE FLOOD ZONE IS CONSIDERED A FLOOD HAZARD AND WILL BE WITHDRAWN FROM THE CONDOMINIUM WHEN DEDICATED TO THE PUBLIC.
3. AS SHOWN ON THE MASTER DEED, THE DEVELOPER RESERVES THE RIGHT TO DEDICATE PINE CREEK DRIVE AND PINE CREEK TRAIL TO THE BOARD OF COUNTY ROAD COMMISSIONERS OR ANY OTHER APPROPRIATE GOVERNMENTAL AGENCY.

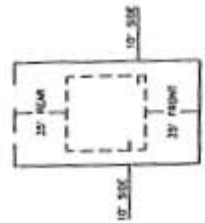
DAVID P. SMITH, P.L.L.C.
 PROFESSIONAL LAND SURVEYOR #33161
 DAVID P. SMITH & ASSOCIATES, INC.
 6300 PINE LAKE ROAD
 GORHAM TWP., MI 48308

DATE 11-30-95

PROPOSED OCTOBER 17, 1995
 ROAD, STORM SEWER, SANITARY SEWER,
 WATER MAIN AND TRAIL LINES FOR ELECTRIC,
 GAS AND TELEPHONE TO SPACES 215 TO 230
 MUST BE PAID. ADDITIONAL SPACES MUST BE PAID.



TYPICAL UNIT SECTION
40' SCALE



FOUR-ROOM BUILDING ENVELOPE
SETBACK REQUIREMENTS
FRONT - 10 FEET
SIDE - 10 FEET
REAR - 10 FEET



Michael C. Powell

PROPOSED LOTS ARE 15' WIDE
ROADS, 20' WIDE SERVICE DRIVEWAY, SEWER,
WATER MAINS AND TRUNK LINES FOR ELECTRICAL,
GAS AND TELEPHONE TO SERVICE UNITS 1 - 23
MUST BE BUILT. INDIVIDUAL SERVICES NEED NOT BE BUILT

PROJECT NO.	7/7/75
DATE	7/7/75
SCALE	1" = 20'
DATE	7/7/75
SCALE	1" = 20'
DATE	7/7/75
SCALE	1" = 20'
DATE	7/7/75
SCALE	1" = 20'

PROJECT NO. 7/7/75
DATE 7/7/75
SCALE 1" = 20'

PINE CREEK
SITE PLAN

NOTES:
THE BONES IN THIS CONDOMINIUM OF THE DRIVE AND
PINE CREEK SHALL BE CONTRACTIBLE WITH ANY
MUTUAL PLAN FOR THE CONDOMINIUM AND ADJACENT
TO THE PUBLIC.
AS PROVIDED IN THE MASTER DEED, THE DEVELOPER RESERVES
ALL RIGHTS IN THE DRIVE, SEWER, WATER AND GAS LINES,
TRUNK TO THE BONES OF COUNTY ROAD COMMISSIONERS OR ANY
OTHER APPROPRIATE GOVERNMENTAL AGENCY.
UNIT 1 WILL HAVE NO ACCESS TO PORTING LANE ROAD
DRIVEWAY TO BE ON PINE CREEK DRIVE.

LEGEND

---	CONDOMINIUM BOUNDARY
0	FOUNTAIN
---	LIMITS OF DEVELOPMENT
17	UNIT NUMBER
---	COORDINATE POINT
---	GENERAL CONDOMINIUM ELEMENT

SECOND AMENDMENT TO THE
MASTER DEED OF

PINE CREEK

COPY

LIBER (17262 PG 153)

JN -3 97119982
JUL 24 97 167675

LIBER 17417 Pages 371-382
Jul 24 1997

STATE OF MICHIGAN
OAKLAND COUNTY
RECORDED COPY

24 JUL 97 10:02 A.M.

LYNN D. ALLEN
CLERK/REGISTER OF DEEDS

\$ 29.00 DEED

**SECOND AMENDMENT TO THE 2.00 REMONUMENTATION
MASTER DEED OF PINE CREEK JUN 97 12:27 P.M.**

RECEIPT# 248
PAID RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

WHEREAS the original Master Deed for PINE CREEK, which is located in the Township of Waterford, County of Oakland, State of Michigan; was recorded on the 31st day of July, 1995, at liber 15555, page 220, Oakland County Records; and thereafter the First Amendment to the Master Deed was filed on the 11th day of December, 1995, at liber 15876, page 641, Oakland County Records, and is known as Oakland County Condominium Subdivision Plan number 924;

WHEREAS the Developer, PINE CREEK DEVELOPMENT, L.L.C., a Michigan limited liability company (hereinafter referred to as "developer"), whose address is 522 North Main Street, Milford, Michigan 48381, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), herein-after referred to as the "Act," wishes to enter into the second expansion of the condominium and Master Deed in order to expand the condominium as provided for under Article VII, Expansion of the Condominium, to forty-six (46) units;

WHEREAS the Developer also wishes to expand the area of future of future development pursuant to Article VII, Expansion of the Condominium to a maximum of seventy-five (75) Units; Re-recorded to correct minor survey error on Exhibit "B," sheet 4-C.

NOW THEREFORE the Master Deed is hereby amended as follows:

**ARTICLE I
TITLE AND NATURE**

2900
+ 200
= 3100

The Condominium Project shall be known as PINE CREEK, Oakland County Condominium Subdivision Plan No. 924. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Re-Plat No. 2 Condominium Subdivision Plan attached as Exhibit B hereto. Each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project and/or from a public road. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have

~~OK - T. SMITH~~ OK - T. SMITH ~~OK - G.K.~~

undivided and inseparable rights to share with other Co-owners and General Common Elements of the Condominium Project.

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is located in the Township of Waterford, County of Oakland, State of Michigan, and is described as follows:

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 19, T.3N., R.9E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3N., R.9E., OAKLAND COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, NORTH 88 °43'08" WEST, 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 88 ° 43 ' 06" WEST, 227.26 FEET; THENCE NORTH 60°25'37" WEST, 44.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. THENCE SOUTH 01°07'53" WEST, 1352.77 FEET; THENCE NORTH 89°06'08" WEST, 396.10 FEET TO THE NORTHEAST CORNER OF LOT 122 OF "PLEASANT LAKE SHORES NO. 5", AS RECORDED IN LIBER 226 OF PLATS ON PAGES 39-41, O.C.R., THENCE ALONG THE NORTHERLY LINE OF SAID LOT 122, AND IN PART OF LOT 123, NORTH 89 °13'54" WEST, 181.14 FEET; THENCE NORTH 01 °07'53" EAST, 706.61 FEET; THENCE NORTH 85°56'05" WEST, 20.03 FEET; THENCE NORTH 01 °07'53" EAST, 578.60 FEET; THENCE SOUTH 80°37'21" WEST, 36.56 FEET; THENCE NORTH 09 °39'21" WEST, 144.99 FEET; THENCE NORTH 31 °08'26" WEST, 39.97 FEET; THENCE NORTH 34 °13'05" EAST, 191.29 FEET; THENCE NORTH 01°07'53" EAST, 52.11 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD; THENCE

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against this within description,
and all TAXES on same are paid for five years previous to the
date of this instrument, as appears by the records in the office
except as stated.
4.60
5-30-97
C. HUGH DOHANY
C. HUGH DOHANY, County Treasurer
Sec. 135, Act 206, 1893 as amended
CD

