PURCHASER INFORMATION BOOKLET

FOR

PINE CREEK BLUFFS CONDOMINIUM

A CONDOMINIUM PROJECT

IN

HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

River Place / Abbey Limited Partnership
30100 Telegraph Road, Suite 366
Bingham Farms, Michigan 48025
(248) 647- 8111

PINE CREEK BLUFFS CONDOMINIUM
RECEIPT AND INSTRUCTION SHEET

Dear Purchaser:

We are furnishing you a copy of the Pine Creek Bluffs Condominium Purchaser Information Booklet, which includes the Condominium Master Deed and all other Condominium Documents, as defined therein. The Pine Creek Bluffs Condominium Purchaser Information Booklet also contains copies of the Disclosure Statement and other documents as may be prescribed by the Michigan Condominium Act. The documents contained in the Pine Creek Bluffs Condominium Purchaser Information Booklet are listed on the reverse side of this receipt.

Section 84 of the Condominium Act provides that your Purchase Agreement (a copy of which you previously received, or which is delivered herewith) is binding only upon the expiration of nine (9) business days from the date hereof, counting today as the first day, unless you elect in writing to waive the benefit of Section 84. During that time, you should carefully read each of the documents included in the Pine Creek Bluffs Condominium Purchaser Information Booklet as, collectively, they describe and control the nature of the interest you are purchasing, the operation of the Condominium and your relationship with the Project, other Co-owners and the Developer.

Section 84a prescribes the information we must be give you as a condominium purchaser. Section 84a(3) provides that after you sign this Receipt and Instruction Sheet, you are presumed to have received and understood the Pine Creek Bluffs Condominium Purchaser Information Booklet documents.

We have included Sections 84 and 84a in full in the Purchaser Information Booklet. Please sign and return to us one copy of this Receipt and Instruction Sheet to acknowledge your receipt of the documents described on the reverse side.

Very truly yours,

RIVER PLACE/ABBEY LIMITED PARTNERSHIP
a Michigan limited partnership

_____
By: Laurence R. Goss, Executive Vice President
Burton-Katzman Development Company, Agent

Receipt of documents listed on the reverse is acknowledged:

By: _____
, Purchaser (If more than one Purchaser, all must sign.)

By: _____
, Purchaser

Unit No: _____ Dated: _____, 20___

PINE CREEK BLUFFS CONDOMINIUM

DOCUMENTS FURNISHED WITH RECEIPT AND INSTRUCTION SHEET

Purchaser Information Booklet containing:

- Master Deed
- Bylaws
- Condominium Subdivision Plan
- Pine Creek Bluffs Condominium Association – Nonprofit Articles of Incorporation
- Escrow Agreement
- Disclosure Statement
- *The Condominium Buyers Handbook*
- Sections 84 and 84a of the Condominium Act
- Agreement for Sewer Connection

PURCHASER INFORMATION BOOKLET

FOR

PINE CREEK BLUFFS CONDOMINIUM

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2003 AUG 18 P 3:49

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

PINE CREEK BLUFFS CONDOMINIUM
MASTER DEED

This Master Deed is made and executed on this 31st day of July, 2003, by River Place/ Abbey Limited Partnership, a Michigan Limited Partnership, hereinafter referred to as "Developer", whose address is 30100 Telegraph Road, Suite 366, Bingham Farms, Michigan 48025, 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".

WITNESSETH:

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 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 under the provisions of the Act.

NOW, THEREFORE, the Developer, upon the recording hereof, establishes Pine Creek Bluffs Condominium as a Condominium Project under the Act and declares that Pine Creek Bluffs Condominium (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Act, as same hereafter may be amended, 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, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as Pine Creek Bluffs Condominium, Livingston County Condominium Subdivision Plan No. 284. The site plan has been approved by the Township of Hamburg, Livingston County, Michigan. The Condominium is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, volume and area thereof, and the designation of Common Elements as General Common Elements or Limited Common Elements, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto and/or in Article IV of this Master Deed. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common

Element of the Condominium or a public road. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed. None of the provisions of this Master Deed, the Exhibits hereto or the purposes of the Condominium shall be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II
LEGAL DESCRIPTION

The land submitted to the Condominium established by this Master Deed is particularly described as follows:

LEGAL DESCRIPTION PARCEL "A":

A part of the North ½ of Section 1, T-1-N, R-5-E, Hamburg Township, Livingston County, Michigan, being more particularly described as: Commencing at the Northwest Corner of Section 1; thence N.88°15'24"E., 38.47 feet along the North line of said Section 1 to the Southwest Corner of Section 36, T-2-N, R-5-E, Genoa Township, Livingston County, Michigan, said line also being the South line of said Section 36; thence continuing along a line common with said Section 1 and 36, N.88°15'27"E., 11.52 feet to the Point of Beginning; thence continuing along said line and in part along the South line of "Pine Creek Ridge Subdivision No. 6", as recorded in Liber 38, Page 15 through 23 of Plats, Livingston County Records, N.88°15'27"E., 809.11 feet to a point on the Westerly right-of-way line of Wyndam Lane (66 feet wide), as recorded in Liber 2893, Page 254, Livingston County Records; thence the following twelve (12) courses, being along the Westerly, Southerly and Easterly right-of-way line of said Wyndam Lane: (1) Along a curve to the left 512.44 feet, said curve having a radius of 483.58 feet, a central angle of 60°42'55" and a long chord bearing of S.30°22'20"E., 488.80 feet; and (2) S.60°43'47"E., 46.57 feet; and (3) Along a curve to the left 566.66 feet, said curve having a radius of 383.00 feet, a central angle of 84°46'13" and a long chord bearing of N.76°53'06"E., 516.37 feet; and (4) N.34°30'00"E., 249.45 feet; and (5) Along a curve to the right 344.34 feet, said curve having a radius of 367.00 feet, a central angle of 53°45'27" and a long chord bearing of N.61°22'43"E., 331.84 feet to a point on the North line of said Section 1; and (6) N.88°15'27"E., 593.80 feet to the North ¼ Corner of Section 1, T-1-N, R-5-E, Hamburg Township; and (7) N.88°15'27"E., 13.70 feet to the South ¼ Corner of Section 36, T-2-N, R-5-E, Genoa Township; and (8) N.87°49'45"E., 157.85 feet; and (9) Along a curve to the right 218.45 feet, said curve having a radius of 567.00 feet, a central angle of 22°04'27" and a long chord bearing of S.81°08'02"E., 217.10 feet; and (10) Along a curve to the right 296.73 feet, said curve having a radius of 252.00 feet, a central angle of 67°28'00" and a long chord bearing of S.36°21'47"E., 279.89 feet; and (11) S.02°37'48"E., 204.20 feet; and (12) Along a curve to the right 47.27 feet, said curve having a radius of 30.00 feet, a central angle of 90°16'49" and a long chord bearing of S.42°29'58"W., 42.53 feet to a point on the North line of Hamburg Road (66 feet wide); thence the following three (3) courses, being along said line: (1) S87°22'12"W., 373.86 feet;; and (2) Along a curve to the left 273.25 feet, said curve having a radius of 174.90 feet, a central angle of 88°29'00" and a long chord bearing of S.42°37'43"W., 246.23 feet; and (3) S02°06'47"E., 519.47 feet; thence S.42°53'13"W., 176.78 feet; thence S.87°53'14"W., 275.75 feet; thence N.67°20'00"W., 131.59 feet; thence S.46°33'29"W., 236.06 feet; thence S.10°59'14"W., 292.27 feet; thence S.55°21'20"W., 116.68 feet; thence S.87°10'38"W., 435.00 feet; thence N.58°12'54"W., 167.28 feet; thence N.02°52'23"W., 110.00 feet; thence S.87°10'58"W. 1135.00 feet to the East line of Bauer Road (50 feet ½ width); thence along said East line N.02°52'23"W., 1611.26 feet to the Point of Beginning, and Containing 90.813 acres, more or less.

LEGAL DESCRIPTION PARCEL "B":

A part of the Northwest 1/4 of Section 1, T-1-N, R-5-E, Hamburg Township, Livingston County, Michigan, being more particularly described as: Commencing at the North ¼ Corner of said Section

1; thence S.88°15'27"W., 823.58 feet along the North line of said Section 1, said line also being the South line of said Section 36, T-2-N, R-5-E, Genoa Township, and the South line of "Pine Creek Ridge Subdivision No. 6", as recorded in Liber 38, Page 15 through 23 of Plats, Livingston County Records, to the Point of Beginning, said point being on the Northerly right-of-way line of Wyndam Lane (66 feet wide), dedicated right-of-way, as recorded in Liber 2893, Page 254, Livingston County Records; thence the following five (5) courses, being along said line: (1) Along a curve to the left 164.04 feet, said curve having a radius of 433.00 feet, a central angle of 21°42'23" and a long chord bearing of S.45°21'11"W., 163.06 feet; and (2) S.34°30'00"W., 249.45 feet; and (3) Along a curve to the right 469.01 feet, said curve having a radius of 317.00 feet, a central angle of 84°46'13" and a long chord bearing of S.76°53'06"W., 427.39 feet; and (4) N.60°43'47"W., 46.57 feet; and (5) Along a curve to the right 444.49 feet, said curve having a radius of 417.58 feet, a central angle of 60°59'19" and a long chord bearing of N.30°14'08"W., 423.80 feet to the North line of said Section 1; thence N.88°15'27"E., 928.00 feet along said North line to the Point of Beginning, and Containing 6.412 acres, more or less.

LEGAL DESCRIPTION PARCEL "C":

A part of the Northeast 1/4 of Section 1, T-1-N, R-5-E, Hamburg Township, Livingston County, Michigan, being more particularly described as: Commencing at the North ¼ Corner of said Section 1; thence N. 88°15'27"E., 13.70 feet along the North line of said Section 1, said line also being the South line of "Pine Creek Ridge Subdivision No. 6", as recorded in Liber 38, Page 15 through 23 of Plats, Livingston County Records, to the South ¼ Corner of Section 36, T-2-N, R-5-E, Genoa Township; thence continuing along a line common to said Section 1 and 36 N.87°49'45"E., 439.13 feet to the Point of Beginning, said point being on the Northeasterly right-of-way line of Wyndam Lane (66 feet wide), a dedicated right-of-way, as recorded in Liber 2893, Page 254, Livingston County Records; thence continuing along said line N.87°49'45"E., 296.83 feet, to Traverse Point "A"; thence continuing N.87°49'45"E., 75 feet, more or less, to the Westerly water's edge of Brighton Lake; thence Southerly and Easterly along said Southerly water's edge 880 feet, more or less, to a point on the line common to said Sections 1 and 36, said point also being on the South line of "Howell's Brighton Beach Subdivision No. 1", as recorded in Liber 3, Page 26 of Plats, Livingston County Records; thence N.87°49'45"E., 20 feet, more or less, along said line to Traverse Point "B";; said Brighton Lake being traversed by the following intermediate traverse line: Beginning at the above mentioned Traverse Point "A"; thence S.37°32'53"E., 333.25 feet; thence S.74°08'09"E., 126.47 feet; thence N.87°27'19"E., 120.00 feet; thence N.68°21'04"E., 169.25 feet; thence N.28°34'27"E., 295.13 feet to the end of the traverse line at the above mentioned Traverse Point "B", being on the South line of said "Howell's Brighton Beach Subdivision No. 1"; thence continuing N.87°49'45"E., 95.27 feet along said South line to a point on the Northwesterly right-of-way line of Hamburg Road (66 feet width); thence the following five (5) courses, being along said line: (1) Along a curve to the left 165.22 feet, said curve having a radius of 244.72 feet, a central angle of 38°40'54" and a long chord bearing of S.38°23'26"W., 162.10 feet; and (2) S.19°00'51"W., 211.30 feet; and (3) Along a curve to the right 340.58 feet, said curve having a radius of 285.47 feet, a central angle of 68°21'21" and a long chord bearing of S.53°11'32"W., 320.73 feet; and (4) S.87°22'12"W., 469.13 feet; and (5) Along a curve to the right 47.12 feet, said curve having a radius of 30.00 feet, a central angle of 90°00'00" and a long chord bearing of N.47°37'48"W., 42.43 feet to a point on the East line of Wyndam Lane (variable width); thence the following two (2) courses, being along said East right of way line: (1) No.02°37'48"W., 169.51 feet; and (2) Along a curve to the left 379.14 feet, said curve having a radius of 348.00 feet, a central angle of 62°25'23" and a long chord bearing of N.33°50'30"W., 360.67 feet to the Point of Beginning, and Containing 6.88 acres, more or less, which includes 1.2 acres, more or less, between the intermediate traverse line and the water's edge of Brighton Lake. Subject to the riparian rights of the public in Brighton Lake,

AND SUBJECT TO ALL OTHER LAWFUL EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD AND ALL GOVERNMENT LIMITATIONS.

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 other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations, if any, of Pine Creek Bluffs Condominium Association, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Pine Creek Bluffs Condominium 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. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

Section 3. Architectural Control Committee. "Architectural Control Committee" means the Architectural Control Committee described in Article VI, Section 2. C. of the Bylaws. Unless the Developer in its discretion has assigned the right to do so, the Developer shall appoint all the members of the Architectural Control Committee until such time as certificates of occupancy are issued for dwellings in one hundred percent (100%) of the Sites in the Condominium.

Section 4. Association. "Association" means Pine Creek Bluffs Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 5. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of Pine Creek Bluffs Condominium Association, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 6. Builder. "Builder" means and refers to any licensed residential builder which acquires legal or equitable title to a Unit for the purpose of constructing, and which does subsequently commence to construct, a dwelling thereon for resale, and not for his/her/its own use, and which either is: (a) an affiliate of the Developer or a general partner thereof; or (b) any other person which: (1) has been approved by the Architectural Control Committee in accordance with Article VI, Section 3 of the Bylaws; and (2) has constructed no fewer than three (3) residential buildings for resale during the twelve (12) month period immediately preceding such person's acquisition of legal or equitable title to the Unit.

Section 7. Bylaws. "Bylaws" means the Bylaws of Pine Creek Bluffs Condominium which are attached as Exhibit "A" hereto, as the same from time to time hereafter may be amended, or amended and restated, by an instrument duly executed and acknowledged in accordance with the Bylaws and the Act and recorded in the office of the Livingston County Register of Deeds, 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 8. Common Elements. "Common Elements", when used without modification, means and includes both the General Common Elements and any Limited Common Elements described in Article IV.

Section 9. Condominium Documents. "Condominium Documents", wherever used, means and includes this Master Deed, the Bylaws, the Condominium Subdivision Plan and the Articles of Incorporation and rules and regulations, if any, of the Association, as they may be amended and/or restated from time to time.

Section 10. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, the buildings, improvements and structures thereon and all easements, rights and appurtenances appurtenant to Pine Creek Bluffs Condominium.

Section 11. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Pine Creek Bluffs Condominium as a residential condominium project established in conformity with the provisions of the Act.

Section 12. Condominium Subdivision Plan. "Condominium Subdivision Plan" means the Condominium Subdivision Plan of Pine Creek Bluffs Condominium as surveyed by Giffels-Webster Engineers, Inc., of 2871 Bond Street, Rochester Hills, Michigan 48309, which is attached as Exhibit "B" hereto, and all amendments and re-plats thereof as from time to time are recorded in the office of the Livingston County Register of Deeds.

Section 13. Co-owner. "Co-owner" means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 14. Developer. "Developer" means River Place / Abbey Limited Partnership, a Michigan Limited Partnership, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents. Neither a licensed real estate broker, nor a licensed residential Builder who acquires an ownership interest in a Unit for the purpose of constructing a dwelling thereon, shall be deemed the "Developer" within the meaning of the Condominium Documents, provided that this provision shall not be construed to limit the Developer's right to assign to a licensed residential Builder who acquires legal or equitable title to the lesser of ten (10) Units or seventy-five percent (75%) of the Units in the Condominium, the rights reserved to, and the responsibilities to be performed by, the Developer pursuant to the Condominium Documents, the Act or other applicable law, in whole or in part.

Section 15. Development, Construction and Sales Period. "Development, Construction and Sales Period" means the period commencing with the recording of the Master Deed and, unless earlier terminated by the Developer in a signed writing in recordable form which the Developer causes to be delivered to the Association, continuing so long as the Developer owns any Unit in the Condominium which it offers for sale or on which the Developer or any Builder is constructing, or proposes to construct, a dwelling, and thereafter for so long as the Developer retains the right in accordance with the Act and Article VI of this Master Deed to add to the Condominium the Area of Future Development, or any portion thereof, and, if so added by the Developer to this Condominium, thereafter for so long as the Developer or any Builder is constructing, or proposes to construct, a dwelling thereon, and thereafter, in any event, for the applicable warranty period in regard to all dwellings constructed upon Units in this Condominium.

Section 16. 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 may properly be brought before the meeting. Such meeting is to be held: (a) in the Developer's sole discretion either before or after fifty (50%) percent of the Units which may be created are sold; (b) mandatorily, fifty-four (54) months from the date of the first Unit conveyance; or (c) mandatorily, 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 which may be created are sold, whichever first occurs.

Section 17. Master Deed; Consolidating Master Deed. "Master Deed" means this Master Deed, as the same from time to time hereafter may be amended by one or more instrument(s) duly executed and acknowledged in accordance with the requirements of the Master Deed, the Act and other applicable laws, if any, of the State of Michigan, and duly recorded in the office of the Livingston County Register of Deeds, being the Condominium Document recording the Condominium Project which is required by Section 8 of the Act. "Consolidating Master Deed" means the final amended Master Deed which, if the Project is expanded pursuant to the authority reserved to the Developer in Article VII below, when recorded in the office of the Livingston County Register of Deeds, shall describe Pine Creek Bluffs Condominium as a completed Condominium Project, shall reflect the entire final land area of the Condominium and all Units and Common Elements therein and shall express percentages of value pertinent to each Unit as finally re-adjusted. Such Consolidating Master Deed, when recorded in the office of the Livingston County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all prior amendments thereto and restatements thereof.

Section 18. Open Space Areas. "Open Space Areas" shall mean and include the open space, wetlands and all other land areas within the Condominium which are neither Units, roads (public or private) or sidewalks, as designated or depicted on the Condominium Subdivision Plan, including all walking trails, bike paths and/or other amenities, if any, as are constructed or installed within any land area which is an Open Space Area. Without limiting the generality of the foregoing definition, those wetlands located between the intermediate traverse line and water's edge of Brighton Lake, and those wetlands which include the flood plain of South Ore Creek, shall constitute Open Space Areas within the meaning of this Master Deed and the Bylaws attached hereto.

Section 19. Township or Township of Hamburg. "Township" or "Township of Hamburg" means the Township of Hamburg, a general law township, Livingston County, Michigan.

Section 20. 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 21. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential building site in Pine Creek Bluffs Condominium, as such space is described in Exhibit "B" hereto and in Article V, Section 1 below, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. The term "Unit" does not include the dwelling or any other improvement that has been constructed by the Co-owner within the perimeter of such building site. "Lakefront Unit" means any of Units 1 through 7, inclusive, each of which borders Brighton Lake. Any Unit which is not a "Lakefront Unit" is sometimes referred to in the Condominium Documents as a "Landbound Unit".

Other terms utilized in the Condominium Documents that are not defined herein above shall have the meanings as provided in the Act. Whenever any reference herein is made to one gender, the same shall include a reference to all genders where same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference also shall be included to the plural if the same would be appropriate.

ARTICLE IV
COMMON ELEMENTS

The Common Elements, depicted and designated on the Condominium Subdivision Plan, and the responsibilities for their decoration, maintenance, repair and replacement, are:

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

(a) Land. That portion of the land described in Article II hereof which is neither described in Article V of this Master Deed, nor designated and depicted on the Condominium Subdivision Plan, as a Unit. Those structures and improvements that now or hereafter are located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The private roads and any private sidewalks located within the road right-of-way (expressly excluding, however, the public roads and sidewalks located within the public rights-of-way of Wyndam Lane and Hamburg/Brighton Lake Road, which are public roads dedicated to the Livingston County Road Commission and, therefore, have been entirely excluded from the description of the Condominium Premises), and all easements which are a general benefit to the Condominium Premises and Co-owners, shall be General Common Elements. Notwithstanding the foregoing, the right-of-way of any private road and/or private sidewalk shall cease to be a General Common Element if and when dedicated to and accepted for public use and maintenance; provided further, that the Developer does not intend or expect to so dedicate any of the private roads and/or private sidewalks within the Condominium and expressly disclaims any responsibility to do so or to construct private roads or private sidewalks in such manner as may be required for dedication.

(b) Open Space. The Open Space Areas.

(c) Entranceway Walls and Common Landscaping. The entranceway walls and all common landscaping located throughout the Condominium.

(d) Signage. The entrance, vehicular traffic control and other common signage, if any, located throughout the Condominium.

(e) Electrical. The electrical transmission system throughout the Condominium up to the point of connection for individual Unit service.

(f) Telephone. The telephone and cable television wiring networks, if any, throughout the Condominium up to the point of connection for individual Unit service.

(g) Gas. The gas distribution system throughout the Condominium, up to the point where service is stubbed for connection within Unit boundaries.

(h) Water. The water distribution system throughout the Condominium, up to and through the point where the water main connects with the water service lead within the Unit boundaries; provided, that the Developer intends and expects to dedicate the water main serving the Project to the City of Brighton and, in the event that it does so and the City of Brighton accepts such dedication, such water main shall cease to be a General Common Element. Notwithstanding anything herein to the contrary, each Unit owner by the acceptance of a deed agrees to be bound by the terms and conditions of a certain City of Brighton and Hamburg Township Water Service and Waste Water Treatment Franchise Agreement dated October 9, 2001, by and between the City of Brighton and Hamburg Township.

(i) Sanitary Sewer. The sanitary sewer main, laterals and other sanitary sewer system components throughout the Condominium, up to and through the grinder pump serving a residential structure on a Unit; provided, that the Developer intends and expects to dedicate the sanitary sewer system to the Township and, in the event it does so and the Township accepts such dedication, the sanitary sewer system shall cease to be a General Common Element. At such time as any component or portion of the sanitary sewer system is inspected, approved and accepted by the Township, the Township shall become the owner of all right, title and interest in such component or portion of the sanitary sewer system. Upon request by the Township, a Co-owner shall execute any and all documentation as the Township shall determine necessary to transfer to the Township the ownership, right and title to such component or portion.

(j) Telecommunications. Telecommunications systems, if and when they may be installed, up to the point of entry into each Unit for service.

(k) Underground Lawn Irrigation System. Any underground lawn irrigation system installed by the Developer or Association to service the Common Elements.

(l) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole, unless ownership is vested in another entity, such as the DTE Energy Company, or its successors or assigns.

(m) Storm Water Management System. The retention, detention and/or sedimentation areas as depicted on the Condominium Subdivision Plan, the inlet and outlet areas, the manholes, the catch basins and all other elements, if any, of the storm water management system throughout the Condominium, excepting, however, that portion of the storm water management system which is located within the Pine Creek Ridge No. 6 Drain Drainage District. Units 8 through 20, 28 through 37, 44 through 72, 78 and 81 through 88 are located within that portion of the Condominium Premises that has been added to and is subject to the jurisdiction of the Pine Creek Ridge No. 6 Drain Drainage District.

(n) Other. Such other elements of the Condominium not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to its existence, upkeep and safety, including, without limitation, rights of a Co-owner of this Association under any shared amenities agreement described in Article X, Section 15 below.

Some or all of the utility lines, systems (including mains and service leads) and equipment, the cable television system and the telecommunications system, if and when constructed, may be owned by the local public authority or by the company that provides the pertinent service. Accordingly, such utility lines, systems and equipment, and the cable television and telecommunications systems, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

Section 2. Limited Common Elements. The Developer has assigned no Limited Common Elements at this time. Nevertheless, the Developer reserves the right to assign Limited Common Elements at any time during the Development, Construction and Sales Period.

Section 3. Responsibilities. Subject to any express Bylaw provisions to the contrary:

(a) Common Elements. Except as provided in (b) below, the Association shall be responsible for the maintenance, decoration, repair and replacement of the Common Elements. The Developer, during the Development, Construction and Sales Period, and the Association thereafter, shall have the right to establish such reasonable rules and regulations with respect to the use and enjoyment of the Open Space Areas as is necessary or desirable to insure the proper preservation and functioning of the Open Space Areas.

(b) Grinder Pump and Sanitary Sewer Lead. The Co-owner of each Unit (including any Builder which acquires fee title to or the interest of a land contract vendee in the Unit) shall be responsible for the installation of the grinder pump and sanitary sewer lead in conformance with the requirements of the Township including, without limitation, by personnel trained and approved by the Township. The Co-owner of the Unit to which it is appurtenant also shall be responsible for the operation, inspection, maintenance, repair and replacement of the grinder pump and sanitary sewer lead; provided, that such responsibility shall cease if, and after, the Township assumes the responsibility for their operation, inspection, maintenance and repair.

(c) Units. The costs to decorate, maintain, repair and replace all Unit dwellings, structures and other improvements located within a Unit, including, without limitation, the utility leads, lawn, landscaping and any

and all other improvements located therein, shall be borne by the Co-owner of the Unit except as may be otherwise specifically provided in this Section 3. In the event the Co-owner fails reasonably to maintain and/or repair any Unit dwelling, structure or other Unit improvement (including lawn mowing, landscape maintenance and driveway snow removal), then the Association (or the Developer at its option during the Development, Construction and Sales Period) shall have the right, but not the obligation, to perform such maintenance and/or repair and charge the Co-owner the costs thereof and collect such costs in the manner provided for the collection of assessments as set forth in Article II of the Bylaws. In the event of a conflict between the Developer and the Association regarding the enforcement of this Section, the Developer's rights shall control over the Association during the Development, Construction and Sales Period.

(d) Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium shall have access to the Common Elements and Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred to reconstruct, repair or maintain such services shall be borne by the Association, in the case of a General Common Element described in Article IV, Section 1, or otherwise by the Co-owner of the individual Unit served thereby. Each individual Co-owner also shall be responsible to pay all utility service charges and deposits attributable to his Unit.

Section 4. 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 Condominium or that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. The Condominium initially shall consist of eighty-eight (88) Units. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of Pine Creek Bluffs Condominium as surveyed by Giffels-Webster Engineers, Inc., of 2871 Bond Street, Rochester Hills, Michigan 48309, which Plan is attached hereto as Exhibit "B". Each Unit shall consist of the space contained within the Unit boundaries as shown in the Condominium Subdivision Plan and delineated with heavy outlines, together with all appurtenances thereto.

Section 2. Percentages of Value. The percentages of value assigned to the Units shall be equal. The determination that percentages of value shall be equal was made after reviewing the comparative characteristics that would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements, the proportionate share of such Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%). Each Unit number is as it appears on the Condominium Subdivision Plan.

Section 3. Modification of Units and Common Elements by Developer. The size, location, nature, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in the Condominium Subdivision Plan, as same may be revised or amended from time to time, may be modified, and/or Unit boundaries may be eliminated to consolidate two (2) or more Units into one (1) Unit, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer or its successors without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors

and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 4. Relocation of Boundaries of Adjoining Units by Co-owners. Boundaries between adjoining Units may be relocated at the request of the Co-owners of such adjoining Units and upon approval of the affected mortgagees of these Units. Upon written application of the Co-owners of the adjoining Units, and upon the approval of said affected mortgagees, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Master Deed shall identify the Units involved and shall state that the boundaries between those Units are being relocated by agreement of the Co-owners thereof and such amendment shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. The amendment shall be delivered to the Co-owners of the Units involved upon payment by them of all reasonable costs for the preparation and recording thereof in the manner provided in Article II of the Bylaws.

ARTICLE VI
CONVERTIBLE AREA

Section 1. Convertible Area. The Developer intends to construct the Units in the Condominium as indicated on the Condominium Subdivision Plan. However, the Developer hereby reserves the right to convert any area designated as a Unit, the General Common Element areas immediately adjacent to the Units, and/or immediately adjacent to any Limited Common Element areas as may have been established, as the need arises in order to make reasonable changes to Unit sizes and to increase or decrease the immediately adjacent Common Element area sizes accordingly. The Developer further hereby reserves the right to create Limited Common Elements within any portion of the Condominium and/or to designate those Common Elements therein that may be subsequently assigned as Limited Common Elements.

Section 2. Time Period in Which to Exercise Option to Convert. The Developer's option to convert certain areas of the Condominium as provided in Section 1 above shall expire six (6) years from the date of recording of this Master Deed and may be exercised at one time or at different times within said six (6) year period as the Developer, in its sole discretion, may elect. This period may be extended with the prior approval of sixty-six and two-thirds percent (66-2/3%) of all Co-owners eligible to vote.

Section 3. No Additional Units to be Created in Convertible Area. No additional Units shall be added to the Condominium as a result of the exercise of the Developer's option to convert the Condominium reserved in Section 1 above, since the Developer's right to convert the Condominium is limited solely to the right to reasonably alter types, sizes, and boundaries of the Units and the common areas and/or to create additional Common Elements as provided in Section 1 above.

ARTICLE VII
EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed consists of eighty-eight (88) Units but is intended to be the first phase of an expandable

Condominium under the Act which, if expansion occurs as herein below provided, shall contain in its entirety not more than ninety-nine (99) Units. Additional Units, if any, will be established upon all or some portion or portions of the following described land:

Legal Description of "Area of Future Development":

A part of the Northwest 1/4 of Section 1, T-1-N, R-5-E, Hamburg Township, Livingston County, Michigan, being more particularly described as: Commencing at the North ¼ Corner of said Section 1; thence S.02°06'47"E., 1204.83 feet along the North-South ¼ line of said Section 1; thence S87°53'13"W., 33.00 feet to the Point of Beginning, said point being on the West right of way line of Hamburg Road (66 feet wide); thence S.02°06'47"E., 952.50 feet along said West right of way line of Hamburg Road; thence S.87°10'38"W., 857.00 feet; thence N.02°52'23"W., 390.00 feet; thence N.55°21'20"E., 116.68 feet; thence N. 10°59'14"E., 292.27 feet; thence N.46°33'29"E., 236.06 feet; thence S.67°20'00"E., 131.59 feet; thence N.87°53'14"E., 275.75 feet; thence N. 42°53'13"E., 176.78 feet to the Point of Beginning, and Containing 15.311 acres, more or less. SUBJECT TO ALL LAWFUL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND ALL GOVERNMENT LIMITATIONS.

(herein referred to as the "Area of Future Development").

Section 2. Increase in Number of Units. Any other provision of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) 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 construction of residential Units thereon. This period may be extended with the prior approval of sixty-six and two-thirds (66-2/3%) of all Co-owners eligible to vote. Subject to the requirements of any required Township approval, including site plan approval, the location, dimensions and shape of all such additional Units, and the nature, appearance, design (interior and exterior) and structural components of all dwellings to be constructed upon such additional Units, shall be determined by the Developer in its sole discretion. One-hundred percent (100%) of all additional Unit areas will be devoted to residential use.

Section 3. Expansion Not Mandatory. Nothing herein shall obligate the Developer to enlarge the Condominium 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 rental development, a separate Condominium Project (or Projects) or any other form of development or retain same as raw land. There are no restrictions on the election of the Developer to expand the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium 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 or to construct particular improvements thereon in any specific locations.

Section 4. Consolidating Master Deed. In the event this Master Deed is amended from time to time to expand the Condominium pursuant to this Article VII, a Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded, as determined by Developer, in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed shall reflect the entire land area of the Condominium and all Units and Common Elements therein, and shall express percentages of value pertinent to each Unit as finally readjusted, if applicable. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE VIII
CONTRACTION OF CONDOMINIUM

Section 1. Contractible Area. Although the Condominium established pursuant to this initial Master Deed consists of eighty-eight (88) Units, and the Condominium may be expanded to contain a maximum of ninety-nine (99) Units as provided in Article VII above, the Developer hereby reserves the right to contract the size of

the Condominium so as to contain not fewer than thirty-eight (38) Units by withdrawing from the Condominium all or some portion or portions of the land underlying and surrounding Units 16-53, 62-68 and 73-77, and/or by withdrawing such additional Units as may be added through subsequent amendments to this Master Deed, together with the land, utilities, and/or roadways which are not needed to service the remaining Units (labeled "need not be built" on the Condominium Subdivision Plan and hereinafter referred to as "Contractible Area"), from the Condominium. The Developer reserves the right to use a portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects), or any other form of development, or to retain or sell as undeveloped land. The Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project so reduced to include all or any portion of the land so withdrawn.

Section 2. Decrease in Number of Units. Any provision of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period no later than six (6) years from the date of recording this Master Deed, be reduced to no fewer than thirty-eight (38) Units by withdrawing any portion, or all, of the Contractible Area from the Condominium. This period may be extended with the prior approval of sixty-six and two-thirds percent (66-2/3%) of all Co-owners in number and in value who are eligible to vote. There are no restrictions on the election of the Developer to contract the size of the Condominium other than as explicitly set forth herein. The Developer is not obligated to withdraw portions of the Contractible Area in any particular order.

Section 3. Statutory Right to Contract Undeveloped Portions of Condominium. The Act provides that, if the Developer has not completed development and construction of Units or improvements in the Condominium Project that are identified as "need not be built" during a period ending six (6) years from the date the Developer exercised its rights with respect to either expansion, contraction or convertibility, whichever right was exercised last, or within ten (10) years after the date of commencement of construction by the Developer of the Project, if no expansion, contraction or conversion has occurred, the Developer, and its successors or assigns, may withdraw from the Project undeveloped portions of the Project not identified as "must be built" without the prior consent of any Co-owners, mortgagees of Units in the Project or any other party having an interest in the Project. The undeveloped portions of the Project withdrawn automatically shall be granted easements for utility and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project before the expiration of the six (6) year time period previously described, i.e., six (6) years from the date of the last expansion, contraction or conversion of this Project, or before the expiration of ten (10) years from the date of commencement of construction, if no expansion, contraction or conversion has occurred, such lands shall remain part of the Project as General Common Elements and all rights to construct Units upon that land shall cease. In such event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association may bring an action to require revisions to the percentages of value pursuant to the Act.

ARTICLE IX
OPERATIVE PROVISIONS

Any conversion, expansion or contraction of the Project pursuant to Articles VI, VII or VIII above also shall be governed by the provisions set forth below:

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such conversion, expansion or contraction of the Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and assigns and in which the percentages of value set forth in Article V hereof shall be proportionately re-adjusted in order to preserve a total value of one hundred percent (100%) for the entire Condominium resulting from such amendment or amendments to this Master Deed and preserving equal percentages of value for each condominium Unit. The precise determination of the re-adjustment in the percentages of value shall be made within the sole judgment of Developer.

Section 2. Re-definition of Common Elements. Such amendment or amendments to the Master Deed shall contain such further definitions and re-definitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel(s) being converted, added to or withdrawn from the Project by such amendment pursuant to Article VI, Article VII or Article VIII above. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Condominium if reasonably necessary to achieve the purposes of said Articles, including, but not limited to, the connection of roadways in the Condominium to any roadways that may be located on, or planned for, the parcel or parcels of the Area of Future Development added to the Condominium or the Contractible Area withdrawn from the Condominium, and to provide access from the roadways located in the Condominium to any Unit that is located on, or planned for, said parcel or parcels of the Area of Future Development or the Contractible Area.

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 Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed as are made to effectuate the purposes of Articles VI, VII, or VIII above, and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of 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 re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference the entire Master Deed or the Exhibits hereto and any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE X
EASEMENTS

Section 1. Easements for Maintenance of Encroachments, Utilities, Storm Water Management System and Surface Drainage. In the event any building or structure constructed upon a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement of the building or structure, 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. This Section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, Units described in this Master Deed that are comprised of land and/or airspace above and/or below said land without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement. There shall be easements to, through and over the Unit and Common Element land for the continuing maintenance and repair of the watermain, sanitary sewer, storm water management systems and other utilities in the Condominium (which shall include both surface drainage from adjacent portions of the Condominium and, where applicable, an easement for natural storm water retention up to the spillover elevation on the low portion which remains after the construction of a dwelling upon and the final grading of the Unit).

Section 2. Easement Retained by Developer Over Private Roads. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the Area of Future Development described in Article VII, or any portion or portions thereof, and all future owners of the Contractible Area described in Article VIII, or any portion or portions thereof, an easement for the unrestricted use of all private roads in the Condominium for the purpose of ingress and egress to and from the Area of Future Development described in Article VII, or any portion or portions thereof, and the Contractible Area described in Article VIII, or any portion or portions thereof, and which in either case lies outside the Condominium. All expenses of maintenance, repair, replacement and resurfacing of any private road referred to in this Article X, Section 2 shall be shared by this Condominium and any developed portions of the Area of Future Development described in Article VII and any developed portions of the Contractible Area described in Article VIII above whose closest means of access to a public road is over such private road or roads. The Co-owners of this Condominium (to be paid as a cost of administration by the Association) shall be responsible from time to time for payment of a proportionate share

of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all of the dwellings in the Area of Future Development described in Article VII, or any portion or portions thereof, and the Contractible Area described in Article VIII above, or any portion or portions thereof, which lie outside this Condominium and whose closest means of access to a public road is over such private road.

Section 3. Reservation of Right to Dedicate Public Right-of Way Over Private Road or to Transfer Title. The Developer reserves the right at any time during the Development, Construction and Sales Period, and the Association shall have the right thereafter, 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 General Common Element private roads in the Condominium or to transfer title to the roads to the local public authority. Any such right-of-way dedication or transfer of title may be made by the Developer or the Association, as the case may be, 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 Livingston County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium 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 right-of-way dedication or transfer of title. This right of dedication and transfer of title does not obligate the Developer to construct or install the roads in a manner suitable for acceptance of such dedication by the appropriate municipal authority.

Section 4. Clear Vision Easement. The Developer hereby establishes, dedicates and conveys to the Livingston County Road Commission easements over certain Units in the Condominium, as designated in the Condominium Subdivision Plan (Exhibit "B" attached hereto), for the maintenance of a substantially unobstructed view for vehicular traffic utilizing the public and private roadways in the Condominium ("Clear Vision Easements") along the front perimeter of certain Units in the Condominium which are adjacent to those roadways. No dwelling, structure or improvement, including any tree, shrub or other landscaping which is or may be expected to grow to a height in excess of three (3) feet above the surface of the roadway, measured at the elevation of the centerline of said roadway, shall be permitted without the written approval of the Architectural Control Committee established in Article VI of the Bylaws and, if the road is a public road, the Livingston County Road Commission.

Section 5. Pine Creek Ridge No. 6 Drain Drainage District; Special Assessments.

A. **Portion of Condominium Added to Pine Creek Ridge No. 6 Drain Drainage District.** As stated above, the Pine Creek Ridge No. 6 Drain Drainage District was established, pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as amended, by an Agreement to Establish a County Drain which was recorded in the records of the Livingston County Register of Deeds at Liber 2829, Pages 0929 through 0936, both inclusive, and re-recorded in Liber 2840, Pages 0568 through 0575, both inclusive (the "Establishment Agreement"). A portion of the Condominium Premises drains into the Pine Creek Ridge No. 6 Drain and, consequently, has been added to the Pine Creek Ridge No. 6 Drain Drainage District pursuant to a subsequent Agreement for Adding Lands to an Existing County Drain and Drainage District which has been recorded in the records of the Livingston County Register of Deeds at Liber 3571, Pages 0547 through 0555, inclusive (the "Addition Agreement"). Units 8 through 20, 28 through 37, 44 through 72, 78 and 81 through 88 are located within the portion of the Condominium that has been so added to the Pine Creek Ridge No. 6 Drain Drainage District. The Establishment Agreement and Addition Agreement together grant to the Livingston County Drain Commissioner and the Pine Creek Ridge No. 6 Drain Drainage District (collectively "grantee"), and describe the terms and conditions upon which the grantees may exercise, a perpetual and permanent non-exclusive easement in, over, under, through and across the portion of the Condominium Premises, including the Units located therein, which has been added to the Pine Creek Ridge No. 6 Drain Drainage District, in order that the grantee, the grantee's successor(s), assign(s) and transferee(s) and their respective designated representatives, agents and contractors, from time to time may enter upon and gain access to the Drainage District easement areas to perform the grantee's responsibilities: (i) for the operation, inspection, maintenance and repair of drains and surface drainage over, across and under the Condominium Premises and adjoining lands; and (ii) to develop, establish, construct, repair, maintain, deepen, clean and

widen, and to perform any associated construction activities and grading in connection with any retention, detention and/or sedimentation basins and any other types of storm water drainage facilities, storm drains or related appurtenances located in any Drainage District drainage easement area, in any size, form, shape or capacity, which serve the Condominium Premises and/or adjoining lands.

B. **Assessments to Unit Owners for the Pine Creek Ridge No. 6 Drain Drainage District.** All costs relating to the operation, maintenance, repair, replacement and improvement of the Pine Creek Ridge No. 6 Drain shall be borne by the Pine Creek Ridge No. 6 Drain Drainage District and assessed to the owners of housing units, including those Units which are described in sub-section A. above, pursuant to Act No. 40 of the Public Acts of 1956, as amended.

Section 6. Association Storm Drainage Easements to Service Portions of Condominium Premises Located Outside Pine Creek Ridge No. 6 Drain Drainage District. The Association is hereby granted a perpetual and permanent non-exclusive easement in, over, under, through and across all portions of the Condominium Premises located outside the Pine Creek Ridge No. 6 Drainage District (the "Association drainage easement areas"). This easement is granted to enable the Association, its successor(s), assign(s) and transferee(s), and their respective designated representatives, agents and contractors, from time to time to enter upon and gain access to the Association drainage easement areas in order to perform its responsibilities: (i) for the operation, inspection, maintenance and repair of drains and surface drainage over, across and under the Condominium Premises and adjoining lands; and (ii) to develop, establish, construct, repair, maintain, deepen, clean and widen, and to perform any associated construction activities and grading in connection with, any retention, detention and/or sedimentation basins and any other types of storm water drainage facilities, storm drains or related appurtenances, in any size, form, shape or capacity, which serve the Condominium Premises and/or adjoining lands and are located in any Association drainage easement area. All of the costs incurred by the Association, its successor(s), assign(s) and transferee(s), as applicable, for such maintenance, operation and repair shall be borne by the Association as a cost of administration of the Condominium. If any developed portion of the Area of Future Development, as described in Article VII above, located outside this Condominium is served by drainage facilities within the Condominium for which the Association has the maintenance responsibility, then the Association's costs for the maintenance, repair and replacement of the Association drainage area and storm water facilities shall be shared in the manner provided in Section 14 below. The Association shall have the right to sell, assign, transfer or convey this easement to any other governmental unit or agency. No Co-owner shall build or install, or convey to others any permission to build or install, any permanent structures or improvements in any Association drainage easement area. All Co-owners, by their acceptance of a deed to a Unit, release the Association, its successor(s), assign(s) and transferee(s), and their respective designated representatives, directors, officers, agents and contractors, from any and all claims to damages which in any way arise from or are incident to the construction, maintenance, repair, replacement and administration of the storm water management system facilities within the Condominium for which the Association or its successor, assign or transferee, is responsible, or which in any way arise from or are incident to the exercise of rights or performance of obligations by the Association, its successor, assign or transferee under this easement, and each Co-owner covenants not to sue the Association, its successor(s), assign(s), transferee(s) and their designated representatives, directors, officers, agents and contractors, for any such damages. The rights granted to the Association's successor(s), assign(s) and transferee(s), under this Section of the Master Deed may not be amended without the express written consent of the Association's successor(s), assign(s) or transferee(s), as applicable. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by any Association successor, assignee or transferee, as applicable, of the easement and rights granted herein.

Section 7. Future Drainage District to Include Portions of Condominium Premises Located Outside Pine Creek Ridge No. 6 Drain Drainage District. The Developer reserves the right to establish a drainage district, pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as amended, to include all, or some portion, of the Condominium Premises located outside the Pine Creek Ridge No. 6 Drain Drainage District. Each Co-owner, by the acceptance of a deed to any Unit so located, shall be deemed to appoint the Developer as his attorney-in-fact for the purpose of executing, acknowledging and delivering a 433 Agreement with the Livingston County Drain Commissioners.

A. Easements. If a drainage district is so established, there shall exist easements over all Units and Common Elements for the purpose of construction, maintenance, repair and improvement of the storm water drainage system, including, without limitation, any retention or detention areas as may be shown on a re-plat of the Condominium Subdivision Plan. The easements shall exist in favor of the drainage district so established and the Livingston County Drain Commissioner ("Drain Commissioner"). The Drain Commissioner shall have the right to sell, assign, transfer or convey this easement to any governmental unit or agency that shall assume the responsibility for storm water drainage within the portion of the Condominium Premises included within the drainage district. The Drain Commissioner, or his agents, contractors and designated representatives, shall have the right of entry upon, and access to, the drain easement areas for the sole purpose of exercising the rights and performing the obligations of the Drain Commissioner described herein. Neither the Association nor any Co-owner shall disturb the grade or otherwise modify the drain easement areas in any manner that is inconsistent with the existence and operation of the drain. Neither the Association nor any Co-owner shall install, maintain, repair or replace landscaping materials within a drain easement area in any way that is inconsistent with the existence and operation of the drain. This restriction is intended to assure positive uninterrupted drainage in accordance with the master drainage plan. A Co-owner, by acquiring a Unit, shall be deemed to release the Drain Commissioner, his agents, contractors, designated representatives, successors, assigns and transferees, of and from any and all claims to damages in any way arising from or incidental to the construction and maintenance of the drain, or otherwise arising from or incidental to the exercise by the Drain Commissioner of his rights and the performance of his obligations under said easements, and the Co-owner covenants not to sue the drainage district for such damages.

B. Assessments for Future Drainage District. If a drainage district is so established, then all costs relating to the maintenance and operation of the drain shall be borne by the drainage district and assessed to and allocated among the Units in accordance with the percentages of value established in Article V of this Master Deed.

Section 8. Easement Retained by Developer to Tap Into Utilities. Developer also hereby reserves for the benefit of itself, its successors and assigns, all future owners of the Area of Future Development described in Article VII above, or any portion or portions thereof which lie outside this Condominium, and all future owners of the Contractible Area described in Article VIII above, or any portion or portions thereof which lie outside this Condominium, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems, and storm and sanitary sewer mains. The right so reserved may, in certain instances, be conditional upon the Developer, its successors or assigns, receiving the written consent of the municipal agency or public utility that owns and/or operates the utility. In the event that the Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, typing in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article X, Section 8 shall be shared by this Condominium, any developed portions of the Area of Future Development described in Article VII above and any developed portions of the Contractible Area described in Article VIII above which are served by such utility mains. The Co-owners of this Condominium shall be responsible, from time to time, for payment of a proportionate share of said expenses, which share shall be determined by multiplying said expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is the sum of the number of such Units plus the number of completed dwellings in the Area of Future Development which are served by such utility mains plus the number of completed dwellings in the Contractible Area which are served by such utility mains; provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to the utility mains, and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located in the Condominium and by the owner or owners, or any association of owners, as the case may be, of the dwellings in the Area of Future Development described in Article VII above and the Contractible Area described in Article VIII above which such lead or leads service.

Section 9. Reservation of Right to Grant Easements for Utilities. The Developer reserves the right at any time during the Development, Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and/or to transfer the title thereto to such governmental agencies or utility companies. Any such easement or 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 the Condominium Subdivision Plan, recorded in the Livingston County Register of Deeds. 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 are required to effectuate any such grant of easement or transfer of title.

Section 10. Conservation Easements. The Developer hereby declares and intends that the Open Space Areas of the Condominium be owned, developed and used only in conformance with the terms and conditions of the Township Open Space Community Ordinance. The Open Space Areas shall be retained predominantly in their natural, scenic and open space condition, subject to such recreational uses as are permitted by the Township Open Space Community Ordinance and not prohibited by the Bylaws of the Condominium. The use of Open Space Areas shall perpetually be subject to the covenants, conditions and restrictions set forth herein and in Article VI of the Bylaws of the Condominium. The Developer hereby establishes, dedicates and conveys to the Pine Creek Ridge Conservancy and/or the Township conservation easements on, over and under the Open Space Areas. There shall exist easements for pedestrian access by all Co-owners to the Open Space Areas over the natural pedestrian trails depicted on the Condominium Subdivision Plan. The cost of maintenance and/or restoration of the Open Space Areas shall be borne by the Association, as provided in Article III, Section 3 hereof; provided, that in the event that the Association fails to provide adequate maintenance or restoration of the Open Space Areas or the Township determines all or any portion of the Open Space Areas to be a public nuisance, the Township may serve written notice of such failure or such determination upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance or restoration or condition of nuisance be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair or replacement and the costs thereof, plus an administrative fee to be determined by the Township not to exceed twenty-five (25%) of such costs, may be assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll.

Section 11. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises, including any Unit, Limited Common Element and/or General Common Element, for utility purposes, access 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, Construction and Sales Period has not expired.

Section 12. Easements for Maintenance, Repair and Replacement. The Association and all public and private utilities 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. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to any Common Elements located within any Unit or its appurtenant Limited Common Elements. The Association shall not be liable to the owner of any Unit or to any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. The failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibility required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his installment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of annual

assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of annual assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article II of the Bylaws and the Act.

Section 13. Telecommunications Agreements and Security. The Association, acting through its duly constituted Board of Directors, and subject to the Developer's approval during the Development, Construction 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, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees and agreement for the provision of security services as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multi-channel multi-point distribution service and similar services (collectively, "Telecommunications") to the Condominium or any Unit therein, and for security services to the extent the Board deems it necessary. Notwithstanding, the Board of Directors shall not 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. All sums paid by any Telecommunications or any 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 within the meaning of the Act and shall be paid over to and be the property of the Developer during the Development, Construction and Sales Period and, thereafter, the Association.

Section 14. Easements for Entrance Structures, Improvements and Landscaping. The Developer hereby reserves to itself and the Association easements, as depicted on the Condominium Subdivision Plan, to install, in the Developer's sole discretion, and maintain walls, structures, improvements and/or landscaping which evidence an entrance to the Condominium and/or other residential communities located in the area which has been designated "Pine Creek Ridge". The Association, as a cost of administration, shall maintain and replace any such entrance structure, improvement or landscaping as is installed in such easement area.

Section 15. Shared Amenities Easements. The Developer currently expects, and hereby reserves the right, to enter into an agreement with the Lake Villas at Pine Creek Ridge Condominium Association, a Michigan nonprofit corporation, and/or the Pine Creek Ridge Homeowners Association, a Michigan nonprofit corporation, whereby each Co-owner and/or resident of a Unit in Pine Creek Bluffs Condominium shall have the right, which shall be appurtenant to his/her Unit and not personal to the Co-owner or resident, to utilize and enjoy certain common facilities and amenities located within Lake Villas at Pine Creek Condominium and/or Pine Creek Ridge Subdivisions Nos. 1-6, both inclusive, upon the terms and subject to the terms and conditions of one or more agreements to which the associations of owners of those developments are a party including, but without limitation: (a) the obligation of the Co-owners of this Condominium, or in the alternative the Association, to bear a proportion of the costs to operate, insure, decorate, maintain, repair and replace certain shared common facilities and amenities from time to time; and (b) the right of a Co-owner, owner or resident in those other developments to utilize and enjoy common facilities and amenities located in this Condominium upon like terms and conditions. In the event such agreement shall be made, the Developer shall cause it to be recorded in the office of the Livingston County Register of Deeds.

Section 16. Easements for Future Sewer Connection and Grinder Pump. The Developer does hereby grant and convey to the Township easements over, under and across all Units for the construction, maintenance, repair, replacement, alteration, inspection, operation and testing of sanitary sewer leads and grinder pump stations (if any) located thereon. The easements shall extend seven and one-half (7.5) feet on each side of the center of the sanitary sewer leads, as same are hereafter constructed upon each Unit.

Section 17. Sharing of Expenses. For purposes of this Article X, the calculation of any fraction for the sharing of pertinent expenses according to the number of dwelling Units in this Condominium and the number of dwellings in the Area of Future Development described in Article VII above and the number of dwellings in the Contractible Area described in Article VIII above shall include only those Units for which a certificate of occupancy has been issued by the Township.

ARTICLE XI
AMENDMENT

Section 1. By Co-owners. This Master Deed, the Bylaws and/or the Condominium Subdivision Plan may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of all Co-owners entitled to vote, except as hereinafter set forth:

A. Modification of Units or Common Elements. Neither the dimensions of any Unit, nor the nature or extent of any Limited Common Elements appurtenant to the Unit, nor the ability or terms upon which the Co-owner may rent the Unit, may be modified without the written consent of the Co-owner of that Unit.

B. Change in Method or Formula Used to Determine Percentage of Value. The method or formula used to determine the percentage of value assigned to any Unit for other than voting purposes shall not be modified without the written consent of the Co-owner and first mortgagee of that Unit.

C. Termination, Vacation, Revocation and Abandonment. The Condominium may be terminated, vacated, revoked or abandoned by eighty percent (80%) of the non-Developer Co-owners with, during the Development, Construction and Sales Period, the Developer's consent.

D. Developer Consent. During the Development, Construction and Sales Period, Article V, Article VI, Article VII, Article VIII, Article IX, Article X and this Article XI shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed, nor shall the Condominium be terminated, vacated, revoked or abandoned, without the written consent of the Developer. During the time period referenced in the preceding sentence, no other portion of this Master Deed, the Bylaws or the Condominium Subdivision Plan may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer together with the requisite number of affirmative votes. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied by the Developer without the consent of each Co-owner benefited thereby.

Section 2. By Developer. Prior to one (1) year after expiration of the Development, Construction and Sales Period, the Developer may, without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed, the Bylaws and/or the Condominium Subdivision Plan in order to correct survey or other errors made in such Condominium Documents and make such other amendments to such instruments as do not materially affect any of the rights of a Co-owner. An amendment which does not materially affect any rights of a Co-owner or mortgagee shall include, but is not limited to, amendments to facilitate conventional mortgage loan financing for existing or prospective Co-owners or to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or of the State of Michigan and to comply with amendments to the Act. An amendment that does not materially affect the rights of a Co-owner or mortgagee does not include an amendment described in Section 1, Paragraphs A-C, inclusive, of this Article.

Section 3. Mortgagee Approval Requirement. Notwithstanding any other provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents, but only when expressly required by the Act. If mortgagee approval of a proposed amendment to the Master Deed and/or Condominium Subdivision Plan is required by the Act, the amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of Units entitled to vote thereon with each mortgagee to have one (1) vote for each mortgage held. Mortgagees are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.

ARTICLE XII
ASSIGNMENT AND COMPLIANCE

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded with the Livingston County Register of Deeds. In the event that any provision of this Master Deed conflicts with any provision of the Bylaws and Condominium Subdivision Plan, the provisions of the Master Deed shall govern.

RIVER PLACE/ABBEY LIMITED PARTNERSHIP
a Michigan Limited Partnership

By: _____
Peter K. Burton, General Partner

By: _____
Robert M. Katzman, General Partner

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 31st day of July, 2003, the foregoing Master Deed was acknowledged before me by Peter K. Burton and Robert M. Katzman, the General Partners of River Place/Abbey Limited Partnership, a Michigan Limited Partnership, on behalf of said Partnership.

S.A. DOUGLAS
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Sep 13, 2004

_____

Notary Public, WAYNE County, Michigan
ACTING IN OAKLAND COUNTY
My Commission Expires:
9.13.04

Master Deed Drafted by and When Recorded Return To:

DAVID S. KEAST, ESQ. (P24418)
MEISNER & ASSOCIATES, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506
(248) 644-4433

STATEMENT OF TOWNSHIP OF HAMBURG

HAMBURG TOWNSHIP, a Michigan general township, has reviewed the foregoing proposed Master Deed of Pine Creek Bluffs Condominium for the purpose of evaluating compliance with site plan and all other applicable municipal approvals and ordinances. The Township has no objection to the Developer recording the proposed Master Deed of Pine Creek Bluffs Condominium in the office of the Livingston County Register of Deeds in order to establish Pine Creek Bluffs Condominium as a Condominium Project under the Condominium Act, being Act 59 of the Public Acts of Michigan, as amended, nor to the Developer submitting to the Condominium Project, upon the terms and conditions contained in said Master Deed, the real property described therein.

HAMBURG TOWNSHIP
a Michigan General Township

By: _____
Patrick Hagman
Its: Administrator of Planning and Zoning

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing was acknowledged before me on July 31, 2003, by Patrick Hagman, the Administrator of Planning and Zoning for Hamburg Township, a Michigan General Township, on its behalf.

Linda E. Hartman

Notary Public, Livingston County, Michigan
My Commission Expires: January 10, 2006

LINDA E. HARTMAN
Notary Public, Livingston County, MI
My Commission Expires Jan. 10, 2006

2006 JAN 25 A 8:18

SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48843

COPY

SECOND AMENDMENT TO MASTER DEED

PINE CREEK BLUFFS CONDOMINIUM

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 284

This Second Amendment to Master Deed is made this 19TH day of January, 2006, by RIVER PLACE / ABBEY LIMITED PARTNERSHIP, a Michigan limited partnership (herein "Developer"), whose address is 30100 Telegraph Road, Suite 366, Bingham Farms, Michigan 48025.

WITNESSETH:

WHEREAS, the Developer established Pine Creek Bluffs Condominium, Livingston County Condominium Subdivision Plan No. 284, as a residential site condominium under Act 59 of the Michigan Public Acts of 1978, as amended (the "Condominium Act") by recording its Master Deed in Liber 4096, Page 0371, Livingston County Records (the "Initial Master Deed");

WHEREAS, the Developer subsequently amended the Initial Master Deed by recording that certain First Amendment to Master Deed, including the Amendment No. 1 to Livingston County Condominium Subdivision Plan No. 284 attached thereto as Exhibit "A", in Liber 4481, Page 0397, Livingston County Records. The Initial Master Deed, as so amended, is herein referred to as the "Master Deed";

WHEREAS, in furtherance of the right which the Developer has reserved in Article XI, Section 2 of the Master Deed the right to correct errors and make such other amendments to the Condominium Documents as will not materially affect the rights of any Co-owner, the Developer now wishes to correct errors in and language and clarify the provisions of Article VI, Section 3.E.6. of the Bylaws (Exhibit "A" to the Master Deed) with respect to the architectural nature and attributes of chimneys on dwellings constructed on the Units; and,

NOW, THEREFORE, effective upon the recording of this Second Amendment to Master Deed, the Developer hereby again amends the Master Deed as follows:

1. The foregoing recital of facts is specifically incorporated herein.

2. Article VI, Section 3.E.6. of the Bylaws, being Exhibit "A" to the Master Deed, as amended, is deleted and the following amended and restated provision substituted in its place and stead:

"6. CHIMNEYS. Each chimney must exhaust above the peak of the roof section through which or abutting which such chimney is installed (as applicable), as determined by the Architectural Control Committee. Each chimney chase located on the front, side or rear of a dwelling shall be of masonry exterior

construction its entire height to the foundation / footing. Each chimney shall have flues lined through the entire height with standard clay lining or other fire resistant material. Pre-fabricated fireplaces are allowed, provided that the pre-fabricated metal flue pipes that exit the dwelling through the roof are not visible and are concealed in a chase that has an approved masonry exterior finish. If the manufacturer requires a metal chimney chase flashing cap and a metal flue pipe termination, the exposed metal must be flat black in color. Horizontal venting of a direct vent fireplace through an exterior wall is permitted provided that the exterior termination of the unit venting penetrates a rear or side wall of the dwelling, is not visible from the street and is painted the same color as the adjacent exterior wall in order to be as unobtrusive as possible. All exterior fireplace chases, finishes and terminations are subject to review by the Architectural Control Committee."

3. Except as amended hereby, the Master Deed as originally constituted, including the Bylaws, being Exhibit "A" thereto, and the Condominium Subdivision Plan, being Exhibit "B" thereto, remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Second Amendment to Master Deed to be executed as of the day and year first above written.

RIVER PLACE / ABBEY LIMITED PARTNERSHIP
a Michigan limited partnership

By: _____
Peter K. Burton, General Partner

And

By: _____
Robert M. Katzman, General Partner

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 19TH day of January, 2006, the foregoing Second Amendment to Master Deed was acknowledged before me by Peter K. Burton and Robert M. Katzman, each a General Partner of RIVER PLACE/ABBEY LIMITED PARTNERSHIP, a Michigan limited partnership, on behalf of the partnership.

_____
Notary Public
_____ County, Michigan
My commission expires: _____

SECOND AMENDMENT TO MASTER DEED
DRAFTED BY AND WHEN RECORDED RETURN TO:
David S. Keast, Esq.
Meisner & Associates, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506

S. A. DOUGLAS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Sep. 13, 2010
Acting in the County of OAKLAND

File

BARRIS, SOTT, DENN & DRIKER, P.L.L.C.

A PROFESSIONAL LIMITED LIABILITY COMPANY

ATTORNEYS AND COUNSELORS

211 WEST FORT STREET

FIFTEENTH FLOOR

DETROIT, MICHIGAN 48226-3281

(313) 965-9725

TELECOPIER (313) 965-2493

TELECOPIER (313) 965-5398

DONALD E. BARRIS
EUGENE DRIKER
WILLIAM G. BARRIS
SHARON M. WOODS
STEPHEN E. GLAZEK
ROBERT E. KASS
DANIEL M. SHARE
MORLEY WITUS
JAMES S. FONTICHIARO
ROBERT E. EPSTEIN
DANIEL J. LACOMBE
C. DAVID BARGAMIAN
TODD R. MENDEL
DENNIS M. BARNES
THOMAS F. CAVALIER
MICHAEL J. REYNOLDS
ERIC S. ROSENTHAL

ELIZABETH A. CARRIE
LAURA C. RAGOLD
GEANEEN M. WASHINGTON
KATHRYN A. VIVIANO
KEVIN KALCZYNSKI
MATTHEW R. MILLIKIN
ERICA L. FITZGERALD
JOSH J. MOSS
ERIC M. KOCIBA
MELONIE L. McKENZIE
DOUGLAS W. STEIN

HERBERT SOTT
DAVID L. DENN
ELAINE FIELDMAN
LEON COHAN
OF COUNSEL

AUG 12 2004

August 9, 2004

DIRECT DIAL: (313) 596-9331
DIRECT FAX: (313) 983-3365
E-MAIL: lragold@bsdd.com

Laurence R. Goss
Burton Katzman
30100 Telegraph Road
Suite 366
Bingham Farms, MI 48025

RE: River Place/Abbey Limited Partnership

Dear Larry:

Enclosed is a copy of the First Amendment to Master Deed for Pine Creek Bluffs Condominium recorded on June 14, in Liber 4481, Pages 0397 to 0403, Livingston County Records.