ALONG SAID CENTERLINE, SOUTH 60°25'37" EAST, 311.06 FEET; THENCE SOUTH 01° 07'48" WEST, 249.18 FEET; THENCE SOUTH 88°52' 07" EAST, 112.10 FEET; THENCE NORTH 29°34'24" EAST, 165.71 FEET TO THE NOMINAL CENTERLINE OF SAID PONTIAC LAKE ROAD; THENCE ALONG SAID LINE SOUTH 60°25'37" EAST, 128.16 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. CONTAINING 872,624 SQUARE FEET OR 20.03 ACRES OF LAND, MORE OR LESS. BEING SUBJECT TO THE RIGHTS OF THE PUBLIC AND OR ANY OTHER GOVERNMENTAL UNIT IN THAT PART OF PONTIAC LAKE ROAD, TAKEN, USED OR DEEDED FOR ROADWAY PURPOSES, ALSO BEING SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD.

entire 13-19-401-000

*(13-19-401-004 pt 005)
Units Pine Creek
1-23 Condo coop #924*

The following described property contained in the above description is intended to be dedicated by Developer to the County of Oakland for public road way and right of way:

RIGHT-OF-WAY FOR PINE CREEK DRIVE AND PINE CREEK TRAIL

DESCRIPTION OF PUBLIC ROADS IN REPLAT NO. 2

A PARCEL OF LAND BEING PART OF THE EAST ½ OF SECTION 19, T.3N., R. 9E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3N., R.9E., OAKLAND COUNTY, MICHIGAN; THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, NORTH 88°43'08" WEST, 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 88°43'6" WEST, 227.26 FEET; THENCE NORTH 60°25'37" WEST 44.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 01°07'53" WEST, 48.90 FEET TO THE 43 FOOT RIGHT OF WAY LINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 60°25'37" WEST, 79.45 FEET; THENCE SOUTH 29°34'23" WEST, 58.50 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 99.28 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 28°26'30" AND A CHORD BEARING AND DISTANCE OF SOUTH 15°21'08" WEST, 98.26 FEET; THENCE SOUTH 01°07'53" WEST, 549.88 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 62.45 FEET TO A POINT OF COMPOUND

CURVE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 17°53'21" AND A CHORD BEARING AND DISTANCE OF SOUTH 07°48'48" EAST, 62.19 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 51.61 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 70°24'13" AND A CHORD BEARING AND DISTANCE OF SOUTH 51°57'35" EAST, 48.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 306.02 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 269°45'05" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°42'51" WEST, 92.12 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.34 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 31°50'44" AND A CHORD BEARING AND DISTANCE OF NORTH 13°19'58" WEST, 23.04 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 137.89 FEET TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 30°23'13" AND A CHORD BEARING AND DISTANCE OF NORTH 14°03'44" WEST, 136.28 FEET; THENCE NORTH 01°07'53" EAST 37.14 FEET; THENCE NORTH 88°52'07" WEST, 121.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 82.33 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 23°35'09" AND A CHORD BEARING AND DISTANCE OF SOUTH 79°20'19" WEST, 81.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 107.03 FEET TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 23°35'09" AND A CHORD BEARING AND DISTANCE OF SOUTH 79°20'19" WEST, 106.28 FEET; THENCE NORTH 88°52'07" WEST, 89.46 FEET; THENCE NORTH 01°07'53" EAST, 60.00 FEET; THENCE SOUTH 88°52'07" EAST, 89.46 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 19.59 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 05°36'41" AND A CHORD BEARING AND DISTANCE OF NORTH 88°19'32" EAST, 19.58 FEET; THENCE NORTH 01°07'53" EAST, 488.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 110.19 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 31°34'03" AND A CHORD BEARING AND DISTANCE OF NORTH 14°39'09" WEST, 108.80 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 4.04 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 00°53'25" AND A CHORD BEARING AND DISTANCE OF NORTH 29°59'27" WEST, 4.04 FEET; THENCE SOUTH 80°37'21" WEST, 135.56 FEET; THENCE NORTH 09°39'21" WEST, 60.00 FEET; THENCE NORTH 80°37'21" EAST, 121.60 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 206.46 FEET TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 45°29'49" AND A CHORD BEARING AND DISTANCE OF NORTH 06°49'28" EAST, 201.08 FEET; THENCE NORTH 29°34'23" EAST, 17.00 FEET TO A POINT ON THE 43 FOOT RIGHT OF WAY OF PONTIAC LAKE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 60°25'37" WEST, 91.47 FEET; THENCE NORTH 01°07'53" EAST, 48.90 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID CENTERLINE SOUTH 60°25'37" EAST, 311.06 FEET; THENCE SOUTH 01°07'48" WEST, 48.90 FEET TO THE 43 FOOT RIGHT OF WAY OF PONTIAC LAKE ROAD; THENCE ALONG SAID 43 FOOT RIGHT OF WAY NORTH 60°25'37" WEST, 159.60 FEET; THENCE SOUTH 29°34'23" WEST, 17.00 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT 209.47 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 60°00'33" AND A CHORD BEARING AND DISTANCE OF SOUTH 00°25'54" EAST, 200.03 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 143.25 FEET, TO A POINT OF TANGENT, SAID CURE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 31°34'03" AND A CHORD BEARING AND DISTANCE OF SOUTH 14°39'03" EAST, 141.44 FEET; THENCE SOUTH 01°07'53" WEST, 473.01 FEET, THENCE ALONG THE ARC OF A CURE TO THE RIGHT 107.03 FEET TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGEL OF 23°35'09" AND A CHORD BEARING AND DISTANCE OF NORTH 79°20'19" EAST, 106.28 FEET; THENCE SOUTH 88°52'07" EAST, 121.86 FEET; THENCE NORTH 01°07'53" EAST, 452.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 129.06 FEET TO A POINT A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 28°26'30" AND A CHORD BEARING AND DISTANCE OF NORTH 15°21'08" EAST, 127.74 FEET; THENCE NORTH 29°34'23" EAST, 58.50 FEET TO THE 43 FEET RIGHT OF WAY LINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID 43 FOOT RIGHT OF WAY LINE NORTH 60°25'37" WEST, 12.00 FEET; THENCE NORTH 29°34'24" EAST, 43.00 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID CENTERLINE SOUTH 60°25'37" EAST, 128.16 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, CONTAINING 167,122 SQUARE FEET OR 3.836 ACRES OF LAND MORE OR LESS. BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD. THE ABOVE DESCRIPTION COVERS LAND AREAS FOR THE FOLLOWING PUBLIC ROADS, PONTIAC LAKE ROAD, PINE CREEK DRIVE, PINE CREEK TRAIL, PINELAND TRAIL AND PINELAND COURT WITHIN THE PINE CREEK REPLAT NO. 2 PROJECT.

*13-19-401-004 pt
005*

ARTICLE VII

EXPANSION OF THE CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of PINE CREEK, intended to be an expandable condominium under the Act to contain in its entirety a maximum of seventy-five (75) Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described parcels of land located in the Township of Waterford, County of Oakland, State of Michigan, more particularly described as:

A parcel of land being part of Section 19, T.3N., R.9E., Waterford Township, Oakland County, Michigan, being more particularly described as:

Commencing at the East 1/4 post of Section 19, T.3N., R.9E., Oakland County, Michigan, thence proceeding along the nominal centerline of Pontiac Lake Road, North 88 degrees 43 minutes 06 seconds West, 1333.53 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 19; thence continuing along said centerline, North 88 degrees 43 minutes 06 seconds West, 227.26 feet; thence continuing along said centerline, North 06 degrees 25 minutes 37 seconds West, 700.80 feet; thence South 01 degrees 07 minutes 53 seconds West, 52.11 feet; thence South 34 degrees 13 minutes 05 seconds West, 191.29 feet to the point of beginning of the parcel herein described; thence South 31 degrees 08 minutes 26 seconds East, 39.97 feet; thence South 09 degrees 39 minutes 21 seconds East, 144.99 feet; thence North 80 degrees 37 minutes 21 seconds East, 36.56 feet; thence South 01 degrees 07 minutes 53 seconds West, 578.60 feet; thence along the arc of a curve to the left, radius 200.00, central angle 05 degrees 44 minutes 24 seconds, (the chord of said curve bears South 85 degrees 56 minutes 05 seconds East, 20.03 feet and having an arc distance of 20.04 feet); thence along the West line on "Pine Creek Replat No. 2", Oakland County Condominium Subdivision Plan No. 924, South 01 degrees 07 minutes 53 seconds West, 706.61 feet to a point on the North line of "Pleasant Lake Shores No. 5", as recorded in Liber 226 on Pages 39-41, Oakland County Records; thence along said North line, North 89 degrees 13 minutes 54 seconds West, 477.03 feet to a point on the North and South 1/4 line of said Section 19; thence along said North and South 1/4 line North 00 degrees 52 minutes 41 seconds East, 943.54 feet; thence in part along the North line of "Pleasant Lake Shores No. 6", as recorded in Liber 238 on Page 37-40, Oakland County Records, South 89 degrees 03 minutes 46 seconds West, 207.25 feet to the Southeast corner of "McCallum Subdivision" as recorded in Liber 73 on Page 15; thence along the East line of said "McCallum Subdivision"; thence North 00 degrees 44 minutes 25 seconds East, 644.13 feet; thence South 89 degrees 07 minutes 19 seconds East, 335.90 feet; thence South 01 degrees 07 minutes 53 seconds West, 123.59 feet; thence South 89 degrees 02 minutes 37 seconds East, 252.38 feet to the point of beginning of the parcel herein described.

Containing 824,173 square feet or 18.92 acres of land, more or less. Also being subject to any other easements, restrictions or conditions of record.

(hereinafter collectively referred to as "area of future development").

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any

portion of the area of future development and the establishment of residential Units thereon. The location, nature, appearance, and design of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the Township of Waterford. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VII, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations. In the event that this condominium is not expanded or if it is not expanded to its full potential size hereunder, Developer reserves the right, in its discretion, to amend this Master Deed to provide for coordinated and combined maintenance between or among this Condominium and such other residential development or developments, as may be established within the Area of Future Development.

THE BALANCE OF THE MASTER DEED and By-Laws (Exhibit "A") not amended or altered hereunder, shall remain as originally written and filed. Where there is an ambiguity, this amendment shall control.

THE AMENDMENTS AS CONTAINED HEREIN are intended to replace and supercede those Articles as identified of the original Master Deed and/or the First Amendment thereto, which as replaced hereby, shall be of no further force and effect after the recording hereof. In all other respects other than herein-above indicated, the Master Deed of Pine Creek, as heretofore amended, including the By-Laws as recorded aforesaid, are hereby ratified, confirmed, and re-declared.

REPLAT NO. 2
 OAKLAND COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 924
 EXHIBIT "B" TO THE MASTER DEED OF
PINE CREEK
 WATERFORD TOWNSHIP,
 OAKLAND COUNTY, MICHIGAN

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 19, T.3N., R.3E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3N., R.3E., OAKLAND COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, NORTH 89°43'00" WEST, 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 89°43'00" WEST, 237.28 FEET; THENCE NORTH 67°25'37" WEST, 44.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, THENCE SOUTH 01°07'53" WEST, 1352.77 FEET; THENCE NORTH 89°08'02" WEST, 398.10 FEET TO THE NORTHEAST CORNER OF LOT 122 OF "PLEASANT LAKE SHORES NO. 2", AS RECORDED IN LIBER 229 OF PLATS ON PAGES 29-41, O.C.S., THENCE ALONG THE NORTHERLY LINE OF SAID LOT 122, AND IN PART OF LOT 123, NORTH 89°13'54" WEST, 181.14 FEET; THENCE NORTH 01°07'53" EAST, 706.61 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 22.04 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 22°44'24" AND A CHORD BEARING & DISTANCE OF NORTH 85°58'05" WEST, 30.03 FEET; THENCE NORTH 01°07'53" EAST, 578.80 FEET; THENCE SOUTH 67°37'21" WEST, 38.56 FEET; THENCE NORTH 02°38'31" WEST, 144.59 FEET; THENCE NORTH 31°08'25" WEST, 38.87 FEET; THENCE NORTH 34°12'05" EAST, 181.79 FEET; THENCE NORTH 01°07'53" EAST, 52.11 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID CENTERLINE, SOUTH 67°25'37" EAST, 311.86 FEET; THENCE SOUTH 01°07'53" WEST, 248.18 FEET; THENCE SOUTH 89°32'02" EAST, 112.10 FEET; THENCE NORTH 27°24'54" EAST, 165.71 FEET TO THE NOMINAL CENTERLINE OF SAID PONTIAC LAKE ROAD; THENCE ALONG SAID LINE SOUTH 67°25'37" EAST, 128.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. CONTAINING 872.824 SQUARE FEET OR 20.03 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC AND OR ANY OTHER GOVERNMENTAL UNIT IN THAT PART OF PONTIAC LAKE ROAD, TAKEN, USED OR DEEDED FOR ROADWAY PURPOSES, ALSO BEING SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD.

DEVELOPER

PINE CREEK DEVELOPMENT L.L.C.
 522 NORTH MAIN STREET
 MILFORD, MICHIGAN 48381
 (248) 684-6500

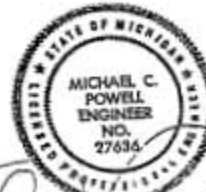
PREPARED BY:

POWELL & ASSOCIATES, ENGINEERS, INC.
 2570 UNION LAKE ROAD
 COMMERCE, MICHIGAN 48382
 (810) 363-2200

SHEET INDEX

- 1C. COVER SHEET
- 2C. SURVEY PLAN
- 3C. SITE PLAN
- 4C. UNIT DIMENSIONS & UTILITY PLAN

NOTE
 THE ASTERISK (*) SHOWN IN THE SHEET INDEX INDICATES AMENDED OR NEW DRAWINGS WHICH ARE REVISED DATED APRIL 15, 1997. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