We have retained the original for our file.

If you have any questions, please feel free to call.

Sincerely,

BARRIS, SOTT, DENN & DRIKER, P.L.L.C.

Laura C. Ragold

Laura C. Ragold

LCR/kag
Enclosure

g:\docsopen\lragold\r-let\0276726.01

RECORDED

2004 JUN 14 A 9:39

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

2814

PINE CREEK BLUFFS CONDOMINIUM

FIRST AMENDMENT TO MASTER DEED

LIVINGSTON COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 284

BAERS

This First Amendment to Master Deed is made this 30th day of April, 2004, by RIVER PLACE/ABBEY LIMITED PARTNERSHIP, a Michigan limited partnership (hereinafter referred to as "Developer"), whose post office address is 30100 Telegraph Road, Suite 366, Bingham Farms, Michigan 48025.

W I T N E S S E T H:

WHEREAS, Developer established Pine Creek Bluffs Condominium, Livingston County Condominium Subdivision Plan No. 284, as a residential site condominium development under the Condominium Act, being Act 59 of the Michigan Public Acts of 1978, as amended (the "Condominium") by recording its Master Deed in Liber 4096, Page 0371, Livingston County Records (the "Master Deed"); and

WHEREAS, the Developer reserved in Article V, Section 3 of the Master Deed the right to revise or amend the size, location, nature, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in the Condominium Subdivision Plan in Developer's sole discretion by amendment to the Master Deed effected solely by the Developer or its successors without the consent of any other person so long as such modification does not unreasonably impair or diminish the appearance of the Condominium; and

WHEREAS, the Developer declared in Article VI, Section 1 of the Master Deed that all unsold Units in the Condominium, together with the General Common Element lands located immediately adjacent thereto, constituted convertible areas as to which the Developer reserved the right to make reasonable changes to, and either increase or decrease the size of, the unsold Units and adjacent Common Element lands within a time period which will expire six (6) years after the date of the recording of the Master Deed; and

WHEREAS, in Article X, Section 8 of said Master Deed, the Developer reserved, among other things, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the Condominium Premises, including but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems and storm and sanitary sewer mains; and

WHEREAS, in Article X, Section 9 of the Master Deed, Developer further reserved, among other things, the right to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies; and

WHEREAS, in Article XI, Section 2 of the Master Deed, Developer reserved, among other things, the right to amend the Master Deed to make amendments to the Master Deed to make amendments to the Master Deed and any exhibit thereto as do not materially affect any of the rights of any Co-owners; and

WHEREAS, the Developer has determined that it is necessary to grant a twelve (12') foot wide private easement for public utilities across certain portions of Unit 4 and Unit 5 which will service the Condominium to account for the fact that the franchise utilities have re-routed their utility lines; and

WHEREAS, Developer has further determined that the portion of the Unit 4 land upon which the Developer has installed a monument entranceway wall, sign and related landscaping should instead constitute a General Common Element of the Condominium, thereby requiring that the boundary line of Unit 4 be revised.

NOW, THEREFORE, the Developer does hereby amend the Master Deed as follows:

1. The foregoing recital of facts is specifically incorporated herein.

2. The monument entranceway wall, sign and related landscaping installed and located at the northeast corner of the intersection of Wyndam Lane and Hamburg Road, including that portion of the land and air space constituting Unit 4, as originally constituted, which underlies and surrounds the same, as shown on Amendment No. 1 to the Condominium Subdivision Plan, which is attached hereto and designated Exhibit "A", shall constitute General Common Elements within the meaning of the descriptions in Article IV, Sections 1(a), (b) and (c). Unit 4, as originally constituted, is hereby modified so as to convert to General Common Element open space land and air space that portion of Unit 4, which is designated and depicted as General Common Element open space on Amendment No. 1. The Association shall be responsible for the maintenance, decoration, repair and replacement thereof, as provided in Article IV, Section 3(a) and in Article X, Section 14 of the Master Deed.

3. Pursuant to the right reserved to it pursuant to Article X, Section 9 of the Master Deed, Developer hereby grants and conveys a perpetual, non-exclusive twelve (12') foot wide easement over, under and across the areas shown on Unit 4 and Unit 5 for public utility purposes.

4. Amended Sheets 1, 8, 20 and 28 of Amendment No. 1 to the Condominium Subdivision Plan of Pine Creek Bluffs Condominium, being Exhibit "A" attached hereto, upon recordation of this Amendment to Master Deed in the office of the Livingston County Register of Deeds, shall replace and supersede the

correspondingly numbered sheets of, the Condominium Subdivision Plan of Pine Creek Bluffs Condominium, as originally recorded, and the aforedescribed originally recorded Sheets shall be of no further force or effect.

5. Except as amended hereby, the Master Deed as originally constituted, including the Bylaws, being Exhibit "A" thereto, and the Condominium Subdivision Plan, being Exhibit "B" thereto, remain unmodified and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this First Amendment to Master Deed to be executed the day and year first above written.

RIVER PLACE/ABBEY LIMITED PARTNERSHIP, a Michigan limited partnership

BY: _____
Peter K. Burton
Its: General Partner

and BY: _____
Robert M. Katzman
Its: General Partner

STATE OF MICHIGAN)
) ss.
COUNTY OF)

On this 30th day of April, 2004, the foregoing First Amendment to Master Deed was acknowledged before me by Peter K. Burton and Robert M. Katzman, each a General Partner of RIVER PLACE/ABBEY LIMITED PARTNERSHIP, a Michigan limited partnership, on behalf of the partnership.

_____
Notary Public S. A. DOUGLAS
County, Michigan
My commission expires: 9.13.04
ACTING IN OAKLAND COUNTY

S. A. DOUGLAS
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Sep 13, 2004

FIRST AMENDMENT TO MASTER DEED DRAFTED BY AND WHEN RECORDED RETURN TO:

Laura C. Ragold, Esq.
Barris, Sott, Denn & Driker, P.L.L.C.
211 W. Fort Street, Suite 1500
Detroit, Michigan 48226-3281

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REPLAT NO. 1

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 284

EXHIBIT "B" TO THE MASTER DEED OF

PINE CREEK BLUFFS CONDOMINIUM

SITE CONDOMINIUM

HAMBURG TOWNSHIP

LIVINGSTON COUNTY, MICHIGAN

DEVELOPER

RIVER PLACE/ABBEY
A LIMITED PARTNERSHIP
30100 TELEGRAPH ROAD, SUITE 366
BINGHAM FARMS, MICHIGAN 48025

ENGINEERS & SURVEYORS

GIFFELS-WEBSTER ENGINEERS, INC.
2871 BOND STREET
ROCHESTER HILLS, MICHIGAN 48309-3515

LEGAL DESCRIPTION PARCEL "A"

A PART OF THE NORTH 1/2 OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 1; THENCE N.88°15'24"E., 38.47 FEET ALONG THE NORTH LINE OF SAID SECTION 1 TO THE SOUTHWEST CORNER OF SECTION 36, T-2-N., R-5-E., GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, SAID LINE ALSO BEING THE SOUTH LINE OF SAID SECTION 36; THENCE CONTINUING ALONG A LINE COMMON WITH SAID SECTION 1 AND 36, N.88°15'27"E., 11.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE AND IN PART ALONG THE SOUTH LINE OF "PINE CREEK RIDGE SUBDIVISION NO. 6" AS RECORDED IN LIBER 38, PAGE 15 THROUGH 23 OF PLATS, LIVINGSTON COUNTY RECORDS, N.88°15'27"E., 809.11 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF WYNDAM LANE (66 FEET WIDE) AS RECORDED IN LIBER 2893, PAGE 254, LIVINGSTON COUNTY RECORDS; THENCE THE FOLLOWING TWELVE COURSES BEING ALONG THE WESTERLY, SOUTHERLY AND EASTERLY RIGHT OF WAY LINE OF SAID WYNDAM LANE: (1) ALONG A CURVE TO THE LEFT 512.44 FEET, SAID CURVE HAVING A RADIUS OF 483.58 FEET, A CENTRAL ANGLE OF 60°42'55" AND A LONG CHORD BEARING OF S.30°22'20"E., 488.80 FEET; AND (2) S.60°43'47"E., 46.57 FEET; AND (3) ALONG A CURVE TO THE LEFT 566.56 FEET, SAID CURVE HAVING A RADIUS OF 383.00 FEET, A CENTRAL ANGLE OF 84°46'13" AND A LONG CHORD BEARING OF N.76°53'06"E., 516.37 FEET; AND (4) N.34°30'00"E., 249.45 FEET; AND (5) ALONG A CURVE TO THE RIGHT 344.34 FEET, SAID CURVE HAVING A RADIUS OF 367.00 FEET, A CENTRAL ANGLE OF 53°45'27", AND A LONG CHORD BEARING OF N.61°22'43"E., 331.84 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 1; AND (6) N.88°15'27"E., 593.80 FEET TO THE NORTH 1/4 CORNER OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP; AND (7) N.88°15'27"E., 13.70 FEET TO THE SOUTH 1/4 CORNER OF SECTION 36, T-2-N., R-5-E., GENOA TOWNSHIP; AND (8) N.87°49'45"E., 157.85 FEET; (9) ALONG A CURVE TO THE RIGHT 218.45 FEET, SAID CURVE HAVING A RADIUS OF 567.00 FEET, A CENTRAL ANGLE OF 22°04'27" AND A LONG CHORD BEARING OF S.81°08'02"E., 217.10 FEET; AND (10) ALONG A CURVE TO THE RIGHT 296.73 FEET, SAID CURVE HAVING A RADIUS OF 252.00 FEET, A CENTRAL ANGLE OF 67°28'00" AND A LONG CHORD BEARING OF S.36°21'47"E., 279.89 FEET; AND (11) S.02°37'48"E., 204.20 FEET; AND (12) ALONG A CURVE TO THE RIGHT 47.27 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°16'49" AND A LONG CHORD BEARING OF S.42°29'58"W., 42.53 FEET TO A POINT ON THE NORTH LINE OF HAMBURG ROAD (66 FEET WIDE); THENCE THE FOLLOWING THREE COURSES BEING ALONG SAID LINE: (1) S.87°22'12"W., 373.86 FEET; AND (2) ALONG A CURVE TO THE LEFT 273.15 FEET, SAID CURVE HAVING A RADIUS OF 174.90 FEET, A CENTRAL ANGLE OF 89°29'00" AND A LONG CHORD BEARING OF S.42°37'43"W., 246.23 FEET; AND (3) S.02°06'47"E., 519.47 FEET; THENCE S.42°53'13"W., 176.78 FEET; THENCE S.87°53'14"W., 275.75 FEET; THENCE N.67°20'00"W., 131.59 FEET; THENCE S.46°33'29"W., 236.06 FEET; THENCE S.10°59'14"W., 292.27 FEET; THENCE S.55°21'20"W., 116.68 FEET; THENCE S.87°10'38"W., 435.00 FEET; THENCE N.58°12'54"W., 167.28 FEET; THENCE N.02°52'23"W., 110.00 FEET; THENCE S.87°10'38"W., 1135.00 FEET TO THE EAST LINE OF BAUER ROAD (50 FEET 1/2 WIDTH); THENCE ALONG SAID EAST LINE N.02°52'23"W., 1611.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 90.813 ACRES.

LEGAL DESCRIPTION PARCEL "B"

A PART OF THE NORTHWEST 1/4 OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 1; THENCE S. 88° 15' 27" W., 823.58 FEET ALONG THE NORTH LINE OF SAID SECTION 1, SAID LINE ALSO BEING THE SOUTH LINE OF SECTION 36, T-2-N., R-5-E., GENOA TOWNSHIP, AND THE SOUTH LINE OF "PINE CREEK RIDGE SUBDIVISION NO.6", AS RECORDED IN LIBER 38, PAGES 15 THROUGH 23 OF PLATS, LIVINGSTON COUNTY RECORDS, TO THE POINT OF BEGINNING SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF WYNDAM LANE (66 FEET WIDE) DEDICATED RIGHT OF WAY AS RECORDED IN LIBER 2893, PAGE 254, LIVINGSTON COUNTY RECORDS: THENCE THE FOLLOWING FIVE COURSES BEING ALONG SAID LINE; (1) ALONG A CURVE TO THE LEFT 164.04 FEET, SAID CURVE HAVING A RADIUS OF 433.00 FEET, A CENTRAL ANGLE OF 21°42'23" AND A LONG CHORD BEARING OF S.45°21'11"W., 163.06 FEET; AND (2) S.34°30'00"W., 249.45 FEET; AND (3) ALONG A CURVE TO THE RIGHT 469.01 FEET, SAID CURVE HAVING A RADIUS OF 317.00 FEET, A CENTRAL ANGLE OF 84°46'13" AND A LONG CHORD BEARING OF S.76°53'06"W., 427.39 FEET; AND (4) N.60°43'47"W., 46.57 FEET; AND (5) ALONG A CURVE TO THE RIGHT 444.49 FEET, SAID CURVE HAVING A RADIUS OF 417.58 FEET, A CENTRAL ANGLE OF 60°59'19", AND A LONG CHORD BEARING OF N.30°14'08"W., 423.80 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE N.88°15'27"E., 928.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 6.412 ACRES.

LEGAL DESCRIPTION PARCEL "C"

A PART OF THE NORTHEAST 1/4 OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 1; THENCE N.88°15'27"E., 13.70 FEET ALONG THE NORTH LINE OF SAID SECTION 1 SAID LINE ALSO BEING THE SOUTH LINE OF "PINE CREEK RIDGE SUBDIVISION NO.6", AS RECORDED IN LIBER 38, PAGE 15 THROUGH 23 OF PLATS, LIVINGSTON COUNTY RECORDS, TO THE SOUTH 1/4 CORNER OF SECTION 36, T-2-N., R-5-E., GENOA TOWNSHIP; THENCE CONTINUING ALONG A LINE COMMON WITH SAID SECTION 1 AND 36 N.87°49'45"E., 439.13 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WYNDAM LANE (66 FEET WIDE) A DEDICATED RIGHT OF WAY AS RECORDED IN LIBER 2893, PAGE 254, LIVINGSTON COUNTY RECORDS; THENCE CONTINUING ALONG SAID LINE N.87°49'45"E., 295.83 FEET, TO TRAVERSE POINT "A"; THENCE CONTINUING N.87°49'45"E., 75 FEET MORE OR LESS, TO THE WESTERLY WATER'S EDGE OF BRIGHTON LAKE; THENCE SOUTHERLY AND EASTERLY ALONG SAID SOUTHERLY WATER'S EDGE 880 FEET, MORE OR LESS, TO A POINT ON THE LINE COMMON TO SAID SECTIONS 1 AND 36, SAID POINT ALSO BEING ON THE SOUTH LINE OF HOWELL'S BRIGHTON BEACH SUBDIVISION NO.1" AS RECORDED IN LIBER 3, PAGE 26 OF PLATS, LIVINGSTON COUNTY RECORDS; THENCE N.87°49'45"E., 20 FEET MORE OR LESS ALONG SAID LINE TO TRAVERSE POINT "B", SAID BRIGHTON LAKE BEING TRAVERSED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE; BEGINNING AT THE ABOVE MENTIONED TRAVERSE POINT "A"; THENCE S.37°32'53"E., 333.25 FEET; THENCE S.74°08'09"E., 126.47 FEET; THENCE N.87°27'19"E., 120.00 FEET; THENCE N.68°21'04"E., 169.25 FEET; THENCE N.28°34'27"E., 295.13 FEET TO THE END OF THE TRAVERSE LINE AT THE ABOVE MENTIONED TRAVERSE POINT "B" BEING ON THE SOUTH LINE OF SAID "HOWELL'S BRIGHTON BEACH SUBDIVISION NO.1", THENCE CONTINUING N.87°49'45"E., 95.27 FEET ALONG SAID SOUTH LINE TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF HAMBURG ROAD (66 FEET WIDTH); THENCE THE FOLLOWING FIVE COURSES BEING ALONG SAID LINE (1) ALONG A CURVE TO THE LEFT 165.22 FEET, SAID CURVE HAVING A RADIUS OF 244.72 FEET, A CENTRAL ANGLE OF 38°40'54" AND A LONG CHORD BEARING OF S.38°23'26"W., 162.10 FEET; AND (2) S.19°00'51"W., 211.30 FEET; AND (3) ALONG A CURVE TO THE RIGHT 340.58 FEET, SAID CURVE HAVING A RADIUS OF 285.47 FEET, A CENTRAL ANGLE OF 68°21'21" AND A LONG CHORD BEARING OF S.53°11'32"W., 320.73 FEET; AND (4) S.87°22'12"W., 469.13 FEET; AND (5) ALONG A CURVE TO THE RIGHT 47.12 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A LONG CHORD BEARING OF N.47°37'48"W., 42.43 FEET TO A POINT ON THE EAST LINE OF WYNDAM LANE (VARIABLE WIDTH); THENCE THE FOLLOWING TWO COURSES BEING ALONG SAID EAST RIGHT OF WAY LINE: (1) N.02°37'48"W., 169.51 FEET; AND (2) ALONG A CURVE TO THE LEFT 379.14 FEET, SAID CURVE HAVING A RADIUS OF 348.00 FEET, A CENTRAL ANGLE OF 62°25'23" AND LONG CHORD BEARING OF N.33°50'30"W., 360.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.88 ACRES MORE OR LESS WHICH INCLUDES 1.2 ACRES MORE OR LESS BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE OF BRIGHTON LAKE.

SUBJECT TO THE RIPARIAN RIGHTS OF PUBLIC IN BRIGHTON LAKE.

LEGAL DESCRIPTION "AREA OF FUTURE DEVELOPMENT"

A PART OF THE NORTHWEST 1/4 OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 1; THENCE S.02°06'47"E., 1204.83 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 1; THENCE S.87°53'13"W., 33.00 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF HAMBURG ROAD (66 FEET WIDE); THENCE S.02°06'47"E., 952.50 FEET ALONG SAID WEST RIGHT OF WAY LINE OF HAMBURG ROAD; THENCE S.87°10'38"W., 857.00 FEET; THENCE N.02°52'23"W., 390.00 FEET; THENCE N.55°21'20"E., 116.68 FEET; THENCE N.10°59'14"E., 292.27 FEET; THENCE N.46°33'29"E., 236.06 FEET; THENCE S.67°20'00"E., 131.59 FEET; THENCE N.87°53'14"E., 275.75 FEET; THENCE N. 42°53'13"E., 176.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.311 ACRES.

ATTENTION: REGISTER OF DEEDS
THE ASTERISK(*) INDICATES AMENDED OR NEW SHEETS WHICH ARE DATED 3-22-04. THESE SHEETS ARE TO REPLACE SHEETS PREVIOUSLY RECORDED.

SHEET INDEX

*1	COVER SHEET
2	SURVEY PLAN
3	KEY PLAN
4	SITE/UNIT PLAN
5	SITE/UNIT PLAN
6	SITE/UNIT PLAN
7	SITE/UNIT PLAN
*8	SITE/UNIT PLAN
9	SITE/UNIT PLAN
10	SITE/UNIT PLAN
11	SITE/UNIT PLAN
12	SITE/UNIT PLAN
13	SITE/UNIT PLAN
14	SITE/UNIT PLAN
15	SITE/UNIT PLAN
16	UTILITY PLAN
17	UTILITY PLAN
18	UTILITY PLAN
19	UTILITY PLAN
*20	UTILITY PLAN
21	UTILITY PLAN
22	UTILITY PLAN
23	UTILITY PLAN
24	UTILITY PLAN
25	UTILITY PLAN
26	UTILITY PLAN
27	UTILITY PLAN
*28	COORDINATE INFORMATION SHEET

PROPOSED 3-22-04

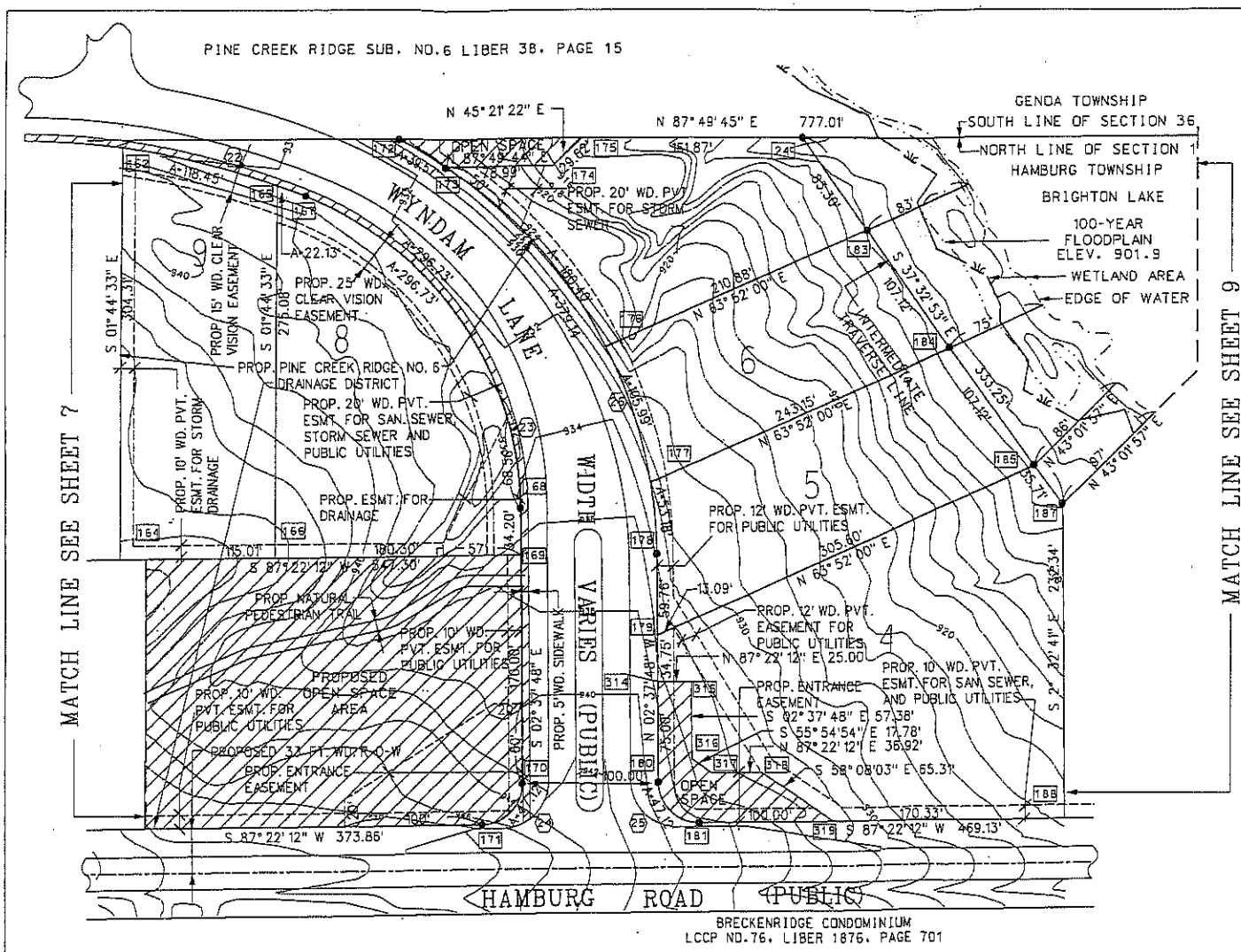
ISSUE: DATE:

72 HOURS BEFORE YOU DIG CALL MISS DIG 800-482-7171

PRINCIPAL:
PROJ. MNGR:
DESIGN:
DRAWN:
IND. REVIEW:
SECTION: 36
T- 1-N.,R- 5-E.

Giffels-Webster Engineers, Inc.
ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
2871 BOND STREET ROCHESTER HILLS, MI 48309
(248) 852-3100

DATE:
SCALE: NONE
SHEET: 1 OF 28
JOB: 12490.05



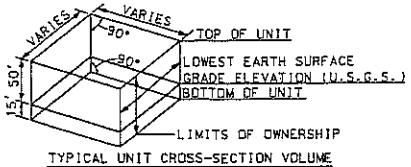
NOTES:

1. UNITS 8-20, 28-37, 44-72 AND 78-88 ARE LOCATED WITHIN THE PINE CREEK RIDGE SUBDIVISION NO. 6 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE X OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.
2. ALL UN-SOLD UNITS AND THE COMMON ELEMENTS ARE TO BE CONSIDERED CONVERTIBLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.
3. UNITS 16-53, 62-68, AND 73-77 AND LAND UNDERLYING AND SURROUNDING UNITS, UTILITIES, AND/OR ROADWAYS WHICH ARE NOT NEEDED TO SERVICE THE REMAINING UNITS AND AREA OF FUTURE DEVELOPMENT ARE TO BE CONSIDERED CONTRACTIBLE AREAS AND NEED NOT BE BUILT.
4. A DRIVEWAY APPROACH TO HAMBURG ROAD SHALL BE SHARED BETWEEN UNITS 1 AND 2 OR UNITS 2 AND 3. THE APPROACH SHALL BE LOCATED ALONG THE COMMON UNIT BOUNDARY LINE. A MUTUAL DRIVEWAY EASEMENT WILL EXIST BETWEEN THE UNITS AND WILL BE SHOWN ON THE AS-BUILT DRAWINGS.
5. UNITS 16-19, 32-35, 55, 56, 77, 78, 80, 82 AND 83 WHICH CONTAIN "EASEMENT OR FILL" AREAS SHALL INCLUDE AN EASEMENT FOR SURFACE DRAINAGE FROM ADJACENT PORTIONS OF THE CONDOMINIUM AND, WHERE APPLICABLE, AN EASEMENT FOR NATURAL STORM WATER RETENTION UP TO THE SPILLOVER ELEVATION ON THE LOW PORTION WHICH REMAINS AFTER THE CONSTRUCTION OF A DWELLING UPON AND THE FINAL GRADING OF THE UNIT.

LEGEND

- GENERAL COMMON ELEMENT
- 70 UNIT NUMBER
- 12 COORDINATE NUMBER
- (24) CURVE NUMBER
- B.M. BENCH MARK
- ● CONCRETE MONUMENT
- ○ SET IRON
- A ARC DISTANCE
- 880 GROUND CONTOUR /ELEVATION
- WETLAND BOUNDARY
- 100YR FLOODPLAIN

N



TYPICAL UNIT CROSS-SECTION VOLUME

UNIT NO.	SQUARE FEET	FIRST FLOOR ELEVATION
4	58.801	932.00
5	36.403	932.00
6	31.664	932.00
7	31.883	927.00
8	37.637	938.00
9	33.558	942.00

CURVE DATA

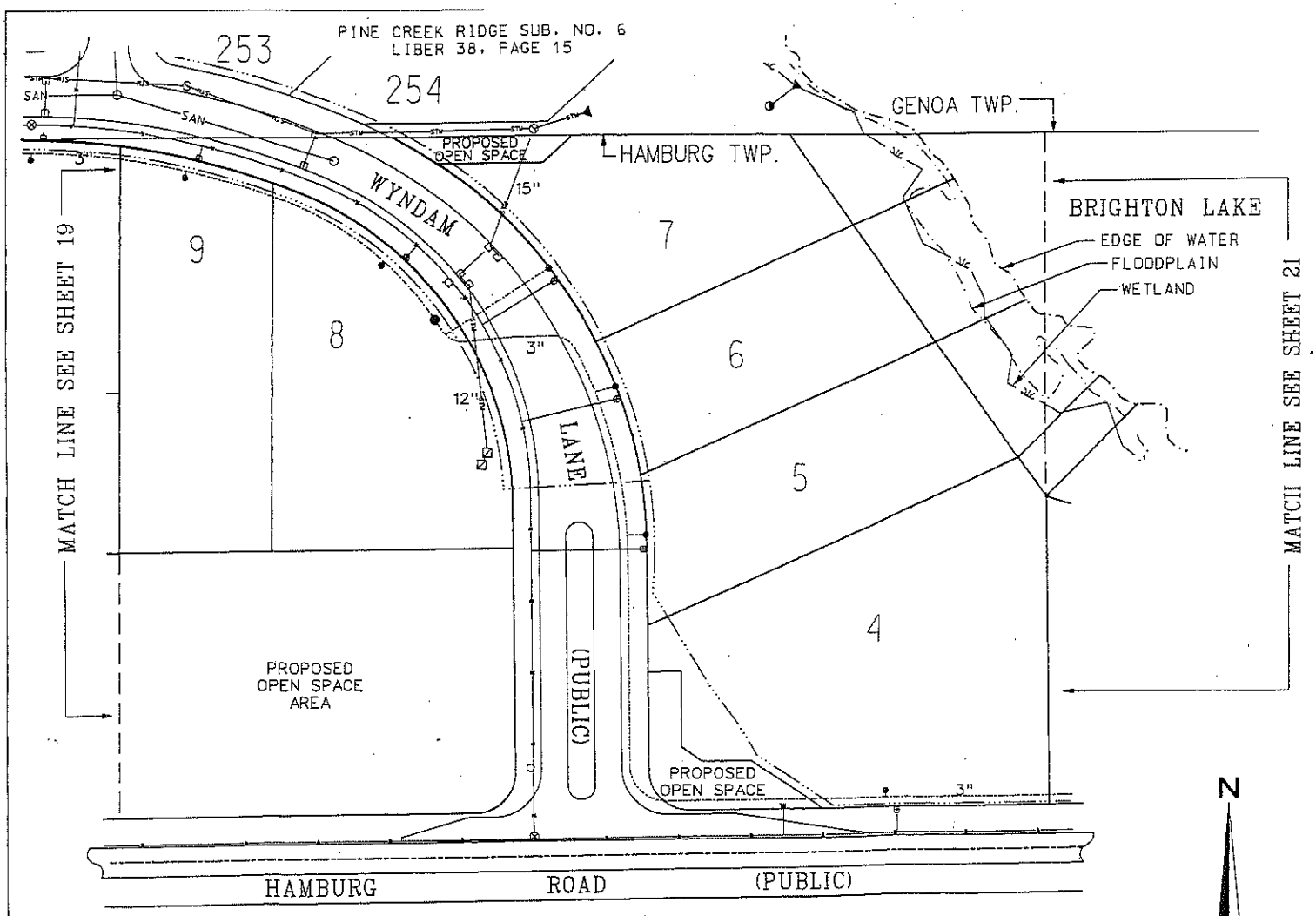
CURVE NO.	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
22	218.45'	567.00'	22°04'26"	N 81°08'01" W	217.10'
23	296.73'	252.00'	67°27'59"	N 36°21'48" W	279.88'
24	47.12'	30.00'	90°00'00"	N 42°22'12" W	42.43'
25	47.12'	30.00'	90°00'00"	S 47°37'48" E	42.43'
26	379.14'	348.00'	62°25'23"	S 33°50'30" E	360.67'

SITE / UNIT PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40' 0 20 40 60 80

PROPOSED 3-22-04



NOTES:

THERE WILL BE A PRIVATE EASEMENT FOR FRANCHISED UTILITIES GRANTED TO THE RESPECTIVE UTILITY COMPANY. AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A PRIVATE EASEMENT FOR SANITARY SEWER GRANTED TO HAMBURG TOWNSHIP . AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A PRIVATE EASEMENT FOR WATER MAIN GRANTED TO CITY OF BRIGHTON, AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A PRIVATE EASEMENT FOR STORM SEWER GRANTED TO THE HOMEOWNER'S ASSOCIATION. AND CENTERED ON THE UTILITY AS SHOWN.

ELECTRIC SERVICE BY DTE ENERGY CO., NATURAL GAS SERVICE BY CONSUMERS ENERGY, TELEPHONE SERVICE BY AMERITECH AND CABLE TELEVISION SERVICE BY CHARTER COMMUNICATIONS. THESE UTILITIES WILL BE-SHOWN ON THE AS-BUILT DRAWINGS.

SERVICE LINE FOR SANITARY, WATER, GAS, POWER, TELEPHONE AND CABLE TELEVISION WILL BE SHOWN ON AS-BUILT DRAWINGS.

SANITARY SEWER, STORM SEWER AND WATER MAIN INFORMATION FROM PLANS PREPARED BY GIFFELS-WEBSTER ENGINEERS INC. AND FROM MUNICIPAL RECORDS.

UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO COMPLETENESS OR ACCURACY THEREOF.

LEGEND

- PROP. SANITARY SEWER
- PROP. STORM SEWER
- PROP. WATER MAIN
- PROP. UNDERGROUND ELEC.
- PROP. 1" WATER SERVICE
- PROP. MANHOLE
- PROP. CATCH BASIN
- PROP. END SECTION
- PROP. HYDRANT
- PROP. GATE VALVE
- EXIST. SANITARY SEWER
- EXIST. STORM SEWER
- EXIST. WATER MAIN
- EXIST. GAS MAIN
- EXIST. OVERHEAD UTILITY LINE
- EXIST. UNDERGROUND ELECTRIC
- EXIST. UNDERGROUND TELEPHONE
- EXIST. MANHOLE
- EXIST. CATCH BASIN
- EXIST. END SECTION
- EXIST. HYDRANT
- EXIST. GATE VALVE

UTILITY PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40' (0 20 40 60 80)

PROPOSED 3-22-04

COORDINATE NUMBER	NORTH	EAST
1	9817.7280	4660.8076
2	9819.9040	4699.2786
3	9899.1310	7336.3020
4	9899.5475	7349.9957
6	9651.7096	8760.8754
7	9832.1514	8823.0564
8	9632.3801	8754.2143
9	9440.2174	8497.4192
10	9394.1877	7495.3458
11	9213.0231	7328.5895
12	7742.0553	7382.8631
13	7699.8508	6526.9055
14	8089.3606	6507.3574
15	8067.9383	6072.8852
16	8156.0502	5930.6921
17	8265.9119	5925.1785
18	8207.5544	4741.6164
24	9927.4250	8085.4320
25	9955.5929	8828.5246
26	9874.0865	6513.1002
27	9835.5160	5245.3070
28	9676.8734	5247.1027
29	9546.9459	5284.7936
30	9478.5336	5247.7553
31	9427.0844	5197.4503
32	9355.2439	5103.5586
33	9234.7996	5097.8338
34	9218.4150	5097.0550
35	9133.4935	5053.5486
36	9062.0645	5121.6581
37	9166.3910	5237.5650
38	9222.2418	5328.8520
39	9260.1675	5284.5295
40	9310.2252	5284.2249
41	9345.8482	5318.5707
42	9223.8990	5197.5470
43	9319.0680	5229.2680
44	9225.0811	5371.8535
45	9235.3377	5395.3288
46	9297.3007	5472.7173
47	9397.5757	5435.7405
48	9365.6582	5523.0327
49	9439.8047	5512.0559
50	9427.7316	5580.4521
51	9482.6054	5566.4992
52	9501.5176	5661.6842
53	9538.6025	5628.1472
54	9386.2350	5410.0524
55	9557.0959	5334.6217
56	9574.6457	5420.7772
57	9640.9798	5564.1973
58	9739.6094	5530.9227
59	9843.8586	5519.5250
60	9845.8667	5585.5290
61	9686.3376	5616.4247
62	9548.1862	5708.3538
63	9467.3362	5821.0268
64	9430.4752	5752.3816
65	9417.9750	5963.7339
66	9385.6565	5834.2030
67	9357.2287	5922.9365
68	9597.0300	5980.2820
69	9633.4664	5914.1392
70	9676.4310	5836.1460
71	9765.4470	5810.4700

COORDINATE NUMBER	NORTH	EAST
72	9851.9510	5785.5186
73	9269.4864	5623.7106
74	9214.8993	5755.4801
75	9161.0018	5885.5849
76	9355.1061	5515.0777
77	9479.7166	5798.9378
78	9456.9466	5839.5638
79	9356.0231	6059.5192
80	9212.8622	6060.4020
81	9243.4560	6116.5810
82	9367.7577	6108.3139
83	9441.0096	6116.8412
84	9614.8205	6044.1662
85	9635.2588	6117.5583
86	9723.4826	6178.1929
87	9831.1322	6252.1784
88	9837.6374	6466.0038
89	9759.5011	6397.0927
90	9632.8576	6310.0531
91	9553.9228	6255.8027
92	9535.6767	6242.2751
93	9383.0865	6149.2094
94	9169.6436	6223.9836
95	9271.3002	6311.8592
96	9351.2250	6380.9471
97	9444.2367	6245.6146
98	9516.5400	6310.1950
99	9523.8206	6315.1985
100	9422.7980	6462.1871
101	9494.3709	6543.4271
102	9610.3538	6374.6713
103	9696.8870	6434.1440
104	9572.7191	6614.8091
105	9610.8324	6649.5336
106	9804.0979	6528.8291
107	9871.0517	6668.0472
108	9638.9043	6675.1095
109	9520.2789	6567.0315
110	9380.0032	6713.7297
111	9458.0504	6502.2010
112	9320.9407	6605.1846
113	9375.7321	6408.7643
114	9264.5276	6529.1035
115	9252.4249	6067.3920
116	9575.9448	6617.7480
117	9748.8534	6671.7647
118	9881.0740	6742.7770
119	9883.3547	6817.7423
120	9753.4148	6821.6953
121	9643.4657	6825.0401
122	9625.4467	6825.5863
123	9499.3519	6802.4703
124	9884.8752	6867.7191
125	9734.9445	6872.2803
126	9634.9908	6875.3212
127	9626.9667	6875.5652
128	9542.0748	6867.9102
129	9454.7883	6836.9258
130	9376.7190	6782.8115
131	9888.3722	6982.6660
132	9738.4416	6987.2271
133	9891.4131	7082.6197
134	9741.4827	7087.1809
135	9677.8176	7089.1177

COORDINATE NUMBER	NORTH	EAST
136	9641.5287	7090.2217
137	9619.7256	7081.4800
138	9524.7285	7043.3923
139	9506.2072	7035.9665
140	9396.5776	6992.0121
141	9379.1914	6985.0413
142	9275.2300	6943.3595
143	9242.1507	6930.0968
144	9894.4541	7182.5735
145	9744.5234	7187.1346
146	9897.9511	7297.5203
147	9748.0205	7302.0815
148	9684.8369	7304.0037
149	9624.4900	7299.8382
150	9504.3742	7251.5718
151	9470.9647	7225.3405
152	9425.2890	7190.0212
153	9342.1663	7194.1201
154	9251.1671	7129.8179
155	9899.4715	7347.4872
156	9708.0014	7353.3220
157	9686.3573	7353.9805
158	9587.4018	7343.0234
159	9437.4241	7262.4219
160	9904.1878	7472.4115
161	9713.7378	7478.2054
162	9903.1328	7585.4959
163	9718.9236	7591.0999
164	9598.9647	7594.7492
165	9879.1940	7701.2774
166	9604.2422	7709.6419
167	9872.0670	7722.2313
168	9646.6810	7888.1780
169	9612.5153	7889.7474
170	9442.6980	7897.5480
171	9411.3429	7868.8170
172	9916.1813	7788.8115
173	9897.4883	7823.6668
174	9900.4808	7902.6003
175	9921.2934	7923.6732
176	9768.4943	7946.8799
177	9669.3491	7983.1833
178	9616.6190	7989.6650
179	9556.9182	7992.4073
180	9447.2830	7997.4432
181	9418.6911	8028.7882
183	9861.3777	8136.1999
184	9776.4495	8201.4809
185	9691.5210	8266.7619
186	9215.4082	5895.9411
187	9663.2116	8288.5222
188	9431.0957	8298.8384
189	9628.6410	8410.1720
190	9436.6019	8418.7074
192	9633.9690	8530.0540
193	9445.0955	8538.4490
194	9696.4080	8687.3640
197	9959.2014	8923.7201
199	8561.6180	7152.4880
200	8747.2477	7145.6389
201	8707.6325	7042.0292
202	8557.7470	7047.5594
203	8554.2170	6951.8754
204	8573.9200	6904.6966
205	8717.3402	6952.1336

COORDINATE NUMBER	NORTH	EAST
206	8723.0704	6936.7945
207	8754.7026	6861.0516
208	8616.2881	6803.2463
209	8654.8250	6710.9700
210	8793.2394	6768.7753
211	8831.7762	6676.4990
212	8693.3618	6618.6938
213	8739.5052	6508.2037
214	8871.9831	6586.5631
215	8812.1522	7143.2442
216	8948.9010	7138.1986
217	8938.1697	7006.1333
218	8759.3698	6988.8216
219	8809.5778	6859.3990
220	8958.3873	6915.8211
221	9004.5569	6826.7324
222	8850.1503	6762.2484
223	8893.6122	6658.1791
224	9030.2502	6731.6733
225	9016.7280	6810.3690
226	9028.5900	6762.4300
227	9082.0444	6685.5135
228	9052.0169	6515.2145
229	9140.7079	6704.3820
230	9266.0560	6608.9478
231	9283.5444	6644.7601
232	9316.8852	6711.6539
233	9222.2277	6772.0388
234	9158.6007	6761.3979
235	9124.7723	6808.5344
236	9099.5770	6816.2310
237	9058.3818	6838.3252
238	9027.9195	6883.3698
239	9158.9776	6968.3132
240	9148.8817	7037.0767
241	8987.6903	7013.6160
242	9009.3682	7162.2180
243	8962.4282	7179.4829
244	9005.6088	7217.4990
245	9155.3552	7130.8564
247	8693.9064	7347.7431
248	8564.3830	7227.4370
249	8695.1231	7380.7207
250	8769.2086	6955.0630
251	8902.2972	6637.3829
252	8856.1590	6618.1145
253	8595.6280	6443.2220
254	8627.7954	6333.9943
255	8661.9186	6218.1255
256	8710.7772	6052.2209
257	8839.7146	5978.0884
258	8947.4983	5916.1182
259	9081.3105	5896.9816
260	9120.0855	6064.5169
261	9214.3572	6111.2752
262	9260.1219	6302.1967
263	9187.6329	6480.2132
264	9100.3790	6461.5394
265	9009.6761	6474.8554
266	8930.5780	6518.5430

COORDINATE NUMBER	NORTH	EAST
267	8828.3684	6392.8561
268	8878.1646	6328.2189
269	8945.4390	6265.1760
270	8959.4950	6326.6644
271	9107.6296	6254.2862
272	8767.3610	6355.9464
273	8828.8600	6304.5541
274	8813.8924	6255.0887
275	8871.1400	6196.7647
276	8888.3580	6196.8290
277	8934.8672	6183.4238
278	8951.4902	6169.5408
279	9029.1751	6105.5858
280	9046.1756	6155.6067
281	8966.9179	6221.8002
282	8933.3104	6300.4549
283	8155.6910	6603.3490
284	8442.6060	6659.0530
285	8604.9268	6830.4510
300	9819.2543	4710.7939
301	9330.3934	6627.2910
303	9422.1430	5766.6690
304	9399.3730	5807.2950
305	9722.1183	6451.4850
306	9905.5267	7507.7303
307	9223.3264	6062.0862
309	9207.4974	7178.6970
310	9173.9957	7179.9330
311	9205.6538	7128.7310
312	9172.1520	7129.9670
313	9014.1284	6117.2303
314	8522.2040	7994.0018
315	9523.3511	8018.9755
316	9466.0314	8021.6084
317	9456.0668	8036.3343
318	9457.7608	8073.2132
319	9423.2797	8128.6828

COORDINATE INFORMATION SHEET

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

0 20 40 60 80

PROPOSED 3-22-04

REPLAT NO. 1
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 284
EXHIBIT "B" TO THE MASTER DEED OF

PINE CREEK BLUFFS CONDOMINIUM

SITE CONDOMINIUM

HAMBURG TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

DEVELOPER

RIVER PLACE/ABBEY
A LIMITED PARTNERSHIP
30100 TELEGRAPH ROAD, SUITE 366
BINGHAM FARMS, MICHIGAN 48025

ENGINEERS & SURVEYORS

GIFFELS-WEBSTER ENGINEERS, INC.
2871 BOND STREET
ROCHESTER HILLS, MICHIGAN 48309-3515

LEGAL DESCRIPTION PARCEL "A"

A PART OF THE NORTH ½ OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 1; THENCE N.88°15'24"E., 38.47 FEET ALONG THE NORTH LINE OF SAID SECTION 1 TO THE SOUTHWEST CORNER OF SECTION 36, T-2-N., R-5-E., GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, SAID LINE ALSO BEING THE SOUTH LINE OF SAID SECTION 36; THENCE CONTINUING ALONG A LINE COMMON WITH SAID SECTION 1 AND 36, N.88°15'27"E., 11.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE AND IN PART ALONG THE SOUTH LINE OF "PINE CREEK RIDGE SUBDIVISION NO. 6" AS RECORDED IN LIBER 38, PAGE 15 THROUGH 23 OF PLATS, LIVINGSTON COUNTY RECORDS, N.88°15'27"E., 809.11 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF WYNDAM LANE (66 FEET WIDE) AS RECORDED IN LIBER 2893, PAGE 254, LIVINGSTON COUNTY RECORDS; THENCE THE FOLLOWING TWELVE COURSES BEING ALONG THE WESTERLY, SOUTHERLY AND EASTERLY RIGHT OF WAY LINE OF SAID WYNDAM LANE: (1) ALONG A CURVE TO THE LEFT 512.44 FEET, SAID CURVE HAVING A RADIUS OF 483.58 FEET, A CENTRAL ANGLE OF 60°42'55" AND A LONG CHORD BEARING OF S.30°22'20"E., 488.80 FEET; AND (2) S.60°43'47"E., 46.57 FEET; AND (3) ALONG A CURVE TO THE LEFT 566.66 FEET, SAID CURVE HAVING A RADIUS OF 383.00 FEET, A CENTRAL ANGLE OF 84°46'13" AND A LONG CHORD BEARING OF N.76°53'06"E., 516.37 FEET; AND (4) N.34°30'00"E., 249.45 FEET; AND (5) ALONG A CURVE TO THE RIGHT 344.34 FEET, SAID CURVE HAVING A RADIUS OF 367.00 FEET, A CENTRAL ANGLE OF 53°45'27", AND A LONG CHORD BEARING OF N.61°22'43"E., 331.84 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 1; AND (6) N.88°15'27"E., 593.80 FEET TO THE NORTH ¼ CORNER OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP; AND (7) N.88°15'27"E., 13.70 FEET TO THE SOUTH ¼ CORNER OF SECTION 36, T-2-N., R-5-E., GENOA TOWNSHIP; AND (8) N.87°49'45"E., 157.85 FEET; (9) ALONG A CURVE TO THE RIGHT 218.45 FEET, SAID CURVE HAVING A RADIUS OF 567.00 FEET, A CENTRAL ANGLE OF 22°04'27" AND A LONG CHORD BEARING OF S.81°08'02"E., 217.10 FEET; AND (10) ALONG A CURVE TO THE RIGHT 296.73 FEET, SAID CURVE HAVING A RADIUS OF 252.00 FEET, A CENTRAL ANGLE OF 67°28'00" AND A LONG CHORD BEARING OF S.36°21'47"E., 279.89 FEET; AND (11) S.02°37'48"E., 204.20 FEET; AND (12) ALONG A CURVE TO THE RIGHT 47.27 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°16'49" AND A LONG CHORD BEARING OF S.42°29'58"W., 42.53 FEET TO A POINT ON THE NORTH LINE OF HAMBURG ROAD (66 FEET WIDE); THENCE THE FOLLOWING THREE COURSES BEING ALONG SAID LINE: (1) S.87°22'12"W., 373.86 FEET; AND (2) ALONG A CURVE TO THE LEFT 273.15 FEET, SAID CURVE HAVING A RADIUS OF 174.90 FEET, A CENTRAL ANGLE OF 89°29'00" AND A LONG CHORD BEARING OF S.42°37'43"W., 246.23 FEET; AND (3) S.02°06'47"E., 519.47 FEET; THENCE S.42°53'13"W., 176.78 FEET; THENCE S.87°53'14"W., 275.75 FEET; THENCE N.67°20'00"W., 131.59 FEET; THENCE S.46°33'29"W., 236.06 FEET; THENCE S.10°59'14"W., 292.27 FEET; THENCE S.55°21'20"W., 116.68 FEET; THENCE S.87°10'38"W., 435.00 FEET; THENCE N.58°12'54"W., 167.28 FEET; THENCE N.02°52'23"W., 110.00 FEET; THENCE S.87°10'38"W., 1135.00 FEET TO THE EAST LINE OF BAUER ROAD (50 FEET ½ WIDTH); THENCE ALONG SAID EAST LINE N.02°52'23"W., 1611.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 90.813 ACRES.

LEGAL DESCRIPTION PARCEL "B"

A PART OF THE NORTHWEST ¼ OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 1; THENCE S.88°15'27"W., 823.58 FEET ALONG THE NORTH LINE OF SAID SECTION 1, SAID LINE ALSO BEING THE SOUTH LINE OF SECTION 36, T-2-N., R-5-E., GENOA TOWNSHIP, AND THE SOUTH LINE OF "PINE CREEK RIDGE SUBDIVISION NO.6", AS RECORDED IN LIBER 38, PAGES 15 THROUGH 23 OF PLATS, LIVINGSTON COUNTY RECORDS, TO THE POINT OF BEGINNING SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF WYNDAM LANE (66 FEET WIDE) DEDICATED RIGHT OF WAY AS RECORDED IN LIBER 2893, PAGE 254, LIVINGSTON COUNTY RECORDS: THENCE THE FOLLOWING FIVE COURSES BEING ALONG SAID LINE; (1) ALONG A CURVE TO THE LEFT 164.04 FEET, SAID CURVE HAVING A RADIUS OF 433.00 FEET, A CENTRAL ANGLE OF 21°42'23" AND A LONG CHORD BEARING OF S.45°21'11"W., 163.06 FEET; AND (2) S.34°30'00"W., 249.45 FEET; AND (3) ALONG A CURVE TO THE RIGHT 459.01 FEET, SAID CURVE HAVING A RADIUS OF 317.00 FEET, A CENTRAL ANGLE OF 84°46'13" AND A LONG CHORD BEARING OF S.76°53'06"W., 427.39 FEET; AND (4) N.60°43'47"W., 46.57 FEET; AND (5) ALONG A CURVE TO THE RIGHT 444.49 FEET, SAID CURVE HAVING A RADIUS OF 417.58 FEET, A CENTRAL ANGLE OF 60°59'19", AND A LONG CHORD BEARING OF N.30°14'08"W., 423.80 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE N.88°15'27"E., 928.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 6.412 ACRES.

LEGAL DESCRIPTION PARCEL "C"

A PART OF THE NORTHEAST ¼ OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 1; THENCE N.88°15'27"E., 13.70 FEET ALONG THE NORTH LINE OF SAID SECTION 1 SAID LINE ALSO BEING THE SOUTH LINE OF "PINE CREEK RIDGE SUBDIVISION NO.6", AS RECORDED IN LIBER 38, PAGE 15 THROUGH 23 OF PLATS, LIVINGSTON COUNTY RECORDS, TO THE SOUTH ¼ CORNER OF SECTION 36, T-2-N., R-5-E., GENOA TOWNSHIP; THENCE CONTINUING ALONG A LINE COMMON WITH SAID SECTION 1 AND 36 N.87°49'45"E., 439.13 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WYNDAM LANE (66 FEET WIDE) A DEDICATED RIGHT OF WAY AS RECORDED IN LIBER 2893, PAGE 254, LIVINGSTON COUNTY RECORDS; THENCE CONTINUING ALONG SAID LINE N.87°49'45"E., 296.83 FEET, TO TRAVERSE POINT "A"; THENCE CONTINUING N.87°49'45"E., 75 FEET MORE OR LESS, TO THE WESTERLY WATER'S EDGE OF BRIGHTON LAKE; THENCE SOUTHERLY AND EASTERLY ALONG SAID SOUTHERLY WATER'S EDGE 880 FEET, MORE OR LESS, TO A POINT ON THE LINE COMMON TO SAID SECTIONS 1 AND 36, SAID POINT ALSO BEING ON THE SOUTH LINE OF HOWELL'S BRIGHTON BEACH SUBDIVISION NO.1" AS RECORDED IN LIBER 3, PAGE 26 OF PLATS, LIVINGSTON COUNTY RECORDS; THENCE N.87°49'45"E., 20 FEET MORE OR LESS ALONG SAID LINE TO TRAVERSE POINT "B", SAID BRIGHTON LAKE BEING TRAVERSED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE; BEGINNING AT THE ABOVE MENTIONED TRAVERSE POINT "A"; THENCE S.37°32'53"E., 333.25 FEET; THENCE S.74°08'09"E., 126.47 FEET; THENCE N.87°27'19"E., 120.00 FEET; THENCE N.68°21'04"E., 169.25 FEET; THENCE N.28°34'27"E., 295.13 FEET TO THE END OF THE TRAVERSE LINE AT THE ABOVE MENTIONED TRAVERSE POINT "B" BEING ON THE SOUTH LINE OF SAID "HOWELL'S BRIGHTON BEACH SUBDIVISION NO.1", THENCE CONTINUING N.87°49'45"E., 95.27 FEET ALONG SAID SOUTH LINE TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF HAMBURG ROAD (66 FEET WIDTH); THENCE THE FOLLOWING FIVE COURSES BEING ALONG SAID LINE (1) ALONG A CURVE TO THE LEFT 165.22 FEET, SAID CURVE HAVING A RADIUS OF 244.72 FEET, A CENTRAL ANGLE OF 38°40'54" AND A LONG CHORD BEARING OF S.38°23'26"W., 162.10 FEET; AND (2) S.19°00'51"W., 211.30 FEET; AND (3) ALONG A CURVE TO THE RIGHT 340.58 FEET, SAID CURVE HAVING A RADIUS OF 285.47 FEET, A CENTRAL ANGLE OF 68°21'21" AND A LONG CHORD BEARING OF S.53°11'32"W., 320.73 FEET; AND (4) S.87°22'12"W., 469.13 FEET; AND (5) ALONG A CURVE TO THE RIGHT 47.12 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A LONG CHORD BEARING OF N.47°37'48"W., 42.43 FEET TO A POINT ON THE EAST LINE OF WYNDAM LANE (VARIABLE WIDTH); THENCE THE FOLLOWING TWO COURSES BEING ALONG SAID EAST RIGHT OF WAY LINE: (1) N.02°37'48"W., 169.51 FEET; AND (2) ALONG A CURVE TO THE LEFT 379.14 FEET, SAID CURVE HAVING A RADIUS OF 348.00 FEET, A CENTRAL ANGLE OF 62°25'23" AND LONG CHORD BEARING OF N.33°50'30"W., 360.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.88 ACRES MORE OR LESS WHICH INCLUDES 1.2 ACRES MORE OR LESS BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE OF BRIGHTON LAKE.

SUBJECT TO THE RIPARIAN RIGHTS OF PUBLIC IN BRIGHTON LAKE.

LEGAL DESCRIPTION "AREA OF FUTURE DEVELOPMENT"

A PART OF THE NORTHWEST ¼ OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 1; THENCE S.02°06'47"E., 1204.83 FEET ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 1; THENCE S.87°53'13"W., 33.00 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF HAMBURG ROAD (66 FEET WIDE); THENCE S.02°06'47"E., 952.50 FEET ALONG SAID WEST RIGHT OF WAY LINE OF HAMBURG ROAD; THENCE S.87°10'38"W., 857.00 FEET; THENCE N.02°52'23"W., 390.00 FEET; THENCE N.55°21'20"E., 116.68 FEET; THENCE N.10°59'14"E., 292.27 FEET; THENCE N.46°33'29"E., 236.06 FEET; THENCE S.67°20'00"E., 131.59 FEET; THENCE N.87°53'14"E., 275.75 FEET; THENCE N. 42°53'13"E., 176.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.311 ACRES.

ATTENTION: REGISTER OF DEEDS
THE ASTERISK(*)INDICATES AMENDED OR NEW SHEETS WHICH ARE DATED 3-22-04. THESE SHEETS ARE TO REPLACE SHEETS PREVIOUSLY RECORDED.

SHEET INDEX

*1	COVER SHEET
2	SURVEY PLAN
3	KEY PLAN
4	SITE/UNIT PLAN
5	SITE/UNIT PLAN
6	SITE/UNIT PLAN
7	SITE/UNIT PLAN
*8	SITE/UNIT PLAN
9	SITE/UNIT PLAN
10	SITE/UNIT PLAN
11	SITE/UNIT PLAN
12	SITE/UNIT PLAN
13	SITE/UNIT PLAN
14	SITE/UNIT PLAN
15	SITE/UNIT PLAN
16	UTILITY PLAN
17	UTILITY PLAN
18	UTILITY PLAN
19	UTILITY PLAN
*20	UTILITY PLAN
21	UTILITY PLAN
22	UTILITY PLAN
23	UTILITY PLAN
24	UTILITY PLAN
25	UTILITY PLAN
26	UTILITY PLAN
27	UTILITY PLAN
*28	COORDINATE INFORMATION SHEET

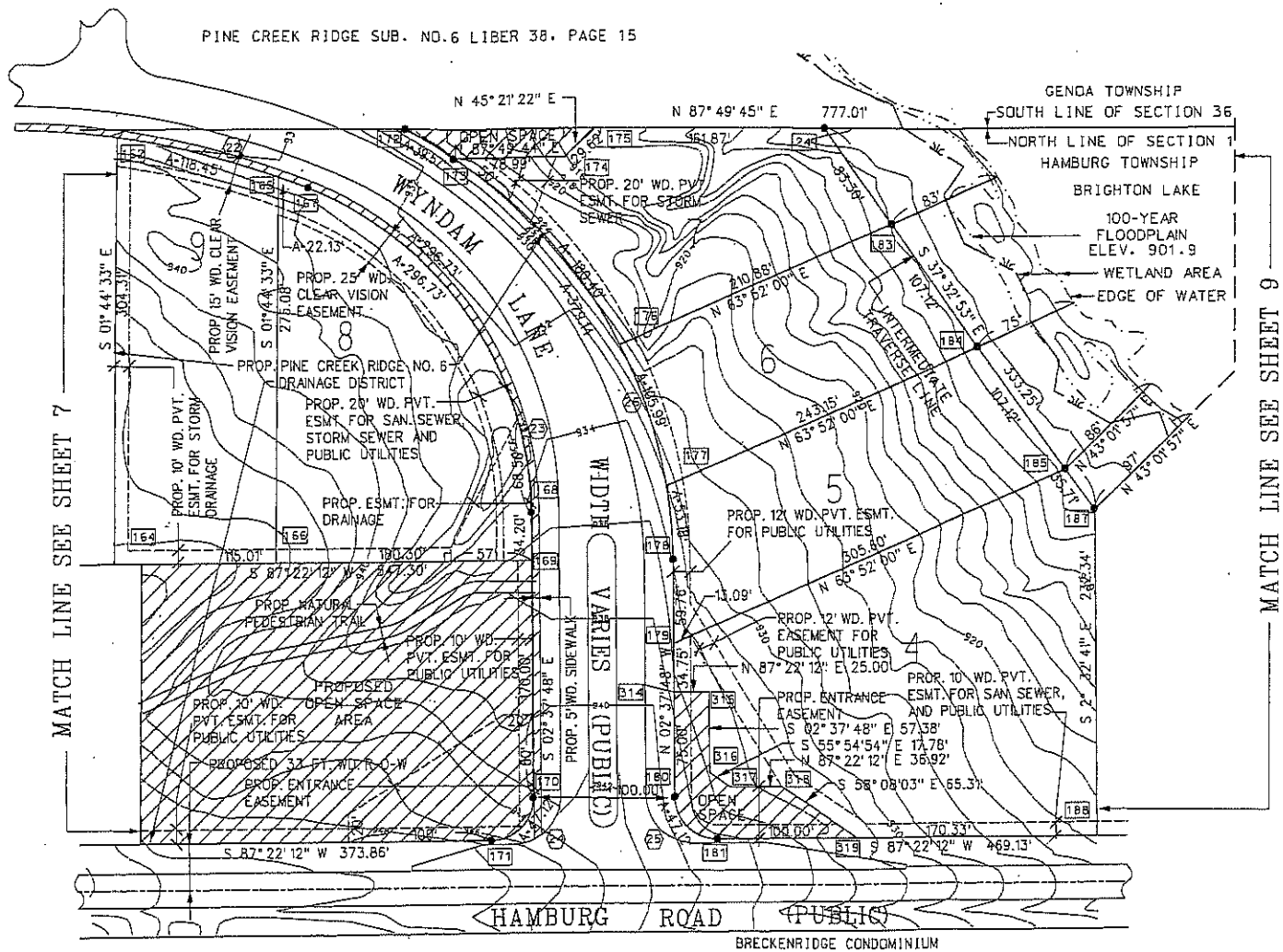
PROPOSED 3-22-04

ISSUE:	DATE:

PRINCIPAL:
PROJ. MNGR:
DESIGN:
DRAWN:
IND. REVIEW:
SECTION: 36
T- 1-N.,R- 5-E.

GWE
Giffels-Webster Engineers, Inc.
ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
2871 BOND STREET ROCHESTER HILLS, MI 48309
(248) 852-3100

DATE:
SCALE: NONE
SHEET: 1 OF 28
JOB: 12490.05

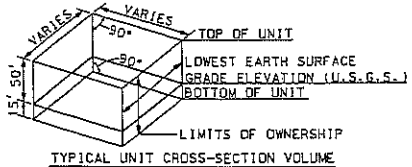


NOTES:

1. UNITS 8-20, 28-37, 44-72 AND 78-88 ARE LOCATED WITHIN THE PINE CREEK RIDGE SUBDIVISION NO. 6 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE X OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.
2. ALL UN-SOLD UNITS AND THE COMMON ELEMENTS ARE TO BE CONSIDERED CONVERTIBLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.
3. UNITS 16-53, 62-68, AND 73-77 AND LAND UNDERLYING AND SURROUNDING UNITS, UTILITIES, AND/OR ROADWAYS WHICH ARE NOT NEEDED TO SERVICE THE REMAINING UNITS AND AREA OF FUTURE DEVELOPMENT ARE TO BE CONSIDERED CONTRACTIBLE AREAS AND NEED NOT BE BUILT.
4. A DRIVEWAY APPROACH TO HAMBURG ROAD SHALL BE SHARED BETWEEN UNITS 1 AND 2 OR UNITS 2 AND 3. THE APPROACH SHALL BE LOCATED ALONG THE COMMON UNIT BOUNDARY LINE. A MUTUAL DRIVEWAY EASEMENT WILL EXIST BETWEEN THE UNITS AND WILL BE SHOWN ON THE AS-BUILT DRAWINGS.
5. UNITS 16-19, 32-35, 55, 56, 77, 78, 80, 82 AND 83 WHICH CONTAIN "EASEMENT OR FILL" AREAS SHALL INCLUDE AN EASEMENT FOR SURFACE DRAINAGE FROM ADJACENT PORTIONS OF THE CONDOMINIUM AND, WHERE APPLICABLE, AN EASEMENT FOR NATURAL STORM WATER RETENTION UP TO THE SPILLOVER ELEVATION ON THE LOW PORTION WHICH REMAINS AFTER THE CONSTRUCTION OF A DWELLING UPON AND THE FINAL GRADING OF THE UNIT.

LEGEND

- GENERAL COMMON ELEMENT
- 70 UNIT NUMBER
- 12 COORDINATE NUMBER
- (24) CURVE NUMBER
- B.M. BENCH MARK
- CONCRETE MONUMENT
- SET IRON
- A ARC DISTANCE
- 880 GROUND CONTOUR /ELEVATION
- WETLAND BOUNDARY
- 100YR FLOODPLAIN



TYPICAL UNIT CROSS-SECTION VOLUME

UNIT NO.	SQUARE FEET	FIRST FLOOR ELEVATION
4	58.801	932.00
5	36.403	932.00
6	31.664	932.00
7	31.883	927.00
8	37.637	938.00
9	33.558	942.00

CURVE DATA

CURVE NO.	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
22	218.45'	567.00'	22°04'28"	N 81°08'01" W	217.10'
23	296.73'	252.00'	67°27'59"	N 36°21'48" W	279.88'
24	47.12'	30.00'	90°00'00"	N 42°22'12" W	42.43'
25	47.12'	30.00'	90°00'00"	S 47°37'48" E	42.43'
26	379.14'	348.00'	62°25'23"	S 33°50'30" E	360.67'

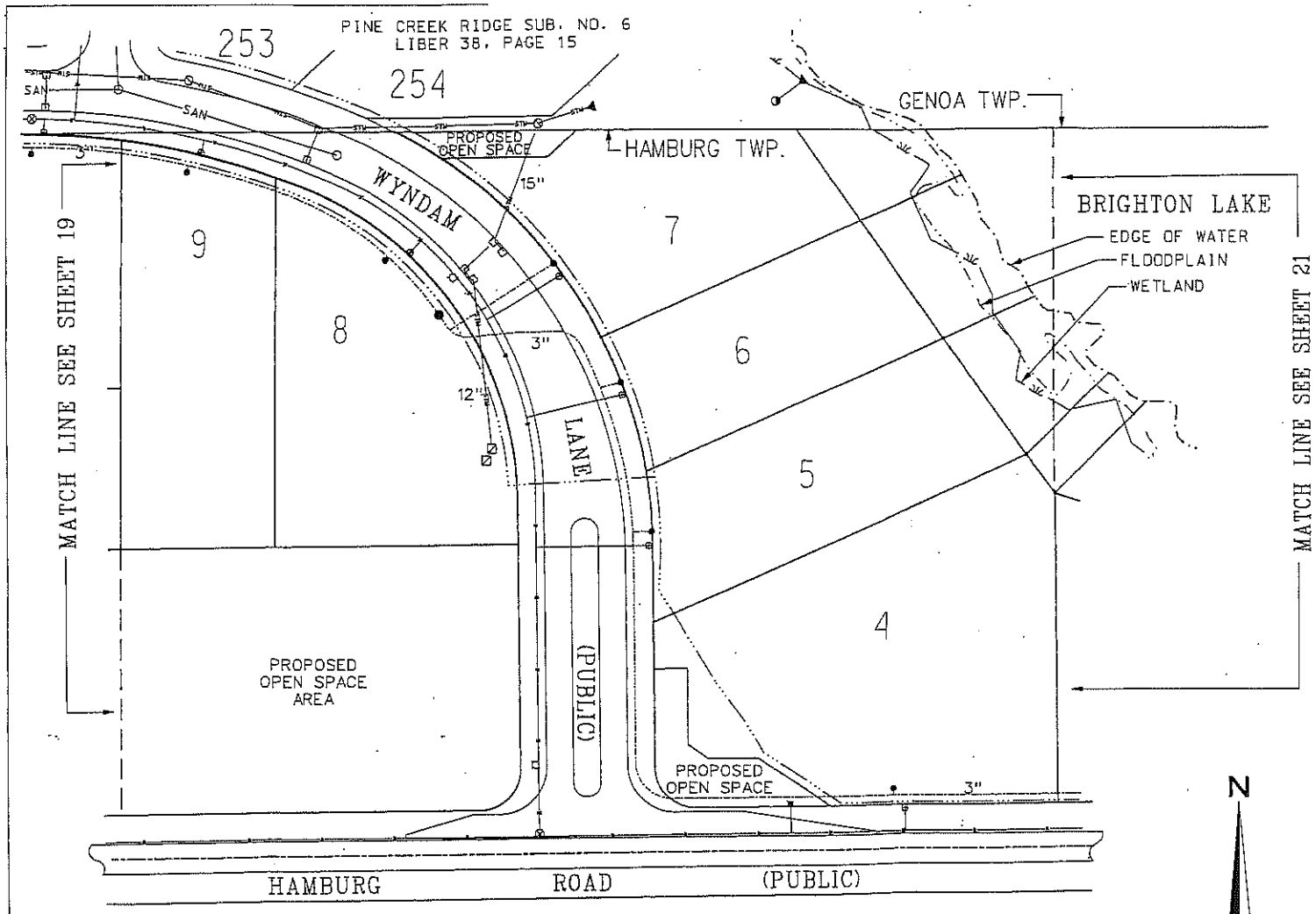
SITE / UNIT PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

0 20 40 60 80

PROPOSED 3-22-04



NOTES:

THERE WILL BE A PRIVATE EASEMENT FOR FRANCHISED UTILITIES GRANTED TO THE RESPECTIVE UTILITY COMPANY, AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A PRIVATE EASEMENT FOR SANITARY SEWER GRANTED TO HAMBURG TOWNSHIP , AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A PRIVATE EASEMENT FOR WATER MAIN GRANTED TO CITY OF BRIGHTON, AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A PRIVATE EASEMENT FOR STORM SEWER GRANTED TO THE HOMEOWNER'S ASSOCIATION, AND CENTERED ON THE UTILITY AS SHOWN.

ELECTRIC SERVICE BY DTE ENERGY CO., NATURAL GAS SERVICE BY CONSUMERS ENERGY, TELEPHONE SERVICE BY AMERITECH AND CABLE TELEVISION SERVICE BY CHARTER COMMUNICATIONS. THESE UTILITIES WILL BE-SHOWN ON THE AS-BUILT DRAWINGS.

SERVICE LINE FOR SANITARY, WATER, GAS, POWER, TELEPHONE AND CABLE TELEVISION WILL BE SHOWN ON AS-BUILT DRAWINGS.

SANITARY SEWER, STORM SEWER AND WATER MAIN INFORMATION FROM PLANS PREPARED BY GIFFELS-WEBSTER ENGINEERS INC. AND FROM MUNICIPAL RECORDS.

UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO COMPLETENESS OR ACCURACY THEREOF.

LEGEND

- PROP. SANITARY SEWER
- PROP. STORM SEWER
- PROP. WATER MAIN
- PROP. UNDERGROUND ELEC.
- PROP. 1" WATER SERVICE
- PROP. MANHOLE
- PROP. CATCH BASIN
- PROP. END SECTION
- PROP. HYDRANT
- PROP. GATE VALVE
- EXIST. SANITARY SEWER
- EXIST. STORM SEWER
- EXIST. WATER MAIN
- EXIST. GAS MAIN
- EXIST. OVERHEAD UTILITY LINE
- EXIST. UNDERGROUND ELECTRIC
- EXIST. UNDERGROUND TELEPHONE
- EXIST. MANHOLE
- EXIST. CATCH BASIN
- EXIST. END SECTION
- EXIST. HYDRANT
- EXIST. GATE VALVE

UTILITY PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40' (0 20 40 60 80)

PROPOSED 3-22-04

COORDINATE NUMBER	NORTH	EAST
1	9817.7280	4660.8076
2	9819.9040	4699.2786
3	9899.1310	7336.3020
4	9899.5475	7349.9957
6	9651.7096	8760.8754
7	9832.1514	8823.0564
8	9632.3801	8754.2143
9	9440.2174	8497.4192
10	9394.1877	7495.3458
11	9213.0231	7328.5895
12	7742.0553	7382.8631
13	7699.8508	6526.9055
14	8089.3606	6507.3574
15	8067.9383	6072.8852
16	8156.0502	5930.6921
17	8265.9119	5925.1785
18	8207.5544	4741.6164
24	9927.4250	8085.4320
25	9955.5929	8828.5246
26	9874.0865	6513.1002
27	9835.5160	5245.3070
28	9676.8734	5247.1027
29	9546.9459	5284.7936
30	9478.5336	5247.7553
31	9427.0844	5197.4503
32	9355.2439	5103.5586
33	9234.7996	5097.8338
34	9218.4150	5097.0550
35	9133.4935	5053.5486
36	9062.0645	5121.6581
37	9166.3910	5237.5650
38	9222.2418	5326.8520
39	9260.1675	5284.5295
40	9310.2252	5284.2249
41	9345.8482	5318.5707
42	9223.8990	5197.5470
43	9319.0680	5229.2680
44	9225.0811	5371.8535
45	9235.3377	5395.3288
46	9297.3007	5472.7173
47	9397.5757	5435.7405
48	9365.6582	5523.0327
49	9439.8047	5512.0559
50	9427.7316	5580.4521
51	9482.6054	5566.4992
52	9501.5176	5661.6842
53	9538.6025	5628.1472
54	9386.2350	5410.0524
55	9557.0959	5334.6217
56	9574.6457	5420.7772
57	9640.9798	5564.1973
58	9739.6094	5530.8227
59	9843.8586	5519.5250
60	9845.8667	5585.5290
61	9686.3376	5616.4247
62	9548.1862	5708.3538
63	9467.3362	5821.0268
64	9430.4752	5752.3816
65	9417.9750	5963.7339
66	9385.6565	5834.2030
67	9357.2287	5922.9365
68	9587.0300	5980.2820
69	9633.4664	5914.1392
70	9676.4310	5836.1460
71	9765.4470	5810.4700

COORDINATE NUMBER	NORTH	EAST
72	9851.9510	5785.5186
73	9269.4864	5623.7106
74	9214.8993	5755.4801
75	9161.0018	5885.5849
76	9355.1061	5515.0777
77	9479.7166	5798.9378
78	9456.9466	5839.5638
79	9356.0231	6059.5192
80	9212.8622	6060.4020
81	9243.4560	6116.5810
82	9367.7577	6108.3139
83	9441.0096	6116.8412
84	9614.8205	6044.1662
85	9635.2588	6117.5583
86	9723.4826	6178.1929
87	9831.1322	6252.1784
88	9837.6374	6466.0038
89	9759.5011	6397.0927
90	9632.8576	6310.0531
91	9553.9228	6255.8027
92	9535.5767	6242.2751
93	9383.0865	6149.2084
94	9169.6436	6223.9836
95	9271.3002	6311.8592
96	9351.2250	6380.9471
97	9444.2367	6245.6146
98	9516.5400	6310.1950
99	9523.8206	6315.1985
100	9422.7980	6462.1871
101	9494.3709	6543.4271
102	9610.3538	6374.6713
103	9696.8870	6434.1440
104	9572.7191	6614.6091
105	9610.8324	6649.5336
106	9804.0979	6528.8291
107	9671.0517	6668.0472
108	9638.9043	6675.1095
109	9520.2789	6567.0315
110	9380.0032	6713.7297
111	9458.0504	6502.2010
112	9320.9407	6505.1846
113	9375.7321	6408.7643
114	9264.5276	6529.1035
115	9252.4249	6067.3920
116	9575.9448	6617.7480
117	9748.8534	6671.7647
118	9881.0740	6742.7770
119	9883.3547	6817.7423
120	9753.4148	6821.6953
121	9643.4657	6825.0401
122	9625.4467	6825.5883
123	9499.3519	6802.4703
124	9884.8752	6867.7191
125	9734.9445	6872.2803
126	9634.9908	6875.3212
127	9626.9667	6875.5652
128	9542.0748	6867.9102
129	9454.7883	6836.9258
130	9376.7190	6782.8115
131	9888.3722	6982.6660
132	9736.4416	6987.2271
133	9891.4131	7082.6197
134	9741.4827	7087.1809
135	9677.8176	7089.1177

COORDINATE NUMBER	NORTH	EAST
136	9641.5287	7090.2217
137	9619.7256	7081.4800
138	9524.7285	7043.3923
139	9506.2072	7035.9665
140	9396.5776	6992.0121
141	9379.1914	6985.0413
142	9275.2300	6943.3595
143	9242.1507	6930.0968
144	9894.4541	7182.5735
145	9744.5234	7187.1346
146	9897.9511	7297.5203
147	9748.0205	7302.0815
148	9684.8369	7304.0037
149	9624.4900	7299.8382
150	9504.3742	7251.5718
151	9470.9647	7225.3405
152	9425.2890	7190.0212
153	9342.1663	7194.1201
154	9251.1871	7129.8179
155	9899.4715	7347.4972
156	9708.0014	7353.3220
157	9686.3573	7353.9805
158	9587.4018	7343.0234
159	9437.4241	7262.4219
160	9904.1878	7472.4115
161	9713.7378	7478.2054
162	9903.1328	7585.4959
163	9718.9236	7591.0999
164	9598.9647	7594.7492
165	9879.1940	7701.2774
166	9604.2422	7709.6419
167	9872.0670	7722.2313
168	9646.6810	7888.1780
169	9612.5153	7889.7474
170	9442.6980	7897.5480
171	9411.3429	7868.8170
172	9816.1813	7788.8115
173	9897.4883	7823.6668
174	9900.4808	7902.6003
175	9921.2934	7923.6732
176	9768.4943	7946.8799
177	9669.3491	7983.1833
178	9616.6190	7989.6650
179	9856.9182	7992.4073
180	9447.2830	7997.4432
181	9418.6911	8028.7882
183	9861.3777	8136.1999
184	9776.4495	8201.4809
185	9691.5210	8266.7619
186	9215.4082	5895.9411
187	9663.2116	8288.5222
188	9431.0957	8298.8384
189	9828.6410	8410.1720
190	9436.6019	8418.7074
192	9633.9690	8530.0540
193	9445.0955	8538.4490
194	9696.4080	8687.3640
197	9959.2014	8923.7201
199	8561.6180	7152.4880
200	8747.2477	7145.6389
201	8707.6325	7042.0292
202	8557.7470	7047.5594
203	8554.2170	6951.8754
204	8573.9200	6904.6966
205	8717.3402	6952.1336

COORDINATE NUMBER	NORTH	EAST
206	8723.0704	6936.7945
207	8754.7026	6861.0516
208	8616.2881	6803.2463
209	8654.8250	6710.9700
210	8793.2394	6768.7753
211	8831.7762	6676.4990
212	8693.3618	6618.6938
213	8739.5052	6508.2037
214	8871.9831	6586.5631
215	8812.1522	7143.2442
216	8948.9010	7138.1986
217	8938.1697	7006.1333
218	8759.3698	6988.8216
219	8809.5778	6859.3990
220	8958.3873	6915.8211
221	9004.5569	6826.7324
222	8850.1503	6762.2484
223	8883.6122	6658.1791
224	9030.2502	6731.6733
225	9016.7280	6810.3690
226	9028.5900	6762.4300
227	9082.0444	6685.5135
228	9052.0169	6515.2145
229	9140.7079	6704.3820
230	9266.0560	6608.9478
231	9283.5444	6644.7601
232	9316.8852	6711.6639
233	9222.2277	6772.0388
234	9158.6007	6761.3979
235	9124.7723	6808.6344
236	9099.5770	6816.2310
237	9058.3816	6838.3252
238	9027.9195	6883.3698
239	9158.9776	6968.3132
240	9148.8817	7037.0767
241	8987.6903	7013.6160
242	9009.3682	7162.2180
243	8962.4282	7179.4829
244	9005.6088	7217.4990
245	9155.3552	7130.8564
247	8693.9064	7347.7431
248	8564.3830	7227.4370
249	8695.1231	7380.7207
250	8769.2086	6956.0630
251	8902.2972	6637.3829
252	8856.1590	6618.1145
253	8595.6280	6443.2220
254	8627.7954	6333.9943
255	8661.9186	6218.1255
256	8710.7772	6052.2209
257	8839.7146	5978.0884
258	8947.4983	5916.1182
259	9081.3105	5896.9816
260	9120.0855	6064.5169
261	9214.3572	6111.2752
262	9260.1219	6302.1967
263	9187.6329	6480.2132
264	9100.3790	6461.5394
265	9009.6761	6474.8554
266	8930.5780	6518.5430

COORDINATE NUMBER	NORTH	EAST
267	8828.3684	6392.8561
268	8878.1646	6328.2189
269	8945.4390	6265.1760
270	8959.4950	6326.6644
271	9107.6296	6254.2862
272	8767.3610	6355.9464
273	8828.8600	6304.5541
274	8813.8924	6255.0887
275	8871.1400	6196.7647
276	8888.3580	6196.8290
277	8934.8672	6183.4238
278	8951.4902	6169.5408
279	9029.1751	6105.5858
280	9046.1756	6155.6067
281	8966.9179	6221.8002
282	8933.3104	6300.4549
283	8155.6910	6603.3490
284	8442.6060	6659.0530
285	8604.9268	6830.4510
300	9819.2543	4710.7939
301	9330.3934	6627.2910
303	9422.1430	5766.6690
304	9399.3730	5807.2950
305	9722.1183	6451.4850
306	9905.5267	7507.7303
307	9223.3264	6062.0862
309	9207.4974	7178.6970
310	9173.9957	7179.9330
311	9205.6538	7128.7310
312	9172.1520	7129.9670
313	9014.1284	6117.2303
314	9522.2040	7994.0018
315	9523.3511	8018.9755
316	9466.0314	8021.6084
317	9456.0668	8036.3343
318	9457.7608	8073.2132
319	9423.2797	8128.6828

COORDINATE INFORMATION SHEET

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

0 20 40 60 80

PROPOSED 3-22-04

PINE CREEK BLUFFS CONDOMINIUM
BYLAWS

EXHIBIT "A" TO THE MASTER DEED

ARTICLE I
ASSOCIATION OF CO-OWNERS

Pine Creek Bluffs Condominium, a residential Condominium located in the Township of Hamburg, County of Livingston, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit 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, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, 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, including the Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units. All Co-owners 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 authority 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 Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium 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, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Co-owner shall continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of any change in the

periodic rate, which change in the monthly rate shall not affect the amount of any monthly installment due less than ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 of this Article rather than by additional or special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium 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. The funds contained in such reserve fund shall be used for major repairs and replacements of Common Elements. The Board of Directors may establish such other reserve funds as it may deem appropriate from time to time. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, 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, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Twenty Five Thousand Dollars ($25,000.00), in the aggregate, annually, 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 or special assessment or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this sub-section shall rest solely with the Board for the benefit of the Association and its members, and shall not be enforceable by any creditors of the Association or of its members.

(b) Special Assessments. Special assessments, other than those referenced in sub-section (a) of this Section 2, subject to Article VII of these Bylaws, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of an aggregate cost exceeding $25,000.00 per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 of this Article; or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this sub-section 2(b) (but not those assessments referred to in sub-section 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners. The authority to levy assessments pursuant to this sub-section is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, 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, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Any unusual expenses of administration, as may be determined in the sole discretion of the Board of Directors, which benefit less than all of the Condominium Units may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to the benefited Condominium Unit or Units in the proportion which the percentage of value of the benefited Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by the Co-owners in periodic installments, commencing with acceptance of a Deed to, or a land contract purchaser'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. A late charge in the amount of $15.00 per month, or such other amount as may be determined by the Board of Directors, effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed

by law until paid in full. Payments on account of installments of assessments in default shall be applied first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees as the Association shall determine in its sole discretion and finally to installments in default in order of their due dates, earliest to latest.

Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit that may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit.

Section 4. Waiver of Use or Abandonment of Unit; Uncompleted Repair Work. 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, by the abandonment of his Unit, or because of uncompleted repair work or the failure of the Association to provide services and/or management to the Condominium or the Co-owner.

Section 5. Enforcement. 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, or both, in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner.

Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien 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 Condominium, 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. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-owner of a Unit acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section 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.

By accepting delivery of a Deed to his Unit, each Co-owner agrees, for himself, his successors and assigns, that the statutory lien which secures assessments also shall constitute a consensual agreement to encumber real property pursuant to MCL Section 565.25(3)(c). Notwithstanding the foregoing, neither a judicial foreclosure action nor 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 of a written notice that one or more installments of the annual assessment and/or a portion or all of a special or additional 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 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 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 Condominium is located prior to commencement of any foreclosure proceeding, 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 Co-owner and shall inform the Co-owner that he may request a judicial hearing by bringing suit against the Association.

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. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against his Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility 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, shall not be entitled to vote at any meeting of the Association or sign any petition for any purpose prescribed by the Condominium Documents or by law, and shall not be entitled to run for election or serve as a director or be appointed or serve as an officer 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 as provided by the Act.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium 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 in regard to said first mortgage, 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 and except for assessments that have priority over the first mortgage under Section 108 of the Act)

Section 7. Responsibility of Developer or Builder For Assessments and Expenses. Until the Development, Construction and Sales Period, neither the Developer nor any Builder, although a member of the Association, shall be responsible at any time for: (a) payment of the Association assessments, except with respect to completed and occupied Units that it owns, nor (b) payment of any Association expenses whatsoever with respect to Units which are not completed Units, notwithstanding the fact that any Unit which is not a completed Unit may have been included in the Master Deed. A "completed Unit" is one upon which a dwelling has been constructed for which a Certificate of Occupancy has been issued by the Township. Certificates of Occupancy may be obtained by the Developer or Builder at such times prior to actual occupancy as the Developer or Builder, in its discretion, may determine. An "occupied Unit" is one upon which a dwelling has been constructed which is occupied as a residence.

The Developer or Builder, as applicable, independently shall insure, maintain, repair and replace all Units it owns for which it is not required to pay Association assessments, whether or not any such Unit is a completed Unit, and shall bear the cost thereof. The Developer or Builder, as applicable, also shall pay: (i) a proportionate share of expenses which the Association actually incurs from time to time for the current operation, insurance, maintenance, repair and replacement of those Common Elements for which the Association is assigned the responsibility to operate, insure, maintain, repair and replace (net, however, of the proceeds of any insurance and of any amount which is recovered or due from a Co-owner); and (ii) a proportionate share of the usual and ordinary administrative expenses of the Association. The Developer's or Builder's, as applicable, proportionate share of such expenses shall be determined based upon the ratio of "completed Units" it owns at the time the expense is incurred (but excluding any "completed and occupied Units" for which it is responsible to pay Association assessments) to the total number of "completed Units" (including "completed and occupied Units") then included in the Condominium.

Any expense incurred by the Association for any other purpose, in whole or in divisible part, is hereby determined to be in respect of a common expense which benefits the "completed and occupied Units", only,

and, without its written consent, neither the Developer nor any Builder shall be responsible therefor in respect of any Unit it owns which is not a "completed and occupied Unit". For example, and without limiting the generality of the foregoing statement, in no event shall the Developer or any Builder be responsible to pay any amount in respect of any Unit it owns which is not a "completed and occupied Unit" which, in whole or in indivisible part, is to finance deferred maintenance, reserves for replacement, capital improvements, the purchase of any Unit from the Developer, the cost of any litigation or claim against the Developer or any Builder, their respective directors, officers, agents, principals, assigns, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer or any cost of investigating and/or preparing any such litigation or claim, or for any other special purpose.

In addition to amounts which the Developer or any Builder is obligated to pay under the Act and this Section, the Developer, or any successor developer, from time to time during the Development, Construction and Sales Period may (but shall have no obligation to) make loans and advances to the Association to enable the Association to fund the payment of its current expenses, insofar as they are in excess of its current revenues because all Units in the Condominium are not yet "completed and occupied Units". In the event that the Developer, or any successor developer, does so, it may earn and receive a reasonable rate of interest upon the moneys loaned and advanced (which rate of interest shall not exceed a market rate of interest). Promptly after the Transitional Control Date, the Developer, or any such successor developer, as applicable, shall furnish to the Board of Directors of the Association an accounting for the moneys so loaned and advanced to the Association, the manner of their use and all amounts which the Association repaid prior to the Transitional Control Date for principal or interest in respect of any such loan.

This Section 7 shall not be construed or applied in such manner as may violate the Act or the implementing administrative rules of the State of Michigan and, in the event that an arbitrator or a court of competent jurisdiction, as applicable, finally determines that the Act or such administrative rules required that the Developer or any Builder pay a greater amount for assessments or expenses in respect of Units which the Developer or Builder, as applicable, owned, the Developer or Builder, as applicable, shall be deemed to have agreed to pay, and shall thereupon pay, to the Association that minimal amount which is necessary in order to comply with the Act and such administrative rules. For example, and without limiting the generality of the foregoing statement, the Developer may be required to fund any deficit or shortage which existed as of the Transitional Control Date in the Association's reserve fund for major repairs and replacements, but only to the extent that the deficit or shortage resulted from the Developer's limited responsibility for assessments and expenses, as provided in this Section.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority, including, but not limited to, any assessments levied pursuant to the 433 Agreement, 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 the Construction Lien Act, No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act, as amended.

Section 11. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments, interest, late charges, fines, costs, and attorney fees thereon, whether annual, additional or special, and related collection costs. 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 the Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs, attorney fees and related collection or other costs 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 together with interest, late charges, fines, costs, and attorney fees incurred in the collection thereof, and the lien securing

same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments, interest, collection and late charges, advances made by the Association for taxes or other liens to protect its liens, fines, costs, and attorney fees incurred in the collection thereof 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 having priority. The Association may charge such reasonable amounts for preparation of such statement as the Association, in its discretion, determines.

Section 12. Association Remedies Not Applicable to Default by Developer or Builder. The liability of the Developer or any Builder to the Association for assessments, expenses and/or other charges due in respect of "completed" and "completed and occupied Units", as described in Section 7 above, shall not include late charges upon delinquent assessments, as described in Section 3 of this Article II, and shall not be enforceable by the Association through the exercise of any remedy generally afforded the Association for the collection of assessments, expenses and other charges which are in default, as described in Section 5 of this Article II, notwithstanding that the Developer or Builder may then be a "Co-owner" within the meaning assigned that term in the Master Deed.

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 Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' 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. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, neither a Co-owner nor the Association shall be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Courts.

Section 4. Co-owner Approval for Civil Actions Against Developer, Builder and/or Association First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer and/or any Builder and/or their respective agents or assigns, and/or against the First Board of Directors of the Association or other Developer-appointed Directors, for any reason, shall be subject to approval by a vote of sixty-six and two-thirds percent (66 ⅔%) of all Co-owners, and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VII herein below. Such vote may only be taken at a meeting of the Co-owners and no proxies or absentee ballots may be used thereat, notwithstanding the provisions of Article VII herein below.

ARTICLE IV
INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the Common Elements, carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism, malicious mischief and liability insurance, and worker's compensation

insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements. Such insurance, but not title insurance, shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association and of Co-owners. All such insurance shall be purchased by the Association for the benefit of the Association, 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. Each Co-owner shall obtain a standard "all- risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief insurance with respect to his dwelling, interior and exterior, and all other structures and improvements constructed within the perimeter of his Unit. All such insurance shall be carried by each Co-owner in an amount equal to the current insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall also be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit, including his dwelling. Each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected in accordance with Article II above. Notwithstanding any insurance coverage that may be maintained by the Association, it shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisor the nature and extent of insurance coverage adequate to recompense him for his foreseeable losses and thereafter to obtain a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief insurance with respect to his personal property located within or outside the perimeter of his Unit, and also for alternative living expense in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this sub-section to be the responsibility of the Co-owner to obtain, nor shall the Association have any liability to any person for failure to do so. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) Insurance of Common Elements. All Common Elements which are required by this Section 1 to be insured by the Association shall be insured against fire and other perils covered by a standard extended coverage endorsement 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 in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting, to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages.

(c) Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws 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 the 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 repair, replacement or reconstruction of the Condominium unless at least sixty-six and two-thirds percent (66-2/3%) of the Institutional holders of first mortgages on Units have given their prior written approval if one or more Units are tenantable, or if more than fifty percent (50%) of the Institutional holders of first mortgages have given their written approval if no Unit is tenantable.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium, 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 workers' compensation insurance, if applicable, pertinent to the Condominium, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium. 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 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-owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired and the responsibility therefor shall be made in the following manner:

(a) Partial Damage. In the event the damaged property is a Common Element or the dwelling constructed within the perimeter of a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is habitable, unless it is determined by at least eighty percent (80%) of the Co-owners that the Condominium shall be terminated and at least sixty-six and two-thirds percent (66-2/3%) of those institutional holders of a first mortgage lien on any Unit in the Condominium have given their prior written approval for such termination.

(b) Total Destruction. In the event the Condominium is so damaged that no Unit is habitable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless eighty percent (80%) or more of all of the Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction and such termination also shall receive the approval of more than fifty percent (50%) of those holders of first mortgages on Units who have requested the Association to notify them of any proposed action that requires the consent of a specified percentage of first mortgagees.

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 plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner and Association Responsibilities. Each Co-owner shall be solely responsible for the decoration, maintenance, reconstruction and repair of his Unit, including, but not limited to, the grounds, landscaping, dwelling (interior and exterior) and any other approved structures and improvements thereon, other than General Common Elements. Co-owners shall be responsible for the removal of snow from drives and walks located on their Units as soon as possible after snowfall, subject to any additional snow removal regulations as may be established from time to time by the Board of Directors pursuant to Article VI, Section 9, of these Bylaws. In the event that a Co-owner fails or neglects to maintain the exterior components of his dwelling or any other structure or improvement located on his Unit in an aesthetic and/or harmonious manner as may from time to time be established by the Association in duly adopted regulations promulgated by the Board of Directors pursuant to its authority set forth in Article VI, Section 9 of these Bylaws, the Association shall be entitled to effect such maintenance to the dwelling, structure and/or improvement and to assess the

Co-owner the costs thereof and to collect such costs as part of the assessments under Article II of these Bylaws.

In the event that damage is to the grounds, landscaping, dwelling, structure or other improvement constructed within the perimeter of a Unit which it is the responsibility of a Co-owner to reconstruct, maintain, repair and replace, it shall be the responsibility of the Co-owner to reconstruct, maintain, repair or replace the damaged grounds, landscaping, dwelling, structure or other improvement in accordance with this Article and in compliance with the architectural control provisions of Article VI. If and to the extent that the grounds, landscaping, dwelling, structure or other improvement to the Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and, if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any dwelling or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as provided in Section 3 hereof, or as may be specifically otherwise provided in the Master Deed, the Association shall be responsible for the decoration, maintenance, repair and reconstruction of the Common Elements. Immediately after 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 costs thereof are insufficient, assessments shall be made against all Co-owners, except as may otherwise be permitted in these Bylaws, 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, which may be collected in accordance with Article II herein. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a dwelling, structure or other improvement adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement diligently and in any event within twelve (12) months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of Entire Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, 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 percent (50%) of all 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 continues after taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed 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, 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.

Section 7. Mortgages Held By FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements if the loss or taking exceeds $10,000.00 in amount or if damage to a Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds $1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units in the Condominium.

Section 8. 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 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 Units and/or Common Elements.

ARTICLE VI
ARCHITECTURAL CONTROL; BUILDING AND USE RESTRICTIONS

Section 1. Residential Use. No Unit shall be used for other than residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. No building of any kind shall be erected within a Unit except a private dwelling and structures ancillary thereto. Timesharing and/or interval ownership is prohibited. No dwelling shall be used for industrial, commercial or business office purposes; provided, however, that this shall not be deemed to ban a Co-owner from operating a home-based business which does not have any on-site employees other than Unit residents, does not produce odors, noises, or other effects noticeable outside of the Unit, and does not involve the manufacture of goods or sale of goods from inventory. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in his or her dwelling.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that a written description of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No Co-owner shall lease less than an entire Unit and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least twelve (12) months, unless specifically approved in writing by the Association. Such written lease shall: (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association; (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days prior written notice to the Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Co-owners. Each Co-owner shall, promptly following the execution of any lease of his Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. 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. Tenants and nonCo-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state. The Developer and, if authorized to do so by the Developer, any Builder may lease any number of Units during the Development, Construction and Sales Period for such term(s) as they, in their discretion, may elect. In addition, the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, may lease any number of Units for such term(s) as they, in their discretion, may elect.

(b) Leasing Procedures. A Co-owner, including the Developer or a Builder, 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 or otherwise agreeing to grant possession of a Unit to a potential lessee of the Unit 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. Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number(s). If no lease form is to be used, then the Co-owner or the Developer, as applicable, shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Article VI, Section 2 as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II hereof. This provision shall also apply to occupancy agreements.

(c) Violation of Condominium Documents by Tenants or NonCo-owner Occupants. If the Association determines that the tenant or nonCo-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or nonCo-owner occupant.

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

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own 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 nonCo-owner occupant and simultaneously for money damages against the Co-owner and tenant or nonCo-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceeding. The Association may hold both the tenant or nonCo-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or nonCo-owner occupant in connection with the Unit or the Condominium and for the Association's actual legal fees and costs incurred in connection with legal proceedings hereunder.

(d) Arrearage in Condominium Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant or nonCo-owner occupant occupying a Co-owner's Unit under a lease, rental or occupancy agreement and the tenant or nonCo-owner occupant, 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 do not constitute a breach of the rental agreement, lease or occupancy agreement by the tenant or nonCo-owner occupant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(1) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(2) Initiate proceedings pursuant to subsection (c) (3) of this Section 2.

The form of lease used by any Co-owner shall explicitly contain the foregoing provisions of this subsection (d).

Section 3. Architectural Control and Dwelling Construction Regulations; Architectural Review Process. The Developer hereby establishes architectural control regulations, dwelling construction regulations and an architectural review process in order to ensure that Pine Creek Bluffs Condominium is developed in the highest quality manner consistent with the design goals for the community. The Developer intends and believes that architectural control will assure the proper and harmonious development of the Condominium in order to maximize its aesthetic beauty and cause it to blend with the surrounding area. The architectural control regulations, dwelling construction regulations and architectural review process are declared to be binding upon the Association, the Co-owners and all Builders of dwellings, structures and other improvements

within the Project. In this Section 3, the term "Developer" shall always be deemed to refer to River Place/Abbey Limited Partnership, a Michigan Limited Partnership, unless otherwise specified herein or in a written instrument which has been recorded in the Livingston County Records and which expressly assigns the Developer's architectural control rights described in this Section. All rights reserved to the Developer in this Section 3 shall be enforceable by the Developer, or by its successor or any such assignee, as applicable, until certificates of occupancy have been issued for one hundred percent (100%) of the Units which may be built in the Project, regardless of whether another party has acquired the status of successor developer pursuant to the Act. Thereafter, the Association shall have and may exercise all of the rights of the Developer described in this Section 3.

A. ARCHITECTURAL APPROVAL REQUIREMENTS.

1. DWELLINGS, STRUCTURES AND EXTERIOR UNIT IMPROVEMENTS.

(a) In General. No dwelling, structure or other exterior improvement, including, without limitation, lights, aerials or antennas (except those antennas referred to in sub-paragraph 1(b) of this Part A), awnings, doors, shutters, newspaper holders, mailboxes, hot tubs, jacuzzi, gazebos, porches, patios, decks, statuary, fences, walls, hedges, basketball hoops, playsets, swimming pools, docks and fire pits, shall be constructed or installed upon any Unit, and no exterior alteration, modification or attachment shall be made to any existing dwelling, structure or improvement; and no landscaping shall be installed within a Unit or elsewhere within the Condominium Project, unless the Co-owner of the Unit has first submitted to the Architectural Control Committee plans and specifications therefor, containing such detail as is required below, except to the extent that the Architectural Control Committee has waived or reduced any such requirement in writing, and the Architectural Control Committee has approved in writing the plans and specifications so submitted. The Architectural Control Committee shall have the right in its sole discretion to waive any architectural review requirement. As a condition precedent to approval by the Architectural Control Committee, any dwelling, structure or other improvement must first receive any necessary approval(s) from the local public authority, which approval shall be provided to the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any such construction plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such plans and specifications, the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, modification or landscaping, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The Architectural Control Committee also, in its discretion, may require, as a condition to its approval of any plans and specifications, that the Co-owner agree to a special assessment against the Co-owner's Unit in the event that it determines that the proposed dwelling, structure or other improvement will cause the Association unusual expenses in carrying out its responsibilities under the Master Deed. The Developer, and any Builder which is an affiliate of the Developer, in its sole discretion, may construct any dwelling, structure or other improvement, or effect any landscaping, upon the Condominium Premises 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.

(b) Special Rules for Broadcast Antennas. The following three (3) types and sizes of antennas may be installed within the perimeter of the Unit, subject to the provisions of this Section and any written rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 9 of these Bylaws: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. Antenna installation on General Common Element areas is prohibited, unless established by the Association in its sole discretion as provided below. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna

masts, if any, may be no higher than necessary to receive acceptable quality signals, and may not extend more than twelve (12) feet above the roof line without pre-approval, due to safety concerns. A Co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this sub-paragraph 1(b) and all rules and regulations regarding installation and placement of antennas, installation may begin immediately; if the installation will not comply, or is in any way not routine in accordance with this Section and the rules and regulations, then the Association and Co-owner shall meet promptly and within seven (7) days after receipt of the notice by the Association, if possible, to discuss the installation. The Association may prohibit Co-owners from installing the aforementioned satellite dishes and/or antennas if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under Section 207 of the Federal Communication Commission ("FCC") rules. This Section is intended to comply with the rule governing antennas adopted by the FCC effective October 14, 1996, as amended by FCC Orders released September 25, 1998 and November 20, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, and this Section may be modified through rules and regulations promulgated by the Board of Directors pursuant to Section 9 of this Article VI.

2. MODIFICATIONS TO COMMON ELEMENTS. No Co-owner shall make any changes in, nor perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon, any of the Common Elements, Limited or General, without the express written approval of the Architectural Control Committee (which approval shall be in recordable form). The Architectural Control Committee may only approve such modifications as do not impair the soundness, safety, utility or appearance of the Condominium Project. The Architectural Control Committee shall have the authority to determine the nature and extent of the plans and specifications it shall require be submitted in each instance, giving consideration, inter alia, to the location, nature and potential visual impact of the proposed modification.

3. RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF APPROVED COMMON ELEMENT MODIFICATION OR IMPROVEMENT. If the proposed Common Element modification or improvement has been approved by the Architectural Control Committee in the manner required herein, the Co-owner shall be responsible for the maintenance and repair of such modification or improvement to the Common Elements. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and (except with respect to antennas referred to in Section 3, Part A, sub-paragraph 4(b) above) shall be obligated to execute a Modification Agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, sump pump, fire suppression system, or any other element that affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

B. ARCHITECTURAL CONTROL COMMITTEE.

1. NATURE AND PURPOSE. The Developer hereby establishes an Architectural Control Committee, which, except as otherwise expressly provided herein, shall have exclusive jurisdiction over the rights of architectural and construction approval and enforcement set forth in this Article VI. The Architectural Control Committee shall have broad discretion to determine whether a proposed dwelling, structure or other improvement described in sub-Section A. of this Section 3 will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purpose for any restriction. The Architectural Control Committee shall consist of at least one (1)

but no more than five (5) persons. Neither the Developer nor any member of the Architectural Control Committee shall be compensated from assessments collected from the members of the Association for the time expended in architectural control activities.

2. APPOINTMENT, REMOVAL AND JURISDICTION. The Developer shall have the exclusive right in its sole discretion to appoint and remove all members of the Architectural Control Committee until such time as certificates of occupancy have been issued for dwellings on one hundred percent (100%) of the Units in the Condominium. There shall be no surrender of this right prior to the issuance of certificates of occupancy of dwellings on one hundred percent (100%) of the Units in the Condominium, except by a written instrument in recordable form executed by the Developer and specifically assigning to the Association or a successor Developer the power to appoint and remove the members of the Architectural Control Committee. From and after the date of such assignment, or the date of the later expiration of the Developer's exclusive power of appointment and removal, the Architectural Control Committee shall be appointed by the Board of Directors of the Association, and the Developer shall have no further rights or responsibilities with respect to any matters of approval or enforcement set forth herein.

3. ARCHITECTURAL CONTROL FEE. In order to defray the actual and anticipated out-of-pocket expenses of the Architectural Control Committee in connection with architectural control activities, including the cost of review by an architect or engineer, if necessary, at the time of the closing upon the initial sale of each Unit in the Condominium, other than a sale by the Developer to a Builder, the purchasing Co-owner shall pay to the Developer, for the use and benefit of the Architectural Control Committee, the sum of Two Hundred Fifty Dollars ($250.00). The Developer may, in its sole discretion, by a signed writing waive or defer payment of the architectural control fee due with respect to any Unit. Funds received by the Developer for the use and benefit of the Architectural Control Committee need not be held in escrow, or segregated in any manner whatsoever, but records shall be maintained showing the receipt and expenditure of all such funds, and the Developer shall account as of the date of assignment for the balance remaining, if any, to any assignee (including the Association) of the Developer's rights under Paragraph 1 of this sub-section 3.B. Neither the Developer, its successor or assign, nor any member of the Architectural Control Committee shall be compensated from the funds so collected for the time so expended in architectural control activities.

4. ARCHITECTURAL CONTROL COMMITTEE DECISION.

(a) No approval by the Architectural Control Committee of any dwelling, structure, improvement or modification which violates any of the substantive restrictions set forth in this Section 3 shall constitute a waiver or estoppel to enforce such substantive restriction(s), except in cases where express written waivers have been granted by the Architectural Control Committee.

(b) The Architectural Control Committee may disapprove proposed locations, plans, specifications or construction scheduling based upon non-compliance with any of the restrictions set forth in this Section 3, or upon any other ground, including purely aesthetic considerations. The Architectural Control Committee shall take into account the preservation of trees and the natural setting in passing upon plans, specifications and the like. The Architectural Control Committee may disapprove any plan due to its reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the Unit, the materials used, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing which, in the judgment of the Architectural Control Committee, would render the proposed improvement or alteration inharmonious or out-of-keeping with the objective of the Developer or with improvements erected on other Units.

(c) In the event the Architectural Control Committee fails to approve or disapprove any plans, specifications and/or construction schedule within thirty (30) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in the Condominium Documents shall nevertheless apply and remain in force with respect thereto.

(d) Architectural Control Committee approval shall be deemed given if the plans, specifications and construction schedule submitted for approval are marked or stamped as having been finally approved by any one (1) member of the Architectural Control Committee.

5. NO LIABILITY. In no event shall the Architectural Control Committee, the Developer, the Association or any successor Developer, nor any of their respective members, owners, partners, directors, officers or agents, have any liability whatsoever to anyone for the Architectural Control Committee's approval or disapproval, or failure to approve or disapprove, of plans, specifications and/or construction schedule for any dwelling, structure or other improvement described in sub-Section A. of this Section 3, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall the Architectural Control Committee, the Developer, the Association or any successor Developer, nor any of their respective members, owners, partners, directors, officers or agents, have any liability to anyone for the Architectural Control Committee's approval of plans and specifications for any dwelling, structure or other improvement described in sub-section A. of this Section 3 which is not in conformity with the provisions of these Condominium Documents, or for disapproving plans and specifications for any dwelling, structure and/or other improvement described in sub-section A. of this Section 3 which may be in conformity with the provisions hereof. In no event shall any party have the right to contest judicially, or to impose liability on the Architectural Control Committee or its individual members, or upon the Developer, the Association or any successor Developer, or any of their respective members, owners, partners, directors, officers or agents, for any decision of the Architectural Control Committee (or alleged failure of the Architectural Control Committee to make a decision) relative to the approval or disapproval of a dwelling, structure or other improvement described in sub-section A. of this Section 3, or to any other aspect or matter which the Architectural Control Committee has the right to approve or waive under the Condominium Documents. The approval of the Architectural Control Committee of a dwelling, structure or other improvement described in sub-section A. of this Section 3 shall not be construed as a representation or warranty that the dwelling, structure or other improvement is in conformity with the ordinances or other requirements of the Township or any other governmental authority, or with any other law or statute. Any obligation or duty to ascertain any such conformities, or to advise the Co-owner or any other person of the same (even if known), is hereby disclaimed.

6. ENFORCEMENT. The Architectural Control Committee shall certify to the Board of Directors in writing any violation of the architectural control requirements of this Article as to which it has jurisdiction. The Board of Directors may, in its discretion, after giving notice of the violation to the Co-owner or Builder, as applicable, who is alleged by the Architectural Control Committee to be in violation of the architectural control requirement, and after providing opportunity to the Co-owner or Builder, as applicable, for a hearing before the Board with respect to such matter, exercise any of the remedies which are afforded the Association by these Bylaws or applicable law after a default in compliance with these Bylaws including, without limitation, any remedy which is described in Article XX below.

C. <u>SUBMISSION REQUIREMENTS FOR ARCHITECTURAL REVIEW OF DWELLINGS, STRUCTURES AND OTHER IMPROVEMENTS.</u>

1. PRELIMINARY SUBMISSION. Preliminary plans and specifications may first be submitted to the Architectural Control Committee for its review and informal comment.

2. FINAL APPROVAL SUBMISSION. Except insofar as they are inapplicable, or are in writing waived by the Architectural Control Committee, two (2) sets of all of the following plans, drawings and specifications, one of which shall be retained and permanently lodged with the Architectural Control Committee, must be submitted to obtain final review by the Architectural Control Committee of any dwelling, structure or other improvement:

(a) A topographic survey, sealed by a registered professional engineer or registered land surveyor, showing existing and proposed grades at: the curb top; property line; each corner and at fifty (50) foot intervals; the center of the Unit [at fifty (50) foot intervals]; fifty (50) feet off-site [at fifty (50) foot intervals]; brick ledge of adjacent homes; Unit lines; easement lines; existing utilities and structures (hydrant, manholes, catch basins, etc.); and shall show set-back lines, North arrow, scale,

benchmark (N.G.V. datum), the locations of all trees in excess of three (3") inches in diameter located between the front Unit line and the rear of the building zone, the proposed location of each building or structure and the proposed location of drives, parking areas and all areas of the Unit and adjacent properties which will be affected by the construction process;

(b) Complete plans and specifications sufficient to secure a building permit for a dwelling in the Township, including a dimensioned plot plan sealed by a registered architect and showing the Unit, the placement of all improvements with setback dimensions, the applicant's name, address and telephone number, the Unit number, proposed grades for the driveway, brick ledge of the proposed structure and drainage swales, utility services, driveway, drive approach material and drainage arrows;

(c) Front elevation, side elevations and rear elevation of the dwelling or structure, plus elevations of any walls, patios, gazebos, play structures, in-ground pools, hot tubs, jacuzzi, spas, decks, fences and any others similar accessory structure, all in sufficient detail to depict accurately all design features of each elevation;

(d) A perspective drawing, if deemed necessary by the Architectural Control Committee, in order to interpret adequately the exterior design;

(e) Specifications setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, paint, stain and shingle samples;

(f) A landscaping plan showing finished grading, and the size, type and location of plants, seeding and lighting, and including any patio or deck. The landscape design shall be compatible with the existing natural environment of the Condominium and the approved landscape design, if any, of all neighboring Units;

(g) A construction schedule;

(h) Any other data, drawings or material that the Architectural Control Committee requests in order to fulfill its function.

D. CONTRACTOR REGULATIONS. No Co-owner shall contract with any builder or contractor, except a Builder who has been approved by the Architectural Control Committee, for the construction of any dwelling, structure, improvement or related appurtenance, without the express written consent of the Architectural Control Committee. All Builders and their sub-contractors must adhere to requirements of this sub-section D. in order to establish or maintain their approval status:

1. WITHOUT PRE-APPROVAL. If a builder/contractor has not been previously approved by the Architectural Control Committee, the Co-owner must furnish to the Architectural Control Committee the following information, together with a written request to approve a builder/contractor: (1) a copy of the builder/contractor's residential builder's license; (2) a certificate of insurance which shall be satisfactory to the Architectural Control Committee in all respects and provide that any cancellation or substantive modification of coverage shall not be effective without thirty (30) days prior written notice to the Co-owner and the Architectural Control Committee; and (3) a resume of the builder/contractor's projects similar in nature to the proposed work.

2. PRE-CONSTRUCTION CERTIFICATE OF COMPLIANCE. Prior to the commencement of any construction or improvement within a Unit, the Co-owner shall supply the Architectural Control Committee with: (1) a certification by a duly licensed civil engineer or land surveyor verifying that the proposed improvements are to be properly located and are in accordance with the Plans previously approved by the Architectural Control Committee; and (2) copies of all required building and other permits and approvals.

3. ACCOUNTABILITY. The builder/contractor and landscaper shall designate a construction superintendent at the start of construction to be responsible for supervising adherence to the

Construction Regulations below and the other applicable provisions of the Condominium Documents of the Condominium.

E. RESTRICTIONS APPLICABLE TO DWELLINGS, STRUCTURES AND OTHER IMPROVEMENTS.

1. MAILBOXES. Each mailbox in the Condominium shall be approved as to size, style and appearance approved by the Architectural Control Committee and the Township branch of the United States Post Office.

2. USE OF UNITS. No building shall be erected, re-erected, moved or maintained upon any Unit, other than one (1) dwelling with an attached garage, as hereinafter provided. The dwelling shall be designed and erected for occupation as a private residence. An attached, private garage that provides space for not fewer than two (2) automobiles also must be erected and maintained for the sole use of the occupants of the dwelling.

3. UNIT WIDTH AND SETBACKS. Except insofar as in any specific instance the Township may grant to a Co-owner a variance, and the Architectural Control Committee may approve a lesser dimension and/or setback, the following Unit dimension and dwelling setback requirements shall apply in the Project:

(a) The width of all Units, measured at the front building line of the dwelling to be constructed thereon, shall be not less than one hundred feet (100').

(b) The dwelling to be constructed on a Unit shall be set back at least forty feet (40') from the Unit front boundary. In the event that a dwelling fronts upon two (2) streets, the side on which the main entrance is located shall be considered the "front" for the purposes of this subparagraph.

(c) The dwelling to be constructed on a Unit shall be set back at least thirty feet (30') from the Unit rear boundary; provided, that the rear setback of any dwelling constructed upon Units 73-76, 79 and 80 shall have a seventy (70') setback from the ordinary high water mark of South Ore Creek; provided further, that the Architectural Control Committee shall have the right (but not any obligation) to permit setbacks less than those which are established above if in its sole judgment the grade, soil or other physical conditions pertaining to a Unit justify such a variance, provided that any such variance shall be conditional upon the Co-owner also obtaining any necessary approval or variance from the Township. Any setback variance so granted by the Architectural Control Committee and, if required, the Township shall constitute a valid waiver of this restriction.

(d) The dwelling to be constructed on a Unit shall have a minimum width, measured at the front building line, of fifty-five feet (55'), shall be set back at least ten feet (10') from each Unit side boundary so that there is an aggregate side yard setback of not less than twenty feet (20').

4. CHARACTER AND SIZE OF DWELLINGS. No dwelling with a living area of less than: (a) two thousand five hundred (2,500) square feet in the aggregate, in the case of a "one-story" or "ranch-style" dwelling; or (b) two thousand (2,000) square feet on the entry or first level, in the case of a "one and one-half story" or "two-story" dwelling, shall be permitted on any Unit. All computations of square footings for determination of the permissibility of erection of a dwelling shall be exclusive of basements (including walkout basements), garages, porches and terraces.

5. DWELLING EXTERIOR CONSTRUCTION AND SURFACE MATERIALS. The exterior of all dwellings must be completed as soon as practical after construction commences, and in any event within twelve (12) months, except where such completion is impossible or, as determined by the Architectural Control Committee, in its sole discretion, would result in undue hardship to the Co-owner or Builder due to strikes, fires, unavailability of materials, natural calamity or national emergency. The visible front, side and rear (but only below the bottom of the second floor level on a "two-story" dwelling) exterior walls of all dwelling structures shall be brick, stone or wood siding (but no yellow or white brick shall be allowed). The use of any other exterior surface building material shall first be approved by the Architectural Control Committee. No aluminum, vinyl or T-111 siding or metal windows are permitted. The use of cement block, slag, cinder block, imitation brick, asphalt and/or

any type of commercial or aluminum siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls. Walkout basements are permitted; provided, that the visible exterior of the dwelling from grade level to entry level shall be finished in brick or stone. The Architectural Control Committee may grant such exceptions to this restriction as it deems suitable.

6. CHIMNEYS. Each chimney must exhaust above the peak of the roof section through which or abutting which such chimney is installed (as applicable) as determined by the Architectural Control Committee. Each chimney located on the front, side or rear of a dwelling shall be of masonry exterior construction its entire height to the foundation footing; provided, that the exterior of a chimney that direct vents through the roof of the dwelling must be finished with a masonry material which matches the primary brick color of the residence. Each chimney shall have flues lined through the entire height with standard clay lining or other fire resistant material. No pre-fabricated chimneys may be installed or maintained if they are installed on the outside of the dwelling and are finished with masonry from the foundation for their entire height. Direct vented fireplaces which do not require a chimney only may be installed and maintained within a dwelling with the venting penetrating a rear or side wall on the first floor or a rear wall on the second floor. No such direct vented fireplace may be installed or maintained with venting which is visible from the street. All vents must be painted the same color as the exterior of the wall on which they are installed and must be screened by landscaping approved by the Architectural Control Committee so as to be as unobtrusive as possible and not be visible from adjacent Units.

7. GARAGES AND DRIVEWAYS. Weather permitting, prior to a dwelling being occupied, the Unit shall have constructed on it an asphalt or interlocking brick paver driveway in the location approved by the Architectural Control Committee, which driveway shall at all times be maintained and kept in good repair. In the event that the asphalt plants are then closed, or for any other reason weather conditions do not then permit driveway construction, the driveway shall be constructed within thirty (30) days after the asphalt plant opens or such adverse weather conditions cease, as applicable. Developer reserves the right at any time to change the driveway location as to any Unit or Units. Side entry garages are required, subject to the right of the Architectural Control Committee to approve a front entry garage for any Unit if the Architectural Control Committee determines that to be preferable due to the inadequacy of the turning radius and access to the garage and the driveway's location upon the Unit relative to the nearest Unit boundary; provided, that the Architectural Control Committee only may approve a request for a front entry garage only if a majority of the Units in the Condominium shall have been approved and maintained with side entry garages, giving consideration to the approval of the current request for front entry garage. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

8. WELLS. No well shall be dug, installed or constructed on any Unit.

9. INSTALLATION OF SANITARY SEWER GRINDER PUMP. The Co-owner of each Unit (including any Builder which acquires fee title to or the interest of a land contract vendee in the Unit) shall be responsible for the installation of the grinder pump and lateral sanitary sewer line in conformance with the requirements of the Township including, without limitation, by personnel trained and approved by the Township. The grinder pump and lateral sanitary sewer line shall be Common Elements only if, and for so long as, the Township has not assumed the responsibility for their operation, inspection, maintenance and repair.

10. CLEAR VISION EASEMENTS. No dwelling, structure or improvement, including any tree or other landscaping, shall be constructed or installed within any area that is designated and/or depicted on the Condominium Subdivision Plan as a "Clear Vision Easement" within the meaning of Article X of the Master Deed.

11. UTILITY EASEMENTS. No dwelling, structure or other improvement may be constructed or maintained over or on any underground television cable, sewer lines, water mains, drainage lines, surface drainage swales or any other utility easement; however, after the aforementioned utilities have been installed, plants, fences (where permitted) and other improvements within the Unit and not inconsistent with the terms, covenants and conditions of such easement shall be allowed, so long as

they do not violate the provisions of this Article VI, Section 3, do not interfere with, obstruct, hinder or impair the drainage plan of the Condominium and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities.

12. SHORELANDS. No building or structure, except a boat dock permitted by this Article VI, shall be located within the lands extending between both side boundaries of a Lakefront Unit and from the ordinary high water mark of Brighton Lake [nine hundred and three-tenths feet (900.3') above mean sea level N.G.V. datum] for a distance of ninety feet (90') from the lake shore (hereinafter, the "Shorelands"). The Co-owner of each Lakefront Unit shall maintain a natural vegetative buffer of trees and shrubs adjacent to Brighton Lake within that portion of the Shorelands which extends the entire width of the Lakefront Unit measured at the intermediate traverse line to a depth from said ordinary high water mark of Brighton Lake to the lesser of seventy (70') feet or the distance between the intermediate traverse line and the nearest part of a dwelling constructed on the Lakefront Unit in conformance with the preceding sentence. Within the vegetative buffer strip, no more than the lesser of (i) twenty percent (20%) and (ii) twenty (20) feet in the aggregate of the Lakefront Unit's lake frontage may be cleared of trees and shrubs to afford lake access, provided such clearing does not cause excessive erosion and sedimentation of Brighton Lake or the lake shore. The cleared area must be landscaped in accordance with plans that are approved by the Architectural Control Committee pursuant to Part B. of this Article VI, above, which may grant or deny approval in its sole discretion. The Brighton Lake access and landscaping of the cleared area must (i) substantially incorporate naturally occurring materials, such as vegetative ground cover, sand, native plant materials and the like, and (ii) be compatible with the existing natural environment as defined by the Architectural Control Committee.

13. TEMPORARY STRUCTURES. Trailers, tents, shacks, barns and other temporary buildings of every description whatsoever are expressly prohibited, and no temporary occupancy shall be permitted in unfinished dwellings. However, the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the Condominium Premises upon completion of the building, is permitted.

14. FENCES. Any fences permitted herein below must be contiguous with any fence located on adjacent Units.

(a) No fence, wall or solid hedge may be erected, grown or maintained in front of the front building line of any Unit; provided, however, that low ornamental fencing acceptable to the Architectural Control Committee may be erected along the front lot line in architectural harmony with the design of the house. Chain link fences are prohibited. The side lot line of each corner Unit which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines.

(b) No fence or wall may be erected or maintained on or along the side lines of any Unit and/or on or along the rear line of any Unit, except that fences which are required by local ordinance to enclose swimming pools and fences used for dog runs or pens which comply with the requirements of Article VI, Section 6 of these Bylaws shall be permitted.

15. DOCKS, BOATHOUSES, SHEDS AND/OR OTHER STRUCTURES ON LAKEFRONT UNITS; NO DREDGING OR OTHER ALTERATION FOR LAKE ACCESS. No boathouses, sheds or other structure of any kind, either temporary or permanent, shall be constructed, installed or otherwise permitted on any Unit or upon the adjacent General Common Elements. Subject to compliance with the other provisions of these Bylaws pertaining to the installation or construction of improvements or exterior modifications, the Co-owner of a Lakefront Unit shall be entitled to construct only one (1) seasonal dock of a standard design to be approved by the Architectural Control Committee. The location, length and width of the dock shall be determined by the Architectural Control Committee in its sole discretion; provided, that the dock shall not be located any closer than twenty (20) feet to the side boundary line of the Lakefront Unit, except that in the case of Units 4 and 7 a dock may be located not closer than fifteen (15) feet from the Unit side boundary line. The Co-owner of a Lakefront

Unit, at his sole cost and expense, may install an approved dock in the spring in any year, but shall remove that dock in the fall of that same year. Permanent, semi-permanent or temporary docks, slides, rafts, boat hoists, boat lift stations and similar improvements, equipment and fixtures are specifically prohibited.

The Co-owner of each Lakefront Unit at all times, at his sole cost and expense, shall maintain his dock and the associated lakefront area of his Lakefront Unit in an attractive, neat and clean condition and appearance and in compliance with the terms of the Condominium Documents. Fixtures, furnishings, equipment (including, without limitation, barbeques, clothing, towels, inflatable rafts, beach toys, bathing suits and hoses), ornaments, signs, canopies, awnings or decorations of any kind may not be installed, located, placed or maintained on any dock. When not in use, clothing, towels, inflatable rafts, beach toys, bathing suits, hoses and other similar beach items shall be removed from the dock and associated lakefront area and appropriately stored. No "For Sale" sign advertising a Unit may be placed upon a dock.

The Co-owner of a Lakefront Unit may not grant any easement, license or other right of way through, over or across his Lakefront Unit or dock for the purpose of lake access. The construction of a canal, channel or other artificial lake access waterway is specifically prohibited.