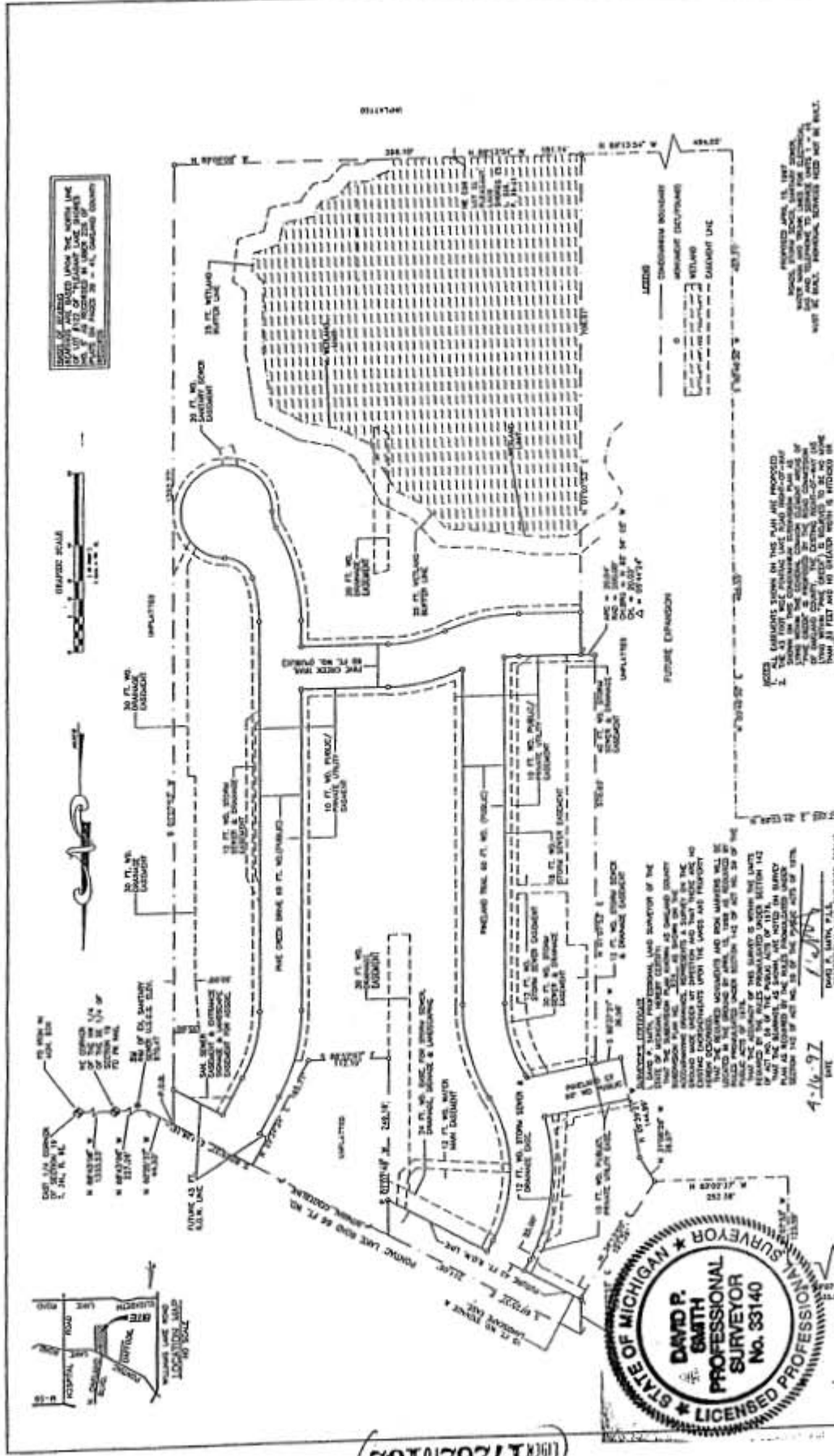


Michael C. Powell

Powell & Associates Engineers, Inc. Civil/Structural Engineers	 2016 Union Lake Road Suite 2 Commerce, MI 48382 Phone 810-363-2200	DATE
		4/15/97
PINE CREEK		SCALE
COVER SHEET		NO. 3547
		SUB. NO.
		DATE
		BY

PROPOSED APRIL 15, 1997

(616) 172629161



DATE	7/15/97
BY	D.P. SMITH
SCALE	1" = 40'
JOB NO.	84-018
SHEET NO.	1 OF 2
PINE CREEK	
SURVEY PLAN	

David P. Smith
 Professional Land Surveyor
 No. 33140
 2150 W. LANSING
 CHARLOTTE, N.C. 28208

4-16-97

ALL RIGHTS SHOWN ON THIS PLAN ARE RESERVED BY THE SURVEYOR AND HIS CLIENTS. NO PART OF THIS PLAN OR THE INFORMATION CONTAINED HEREIN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.



**THIRD AMENDMENT TO THE
MASTER DEED OF
PINE CREEK**

HY 18 98 146113

LIBER 18481 PG 498

\$ 29.00 MISCELLANEOUS RECORDING
\$ 2.00 REMONUMENTATION
18 MAY 98 2:50 P.M. RECEIPT# 1378
PAID RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

**THIRD AMENDMENT TO THE
MASTER DEED OF PINE CREEK**

WHEREAS the original Master Deed for **PINE CREEK**, which is located in the Township of Waterford, County of Oakland, State of Michigan; was recorded on the 31st day of July, 1995, at liber 15555, page 220, Oakland County Records; and thereafter the First Amendment to the Master Deed was filed on the 11th day of December, 1995, at liber 15876, page 641, Oakland County Records; and the Second Amendment to the Master Deed was recorded on June 3, 1997, at liber 17262, page 153, and re-recorded on July 24, 1997, at liber 107417, pages 371 through 382, and is known as Oakland County Condominium Subdivision Plan number 924.

WHEREAS the Developer, **PINE CREEK DEVELOPMENT, L.L.C.**, a Michigan limited liability company (hereinafter referred to as "developer"), whose address is 522 North Main Street, ^{Site 200} Milford, Michigan 48381, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), herein-after referred to as the "Act," wishes to enter into the third expansion of the condominium and Master Deed in order to expand the condominium as provided for under Article VII, Expansion of the Condominium, to seventy-five (75) Units;

NOW THEREFORE the Master Deed is hereby amended as follows:

**ARTICLE I
TITLE AND NATURE**

29.00
2.00

The Condominium Project shall be known as **PINE CREEK**, Oakland County Condominium Subdivision Plan No. 924. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Re-Plat No. 3 Condominium Subdivision Plan attached as Exhibit B hereto. Each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project and/or from a public road. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners and General Common Elements of the Condominium Project.

900 0924

A:\3 Amendment\3RD Amendment.wpd

O.K. - RC

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is located in the Township of Waterford, County of Oakland, State of Michigan, and is described as follows:

LEGAL DESCRIPTION -- PINE CREEK I, II, III -- REVISED 4/23/97:

A parcel of land being part of the East 1/2 of Section 19, T.3N., R.9E., Waterford Township, Oakland County, Michigan, being more particularly described as:

Commencing at the East 1/4 post of Section 19, T.3N., R.9E., Oakland County, Michigan, thence proceeding along the nominal centerline of Pontiac Lake Road, North 88 degrees 43 minutes 08 seconds West, 1333.53 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 19; thence continuing along said centerline North 88 degrees 43 minutes 06 seconds West, 227.26 feet; thence North 60 degrees 25 minutes 37 seconds West, 44.33 feet to the point of beginning of the parcel herein described. Thence South 01 degrees 07 minutes 53 seconds West, 1352.77 feet; thence North 89 degrees 06 minutes 08 seconds West, 396.10 feet to the Northeast corner of Lot 122 of "Pleasant Lake Shores No. 5", as recorded in Liber 226 of Plats on Pages 39-41, O.C.R.; thence along the North line of "Pleasant Lake Shores No. 5", North 89 degrees 13 minutes 54 seconds West, 658.17 feet to a point on the North and South 1/4 line of said Section 19; thence along said North and South 1/4 line North 00 degrees 52 minutes 41 seconds East, 943.54 feet; thence in part along the North line of "Pleasant Lake Shores No. 6", as recorded in Liber 238 on Page 37-40, Oakland County Records, South 89 degrees 03 minutes 46 seconds West, 207.25 feet to the Southeast corner of "McCallum Subdivision" as recorded in Liber 73 on Page 15; thence along the East line of said "McCallum Subdivision"; thence North 00 degrees 44 minutes 25 seconds East, 644.13 feet; thence South 89 degrees 07 minutes 19 seconds East, 335.90 feet; thence South 01 degrees 07 minutes 53 seconds West, 123.59 feet; thence South 89

OAKLAND COUNTY TREASURERS CERTIFICATE

HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description
of all TAXES on same are paid for five years previous to the
date of this instrument, as appears by the records in the office
except as stated.