The Co-owner of a Lakefront Unit desiring to dredge or otherwise alter the lakebed, or to construct or install any seawall or other modification to the Brighton Lake frontage of his Lakefront Unit, shall submit his plans and application to the Architectural Control Committee for approval prior to their submission to the Michigan Department of Environmental Quality ("MDEQ"), if required by the Inland Lake and Streams Act, being MCL 324.30101 *et seq.*, or any successor statute. The Architectural Control Committee may approve or deny such plans, or require modifications thereof, in its sole discretion. Once approved by the Architectural Control Committee, the Co-owner of the Lakefront Unit may submit his plans and application to the MDEQ in order to obtain a permit for the approved activity. When and if the MDEQ authorizes and issues a permit for such activity, the Co-owner of the Lakefront Unit shall provide evidence of same to the Architectural Control Committee prior to the onset of any activity permitted by this paragraph.

16. SIGNS. All signs and billboards are subject to the architectural control requirements of this Section 3. No sign or billboard shall be placed, erected or maintained on any Unit, including within the dwelling constructed upon the Unit, if visible from outside the Unit, except for one sign advertising the Unit, or the Unit and dwelling, for sale or lease, which said sign shall have a surface or not more than five (5) square feet and the top of which shall be not more than three (3) feet above the ground; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be a combination of black and gold colors and shall be kept clean and in good repair during the period of its maintenance on the said Unit, and shall in no event be placed and maintained nearer than twenty-five (25') feet from the front lot line.

17. GENERAL CONDITIONS.

(a) No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one (1) week. No trash shall be burned on any Unit.

(b) Each Unit and its surrounding street pavements and Common Elements shall be kept clean and free from garbage, refuse, soil runoff and other materials and debris. The restriction of this subparagraph (b) shall apply both to Builders during the period of house construction and to subsequent Co-owners of the Unit.

(c) All homes shall be equipped with electric garbage disposal units in the kitchen.

(d) A construction trailer and construction vehicles may be maintained by each Builder offering new houses for sale, but only during the period when new houses are under construction in the Condominium by that Builder.

(e) The grade of any Unit(s) may not be changed without the written consent of the Township and the Architectural Control Committee. This restriction is intended to prevent interference with the master drainage plans for the Condominium.

(f) No "through the wall" air conditioners may be installed on the front wall or on any side wall or window of any dwelling. Outside compressors for central air conditioning units may be located only in the rear yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.

(g) No above-ground swimming pools may be erected or installed, and no in-ground swimming pool may be built which is higher than one (1) foot above the existing Unit grade.

(h) 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.

18. DESTRUCTION OF DWELLING OR STRUCTURE BY FIRE. All debris resulting from the destruction in whole or in part of any dwelling or other structure on a Unit shall be removed from such Unit with all reasonable dispatch in order to prevent an unsightly condition.

19. STREET TREES AND LANDSCAPING. The Unit Co-owner (including land contract and option purchasers of Units) shall be responsible to plant two (2) canopy trees, each with a minimum caliper of two and one-half inches (2-1/2") along the frontage on each Unit owned (or purchased on land contract or option), except that existing trees with a minimum caliper of two and one-half inches (2-1/2") may be substituted with the prior approval of the Architectural Control Committee provided that the Architectural Control Committee is satisfied that adequate measures have been taken and will be maintained that will assure their preservation. All such street trees shall be a species of canopy tree approved in advanced by the Architectural Control Committee, and shall conform with any applicable requirements of the Township's zoning ordinance. All street trees shall be placed in locations approved by the Architectural Control Committee in its sole discretion; provided, that no street tree shall be planted within a Clear Vision Easement. When planted, each street tree shall be approximately equidistant from the other street trees on the Unit and the street trees located (or to be located) on the Unit(s) adjacent to the Unit on which the trees are planted. Landscaping in accordance with the approved landscaping plan, including finish grading or sodding, must be completed within ninety (90) days after the closing of the sale of a newly-constructed dwelling, or occupancy, whichever is sooner. If, however, such closing or occupancy occurs after September 1 of any year, then the Unit shall be sodded and appropriately landscaped in accordance with the approved landscaping plan by June 1 of the following year. Each Co-owner shall maintain and replace the approved landscaping on the Unit and the street tree planted in the street right of way adjacent to the Co-owner's Unit as provided in this paragraph 19. In the event any street tree dies, the Co-owner of the Unit immediately adjacent to the right-of-way in which the street tree is planted shall replace the dead tree with the same or a different species of canopy tree approved in advance by the Architectural Control Committee, in the minimum size required by the Township, at the Co-owner's sole cost and expense. If the Co-owner fails to make such a replacement within thirty (30) days after written request to do so from the Architectural Control Committee or the Association, the Architectural Control Committee or the Association may replace the tree and assess the Co-owner the cost of replacing the dead tree. Any such special assessment shall be a lien on the Co-owner's Unit as provided in Article II of these Bylaws. The Association shall not be obligated to replace dead trees pursuant to this paragraph 19, any rights exercised hereunder being entirely at the discretion of the Association. At the closing of each Unit sale by the Developer or its successors, each Co-owner will post a bond acceptable to the Architectural Control Committee sufficient to cover the Co-owner's obligations for landscaping and street trees.

20. EROSION CONTROL. Each Co-owner of a Unit shall ensure that all reasonable erosion prevention measures are implemented and maintained in order to ensure that soil and other debris does not enter wetlands, sewer lines, manholes, catch basins and retention basins serving or located within the Condominium (collectively, the "Storm Sewer Improvements"), and shall install soil erosion control fencing (including, without limitation, soil erosion control fencing around the perimeter of the Unit from the time that construction or grading commences on the Unit until such time as grass has grown in

sufficiently on the Unit to end the threat of soil erosion) on such Unit in order to keep sediment and other runoff out of the streets in the Condominium. In the event that the Developer or the Association is notified by a governmental agency having jurisdiction over the Storm Sewer Improvements that the Storm Sewer Improvements need to be cleaned or serviced due to a build-up of sediment or other debris, the Developer or the Association may contract for such cleaning or servicing and charge each Co-owner of a Unit in the Condominium a pro-rata share of the cost of the same in common with other Co-owners of Units, such that the Co-owners shall pay the full cost incurred by the Developer or the Association for such cleaning and servicing. Any retaining wall located on a Unit must be properly maintained, repaired or replaced by the Unit Co-owner as necessary in order to ensure that erosion is minimized and controlled. All costs incurred under this sub-section may be may be assessed to and collected from the Co-owners in the manner provided in Article II hereof.

Section 4. Activities.

(a) **In General.** 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. 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, sling shots, illegal fireworks, or other similar dangerous weapons, projectiles or devices.

(b) **Watercraft and Other Motorized Water Vehicles.** The Co-owner of each Dock Privilege Unit shall be allowed to maintain a maximum of two (2) privately owned non-motorized watercraft on his Dock Privilege Unit, or one (1) non-motorized watercraft and one (1) watercraft propelled by a single, small electric motor. Any other type of motorized water vehicle, including without limitation, any watercraft powered by an internal or external combustion engine or "jet"-type motor, any gasoline, air, fan, blower or jet propulsion device or any other type of high performance water vehicle (including, for example, jet skis, jet boats or waverunners) is specifically prohibited. All persons using watercraft upon Brighton Lake must obey all applicable federal, state or local laws regarding the operation of boats and other watercraft.

When not in use, all watercraft must be docked or moored in such manner and at such location as the Board of Directors shall establish pursuant to rule promulgated in accordance with Article VI, Section 11; provided, that all watercraft must be docked, stored or otherwise maintained solely and completely within the limits of the side boundaries of the Dock Privilege Unit extended into Brighton Lake. All lines, sails, tarps, life jackets and other similar items shall be properly stowed and secured.

Trailers may be used to launch watercraft into Brighton Lake or for removal from Brighton Lake; provided, that such trailers shall be so used only at specific locations identified by the Architectural Control Committee.

Maintenance or repair work may not be performed on any boat while that boat is moored or docked in Brighton Lake, but routine cleaning of a boat shall be permitted. The only cleaning soaps or detergents which may be used shall be non-phosphate and biodegradable. Flammable, combustible or explosive materials are not permitted. The following are not permitted within that portion of Brighton Lake that is within the boundaries of the Condominium extended into Brighton Lake or any other portion of the Pine Creek Ridge Development:

i.) Cooking devices of any type in or on any watercraft.

ii.) Hazardous devices on any watercraft, including fireworks.

iii.) Discharging any litter, sewage, pollutant, contaminant or other material into Brighton Lake.

iv.) Mooring or docking of any private watercraft owned by a Landbound Owner.

Section 5. Pets and Animals. No farm animals, livestock, reptiles or exotic animals, and no savage or dangerous animals, shall be kept, bred or harbored on any Unit. No domesticated animal, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association, except that a Co-owner may maintain two (2) domesticated dogs or two (2) domesticated cats, or one of each, in his dwelling. No animal may be kept or bred for any commercial purpose. Any animal 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 a Unit, unless in a dog run or pen, or upon the Common Elements, and any animal shall at all times be leashed and attended in person by some responsible person while on the Common Elements. No dog runs or pens shall be permitted to be erected or maintained unless the prior written approval of the Architectural Control Committee is obtained in accordance with Section 3 of this Article VI and same are located within the rear yard (only) adjacent to a wall of the main dwelling or garage and facing the rear of the Unit, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. Any Co-owner who causes any animal to be brought or kept upon the Condominium Premises shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the Condominium Premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept on any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided 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 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. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium that it determines is in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for the violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section shall not include small, domesticated animals that are constantly caged, such as small birds or fish.

Section 6. Aesthetics. The Common Elements shall not be used for the 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, except that building materials may be stored on the Co-owner's own Unit during the construction period of the home. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. Laundry shall not be hung on any Unit. No unsightly condition shall be maintained on any Unit, and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use, except as may be provided in 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. In general, no activity shall be carried on nor condition maintained by the Co-owner within the perimeter of his Unit or upon the Common Elements that is detrimental to the appearance of the Condominium.

Section 7. Use and Maintenance of Open Space Areas and Wetlands. The Open Space Areas and General Common Element private roads and sidewalks shall not be obstructed in any way, nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Open Space Areas or the General Common Element private roads and sidewalks, except as may be provided in duly adopted rules and regulations of the Condominium. The use of any amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that the use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of

the Association and their immediate family members and to the tenants, land contract purchasers and/or other nonCo-owner occupants of dwellings in which the Co-owner does not reside; provided, further, however, that the nonresident Co-owners of such Units are members in good standing of the Association.

The Board of Directors from time to time may undertake, supervise and/or control such programs of use, maintenance and/or restoration of the Open Space Areas as it determines are necessary to comply with the Township Open Space Community Ordinance or appropriate in order to preserve the desirable features of the natural environment or to restore previously existing features of the environment of the Open Space Areas which may have deteriorated. Any maintenance or restoration shall be conducted after approval, if applicable, by the Michigan Department of Natural Resources or the Township, or such other approval as is required by applicable law, including Part 303 of the Natural Resources Environmental Act, MCL 324.30301 et. seq., and the Inland Lakes and Streams Act of 1972, P.A. 1972, No. 346, as amended, or their successor enactments.

No dwellings, accessory buildings, decks or other structures or any other improvements shall be permitted within the twenty-five (25) foot fringe area around any wetlands area, as designated or depicted on the Condominium Subdivision Plan. No aerators, fountains or other devices shall be installed in any regulated wetland or natural feature areas. Co-owners, nonCo-owner residents, their guests, invitees and licensees shall not disturb the integrity of the wetlands and natural feature areas. Compliance with these restrictions by the Co-owners, nonCo-owner residents, their guests, invitees and licensees shall be enforced by the Association and all costs of enforcement shall be assessed against the responsible Co-owner in accordance with Section 17 of this Article VI. Notwithstanding the enforcement responsibility of the Association, the enforcement measures shall not preempt or preclude enforcement by the Township and the Co-owner of any Unit that contains any regulated wetland area shall, in addition to complying with the Condominium Documents, including the architectural control provisions of this Article VI, obtain the permission of the Michigan Department of Environmental Quality for any activity, including construction, within, over, across or under said regulated wetlands. Nothing in the Condominium Documents shall be construed to limit the authority of the Michigan Department of Environmental Quality to regulate wetlands under applicable law or regulation, or to excuse any Co-owner from the responsibility to comply with applicable laws and regulations by reason of the Co-owner having complied with the requirements of the Condominium Documents.

The following uses and practices, though not an exhaustive recital of consistent uses and practices, have been determined by the Township Open Space Community Ordinance to be consistent with its intent and purpose and, therefore, the Developer has determined that they shall be considered desirable and not prohibited within the Open Space Areas of the Condominium:

(a) An established system of low-impact hiking and observation trails constructed through or over wetlands or wetland buffer Open Space Areas (subject, as to wetlands, to the approval of the Department of Natural Resources in accordance with applicable law);

(b) The right of resident Co-owners who are members in good standing of the Association, and their immediate family members, or the tenants, land contract purchasers and/or other nonCo-owner occupants of dwellings in which the Co-owner does not reside, to use Open Space Areas for passive recreation and hiking along an established Open Space Area trail system; and,

(c) The removal of dead or dying vegetation and debris within the Open Space Areas so that enjoyment of the Open Space Areas by resident Co-owners who are members in good standing of the Association, and their immediate family members, or the tenants, land contract purchasers and/or other nonCo-owner occupants of dwellings in which the Co-owner does not reside, may be enhanced and, if considered desirable by the Board of Directors, the replacement of removed vegetation with native plant materials.

The following uses and practices, though not intended to be an exhaustive recital of inconsistent uses and practices, have been determined by the Township Open Space Community Ordinance to be inconsistent with its intent and purpose and, therefore, are prohibited within the Open Space Areas of the Condominium:

(a) Any commercial or industrial use or activity within the Open Space Areas;

(b) The construction of any building, structure or other improvement, including utility poles, except in connection with the construction of a trail system as described above;

(c) The dumping or other disposal of any refuse in the Open Space Areas;

(d) Any use or activity that causes or presents a substantial risk of causing soil erosion;

(e) The cutting of live trees or other plant materials, except as necessary to control or prevent imminent fire hazard or to restore natural habitat areas or promote native vegetation;

(f) The construction, maintenance or erection of any signs or billboards within the Open Space Areas, except for non-obtrusive trail signs of any type and character consistent with a system of natural trails;

(g) The use of off-road vehicles, whether self-propelled or powered by engines;

(h) The filling, dredging or diking of wetlands or wetland buffer areas;

(i) Chemical spraying of emergent wetland vegetation except to protect native plant materials; and,

(j) The introduction of non-native plant or animal species that may compete with or result in the decline or elimination of native species of plants and animals.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles, motorcycles, vehicles and trucks which are designed and used primarily for personal transportation purposes, may be parked or stored upon the premises of the Condominium, unless enclosed in the Co-owner's garage with the door closed or in such other area as may be specifically approved by the Association or parked in an area specifically designated therefor by the Association. Nothing herein contained shall be construed to require the Association to approve the parking or storage of such vehicles or to designate an area therefor. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking or storage of such vehicles or to designate an area therefor. A Co-owner may not maintain more than three (3) vehicles upon the Condominium Premises unless the Board of Directors specifically approves in writing otherwise. Co-owners must park their vehicles in their Unit garage or upon their Unit driveway, only, unless the Board of Directors has specifically approved otherwise in writing and/or as may otherwise be set forth in rules and regulations promulgated pursuant to Article VI, Section 9 hereof. Any non-assigned parking areas shall be reserved for the general use of the members and their guests. Commercial vehicles and trucks (except trucks designed and used primarily for personal transportation as herein provided) shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two (2) axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business. Noncommercial trucks such as Suburbans, Blazers, Bravadas, Jeeps, GMC's/Jimmy's, Expeditions, Explorers, pickups, vans, and similar vehicles that are designed and used primarily for personal transportation shall be permissible, except as may be otherwise prohibited herein. Non-operational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. The Association may cause vehicles parked or stored in violation of this Section to be removed from the Condominium Premises and the cost of such removal may be assessed to and collected from the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof without liability to the Association. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 9. Rules and Regulations. Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use and operation of the Condominium may be made and amended from time to time by the Board of Directors of the Association, including the First Board of Directors (or its successors appointed by the Developer prior to the First Annual Meeting of the entire Association held as provided in Article X, Section 2 of these Bylaws). Copies of all such rules and/or regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such rule or regulation or amendment

may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners, except that the Co-owners may not revoke any rule or regulation prior to the First Annual Meeting of Members.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. This right of access shall include, without any implication of limitation, the right of the Association to obtain access to the Unit (but not the dwelling constructed upon the Unit) during reasonable hours and upon reasonable notice if necessary in order to monitor, inspect, maintain, repair or replace water meters and sprinkler controls and valves located therein. The Association or its agents shall also have access for such purposes to each Unit (but not the dwelling constructed upon the Unit) at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium. In the event it is necessary for the Association to gain access to a Unit to make repairs or prevent damage to the Common Elements or to another Unit, or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the manner provided in Article II above of these Bylaws.

Section 11. Disposition of Interest in Unit by Sale or Lease. No Co-owner may dispose of a Unit, or any interest therein, by a sale or lease without complying with the following terms or conditions:

(a) Notice to Association; Co-owner to Provide Condominium Documents to Purchaser or Tenant. A Co-owner intending to make a sale or lease of a Unit, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed and other documents referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the Condominium Documents.

(b) Developer, Builder and Mortgagees not Subject to Section. Neither the Developer nor any Builder shall be subject to this Section 11 in the sale or, except to the extent provided in Article VI, Section 2(b), the lease of any Unit that it owns. The holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, also shall not be subject to the provisions of this Section 11 in the sale or, except to the extent provided in Article VI, Section 2(b), the lease of such Unit.

Section 12. Co-owner Maintenance. Each Co-owner shall maintain his Unit, dwelling and all other structures and improvements located thereon, together with any Limited Common Elements appurtenant thereto for which he has maintenance responsibility, in a safe, clean and sanitary condition. In the event a Co-owner fails to properly maintain, repair or replace an item for which he or she has maintenance, repair and/or replacement responsibility under the terms of the Master Deed, these Bylaws or any other Condominium Document, the Association may, in the sole discretion of the Board of Directors and at its option, perform any such maintenance, repair and replacement following the giving of three (3) days written notice thereof to the responsible Co-owner of its intent to do so (except in the case of an emergency repair with which the Association may proceed without prior notice). The Association may assess the costs thereof to the Co-owner of the Unit as provided in Section 15 of this Article VI. The aforestated right of the Association to perform such maintenance, repair and replacement shall not be deemed an obligation of the Association, but, rather, is in the sole discretion of the Board of Directors. Each Co-owner shall also use due care to avoid damaging any of the Common Elements. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common

Elements by him, or his family, guests, tenants, land contract purchasers, 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 full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 13. Developer's and Builder's Rights to Furtherance of Development, Construction and Sale. None of the restrictions contained in this Article VI (with the exception of the restrictions of Section 12 above) shall apply to the commercial activities or signs or billboards, if any, of the Developer, or of any designee of the Developer, during the Development, Construction and Sales Period, or of the Association in furtherance of its powers and purposes set forth herein and/or in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer, and each person so designated by the Developer, shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development, construction and sale of the entire Condominium by the Developer and each person so designated by the Developer, and/or the development, sale or lease of other off-site property by the Developer or its affiliates, and Developer may continue to do so during the entire Development, Construction and Sales Period and the warranty period applicable to any Unit. The Developer, and every person so designated by the Developer, shall restore the area so utilized to habitable status upon termination of use.

Section 14. Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of an attractive, 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 which it may assign this right by a signed writing recorded in the Livingston County Register of Deeds, at its 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, or any such assignee, shall have the right, but not the obligation, to enforce these Bylaws throughout the Development, Construction and Sales Period, notwithstanding that it may no longer own any Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws. If the Developer, or any such assignee, is successful in such action against the Association or a Co-owner who is in default in compliance with these Bylaws, the Developer, or any such assignee, shall be entitled to recover its litigation and pre-litigation attorneys' fees and all of its costs incurred in connection therewith. Unless the Developer, or any such assignee, has given its written consent, the failure or delay of the Developer or such assignee to enforce these Bylaws shall not constitute a waiver of the right of the Developer to enforce the Bylaws in the future. The provisions of this Section 14 shall not be construed to be a warranty or representation of any kind regarding the physical condition of the Condominium.

Section 15. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorneys fees incurred by the Association, or the Developer, as the case may be, in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 9 of these Bylaws, and any costs, expenses, and attorneys' fees incurred in collecting said costs, damages, and any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII
JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article VII.

(g) The litigation attorney's legal theories for recovery of the Association.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of litigation evaluation meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 5. Co-owner Vote Required. At the litigation evaluation meeting, the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) and the retention of the litigation attorney shall require approval by sixty-six and two-thirds percent (66 2/3%) of all Co-owners. In the event the litigation attorney is not approved, the entire litigation attorney evaluation and approval process set forth in this Article VII shall be conducted prior to the retention of another attorney for this purpose. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Section 1 through 10 of this Article VII shall be paid by special assessment of the Co-owners ("litigation special assessment"). Notwithstanding anything to the contrary herein, the litigation special assessment shall be approved at the litigation evaluation meeting by sixty-six and two-thirds percent (66 2/3%) of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article VII, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney or the Association, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association and these Bylaws, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners and shall be governed by the requirements of this Article VII. The requirements of this Article VII will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and the Developer shall have standing to sue to enforce the requirements of this Article VII. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance to recommend to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(1) It is in the best interests of the Association to file a lawsuit;

(2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

(3) litigation is the only prudent, feasible and reasonable alternative; and

(4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:

(1) the number of years the litigation attorney has practiced law; and

(2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The litigation attorney's proposed written fee agreement.

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

(a) the status of the litigation;

(b) the status of settlement efforts, if any; and

(c) the attorney's written report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

Section 11. Constructive Notice of Article. These Bylaws, from and after their recording in the office of the Livingston County Register of Deeds, shall constitute constructive notice of the requirements and limitations of this Article VII to all Co-owners, mortgagees and other persons who subsequently acquire an interest in any Unit.

ARTICLE VIII
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 shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit and co-owners shall be deemed to specifically authorized said action pursuant to these Bylaws. The Association shall give to the holder of any first mortgage covering any Unit written notification of any other 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 a Unit 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 IX
VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each 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 a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with Article X, Section 2, except as specifically provided in Article X, Section 2. 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 IX below or by a proxy given by such individual representative except as otherwise provided herein in Article III, Section 4 above. 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 vote for each Unit 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, sign petitions and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, limited liability partnership, limited liability company, 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, but shall not be permitted to serve as an officer or director of the Association.

Section 4. Quorum. The presence in person or by proxy of thirty-five percent (35%) 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 provided herein to require a greater quorum or where voting in person is required by the Bylaws. The written absentee ballot 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 ballot is cast except where prohibited herein.

Section 5. Voting. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy, except as otherwise provided herein in Article III, Section 4 above. Proxies and any absentee ballots 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 percent (50%) of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority herein above set forth and may require a designated percentage of all Co-owners and may require that votes be cast in person.

ARTICLE X
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 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 either before or after more than fifty percent (50%) in number of the Units that may be created in Pine Creek Bluffs Condominium have been conveyed 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 percent (75%) in number 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 any Unit in the Condominium, whichever first occurs. The 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 that the Developer is permitted by the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the month of May each succeeding year after the year in which the First Annual Meeting is held, on such date and 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 XII 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. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held or at the request of the Developer. A Co-owner must be eligible to vote at a meeting of members to validly sign a petition. 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 of 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, except for the Litigation Evaluation Meeting which notice requirements are prescribed in Article VII, Section 2 above. 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 IX, Section 3 above shall be deemed notice served. In lieu thereof, said notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-owner is a resident of the Unit. Electronic transmittal of such notice, such as facsimile, E-mail and the like, may be deemed notice served in the sole discretion of the Board so long as written or electronic confirmation of receipt of the notice is returned to and received by the Association from the designated voting representative. 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 to attempt to obtain a quorum.

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 inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a 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 of the Association (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members, except for litigation referenced in Article III and Article VII above. Written consents may be solicited in the same manner as provided in Section 4 of this Article X above for the giving of notice of meetings of members. Such solicitation may specify the percentage of consents necessary to approve the action, and the time by which consents must be received in order to be counted. The form of written consents shall afford an opportunity to consent (in writing) to each matter and shall provide that, where the member specifies his or her consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period specified in the solicitation of a number of written consents which equals or exceeds the minimum number of votes which would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted.

Section 9. Consent of Absentees. The transactions of any meeting of members, either annual or special, except the litigation evaluation meeting discussed in Article VII herein above and the litigation approval discussed in Article III, Section 4 above, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, 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 to truthfully evidence the matters set forth therein. A recitation in 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 XI
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 one-third (1/3) of the Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) in number of the non-Developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. 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 the Co-owners. A chairman of the Committee shall be selected by the members. 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 XII
BOARD OF DIRECTORS

Section 1. Qualifications of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association or the officers, partners, trustees, employees or agents of Association members which are corporations, limited liability companies, partnerships or other legal entities), except that the foregoing shall not apply to the first Board of Directors designated in the Articles of Incorporation of the Association or any successors thereto appointed by the Developer. Good standing shall be deemed to include a member who is current in all financial obligations owing to the

Association and who is not in default of any of the provisions of the Condominium Documents. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors shall be comprised of one (1) person and such 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. Immediately prior to the appointment of the first non-Developer Co-owner to the Board, the Board shall be increased in size to five (5) persons. Thereafter, elections for non-Developer Co-owner directors shall be held as provided in sub-sections (b) and (c) below. The directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) in number of the Units that may be created, one (1) of the five (5) directors shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) in number of the Units that may be created, two (2) of the five (5) directors shall be elected 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 or directors, as the case may be. Upon certification by the Co-owners to the Developer of the directors so elected, the Developer shall then immediately appoint such director or directors 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 percent (75%) in number of the Units, the non-Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) in number of the Units that may be created in the Condominium or as long as ten percent (10%) in number of the Units remain that may be created. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly 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 Condominium, 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 not reduce, the minimum election and designation rights otherwise established in sub-paragraph (i) of this sub-section. Application of this sub-paragraph 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 sub-paragraph (ii), or the product of the number of the members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-owners under sub-section (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 sub-paragraph shall not eliminate the right of the Developer to designate one (1) director as provided in sub-paragraph (i) of this sub-section.

(4) Except as provided in Article XII, Section 2(c)(ii), at the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year.

At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) 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 X, 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 and any additional duties as 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 and Common Elements.

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

(c) To carry insurance and to collect and to 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.

(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 and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to Association property and/or the Common Elements on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium; provided, however, that, subject to the provisions of the Master Deed, any such action shall also be approved by the affirmative vote of sixty percent (60%) of all Co-owners, unless such right is specifically reserved to the Developer as provided in Article X of the Master Deed in which event Co-owner approval shall not be required. The sixty percent (60%) approval requirement shall not apply to sub-paragraph (h) below.

(h) To grant such easements, licenses and other rights of entry, use and access, and to enter into any contract or agreement, including wiring agreements, utility agreements, right of way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multi-channel multi-point distribution service and similar services (collectively "Telecommunications") to the Condominium 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 would violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or any 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, within the meaning of the Act, except that same shall be paid over to and shall be the property of the Developer during the Development, Construction and Sales Period and, thereafter, of the Association.

(i) To borrow money and issue evidences of indebtedness in furtherance of any and 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 be approved by the affirmative vote of more than sixty percent (60%) of all of Co-owners, unless same is a letter of credit and/or appeal bond for litigation or is for a purchase of personal property with a value of $15,000.00 or less.

(j) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 9 of these Bylaws and such other applicable provisions and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.

(k) 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 by the Condominium Documents required to be performed by the Board.

(l) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.

(m) 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, but which shall not be a Co-owner or resident or affiliated with a Co-owner or resident) at a 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 to 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, 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 a 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, under these Bylaws, to designate. Each person so elected shall serve until the next annual meeting of members, at which the Co-owners shall elect a director to serve the balance of the term of such directorship. Vacancies among non-Developer Co-owner elected directors that 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. Except for directors appointed by the Developer, at any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all of the Co-owners eligible to vote and a successor may then and there be elected to fill the vacancy thus created. 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 appointed by it at any time or from time to time in its sole discretion. Any director elected by the non-Developer Co-owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the non-Developer Co-owners in the same manner set forth in this Section 7 above for removal of directors generally.

Section 8. First Meeting. The first meeting of the 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 Board, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting. In lieu thereof, said notice may also be hand delivered or electronically transmitted, i.e., via facsimile, E-mail or the like, so long as written or electronic confirmation of receipt of the notice is returned by the director.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon 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. In lieu thereof, said notice may also be hand delivered or electronically transmitted, i.e. via facsimile, E-mail or the like, so long as written or electronic confirmation of receipt of the notice is returned by the director. 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 meeting 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 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 is less than a quorum present, the majority of those persons 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. Closing of Board of Directors' Meetings to Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Action by Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 15. Actions of First Board of Directors Binding. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 16. 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 XIII
OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, and a Vice-President, Secretary and Treasurer. Both the President and the Vice-President must be members of the Association; other officers may, but need not be, members of the Association. Any member serving as an officer shall be in good standing of the Association. 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 the offices of President and Vice-President, may be held by one (1) person. Officers shall be compensated only upon the affirmative vote of sixty percent (60%) of all Co-owners.

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 proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside and may vote at all meetings of the Association and Board of Directors. The President shall have all the general powers and duties usually vested in the office of the President of an association, including, but not limited to, the power to appoint from among the members of the Association from time-to-time such committees as the President deems appropriate to assist in the conduct of the Association's affairs.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's 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 do so on an interim basis. The Vice-President shall also perform such other duties as shall from time-to-time be imposed upon the Vice-President by the Board of Directors.

Section 6. 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; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; the Secretary shall, in general, perform all duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer 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 8. Duties. The officers shall have such other duties, powers and responsibilities as, from time-to-time, shall be authorized by the Board of Directors.

ARTICLE XIV
SEAL

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

ARTICLE XV
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. The non-privileged Association books, records, and contracts concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours, subject to such reasonable inspection procedures as may be established by the Board of Directors from time to time. 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 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 therefor. The cost 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. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The 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 banks or savings associations as are insured by the Federal Deposit Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

ARTICLE XVI
INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS' AND OFFICERS' INSURANCE

Section 1. Indemnification of Directors and Officers. Every director and every officer of the Association (including the First Board of Directors and any other director and/or officer of the Association appointed by the Developer) shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, including actions by or in the right of the Association, 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 as otherwise prohibited by law; 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 Association (with the director seeking reimbursement abstaining) approves 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 that it has approved, the Association shall notify all Co-owners thereof.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every director and officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under Section 1 above and under this

Section 2; however, to the extent the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

ARTICLE XVII
AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of all Co-owners entitled to vote as of the record date for such vote.

Section 4. By Developer. Prior to one (1) year after the expiration of the Development, Construction and Sales Period, these Bylaws may be amended by the Developer without the necessity of approval by any other person so long as any such amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or the State of Michigan, to comply with amendments to the Act and to correct errors in these Bylaws. An amendment which does not materially affect any rights of a Co-owner or mortgagee shall not include any amendment which is described in Section 1, Paragraphs A-C, both inclusive, of Article XI of the Master Deed.

Section 5. Mortgagee Approval. Notwithstanding any provision of the Condominium Documents to the contrary, mortgagees of Units are entitled to vote on amendments to these Bylaws only when required by and in the manner permitted by the Act. Without limiting the generality of the foregoing statement, except with respect to matters upon which first mortgagees are entitled to vote pursuant to Section 90a of the Act, being MCL 559.190a, the Developer, prior to the Transitional Control Date, and thereafter the Association, may amend these Bylaws without the consent of mortgagees if the amendment does not materially alter or change the rights of first mortgagees generally. If first mortgagee approval of a proposed amendment to these Bylaws is required by the Act, the amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of Units entitled to vote thereon with each first mortgagee to have one (1) vote for each mortgage held. First mortgagees are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.

Section 6. When Effective. Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Livingston County Register of Deeds.

Section 7. Binding. A copy of each amendment to these 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 Condominium irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVIII
COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act and with the Condominium Documents, 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. In the event any provision of these Bylaws conflicts with any provision of the Master Deed, the provisions of the Master Deed shall govern.

ARTICLE XIX
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 XX
REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Legal Action. Failure to comply with the Act, or with any of the terms and provisions of the Condominium Documents or any of the rules and regulations promulgated by the Board of Directors, 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.

(b) Recovery of Costs. In the event of a default of the Condominium Documents by a Co-owner, nonCo-owner resident, lessee, tenant and guest, the Association shall be entitled to recover from the Co-owner, nonCo-owner resident, lessee, tenant and guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, nonCo-owner, lessee, tenant and guest, 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. The Association, if successful, also is entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

(c) Removal and Abatement. A violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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, Limited or General, or into any Unit, 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; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this sub-section. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) Assessment of Fines. The violation of any provision of the Condominium Documents, including any rule or regulation promulgated by the Board of Directors of the Association hereunder, by any Co-owner, or by his tenant or a nonCo-owner occupant of his Unit, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation against said Co-owner. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 9 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and after an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding a violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate, and/or as is set forth in the rules and regulations establishing the fine procedure. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. Non-Waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition granted by the Condominium Documents shall not constitute a waiver by the Association or Co-owner of the right to enforce such right, provision, covenant or condition in the future.

Section 3. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association or to any Co-owner or Co-owners pursuant to any terms, provisions, 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 4. 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.

Section 5. Article Not Applicable to Default by Developer. The term "Co-owner", when used in this Article XX with respect to the remedies of the Association and other Co-owners with respect to a Co-owner default, including, without limitation, any default under Article II herein above, shall be construed so as to exclude the Developer, and no such remedy shall be available to the Association or any Co-owner with respect to any claim that the Developer is in default in the performance of any obligation of the Developer the performance of which is due during the Development, Construction and Sales Period.

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 consent to the 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. Except as may be otherwise specifically provided by the Condominium Documents, any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development, Construction and Sales Period. The immediately preceding sentence dealing with the expiration and 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 and expiration of any real property or contract rights granted or reserved to or for the benefit of the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, litigation rights, 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 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, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

RMM:DSKserver\forms\Developer Condo Docs\Bylaws.07.21.03

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. ________
EXHIBIT "B" TO THE MASTER DEED OF

PINE CREEK BLUFFS CONDOMINIUM

SITE CONDOMINIUM

HAMBURG TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

DEVELOPER

RIVER PLACE/ABBEY
A LIMITED PARTNERSHIP
30100 TELEGRAPH ROAD, SUITE 366
BINGHAM FARMS, MICHIGAN 48025

ENGINEERS & SURVEYORS

GIFFELS-WEBSTER ENGINEERS, INC.
2871 BOND STREET
ROCHESTER HILLS, MICHIGAN 48309-3515

LEGAL DESCRIPTION PARCEL "A"

A PART OF THE NORTH ½ OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 1; THENCE N.88°35'24"E., 38.47 FEET ALONG THE NORTH LINE OF SAID SECTION 1 TO THE SOUTHWEST CORNER OF SECTION 36, T-2-N., R-5-E., GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, SAID LINE ALSO BEING THE SOUTH LINE OF SAID SECTION 36; THENCE CONTINUING ALONG A LINE COMMON WITH SAID SECTION 1 AND 36, N.88°15'27"E., 7.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE AND IN PART ALONG THE SOUTH LINE OF "PINE CREEK RIDGE SUBDIVISION NO. 6" AS RECORDED IN LIBER 38, PAGE 15 THROUGH 23 OF PLATS, LIVINGSTON COUNTY RECORDS, N.88°15'27"E., 809.11 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF WYNDAM LANE (60 FEET WIDE) AS RECORDED IN LIBER 2893, PAGE 254, LIVINGSTON COUNTY RECORDS; THENCE THE FOLLOWING TWELVE COURSES BEING ALONG THE WESTERLY, SOUTHERLY AND EASTERLY RIGHT OF WAY LINE OF SAID WYNDAM LANE: (1) ALONG A CURVE TO THE LEFT 512.44 FEET, SAID CURVE HAVING A RADIUS OF 483.59 FEET, A CENTRAL ANGLE OF 60°42'55" AND A LONG CHORD BEARING OF S.30°22'20"E., 488.80 FEET; AND (2) S.60°43'47"E., 46.37 FEET; AND (3) ALONG A CURVE TO THE LEFT 566.66 FEET, SAID CURVE HAVING A RADIUS OF 383.00 FEET, A CENTRAL ANGLE OF 84°48'13" AND A LONG CHORD BEARING OF N.76°53'05"E., 516.37 FEET; AND (4) N.34°30'00"E., 249.45 FEET; AND (5) ALONG A CURVE TO THE RIGHT 344.34 FEET, SAID CURVE HAVING A RADIUS OF 367.00 FEET, A CENTRAL ANGLE OF 53°45'27", AND A LONG CHORD BEARING OF N.61°22'43"E., 331.84 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 1; AND (6) N.88°15'27"E., 593.80 FEET TO THE NORTH ¼ CORNER OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP; AND (7) N.88°15'27"E., 13.70 FEET TO THE SOUTH ¼ CORNER OF SECTION 36, T-2-N., R-5-E., GENOA TOWNSHIP; AND (8) N.87°49'45"E., 157.85 FEET; (9) ALONG A CURVE TO THE RIGHT 218.45 FEET, SAID CURVE HAVING A RADIUS OF 567.00 FEET, A CENTRAL ANGLE OF 22°04'27" AND A LONG CHORD BEARING OF S.81°08'02"E., 217.10 FEET; AND (10) ALONG A CURVE TO THE RIGHT 296.73 FEET, SAID CURVE HAVING A RADIUS OF 252.00 FEET, A CENTRAL ANGLE OF 67°28'00" AND A LONG CHORD BEARING OF S.36°27'47"E., 279.89 FEET; AND (11) S.02°37'48"E., 204.20 FEET; AND (12) ALONG A CURVE TO THE RIGHT 47.27 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°16'49" AND A LONG CHORD BEARING OF S.42°29'58"W., 42.53 FEET TO A POINT ON THE NORTH LINE OF HAMBURG ROAD (66 FEET WIDE); THENCE THE FOLLOWING THREE COURSES BEING ALONG SAID LINE: (1) S.87°22'12"W., 373.38 FEET; AND (2) ALONG A CURVE TO THE LEFT 273.15 FEET, SAID CURVE HAVING A RADIUS OF 174.90 FEET, A CENTRAL ANGLE OF 89°29'00" AND A LONG CHORD BEARING OF S.42°37'43"W., 246.23 FEET; AND (3) S.02°08'47"E., 519.47 FEET; THENCE S.42°53'03"W., 178.78 FEET; THENCE S.87°53'14"W., 275.75 FEET; THENCE N.67°20'00"W., 131.39 FEET; THENCE S.46°33'29"W., 236.06 FEET; THENCE S.10°59'14"W., 292.27 FEET; THENCE S.35°21'20"W., 116.58 FEET; THENCE S.87°10'38"W., 435.00 FEET; THENCE N.58°12'54"W., 187.20 FEET; THENCE N.02°52'23"W., 110.00 FEET; THENCE S.87°10'38"W., 1135.00 FEET TO THE EAST LINE OF BAUER ROAD (50 FEET ½ WIDTH); THENCE ALONG SAID EAST LINE N.02°52'23"W., 1671.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 90.813 ACRES.

LEGAL DESCRIPTION PARCEL "B"

A PART OF THE NORTHWEST ¼ OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 1; THENCE S.88°15'27"W., 823.58 FEET ALONG THE NORTH LINE OF SAID SECTION 1, SAID LINE ALSO BEING THE SOUTH LINE OF SECTION 36, T-2-N., R-5-E., GENOA TOWNSHIP, AND THE SOUTH LINE OF "PINE CREEK RIDGE SUBDIVISION NO.6", AS RECORDED IN LIBER 38, PAGES 15 THROUGH 23 OF PLATS, LIVINGSTON COUNTY RECORDS, TO THE POINT OF BEGINNING SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF WYNDAM LANE (66 FEET WIDE) DEDICATED RIGHT OF WAY AS RECORDED IN LIBER 2893, PAGE 254, LIVINGSTON COUNTY RECORDS; THENCE THE FOLLOWING FIVE COURSES BEING ALONG SAID LINE: (1) ALONG A CURVE TO THE LEFT 164.04 FEET, SAID CURVE HAVING A RADIUS OF 433.00 FEET, A CENTRAL ANGLE OF 21°42'23" AND A LONG CHORD BEARING OF S.45°21'11"W., 163.06 FEET; AND (2) S.34°30'00"W., 249.45 FEET; AND (3) ALONG A CURVE TO THE RIGHT 469.01 FEET, SAID CURVE HAVING A RADIUS OF 317.00 FEET, A CENTRAL ANGLE OF 84°48'13" AND A LONG CHORD BEARING OF S.76°53'05"W., 427.39 FEET; AND (4) N.60°43'47"W., 46.57 FEET; AND (5) ALONG A CURVE TO THE RIGHT 444.49 FEET, SAID CURVE HAVING A RADIUS OF 417.56 FEET, A CENTRAL ANGLE OF 60°59'19", AND A LONG CHORD BEARING OF N.30°14'08"W., 423.80 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE N.88°15'27"E., 928.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 6.412 ACRES.

LEGAL DESCRIPTION PARCEL "C"

A PART OF THE NORTHEAST ¼ OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 1; THENCE N.88°15'27"E., 13.70 FEET ALONG THE NORTH LINE OF SAID SECTION 1 SAID LINE ALSO BEING THE SOUTH LINE OF "PINE CREEK RIDGE SUBDIVISION NO.6", AS RECORDED IN LIBER 38, PAGE 15 THROUGH 23 OF PLATS, LIVINGSTON COUNTY RECORDS, TO THE SOUTH ¼ CORNER OF SECTION 36, T-2-N., R-5-E., GENOA TOWNSHIP; THENCE CONTINUING ALONG A LINE COMMON WITH SAID SECTION 1 AND 36 N.87°49'45"E., 439.13 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WYNDAM LANE (66 FEET WIDE) A DEDICATED RIGHT OF WAY AS RECORDED IN LIBER 2893, PAGE 254, LIVINGSTON COUNTY RECORDS; THENCE CONTINUING ALONG SAID LINE N.87°49'45"E., 296.83 FEET, TO TRAVERSE POINT "A"; THENCE CONTINUING N.87°49'45"E., 75 FEET MORE OR LESS, TO THE WESTERLY WATER'S EDGE OF BRIGHTON LAKE; THENCE SOUTHERLY AND EASTERLY ALONG SAID SOUTHERLY WATER'S EDGE 880 FEET, MORE OR LESS, TO A POINT ON THE LINE COMMON TO SAID SECTIONS 1 AND 36, SAID POINT ALSO BEING ON THE SOUTH LINE OF HOWELL'S BRIGHTON BEACH SUBDIVISION NO.1" AS RECORDED IN LIBER 3, PAGE 26 OF PLATS, LIVINGSTON COUNTY RECORDS; THENCE N.87°49'45"E., 20 FEET MORE OR LESS ALONG SAID LINE TO TRAVERSE POINT "B", SAID BRIGHTON LAKE BEING TRAVERSED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE: BEGINNING AT THE ABOVE MENTIONED TRAVERSE POINT "A"; THENCE S.37°32'53"E., 333.25 FEET; THENCE S.74°08'09"E., 126.47 FEET; THENCE N.87°27'19"E., 120.00 FEET; THENCE N.68°21'04"E., 169.25 FEET; THENCE N.28°34'27"E., 255.15 FEET TO THE END OF THE TRAVERSE LINE AT THE ABOVE MENTIONED TRAVERSE POINT "B" BEING ON THE SOUTH LINE OF SAID "HOWELL'S BRIGHTON BEACH SUBDIVISION NO.1", THENCE CONTINUING N.87°49'45"E., 93.27 FEET ALONG SAID SOUTH LINE TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF HAMBURG ROAD (66 FEET WIDTH); THENCE THE FOLLOWING FIVE COURSES BEING ALONG SAID LINE (1) ALONG A CURVE TO THE LEFT 165.22 FEET, SAID CURVE HAVING A RADIUS OF 244.72 FEET, A CENTRAL ANGLE OF 38°40'54" AND A LONG CHORD BEARING OF S.38°23'25"W., 162.30 FEET; AND (2) S.19°00'57"W., 211.30 FEET; AND (3) ALONG A CURVE TO THE RIGHT 340.58 FEET, SAID CURVE HAVING A RADIUS OF 285.47 FEET, A CENTRAL ANGLE OF 68°21'21" AND A LONG CHORD BEARING OF S.53°11'32"W., 320.73 FEET; AND (4) S.87°22'12"W., 469.15 FEET; AND (5) ALONG A CURVE TO THE RIGHT 47.12 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A LONG CHORD BEARING OF N.47°37'48"W., 42.43 FEET TO A POINT ON THE EAST LINE OF WYNDAM LANE (VARIABLE WIDTH); THENCE THE FOLLOWING TWO COURSES BEING ALONG SAID EAST RIGHT OF WAY LINE: (1) N.02°37'48"W., 169.51 FEET; AND (2) ALONG A CURVE TO THE LEFT 375.14 FEET, SAID CURVE HAVING A RADIUS OF 348.00 FEET, A CENTRAL ANGLE OF 62°25'23" AND LONG CHORD BEARING OF N.33°50'30"W., 360.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.88 ACRES MORE OR LESS WHICH INCLUDES 1.2 ACRES MORE OR LESS BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE OF BRIGHTON LAKE.

SUBJECT TO THE RIPARIAN RIGHTS OF PUBLIC IN BRIGHTON LAKE.

LEGAL DESCRIPTION "AREA OF FUTURE DEVELOPMENT"

A PART OF THE NORTHWEST ¼ OF SECTION 1, T-1-N., R-5-E., HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 1; THENCE S.02°06'47"E., 1204.83 FEET ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 1; THENCE S.87°53'13"W., 33.00 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF HAMBURG ROAD (66 FEET WIDE); THENCE S.02°06'47"E., 952.50 FEET ALONG SAID WEST RIGHT OF WAY LINE OF HAMBURG ROAD; THENCE S.87°10'38"W., 357.00 FEET; THENCE N.02°52'23"W., 390.00 FEET; THENCE N.55°21'20"E., 116.58 FEET; THENCE N.10°59'14"E., 292.27 FEET; THENCE N.46°33'29"E., 236.06 FEET; THENCE S.67°20'00"E., 131.39 FEET; THENCE N.87°53'14"E., 275.75 FEET; THENCE N.42°53'13"E., 176.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.311 ACRES.

ATTENTION: REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND THE SURVEYOR'S CERTIFICATE ON SHEET 2.

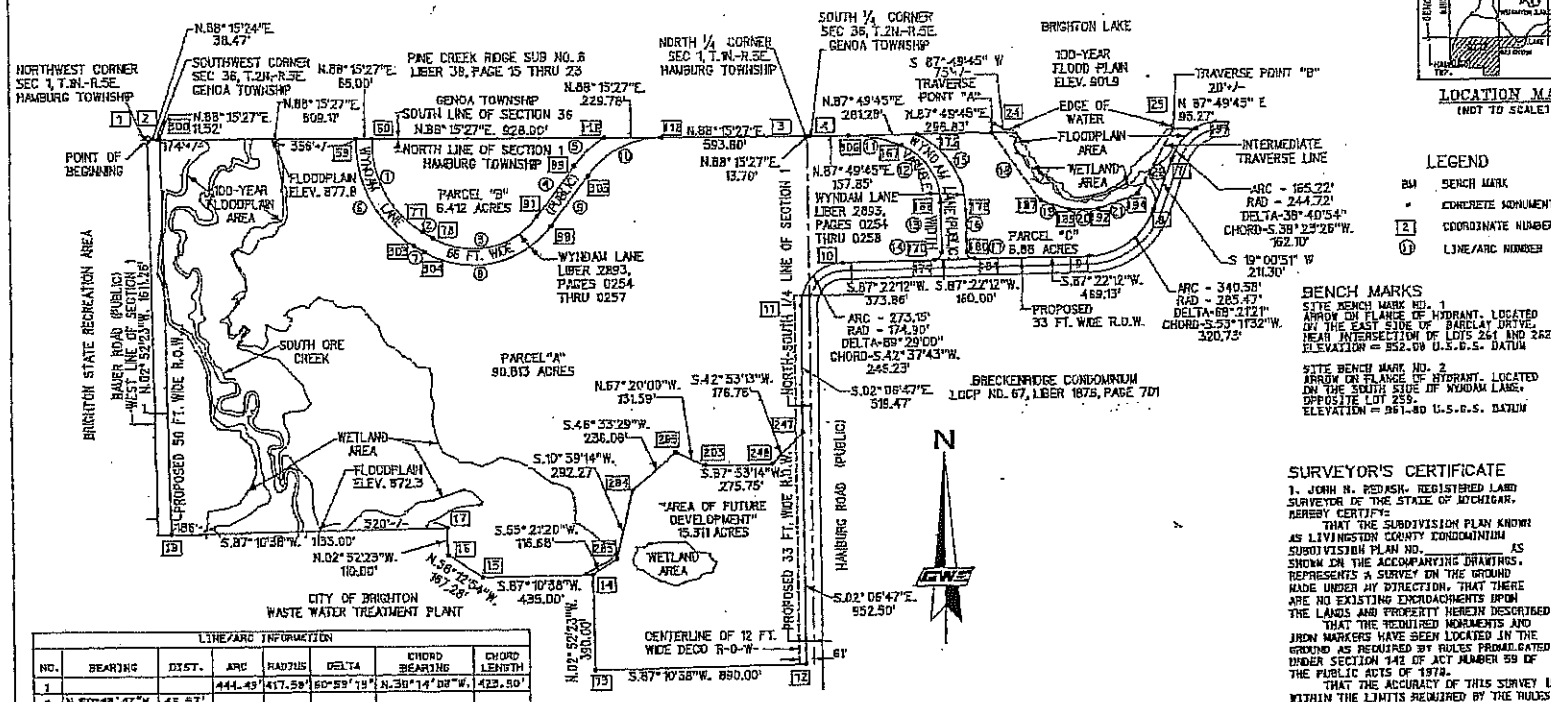
SHEET INDEX

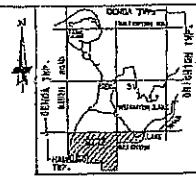
1	COVER SHEET
2	SURVEY PLAN
3	KEY PLAN
4	SITE/UNIT PLAN
5	SITE/UNIT PLAN
6	SITE/UNIT PLAN
7	SITE/UNIT PLAN
8	SITE/UNIT PLAN
9	SITE/UNIT PLAN
10	SITE/UNIT PLAN
11	SITE/UNIT PLAN
12	SITE/UNIT PLAN
13	SITE/UNIT PLAN
14	SITE/UNIT PLAN
15	SITE/UNIT PLAN
16	UTILITY PLAN
17	UTILITY PLAN
18	UTILITY PLAN
19	UTILITY PLAN
20	UTILITY PLAN
21	UTILITY PLAN
22	UTILITY PLAN
23	UTILITY PLAN
24	UTILITY PLAN
25	UTILITY PLAN
26	UTILITY PLAN
27	UTILITY PLAN
28	COORDINATE INFORMATION SHEET

Giffels-Webster Engineers, Inc.

PROPOSED 10-25-02

DATE:
SCALE: NONE
SHEET: 1 OF 28
JOB: 12490.05





LOCATION MAP
(NOT TO SCALE)

LEGEND

BM	BENCH MARK
•	CONCRETE MONUMENT
2	COORDINATE NUMBER
11	LINE/ARC NUMBER

BENCH MARKS

SITE BENCH MARK NO. 1
ARROW ON FLANGE OF HYDRANT. LOCATED ON THE EAST SIDE OF BARCLAY DRIVE. NEAR INTERSECTION OF LOTS 261 AND 262.
ELEVATION = 952.00 U.S.G.S. DATUM

SITE BENCH MARK NO. 2
ARROW ON FLANGE OF HYDRANT. LOCATED ON THE SOUTH SIDE OF WYNDAM LANE. OPPOSITE LOT 259.
ELEVATION = 951.80 U.S.G.S. DATUM

SURVEYOR'S CERTIFICATE

I, JOHN N. REDASH, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION. THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE BASED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

DATE _____ JOHN N. REDASH, P.S. NO. 37261
GIFFELS-WEBSTER ENGINEERS, INC.
2871 BOND STREET
ROCHESTER HILLS, MICHIGAN 48309

LINE/ARC INFORMATION

NO.	BEARING	DIST.	ARC	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
1			444.49'	417.58'	60°59'19"	N.30°14'08"W.	423.50'
2	N.60°43'47"W.	46.57'					
3			489.01'	317.00'	84°46'13"	S.76°53'06"W.	427.39'
4	S.34°30'00"W.	249.45'					
5			364.04'	433.00'	21°42'29"	S.45°21'17"W.	363.06'
6			512.44'	483.58'	60°42'55"	S.30°22'20"E.	488.90'
7	S.60°43'47"E.	46.57'					
8			586.96'	383.00'	84°46'13"	N.76°53'06"E.	516.37'
9	N.34°30'00"E.	249.45'					
10			344.34'	332.00'	59°45'27"	N.61°22'49"E.	337.84'
11			218.45'	567.00'	22°04'27"	S.81°08'02"E.	217.10'
12			296.73'	252.00'	67°29'00"	S.36°21'47"E.	279.85'
13	S.02°37'48"E.	204.29'					
14			47.27'	30.00'	90°15'49"	S.42°25'58"W.	42.53'
15			379.14'	348.00'	62°25'23"	N.33°50'30"W.	360.67'
16	N.02°37'48"W.	159.31'					
17			47.12'	30.00'	90°00'00"	N.47°37'48"W.	42.43'
18	S.37°32'55"E.	333.29'					
19	S.74°08'09"E.	126.47'					
20	N.87°27'19"E.	120.00'					
21	N.66°21'04"E.	159.23'					
22	N.28°31'27"E.	285.19'					

NOTES:

THE BEARINGS FOR THIS CONDOMINIUM ARE BASED ON THE SOUTH LINE OF "PINE CREEK RIDGE SUBDIVISION NO. 6" AS RECORDED IN LIBER 38, PAGES 15 THROUGH 23, LIVINGSTON COUNTY RECORDS.

A PORTION OF THIS CONDOMINIUM LIES WITHIN AREAS OF 100-YEAR FLOODPLAIN AS ESTABLISHED BY THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES DATE 11-09-89 U.S.G.S. DATUM.

SURVEY PLAN

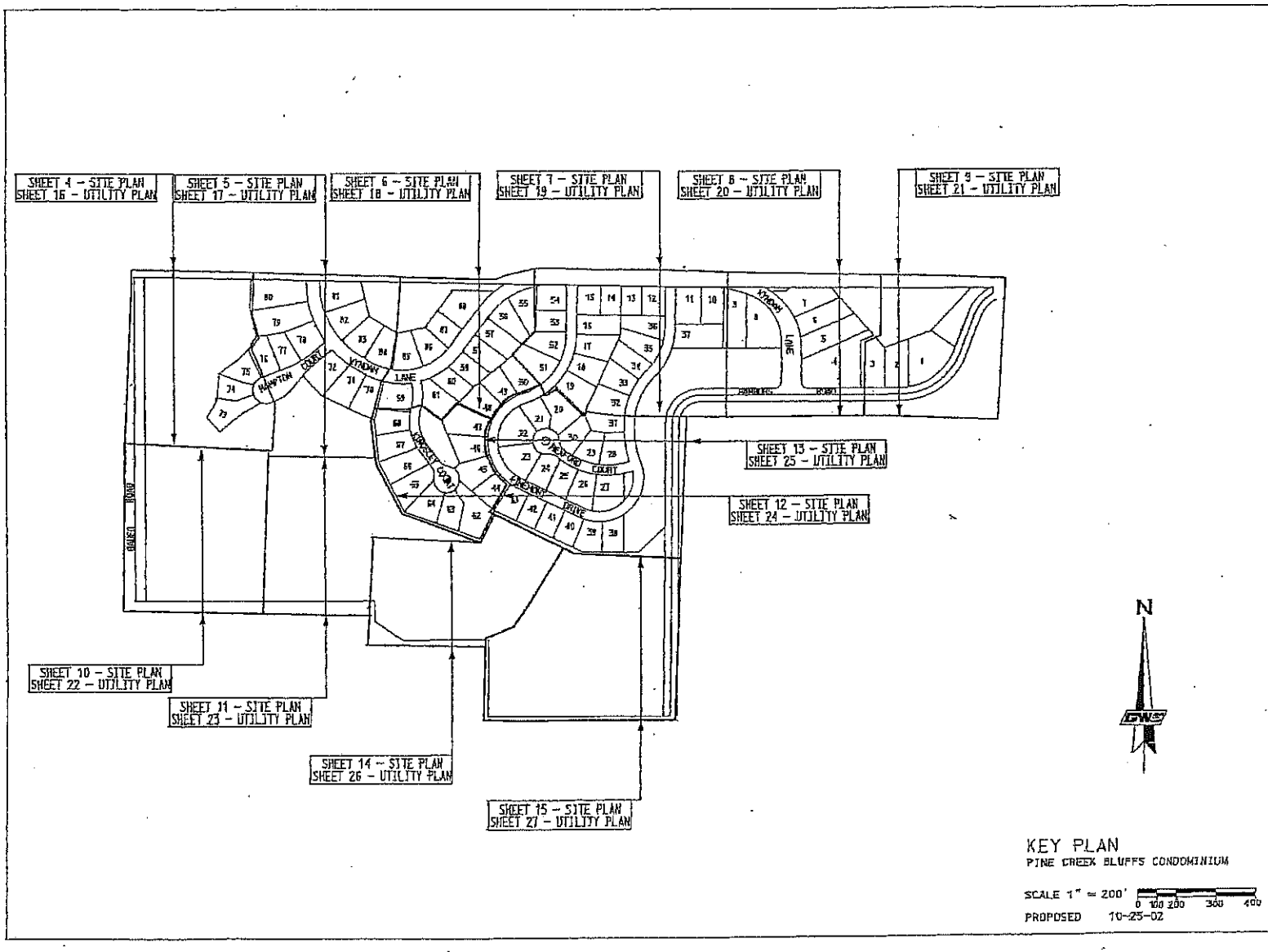
PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 200'

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.
CIVIL ENGINEERS · LAND SURVEYORS · PLANNERS · ARCHITECTS
2871 BOND STREET · ROCHESTER HILLS, MICHIGAN 48309
(248) 852-1111

DATE:
SCALE: 1"=200'
SHEET: 2 OF 28
JOB#: 12490.05



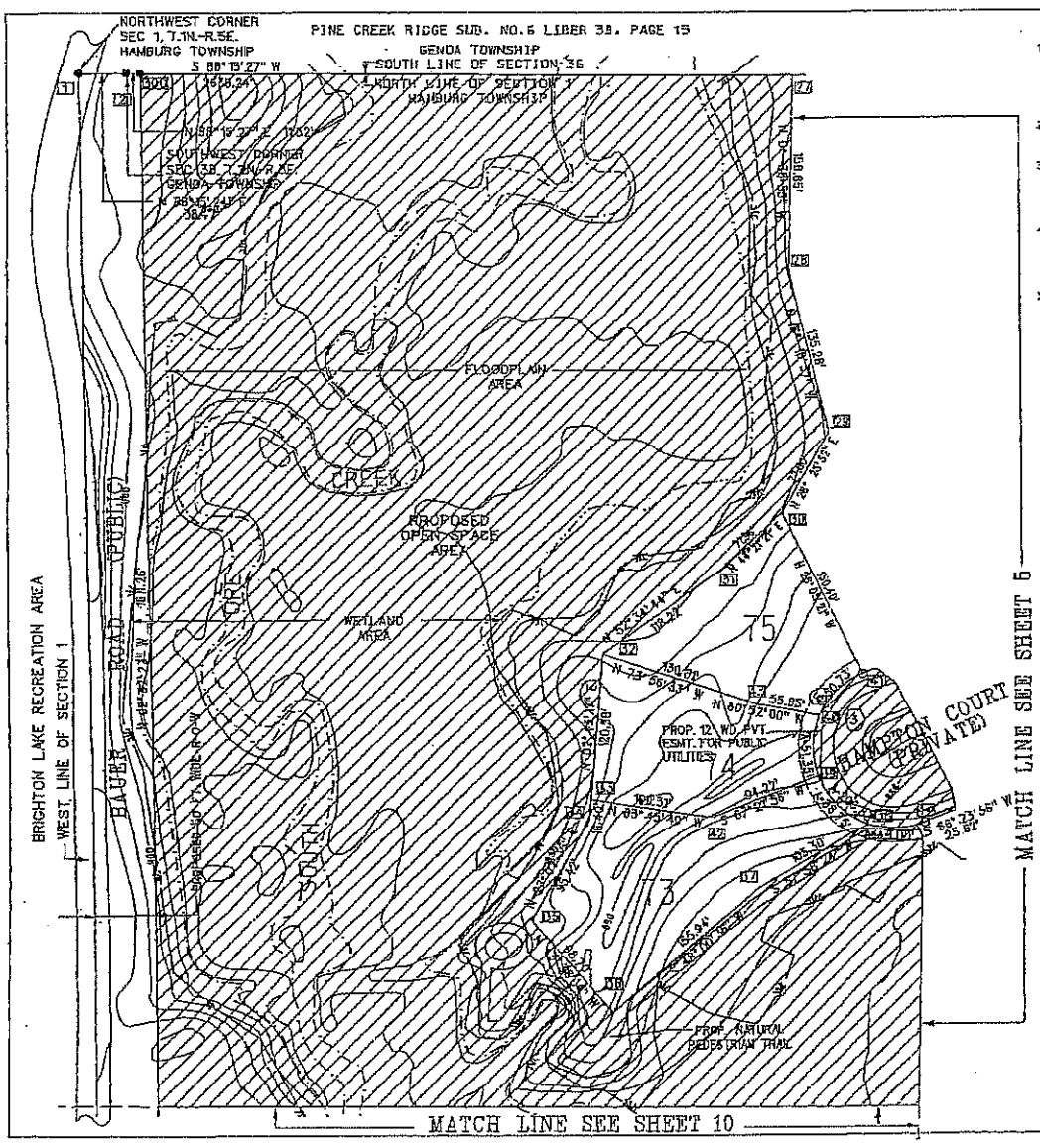
KEY PLAN
PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 200' 0 100 200 300 400

PROPOSED 10-25-02

Gilfoto-Webster Engineers, Inc.