C. HUGH DOHANY *K.H.D.*

C. HUGH DOHANY, County Treasurer
Sec. 135, Act 208, 1893 as amended

A:\3 Amendment\3RD Amendment.vpd

021214

PAID CO. TREAS

5/18/98

degrees 02 minutes 37 seconds East, 252.38 feet; thence North 34 degrees 13 minutes 05 seconds East, 191.29 feet; thence North 01 degrees 07 minutes 53 seconds East, 52.11 feet to the nominal centerline of Pontiac Lake Road; thence along said centerline, South 60 degrees 25 minutes 37 seconds East, 311.06 feet; thence South 01 degrees 07 minutes 48 seconds West, 249.18 feet; thence South 88 degrees 52 minutes 07 seconds East, 112.10 feet; thence North 29 degrees 34 minutes 24 seconds East, 165.71 feet to the nominal centerline of said Pontiac Lake Road; thence along said line South 60 degrees 25 minutes 37 seconds East, 128.16 feet to the point of beginning of the parcel herein described. Containing 1,696,796 square feet or 38.95 acres of land, more or less. Being subject to the rights of the public and or any other governmental unit in that part of Pontiac Lake Road, taken, used or deeded for roadway purposes, also being subject to any other easements, restrictions, or conditions of record.

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The following described property contained in the above description is intended to be dedicated by Developer to the County of Oakland for public road way and right of way:

**RIGHT-OF-WAY FOR PINE CREEK DRIVE AND
PINE LAND TRAIL, PINE CREEK TRAIL AND PINE LAND COURT**

DESCRIPTION OF PUBLIC ROADS IN REPLAT NO. 3
PINE CREEK SITE CONDOMINIUM

A PARCEL OF LAND BEING PART OF THE EAST ½ OF SECTION 19, T.3N., R. 9E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

13-19-401-019 }
13-19-401-022 } NE¼ & SE¼
13-19-401-023 }
13-19-177-013 - NW¼ & SW¼

COMMENCING AT THE EAST 1/4 POST OF SECTION 19, T.3N., R.9E., OAKLAND COUNTY, MICHIGAN; THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, NORTH $88^{\circ}43'08''$ WEST, 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE CONTINUING ALONG SAID CENTERLINE NORTH $88^{\circ}43'6''$ WEST, 227.26 FEET; THENCE NORTH $60^{\circ}25'37''$ WEST 44.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH $01^{\circ}07'53''$ WEST, 48.90 FEET TO THE 43 FOOT RIGHT OF WAY LINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID RIGHT OF WAY LINE NORTH $60^{\circ}25'37''$ WEST, 79.45 FEET; THENCE SOUTH $29^{\circ}34'23''$ WEST, 58.50 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 99.28 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF $28^{\circ}26'30''$ AND A CHORD BEARING AND DISTANCE OF SOUTH $15^{\circ}21'08''$ WEST, 98.26 FEET; THENCE SOUTH $01^{\circ}07'53''$ WEST, 549.88 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 62.45 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF $17^{\circ}53'21''$ AND A CHORD BEARING AND DISTANCE OF SOUTH $07^{\circ}48'48''$ EAST, 62.19 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 51.61 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF $70^{\circ}24'13''$ AND A CHORD BEARING AND DISTANCE OF SOUTH $51^{\circ}57'35''$ EAST, 48.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 306.02 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF $269^{\circ}45'05''$ AND A CHORD BEARING AND DISTANCE OF SOUTH $47^{\circ}42'51''$ WEST, 92.12 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.34 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF $31^{\circ}50'44''$ AND A CHORD BEARING AND DISTANCE OF NORTH $13^{\circ}19'58''$ WEST, 23.04 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 137.89 FEET TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF $30^{\circ}23'13''$ AND A CHORD BEARING AND DISTANCE OF NORTH $14^{\circ}03'44''$ WEST, 136.28 FEET; THENCE NORTH $01^{\circ}07'53''$ EAST 37.14 FEET; THENCE NORTH $88^{\circ}52'07''$ WEST, 121.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 82.33 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF $23^{\circ}35'09''$ AND A CHORD BEARING AND DISTANCE OF SOUTH $79^{\circ}20'19''$ WEST, 81.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 107.03 FEET TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS

OF 260.00 FEET, A CENTRAL ANGLE OF 23°35'09" AND A CHORD BEARING AND DISTANCE OF SOUTH 79°20'19" WEST, 106.28 FEET; THENCE NORTH 88°52'07" WEST, 89.46 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 128.45 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 28°18'20" AND A CHORD BEARING AND DISTANCE OF NORTH 74°42'56" WEST, 127.16 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 20.72 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 05°56'08" AND A CHORD BEARING AND DISTANCE OF NORTH 63°31'45" WEST, 20.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 60.20 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 82°07'41" AND A CHORD BEARING AND DISTANCE OF SOUTH 72°26'20" WEST 55.18 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 291.95 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 257°20'36" AND A CHORD BEARING AND DISTANCE OF NORTH 19°57'12" WEST, 101.50 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 12.89 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 17°34'52" AND A CHORD BEARING AND DISTANCE OF SOUTH 80°04'20" EAST, 12.84 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 128.43 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 28°18'05" AND A CHORD BEARING AND DISTANCE OF SOUTH 74°42'43" EAST, 127.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 98.82 FEET TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 28°18'32" AND A CHORD BEARING AND DISTANCE OF SOUTH 74°42'57" EAST, 97.82 FEET; THENCE SOUTH 88°52'07" EAST, 89.46 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 19.59 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 05°36'41" AND A CHORD BEARING AND DISTANCE OF NORTH 88°19'32" EAST, 19.58 FEET; THENCE NORTH 01°07'53" EAST, 488.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 110.19 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 31°34'03" AND A CHORD BEARING AND DISTANCE OF NORTH 14°39'09" WEST, 108.80 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 4.04 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 00°53'25" AND A CHORD BEARING AND DISTANCE OF NORTH 29°59'27" WEST, 4.04 FEET; THENCE SOUTH 80°37'21" WEST, 241.80 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 123.03 FEET TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET; A CENTRAL ANGLE OF 27°06'46" AND A CHORD