DATE:
SCALE: 1" = 200'
SHEET 3 OF 28
JOB: 12490.05



NOTES:

1. UNITS 8-20, 28-37, 44-72 AND 78-88 ARE LOCATED WITHIN THE PINE CREEK RIDGE SUBDIVISION NO. 6 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE X OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.

2. ALL UN-SOLD UNITS AND THE COMMON ELEMENTS ARE TO BE CONSIDERED CONVERTIBLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.

3. UNITS 76-88, 62-68, AND 73-77 AND LAND UNDERLYING AND SURROUNDING UNITS, UTILITIES, AND/OR ROADWAYS WHICH ARE NOT NEEDED TO SERVICE THE REMAINING UNITS AND AREA OF FUTURE DEVELOPMENT ARE TO BE CONSIDERED CONTRACTIBLE AREAS AND NEED NOT BE BUILT.

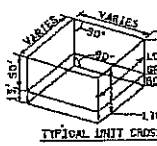
4. A DRIVEWAY APPROACH TO HAMBURG ROAD SHALL BE SHARED BETWEEN UNITS 1 AND 2 OR UNITS 2 AND 3. THE APPROACH SHALL BE LOCATED ALONG THE COMMON UNIT BOUNDARY LINE. A MUTUAL DRIVEWAY EASEMENT WILL EXIST BETWEEN THE UNITS AND WILL BE SHOWN ON THE AS-BUILT DRAWINGS.

5. UNITS 16-19, 32-35, 55, 56, 77, 78, 80, 82 AND 83 WHICH CONTAIN "EASEMENT OR FILL" AREAS SHALL INCLUDE AN EASEMENT FOR SURFACE DRAINAGE FROM ADJACENT PORTIONS OF THE CONDOMINIUM AND, WHERE APPLICABLE, AN EASEMENT FOR NATURAL STORM WATER RETENTION UP TO THE SPILLOVER ELEVATION ON THE LOW PORTION WHICH REMAINS AFTER THE CONSTRUCTION OF A DWELLING UPON AND THE FINAL GRADING OF THE UNIT.

UNIT NO.	SQUARE FEET	FIRST FLOOR ELEVATION
73	24,465	892.00
74	37,962	892.00
75	37,853	892.00

CURVE DATA

CURVE NO.	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
3	206.87'	66.00'	175° 35' 14"	N 23°48'26" W	132.00'



TYPICAL UNIT CROSS-SECTION VOLUME

N

LEGEND

- GENERAL COMMON ELEMENT
- 70 UNIT NUMBER
- 12 COORDINATE NUMBER
- 3 CURVE NUMBER
- B.M. BENCH MARK
- ● CONCRETE MONUMENT
- ○ SET IRON
- A ARC DISTANCE
- 880 GROUND CONTOUR /ELEVATION
- WETLAND BOUNDARY
- 100YR FLOODPLAIN

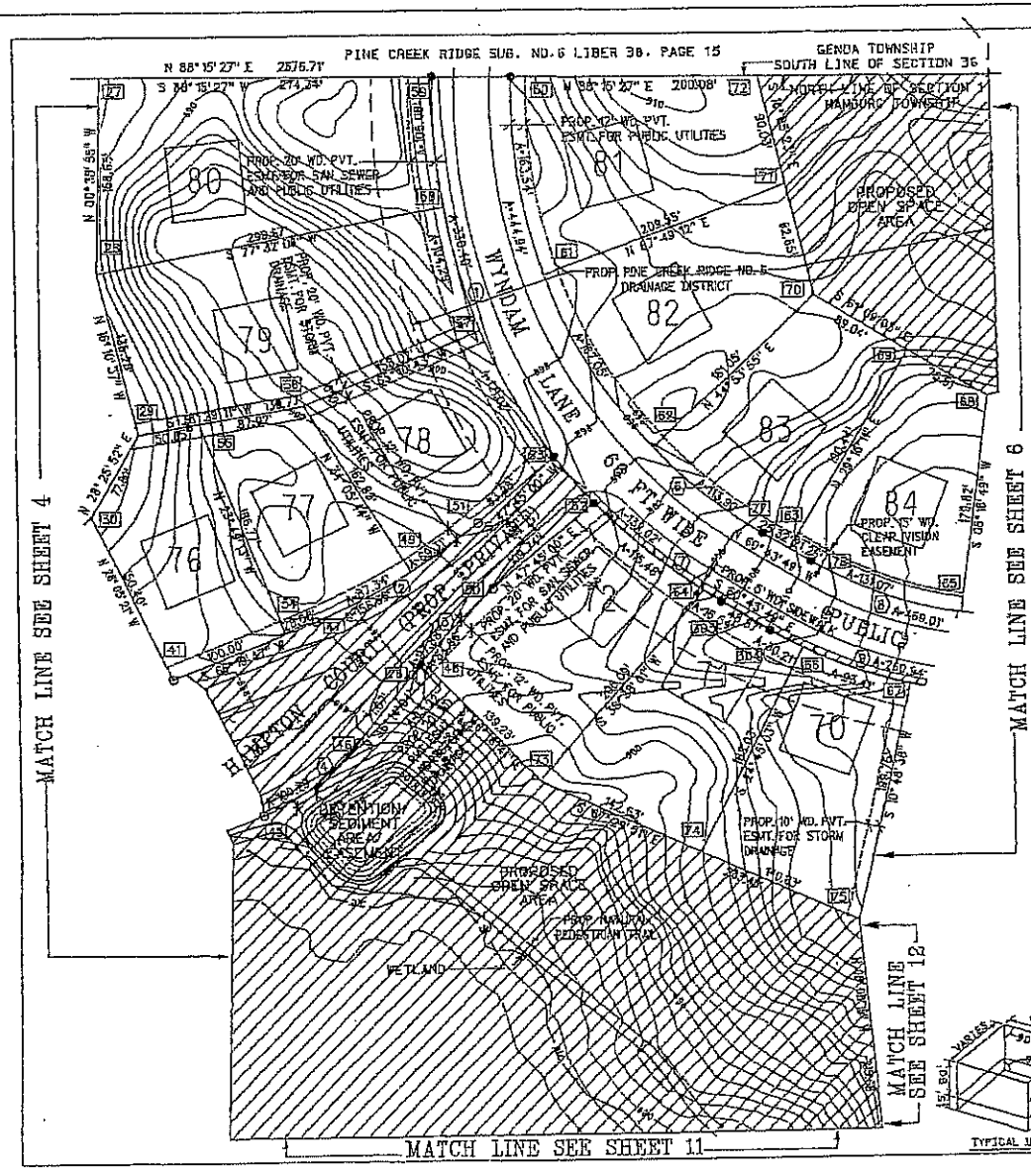
SITE / UNIT PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40' 0 20 40 60 80

PROPOSED 10-25-02

Gillis-Webster Engineers, Inc.



NOTES:

1. UNITS 8-20, 28-37, 44-72 AND 78-88 ARE LOCATED WITHIN THE PINE CREEK RIDGE SUBDIVISION NO. 6 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE X OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.

2. ALL UN-SOLD UNITS AND THE COMMON ELEMENTS ARE TO BE CONSIDERED CONVERTIBLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.

3. UNITS 16-53, 62-69, AND 73-77 AND LAND UNDERLYING AND SURROUNDING UNITS, UTILITIES, AND/OR ROADWAYS WHICH ARE NOT NEEDED TO SERVICE THE REMAINING UNITS AND AREA OF FUTURE DEVELOPMENT ARE TO BE CONSIDERED CONTRACTIBLE AREAS AND NEED NOT BE BUILT.

4. A DRIVEWAY APPROACH TO HAMBURG ROAD SHALL BE SHARED BETWEEN UNITS 1 AND 2 OR UNITS 2 AND 3. THE APPROACH SHALL BE LOCATED ALONG THE COMMON UNIT BOUNDARY LINE. A MUTUAL DRIVEWAY EASEMENT WILL EXIST BETWEEN THE UNITS AND WILL BE SHOWN ON THE AS-BUILT DRAWINGS.

5. UNITS 16-19, 32-35, 55, 56, 77, 78, 80, 82 AND 83 WHICH CONTAIN "EASEMENT FOR FILL" AREAS SHALL INCLUDE AN EASEMENT FOR SURFACE DRAINAGE FROM ADJACENT PORTIONS OF THE CONDOMINIUM AND, WHERE APPLICABLE, AN EASEMENT FOR NATURAL STORM WATER RETENTION UP TO THE SPILLOVER ELEVATION ON THE LOW PORTION WHICH REMAINS AFTER THE CONSTRUCTION OF A DWELLING UPON AND THE FINAL GRADING OF THE UNIT.

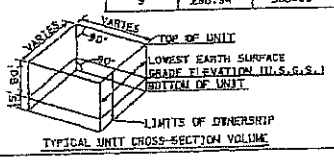
UNIT NO.	SQUARE FEET	FIRST FLOOR ELEVATION
70	22,250	922.00
71	22,813	916.00
72	25,819	910.00
76	19,400	888.00
77	17,567	898.00
78	21,755	908.00
79	37,231	908.00
80	36,710	902.00
81	26,292	906.00
82	25,287	902.00
83	21,358	910.00
84	21,245	920.00

LEGEND

- GENERAL COMMON ELEMENT
- 70 UNIT NUMBER
- 12 COORDINATE NUMBER
- 24 CURVE NUMBER
- B.M. BENCH MARK
- CONCRETE MONUMENT
- SET IRON
- A ARC DISTANCE
- 910 GROUND CONTOUR /ELEVATION
- WETLAND BOUNDARY
- 100YR FLOODPLAIN

CURVE DATA

CURVE NO.	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
1	330.40'	483.58'	39°08'46"	N 19°35'15" W	324.01'
2	156.65'	487.00'	18°25'47"	N 56°57'54" E	155.97'
4	100.29'	190.50'	30°09'52"	N 51°19'00" E	99.14'
5	97.88'	487.00'	11°30'56"	N 45°59'52" E	97.72'
6	444.49'	417.58'	60°59'18"	S 30°14'08" E	423.80'
7	132.02'	483.58'	15°38'33"	S 52°54'31" E	131.61'
8	459.01'	317.00'	84°45'13"	N 76°53'06" E	427.39'
9	250.94'	383.00'	39°02'08"	S 80°14'52" W	256.92'



TYPICAL UNIT CROSS-SECTION VOLUME

SITE / UNIT PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

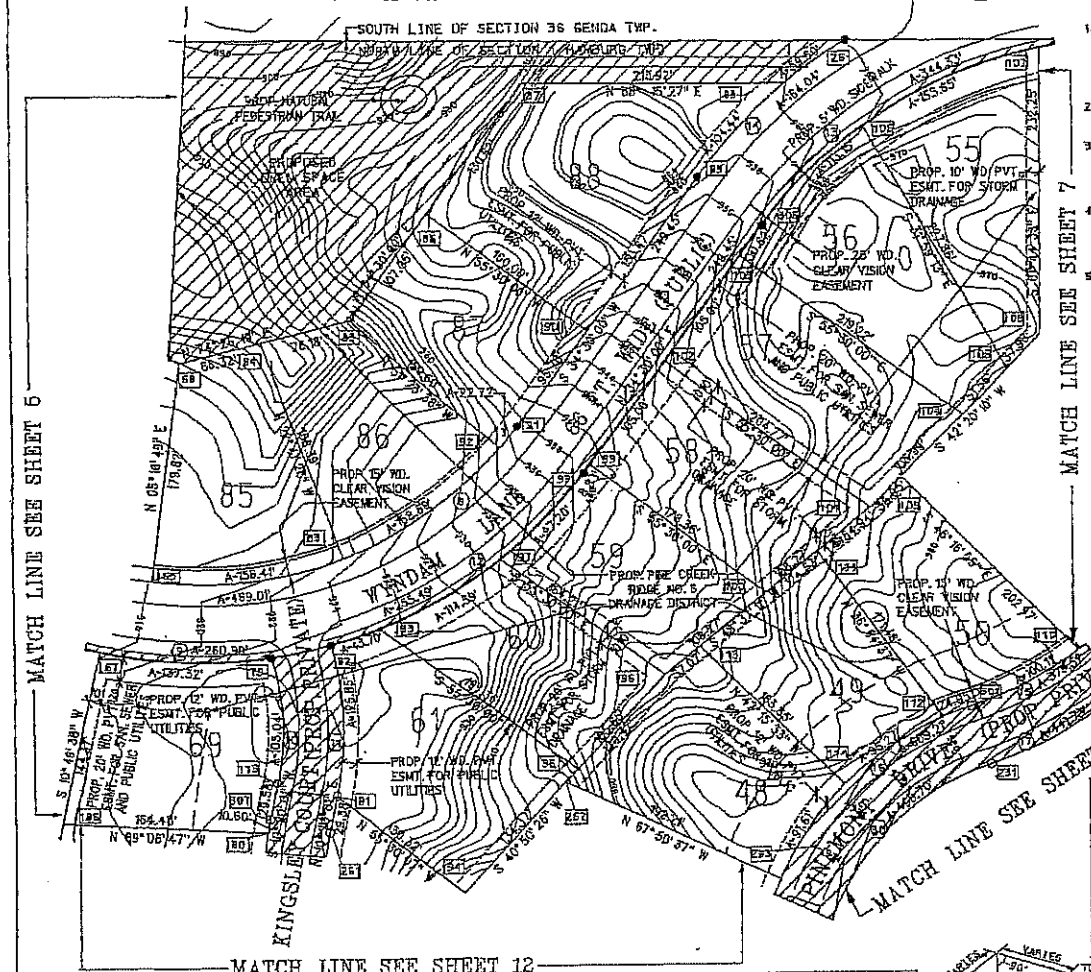
0 20 40 60 80

PROPOSED 10-25-02

Gilfels-Webster Engineers, Inc.
CONSULTING ENGINEERS PLANNERS LANDSCAPE ARCHITECTS
SURVEYORS
1100 SOUTH MAIN STREET ROCHESTER, MICHIGAN 48307-5900

DATE:
SCALE: 1" = 40'
SHEET: 5 OF 28
JOB: 12490.05

PINE CREEK RIDGE SUB. NO.6 LIBER 38, PAGE 15



NOTES:

1. UNITS 8-20, 28-37, 44-72 AND 78-86 ARE LOCATED WITHIN THE PINE CREEK RIDGE SUBDIVISION NO. 6 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE X OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.

2. ALL UN-SOLD UNITS AND THE COMMON ELEMENTS ARE TO BE CONSIDERED CONVERTIBLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.

3. UNITS 16-53, 62-68, AND 73-77 AND LAND UNDERLYING AND SURROUNDING UNITS, UTILITIES, AND/OR ROADWAYS WHICH ARE NOT NEEDED TO SERVICE THE REMAINING UNITS AND AREA OF FUTURE DEVELOPMENT ARE TO BE CONSIDERED CONTRACTIBLE AREAS AND NEED NOT BE BUILT.

4. A DRIVEWAY APPROACH TO HAMBURG ROAD SHALL BE SHARED BETWEEN UNITS 1 AND 2 OR UNITS 2 AND 3. THE APPROACH SHALL BE LOCATED ALONG THE COMMON UNIT BOUNDARY LINE. A MUTUAL DRIVEWAY EASEMENT WILL EXIST BETWEEN THE UNITS AND WILL BE SHOWN ON THE AS-BUILT DRAWINGS.

5. UNITS 16-19, 32-35, 55, 56, 77, 78, 80, 82 AND 83 WHICH CONTAIN "EASEMENT OR FILL" AREAS SHALL INCLUDE AN EASEMENT FOR SURFACE DRAINAGE FROM ADJACENT PORTIONS OF THE CONDOMINIUM AND, WHERE APPLICABLE, AN EASEMENT FOR NATURAL STORM WATER RETENTION UP TO THE SPILLOVER ELEVATION ON THE LOW PORTION WHICH REMAINS AFTER THE CONSTRUCTION OF A DWELLING UPON AND THE FINAL GRADING OF THE UNIT.

LEGEND

- GENERAL COMMON ELEMENT
- 70 UNIT NUMBER
- 12 COORDINATE NUMBER
- (24) CURVE NUMBER
- B.M. BENCH MARK
- CONCRETE MONUMENT
- SET IRON
- A ARC DISTANCE
- 830 GROUND CONTOUR /ELEVATION
- WETLAND BOUNDARY
- 100YR FLOODPLAIN

N

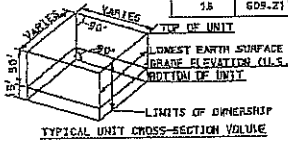
CURVE DATA

CURVE NO.	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
10	105.04'	205.00'	29°21'30"	S 04°20'44" E	103.90'
11	125.85'	255.00'	29°16'38"	S 03°48'18" W	124.58'
12	235.49'	363.00'	38°13'16"	S 53°36'36" W	230.78'
13	344.39'	367.00'	53°45'27"	S 81°22'43" W	331.84'
14	164.04'	433.00'	21°42'23"	N 45°21'11" E	163.06'
15	379.51'	305.00'	71°17'35"	S 33°54'14" W	355.30'
16	609.21'	255.00'	136°53'02"	S 01°06'31" W	474.32'

UNIT NO.	SQUARE FEET	FIRST FLOOR ELEVATION
48	21,550	981.00
49	17,888	984.00
50	18,896	987.00
55	23,410	974.00
56	21811	969.00

UNIT NO.	SQUARE FEET	FIRST FLOOR ELEVATION
57	22,259	962.00
58	20,114	952.00
59	17,731	948.00
60	18,657	942.00
61	23,925	932.00

UNIT NO.	SQUARE FEET	FIRST FLOOR ELEVATION
69	21,821	928.00
85	20,708	920.00
86	20,905	932.00
87	18,034	947.00
88	30,654	966.00



TYPICAL UNIT CROSS-SECTION VOLUME

SITE / UNIT PLAN

PINE CREEK BLUFFS CONDOMINIUM

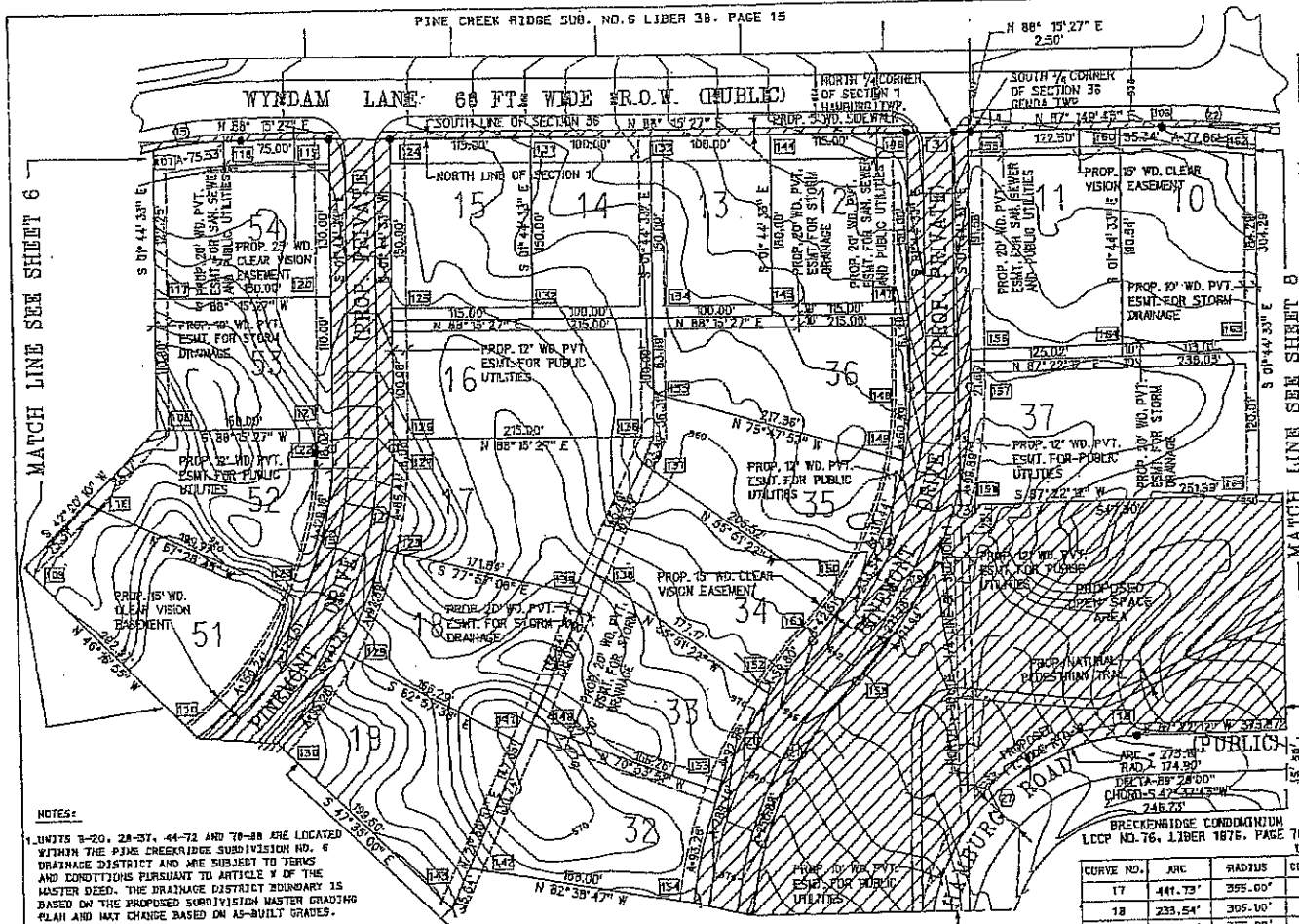
SCALE 1" = 40'

0 20 40 60 80

PROPOSED 10-25-02

GWE Gillett-Weber Engineers, Inc.

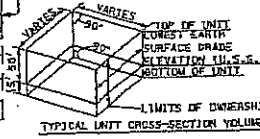
DATE:
SCALE: 1" = 40'
SHEET: 8 OF 28
JOB: 04390.05



UNIT NO.	SQUARE FEET	FIRST FLOOR ELEVATION
10	21,341	945.00
11	23,879	948.00
12	17,250	952.00
13	15,000	956.00
14	15,000	962.00
15	17,250	966.00
16	21,500	974.00
17	22,116	980.00
18	19,034	985.00
19	21,414	989.00
32	19,392	980.00
33	19,414	977.00
34	19,103	970.00
35	19,754	962.00
36	20,172	956.00
37	29,016	958.00
51	22,977	983.00
52	18,820	983.00
53	16,300	977.00
54	15,307	972.00

LEGEND

- GENERAL COMMON ELEMENT
- 70 UNIT NUMBER
- 12 COORDINATE NUMBER
- 24 CURVE NUMBER
- B.M. BENCH MARK
- CONCRETE MONUMENT
- SET IRON
- ARC DISTANCE
- 850 GROUND CONTOUR /ELEVATION
- WETLAND BOUNDARY
- 100YR FLOODPLAIN



TYPICAL UNIT CROSS-SECTION VOLUME

NOTES:

1. UNITS 8-20, 28-37, 44-72 AND 78-88 ARE LOCATED WITHIN THE PINE CREEKRIDGE SUBDIVISION NO. 6 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE V OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.

2. ALL UN-SOLD UNITS AND THE COMMON ELEMENTS ARE TO BE CONSIDERED CONVERTIBLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.

3. UNITS 15-53, 62-66, AND 73-77 AND LAND UNDERLYING AND SURROUNDING UNITS, UTILITIES, AND/OR ROADWAYS WHICH ARE NOT NEEDED TO SERVICE THE REMAINING UNITS AND AREA OF FUTURE DEVELOPMENT ARE TO BE CONSIDERED CONTRACTIBLE AREAS AND NEED NOT BE BUILT.

4. A DRIVEWAY APPROACH TO HAMBURG ROAD SHALL BE SHARED BETWEEN UNITS 1 AND 2 OR UNITS 2 AND 3. THE APPROACH SHALL BE LOCATED ALONG THE COMMON UNIT BOUNDARY LINE. A MUTUAL DRIVEWAY EASEMENT WILL EXIST BETWEEN THE UNITS AND WILL BE SHOWN ON THE AS-BUILT DRAWINGS.

5. UNITS 16-19, 32-35, 55, 56, 77, 78, 80, 82 AND 83 WHICH CONTAIN "EASEMENT OR FILL" AREAS SHALL INCLUDE AN EASEMENT FOR SURFACE DRAINAGE FROM ADJACENT PORTIONS OF THE CONDOMINIUM AND, WHERE APPLICABLE, AN EASEMENT FOR NATURAL STORM WATER RETENTION UP TO THE SPILLOVER ELEVATION ON THIS LOW PORTION WHICH REMAINS AFTER THE CONSTRUCTION OF A DWELLING UPON AND THE FINAL GRADING OF THE UNIT.

CURVE DATA

CURVE NO.	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
17	441.73'	355.00'	71°17'34"	S 38°34'14" W	413.78'
18	233.54'	305.00'	43°52'20"	S 20°11'37" W	227.89'
19	271.83'	355.00'	43°52'20"	S 20°11'37" W	265.24'
20	295.45'	374.50'	44°14'34"	N 20°00'30" E	288.35'
23	250.98'	324.50'	44°14'34"	N 20°00'30" E	244.70'
27	273.15'	174.50'	89°28'59"	S 42°37'42" W	246.23'

SITE / UNIT PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

0 20 40 60 80

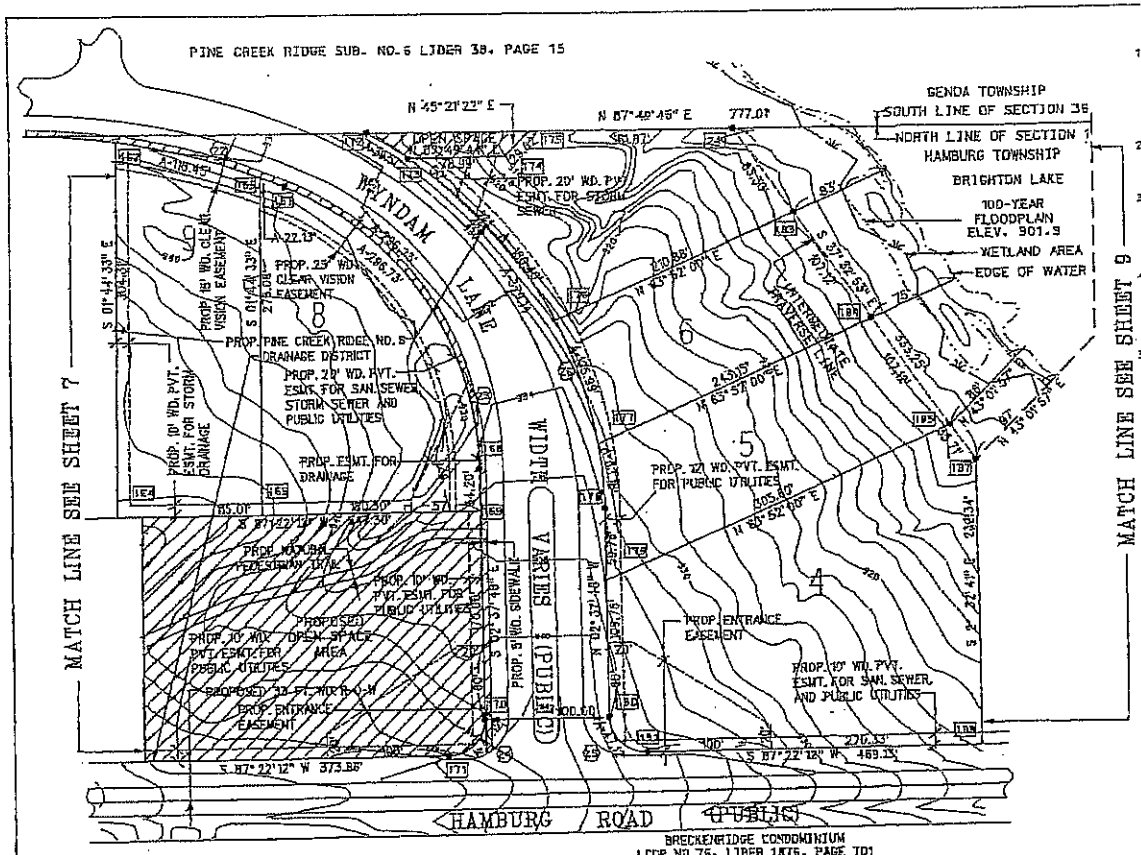
PROPOSED 10-25-02

Gilfillan-Webster Engineers, Inc.
CIVIL ENGINEERS PLANNERS LAND SURVEYORS
CONSULTING LAND SURVEYORS PLANNERS
3000 GRAND RIVER AVENUE HOWELL MICHIGAN 48843
(517) 546-4836 FAX (517) 546-1366

PROJECT NO. ARC
PRELIMINARY
DESIGN
DRAWN JJH
REV. PROJECT
SECTION 36
T-1-N-R-5-E

DATE:
SCALE: 1"= 40'
SHEET 7 OF 28
JOB: 12450.05

DWG 12450.05\SUBDIV\SUBDIV.DWG



NOTES:

1. UNITS 8-20, 28-37, 44-72 AND 76-83 ARE LOCATED WITHIN THE PINE CREEK RIDGE SUBDIVISION NO. 6 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE X OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.
2. ALL UN-SOLD UNITS AND THE COMMON ELEMENTS ARE TO BE CONSIDERED CONVERTIBLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.
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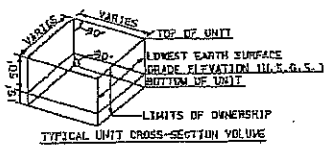
5. UNITS 16-18, 32-35, 55, 56, 77, 78, 80, 82 AND 83 WHICH CONTAIN "EASEMENT OR FILL" AREAS SHALL INCLUDE AN EASEMENT FOR SURFACE DRAINAGE FROM ADJACENT PORTIONS OF THE CONDOMINIUM AND, WHERE APPLICABLE, AN EASEMENT FOR NATURAL STORM WATER RETENTION UP TO THE SPILLOVER ELEVATION ON THE LOW PORTION WHICH REMAINS AFTER THE CONSTRUCTION OF A DWELLING UPON AND THE FINAL GRADING OF THE UNIT.

LEGEND

- GENERAL COMMON ELEMENT
- 70 UNIT NUMBER
- 12 COORDINATE NUMBER
- 24 CURVE NUMBER
- B.M. BENCH MARK
- CONCRETE MONUMENT
- SET IRON
- ARC DISTANCE
- 900 GROUND CONTOUR /ELEVATION
- WETLAND BOUNDARY
- 100YR FLOODPLAIN



TYPICAL UNIT CROSS-SECTION VOLUME

UNIT NO.	SQUARE FEET	FIRST FLOOR ELEVATION
4	64,222	932.00
5	36,403	932.00
6	31,664	932.00
7	31,883	927.00
8	37,637	929.00
9	33,558	942.00

CURVE DATA

CURVE NO.	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
22	218.45'	567.00'	22°04'28"	N 81°08'01" W	217.10'
23	296.73'	252.00'	67°27'53"	N 36°23'48" W	279.80'
24	47.12'	30.00'	90°00'00"	N 42°22'12" W	42.43'
25	47.12'	30.00'	90°00'00"	S 47°37'48" E	42.43'
26	379.14'	348.00'	62°25'23"	S 33°50'30" E	360.67'

SITE / UNIT PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40' 0 20 40 60 80

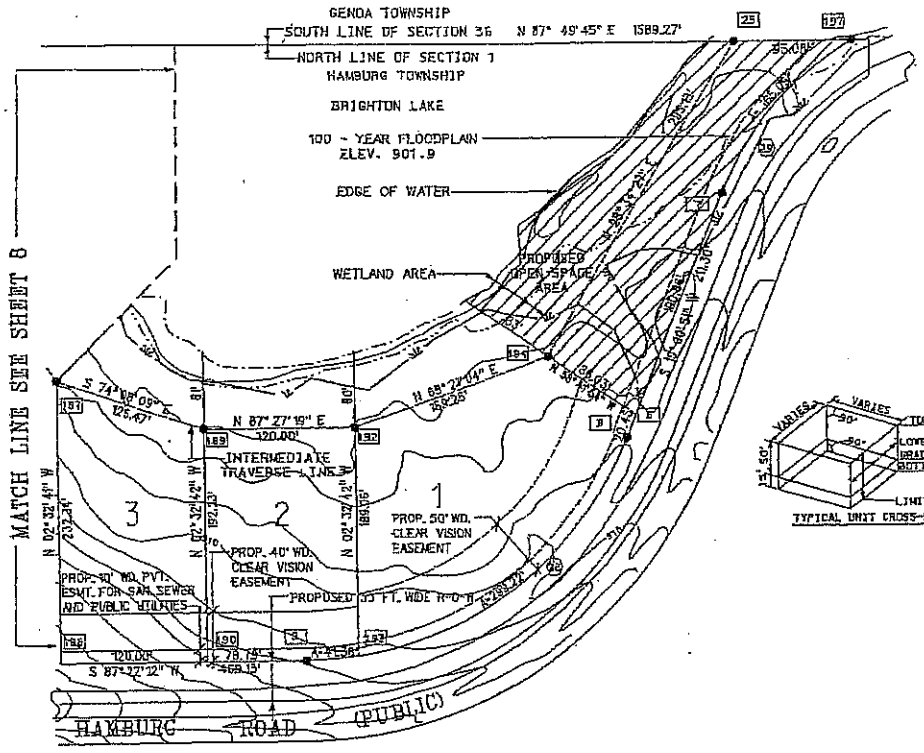
PROPOSED 10-23-02

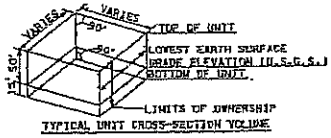
Giffels-Webster Engineers, Inc.
CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS
2858 WEST GRAND BOULEVARD DETROIT, MICHIGAN 48202
(313) 872-7755

PRINCIPAL: JG
PROJ. MGR: BF
DESIGN:
DRAWN: EDF
IND. REVIEW:
SECTION: 36
T-1-N R-6-E

DATE:
SCALE: 1"=40'
SHEET: 8 OF 28
JOB: 12498.05

12498.05\05\05\01.dwg\sunlight





NOTES:

1. UNITS 8-20, 28-37, 44-72 AND 78-86 ARE LOCATED WITHIN THE PINE CREEK BLUFF SUBDIVISION NO. 4 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE X OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.
2. ALL UN-SOLD UNITS AND THE COMMON ELEMENTS ARE TO BE CONSIDERED CONVERTIBLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.
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5. UNITS 16-18, 32-35, 53, 56, 77, 78, 80, 82 AND 83 WHICH CONTAIN "EASEMENT OR FILL" AREAS SHALL INCLUDE AN EASEMENT FOR SURFACE DRAINAGE FROM ADJACENT PORTIONS OF THE CONDOMINIUM AND, WHERE APPLICABLE, AN EASEMENT FOR NATURAL STORM WATER RETENTION UP TO THE SPILLOVER ELEVATION ON THE LOW PORTION WHICH REMAINS AFTER THE CONSTRUCTION OF A DWELLING UPON AND THE FINAL GRADING OF THE UNIT.

LEGEND

- GENERAL COMMON ELEMENT
- 70 UNIT NUMBER
- 12 COORDINATE NUMBER
- 24 CURVE NUMBER
- B.M. BENCH MARK
- CONCRETE MONUMENT
- SET IRON
- A ARC DISTANCE
- 880 GROUND CONTOUR /ELEVATION
- WETLAND BOUNDARY
- 100YR FLOODPLAIN

UNIT NO.	SQUARE FEET	FIRST FLOOR ELEVATION
1	44,567	912.00
2	29,268	912.00
3	32,553	912.00

CURVE DATA

CURVE NO.	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
28	340.38'	285.47'	68°21'21"	S 53°11'32" W	320.73'
29	165.09'	244.72'	38°39'04"	S 38°20'23" W	161.87'

SITE / UNIT PLAN

PINE CREEK BLUFFS CONDOMINIUM

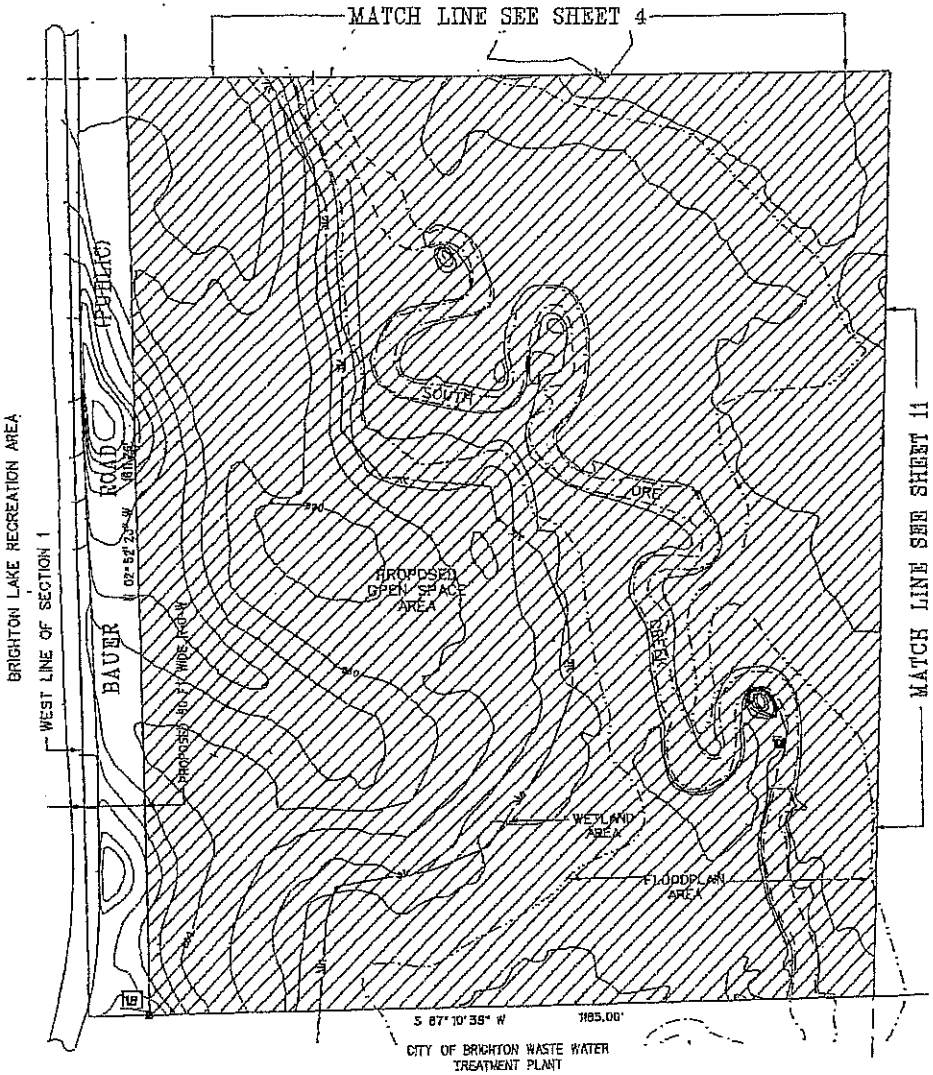
SCALE 1" = 40'

PROPOSED 10-25-02

Gillett-Webster Engineers, Inc.

DATE:
SCALE: 1" = 40'
SHEET: 9 OF 28
JOB: 2439.05

V1
12410.00\DWG\SDC512.dwg\sdc512



NOTES:

1. UNITS 8-20, 23-37, 44-72 AND 78-86 ARE LOCATED WITHIN THE PINE CREEK RIDGE SUBDIVISION NO. 6 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE X OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.

2. ALL UN-SOLD UNITS AND THE COMMON ELEMENTS ARE TO BE CONSIDERED CONVERTIBLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.

3. UNITS 16-33, 62-68, AND 75-77 AND LAND UNDERLYING AND SURROUNDING UNITS, UTILITIES, AND/OR ROADWAYS WHICH ARE NOT NEEDED TO SERVICE THE REMAINING UNITS AND AREA OF FUTURE DEVELOPMENT ARE TO BE CONSIDERED CONTRACTIBLE AREAS AND NEED NOT BE BUILT.

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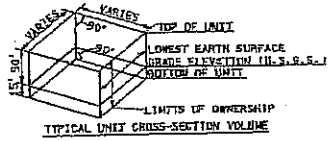


TYPICAL UNIT CROSS-SECTION VOLUME

LEGEND

- GENERAL COMMON ELEMENT
- 70 UNIT NUMBER
- 12 COORDINATE NUMBER
- 64 CURVE NUMBER
- B.M. BENCH MARK
- CONCRETE MONUMENT
- SET IRON
- A ARC DISTANCE
- GROUND CONTOUR ELEVATION
- WETLAND BOUNDARY
- 100YR FLOODPLAIN

N

SITE / UNIT PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40' 0 20 40 60 80

PROPOSED 10-23-02

Giffels-Webster Engineers, Inc.
CIVIL ENGINEERS PLANNERS LANDSCAPE ARCHITECTS
2474 PAW PAW TRACE HOWELL MICHIGAN 48843
(517) 546-7650

DATE:
SCALE: 1"=40'
SHEET: 10 OF 28
JOB: 0490.05

NOTES:

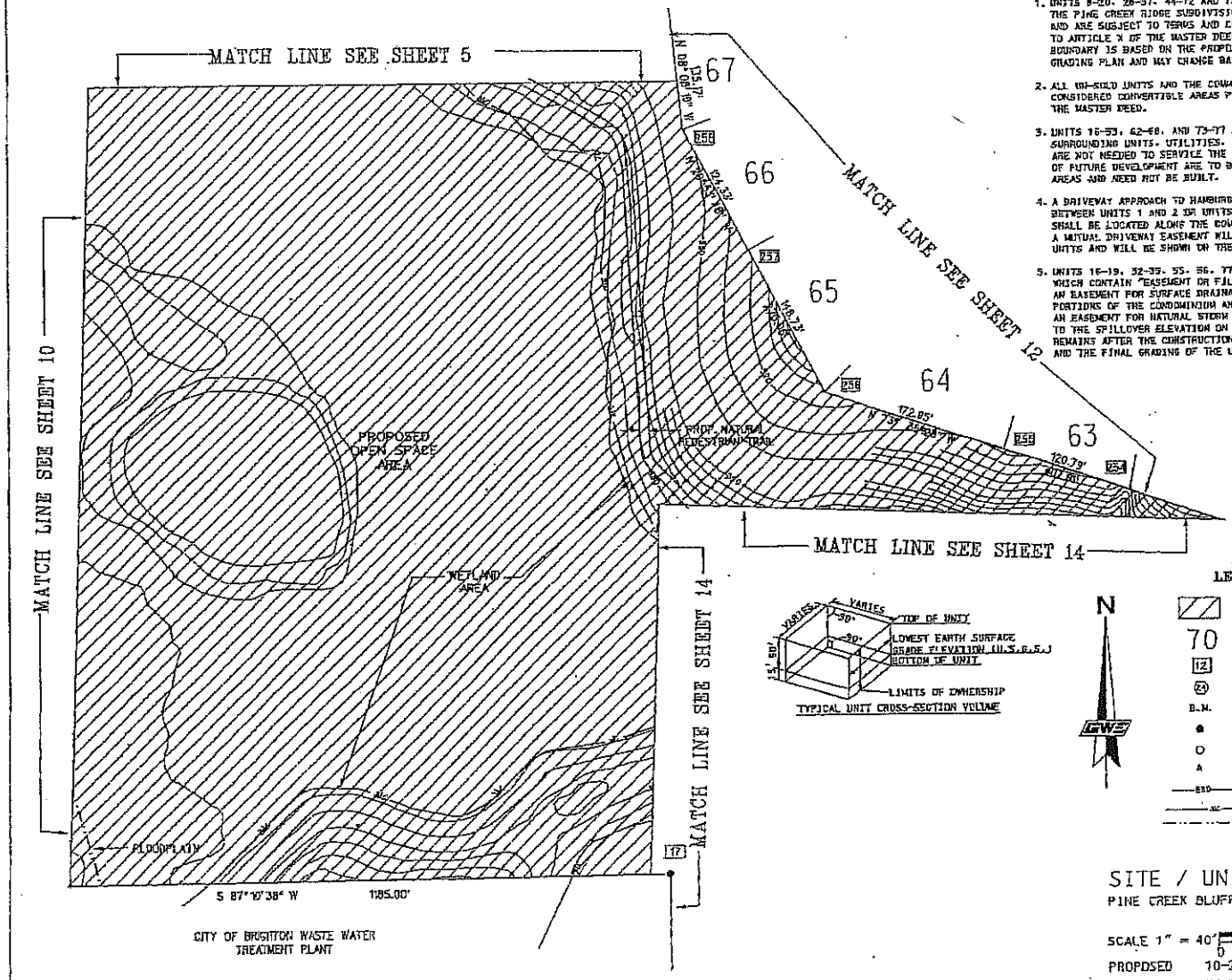
1. UNITS 8-20, 26-37, 44-72 AND 78-89 ARE LOCATED WITHIN THE PINE CREEK RIDGE SUBDIVISION NO. 6 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE X OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.

2. ALL NON-SOLD UNITS AND THE COMMON ELEMENTS ARE TO BE CONSIDERED CONVERTIBLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.

3. UNITS 16-53, 62-68, AND 73-77 AND LAND UNDERLYING AND SURROUNDING UNITS, UTILITIES, AND/OR ROADWAYS WHICH ARE NOT NEEDED TO SERVICE THE REMAINING UNITS AND AREA OF FUTURE DEVELOPMENT ARE TO BE CONSIDERED CONTRACTIBLE AREAS AND NEED NOT BE BUILT.

4. A DRIVEWAY APPROACH TO HAMBURG ROAD SHALL BE SHARED BETWEEN UNITS 1 AND 2 OR UNITS 2 AND 3. THE APPROACH SHALL BE LOCATED ALONG THE COMMON UNIT BOUNDARY LINE. A MUTUAL DRIVEWAY EASEMENT WILL EXIST BETWEEN THE UNITS AND WILL BE SHOWN ON THE AS-BUILT DRAWINGS.

5. UNITS 16-19, 32-35, 55, 56, 77, 78, 80, 82 AND 83 WHICH CONTAIN "EASEMENT OR FILL" AREAS SHALL INCLUDE AN EASEMENT FOR SURFACE DRAINAGE FROM ADJACENT PORTIONS OF THE CONDOMINIUM AND, WHERE APPLICABLE, AN EASEMENT FOR NATURAL STORM WATER RETENTION UP TO THE SPILLOVER ELEVATION ON THE LOW PORTION WHICH REMAINS AFTER THE CONSTRUCTION OF A DWELLING UPON AND THE FINAL GRADING OF THE UNIT.



SITE / UNIT PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

0 20 40 60 80

PROPOSED 10-25-02

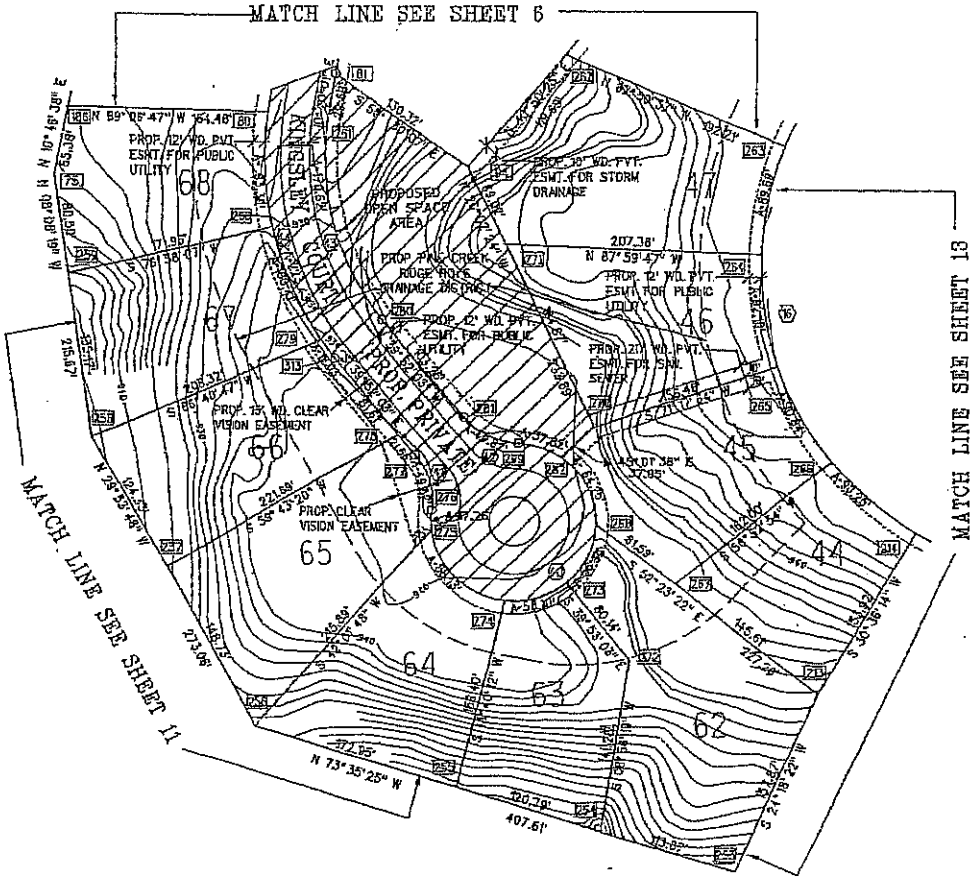
Gilfoils-Webster Engineers, Inc.

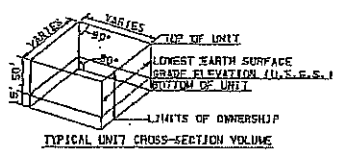
DATE

SCALE: 1" = 40'

SHEET 11 OF 28

JOB: 12450.06





TYPICAL UNIT CROSS-SECTION VOLUME

NOTES:

1. UNITS 8-20, 26-37, 44-72 AND 78-89 ARE LOCATED WITHIN THE PINE CREEK RIDGE SUBDIVISION NO. 6 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE X OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.

2. ALL UN-SOLD UNITS AND THE COMMON ELEMENTS ARE TO BE CONSIDERED CONVERTIBLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.

3. UNITS 18-53, 62-68, AND 73-77 AND LAND UNDERLYING AND SURROUNDING UNITS, UTILITIES, AND/OR ROADWAYS WHICH ARE NOT NEEDED TO SERVICE THE REMAINING UNITS AND AREA OF FUTURE DEVELOPMENT ARE TO BE CONSIDERED CONTRACTIBLE AREAS AND NEED NOT BE BUILT.

4. A DRIVEWAY APPROACH TO HAMBURG ROAD SHALL BE SHARED BETWEEN UNITS 1 AND 2 OR UNITS 2 AND 3. THE APPROACH SHALL BE LOCATED ALONG THE COMMON UNIT BOUNDARY LINE. A MUTUAL DRIVEWAY EASEMENT WILL EXIST BETWEEN THE UNITS AND WILL BE SHOWN ON THE AS-BUILT DRAWINGS.

5. UNITS 18-19, 32-35, 55, 56, 77, 78, 80, 82 AND 83 WHICH CONTAIN "EASEMENT OR FILL" AREAS SHALL INCLUDE AN EASEMENT FOR SURFACE DRAINAGE FROM ADJACENT PORTIONS OF THE CONDOMINIUM AND, WHERE APPLICABLE, AN EASEMENT FOR NATURAL STORM WATER RETENTION UP TO THE SPILLOVER ELEVATION ON THE LOW PORTION WHICH REMAINS AFTER THE CONSTRUCTION OF A DWELLING UPON AND THE FINAL GRADING OF THE UNIT.

UNIT NO.	SQUARE FEET	FIRST FLOOR ELEVATION
44	18,042	972.00
45	21,692	972.00
46	21,889	971.00
47	21,880	977.00
62	29,659	942.00
63	18,706	943.00
64	21,583	943.00
65	25,082	944.00
66	23,721	942.00
67	21,541	940.00
68	19,835	934.00

N

LEGEND

- GENERAL COMMON ELEMENT
- 70 UNIT NUMBER
- 2 COORDINATE NUMBER
- 20 CURVE NUMBER
- B.M. BENCH MARK
- CONCRETE MONUMENT
- SET IRON
- A ARC DISTANCE
- 880 GROUND CONTOUR /ELEVATION
- WETLAND BOUNDARY
- 100YR FLOODPLAIN

CURVE DATA

CURVE NO.	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
40	316.95'	66.00'	275°09'12"	S 50°01'57" W	89.05'
41	49.82'	60.00'	47°34'34"	S 16°04'42" E	48.40'
42	49.82'	60.00'	47°34'34"	N 63°35'22" W	48.40'
43	179.62'	205.00'	50°12'05"	N 74°46'01" W	173.93'
44	223.43'	255.00'	50°12'05"	S 14°46'01" E	216.35'

SITE / UNIT PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40' 0 20 40 80 80

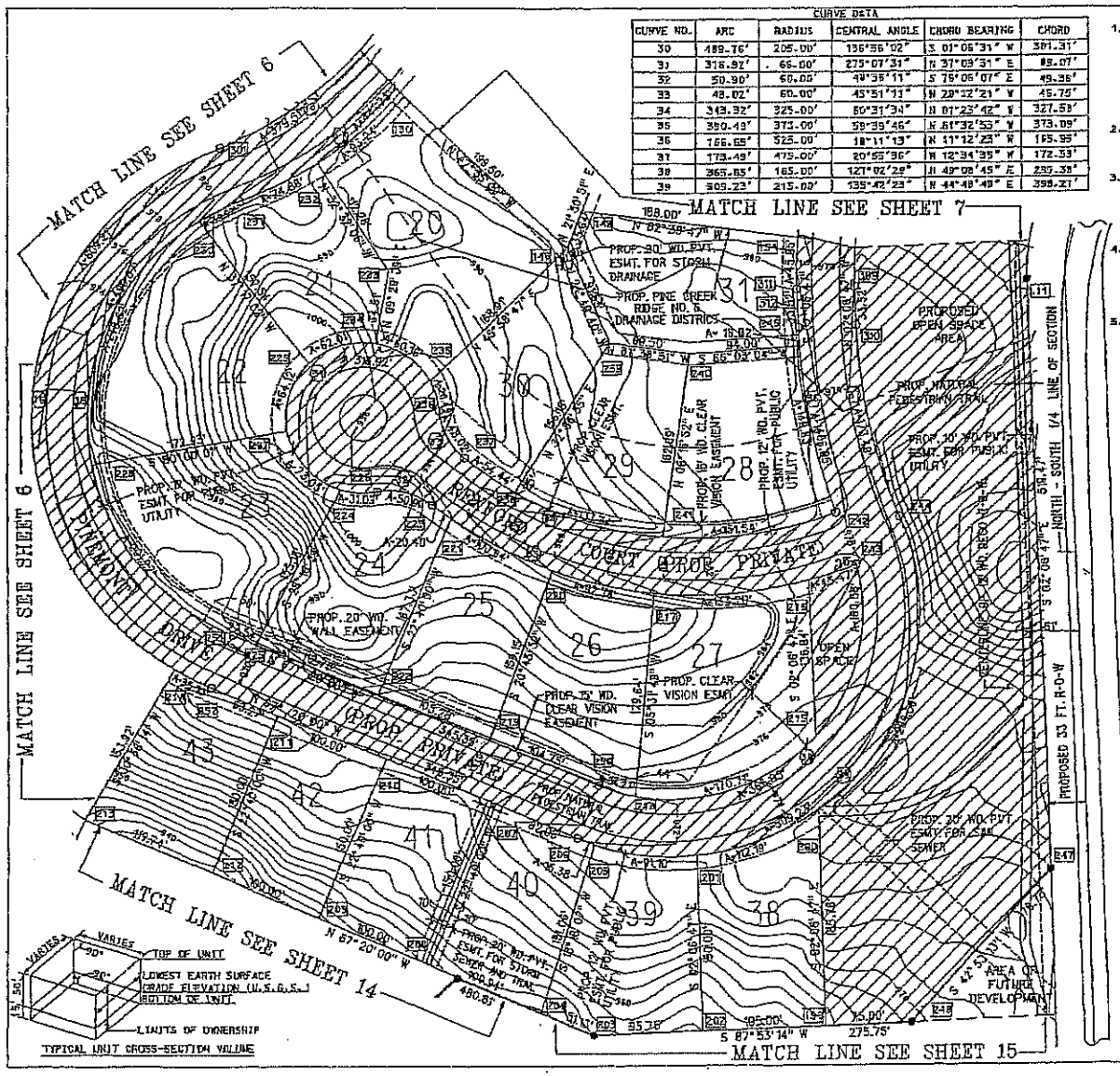
PROPOSED 10-25-02

Gilfillan-Webster Engineers, Inc.
CONSULTING ENGINEERS, SURVEYORS, LANDSCAPE ARCHITECTS
2410 HAMBURG STREET HAMBURG, NEW YORK 14224
(716) 649-8110

PROJ. ENGR. WP
DESIGN
DRAWN KJM
REVIEWED
SECTION 36
T-1-14,W-5-E

DATE
SCALE 1"=40'
SHEET 12 OF 28
JOB 12490.05

CURVE DATA					
CURVE NO.	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
30	489.76'	205.00'	136°56'02"	S 01°06'31" W	381.31'
31	318.92'	66.00'	275°07'31"	N 37°09'31" E	88.07'
32	50.90'	60.00	49°36'11"	S 76°06'07" E	49.36'
33	48.02'	60.00'	45°51'11"	N 29°32'21" W	46.75'
34	348.92'	325.00'	60°31'34"	N 01°23'42" W	327.58'
35	380.49'	373.00'	58°39'46"	N 61°32'53" W	373.09'
36	166.65'	525.00'	18°11'13"	N 11°12'23" W	165.99'
37	173.49'	475.00'	20°55'36"	N 12°34'35" W	172.53'
38	365.85'	165.00'	127°02'28"	N 49°08'45" E	295.38'
39	309.23'	215.00'	135°42'23"	N 44°48'49" E	298.21'



NOTES:

1. UNITS 8-20, 28-37, 44-72 AND 76-88 ARE LOCATED WITHIN THE PINE CREEK RIDGE SUBDIVISION NO. 6 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE X OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.

2. ALL UN-SOLD UNITS AND THE COMMON ELEMENTS ARE TO BE CONSIDERED CONVERTIBLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.

3. UNITS 16-53, 62-69, AND 73-77 AND LAND UNDERLYING AND SURROUNDING UNITS, UTILITIES, AND/OR ROADWAYS WHICH ARE NOT NEEDED TO SERVICE THE REMAINING UNITS AND AREA OF FUTURE DEVELOPMENT ARE TO BE CONSIDERED CONTRACTIBLE AREAS AND NEED NOT BE BUILT.

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HAMBURG ROAD (PUBLIC)
BRECKENRIDGE CONDOMINIUM
LOCP NO. 76, LIBER 1816, PAGE 701

UNIT NO.	SQUARE FEET	FIRST FLOOR ELEVATION
20	26,572	994.00
21	15,871	1002.00
22	26,286	1002.00
23	24,410	997.00
24	17,522	1002.00
25	16,513	997.00
26	19,324	994.00
27	29,285	990.00
28	19,020	996.00
29	16,582	995.00
30	17,636	997.00
31	20,100	993.00
38	17,087	979.00
39	18,074	976.00
40	15,634	974.00
41	15,000	974.00
42	15,000	973.00
43	16,421	974.00

LEGEND

- GENERAL COMMON ELEMENT
- 70 UNIT NUMBER
- 12 COORDINATE NUMBER
- 24 CURVE NUMBER
- B.M. BENCH MARK
- CONCRETE MONUMENT
- SET IRON
- A ARC DISTANCE
- 120 GROUND CONTOUR ELEVATION
- WETLAND BOUNDARY
- 100YR FLOODPLAIN

SITE / UNIT PLAN
PINE CREEK BLUFFS CONDOMINIUM
SCALE 1" = 40'
0 20 40 60 80

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.
CONSULTING ENGINEERS LAND SURVEYORS PLANNERS
TOLEDO, OHIO 43604 TELEPHONE 419-893-1770

DATE:
SCALE: 1" = 40'
SHEET 13 OF 28
JOB: 10480.05

NOTES:

1. UNITS 8-20, 28-37, 44-72 AND 78-89 ARE LOCATED WITHIN THE PINE CREEK RIDGE SUBDIVISION NO. 6 DRAINAGE DISTRICT AND ARE SUBJECT TO TERMS AND CONDITIONS PURSUANT TO ARTICLE X OF THE MASTER DEED. THE DRAINAGE DISTRICT BOUNDARY IS BASED ON THE PROPOSED SUBDIVISION MASTER GRADING PLAN AND MAY CHANGE BASED ON AS-BUILT GRADES.

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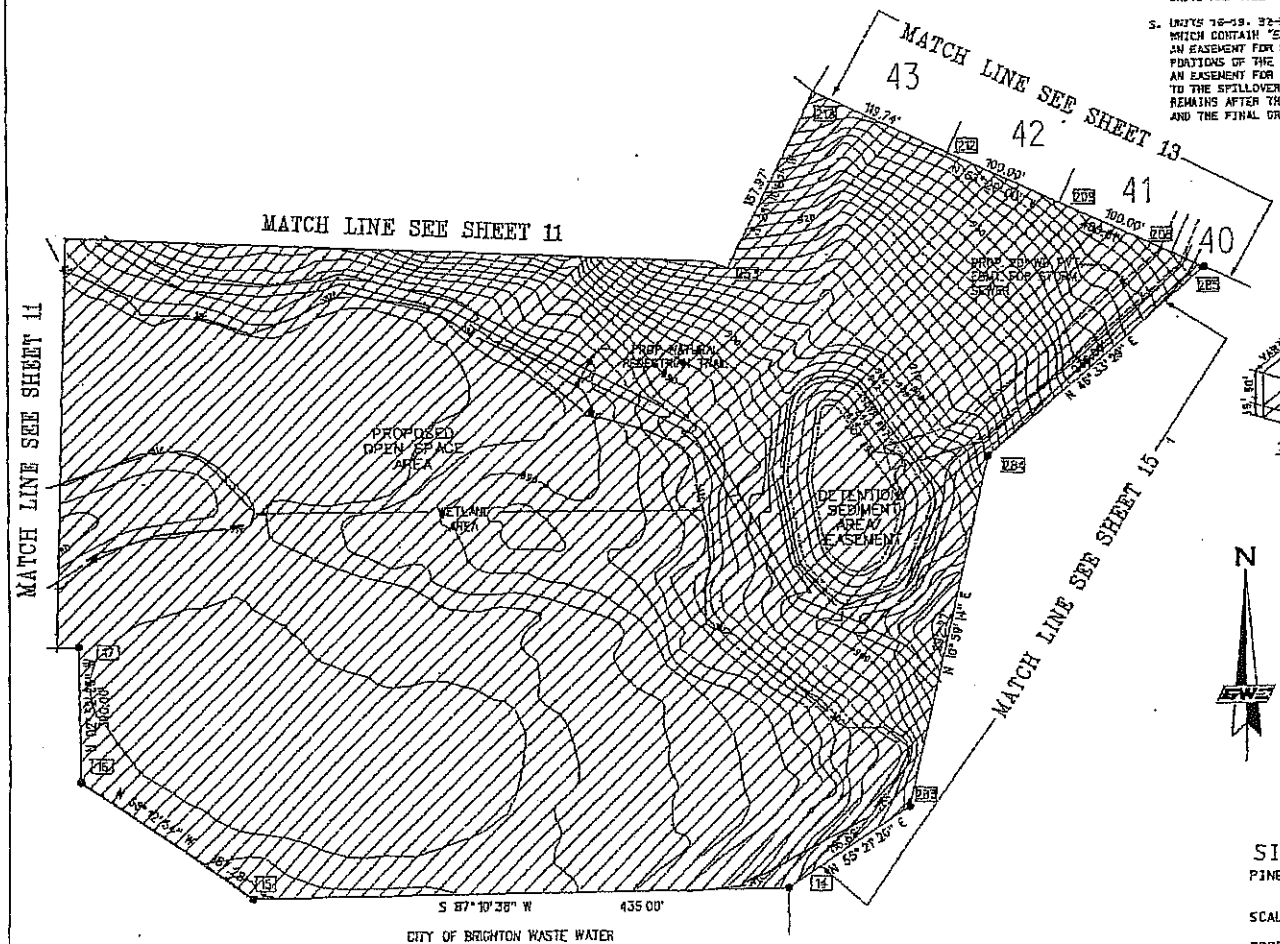
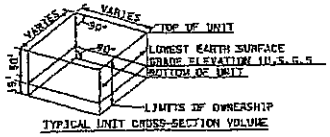




TYPICAL UNIT CROSS-SECTION VOLUME

SITE / UNIT PLAN

PINE CREEK BLUFFS CONDOMINIUM

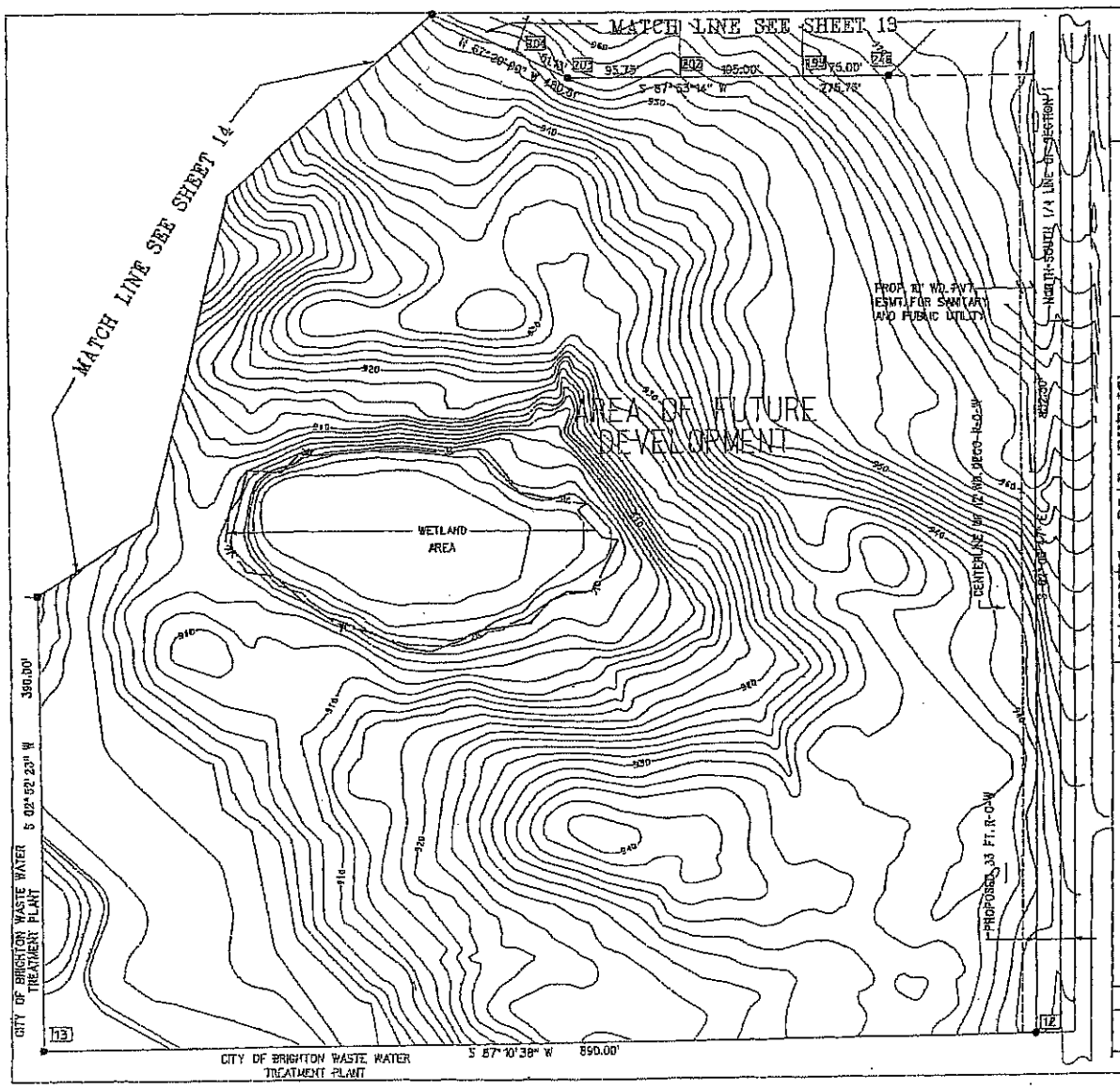
SCALE 1" = 40'

0 20 40 60 80

PROPOSED 10-25-02

Gilfillan/Webster Engineers, Inc.

DATE:
SCALE: 1" = 40'
SHEET: 14 OF 28
JOB: 7249.03



NOTES:

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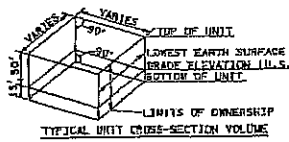


TYPICAL UNIT CROSS-SECTION VOLUME

LEGEND

- GENERAL COMMON ELEMENT
- 70 UNIT NUMBER
- 12 COORDINATE NUMBER
- 10 CURVE NUMBER
- B.M. BENCH MARK
- CONCRETE MONUMENT
- SET IRON
- ARC DISTANCE
- 880 GROUND CONTOUR /ELEVATION
- WETLAND BOUNDARY
- 100YR FLOODPLAIN

N

SITE / UNIT PLAN

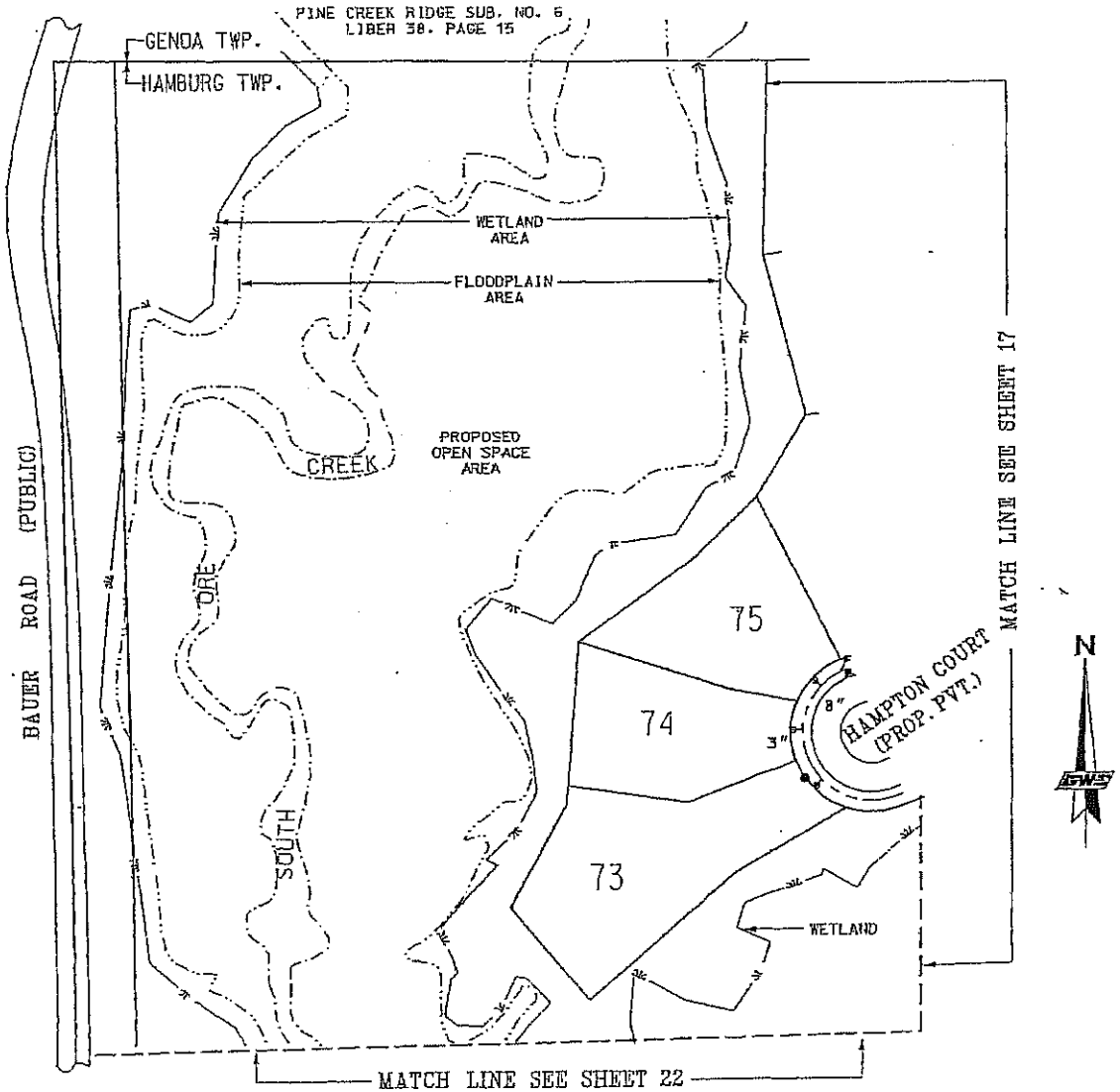
PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40' 0 20 40 60 80

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.

DATE:
SCALE: 1"=40'
SHEET: 13 OF 28
JOB: 2430.03



NOTES:

THERE WILL BE A PRIVATE EASEMENT FOR FRANCHISED UTILITIES GRANTED TO THE RESPECTIVE UTILITY COMPANY. AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A PRIVATE EASEMENT FOR SANITARY SEWER GRANTED TO HAMBURG TOWNSHIP . AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A PRIVATE EASEMENT FOR WATER MAIN GRANTED TO CITY OF BRIGHTON. AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A PRIVATE EASEMENT FOR STORM SEWER GRANTED TO THE HOMEOWNER'S ASSOCIATION. AND CENTERED ON THE UTILITY AS SHOWN.

ELECTRIC SERVICE BY DTE ENERGY CO., NATURAL GAS SERVICE BY CONSUMERS ENERGY. TELEPHONE SERVICE BY AMERITECH AND CABLE TELEVISION SERVICE BY CHARTER COMMUNICATIONS. THESE UTILITIES WILL BE SHOWN ON THE AS-BUILT DRAWINGS.

SERVICE LINE FOR SANITARY. WATER. GAS. POWER. TELEPHONE AND CABLE TELEVISION WILL BE SHOWN ON AS-BUILT DRAWINGS.

SANITARY SEWER. STORM SEWER AND WATER MAIN INFORMATION FROM PLANS PREPARED BY GIFFELS-WEBSTER ENGINEERS INC. AND FROM MUNICIPAL RECORDS.

UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS ONLY. AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO COMPLETENESS OR ACCURACY THEREOF.

LEGEND

- PROP. SANITARY SEWER
- PROP. STORM SEWER
- PROP. WATER MAIN
- PROP. 1" WATER SERVICE
- PROP. MANHOLE
- PROP. CATCH BASIN
- PROP. END SECTION
- PROP. HYDRANT
- PROP. GATE VALVE
- EXIST. SANITARY SEWER
- EXIST. STORM SEWER
- EXIST. WATER MAIN
- EXIST. GAS MAIN
- EXIST. OVERHEAD UTILITY LINE
- EXIST. UNDERGROUND ELECTRIC
- EXIST. UNDERGROUND TELEPHONE
- EXIST. MANHOLE
- EXIST. CATCH BASIN
- EXIST. END SECTION
- EXIST. HYDRANT
- EXIST. GATE VALVE

UTILITY PLAN

PINE CREEK BLUFFS CONDOMINIUM -

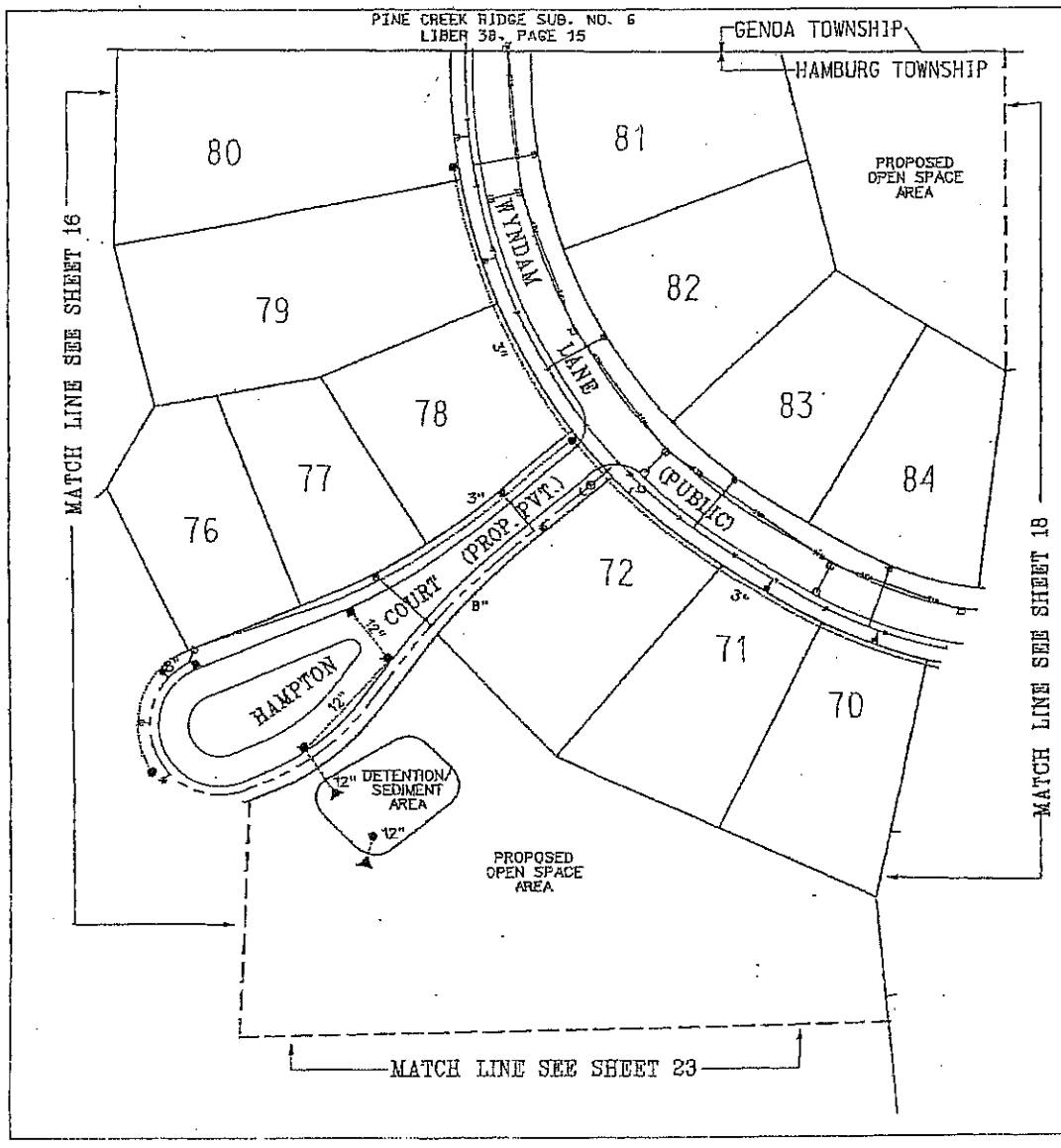
SCALE 1" = 40'

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.

DATE:
SCALE: 1" = 40'
SHEET 16 OF 28
JOB: 12490.05

V:\12490\DWG\12490UTIL.DWG



NOTES:

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THERE WILL BE A PRIVATE EASEMENT FOR SANITARY SEWER GRANTED TO HAMBURG TOWNSHIP, AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A PRIVATE EASEMENT FOR WATER MAIN GRANTED TO CITY OF BRIGHTON, AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A PRIVATE EASEMENT FOR STORM SEWER GRANTED TO THE HOMEOWNER'S ASSOCIATION, AND CENTERED ON THE UTILITY AS SHOWN.

ELECTRIC SERVICE BY DTE ENERGY CO., NATURAL GAS SERVICE BY CONSUMERS ENERGY, TELEPHONE SERVICE BY AMERITECH AND CABLE TELEVISION SERVICE BY CHARTER COMMUNICATIONS. THESE UTILITIES WILL BE SHOWN ON THE AS-BUILT DRAWINGS.

SERVICE LINE FOR SANITARY, WATER, GAS, POWER, TELEPHONE AND CABLE TELEVISION WILL BE SHOWN ON AS-BUILT DRAWINGS.

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- EXIST. UNDERGROUND TELEPHONE
- EXIST. MANHOLE
- EXIST. CATCH BASIN
- EXIST. END SECTION
- EXIST. HYDRANT
- EXIST. GATE VALVE

UTILITY PLAN

PINE CREEK BLUFFS CONDOMINIUM

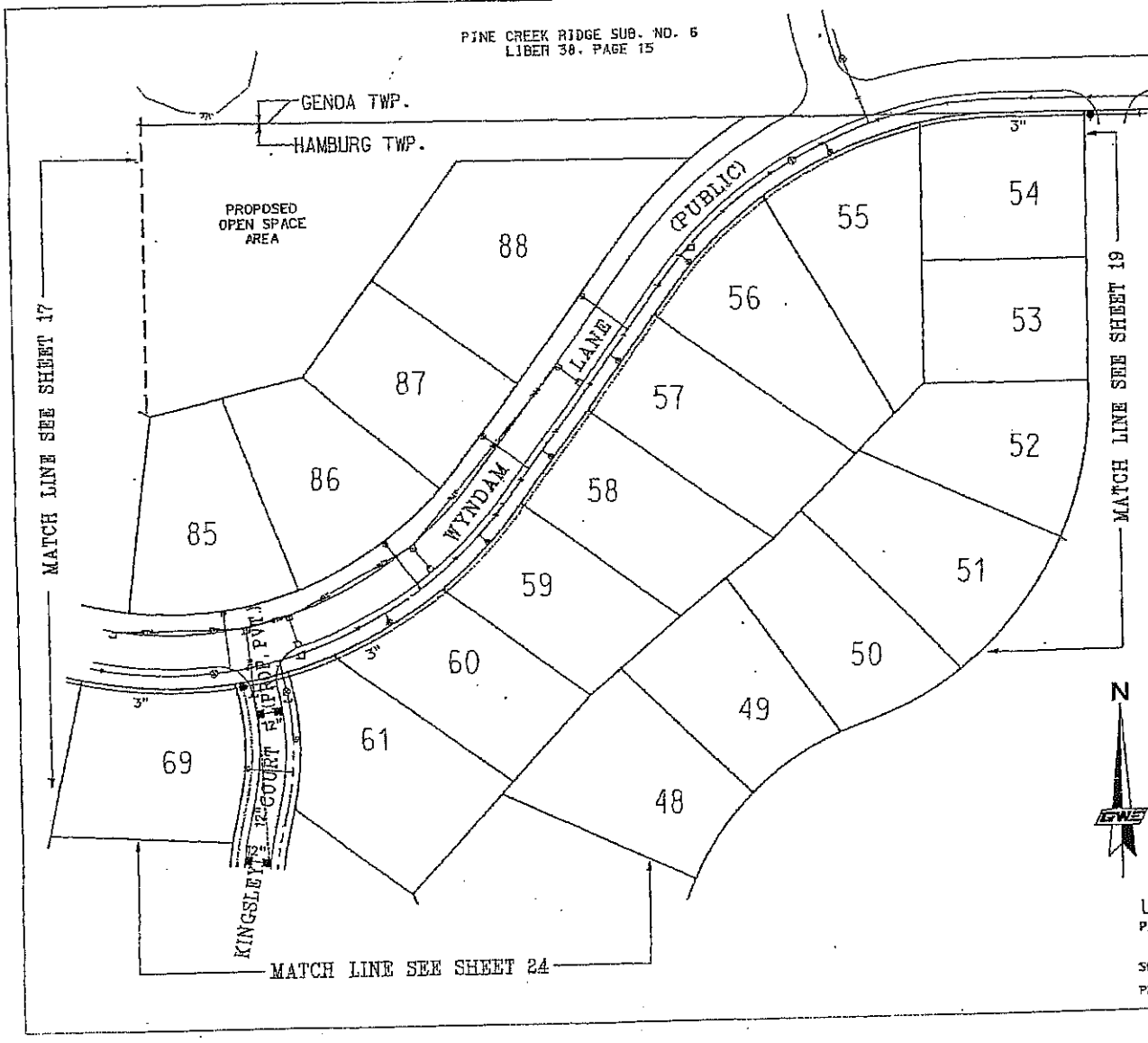
SCALE 1" = 40'

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.

DATE:
SCALE: 1" = 40'
SHEET: 17 OF 2
JOB#: 12490.05

12490.05\BPDGN\21.00\utilityplan



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SERVICE LINE FOR SANITARY, WATER, GAS, POWER, TELEPHONE AND CABLE TELEVISION WILL BE SHOWN ON AS-BUILT DRAWINGS.

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LEGEND

- PROP. SANITARY SEWER
- PROP. STORM SEWER
- PROP. WATER MAIN
- PROP. 1" WATER SERVICE
- PROP. MANHOLE
- PROP. CATCH BASIN
- PROP. END SECTION
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- EXIST. END SECTION
- EXIST. HYDRANT
- EXIST. GATE VALVE

UTILITY PLAN

PINE CREEK BLUFFS CONDOMINIUM

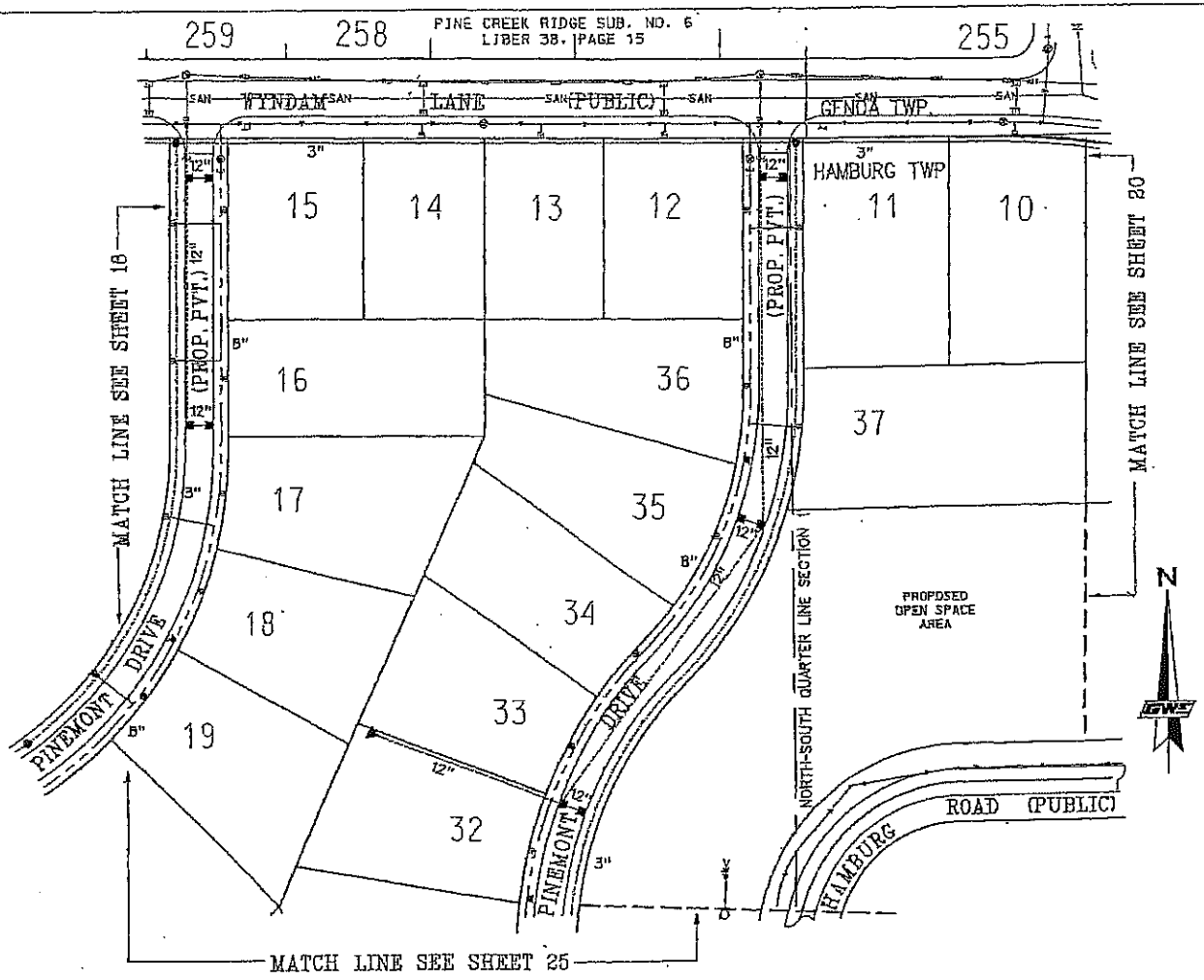
SCALE 1" = 40'

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.
Engineers and Surveyors Planners Landscape Architects
Northport Office: 231-386-5168
Ann Arbor Office: 734-663-2194

DATE:
SCALE: 1" = 40'
SHEET: 18 OF 28
JOB: 12490.05

D:\ 12490.05\DWGS/22.000\Utilityplan



NOTES:

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SERVICE LINE FOR SANITARY, WATER, GAS, POWER, TELEPHONE AND CABLE TELEVISION WILL BE SHOWN ON AS-BUILT DRAWINGS.

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LEGEND

- PROP. SANITARY SEWER
- PROP. STORM SEWER
- PROP. WATER MAIN
- PROP. 1" WATER SERVICE
- PROP. MANHOLE
- PROP. CATCH BASIN
- PROP. END SECTION
- PROP. HYDRANT
- PROP. GATE VALVE
- EXIST. SANITARY SEWER
- EXIST. STORM SEWER
- EXIST. WATER MAIN
- EXIST. GAS MAIN
- EXIST. OVERHEAD UTILITY LINE
- EXIST. UNDERGROUND ELECTRIC
- EXIST. UNDERGROUND TELEPHONE
- EXIST. MANHOLE
- EXIST. CATCH BASIN
- EXIST. END SECTION
- EXIST. HYDRANT
- EXIST. GATE VALVE

UTILITY PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.
CIVIL ENGINEERS PLANNERS LANDSCAPE ARCHITECTS
2001 BONIS STREET ROCHESTER, MICHIGAN 48306
(248) 852-7100

DATE:
SCALE: 1" = 40'
SHEET 19 OF 28
JOB: 12490.05

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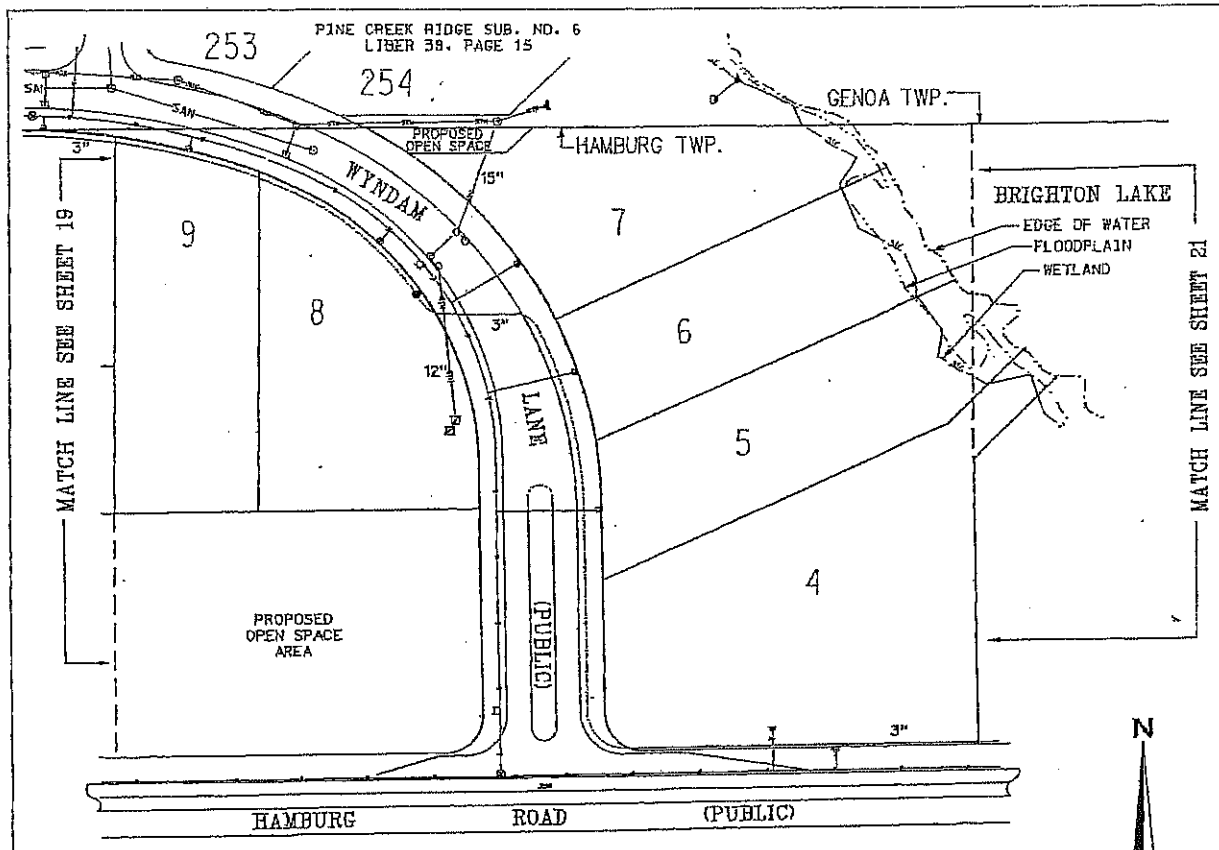

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UTILITY PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.

DATE:
SCALE: 1" = 40'
SHEET: 20 OF 28
JOB: 12490.05

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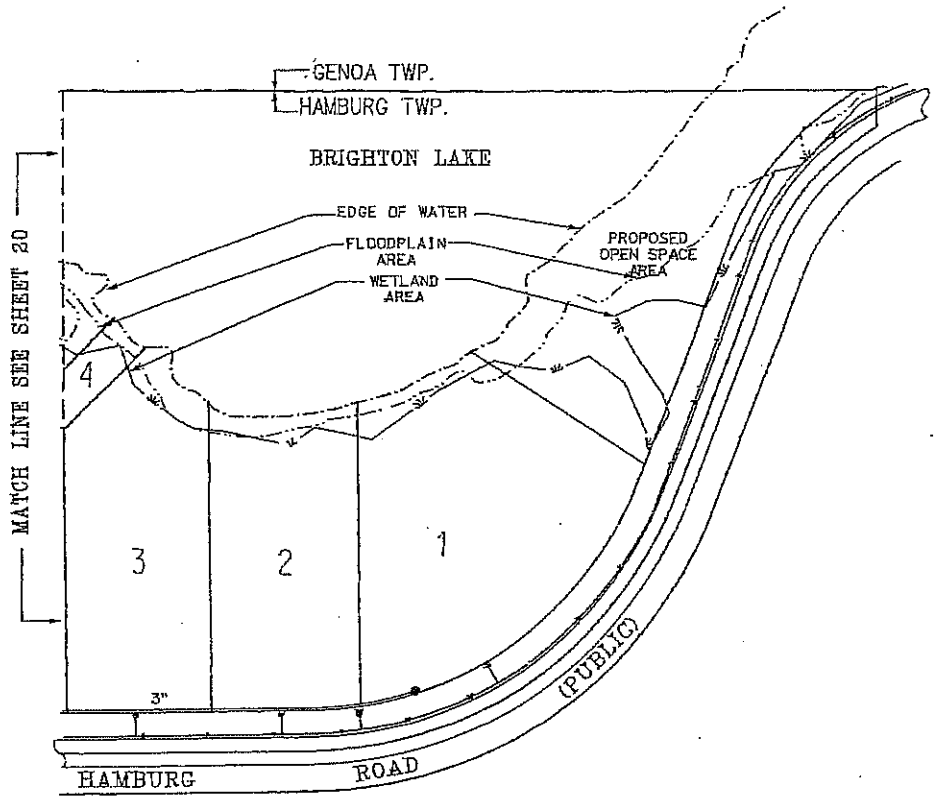

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UTILITY PLAN

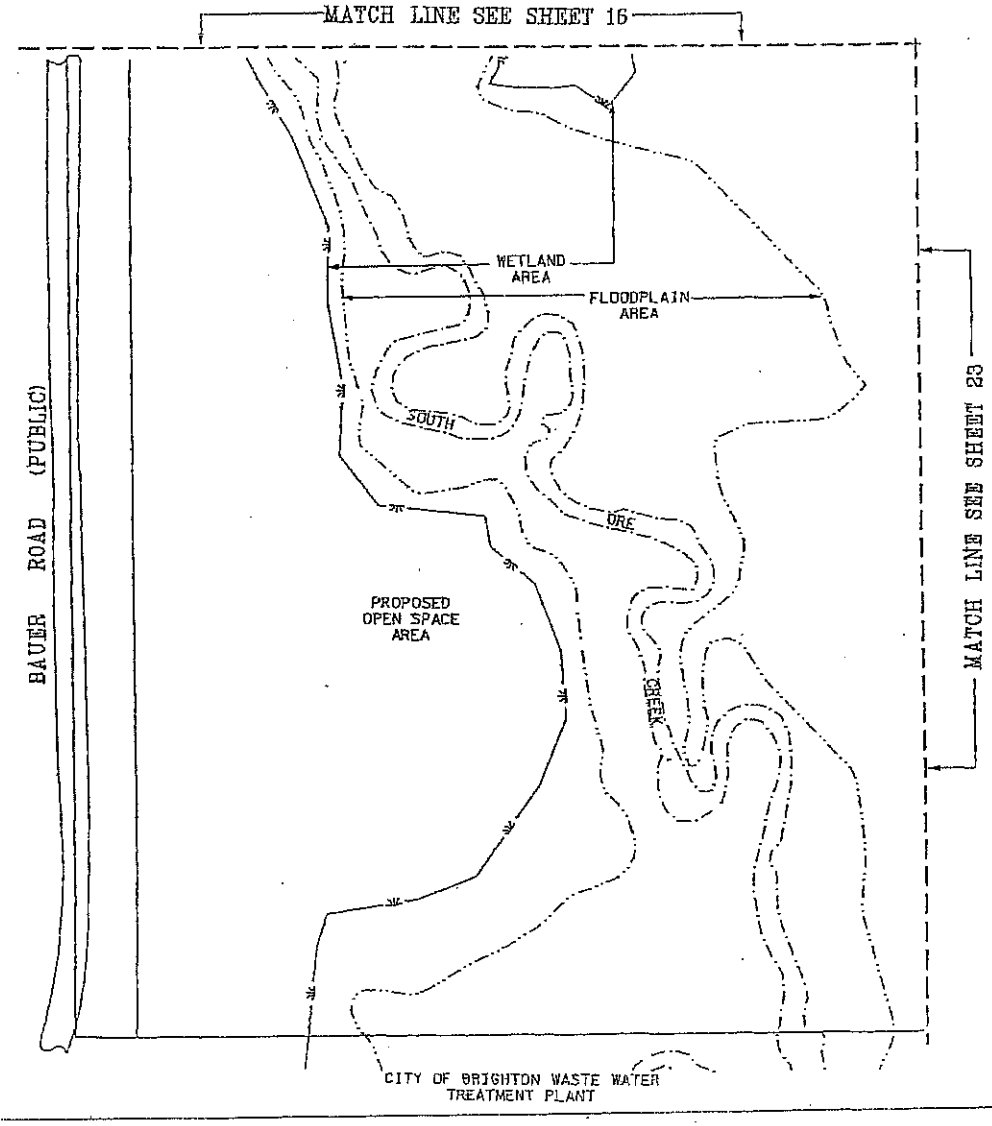
PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.

DATE:
SCALE 1"=40'
SHEET: 21 OF 28
JOB: 12490.05



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- EXIST. GATE VALVE

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UTILITY PLAN

PINE CREEK BLUFFS CONDOMINIUM

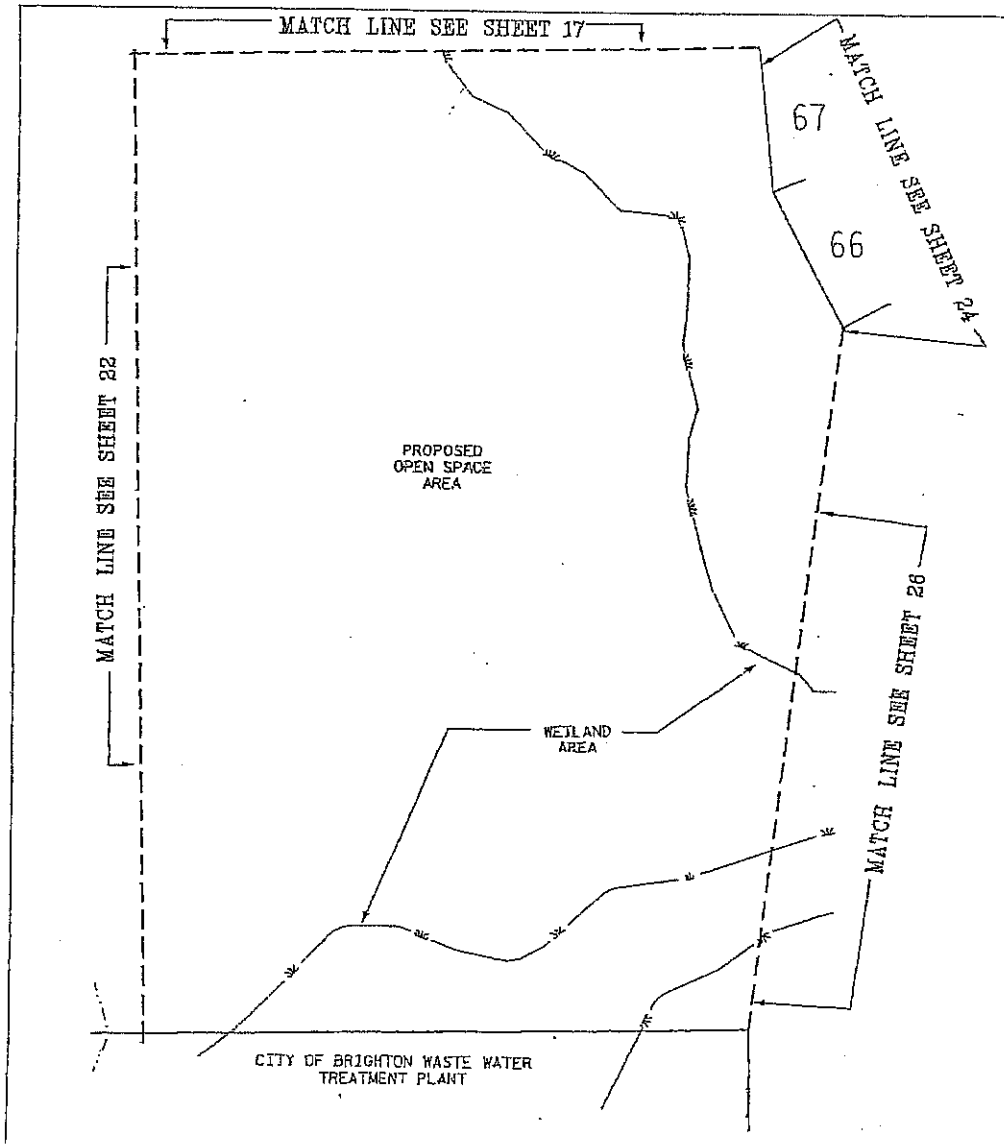
SCALE 1" = 40'

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.

DATE:
SCALE: 1" = 40'
SHEET: 22 OF 28
JOB: 12480.05

01\ 12480.05\DGGS\ 20.00\utilityplan.dgn



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N

UTILITY PLAN

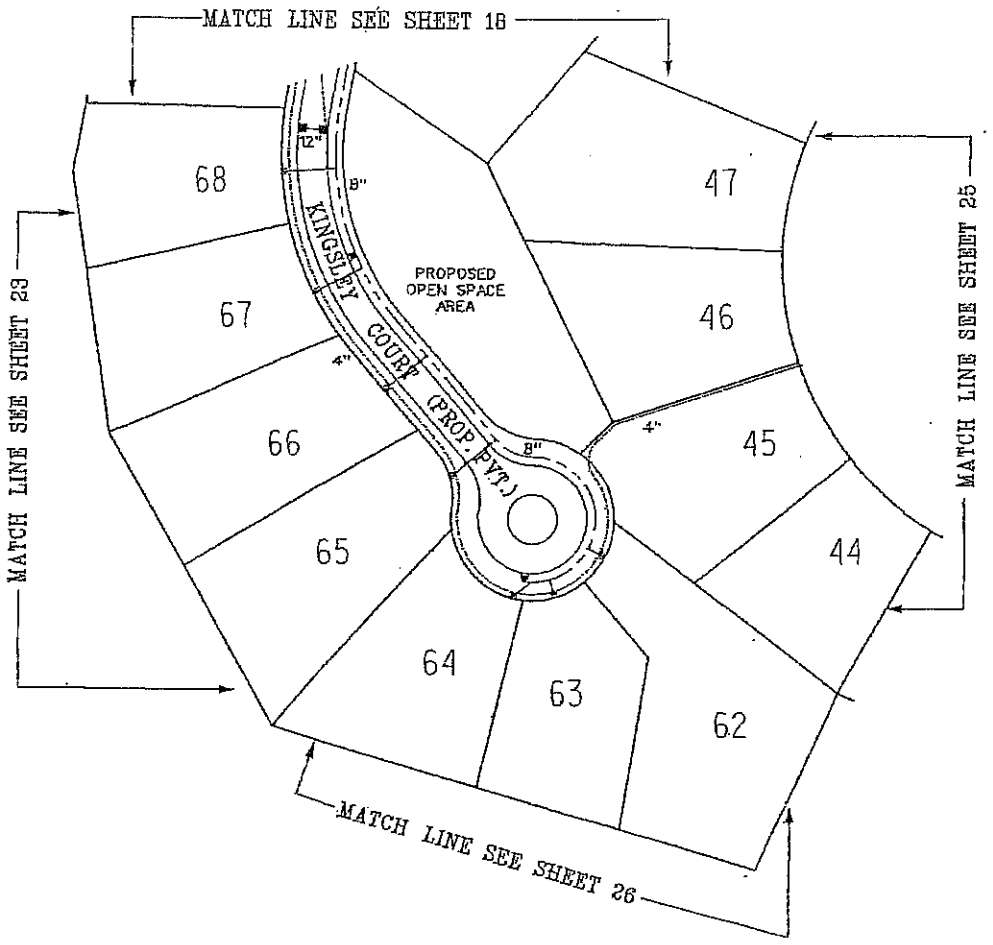
PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

PROPOSED 10-25-02

Gillett-Webster Engineers, Inc.

DATE
SCALE: 1" = 40'
SHEET: 23 OF 28
JOB 12490.05



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N

UTILITY PLAN

PINE CREEK BLUFFS

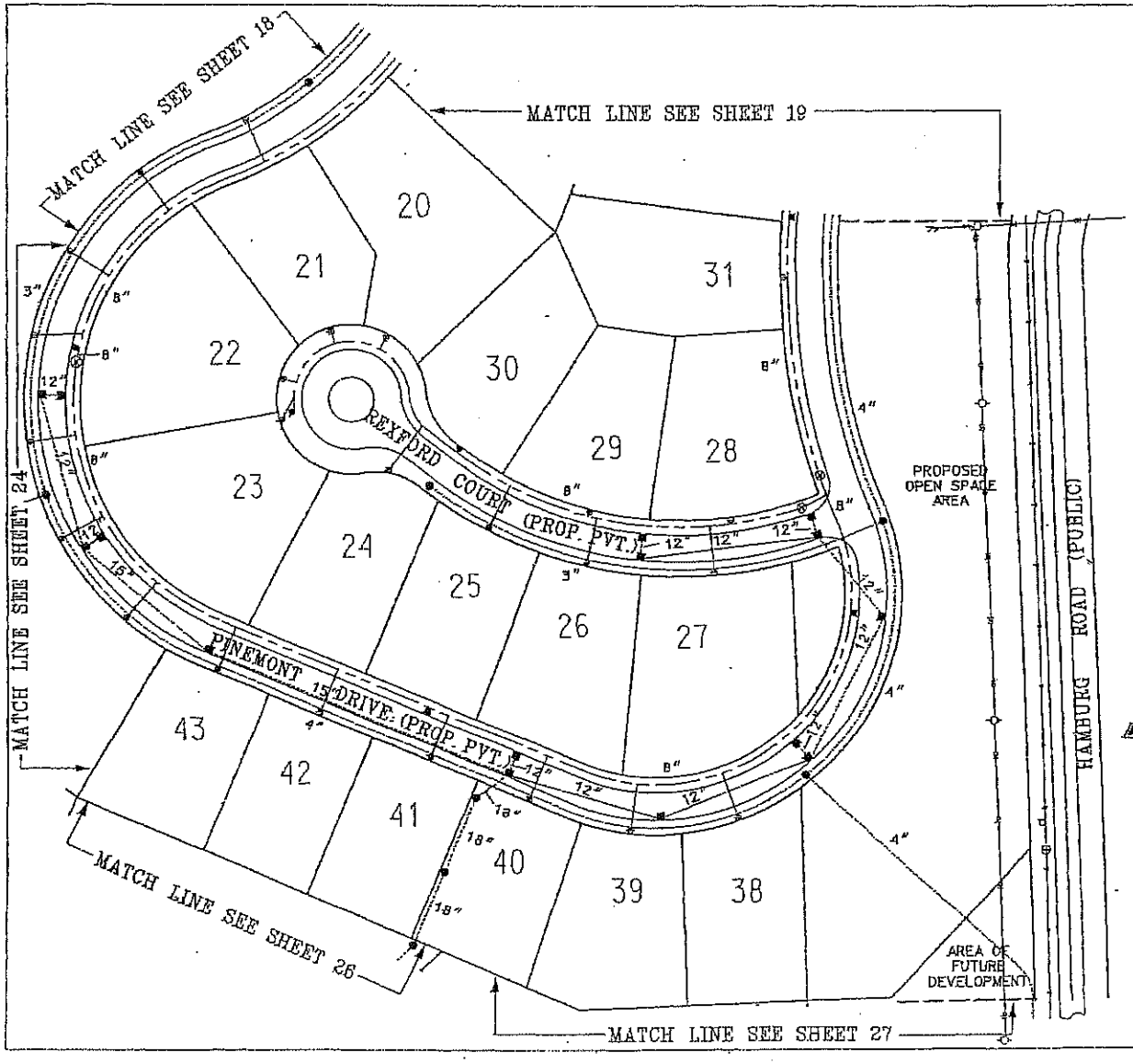
SCALE 1" = 40'

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.

DATE:
SCALE: 1" = 40'
SHEET: 24 OF 28
JOB: 12490.05

D:\ 12490.05 \FIG\SS\ 17.000utilityplan



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- EXIST. POLE/ANCHOR

UTILITY PLAN

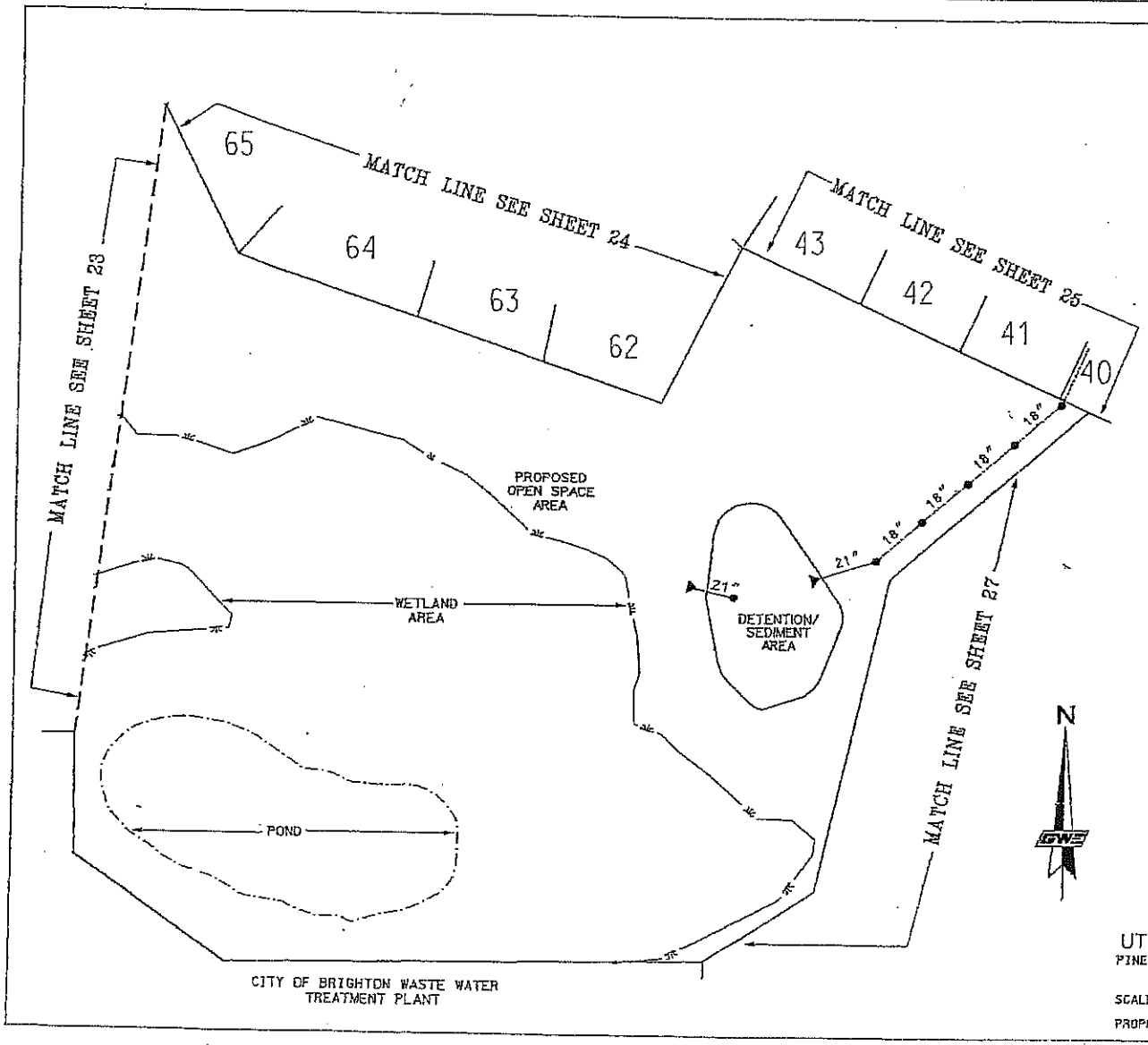
PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.

DATE:
SCALE: 1" = 40'
SHEET: 25 OF 28
JOB: 02490.05



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UTILITY PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.

DATE
SCALE: 1"=40'
SHEET: 26 OF 28
JOB: 12490.05

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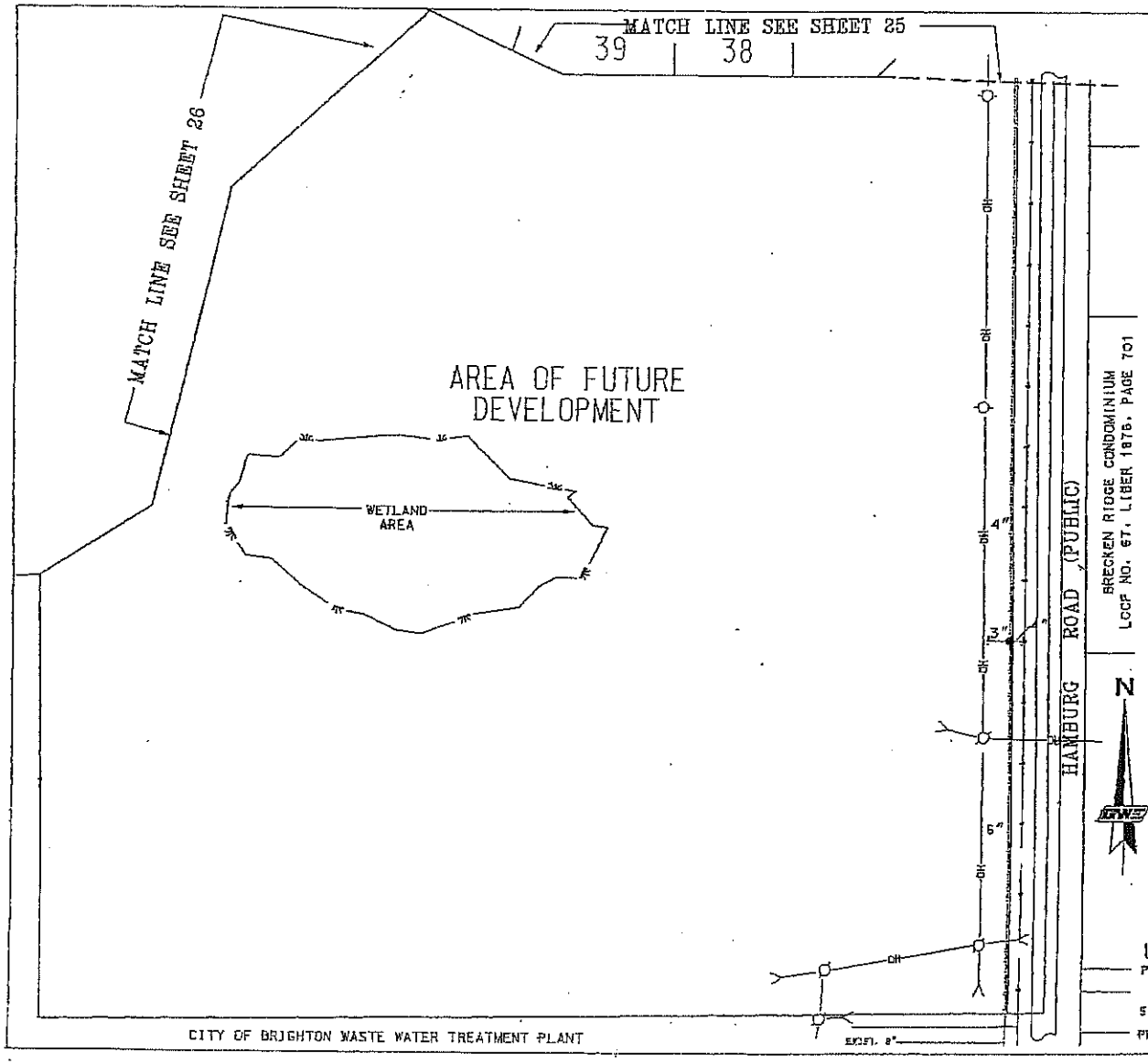

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UTILITY PLAN

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

PROPOSED 10-25-02

Giffels-Webster Engineers, Inc.