BEARING AND DISTANCE OF NORTH 85°49'16" WEST, 121.89 FEET; THENCE NORTH 72°15'53" WEST, 238.06 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 12.89 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 17°35'05" AND A CHORD BEARING AND DISTANCE OF NORTH 81°03'26" WEST, 12.84 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 300.04 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 264°28'23" AND A CHORD BEARING AND DISTANCE OF NORTH 42°23'13" EAST, 96.25 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 49.03 FEET TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 66°53'18" AND A CHORD BEARING AND DISTANCE OF SOUTH 38°49'14" EAST, 46.29 FEET; THENCE SOUTH 72°15'53" EAST, 171.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 94.64 FEET TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 27°06'46" AND A CHORD BEARING AND DISTANCE OF SOUTH 85°49'16" EAST, 93.76 FEET; THENCE NORTH 80°37'21" EAST, 227.59 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 206.46 FEET TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 45°29'49" AND A CHORD BEARING AND DISTANCE OF NORTH 06°49'28" EAST, 201.08 FEET; THENCE NORTH 29°34'23" EAST, 17.00 FEET TO A POINT ON THE 43 FOOT RIGHT OF WAY OF PONTIAC LAKE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 60°25'37" WEST, 91.47 FEET; THENCE NORTH 01°07'53" EAST, 48.90 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID CENTERLINE SOUTH 60°25'37" EAST, 311.06 FEET; THENCE SOUTH 01°07'48" WEST, 48.90 FEET TO THE 43 FOOT RIGHT OF WAY OF PONTIAC LAKE ROAD; THENCE ALONG SAID 43 FOOT RIGHT OF WAY NORTH 60°25'37" WEST, 159.60 FEET; THENCE SOUTH 29°34'23" WEST, 17.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 209.47 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 60°00'33" AND A CHORD BEARING AND DISTANCE OF SOUTH 00°25'54" EAST, 200.03 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 143.25 FEET, TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 31°34'03" AND A CHORD BEARING AND DISTANCE OF SOUTH 14°39'03" EAST, 141.44 FEET; THENCE SOUTH 01°07'53" WEST, 473.01 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 0.51 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 00°08'49" AND A CHORD BEARING AND DISTANCE OF NORTH 67°37'08" EAST, 0.51 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 107.03 FEET TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF

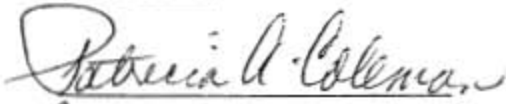
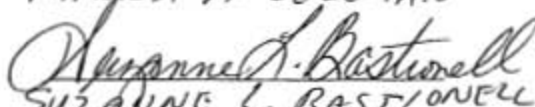
260.00 FEET, A CENTRAL ANGLE OF 23°35'09" AND A CHORD BEARING AND DISTANCE OF NORTH 79°20'19" EAST, 106.28 FEET; THENCE SOUTH 88°52'07" EAST, 121.86 FEET; THENCE NORTH 01°07'53" EAST, 452.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 129.06 FEET TO A POINT A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 28°26'30" AND A CHORD BEARING AND DISTANCE OF NORTH 15°21'08" EAST, 127.74 FEET; THENCE NORTH 29°34'23" EAST, 58.50 FEET TO THE 43 FEET RIGHT OF WAY LINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID 43 FOOT RIGHT OF WAY LINE NORTH 60°25'37" WEST, 12.00 FEET; THENCE NORTH 29°34'24" EAST, 43.00 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID CENTERLINE SOUTH 60°25'37" EAST, 128.16 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, CONTAINING 232,308 SQUARE FEET OR 5.33 ACRES OF LAND MORE OR LESS. BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR CONDITIONS OF RECORD. THE ABOVE DESCRIPTION COVERS LAND AREAS FOR THE FOLLOWING PUBLIC ROADS, PONTIAC LAKE ROAD, PINE CREEK DRIVE, PINE CREEK TRAIL, PINELAND TRAIL AND PINELAND COURT WITHIN THE PINE CREEK REPLAT NO. 2 PROJECT.

THE BALANCE OF THE MASTER DEED and By-Laws (Exhibit "A") as originally filed and/or amended, and not amended or altered hereunder, shall remain as originally written and filed. Where there is an ambiguity, this amendment shall control.

THE AMENDMENTS AS CONTAINED HEREIN are intended to replace and supercede those Articles as identified of the original Master Deed and/or the First Amendment and Second Amendment thereto, which as replaced hereby, shall be of no further force and effect after the recording hereof. In all other respects other than herein-above indicated, the Master Deed of Pine Creek, as heretofore amended, including the By-Laws as recorded aforesaid, are hereby ratified, confirmed, and re-declared.

IN WITNESS WHEREOF, this Third Amendment to the Master Deed of PINE CREEK is hereby executed this 12 day of MAY, 1998.

WITNESSES:


PATRICIA A. COLEMAN

SUZANNE L. BASTIONELL

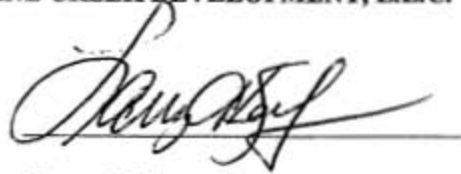
PINE CREEK DEVELOPMENT, L.L.C.



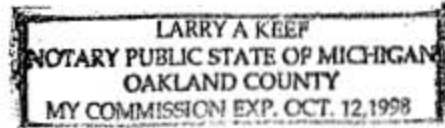
SHEW CONSTRUCTION CO., INC.
BY: LARRY N. SHEW, President
Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On This 12 day of MAY, 1998, the foregoing Third Amendment to the Master Deed was acknowledged before me by **LARRY N. SHEW**, President of **SHEW CONSTRUCTION COMPANY, INC.**, a Michigan a Michigan corporation, who is member of **PINE CREEK DEVELOPMENT, L.L.C.**, a Michigan Limited Liability Company, on behalf of and with the authority of **PINE CREEK DEVELOPMENT, L.L.C.**



Notary Public
Oakland County, Michigan
My commission expires: _____



Third Amendment
to the Master Deed Drafted by:

Robert M. Bondy, Esq.
522 N. Main Street, Suite 200
Milford, Michigan 48381

After Recording, return to:

Robert M. Bondy, Esq.
522 N. Main Street, Suite 200
Milford, Michigan 48381

LIBR 18481PC506

REPLAT NO. 3
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 924
EXHIBIT "B" TO THE MASTER DEED OF
PINE CREEK
WATERFORD TOWNSHIP,
OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION -- PINE CREEK S.U.B. -- REVISED 4/23/97
A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 18, T.34N., R.3E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN - BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SECTION 18, T.34N., R.3E., SHILAND COUNTY, MICHIGAN, THENCE PROCEEDING ALONG THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD, NORTH 88 DEGREES 43 MINUTES 08 SECONDS WEST, 1333.53 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 88 DEGREES 43 MINUTES 36 SECONDS WEST, 227.28 FEET; THENCE NORTH 80 DEGREES 25 MINUTES 37 SECONDS WEST, 44.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, THENCE SOUTH 01 DEGREE 07 MINUTES 53 SECONDS WEST, 1352.77 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 08 SECONDS WEST, 296.10 FEET TO THE NORTHEAST CORNER OF LOT 122 OF "PLEASANT LAKE SHORES NO. 9", AS RECORDED IN LIBER 228 OF PLATS ON PAGES 39-41, O.C.R.; THENCE ALONG THE NORTH LINE OF "PLEASANT LAKE SHORES NO. 9", NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST, 658.17 FEET TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18; THENCE ALONG SAID NORTH AND SOUTH 1/4 LINE NORTH 00 DEGREES 03 MINUTES 41 SECONDS EAST, 843.24 FEET; THENCE IN PART ALONG THE NORTH LINE OF "PLEASANT LAKE SHORES NO. 9", AS RECORDED IN LIBER 228 ON PAGE 37-40, OAKLAND COUNTY RECORDS, SOUTH 89 DEGREES 03 MINUTES 48 SECONDS WEST, 503.25 FEET TO THE SOUTHEAST CORNER OF "MCCALLUM SUBDIVISION" AS RECORDED IN LIBER 73 ON PAGE 15; THENCE ALONG THE EAST LINE OF SAID "MCCALLUM SUBDIVISION", THENCE NORTH 90 DEGREES 44 MINUTES 25 SECONDS EAST, 844.13 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 19 SECONDS EAST, 323.90 FEET; THENCE SOUTH 01 DEGREE 07 MINUTES 53 SECONDS WEST, 123.99 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 37 SECONDS EAST, 292.28 FEET; THENCE NORTH 24 DEGREES 13 MINUTES 05 SECONDS EAST, 191.29 FEET; THENCE NORTH 01 DEGREE 07 MINUTES 53 SECONDS EAST, 52.11 FEET TO THE NOMINAL CENTERLINE OF PONTIAC LAKE ROAD; THENCE ALONG SAID CENTERLINE, SOUTH 80 DEGREES 25 MINUTES 37 SECONDS EAST, 211.08 FEET; THENCE SOUTH 01 DEGREE 07 MINUTES 48 SECONDS WEST, 248.18 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 07 SECONDS EAST, 112.10 FEET; THENCE NORTH 28 DEGREES 34 MINUTES 24 SECONDS EAST, 185.71 FEET TO THE NOMINAL CENTERLINE OF SAID PONTIAC LAKE ROAD; THENCE ALONG SAID LINE SOUTH 60 DEGREES 25 MINUTES 37 SECONDS EAST, 128.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, CONTAINING 1,884,798 SQUARE FEET OR 38.98 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC AND OR ANY OTHER GOVERNMENTAL UNIT IN THAT PART OF PONTIAC LAKE ROAD, TAKEN, USED OR DEDICATED FOR ROADWAY PURPOSES, ALSO BEING SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS, OR CONDITIONS OF RECORD.

DEVELOPER

PINE CREEK DEVELOPMENT L.L.C.
522 NORTH MAIN STREET
SUITE 200
MILFORD, MICHIGAN 48361
(248) 684-6500

PREPARED BY:

POWELL & ASSOCIATES, ENGINEERS, INC.
2570 UNION LAKE ROAD
COMMERCE, MICHIGAN 48382
(810) 363-2200

SHEET INDEX

- 1C. COVER SHEET
- 2C. SURVEY PLAN
- 3C. SITE PLAN
- 3D. SITE PLAN (WEST)
- 4C. UNIT DIMENSIONS & UTILITY PLAN
- 4D. UNIT DIMENSIONS & UTILITY PLAN (WEST)

NOTE
THE ASTERISK (*) SHOWN IN THE SHEET INDEX INDICATES AMENDED OR NEW DRAWINGS WHICH ARE REVISED DATED MARCH 16, 1997, THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.



Michael C. Powell

Powell & Associates, Inc. Consulting Engineers 	1978 Three Star Best Value Award International Franchise 500 Franchise 500-500
	PINE CREEK COVER SHEET

PROPOSED MARCH 16, 1998

DATE REV. _____ DESIGNED _____ CHECKED _____

DATE DATA

UNIT NO.	AREA	LENGTH	WIDTH	CORNER	BEARING	AREA
47	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
48	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
49	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
50	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
51	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
52	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
53	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
54	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
55	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
56	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
57	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
58	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
59	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
60	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
61	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
62	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
63	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
64	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
65	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
66	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
67	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
68	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
69	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
70	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
71	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
72	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
73	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
74	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
75	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
76	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
77	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
78	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
79	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
80	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
81	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
82	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
83	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
84	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
85	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
86	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
87	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
88	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
89	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
90	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
91	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
92	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
93	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
94	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
95	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
96	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
97	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
98	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
99	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50
100	1,417.50 SQ. FT.	144.00	98.00	S 89°07'31" E	144.00	1,417.50

UNIT INFORMATION

UNIT NO.	SQUARE FOOTAGE	UNIT NO.	SQUARE FOOTAGE	UNIT NO.	SQUARE FOOTAGE
47	1,417.50 SQ. FT.	57	1,417.50 SQ. FT.	67	1,417.50 SQ. FT.
48	1,417.50 SQ. FT.	58	1,417.50 SQ. FT.	68	1,417.50 SQ. FT.
49	1,417.50 SQ. FT.	59	1,417.50 SQ. FT.	69	1,417.50 SQ. FT.
50	1,417.50 SQ. FT.	60	1,417.50 SQ. FT.	70	1,417.50 SQ. FT.
51	1,417.50 SQ. FT.	61	1,417.50 SQ. FT.	71	1,417.50 SQ. FT.
52	1,417.50 SQ. FT.	62	1,417.50 SQ. FT.	72	1,417.50 SQ. FT.
53	1,417.50 SQ. FT.	63	1,417.50 SQ. FT.	73	1,417.50 SQ. FT.
54	1,417.50 SQ. FT.	64	1,417.50 SQ. FT.	74	1,417.50 SQ. FT.
55	1,417.50 SQ. FT.	65	1,417.50 SQ. FT.	75	1,417.50 SQ. FT.
56	1,417.50 SQ. FT.	66	1,417.50 SQ. FT.	76	1,417.50 SQ. FT.
57	1,417.50 SQ. FT.	67	1,417.50 SQ. FT.	77	1,417.50 SQ. FT.
58	1,417.50 SQ. FT.	68	1,417.50 SQ. FT.	78	1,417.50 SQ. FT.
59	1,417.50 SQ. FT.	69	1,417.50 SQ. FT.	79	1,417.50 SQ. FT.
60	1,417.50 SQ. FT.	70	1,417.50 SQ. FT.	80	1,417.50 SQ. FT.
61	1,417.50 SQ. FT.	71	1,417.50 SQ. FT.	81	1,417.50 SQ. FT.
62	1,417.50 SQ. FT.	72	1,417.50 SQ. FT.	82	1,417.50 SQ. FT.
63	1,417.50 SQ. FT.	73	1,417.50 SQ. FT.	83	1,417.50 SQ. FT.
64	1,417.50 SQ. FT.	74	1,417.50 SQ. FT.	84	1,417.50 SQ. FT.
65	1,417.50 SQ. FT.	75	1,417.50 SQ. FT.	85	1,417.50 SQ. FT.
66	1,417.50 SQ. FT.	76	1,417.50 SQ. FT.	86	1,417.50 SQ. FT.
67	1,417.50 SQ. FT.	77	1,417.50 SQ. FT.	87	1,417.50 SQ. FT.
68	1,417.50 SQ. FT.	78	1,417.50 SQ. FT.	88	1,417.50 SQ. FT.
69	1,417.50 SQ. FT.	79	1,417.50 SQ. FT.	89	1,417.50 SQ. FT.
70	1,417.50 SQ. FT.	80	1,417.50 SQ. FT.	90	1,417.50 SQ. FT.
71	1,417.50 SQ. FT.	81	1,417.50 SQ. FT.	91	1,417.50 SQ. FT.
72	1,417.50 SQ. FT.	82	1,417.50 SQ. FT.	92	1,417.50 SQ. FT.
73	1,417.50 SQ. FT.	83	1,417.50 SQ. FT.	93	1,417.50 SQ. FT.
74	1,417.50 SQ. FT.	84	1,417.50 SQ. FT.	94	1,417.50 SQ. FT.
75	1,417.50 SQ. FT.	85	1,417.50 SQ. FT.	95	1,417.50 SQ. FT.
76	1,417.50 SQ. FT.	86	1,417.50 SQ. FT.	96	1,417.50 SQ. FT.
77	1,417.50 SQ. FT.	87	1,417.50 SQ. FT.	97	1,417.50 SQ. FT.
78	1,417.50 SQ. FT.	88	1,417.50 SQ. FT.	98	1,417.50 SQ. FT.
79	1,417.50 SQ. FT.	89	1,417.50 SQ. FT.	99	1,417.50 SQ. FT.
80	1,417.50 SQ. FT.	90	1,417.50 SQ. FT.	100	1,417.50 SQ. FT.