DRAWN: JJH

SCALE: 1" = 40'

SHEET: 27 OF 28

JOB: 12490.05

COORDINATE NUMBER	NORTH	EAST
1	9817.7250	4660.2076
2	9819.8040	4685.2766
3	9828.1310	7336.3020
4	9859.5475	7349.9857
5	9651.7059	8760.8154
7	9432.1314	8825.0564
8	9432.3801	8754.2143
9	9440.2174	8457.4192
10	9354.4871	7495.3459
11	9213.8231	7328.5895
12	7142.0553	7382.8531
13	7635.8508	8526.8055
14	8089.3606	8507.3574
15	8067.9383	8072.8852
16	8156.0502	5930.6921
17	8265.9138	5925.1785
18	8207.5544	4741.6164
24	9921.4250	8085.4820
25	9855.5929	8828.8246
26	9874.0865	8513.1002
27	9335.5160	5245.3070
28	9175.8734	5247.1021
29	9346.9459	5284.7936
30	9478.5336	5247.1589
31	9427.0844	5197.4505
32	9355.2439	5103.5586
33	9234.7998	5087.8358
34	9218.4150	5097.0530
35	9133.4955	5053.5486
36	9052.0645	5121.6591
37	9166.3910	5257.5850
38	9222.2418	5325.0520
39	9260.1675	5284.5295
40	9310.2252	5284.2249
41	9345.9482	5318.5107
42	9223.9390	5197.5470
43	9315.0680	5228.2680
44	9225.0811	5371.0595
45	9235.3377	5335.3286
46	9297.3007	5472.7173
47	9397.5357	5435.7405
48	9365.6582	5573.0327
49	9459.8047	5512.0659
50	9437.7316	5380.4521
51	9482.6054	5366.4992
52	9601.5178	5861.6842
53	9538.6025	5828.1472
54	9396.2350	5410.0524
55	9557.0959	5354.6217
56	9574.6457	5420.7772
57	9540.9798	5364.1973
58	9739.5054	5530.9227
59	9843.8586	5519.5250
60	9845.8667	5585.5250
61	9686.3376	5619.4241
62	9548.3852	5708.3538
63	9467.3362	5821.0258
64	9439.4752	5752.3816
65	9417.9750	5963.7339
66	9365.6565	5934.2030
67	9357.2257	5922.5365
68	9597.0300	5980.2820
69	9633.4964	5914.1392
70	9676.4310	5836.3460
71	9785.4570	5610.4700

COORDINATE NUMBER	NORTH	EAST
72	9851.9510	5769.5186
73	9269.4864	5623.7105
74	9214.8953	5755.4801
75	9161.0018	5865.5849
76	9355.1061	5515.0777
77	9479.7166	5798.9378
78	9456.9466	5835.5638
79	9356.0231	6039.5192
80	9212.8622	6060.4020
81	9243.4560	6119.5810
82	9367.7577	6108.3139
83	9441.0096	6116.8412
84	9614.0205	6044.1662
85	9635.2588	6177.5585
86	9723.4826	6178.1928
87	9891.1322	6252.1784
88	9957.6574	6466.0038
89	9759.5011	6897.0927
90	9632.6576	6810.0531
91	9553.9228	6255.8027
92	9535.6767	6242.2751
93	9383.0865	6149.2094
94	9169.6436	6225.9836
95	9271.3002	6311.8592
96	9351.2230	6380.5471
97	9444.2367	6245.6146
98	9516.5400	6310.7950
99	9523.8206	6315.1595
100	9422.7580	6442.1877
101	9484.3709	6543.4271
102	9810.5836	6514.6113
103	9686.8870	6434.1440
104	9572.7191	6614.8091
105	9610.6324	6649.5336
106	9504.0919	6629.8291
107	9371.0517	6668.0472
108	9638.9043	6875.1095
109	9520.2799	6947.0375
110	9540.0032	6713.7257
111	9458.1504	6502.2010
112	9320.9401	6505.7846
113	9375.7321	6408.7543
114	9264.5276	6629.7055
115	9252.4749	6047.3820
116	9575.9448	6617.7480
117	9748.9534	6671.7647
118	9881.0740	6742.7770
119	9883.3547	6817.7423
120	9753.4148	6821.6953
121	9643.4657	6825.0401
122	9625.4457	6825.5883
123	9499.3519	6602.4703
124	9864.8732	6867.7191
125	9734.9445	6872.2803
126	9634.9908	6873.3212
127	9526.6667	6875.6662
128	9542.0740	6967.9107
129	9454.1883	6936.9258
130	9376.7150	6782.9115
131	9888.3722	6982.6660
132	9798.4416	6997.2271
133	9891.4131	7082.8187
134	9741.4827	7087.1808
135	9677.9136	7089.1177

COORDINATE NUMBER	NORTH	EAST
136	9641.5287	7090.2237
137	9619.7256	7081.4809
138	9524.7285	7043.3923
139	9506.2072	7035.5665
140	9336.5775	6992.0121
141	9379.1914	6995.0413
142	9275.2300	6943.3595
143	9242.1507	6930.0968
144	9854.4541	7182.5735
145	9744.5234	7187.1346
146	9397.9511	7297.5209
147	9748.0205	7302.0815
148	9684.8369	7304.0037
149	9624.4900	7259.8542
150	9504.3742	7231.5718
151	9470.5647	7225.3405
152	9425.2380	7190.0212
153	9342.1693	7194.1201
154	9251.1671	7129.8178
155	9899.4715	7347.4972
156	9708.0014	7353.3320
157	9686.3573	7363.8805
158	9587.4018	7343.0234
159	9437.4241	7262.4213
160	9904.1878	7472.4115
161	9713.7378	7478.2054
162	9905.1522	7585.4939
163	9718.9238	7591.0393
164	9539.8847	7594.7492
165	9879.1940	7701.2774
166	9604.2422	7708.5413
167	9872.0670	7727.2313
168	9646.6810	7888.1780
169	9812.5163	7898.7474
170	9442.6980	7897.5480
171	9411.3429	7869.8170
172	9915.1813	7780.8115
173	9557.4863	7823.6658
174	9900.4908	7802.6008
175	9821.2934	7923.6732
176	9768.4943	7946.8795
177	9669.3497	7983.1293
178	9816.6180	7999.6650
179	9556.9132	7992.4073
180	9447.2830	7997.4452
181	9418.6911	8028.2982
183	9861.3777	8136.1599
184	9776.4495	8207.4609
185	9891.5210	8260.7519
186	9215.4082	8895.8411
187	9583.2116	8289.3222
188	9491.0357	8298.8384
189	8828.6410	8410.1720
190	9456.6019	8478.7074
192	9573.8690	8530.0540
193	9446.0955	8538.4480
194	9698.4080	8587.3640
197	8959.2014	8923.7201
199	8561.6180	7152.4400
200	8747.2477	7145.8389
201	8707.6325	7042.0292
202	8557.7470	7047.5594
203	8554.2170	6951.8754
204	8573.9200	6904.6966
205	8717.3402	6952.1336

COORDINATE NUMBER	NORTH	EAST
206	8723.0704	6938.7945
207	8754.7025	6851.0515
208	8616.2381	6803.2463
209	8654.8250	6710.8700
210	8793.2394	6769.7753
211	8837.7762	6676.4980
212	8893.3818	6619.6938
213	8738.5092	6508.2037
214	8871.9821	6538.5931
215	8812.1522	7143.2442
216	8948.8010	7138.1986
217	8938.1637	7006.1353
218	8759.3698	6988.9216
219	8809.5778	6938.3990
220	8959.3873	6915.8217
221	9004.5568	6826.7924
222	9050.1503	6762.2454
223	8893.6122	6659.1791
224	9030.2502	6731.6733
225	8016.7280	6810.3598
226	9028.5300	6762.4300
227	9082.0444	6595.5135
228	9052.0169	6515.2145
229	9140.7079	6704.3920
230	9265.0560	6609.9478
231	9283.5444	6644.7605
232	9316.8652	6711.6539
233	9222.3277	6772.0398
234	9156.6007	6751.3973
235	9124.7723	6809.6344
236	9033.5770	6816.2310
237	9038.3819	6838.3252
238	9027.9195	6889.3658
239	9156.8776	6968.3132
240	9146.8817	7037.0767
241	8997.6903	7013.6190
242	9008.3682	7142.2180
243	9362.4282	7119.4829
244	9005.6048	7217.4950
245	9155.3552	7130.8564
247	8593.9064	7347.7431
248	8564.3820	7227.4570
249	8595.1291	7380.7207
250	8769.2088	6956.0520
251	8902.2972	6637.2823
252	8956.1590	6618.1145
253	8595.6280	6449.2270
254	8627.7554	6335.9943
255	8661.9186	6218.1255
256	8710.7772	6052.2709
257	8838.7346	5978.0884
258	8947.4983	5916.1192
259	9081.2105	5899.8816
260	9120.0855	6064.5109
261	9214.3572	6111.2752
262	9250.1215	6202.1967
263	9171.5325	6483.2132
264	9180.3398	6451.5394
265	8003.8761	6474.8884
266	8830.5780	6516.5430

COORDINATE NUMBER	NORTH	EAST
267	8828.3684	6392.9561
268	8878.1848	6328.2188
269	8945.4390	6265.1760
270	8959.4950	6326.8644
271	9107.6296	6254.2862
272	8767.5610	6355.9464
273	8828.8600	6304.5541
274	8573.8324	6255.0887
275	8871.1400	6136.7647
276	8888.3580	6196.8290
277	8934.8672	6183.4238
278	8951.4902	6162.5408
279	9028.1751	6105.5858
280	9046.1756	6155.6067
281	8966.9179	6221.8002
282	8953.3101	6300.4548
283	9155.6910	6603.3490
284	8442.6060	6659.0530
285	8604.9268	6830.4510
300	9619.2543	4710.7839
301	9330.3934	5627.2910
303	9422.1430	5766.5680
304	5599.3730	5807.2950
305	9722.7183	6451.4650
306	9805.5267	7501.7803
307	9223.3264	6052.0862
308	9207.4974	7173.6979
310	9173.9357	7179.9332
311	9205.6938	7128.7310
312	9172.9520	7129.9570
313	9014.1294	8171.2303

COORDINATE INFORMATION SHEET

PINE CREEK BLUFFS CONDOMINIUM

SCALE 1" = 40'

0 20 40 60 80

PROPOSED 10-25-02

Gilbert-Webster Engineers, Inc.

DATE:
SCALE: 1" = 40'
SHEET: 28 OF 28
JOB: 2490.00

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

PINE CREEK BLUFFS CONDOMINIUM ASSOCIATION

ID NUMBER: 774146

received by facsimile transmission on February 19, 2002 is hereby endorsed

Filed on February 19, 2002 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of February, 2002.

, Director

Bureau of Commercial Services

Sent by Facsimile Transmission 02050

PINE CREEK BLUFFS CONDOMINIUM ASSOCIATION

NONPROFIT
ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a nonprofit corporation under the provisions of Act No. 162 of the Public Acts of Michigan of 1982, as follows:

ARTICLE I

The name of the Corporation is Pine Creek Bluffs Condominium Association.

ARTICLE II

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

(a) To manage and administer the affairs of, and to maintain, Pine Creek Bluffs, a condominium located in Hamburg Township, Livingston County, Michigan (hereinafter referred to as the "Condominium") and the Common Elements thereof;

(b) To levy and collect assessments against and from the members of the Corporation and to use the proceeds thereof for the purposes of the Corporation;

(c) To carry insurance and to collect and to 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;

(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 Corporation in furtherance of any of the purposes of the Corporation;

(g) To grant easements, rights-of-entry, rights-of-way, and licenses to, through, over and with respect to the Corporation's property and/or the Common Elements of the Condominium on behalf of the members of the Corporation in furtherance of any of the purposes of the Corporation and to dedicate to the public any portion of the Common Elements of the Condominium;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Corporation and to secure the same by mortgage, pledge, or other lien on property owned by the Corporation;

(i) To make and enforce reasonable rules, regulations, resolutions, and/or policies concerning the use and enjoyment of the Condominium;

(j) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this Corporation as may hereinafter be adopted;

(k) To sue in all courts and participate in actions and proceedings judicial, administrative, arbitrative or otherwise, subject to the express limitations on suits, actions and proceedings as set forth in Article XI of these Articles;

(l) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended;

(m) To promote the welfare and interests of the Condominium and Co-owners before municipal, county and State governmental bodies and agencies.

(n) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

Said Corporation is organized upon a non-stock basis.

The amount of assets which said Corporation possesses is:

Real Property:	None
Personal Property:	None

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

Assessment of Members owning Units in the Condominium.

The Corporation is organized on a membership basis.

ARTICLE IV

The address of the initial registered office is:

30100 Telegraph Road, Suite 366
Bingham Farms, Michigan 48025

The mailing address of the initial registered office is:

Same

The name of the initial resident agent at the registered office is:

Laurence R. Goss

ARTICLE V

The name and business address of the incorporator is:

David S. Keast
Meisner & Associates, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506

ARTICLE VI

The name and address of the first Board of Directors is as follows:

Laurence R. Goss
30100 Telegraph Road, Suite 366
Bingham Farms, Michigan 48025-4506

ARTICLE VII

The term of the corporate existence is perpetual.

ARTICLE VIII

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

(a) Each Co-owner (including the Developer) of a Unit in the Condominium shall be a member of the Corporation, and no other person or entity shall be entitled to membership; except that the first Board of Directors named herein shall be a member of the Corporation until such time as the Condominium is established and any Unit

owner qualifies as a member; provided that such director's termination as a member shall not affect his or her status as a director.

(b) Membership in the Corporation shall be established by the acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a Deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the Corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium), the new Co-owner thereby becoming a member of the Corporation, and the membership of the prior Co-owner thereby being terminated.

(c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the member's Unit in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

ARTICLE IX

Section 1. A volunteer director, as defined in Section 110(2) of Act No. 162 of the Public Acts of 1982, as amended, and/or a volunteer officer are not personally liable to the Corporation or its members for monetary damages for a breach of the director's or officer's fiduciary duty. However, this provision shall not eliminate or limit the liability of a director or officer for any of the following:

(A) A breach of the director's or officer's duty of loyalty to the Corporation or its members.

(B) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law.

(C) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended.

(D) A transaction from which the director or officer derived an improper personal benefit.

(E) An act or omission occurring before the effective date of these Articles of Incorporation.

(F) An act or omission that is grossly negligent.

Section 2. The Corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of these Articles of Incorporation if all of the following are met:

(A) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.

(B) The volunteer was acting in good faith.

(C) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.

(D) The volunteer's conduct was not an intentional tort.

(E) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

Section 3. If, after the adoption of this Article by the Corporation, the Michigan Nonprofit Corporation Act is amended to further limit or eliminate the liability of a volunteer director, volunteer officer, or other volunteer, then a volunteer director, volunteer officer, or other volunteer shall not be liable to the Corporation or its members as provided in the Michigan Nonprofit Corporation Act, as amended.

Section 4. No amendment, alteration, modification or repeal of this Article IX shall have any effect on the liability of any volunteer director, volunteer officer, or other volunteer of the Corporation with respect to any act or omission of such volunteer director, volunteer officer, or other volunteer occurring prior to such amendment, alteration, modification or repeal.

Section 5. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

ARTICLE X

Any action which may be taken at a meeting of the members of the Corporation (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members. Written consents may be solicited in the same manner as provided in the Bylaws for the Corporation for the giving of notice of meetings of members. Such solicitation may specify:

(a) The percentage of consents necessary to approve the action; and

(b) The time by which consents must be received in order to be counted.

The form of written consents shall afford an opportunity to consent (in writing) to each matter and shall provide that, where the member specifies his or her consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period specified in the solicitation of a number of written consents which equals or exceeds the minimum number of votes which would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted.

ARTICLE XI

Notwithstanding any other provision of these Articles to the contrary, the requirements of this Article XI shall govern the Corporation's commencement and conduct of any civil action except for actions to enforce the Bylaws of the Corporation or to collect delinquent assessments. The requirements of this Article XI will ensure that the members of the Corporation are fully informed regarding the prospects and likely costs of any civil action the Corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the Corporation shall have standing to sue to enforce the requirements of this Article XI. The following

procedures and requirements apply to the Corporation's commencement of any civil action other than an action to enforce the Bylaws of the Corporation or to collect delinquent assessments:

(a) The Corporation's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

(b) Before any attorney is engaged for purposes of filing a civil action on behalf of the Corporation, the Board shall call a special meeting of the members of the Corporation ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

(-a-) it is in the best interests of the Corporation to file a lawsuit;

(-b-) that at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Corporation, without success;

(-c-) litigation is the only prudent, feasible and reasonable alternative; and

(-d-) the Board's proposed attorney for the civil action is of the written opinion that litigation is the Corporation's most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the Corporation in the proposed civil action, including the following information:

(-a-) the number of years the litigation attorney has practiced law; and

(-b-) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(3) The litigation attorney's written estimate of the amount of the Corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees,

court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The litigation attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by subparagraph (f) of this Article XI.

(7) The litigation attorney's legal theories for recovery of the Association.

(c) If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the Corporation have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the litigation evaluation meeting.

(d) The Corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the Corporation's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Corporation (other than a suit to enforce the Bylaws or collect delinquent assessments) shall require the approval of sixty-six and two-thirds (66-2/3%) percent of all members. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article XI shall be paid by special assessment of the members of the Corporation ("litigation special assessment"). Notwithstanding anything to the contrary herein, the litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by sixty-six and two-thirds (66-2/3%)

percent of all members in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Corporation. The litigation special assessment shall be apportioned to the members equally and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article XI, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

(1) The attorney's fees, the fees of any experts retained by the attorney or the Association, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) the status of the litigation;

(2) the status of settlement efforts, if any; and

(3) the attorney's written report.

(i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting

shall have the same quorum and voting requirements as a litigation evaluation meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XI ("litigation expenses") shall be fully disclosed to members in the Corporation's annual budget. The litigation expenses for each civil action subject to this Article XI shall be listed as a separate line item captioned "litigation expenses" in the Corporation's annual budget.

ARTICLE XII

No contract or other transaction between this Corporation and any other corporation, firm, or association shall be subject to cancellation because one or more of the directors or officers of this Corporation are interested in or are directors or officers of the other corporation, firm, or association. Any individual director or officer may be a party to or may be interested in any contract or transaction of this Corporation. However, the contract or other transaction must be fair and reasonable to this Corporation when it is authorized, approved, or ratified, and the individual must disclose the material facts about the relationship or interest to the Board of Directors before it authorizes, approves, or ratifies the contract or transaction by a sufficient vote that does not include the vote of the interested director or officer. Any person who becomes a director or an officer of this Corporation is relieved from any liability that might otherwise exist from contracting with this Corporation for the benefit of that person or any firm, association, or corporation in which the person is otherwise interested in as stated in this Article.

ARTICLE XIII

These Articles of Incorporation may only be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of all members.

Signed this 15th day of February, 2002.

David S. Keast

David S. Keast

DSK/server/Burton-KatzmanPine Walnut Woods Condominium/Articles 2.15.2002

PINE CREEK BLUFFS CONDOMINIUM

ESCROW AGREEMENT

THIS AGREEMENT is entered into this 12th day of September, 2003, between River Place / Abbey Limited Partnership ("Developer"), and Ticor Title Insurance Company ("Escrow Agent") through its duly designated agent for this purpose, Metropolitan Title Company.

WHEREAS, River Place / Abbey Limited Partnership, a Michigan limited partnership, has established Pine Creek Bluffs Condominium as a residential Condominium Project under applicable Michigan law, the Master Deed of which has been recorded in Liber _____, Pages _____ through _____, both inclusive, Livingston County Records.

WHEREAS, Developer is selling Condominium Units in Pine Creek Bluffs Condominium and is entering into Purchase Agreements with Purchasers for such Units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreement be held in an escrow account with an Escrow Agent; and,

WHEREAS, the parties hereto desire to enter into an Escrow Agreement to establish an escrow account for the benefit of Developer and for the benefit of each Purchaser (hereinafter "Purchaser") who makes deposits under a Purchase Agreement; and,

WHEREAS, Escrow Agent is acting as an independent party hereunder pursuant to the provisions of this Agreement and the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter the "Act") for the benefit of Developer and all Purchasers and not as the agent of any one or less than all of such parties.

NOW, THEREFORE, it is agreed as follows:

1. **Initial Deposit of Funds.** Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement, together with a fully executed copy of such Agreement and a receipt signed by the Purchaser for the recorded Master Deed, *The Condominium Buyer's Handbook* and the Disclosure Statement.

2. **Release of Funds.** The sums paid to Escrow Agent under the terms of any Purchase Agreement shall be held and released to Developer of Purchaser only upon the conditions hereinafter set forth:

   A. **Upon Withdrawal by Purchaser.** The escrowed funds shall be released to Purchaser under the following circumstances:

      (i) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and he fails to do so as provided therein and duly withdraws from the Purchase Agreement as a result thereof, Escrow Agent shall release to Purchaser all sums held by it pursuant to said Agreement.

      (ii) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that the Purchase Agreement becomes binding under Section 2 thereof, Escrow Agent shall, within three (3) business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

      (iii) In the event that a Purchaser duly terminates a Purchase Agreement executed under the provisions of Section 88 of the Act and pursuant to Paragraphs 7 and 8 of the General Provisions of a Purchase Agreement, Escrow Agent shall release all of Purchaser's deposits held thereunder to Purchaser.

   B. **Under Default by Purchaser.** In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of ten (10) days after written notice by Developer to Purchaser, Escrow Agent shall release all

sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement.

C. **Upon Conveyance of Title to Purchaser.** Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement), Escrow Agent shall release to Developer all sums held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer or architect confirming:

(i) That those portions of the phase of the Condominium Project in which such Purchaser's Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete; and

(ii) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located, which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete.

If the elements or facilities referred to in Paragraphs 2C(i) and 2C(ii) above are not substantially complete, only sufficient funds to finance substantial completion of such elements or facilities shall be retained in escrow and the balance may be released. All funds required to be retained in escrow may be released, however, if other adequate security shall have been arranged as provided in Paragraph 2F below. Determination of amounts necessary to finance substantial completion shall likewise be determined by the certificate of a licensed professional architect or engineer. For purposes of Paragraph 2C(i) above, the portion of the Condominium Project in which Purchaser's Unit is located shall be "substantially complete" when all utility mains and leads and all private roads, sidewalks and driveways (to the extent such items are designated on the Condominium Subdivision Plan as "must be built") are substantially complete, as evidenced by certificates of substantial completion issued by a licensed professional architect or engineer as described in Section 3 below. Improvements of the type described in Paragraph 2C(ii) above shall be substantially complete when certificates of substantial completion have been issued therefor by a licensed professional architect or engineer, as described n Section 3.

D. **Release of Funds Escrowed For Completion of Incomplete Improvements.** Upon furnishing Escrow Agent a certificate from a licensed professional architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such funds or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s); provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer.

E. **Release of Interest Earned Upon Escrowed Funds.** Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of his withdrawal from a Purchase Agreement shall be paid to Developer.

F. **Other Adequate Security.** If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Developer if Developer has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

G. **In the Event Elements or Facilities Remain Incomplete.** If Escrow Agent is holding in escrow funds or other security for completion of incomplete elements or facilities under 103b(7) of the Act, such funds or other security shall be administered by Escrow Agent in the following manner:

(i) Escrow Agent shall upon request give all statutorily required notices under 103b(7) of the Act.

(ii) If Developer, the Pine Creek Bluffs Condominium Association and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent for Escrow Agent's protection, as determined by Escrow Agent in its absolute and sole discretion), as to the disposition of the funds or security in escrow under 103b(7) of the Act, Escrow Agent shall release such funds or security in accordance with the terms of such written agreement among such parties.

(iii) Failing written agreement as provided in Paragraph 2G(ii) above, Escrow Agent shall be under no obligation whatever to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion at any time take either of the following actions:

(a) Initiate an interpleader action in any circuit court in the State of Michigan naming the Developer, the Pine Creek Bluffs Condominiums and all other claimants and interested parties as parties and deposit all funds or other security in escrow under 103b(7) of the Act with the clerk of such court in full acquittance of its responsibilities under this Agreement; or

(b) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer and the Pine Creek Bluffs Condominium Association shall be named as parties. Escrow Agent shall continue to hold all sums in escrow under 103b(7) of the Act pending the outcome of such arbitration but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any circuit court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration decision or may commence in interpleader action with respect thereto as provided above.

3. **Proof of Occurrences; Confirmation of Substantial Completion; Determination of Cost to Complete.** Escrow Agent may require reasonable proof of occurrence of any of the events, actions or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement either to a Purchaser thereunder or to Developer. Whenever Escrow Agent is required hereby to receive the certification of a licensed professional architect or engineer that a facility, element, structure, improvement or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans therefor, it may base such confirmation entirely upon the certificate of the Developer to such effect coupled with the certificate to the same effect of a licensed professional architect or engineer. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures and improvements for which escrowed funds are being specifically maintained under Paragraph 2D above shall be made entirely by a licensed professional engineer or architect and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections of the Project or any portion thereof by a representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent and Escrow Agent may rely entirely upon certificates, determinations and estimates as described above in retaining and releasing all escrowed funds hereunder.

4. **Conflicting Claims.** If Escrow Agent receives conflicting instructions or claims to the funds, securities or documents held in escrow, then it may take any one or more of the followings actions:

A. It may release all or any portion of the funds to the party which Escrow Agent, in its sole judgment, determines is entitled to receive such funds, securities and documents under other provisions of this Agreement, in full acquittance of its responsibilities under this Agreement with respect to the funds, securities and documents so deposited, except that, in the event that Escrow Agent does so, and a court

of competent jurisdiction subsequently determines that the aforesaid determination was in error, then Escrow Agent shall be liable to account for the funds, securities and documents so released, to the extent not recovered from the party to whom they were paid, but shall not be liable for any consequential loss or damages sustained as the proximate result of Escrow Agent's actions if taken in good faith and in accordance with this paragraph;

B. It may continue to hold, subject to the terms and conditions of this escrow, all or any portion of the funds, securities and documents affected by the conflicting instructions or claims, and may take no further action until it shall receive additional instructions, either in the form of a signed agreement of all interested parties or the final order of a court of competent jurisdiction; OR

C. It may initiate before any circuit court in the State of Michigan an interpleader action which names all interested parties and which deposits with the clerk of said court all or any portion of the funds, securities and documents affected by the adverse claims, in full acquittance of its responsibilities under this Agreement with respect to the funds, securities and documents so deposited.

5. **Limited Liability of Escrow Agent; Right to Deduct Expenses From Escrow Deposits.** Upon making delivery of the funds deposited with Escrow Agent pursuant to any Purchase Agreement and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability thereunder and hereunder, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreements and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit sold under any other Agreement. Escrow Agent is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this Agreement.

Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination of the type described Section 3, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-owner or any other party for any error in such certificate, cost estimate or determination or for any act or omission by the Escrow Agent in reliance thereon.

Except in instances of gross negligence or willful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds retained in escrow (or which were replaced by security) less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorney's fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

Notwithstanding any other provision herein to the contrary, Escrow Agent shall be under no obligation to release funds deposited hereunder to any party until it can satisfactorily ascertain that the funds deposited have been paid, settled and fully collected as such terms are defined under the provisions of MCL 440.4101, et seq.

6. **Notices.** All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered to sent by registered mail, postage prepaid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon the pertinent Purchase Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

of competent jurisdiction subsequently determines that the aforesaid determination was in error, then Escrow Agent shall be liable to account for the funds, securities and documents so released, to the extent not recovered from the party to whom they were paid, but shall not be liable for any consequential loss or damages sustained as the proximate result of Escrow Agent's actions if taken in good faith and in accordance with this paragraph;

B. It may continue to hold, subject to the terms and conditions of this escrow, all or any portion of the funds, securities and documents affected by the conflicting instructions or claims, and may take no further action until it shall receive additional instructions, either in the form of a signed agreement of all interested parties or the final order of a court of competent jurisdiction; OR

C. It may initiate before any circuit court in the State of Michigan an interpleader action which names all interested parties and which deposits with the clerk of said court all or any portion of the funds, securities and documents affected by the adverse claims, in full acquittance of its responsibilities under this Agreement with respect to the funds, securities and documents so deposited.

5. **Limited Liability of Escrow Agent; Right to Deduct Expenses From Escrow Deposits.** Upon making delivery of the funds deposited with Escrow Agent pursuant to any Purchase Agreement and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability thereunder and hereunder, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreements and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit sold under any other Agreement. Escrow Agent is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this Agreement.

Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination of the type described Section 3, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-owner or any other party for any error in such certificate, cost estimate or determination or for any act or omission by the Escrow Agent in reliance thereon.

Except in instances of gross negligence or willful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds retained in escrow (or which were replaced by security) less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorney's fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

Notwithstanding any other provision herein to the contrary, Escrow Agent shall be under no obligation to release funds deposited hereunder to any party until it can satisfactorily ascertain that the funds deposited have been paid, settled and fully collected as such terms are defined under the provisions of MCL 440.4101, et seq.

6. **Notices.** All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered to sent by registered mail, postage prepaid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon the pertinent Purchase Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

"VER PLACE / ABBEY LIMITED PARTNERSHIP,
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By: Laurence R. Goss

Laurence R. Goss, Executive Vice President
Burton-Katzman Development Company,
Its Authorized Agent
30100 Telegraph Road, Suite 366
Bingham Farms, MI 48025
Telephone: (248) 647-8811

TICOR TITLE INSURANCE COMPANY, Escrow Agent,
by its duly authorized agent METROPOLITAN TITLE COMPANY

By: Christine Lapplander

Christine Lapplander, SENIOR COMMERCIAL OFFICER
30665 Northwestern Highway, Suite 150
Farmington Hills, MI 48334
Telephone: (248) 687-0001

PINE CREEK BLUFFS CONDOMINIUM

DISCLOSURE STATEMENT

DEVELOPER:

River Place/Abbey Limited Partnership
30100 Telegraph Road, Ste. 366
Bingham Farms, Michigan 48025

Pine Creek Bluffs Condominium is an 88-unit residential site condominium which may be expanded to include not more than 99 units or may be contracted to include not fewer than 38 units.

THE EFFECTIVE DATE OF THIS DISCLOSURE STATEMENT IS

SEPTEMBER 2003

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE PURCHASE AGREEMENT, MASTER DEED, ITS EXHIBITS, THE CONDOMINIUM BUYERS HANDBOOK, OR OTHER LEGAL DOCUMENTS, AND ALL PURCHASERS SHOULD READ ALL DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE COMMUNITY AND THEIR RIGHTS AND RESPONSIBILITIES RELATED THERETO. IT IS RECOMMENDED THAT PURCHASERS SEEK PROFESSIONAL ASSISTANCE PRIOR TO PURCHASING A CONDOMINIUM UNIT.

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PINE CREEK BLUFFS CONDOMINIUM

DISCLOSURE STATEMENT

I. INTRODUCTION

River Place / Abbey Limited Partnership (the "Developer") is a Michigan Limited Partnership and the Developer of Pine Creek Bluffs Condominium, a residential site condominium project located in Hamburg Township, Livingston County, Michigan (the "Project"). The Project initially will include 88 building sites (the "Units"), but the Developer has reserved the right in accordance with the Condominium Act and the Master Deed to expand the Project to include not more than 99 Units and/or to contract the Project to include not fewer than 38 Units. All arrangements for the purchase of a Unit will be between the Developer and the purchaser. All arrangements for the construction of a dwelling and related improvements to a Unit will be between the purchaser of the Unit and a licensed residential builder approved by the Architectural Control Committee described in Article VI of the Bylaws (Exhibit "A" to the Master Deed of the Project).

This Disclosure Statement has been prepared by the Developer in order to, in general terms, inform prospective purchasers of condominium units in Pine Creek Bluffs Condominium of the nature of the Project, the rights and obligations of a purchaser as a Co-owner in the Project, the rights and obligations of the Developer and the Pine Creek Bluffs Condominium Association (the "Condominium Association"), and other matters. This Disclosure Statement is required by the Michigan Condominium Act of 1978, as amended (the "Act"), and is given to prospective purchasers in conformance with the Act. THIS DISCLOSURE STATEMENT, TOGETHER WITH THE CONDOMINIUM DOCUMENTS DESCRIBED HEREIN, CONSTITUTE THE ONLY AUTHORIZED DESCRIPTION OF PINE CREEK BLUFFS CONDOMINIUM AND NONE OF THE DEVELOPER'S SALES OR OTHER REPRESENTATIVES ARE PERMITTED OR AUTHORIZED TO VARY FROM THEIR TERMS.

II. THE CONDOMINIUM CONCEPT

Pine Creek Bluffs Condominium is a residential site condominium. "Condominium" is a form of property ownership. A condominium unit has the same legal attributes as any other form of real estate under Michigan law and may be sold, mortgaged, or leased by the owner subject only to such restrictions as are contained in the condominium documents. The creation of a condominium project is regulated in Michigan by the Condominium Act of 1978, as amended (Act No. 59 of the Michigan Public Acts of 1978, as amended). Pine Creek Bluffs Condominium was established in accordance with the Condominium Act by recording a Master Deed with the Register of Deeds of Livingston County, Michigan.

Each co-owner of a Unit owns his/her Unit, which consists of the space contained within the Unit (building site) boundaries, as depicted on the Condominium Subdivision

Plan that is attached to the Master Deed as Exhibit "B". Each co-owner of a Unit receives an individual deed to his/her Unit, signifying his/her ownership of his/her Unit. The Units and common elements (which are legally inseparable from the Units) are described generally in a master deed, and the Unit boundaries are shown in a condominium subdivision plan attached to the master deed, subject to any modification or correction as is permitted by the Condominium Act and by the condominium documents.

A Unit's percentage of value determines the value of the co-owner's vote as a member of the condominium association and the co-owner's proportionate responsibility for the expenses incurred by the condominium association for the administration of the Project and the maintenance, repair and replacement of the common elements. The proportionate interest ("percentage of value") of each Unit in the Common Elements of Pine Creek Bluffs Condominium is equal.

All portions of Pine Creek Bluffs Condominium which are not included within the boundaries of a Unit constitute the common elements, which are owned in common by all co-owners in individual portions equal to the percentages of value attributable to their units, as set forth in the master deed, and are administered by the condominium's association of co-owners. The limited common elements are those common elements which are set aside for the use of less than all Unit co-owners; at the present time, there are no limited common elements in Pine Creek Bluffs Condominium. All other common elements are general common elements. In Pine Creek Bluffs Condominium, the General Common Elements generally consist of the land upon which the Condominium is situated; the interior roads (excluding Wyndam Lane, which is a public road partially located within the boundaries of the Project, and also excluding Hamburg/Brighton Lake Road, which is a perimeter road); the island cul-de-sacs; the entrance walls and signs and common landscaping, including entrance landscaping; all street signage and markings; the open space paths and amenities; the retention, detention and/or sedimentation areas and other storm water management facilities; the utility mains and laterals (but not leads contained within Unit boundaries) which serve the Condominium (except, in the case of utility mains and laterals, insofar as they may be owned by the utility service provider); and the right to utilize Common Amenities located throughout the Pine Creek Ridge Community.

Each Purchaser of a Unit will receive an individual deed to his/her Unit. The deed will convey title to the Unit to the Purchaser together with an undivided interest in the Common Elements.

The relatively close proximity of residences dictates that certain restrictions and obligations be imposed on each co-owner for the mutual benefit of all co-owners. Such restrictions and obligations are contained in the master deed and in the condominium bylaws, which are recorded as a part of the master deed. Restrictions and obligations may also be contained in the rules and regulations that may be passed by the board of directors of the condominium association in conformity with the condominium documents. All of the condominium documents have been prepared with the goal of allowing each co-owner a substantial amount of individual freedom and discretion without allowing any one co-owner to infringe upon the rights and interests of the group at large. All co-owners and residents must be familiar with and abide by the condominium documents.

The management and administration of the condominium is the responsibility of the condominium association, which is a nonprofit corporation of which the co-owners of all Units automatically are members. The Pine Creek Bluffs Condominium Association (the "Condominium Association") will manage and administer the Project. The nature and duties of the Condominium Association are described more fully in Section VI of this Disclosure Statement. One of the primary responsibilities of the board of directors of any condominium association is to enforce the provision requiring each co-owner to pay assessments to the condominium association to meet expenses of administration of the condominium. Pursuant to the provisions of Michigan law and the condominium documents, such assessments constitute a lien against the co-owner's unit, and in the event the co-owner fails to pay the assessments attributable to his/her unit, the board of directors of the condominium association may cause the lien to be foreclosed. The board of directors is also obligated to enforce the other provisions of the condominium documents, including the restrictions on the use of the condominium premises, as set forth in the condominium documents, and is given broad remedial rights in the event such provisions are violated, including the right to sue for money damages and for injunctive relief.

Although the foregoing is an accurate generalization, the details of the Project may be found only in the Master Deed and other Condominium Documents of the Project. Accordingly, each purchaser is urged to review carefully all of the Condominium Documents contained in the Pine Creek Bluffs Condominium Purchaser Information Booklet, together with any other documents which the Developer delivers to the purchaser in connection with this Project. In particular, information about the government and organization of condominiums in Michigan may be found in *The Condominium Buyers Handbook*, published by the Michigan Department of Consumer & Industry Services, and will be provided to purchasers by the Builder. Any purchaser having questions pertaining to the legal aspects of the Project is advised to consult his own lawyer or other professional advisor.

III. Description of the Condominium Project

A. History of the Project. The Project was established pursuant to its Master Deed, which the Developer has recorded in the office of the Livingston County Register of Deeds. The Master Deed includes the Bylaws, which are Exhibit "A" attached thereto, and the Condominium Subdivision Plan, which is Exhibit "B" attached thereto. As of the date of this Disclosure Statement, only Units 1-15, 54-61, 69-72 and 78-88, all inclusive, in the Project "must be built".

B. Size, Scope and Physical Characteristics of the Project.

(i) **In General.** The Project is located northerly and westerly of Hamburg/Brighton Lake Road and generally southerly of Brighton Lake and Wyndam Lane in Hamburg Township, Livingston County, Michigan, and initially consists of eighty-eight (88) Units and the Common Elements described in its Master Deed and the Condominium Subdivision Plan.

(ii) **Units.** Each Unit in the Project consists only of an individual building site within which a single dwelling may be constructed; the Common Elements do not include

the dwellings to be constructed within the Unit boundaries. Each Unit has its own direct access to the Common Elements of the Project and/or to Wyndam Lane or Hamburg/Brighton Lake Road, although, in the case of either Units 1 and 2 or Units 2 and 3, the driveway approach to Hamburg/Brighton Lake Road will be shared between such Units. Each Co-owner holds an absolute and undivided title to his/her Condominium Unit and to the residential dwelling and other improvements, if any, which the Co-owner causes to be constructed or erected within the boundaries of the Unit.

Since the dwellings are contained within the boundaries of the Unit, each Co-owner is responsible for the maintenance, repair, and replacement of the residential dwelling and all other improvements, including the driveways and sidewalks, located within the boundaries of his/her Unit. The Co-owners also are responsible for lawn mowing, the maintenance of landscaping and snow removal within the boundaries of their respective Units. Finally, the Co-owner of each of Units 8-15, inclusive; 54-61, inclusive; and 69-72, inclusive, will be responsible to install and bear the installation cost of a public sidewalk to be located within that portion of the right-of-way of Wyndam Lane which is adjacent to his Unit and extends between his Unit boundaries (when extended into Wyndam Lane), and thereafter for its insurance, maintenance (including snow removal), repair and replacement.

If a Co-owner fails to perform maintenance upon and/or to repair his Unit and/or dwelling, or the maintenance of the lawn and/or landscaping within the boundaries of his/her Unit, in accordance with the provisions of the Bylaws (attached as Exhibit "A" to the Master Deed), and in accordance with such standards as the Condominium Association may adopt, the Condominium Association may perform such maintenance and/or repair functions and assess the Co-owner the cost of such maintenance and/or repair and collect such costs as part of the Condominium assessments.

(iii) **Limited Common Elements.** There are no Limited Common Elements in the Project, but the Developer has reserved the right to create Limited Common Elements within any portion of the Condominium and/or designate those Common Elements which may subsequently be assigned as Limited Common Elements in the Convertible Area as discussed below in Section III-D of this Disclosure Statement.

(iv) **Roads.** The interior roads of the Project (with the exception of Wyndam Lane, which is a public road) are private at this time but may (but are not required to) be dedicated to the local public authority by the Developer. A perimeter road, Hamburg/Brighton Lake Road, also is a public road. Those persons desiring to access dwellings and facilities located in all or some of the other residential projects in the Pine Creek Ridge Community also are expected to use some or all of the private roads in Pine Creek Bluffs Condominium from time to time, notwithstanding that the principal "through roads" are public. Prior to the dedication of the private interior Condominium roads, if it occurs, maintenance (including, without limitation, snow removal), replacement, repair and/or resurfacing of same will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. It shall be the

responsibility of the Condominium Association to inspect and perform preventive maintenance of Condominium roadways on a regular basis in order to maximize the life of Condominium roadways and to minimize repair and replacement costs. When the roads are replaced or resurfaced, unless dedicated, the Condominium Association will pay for the costs of replacement which may result in additional or special assessments to the co-owners.

Wyndam Lane and Hamburg/Brighton Lake Road are public roads, the repair and replacement responsibility for which has been assumed by governmental authority, but it is anticipated that certain expenses will from time to time be incurred for their decoration and maintenance in order to maintain Pine Creek Bluffs Condominium as an attractive and desirable residential community. The Expense Sharing Agreement described in sub-section F. of this Section, below, provides that such costs will be shared between the Condominium Association, the Pine Creek Ridge Homeowners Association and the Lake Villas of Pine Creek Condominium Association in accordance with its terms.

The Condominium Association is responsible for the costs of maintenance, repair and replacement of the entrance walls and signage and the private street identification and traffic control signage and markings located throughout the Condominium.

(v) **Other Common Elements.** The land, the right to use any shared amenities, as more fully described in subsection K (7), below, of this Section III, and any other General Common Elements will be owned, used and maintained in common by all Co-owners of Units. The General Common Elements, as described in the Master Deed, will be maintained by the Condominium Association on behalf of all of the Co-owners. Each Unit Co-owner will own a fractional interest of the Common Elements equivalent to the Co-owner's percentage of value. The percentages of value of all Units are equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project that would affect maintenance costs and value and concluding that there are not material differences among Units insofar as concerns the allocation of percentages of value.

The Master Deed should be examined carefully to determine each Co-owner's rights and obligations with respect to Common Elements.

ALL DRAWINGS, BROCHURES AND/OR REDUCED SITE MODELS IN THE SALES OFFICE ARE CONCEPTUAL RENDERINGS, ONLY, AND THE DEVELOPMENT DIMENSIONS, LANDSCAPING AND OTHER ELEMENTS THEREBY DEPICTED MAY NOT BE ACCURATE AND MAY BE MODIFIED OR ELIMINATED BY THE DEVELOPER IN ITS DISCRETION.

Although portions of the Condominium may have an underground sprinkler system, other portions of the Condominium, due to inappropriate ground cover, may not. The Developer reserves the right, in its discretion, to designate the areas of the Condominium that shall have an underground sprinkler system and those which shall not.

(vi) **Utilities**. The Project is served by public water, sanitary sewer and storm sewer service, and by private utility gas, electric, telephone and cable television service. Gas service is furnished by Consumers Power Company; electricity is furnished by Detroit Edison Company; local telephone service by Ameritech; and cable television service by Charter Communications. Electricity and gas shall be individually metered to each Unit for payment by the Co-owner. As discussed additionally in Section VII below, the Developer has entered into contractual agreements with the Township of Hamburg pursuant to which the Township is required to make the Township's sanitary sewer service available to the Project by no later than October 9, 2003, and thereafter to permit the Developer and/or a Builder to connect to the Township's sanitary sewer system. Although as of the date of this Disclosure Statement the Developer believes that the Township will perform its responsibility to make the Township sanitary sewer system available when agreed, the Developer can provide no assurance that this will occur. Accordingly, until the Township sanitary sewer system is available to the Project, the Developer intends to provide in the purchase agreements that the Closing will not occur until the Project is served by the Township sanitary sewer system.

C. Structures and Improvements Which "Must Be Built" and Which "Need Not Be Built". The Condominium Act of 1978, as amended, requires that the Developer label structures and improvements on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed) as either "must be built" or "need not be built." The Developer must construct all structures and improvements that are labeled "must be built." The rights in regard to items that are labeled "need not be built" are described below.

Currently, Units 16-53, 62-68 and 73-77, all inclusive, all of the land underlying and surrounding those Units, and the interior private roads and utilities not needed to service the remaining Units have been labeled "need not be built". Each Purchase Agreement provides that the Developer is not contractually obligated to construct any of the improvements that are labeled "need not be built." A Purchaser who closes upon the purchase of a Unit is given no assurance that any other improvements that, from time to time, are labeled "need not be built" will be completed by the Developer. The Developer has not provided any financial arrangements for the completion of any improvements that are labeled "need not be built." The escrow arrangement described in the next paragraph provides certain arrangements in regard to the construction of any structures or improvements that are not labeled "need not be built" and, consequently, "must be built."

D. Escrow Arrangement. The Developer has entered into an escrow arrangement with Ticor Title Insurance Company ("Escrow Agent"), by its agent Metropolitan Title Company, whose address is 30665 Northwestern Highway, Suite 150, Farmington Hills, Michigan 48334, which provides that all moneys paid prior to closing by a purchaser under a Purchase Agreement shall be placed in escrow. The Escrow Agreement provides for the release of escrow funds to any Purchaser who withdraws from a Purchase Agreement in accordance with its terms. Such a withdrawal is permitted by each Purchase Agreement if it takes place within nine (9) business days after the Purchaser has received all of the Condominium Documents, or if the Condominium Documents are changed in a way that materially reduces the purchaser's rights. The Escrow Agreement also provides that escrow funds will be released to the Developer if the purchaser defaults in any of his/her obligations under the Purchase Agreement after it has

become binding upon the purchaser. Finally, the Escrow Agreement provides that escrow funds will be released to the Developer when: (a) the closing of the sale takes place; and (b) the escrow agent has received certification from an engineer or architect that all improvements which either are labeled on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed, as amended) "must be built" (or, in the alternative, are not labeled "need not be built") are substantially complete. The Escrow Agent also may release the escrow funds to Developer if Developer has placed with the Escrow Agent an irrevocable letter of credit, or other security satisfactory to the Escrow Agent, securing full repayment of the escrow funds.

E. Modification of Units. The Developer has reserved the right, in its sole discretion and without the consent of any other person, to modify the size, location, design or elevation of Units and/or Common Elements by amendment to the Master Deed.

F. Convertible Areas. The unsold Units and the Common Elements immediately adjacent to Units and/or Limited Common Elements are designated in Article VI of the Master Deed and the Condominium Subdivision Plan as convertible areas. The Developer has reserved the right to convert these areas from General Common Elements as the need arises in order to make reasonable changes to Unit types and sizes and/or Limited Common Element sizes, and to increase or decrease the immediately adjacent common area sizes, to locate and relocate driveways, accordingly. The Developer also has reserved the right to create additional Limited Common Elements within any portion of the Condominium and/or to designate those Common Elements in the Condominium which may be subsequently assigned as Limited Common Elements. The Developer's right to convert these convertible areas expires six (6) years after the recording of the Master Deed.

G. Expandable Condominium. In the Master Deed, the Developer has reserved in Article VII of the Master Deed the right to expand the Condominium by creating additional Units and Common Elements. The Developer is not obligated to make any such expansion. The Developer has reserved the right to add an additional number of Units for a maximum of ninety-nine (99) Units in the Condominium. If the Condominium is expanded, it will be done by an amendment(s) to the Master Deed. Such amendment(s) will recalculate the percentages of value so that the total of the percentages continues to equal 100 and each Unit continues to have an equal percentage of value. In connection with any such expansion, the Developer has reserved the right to define and redefine the General and/or Limited Common Elements as may be necessary to adequately describe and service the expansion land and to change the nature of any Common Element previously included in the Condominium to achieve the purposes of such expansion, including, but not limited to, the use of the internal roadway to provide access to any Condominium Units. Such amendment(s) will not require the consent of any Co-owners or mortgagees. The Master Deed imposes no restriction upon the manner or order in which the parcels may be added to the Condominium, nor upon the location or design of Units, Common Elements or other improvements, which may be added to the Condominium, ALL OF WHICH MATTERS ARE RESERVED SOLELY WITHIN THE DISCRETION OF THE DEVELOPER, except that any such additional improvements must be solely for residential use, and must comply with all applicable laws, ordinances, and requirements of local building authorities. The Developer's right to amend the Master Deed to expand the Condominium expires six (6) years after the Master Deed was recorded.

H. Contractible Condominium. In the Master Deed, the Developer has reserved the right to contract the size of the Condominium, whether or not previously expanded, by withdrawing all or portions of the Condominium as described in Article VIII of the Master Deed and depicted on the Condominium Subdivision Plan as "need not be built" and/or "Area of Future Development". If the Developer elects to exercise this right, the Developer may reduce the size of the Condominium to no fewer than thirty-eight (38) Units (Units 1-15, 54-61, 69-72 and 78-88, all inclusive, in the Project, which are designated by the Condominium Subdivision Plan as "must be built"). If the Condominium is contracted in size, it will be done by an amendment(s) to the Master Deed. Such amendment(s) will recalculate the percentages of value so that the total of the percentages continues to equal 100 and each Unit continues to have an equal percentage of value. In connection with any such contraction, the Developer has reserved the right to define and redefine the General and/or Limited Common Elements as may be necessary to adequately describe, service or provide access to the remaining portion of the Condominium. The Developer also has the right to change the nature of any Common Element previously included in the Condominium to achieve the purposes of the contraction, including, but not limited to, the connection of existing roadways in the remaining portion of the Condominium to any roadways that may be located on, or planned for, the parcel or parcels withdrawn from the Condominium and to provide access to any Unit that is located on, or planned for, the parcel or parcels withdrawn from the Condominium from the roadways located in the remaining portion of the Condominium. Such amendment(s) will not require the consent of any Co-owners or mortgagees. The Master Deed imposes no restriction upon the manner or order in which the parcels may be withdrawn from the Condominium, WHICH MATTERS ARE RESERVED TO THE DISCRETION OF THE DEVELOPER. The Developer's right to amend the Master Deed to contract the size of the Condominium expires six (6) years after the Master Deed has been recorded.

I. Statutory Right to Contract Undeveloped Portions of Condominium. The Act provides that, if the Developer has not completed development and construction of the entire Condominium Project as it may be expanded, it has the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Co-owners, mortgagees of Units in the Project or any other party having an interest in the Project during a period ending six (6) years from the date the Developer exercised its rights with respect to expansion, contraction or convertibility, whichever right was exercised last, or within ten (10) years from the date of commencement of construction of the Condominium Project, if no expansion, contraction or conversion has occurred. The undeveloped portions of the Project would then be granted easements for utility and access purposes through the Condominium Project. If the Developer does not withdraw the undeveloped portions of the Project within the proscribed time, such lands will remain part of the Project as General Common Elements in which event a Co-owner or the Association may bring an action to require revisions to the percentages of value, if it becomes necessary to adjust percentages of value as a result of fewer Units existing.

J. Additional Development Period Rights Reserved to Developer. The following additional rights have been retained by the Developer under the Condominium Act and the Condominium Documents. These rights are listed by way of example and are not intended as an exclusive recitation. Further, these rights inure not only to the benefit of the Developer but also to its successors and assigns:

(1) **Alterations and Landscaping.** Any exterior modifications of any type must be made in accordance with the architectural and building specifications and use restrictions as set forth in the Bylaws.

(2) **Conduct of Commercial Activities.** The Developer has reserved the right, until all of the Units in the Project have been sold, to maintain on the Condominium Premises a sales office, a business office, model Units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the Condominium Premises as may be reasonable to enable the Developer and its affiliates to fully exercise their respective development, construction, lease and sale rights and perform warranty obligations until the end of the warranty period for the last Unit which is sold in the Project. During this time period, the Developer or its affiliates also may use such offices and areas to sell other property located off-site.

(3) **Right to Amend.** The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees to correct errors and for any other purpose so long as the amendment would not materially alter or change the rights of a Co-owner or mortgagee. Further, certain provisions of the Master Deed cannot be amended without Developer approval.

(4) **Easements for Development.** The Developer has granted or may grant such easements over the Project (including all Units and Common Elements) as may be required to develop, market and construct the Project and any Units and other appurtenances thereon.

(5) **Easements for Use of Utilities.** The Developer has granted or may grant easements to utilize, tap, tie into, extend and enlarge all utility mains in the Project for its own benefit or the use of any adjacent development. In the event that the Developer does so, the beneficiaries of the easement are obligated to pay a proportionate share of the expenses of maintenance, repair, and replacement of the affected Project roadway(s) based upon the formula contained in Article VII, Section 4, of the Master Deed. The Developer also has reserved the right to grant easements for utilities to appropriate governmental agencies, public utilities and owners of land adjoining the Condominium Project.

(6) **Easements for Use of Roadways.** The Developer has reserved easements and rights of use over the private roadways and walkways in the Project for ingress and egress to and from all or any portion of the Project. The Developer also has reserved the right to grant easements for, over, under and across any private roadway in the Project for the benefit of any adjacent land the Developer may own.

(7) **Reserved Right to Dedicate or Transfer Title to Roadway.** The Developer has reserved the right during the Development, Construction and Sales Period, and the Condominium Association has the right thereafter, to dedicate a right-of-way for the use of the public in, to and over the internal roadways in the Condominium, or in lieu thereof to transfer the title thereto to the appropriate local public authority.

(8) **Reserved Right to Dedicate or Transfer Title to Utilities and/or to Grant Utility Easements.** The Developer has reserved the right during the Development,

Construction and Sales Period, and the Condominium Association has the right thereafter, to dedicate utilities, or in lieu thereof, to transfer their ownership and/or grant utility easements over Common Element lands to the appropriate local public authority or a private utility company.

(9) **General.** In the Condominium Documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of Pine Creek Bluffs Condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Condominium Association Board of Directors.

K. Permanent Reserved Easements, Rights and Restrictions.

(1) **Easements for Entrance Structures, Improvements and Landscaping.** The Developer has reserved easements as depicted on the Condominium Subdivision Plan for itself and the Condominium Association to install and maintain walls, structures, improvements and/or landscaping which evidence an entrance to the Condominium and/or other residential communities located in the area which has been designated "Pine Creek Ridge". Unless and until these improvements are included within an expense sharing agreement for shared amenities, as described in (7) below, with other "Pine Creek Ridge" communities, the Condominium Association, as a cost of administration, is required to maintain and replace any such entrance structure, improvement or landscaping.

(2) **Clear Vision Easement.** Easements exist over the front perimeter portions of certain Units, as designated in the Condominium Subdivision Plan (Exhibit "B" attached hereto), for the maintenance of a substantially unobstructed view for vehicular traffic utilizing the public and private roadways in the Condominium ("Clear Vision Easements"). No dwelling, structure or improvement, including any tree, shrub or other landscaping which is or may be expected to grow to a height in excess of three (3) feet above the roadway surface, measured at the elevation of the centerline of said roadway, is permitted without the written approval of the Architectural Control Committee established in Article VI of the Bylaws and, if the road is a public road, the Livingston County Road Commission.

(3) **Conservation Easements.** The Open Space Areas of the Project only may be developed and used in conformance with the terms and conditions of the Township Open Space Community Ordinance, which requires that the Open Space Areas be retained predominantly in their natural, scenic and open space condition, subject to such recreational uses as are permitted by the Township Open Space Community Ordinance and not prohibited by the Bylaws of the Condominium. Easements for natural pedestrian trails exist for the Co-owners over Open Space areas depicted on the Condominium Subdivision Plan. The cost of maintenance and/or restoration of the Open Space Areas shall be borne by the Condominium Association, and in the event that the Condominium Association fails to provide adequate maintenance or restoration of the Open Space Areas or the Township determines all or any portion of the Open Space Areas to be a public nuisance, the Township may serve written notice of such failure or such determination upon the

Condominium Association and undertake such maintenance, repair or replacement, in which event the costs thereof may be assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll.

(4) **Pine Creek Ridge No. 6 Drain Drainage District; Special Assessments.** Units 8 through 20, 28 through 37, 44 through 72, 78 and 81 through 88 are located within the portion of the Condominium that has been so added to the Pine Creek Ridge No. 6 Drain Drainage District. The Livingston County Drain Commissioner and the Pine Creek Ridge No. 6 Drain Drainage District (collectively "grantee") have a perpetual and permanent non-exclusive easement in, over, under, through and across portions of the Condominium Premises, including the foregoing Units, in order that the grantee, the grantee's successor(s), assign(s) and transferee(s) and their respective designated representatives, agents and contractors, from time to time may perform the grantee's responsibilities: (i) for the operation, inspection, maintenance and repair of drains and surface drainage over, across and under the Condominium Premises and adjoining lands; and (ii) to develop, establish, construct, repair, maintain, deepen, clean and widen, and to perform any associated construction activities and grading in connection with any retention, detention and/or sedimentation basins and any other types of storm water drainage facilities, storm drains or related appurtenances located in any Drainage District drainage easement area, in any size, form, shape or capacity, which serve the Condominium Premises and/or adjoining lands. All costs relating to the operation, maintenance, repair, replacement and improvement of the Pine Creek Ridge No. 6 Drain are to be borne by the Pine Creek Ridge No. 6 Drain Drainage District and assessed to the owners of housing units, including those Units which are described above, pursuant to Act No. 40 of the Public Acts of 1956, as amended.

(5) **Condominium Association Storm Drainage Easements for Areas Located Outside Pine Creek Ridge No. 6 Drain Drainage District.** The Condominium Association has a perpetual and permanent non-exclusive easement in, over, under, through and across all portions of the Condominium Premises which are located outside the Pine Creek Ridge No. 6 Drainage District described in (4) above (the "Condominium Association drainage easement areas") to enable the Condominium Association, its successor(s), assign(s) and transferee(s), and their respective designated representatives, agents and contractors, from time to time to perform its responsibilities: (i) for the operation, inspection, maintenance and repair of drains and surface drainage over, across and under the Condominium Premises and adjoining lands; and (ii) to develop, establish, construct, repair, maintain, deepen, clean and widen, and to perform any associated construction activities and grading in connection with, any retention, detention and/or sedimentation basins and any other types of storm water drainage facilities, storm drains or related appurtenances, in any size, form, shape or capacity, which serve the Condominium Premises and/or adjoining lands and are located in any Condominium Association drainage easement area. All of the costs incurred by the Condominium Association, its successor(s), assign(s) and transferee(s), as applicable, for such maintenance, operation and repair shall be borne by the Condominium Association as a cost of administration of the Condominium. If any developed portion of the Area of Future Development, as described in Article VII above, located outside this Condominium

is served by drainage facilities within the Condominium for which the Condominium Association has the maintenance responsibility, then the Condominium Association's costs for the maintenance, repair and replacement of the Condominium Association drainage area and storm water facilities must be shared in the manner provided in the Master Deed. No Co-owner may build or install, or convey to others any permission to build or install, any permanent structures or improvements in any Condominium Association drainage easement area without the approval of the Architectural Control Committee.

In lieu of the arrangements contained in the preceding paragraph, the Developer has the right to establish a drainage district, pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as amended, to include all, or some portion, of the Condominium Premises located outside the Pine Creek Ridge No. 6 Drain Drainage District. Each Co-owner, by the acceptance of a deed to any Unit so located, shall be deemed to appoint the Developer as his attorney-in-fact for the purpose of executing, acknowledging and delivering a 433 Agreement with the Livingston County Drain Commissioners, if the Developer elects to do so.

(6) **Telecommunications and Security Agreements.** The Developer has reserved to the Condominium Association the right to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, for telecommunications and/or security services to the Condominium.

(7) **Shared Amenities Easements.** The Developer has, or as of the date of this Disclosure Statement expects to, enter into an agreement with the Lake Villas at Pine Creek Condominium Association, a Michigan nonprofit corporation, and/or the Pine Creek Ridge Homeowners Association, a Michigan nonprofit corporation, whereby each Co-owner and/or resident of a Unit in Pine Creek Bluffs Condominium shall obtain the right, which shall be appurtenant to his/her Unit and not personal to the Co-owner or resident, to utilize and enjoy certain common facilities and amenities located within Lake Villas at Pine Creek Condominium and/or Pine Creek Ridge Subdivisions Nos. 1-6, both inclusive, upon the terms and subject to the terms and conditions of one or more agreements to which the associations of owners of those developments are a party including, but without limitation: (a) the obligation of the Co-owners of this Condominium, or in the alternative the Condominium Association, to bear from time to time a proportion of the costs to operate, insure, decorate, maintain, repair and replace certain common facilities, such as the entrance walls, signs and landscaping, and the shared amenities; and (b) the right of a Co-owner, owner or resident in those other developments to utilize and enjoy common facilities and amenities located in this Condominium upon like terms and conditions. In the event such agreement shall be made, the Developer shall cause it to be recorded in the office of the Livingston County Register of Deeds.

(8) **Easements for Future Sewer Connection and Grinder Pump**. The Developer has granted and conveyed to the Township easements over, under and across all Units for the construction, maintenance, repair, replacement, alteration, inspection, operation and testing of sanitary sewer leads and grinder pump stations (if any) located thereon. The easements extend seven and one-half feet (7.5') on each side of the center of the sanitary sewer leads, as hereafter constructed upon each Unit.

(9) **Easements for Obligations of Repair**. The Developer has reserved such easements over the Condominium (including all Units and Common Elements) as may be required to perform any of the Developer's or the Condominium Association's maintenance, repair, decoration or replacement obligations.

IV. Legal Documentation

ALL PROSPECTIVE PURCHASERS ARE ADVISED TO CAREFULLY AND COMPLETELY REVIEW IN CONNECTION WITH HIS/HER DECISION TO PURCHASE A UNIT IN THE PROJECT THE MASTER DEED, INCLUDING THE BYLAWS, WHICH ARE EXHIBIT "A" THERETO; THE CONDOMINIUM SUBDIVISION PLAN, WHICH IS EXHIBIT "B" TO THE MASTER DEED, AND THE OTHER CONDOMINIUM DOCUMENTS DESCRIBED BELOW, AND TO CONSULT WITH LEGAL COUNSEL OF HIS/HER CHOICE, IF NECESSARY.

A. General. The Project was established as Livingston County Condominium Subdivision Plan No. _____ pursuant to the Act and the Master Deed of Pine Creek Bluffs Condominium, which included the Bylaws, as Exhibit "A", and the Condominium Subdivision Plan, as Exhibit "B". The Master Deed was recorded on August 18, 2003, in Liber _____, Pages _____ through _____, inclusive, Livingston County Records.

B. Master Deed. A copy of the Master Deed is included in the Pine Creek Bluffs Condominium Purchaser Information Booklet. The Master Deed, among other things, contains a definition of certain terms used in the Condominium Documents, the percentage of value assigned to each Unit in the Project and a description of the General Common Elements and Limited Common Elements and the relative responsibilities of the Condominium Association and Co-owners for their maintenance, repair and replacement. The percentages of value of the Units are set forth in Article V, Section 2 of the Master Deed. The percentage of value assigned to each Unit is determinative of the Co-owner's respective share of the Common Elements of the Project, the proportionate share of the Co-owner in the proceeds and expenses of administration and the value of the Co-owner's vote at meetings of the Condominium Association. The percentages of value must at all times total one hundred (100%) percent. Article VI describes the terms and conditions upon which the Developer may convert Common Elements of the Project. Article VII describes the terms and conditions upon which the Developer may expand the Project in order to increase the number of Units. Article VIII describes the terms and conditions upon which the Developer may contract the Project and withdraw a portion of the Units and their associated land and utilities. Article IX describes additional terms and conditions applicable to any conversion, expansion and/or contraction permitted by the Act and Article VI, Article VII or Article VIII, as applicable. Article X describes certain easements, restrictions and

agreements that affect the Project. Article XI describes the manner in which the Master Deed may be amended. Article XII authorizes the Developer to assign to the Condominium Association or to another entity any or all of its rights and powers granted or reserved in the Condominium Documents or by law.

C. Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the Project and, in particular, set forth provisions relating to assessments of Condominium Association members for the costs of operating the Project. The Bylaws also contain provisions governing the operation of the Condominium Association and are to be treated as the Corporate Bylaws of the Condominium Association. A copy of the Bylaws is included in the Pine Creek Bluffs Condominium Purchaser Information Booklet. In particular, Article II sets forth the provisions relating to annual, additional and special assessments of members to pay the costs of operation of the Condominium and the terms and conditions governing the statutory assessment lien and other enforcement rights. The respective obligations of a Co-owner and the Condominium Association to insure the Units and Common Elements are described in Article IV of the Bylaws, and their respective obligations for the maintenance, repair and replacement of the Units and Common Elements are described in Article V. Article VI contains architectural and building specifications and building and use restrictions affecting the ownership, occupancy and use of the Project. Article VII contains provisions that will govern the Association's determination whether the Association will commence and continue any significant third party litigation.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan of the Project is a three-dimensional survey that establishes the physical relationship and location of each of the Units in the Project and depicts the locations of roads, utilities and Common Elements. The Condominium Subdivision Plan was recorded as Exhibit "B" to the initial Master Deed. A copy of the Condominium Subdivision Plan is included in the Pine Creek Bluffs Condominium Purchaser Information Booklet.