LEGEND

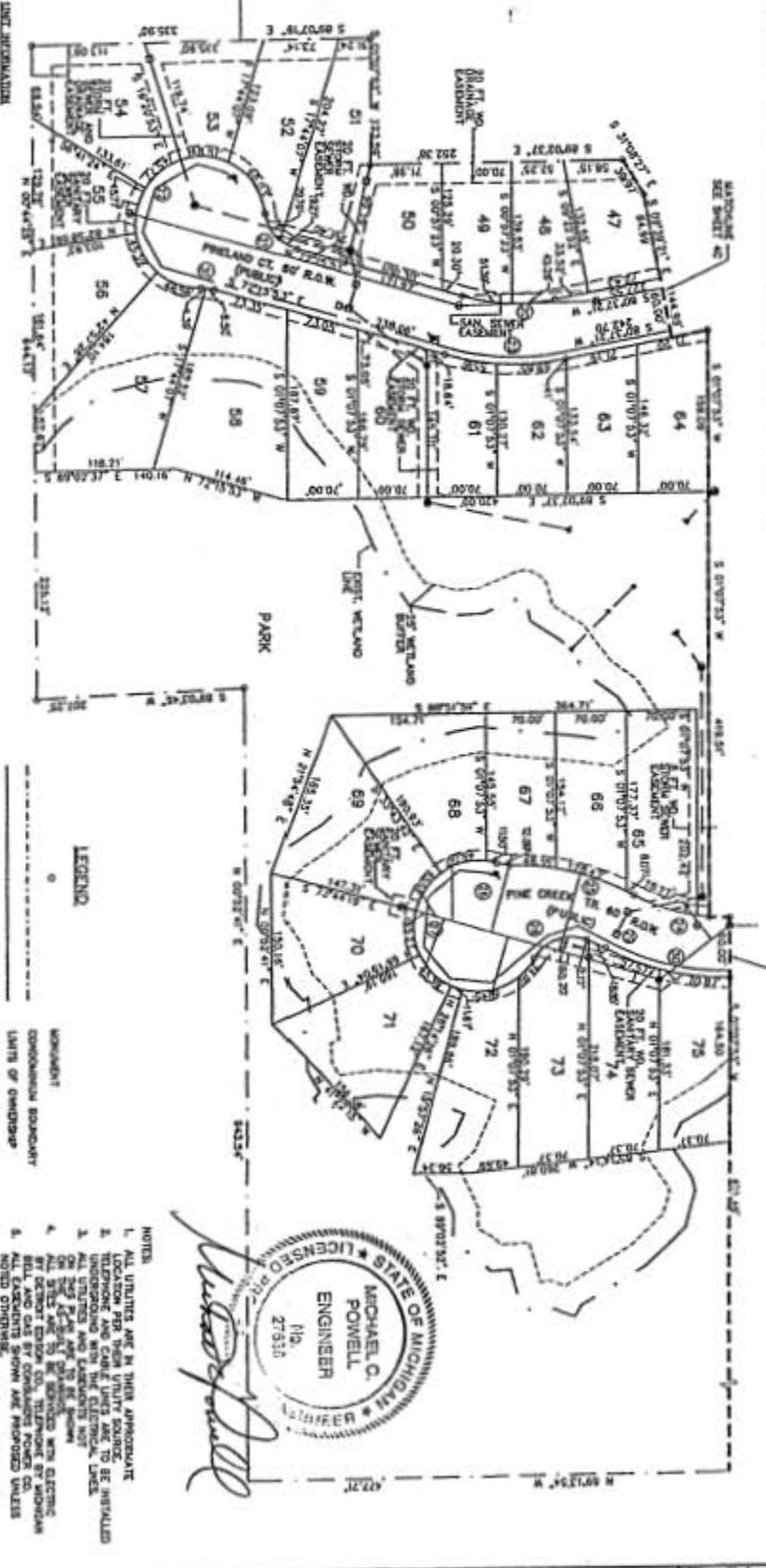
- CONDOMINIUM BOUNDARY
- LIMITS OF CONDOMINIUM
- HIGH 12" - 18" STORM SEWER
- HIGH 6" SANITARY SEWER
- HIGH 6" WATER MAIN
- CONDOMINIUM UNIT
- CONDOMINIUM UNIT AREA

NOTES

1. ALL UTILITIES ARE IN THEIR APPROPRIATE LOCATION PER THEIR UTILITY SOURCE.
2. TELEPHONE AND CABLE LINES ARE TO BE INSTALLED UNDERGROUND WITH THE ELECTRICAL LINES.
3. ALL UTILITIES ARE TO BE INSTALLED ON THE NORTH SIDE OF THE UNIT.
4. ALL UTILITIES ARE TO BE INSTALLED WITHIN THE CONDOMINIUM BOUNDARY.
5. ALL UTILITIES ARE TO BE INSTALLED WITHIN THE CONDOMINIUM BOUNDARY.
6. ALL UTILITIES ARE TO BE INSTALLED WITHIN THE CONDOMINIUM BOUNDARY.
7. ALL UTILITIES ARE TO BE INSTALLED WITHIN THE CONDOMINIUM BOUNDARY.
8. ALL UTILITIES ARE TO BE INSTALLED WITHIN THE CONDOMINIUM BOUNDARY.
9. ALL UTILITIES ARE TO BE INSTALLED WITHIN THE CONDOMINIUM BOUNDARY.
10. ALL UTILITIES ARE TO BE INSTALLED WITHIN THE CONDOMINIUM BOUNDARY.

EXEMPTED MARSH, 18, 2025

FOR ELECTRICAL, GAS AND TELEPHONE NEEDS TO EXISTING UNITS - 79 FROM PROPOSED WATER MAIN, SANITARY SEWER, STORM SEWER AND CABLE LINES ARE TO BE INSTALLED UNDERGROUND WITHIN THE CONDOMINIUM BOUNDARY.



STATE OF MICHIGAN
ENGINEER
MICHAEL C. POWELL
 NO. 27930
 LICENSED PROFESSIONAL ENGINEER

Michael C. Powell