E. Purchase Agreement and Escrow Agreement. The Developer has entered into an Escrow Agreement with Ticor Title Insurance Company (the "Escrow Agent"), by its agent Metropolitan Title Company, whose address is 30665 Northwestern Highway, Suite 150, Farmington Hills, Michigan 48334, which provides that all moneys paid prior to closing by a purchaser under a Purchase Agreement shall be placed and held in escrow upon and subject to its terms. The Escrow Agreement provides for the release of escrow funds to any Purchaser who withdraws from a Purchase Agreement in accordance with its terms. Such a withdrawal is permitted by each Purchase Agreement if it takes place within nine (9) business days after the Purchaser has received all of the Condominium Documents, or if the Condominium Documents are changed in a way that materially reduces the purchaser's rights. The Escrow Agreement also provides that escrow funds will be released to the Developer if the purchaser defaults in any of his/her obligations under the Purchase Agreement, after it has become binding upon the purchaser. Finally, the Escrow Agreement provides that escrow funds will be released to the Developer when: (a) the closing of the sale takes place; and (b) the escrow agent has received certification from an engineer or architect that all improvements on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed) which are labeled "must be built" (or, in the alternative, are not labeled "need not be built") are substantially complete. However, the Escrow Agent also may release the escrow funds to the Developer if the Developer has placed with the

Escrow Agent an irrevocable letter of credit, or other security satisfactory to the Escrow Agent, securing full repayment of the escrow funds.

F. Disclosure Statement. This Disclosure Statement is intended as a summary and disclosure to prospective purchasers of the characteristics of the Project and the Units that are offered for sale.

G. Agreement for Sewer Connection. The Township of Hamburg has agreed in the Agreement for Sewer Connection which it has executed with the Developer to permit Unit purchasers to tap into the Township's sanitary sewer collection system. The Agreement for Sewer Connection, a copy of which has been included in the Purchaser Information Booklet, also describes the terms and conditions applicable to the grinder pump which a Unit purchaser will be required to purchase and install on the Unit.

V. The Developer and Other Service Organizations

A. Developer's Background and Experience. The Developer is River Place / Abbey Limited Partnership, a Michigan limited partnership. The limited partnership was formed in January 1989 for the particular purpose of development of the Condominium and other residential community developments, and the general partners of the limited partnership have many combined years of experience in residential community development, including the development of the Subdivisions. The Developer has constructed or will construct the roadway and utility improvements, entrance walls, signs and landscaping, and certain shared amenities, such as nature trails, tennis courts, swimming pool and pool amenities, and parking lots, in the Project or in other portions of "Pine Creek Ridge".

B. Sales Agent. An affiliate of the Developer, Westminster Abbey Realty, LLC, a Michigan limited liability company, will serve as the Developer's sales agent.

C. Legal Proceedings Involving the Condominium Project or Developer. The Developer is aware of no pending or threatened judicial or administrative proceeding involving the Project or the Developer.

VI. Operation and Management of the Project

A. Condominium Association. The Project will be administered and the General Common Elements maintained by the Condominium Association, which has been incorporated by the Developer as a nonprofit corporation under Michigan law. The Articles of Incorporation of the Condominium Association are contained in the Pine Creek Bluffs Condominium Purchaser Information Booklet. The Condominium Association is governed by its Board of Directors, whose initial members are designees of the Developer and who are empowered to serve pursuant to the provisions of the Bylaws until other directors are elected. The election of Directors by Co-owners (including the Developer voting as a Co-owner) cannot take place later than fifty-four (54) months after the first closing of a Unit. It is possible that the non-Developer Co-owners will have voting rights sooner than that time depending upon the number of Units conveyed. Voting rights are set forth in detail

in Article IX and Article XII of the Bylaws and these provisions should be carefully reviewed. Within one (1) year after the first conveyance of a Unit, or 120 days after conveyance of one-third (1/3) of all of the Units which may be created, whichever occurs first, an Advisory Committee of Co-owners will be established to facilitate communication and aid transition of control to the Co-owners.

Each Co-owner (including the Developer) is a member of the Condominium Association and entitled to vote at meetings of the Condominium Association in accordance with the provisions of the Bylaws. Although it is hoped that a majority of the Units will be sold by the time of the First Annual Meeting, the Developer will have the right to determine the make-up of the Board of Directors if it still owns a majority of the Units included in the Master Deed and amendments thereto at the time of the First Annual Meeting. At the First Annual Meeting of members of the Condominium Association, the members of the Condominium Association, including the Developer if it still owns any Unit, will elect five (5) directors, in accordance with the provisions of the Bylaws, and the directors in turn shall elect officers for the Condominium Association. Notwithstanding the above, the Developer has the right to designate one (1) director if it may create, or it owns and offers for sale, at least ten percent (10%) of the Units. Annual Meetings of the Co-owners will be held in May of each year commencing in the calendar year following the First Annual Meeting for the purpose of conducting the business of the Condominium Association and electing directors pursuant to the Bylaws. Prior to each Annual Meeting, Co-owners will receive notice stating the time and location of the meeting and the matters to be considered at the meeting as prescribed by the Bylaws.

B. Condominium Association Management Contracts. The Bylaws do not require that the Condominium Association employ a professional management agent to manage the affairs of the Condominium and the Developer currently expects to self-manage the Project during the initial period of development. However, Article XI, Sections 4(e) and 5 of the Bylaws permits the Condominium Association, both prior to and after the period of Developer control, to employ a professional management agent for the Project. The proposed 2004 budget of the Condominium Association does **not** reflect the additional costs of a professional management agent for the Project and, consequently, the proposed 2004 Budget to that extent may not reflect a subsidy by the Developer of this expense. If employed, the Condominium Association may terminate the Management Agreement upon the Transitional Control Date or at any time within ninety (90) days thereafter. The "Transitional Control Date" means the date on which a Board of Directors for the Condominium 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.

During the initial development of the Project, the Developer may, in its sole discretion, subsidize the Condominium Association with respect to the professional management fee and with respect to certain fixed expenses such as, by way of example, liability insurance, snow removal, etc., until the Developer determines that the Condominium Association is adequately funded, in the Developer's sole discretion, or until the Transitional Control Date, whichever first occurs. The Developer is not obligated, however, to subsidize the Condominium Association, and the only obligations of the Developer in this respect are set forth in the Act and in Article II, Section 7 of the Bylaws.

C. Project Finances.

(1) **Budget.** Article II of the Bylaws requires that the Board of Directors of the Condominium Association adopt an annual budget for the operation of the Project. The budget is intended to provide for the normal and reasonably predictable expenses of administration of the Project, and includes a reserve for major repairs to, and the replacement of, certain Common Elements as described in the Master Deed. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expenses made by the Condominium Association. To the extent that estimates prove inaccurate during actual operation, and to the extent that the goods and services necessary to service the Project change in cost in the future, the budget and the expenses of the Condominium Association also will require revision.

The proposed 2004 Condominium Association budget has been included as Appendix I to this Disclosure Statement. The proposed 2004 Condominium Association budget has been formulated by the Developer in consultation with others and is intended to provide for the normal and reasonably predictable expenses of administration of the Project for calendar 2004, and to include a reserve for future major repairs and replacements of the Common Elements. The proposed 2004 Condominium Association budget must necessarily be prepared prior to the full operation of the Project and, consequently, reflects estimates of expenses which could be made by the Developer and its consultants. To the extent that the goods and services necessary to service the Project may increase in cost in the future, the budget and the expenses of the Condominium Association will also require upward revision. In this respect, it is normal for Condominium Association expenses to increase on a regular basis. Additionally, as discussed above, the proposed 2004 Budget does not reflect professional management fees which the Condominium Association may incur in the future. Finally, as described in Section III. K. (7), above, the Developer intends and expects to agree with the Lake Villas at Pine Creek Condominium Association and the Pine Creek Ridge Homeowners Association to provide for the common use of amenities located in each development by all "Pine Creek Ridge" residents, and for the sharing of operating, administrative, insurance, maintenance, repair and replacement expenses related thereto. The Developer has not included this Project's portion of shared expenses in the proposed 2004 Budget and, consequently, in the event that such an expense sharing agreement is made, a revision to the proposed 2004 Budget will be required to reflect the anticipated additional expense. Such a revision to the budget is intended generally to occur only at the time of the adoption of an annual 2005, or later, budget by the Condominium Association's Board, although circumstances also may require a revision and/or additional or special assessments at other times.

THE PROPOSED 2004 CONDOMINIUM ASSOCIATION BUDGET IS ATTACHED TO THE END OF THIS DISCLOSURE STATEMENT AS APPENDIX 1. IT MUST BE REMEMBERED THAT THE PROPOSED 2004 CONDOMINIUM ASSOCIATION BUDGET IS ONLY AN ESTIMATE OF THE EXPENSES WHICH MIGHT BE INCURRED IN ADMINISTERING THE CONDOMINIUM. THE ACTUAL EXPENSES OF ADMINISTRATION MAY BE SUBSTANTIALLY DIFFERENT AND MAY RESULT IN INCREASED ASSESSMENTS TO CO-OWNERS. THE DEVELOPER DOES NOT REPRESENT, GUARANTEE OR WARRANT THE ACCURACY OF THE CURRENT BUDGET AND NO REPRESENTATIONS, GUARANTEES OR

WARRANTIES ARE TO BE CONSTRUED FROM THE CURRENT BUDGET.

(2) **Assessments and Taxes.** The Condominium Association's only source of revenue to fund its budget is by the assessment of its members. Each Co-owner must pay to the Condominium Association an annual assessment which is determined by dividing the projected budget by the member's percentage of value which is stated in the Master Deed. The annual assessment must be paid to the Condominium Association by each Co-owner in four (4) equal quarterly installments.

Because the day-to-day operation of the Condominium is dependent upon the availability of funds, it is important that each Co-owner pay his/her assessment in a timely manner. Quarterly installments of the annual assessment shall be due on the first day of the initial month in each quarter of the year of assessment; any additional or special assessments shall be due on a date determined by the Board of Directors of the Condominium Association. In the event a Co-owner fails to pay this amount in a timely manner, the Bylaws provide that the Condominium Association may record a lien upon a delinquent Co-owner's Unit, collect interest at seven percent (7%) on delinquent assessments, and impose late charges, fines and collection costs, including a reasonable attorneys' fee. The Bylaws provide that the Condominium Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a Unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Condominium Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of that Unit. Additional details can be found in Article II of the Bylaws.

Each Co-owner may be required to pay special or additional assessments, if special or additional assessments are either levied by the Board of Directors of the Condominium Association or, if applicable, approved by the Co-owners in accordance with the Bylaws. Special or additional assessments may be levied in the event that, among other things, the annual assessment should prove inadequate, Common Elements need to be replaced or expanded, or an emergency occurs. Any special or additional assessment would be allocated to the Co-owners in accordance with the percentages of value stated in the Master Deed. In the event that an unusual expense benefits less than all of the Units in the Condominium, the expense may be assessed against those Units which are specially benefited by the expense and shall be shared equally by those Units. Article II of the Bylaws should be examined for further details about special and additional assessments and the sharing of unusual expenses of administration.

During the Development, Construction and Sales Period, the Developer, and any Builder who purchases a Unit from the Developer, only shall be responsible for payment of the Condominium Association annual assessments with respect to completed and occupied Units it owns. A "completed Unit" is one which has been improved by a dwelling for which a certificate of occupancy has been issued by the Township of Hamburg. An "occupied Unit" is one that is improved by a dwelling that is occupied as a residence and shall not be deemed to include a Unit being used as a sales office of the Developer and/or Builder.

During the Development, Construction and Sales Period, the Developer, with respect to Units it owns, and any approved Builder, with respect to the Units it owns, independently shall pay all direct costs of maintaining Units for which it is not responsible to pay the regular maintenance assessments because they are not "completed and occupied Units". With respect to all such Units, the Developer or Builder, as applicable, also shall pay: (i) a proportionate share of expenses which the Condominium Association actually incurs from time to time for the current administration, insurance and maintenance of the Common Elements, to the extent that the Condominium Documents assign to the Condominium Association the responsibility of repair, net of the proceeds of any insurance or Co-owner recovery; (ii) a proportionate share of the Condominium Association's general administrative expenses incurred prior to the Transitional Code Date; and (iii) in the case of the Developer, only, any deficit or deficiency which exists as of the Transitional Control Date in the Condominium Association's reserve fund account for major repairs to and replacements of the Common Elements which results from the limited responsibility for assessments, as discussed above. The Developer's or Builder's, as applicable, proportionate share of expenses described in (i) and (ii) above shall be determined based upon the ratio of "completed Units" which the Developer owns at the time the expense is incurred to the total number of Units in the Condominium. Notwithstanding the foregoing, neither the Developer nor any such Builder shall be responsible to pay or to reimburse the Condominium Association, in whole or in part, during the Development, Construction and Sales Period, for any amount, in whole or in divisible part, for deferred maintenance, reserves for replacement, capital improvements, the purchase of any Unit from the Developer or a Builder, the cost of any litigation or claim against the Developer, a Builder, or their respective directors, officers, agents, principals, assigns, affiliates and/or the first Board of Directors of the Condominium Association or any directors of the Condominium Association appointed by the Developer, or any cost of investigating and/or preparing any such litigation or claim, or for any other special purpose. Moreover, neither the Developer nor any such Builder shall be responsible to the Condominium Association for any payments in connection with Units that are not "completed Units"; provided, that the Developer and any such Builder may be required to reimburse the Condominium Association for certain expenses actually incurred by the Condominium Association that are attributable to any Developer or Builder use of any Unit that is not a "completed Unit", or any Common Element, in connection with or in furtherance of the Developer's or Builder's marketing and sales activities, but only to the extent, if any, that the Condominium Act so requires and does not permit the waiver of such reimbursement obligation.

Each Co-owner must also pay other charges in connection with his/her ownership of a Unit in the Condominium. For example, each Co-owner will be responsible for paying real estate taxes levied on his/her Unit and his/her undivided interest in the Common Elements. The amount of the taxes will be determined and assessed as provided in Part VIII, B, herein below.

D. Other Co-owner Obligations.

(1) **Sidewalks Within Right-of-Way Adjacent to Certain Units.** Because Wyndam Lane is a public "through" road, the Township has required that a continuous five

foot (5') wide concrete pedestrian sidewalk be installed within the Wyndam Lane right-of-way adjacent to Units 8-15, inclusive; 54-61, inclusive; and 69-72, inclusive. Since any sidewalk so installed may be expected to be damaged during the construction of a dwelling upon the Unit, the Developer has elected to require in the purchase agreement for each of these Units that the Co-owner install that portion of the concrete sidewalk which is adjacent to his/her Unit at the time a dwelling is constructed upon his/her Unit. The precise location and grade of the sidewalk shall be approved by the Architectural Control Committee and, in its discretion, by the Developer as a requirement of the Unit landscape plan. The Co-owner will bear the cost to install, insure, maintain (including snow removal), repair and replace that portion of the sidewalk, when installed.

(2) **Grinder Pump and Street Trees.** The Co-owner of a Unit will be responsible to install upon his Unit at his/her own expense a sanitary sewer grinder pump and street trees, all as provided in Article VI, Section 3 of the Bylaws.

(3) **Possible Other Liability.** Pursuant to Section 84a(1)(d)(i) of the Condominium Act of 1978, as amended, each Purchaser is advised of the possible liability of each Co-owner under Section 58 of the Condominium Act of 1978, as amended: If the holder of a first mortgage or other purchaser of a Condominium Unit gains title to that Unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that Unit and which had become due prior to acquisition of title to the Unit by the holder of the first mortgage or other purchaser. These unpaid assessments are common expenses which are collectible from all Unit owners including the holder of the first mortgage or other purchaser who has obtained title to the Unit through foreclosure.

E. Insurance.

(1) **Title Insurance.** The Developer's Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by Ticor Title Insurance Company, by its agent Metropolitan Title Company, whose address is 30665 Northwestern Highway, Suite 150, Farmington Hills, Michigan 48334, at or before closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer. The policies will be in the face amount of the purchase price of each Unit. Each purchaser should review the title insurance commitment with a qualified advisor of his choice before closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) **Other Insurance.** The Condominium Documents require that the Condominium Association carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief, liability insurance, officers' and directors' liability insurance, and worker's compensation insurance, if applicable, with respect to the Common Elements for which such insurance is appropriate. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Condominium Association. The Board of Directors of the Condominium Association is responsible for obtaining insurance coverage for the Condominium Association. Each Co-owner's pro rata share of the

annual Condominium Association insurance premiums is included in the annual assessment. The Condominium Association's insurance policies are available for inspection during normal working hours.

The master insurance policy carried by the Condominium Association names the Condominium Association as the insured, and may be required to include any managing agent as an additional insured from time to time. In the event of any casualty affecting the Condominium, insurance proceeds would be paid to and administered by the Condominium Association in accordance with the provisions of the Bylaws. The insurance coverage carried by the Condominium Association does not cover the residential dwelling or other structures and improvements constructed or erected within any individual Unit or any personal property of any Co-owner.

A copy of the Certificate of Insurance with respect to the Condominium will be furnished to each Co-owner upon closing the sale of his/her Unit. The Condominium Association should periodically review all of its insurance coverage to be assured of its continued adequacy and Co-owners should each do the same with respect to their personal insurance.

Each Co-owner is responsible for obtaining "all risk" property coverage and vandalism and malicious mischief insurance, personal property, liability and other individual insurance coverage with respect to his residential dwelling and all other improvements constructed or to be constructed within the perimeter of his Unit and the contents thereof, the Limited Common Elements appurtenant thereto and his personal property located anywhere on the Project, to the extent indicated in Article IV of the Bylaws.

F. Restrictions on Ownership, Occupancy and Use. In order to provide an environment conducive to pleasant living at Pine Creek Bluffs Condominium, the Bylaws contain certain limitations upon the activities of Co-owners which might infringe upon the right to quiet enjoyment of all Co-owners. Article VI of the Bylaws sets forth restrictions upon the ownership, occupancy and use of the Condominium. It is not possible to accurately and completely characterize such restrictions without risking the omission of some provision that may be of significance to a purchaser and each prospective Purchaser should review the restrictions in their entirety to ascertain whether their operation will interfere with his/her prospective use of the Condominium; however, the following are certain of the restrictions:

(1) **Residential Use**. Units are to be used only for residential purposes, and time-sharing and/or interval ownership is prohibited. No Unit may be used for commercial or business office purposes; provided, however, that a Co-owner may operate a home-based business which does not have any on-site employees (other than Unit residents), does not produce odors, noises or other noticeable effects and does not involve the manufacture of goods or sale of goods from inventory.

(2) **Restrictions Upon and Procedures Applicable to Leasing of Units**. Any Co-owner may lease his/her Unit; however, the leases must be in writing and be for an initial term of twelve (12) months unless otherwise approved by the Condominium Association. Notice of the lease arrangement and a copy of the lease form must be

supplied to the Condominium Association at least ten (10) days prior to presenting the lease form to the potential lessee. All tenants must comply with the Condominium Documents.

(3) **Pets.** No animal, including household pets, other than two (2) domesticated dogs or two (2) domesticated cats, or one (1) of each, together with any caged animals, such as small birds or fish, shall be kept without the prior written consent of the Board of Directors, which consent, if given, shall be revocable at any time by the Board if a pet owner consistently fails to observe provisions of the Bylaws or Rules and Regulations of the Condominium Association pertaining to pets. No exotic pets are permitted. These animals must not be noisy and the Co-owner maintaining the animals must indemnify the Condominium Association for any costs or damages incurred as a result of maintaining such animals. Additional restrictions governing animals are set forth in Article VI, Section 5 of the Bylaws.

(4) **Architectural Controls.** There are substantial limitations upon improvements and physical changes that may be made within the boundaries of a Condominium Unit and elsewhere on the Common Elements. Written approval by the Architectural Control Committee and, during the Development, Construction and Sales Period, by the Developer, if it so elects, must be obtained before any structure or improvement may be erected or installed upon any of the Common Elements, or before altering or modifying any dwelling or Common Element (except for interior modifications of dwellings). Written permission by the Architectural Control Committee and, during the Development, Construction and Sales Period, the Developer, if it so elects, must be obtained prior to erecting or maintaining commercial signs, unless required by legal proceedings. Written approval by the Architectural Control Committee and, during the Development, Construction and Sales Period, the Developer, if it so elects, must be obtained prior to performing any landscaping or planting any trees, shrubs or flowers on the Common Elements. A purchaser should carefully review the Purchase Agreement, Article VI, Section 3 of the Bylaws, Article VI, Section 14 of the Bylaws and other applicable provisions of Article VI of the Bylaws with respect to such restrictions.

(5) **House Trailers, Recreational Vehicles, Commercial Vehicles.** Except for automobiles, vehicles, motorcycles and trucks designed and used primarily for general transportation by a Co-owner, no house trailers, recreational vehicles, or commercial vehicles may be parked or stored upon the Condominium Premises unless such vehicles are parked in the garage of the Co-owner's dwelling, or unless specifically approved by the Condominium Association or parked in an area specifically designated by the Condominium Association. Such designated parking areas have not been established by the Condominium Association. A Co-owner is not permitted to maintain more than three (3) vehicles in the Condominium unless the Board of Directors specifically approves in writing otherwise. Co-owners' vehicles must be parked in the garage and driveway appurtenant to the Co-owner's Unit, only, unless the Board of Directors specifically approves in writing otherwise. Garage doors shall be kept closed when not in use. Motorcycles shall not be parked overnight except in garages. Additional restrictions governing vehicles are set forth in Article VI, Section 8 of the Bylaws.

(6) **Rules and Regulations.** Reasonable regulations may be adopted by the Board of Directors of the Condominium Association concerning the use of Common Elements, without vote of the Co-owners. The Co-owners may revoke any rules and regulations so adopted by the Board of Directors of the Condominium Association upon the affirmative vote of more than fifty (50%) percent of all of the Co-owners.

(7) **Water Regulation and Shoreline and Wetlands Restrictions.** Article VI of the Bylaws describes restrictions that have been imposed upon the Project and Co-owners by governmental authorities or the Developer with respect to the use of shoreline and wetlands areas.

The restrictions are enforceable by the Condominium Association, which may take appropriate action to enforce the restrictions, such as legal action for injunctive relief and damages. The remedies available in the event of violation of these restrictions are contained in Article XIX of the Bylaws. The restrictions are also enforceable by the individual Co-owners and by the Developer. None of the use restrictions apply to the commercial activities or signs of the Developer or, if approved by the Developer, any Builder.

G. Judicial Actions and Claims. The Articles of Incorporation of the Association and Articles III and VII of the Bylaws contain procedures which may materially restrict the commencement of civil actions by or in the name of the Association (which may include civil actions against the Developer) in order to ensure that the Co-owners are fully informed regarding the prospects and likely costs of any proposed civil action that the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed. These restrictions are enforceable either by a Co-owner or the Developer. The Developer believes that these requirements may reduce both the cost of litigation and the risk of improvident litigation, either of which has the potential to waste the Association's assets in situations where reasonable and prudent alternatives to litigation may exist. A prospective purchaser of a Condominium Unit in Newburgh Park is encouraged to review and ensure that he/she understands these provisions of the Articles of Incorporation and Bylaws before purchasing.

VII. Rights and Obligations as Between Developer and Co-owner

A. Before Closing. The respective obligations of the Developer and purchaser of a Unit prior to closing are set forth in the Purchase Agreement which the purchaser and Developer will execute and the Escrow Agreement executed between the Developer and escrow agent named therein. Both documents should be closely examined by all purchasers in order to ascertain the disposition of earnest money deposits advanced by purchaser, the anticipated closing adjustments and the obligations of Developer and purchaser with respect to improvements serving the Unit.

Unless a Project is served by public sanitary sewer service, the Condominium Act requires that the Department of Public Health approved the proposed private sanitary sewer or septic system which will service the Project. The Developer has proposed that the Project be served by Hamburg Township's existing public sanitary sewer system and, to that end, has entered into a contract with the Township whereby the Township, through

its contractor, has agreed to extend existing off-site sanitary sewer mains to service the Condominium Premises and to complete this work by no later than October 9, 2003. Upon its completion, the Township has agreed to provide sewer connections adequate in number to service the Project.

Although, as of the date of this Disclosure Statement, the Developer believes that the Township will perform its responsibility to make the Township sanitary sewer system available when agreed, the Developer can provide no assurance that this will occur. Accordingly, until the Township sanitary sewer system is available to the Project, the Developer intends to provide in the purchase agreements that the Closing will not occur until the Project is served by the Township sanitary sewer system.

B. At Closing. Each purchaser will receive from the Developer a warranty deed conveying fee simple title to his/her Unit, which deed shall be subject to no liens or encumbrances other than the Condominium Documents and all easements, rights-of-way and restrictions as are shown of record. Prior to Closing, each Purchaser shall be afforded an opportunity to inspect the Unit that he/she is purchasing and the Common Elements.

C. Subsequent to Closing. Subsequent to the purchase of the Unit, the relationship between Developer and purchaser/Co-owner is governed by the Condominium Documents and the Condominium Act of 1978, as amended. The legal relationship between Developer and purchaser shall continue to be governed by the Purchase Agreement, but only to the extent that any provisions of the Purchase Agreement are intended to survive the Closing. For instance, a Purchaser of any of Units 8-15, inclusive; 54-61, inclusive; and 69-72, inclusive, will be contractually obligated to the Developer to install a public sidewalk within that portion of the right-of-way of Wyndam Lane which is adjacent to his/her Unit. Additionally, the Purchase Agreement will prohibit tree clearing and the commencement of any construction upon the Unit until approval by the Developer of the building and landscape plans and specifications described in Article VI, Section 3 of the Bylaws, and, as a condition to the Developer's approval, the Purchaser will be required to deposit with the Developer a maintenance deposit in the amount of Two Thousand Dollars ($2,000.00), which shall secure to the Developer the Purchaser's performance and observance of all applicable soil erosion and lot maintenance requirements and, in the absence of their violation and any resulting damage to the Condominium Premises, shall be refunded by Developer to Purchaser upon Purchaser's satisfactory completion of construction and landscaping upon the Unit.

VIII. Warranty.

No Developer Warranties. ALL UNIT DWELLING WARRANTY OBLIGATIONS, IF ANY, WILL BE THE SOLE RESPONSIBILITY OF THE BUILDER EMPLOYED BY THE CO-OWNER TO CONSTRUCT THE DWELLING UPON HIS/HER UNIT. THE UNITS AND ALL GENERAL COMMON ELEMENTS ARE DELIVERED "AS IS". THE DEVELOPER DOES NOT WARRANT TO AN INDIVIDUAL CO-OWNER, EITHER EXPRESSLY OR IMPLIEDLY, HIS/HER UNIT OR THE COMMON ELEMENTS OF THE PROJECT, INCLUDING THOSE GENERAL COMMON ELEMENTS WHICH THE DEVELOPER IS RESPONSIBLE TO CONSTRUCT, SUCH AS THE ROADWAYS AND UTILITY LINES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER

STATE LAW OR THE MAGNUSON-MOSS WARRANTY ACT, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY AND CONFORMANCE WITH PLANS AND SPECIFICATIONS ARE HEREBY DISCLAIMED AND EXCLUDED. THE DEVELOPER DOES NOT WARRANT ANY CONDITION WHICH MAY BE DEEMED IN VIOLATION OF ENVIRONMENTAL LAWS, RULES, POLICIES, OR REGULATIONS, AND/OR ANY CONDITIONS OF TOXIC WASTE OR HAZARDOUS SUBSTANCES. THE DEVELOPER DOES NOT WARRANT THE HABITABILITY OR THE ABSENCE OF HEALTH RISK DUE TO RADIATION, ELECTROMAGNETIC FIELDS, POLLUTION, HAZARDOUS MATERIAL, MOLD, RADON, FORMALDEHYDE, AND EVERY OTHER SOLID, LIQUID OR GASEOUS CONTAMINANT, TOXIN OR CARCINOGENIC SUBSTANCE. THERE IS NO GUARANTEE OR WARRANTY WITH REGARD TO TREES, BUSHES OR ANY TYPE OF VEGETATION. THE CONDOMINIUM ASSOCIATION AND/OR A PURCHASER MAY BE REQUIRED TO PAY SUBSTANTIAL SUMS FOR THE REPAIR OF DEFECTS WHICH MAY OCCUR AND WHICH ARE NOT WARRANTED BY THE DEVELOPER. BY EXECUTING THE PURCHASE AGREEMENT, THE PURCHASER ACKNOWLEDGES AS OF THE DATE OF SAME, AND BY THE ACT OF CLOSING SHALL BE DEEMED TO HAVE RE-ACKNOWLEDGED AS OF THE DATE OF CLOSING, THAT THE PURCHASER HAS INSPECTED AND IS SATISFIED WITH THE UNIT AND THE COMMON ELEMENTS, IF CONSTRUCTED. NO SALES REPRESENTATIVE OF THE DEVELOPER IS AUTHORIZED TO DEVIATE FROM THIS PROVISION.

IX. Local Government, Taxes and Certain Utilities.

A. Local Government. The Project is located in the Township of Hamburg, the County of Livingston and the Brighton School District.

B. Real Property Taxes. Taxes upon the Units are assessed by the Township of Hamburg, the County of Livingston and the Brighton School District. Pursuant to Michigan law, taxes are required to be assessed on the basis of fifty (50%) percent of the true cash value. Each Co-owner will receive an individual tax bill attributable to his/her Unit. It is impossible to determine with accuracy the amount of real property taxes that will fall due in subsequent years since those taxes are a function of both property values and tax rates, either of which may rise or fall.

C. Sanitary Sewer; Water Mains. The sanitary sewers and water mains and laterals have been or will be constructed in a manner required for dedication to the public and have been, or are expected to be, dedicated to the public, in which event the public will bear the costs and responsibilities to maintain, repair and replace the utility mains and laterals.

D. Storm Water Management Systems; Storm Water Detention Area. The costs of and the responsibilities for maintaining the storm water management system serving the Condominium will be borne by the Condominium Association, as provided in the Master Deed, unless and until such systems are dedicated to and accepted by Livingston County. The Developer is not required and may have not constructed such improvements in a manner required for dedication to Livingston County.

X. Radon Gas.

Radon is a naturally-occurring, colorless and odorless radioactive gas formed by the breakdown of uranium and radium deposits in soil. Radon can escape from the soil and enter buildings. Preliminary studies by the United States Environmental Protection Agency (EPA) suggest that prolonged exposure to radon may have adverse health consequences.

The extent to which an area or a specific Unit may be exposed to radon depends on a number of factors, including natural geologic conditions, prior land use, ground water, construction materials and techniques, ventilation and air conditioning systems, and Co-owner maintenance. Because of the multitude of factors involved, it is difficult to predict whether a specific residence may be subject to high radon levels unless specific tests are conducted by experts in the area.

The Developer claims no expertise in radon and does not provide advice to Purchasers about the acceptable levels or possible health hazards of radon. It is possible that tests or studies might disclose information which a particular Co-owner might consider significant in deciding whether to purchase a Unit in Pine Creek Bluffs Condominium. The Developer assumes no responsibility to make any tests or studies, but the Developer will permit the Purchaser to do so, at the Purchaser's expense, if the Purchaser so desires, before the Purchase Agreement becomes binding.

The EPA, as well as state and local regulatory authorities, are best equipped to render advice regarding the risks which may exist in a particular area, the risks associated with radon exposure, the methods available to detect and measure radon levels, and whether remedial measures may be advisable in particular circumstances to reduce the risk of radon exposure. The EPA has published two (2) guides which are available to interested persons: "A Citizen's Guide to Radon: What it is and What to do About it" and "Radon Reduction Methods: A Homeowner's Guide."

XI. Mold.

<u>What a homeowner should know about mold.</u>

Mold is a type of fungus that occurs naturally in the environment and is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind and is found everywhere life is supported. Most homeowners are familiar with mold growth in the form of bread mold, and the mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This may be supplied by items found in the home, such as fabric, carpet, or wallpaper, or by building materials, such as drywall, wood and insulation, to name just a few. Mold growth also requires moisture. Spills, leaks, overflows, condensation and high humidity are common sources of home moisture.

Residential construction processes are not, and probably cannot be, designed to exclude mold. If growing conditions are favorable, mold can grow in your home. Good housekeeping and home maintenance practices may prevent or eliminate mold growth.

Moisture is the only factor in mold growth that can be controlled in a residential setting. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Consequences of mold.

All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat, and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems and the nature and extent of health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

What a homeowner should do.

Whether or not you experience mold growth in your home will depend largely on how you manage and maintain your home. A homeowner should take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include:

1. Before bringing items into your home, check for signs of mold. Potted plans (roots and soil), furnishings or stored clothing and bleeding material, as well as many other household goods, could already contain mold growth.

2. Regular vacuuming and cleaning to reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

3. Keep the humidity in your home low. Ventilate clothes dryers to the outdoors, and ventilate kitchens and bathrooms by opening windows, using exhaust fans or running the air conditioning to remove excess moisture in the air and facilitate evaporation of water from wet surfaces.

4. Do not allow water to pool or stand; promptly clean up spills, condensation and other sources of moisture and thoroughly dry wet surfaces or material. Promptly replace any drywall, insulation or other material that cannot be thoroughly dried.

5. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty orders and any visible signs of mold.

6. Should mold develop, porous material, such as fabric, upholstery or carpet should be discarded. Other materials in the area should first be test to see if they are color safe, and then thoroughly cleaned with a mild bleach solution. Should the mold growth be severe, call on the services of a qualified professional cleaner.

The Developer and mold.

The Developer claims no expertise with respect to mold and does not advise Purchasers about the acceptable levels or possible health hazards of mold. It is possible that tests or studies might disclose information that a particular Purchaser might consider significant in deciding whether to purchase a Unit in Pine Creek Bluffs Condominium. The Developer assumes no responsibility to make any tests or studies for mold. The Developer is not responsible to a Purchaser for any damages caused by mold, including, but without limiting the generality thereof, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value adverse health effects or any other effects. Any implied warranties, including any implied warranty of workmanlike construction, habitability or fitness for a particular use, are hereby disclaimed.

XII. Mosquito-Borne Diseases

Pine Creek Bluffs Condominium is being developed as a community in which residents may enjoy the naturally-occurring water, wetlands and woodlands amenities of the site. Unfortunately, these amenities also may be conducive to the breeding of mosquitoes which have the potential to spread disease, including, without limitation, West Nile Virus.

Information concerning West Nile Virus and the actions that can be taken to protect humans and pets may be reviewed "online" at the State of Michigan website (www.wnv.state.mi.us) and at the Livingston County Health Department website (www.lchd.org).

The Developer and Mosquito-Borne Diseases.

The Developer claims no expertise with respect to West Nile Virus or other mosquito-borne diseases and does not advise Purchasers about their possible health hazards. It is possible that tests or studies might disclose information that a particular Purchaser might consider significant in deciding whether to purchase a Unit in Pine Creek Bluffs Condominium. The Developer assumes no responsibility to make any such tests or studies.

The Developer is not responsible to a Purchaser for any damages caused by mosquito-borne disease, including, but without limiting the generality thereof, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value adverse health effects or any other effects. Any implied warranties, including any implied warranty of workmanlike construction, habitability or fitness for a particular use, are hereby disclaimed.

XIII. Purpose of Disclosure Statement

This Disclosure Statement was prepared by the Developer in good faith in order to comply with the Condominium Act of 1978, as amended. This Disclosure Statement paraphrases various provisions of the Purchase Agreement, Master Deed, Bylaws, Escrow Agreement and other documents required by law. This Disclosure Statement only highlights certain

provisions of such documents and by no means contains a complete statement of all of the provisions of those documents, which may be important to Purchasers. In an attempt to be more readable, this Disclosure Statement omits most legal phrases, definitions and detailed provisions of the other documents. This Disclosure Statement is not a substitute for the legal documents from which it draws information and the rights of Purchasers and other parties will be controlled by the other legal documents and not by this Disclosure Statement. All of the documents referred to in this Disclosure Statement should be carefully reviewed by prospective Purchasers, and it is advisable to have professional assistance in making this review.

The Developer is required by law to prepare this Disclosure Statement. The Developer has prepared this Disclosure Statement in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about Pine Creek Bluffs Condominium. However, the Developer disclaims liability to any Purchaser for misstatements herein (or for omissions which make statements herein appear misleading) if such misstatements were made by the Developer in good faith, or were immaterial in nature, or were not relied upon by the Purchaser, or did not result in any damages to the Purchaser.

In accepting title to a Unit in Pine Creek Bluffs Condominium, each Purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission, or misstatement in this Disclosure Statement. In assisting in the preparation of this Disclosure Statement and the other Condominium Documents, Developer's counsel has not undertaken professional responsibility to the Condominium Association or to any Co-owners, Purchasers, mortgagees or other third parties for the completeness, accuracy, or validity of the Condominium Documents, including this Disclosure Statement.

The Developer is required to give each Purchaser a copy of the pamphlet entitled, "*The Condominium Buyers Handbook*". "*The Condominium Buyers Handbook*" was prepared by the Michigan Department of Consumer & Industry Services, and the Developer accepts no responsibility for its content.

The Condominium Buyers' Handbook

State of Michigan
Department of Consumer and Industry Services
Office of Policy and Legislative Affairs
Boundary Commission
www.cis.state.mi.us/opla

The Condominium Buyers Handbook was created by the Michigan Department of Consumer and Industry Services as required by the Condominium Act, Public Act 59 of 1978, as amended. This edition reflects Public Act 379 of 2000 amendments that took effect January 2, 2001.

This handbook is intended as a guide for people who are considering buying a condominium. It provides a summary of portions of the Condominium Act (MCL 559.101 et seq.) and is directed primarily toward residential condominium buyers, although the Act also provides for business, campground and marina condominium developments.

Although the Department of Consumer & Industry Services is identified as the administrator in the Act, the Legislature repealed the Department's regulatory responsibilities many years ago. The Act does not give the Department authority to enforce any provisions in the Act. The last section of the handbook describes the remedies the Act does provide. In addition, the Department will forward a copy of a complaint received regarding a developer of a condominium project to the developer along with a notice of available remedies in the Act. Contact:

Michigan Department of Consumer & Industry Services
Office of Policy & Legislative Affairs
P.O. Box 30004
Lansing, MI 48909
(517) 241-4580
www.cis.state.mi.us/opla

Condominium Ownership

Unit owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium project with the other co-owners. The development is privately owned and maintained by the co-owners, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public. The master deed will designate the percentage of ownership of each condominium unit in the development. This percentage of value will determine your obligation for payment of monthly fees, assessments, and may determine your voting percentage at association meetings.

The bylaws should be read carefully as they contain provisions outlining your rights as an owner. Modifications or repairs to your unit may require approval of the co-owners association. There may be restrictions on pets, renting, use of recreational facilities, and other prohibitions in the bylaws that you should be aware of before signing a purchase agreement.

Association of Co-owners (Condominium Board):

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures are included in the condominium bylaws. The association of co-owners is elected by the co-owners and is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association has authority to determine the monthly maintenance fee and the amount of any special assessments. The association of co-owners may hire a management company to provide services for the development. Each co-owner must pay a monthly fee for these services and any special assessments.

Rules governing the association are written in the bylaws of the condominium development. After the association of co-owners is created, it may adopt bylaws for the operation of the association. Meetings of the co-owners association are meetings of a private entity, and not subject to the Open Meetings Act, which requires government agencies to allow public attendance at meetings. Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10 % of the annual budget on a non-cumulative basis.

You should receive a disclosure statement itemizing the association's budget at the time you are given the master deed. The monthly assessment is considered a lien on the condominium unit and you cannot be exempt from assessments and monthly fees by nonuse of any common elements or by abandonment of the condominium unit. Co-owners must notify the association if they rent or mortgage their unit.

If you have complaints with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally only professional arbitrators or the courts have jurisdiction over complaints between these parties.

Site Condominiums

The term "site condominium" is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure. Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Act.

There is another type of residential subdivision development in Michigan that is regulated in accordance with the Land Division Act. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with the Land Division Act.

Limited or General Common Elements

Limited common elements are property with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a unit that is a single family detached home may be a limited common element for use by the owner of that unit. General common elements may be roads, open space areas and recreation facilities. They are available for use by everyone in the development. The master deed specifies which parts of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

Condominium Documents

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement. Once the condominium association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operation expenses.

Preliminary Reservation Agreements

A preliminary reservation agreement gives you the opportunity to purchase a particular condominium unit for a specified period of time upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you subsequently enter into a purchase agreement, the developer must treat the payment made as if it was made under a purchase agreement.

Purchase Agreements

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day on which the documents listed below are received, if that day is a business day. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents. Some issues to consider before buying include the following:

- The bylaws may contain a variety of restrictions. The bylaws may require you to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce any legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction begins or is completed. Determine whether the agreements will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- You may want to determine if the developer is contractually obligated to finish the development. The local government may have required the developer to provide letters of credit to complete elements of the project.
- Do not rely on verbal promises, insist that everything be in writing and signed by the person who made the promise.
- When buying a condominium in a structure that has been converted from an existing building, you will also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components and their expected useful life. Ask to see copies of the building maintenance records, and find out what improvements the developer has made.

Documents the Developer Must Provide

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and escrow agreement
3. The condominium buyer's handbook.
4. A disclosure statement that must include information about:
   - the developer's previous experience with condominium projects,
   - any warranties undertaken by the developer, and
   - the extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.

Advisory Committee

The advisory committee is established when one of the following occurs, whichever happens first:

1. 120 days after 1/3 of the units are sold to nondeveloper co-owners.
2. One year after a unit is sold to a nondeveloper co-owner.

The purpose of the advisory committee is to meet with the project board of directors to facilitate communication and aid in the transition of control to the association of co-owners. The advisory committee ceases when a majority of the board of directors of the association of co-owners is elected by the nondeveloper co-owners.

Election of Board of Directors for Association of Co-owners

No later than 120 days after 25% of nondeveloper co-owners have title to the units that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the nondeveloper co-owners.

No later than 120 days after 50% of nondeveloper co-owners have title to the units that may be created, at least 33.3% of the board of directors shall be elected by nondeveloper co-owners.

No later than 120 days after 75% of nondeveloper co-owners have title to units that may be created, and before 90% are conveyed to nondeveloper co-owners, the nondeveloper co-owners shall elect all directors on the board, except if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created, the developer shall have the right to designate one director.

If titles to 75% - 100% of the units that may be created have not been conveyed, 54 months after the first conveyance, the nondeveloper co-owners shall elect the number of

board members equal to the percentage of units they hold. The developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer, if the developer has paid all assessments for those units.

Documents the Association Must Provide

The association of co-owners must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. All books and records must be audited or reviewed by independent accountant annually, but the audit does not have to be certified. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

Amendments to Condominium Documents

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner. Provisions relating to the ability or terms under which a co-owner may rent a unit may not be modified without the consent of the co-owner. A co-owner's unit dimensions or the limited common elements to the co-owner's unit may not be modified without the co-owner's consent.

Remedies Available Pursuant to the Act

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, administrative rules issued under the authority of the Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

The bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A developer and a co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than $2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with sections 5001 to 5065 of Act No. 236 of 1961, MCL 600.5001 to 5065, which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

A condominium developer may be required to be a licensed residential builder under the Occupational Code. If a person has violated the Occupational Code or administrative rules, a complaint must be made within 18 months after completion, occupancy or purchase of a residential structure. Conduct subject to penalty is described in Article 24 of the Occupational Code. Complaints concerning construction may be filed with:

Michigan Department of Consumer & Industry Services
Bureau of Commercial Services
Enforcement Division
P. O. Box 30018
Lansing, MI 48909
Phone: (517) 241-9202
www.cis.state.mi.us/bcs

The Michigan Consumer Protection Act prohibits certain methods, acts, and practices, provides for certain investigations and prescribes penalties. Complaints regarding an alleged violation of the Consumer Protection Act may be filed with:

Michigan Department of Attorney General
Consumer Protection Division
P. O. Box 30213
Lansing, MI 48909
Phone: (517) 373-1140
www.ag.state.mi.us

The Act provides the right to notify the agency in a governmental unit responsible for administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully aids in the advertisement of a statement or representation that misrepresents the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine or imprisonment or both. An action under this section shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person can not take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

Legal References

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.
Condominium Rules, R559.101 et seq, 1985 Michigan Administrative Code
Occupational Code, P.A. 299 of 1980, MCL 339.101 et seq.
Consumer Protection Act, P.A. 331 of 1976, MCL 445.901 et seq.
Stille-Derossett-Halle Single State Construction Code Act, P.A. 230 of 1972, MCL 125.1501 et seq.

Approval: CIS Director

The Department of Consumer and Industry Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

PINE CREEK BLUFFS CONDOMINIUM

INFORMATION STATEMENT

NOTICE TO PURCHASERS: Stated below are the provisions of Section 84a of the Condominium Act of 1978, as amended (Act No. 59 of the Michigan Public Acts of 1978, as amended, hereinafter referred to as the "Act"). A copy of this section of the Act is being submitted to Purchasers to comply with the requirements of the Act. By signing below, the Purchasers acknowledge that Purchasers have reviewed this section of the Act and have received from Developer a copy of the recorded Master Deed, signed Purchase Agreement, Escrow Agreement, Condominium Buyer's Handbook, and Disclosure Statement.

Section 84a of the Act provides in part:

(1) The developer shall provide copies of all of the following documents to a prospective purchaser of a condominium unit, other than a business condominium unit:

(a) The recorded master deed.

(b) A copy of a purchase agreement that conforms with section 84 [of the Act], and that is in a form in which the purchaser may sign the agreement, together with a copy of the escrow agreement.

(c) A condominium buyer's handbook. The handbook shall contain, in a prominent location and in boldface type, the name, telephone number, and address of the person designated by the administrator to respond to complaints. The handbook shall contain a listing of the available remedies as provided in section 145 [of the Act].

(d) A disclosure statement relating to the project containing all of the following:

(i) An explanation of the association of co-owners' possible liability pursuant to Section 58 [of the Act].

(ii) The names, addresses, and previous experience with condominium projects of each developer and any management agency, real estate broker, residential builder, and residential maintenance and alteration contractor.

(iii) A projected budget for the first year of operation of the association of co-owners.

(iv) An explanation of the escrow arrangement.

(v) Any express warranties undertaken by the developer, together with a statement that express warranties are not provided unless specifically stated.

(vi) If the condominium project is an expandable condominium project, an explanation of the contents of the master deed relating to the election to expand the project prescribed in section 32 [of the Act], and an explanation of the material consequences of expanding the project.

(vii) If the condominium project is a contractible condominium project, an explanation of the contents of the master deed relating to the election to

contract the project prescribed in section 33 [of the Act], an explanation of the material consequences of contracting the project, and a statement that any structures or improvements proposed to be located in a contractible area need not be built.

(viii) If section 66(2)(j) [of the Act] is applicable, an identification of all structures and improvements labeled pursuant to section 66 [of the Act] 'need not be built.'

(ix) If section 66(2)(j) [of the Act] is applicable, the extent to which financial arrangements have been provided for completion of all structures and improvements labeled pursuant to section 66 [of the Act] 'must be built.'

(x) Other material information about the condominium project and the developer that the administrator requires by rule.

* * *

(2) A purchase agreement may be amended by agreement of the purchaser and developer before or after the agreement is signed. An amendment to the purchase agreement does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2) [of the Act]. An amendment to the condominium documents effected in the manner provided in the documents or provided by law does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2) [of the Act].

(3) At the time the purchaser receives the documents required in subsection (1) the developer shall provide a separate form that explains the provisions of this section. The signature of the purchaser upon this form is prima facie evidence that the documents required in subsection (1) were received and understood by the purchaser.

* * *

(5) With regard to any documents required under this section, a developer shall not make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

(6) The developer promptly shall amend a document required under this section to reflect any material change or to correct any omission in the document.

(7) In addition to other liabilities and penalties, a developer who violates this section is subject to section 115 [of the Act, which section imposes penalties upon a developer or any other person who fails to comply with the Condominium Act or any rule, agreement or master deed and may make a developer liable to a purchaser of a unit for damages].

PURCHASERS:

_____

_____

Dated: _____, 200_____

DSK\Burton-Katzman\Pine Creek Bluffs\infosheet

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Hamburg Township
Planning/Zoning/Utilities Dept.

AGREEMENT FOR SEWER CONNECTION

THIS AGREEMENT is made July 9th, 2003, between the **TOWNSHIP OF HAMBURG**, a Michigan General Law Township (hereinafter called "Township") with offices located at 10405 Merrill Road, Hamburg, Michigan 48139, and **RIVER PLACE / ABBEY LIMITED PARTNERSHIP**, a Michigan limited partnership (hereinafter called "Partnership"), whose address is 30100 Telegraph Road, Suite 366, Bingham Farms, Michigan 48025. The following is a recital of the facts and conditions underlying this Agreement:

WITNESSETH

The Township owns and operates a sanitary sewer collection and disposal system within the Township and provides sanitary sewer service to various services areas within the Township (the "Township System").

Township Ordinances #64, #65, #66 and #69, as amended (collectively, the "Ordinance"), establish the Township System and set forth the requirements for connection, terms, conditions and costs for sewer connections and service applicable to all users of the Township System.

The Partnership is in the process of developing a condominium project to be known as Pine Creek Bluffs Condominium (the "Condominium") consisting of up to ninety-nine (99) residential units on the real estate more particularly described in **EXHIBIT A** attached hereto (the "Property"); which will be developed in at least two phases. The initial phase is expected to consist of eighty-eight (88) residential units ("Phase I") and the second phase is contemplated to be eleven (11) residential units ("Phase II"). As of the date of this Agreement, the Partnership has not made a final determination as to whether or not Phase II will be included in the Condominium.

The Partnership is required or has elected to connect the residential structures to be located on the property to the Township System. The Partnership has requested and the Township has agreed to allow the Property and the residential structures to be located in the Condominium to be connected to the Township System.

Under a separate Sewer Extension Agreement executed contemporaneously herewith ("Extension Agreement"), the parties have agreed to extend the existing Township collection system to the boundary of the Property. Further, in order for the Property to be connected to the Township System, an infrastructure collection system and supporting components must be constructed on the Property (collectively, the "Collection System").

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Subject to the conditions contained in this Agreement, the Township shall (i) review all engineering plans and drawings necessary for the construction of the Collection

System; and (ii) make regular inspections of the construction work related to the installation of the Collection System.

2. With the exception of the grinder pump and the service line for each individual residential unit of the Condominium, which shall be the sole responsibility of the Condominium unit owner to construct and install under the terms of the Master Deed of the Condominium, the Partnership or future purchasers of the Condominium units who obtains a building permit for a Condominium unit will be solely and separately responsible for any and all costs or expenses relating to engineering, reviews, inspections, construction costs or connection fees, lateral sewer lines, or any other infrastructure or components relating to the Collection System to be built on each Condominium unit at the Property in order for the Property to be properly connected to the Township System. With the exception of the grinder pump and the service line for each individual residential unit of the Condominium, the Partnership shall be responsible for the payment for any and all construction costs and materials related to the construction of the Collection System infrastructure on the Property as described above. At such time as the Collection System, or any component thereof (including the grinder pump and service line for each individual residential unit of the Condominium) has been inspected and approved by the Township, it shall become the sole property and responsibility of the Township which shall operate and maintain the Collection System as a part of the Township System.

The Partnership shall execute any and all documents necessary to convey title to the Collection System or any of its components to the Township and to execute any easements or other documentation pertaining to the land owned by the Partnership necessary to enable the Township to own, operate and maintain the Collection System. The parties acknowledge that a good faith estimate for the probable construction costs for the on-site Collection System for the initial eighty-eight (88) residential units amounts to Five Hundred Thirty Thousand Two Hundred Eighty-Three and 51/100 ($530,283.51) Dollars (the "Estimated Cost"), in accord with the Engineer's Opinion of Probably Construction Cost, prepared by John Adams & Associates, Inc. and dated June 14, 2003, attached hereto as **EXHIBIT B** (the "Engineer's Opinion"). The Estimated Cost includes eighty-eight (88) Connection Fees, as that term is defined in Paragraph 5 hereof. The Partnership agrees to make prompt payments to all of its suppliers, contractors or subcontractors and to otherwise complete the construction in a timely manner and in accordance with all governmental rules and regulations.

3. The parties acknowledge the Partnership is contemplating the development of Phase II, which will be served by the Township system, although the exact mechanism by which this will be accomplished has yet to be determined. Therefore, at such time as the plans for Phase II have been submitted and approved by the Township, the parties acknowledge that an amendment to this Agreement will have to be negotiated and executed to address the conditions under which sewer service within the Township System will be provided to Phase II. The Partnership shall be entitled to connect eleven (11) service lines to the Extension (as that term is defined in the Extension Agreement) to

service Phase II.

4. Included in the amount specified in paragraph 2, the Partnership shall pay (i) for any and all Township inspection fees related to the Collection System at the rate of $1.50 per linear foot of the mainline built within the Property for approximately 11,569 linear feet ($17,353.50); (ii) an amount equal to two (2%) percent of the total costs for administrative fees ($10,397.72); (iii) legal fees in the amount of $15,142.30; (iv) engineering fees in the amount of $10,000.00; and (v) thirty-eight (38) Connection Fees amounting to $95,000.00. These amounts are detailed and described in the Engineer's Opinion and total One Hundred Forty Seven Thousand Eight Hundred Ninety-Three and 52/100 ($147,893.52) Dollars and shall be paid to the Township simultaneously with the execution of this Agreement.

The parties hereto understand and acknowledge that the Estimated Cost is merely an estimate, and that actual costs for the installation of the Collection System are likely to be higher or lower. Therefore, the Township and the Partnership agree that in the event the actual costs for the installation of the Collection System deviate from the Estimated Cost, the parties will revisit the amounts paid by the Partnership for administrative fees under this Paragraph 4 and revise such amounts accordingly. If the actual costs for the installation of the Collection System:

(a) are below the Estimated Cost,
   (i) the Partnership shall provide evidence of same to the Township;
   (ii) the Partnership shall calculate the amounts overpaid in administrative fees; and
   (iii) the Township shall promptly refund the difference to the Partnership

(b) exceed the Estimated Cost,
   (i) the Partnership shall provide evidence of same to the Township;
   (ii) the Partnership shall calculate the amounts underpaid in administrative fees; and
   (iii) the Partnership shall promptly pay the difference to the Township.

5. The Partnership shall be entitled to ninety-nine (99) residential sewer connections at the Property. The initial costs set forth on page 2 of **Exhibit B** include thirty-eight (38) connection fees at Two Thousand Five Hundred ($2,500.00) Dollars each (each, a "Connection Fee"). Once the initial thirty-eight (38) connections have been utilized by the Partnership, or its successors, any subsequent Connection Fees shall be at the then prevailing rate of general applicability throughout the Township (the "Prevailing Rate"), as established by the Township. At the discretion of the Partnership, from and after the date of the execution of this Agreement, the Partnership shall have the option of pre-paying for any or all of such Connection Fees at the Prevailing Rate at the time of such prepayment. The Township shall retain exclusive control over the connections and will issue them at such time as the

Partnership, or its successors and assigns, requests land use permits for any of the Condominium units located on the Property. Once pre-paid, said connections shall have no expiration date and shall be freely transferable and fully assignable to any successor owners of condominium units located on the Property. Any amounts so pre-paid by the Partnership are non-refundable.

6. The Partnership agrees to execute in favor of the Township any and all easements, conveyances or other documents necessary to effectuate the terms of this Agreement. Said documentation includes, but is not limited to, bills of sale, easements under existing or future rights-of-way, or easements over, across and under the Property. The owners of individual Condominium units at the Property who obtain a building permit shall be responsible for the execution and delivery of grinder pump easements and conveyance documents necessary to effectuate the terms of this Agreement, to the extent that such grinder pumps and related components are installed by the individual Condominium unit owner after the sale of the Condominium unit by the Partnership. Any and all lateral sewer lines constructed on the Property shall become the sole and separate property of the Township upon completion, inspection, approval and acceptance by the Township of the collection system or any of its components or any other part of the Township System. The Township shall accept any dedications and/or conveyances in writing and thereafter be solely and separately responsible for the operation and maintenance of the entire collection and sanitary system as contemplated by this Agreement.

It shall be the sole responsibility of the Condominium unit owner to install the grinder pump and the service line in conformance with the Township Ordinance. The grinder pump and the service line shall be Limited Common Elements of the Condominium only if, and for so long as, the Township has not assumed responsibility for their ownership, operation, inspection, maintenance and repair. In any event, all Condominium unit owners will continue to own, operate and maintain the lead located between the residential structure and the grinder pump.

7. The parties acknowledge that any users of the Township System shall be subject to the same operation, maintenance, repair and debt retirement obligations as other users of the Township System as may be established from time to time by the Township.

8. Any and all notices necessary under the terms of this Agreement shall be given to the parties by personal delivery, expedited delivery service (such as Federal Express) or United States certified mail, return receipt requested at the addresses set forth on page 1 hereof, or at such other addresses as the parties shall notify one another of in writing. All such notices shall be effective on delivery, unless given by certified mail, in which case such notes shall be effective two days after deposit thereof with the U.S. Post Office.

9. No change, amendment or modification hereof shall be valid unless embodied in a written instrument executed by the parties hereto.

10. This Agreement shall be constructed under, and any proceedings for the enforcement of any rights shall be governed by the laws of the State of Michigan.

11. This Agreement shall be binding on and inure to the parties, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

Laura Gibson
LAURA GIBSON

Patrick Hagman
PATRICK HAGMAN

HAMBURG TOWNSHIP

By: Howard D. Dillman
Its: Supervisor

Joanna G. Hardesty
By: Joanna G. Hardesty
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

On this 9th day of July, 2003, before me a Notary Public in and for said County, State of Michigan, personally appeared Howard D. Dillman and Joanna G. Hardesty, who being duly sworn depose and say that they have read the foregoing document by them subscribed and know the contents thereof; that the same is true of their own knowledge, and to those matters therein contained and stated to be upon information and belief, they believe them to be true.

Linda E. Hartman
Notary Public _____,
Livingston County, Michigan
My Commission expires: _____

LINDA E. HARTMAN
Notary Public, Livingston County, MI
My Commission Expires Jan. 10, 2006

[signatures and acknowledgments continue on following page]

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WITNESSES:

Sherrie A. Douglas

Dennis A. Engstrom

PARTNERSHIP

RIVER PLACE / ABBEY LIMITED PARTNERSHIP, a Michigan limited partnership

By: _____

Title: General Partner

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 30 day of June, 2003, before me a Notary Public in and for said County, State of Michigan, personally appeared Peter Burton, an authorized general partner, who being duly sworn deposes and says that he has read the foregoing document by him subscribed and knows the contents thereof; that the same is true of his own knowledge, and to those matters therein contained and stated to be upon information and belief, he believes them to be true.

KAREN BENTON
Notary Public, Oakland County, Michigan
My Commission Expires 09/26/2003

_____, Notary Public
Oakland County, Michigan
My Commission expires: _____

THIS INSTRUMENT DRAFTED BY:
JOHN W. DRURY (P12973)
207 N. MICHIGAN AVE., SUITE 202
HOWELL, MICHIGAN 48843
(517) 548-1440

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION PARCEL "A":
A part of the North ½ of Section 1, T-1-N, R-5-E, Hamburg Township, Livingston County, Michigan, being more particularly described as: Commencing at the Northwest Corner of Section 1; thence N.88°15'24"E., 38.47 feet along the North line of said Section 1 to the Southwest Corner of Section 36, T-2-N, R-5-E, Genoa Township, Livingston County, Michigan, said line also being the South line of said Section 36; thence continuing along a line common with said Section 1 and 36, N.88°15'27"E., 11.52 feet to the Point of Beginning; thence continuing along said line and in part along the South line of "Pine Creek Ridge Subdivision No. 6", as recorded in Liber 38, Page 15 through 23 of Plats, Livingston County Records, N.88°15'27"E., 809.11 feet to a point on the Westerly right-of-way line of Wyndam Lane (66 feet wide), as recorded in Liber 2893, Page 254, Livingston County Records; thence the following twelve (12) courses, being along the Westerly, Southerly and Easterly right-of-way line of said Wyndam Lane: (1) Along a curve to the left 512.44 feet, said curve having a radius of 483.58 feet, a central angle of 60°42'55" and a long chord bearing of S.30°22'20"E., 488.80 feet; and (2) S.60°43'47"E., 46.57 feet; and (3) Along a curve to the left 566.66 feet, said curve having a radius of 383.00 feet, a central angle of 84°46'13" and a long chord bearing of N.76°53'06"E., 516.37 feet; and (4) N.34°30'00"E., 249.45 feet; and (5) Along a curve to the right 344.34 feet, said curve having a radius of 367.00 feet, a central angle of 53°45'27" and a long chord bearing of N.61°22'43"E., 331.84 feet to a point on the North line of said Section 1; and (6) N.88°15'27"E., 593.80 feet to the North ¼ Corner of Section 1, T-1-N, R-5-E, Hamburg Township; and (7) N.88°15'27"E., 13.70 feet to the South ¼ Corner of Section 36, T-2-N, R-5-E, Genoa Township; and (8) N.87°49'45"E., 157.85 feet; and (9) Along a curve to the right 218.45 feet, said curve having a radius of 567.00 feet, a central angle of 22°04'27" and a long chord bearing of S.81°08'02"E., 217.10 feet; and (10) Along a curve to the right 296.73 feet, said curve having a radius of 252.00 feet, a central angle of 67°28'00" and a long chord bearing of S.36°21'47"E., 279.89 feet; and (11) S.02°37'48"E., 204.20 feet; and (12) Along a curve to the right 47.27 feet, said curve having a radius of 30.00 feet, a central angle of 90°16'49" and a long chord bearing of S.42°29'58"W., 42.53 feet to a point on the North line of Hamburg Road (66 feet wide); thence the following three (3) courses, being along said line: (1) S87°22'12"W., 373.86 feet;; and (2) Along a curve to the left 273.25 feet, said curve having a radius of 174.90 feet, a central angle of 88°29'00" and a long chord bearing of S.42°37'43"W., 246.23 feet; and (3) S02°06'47"E., 519.47 feet; thence S.42°53'13"W., 176.78 feet; thence S.87°53'14"W., 275.75 feet; thence N.67°20'00"W., 131.59 feet; thence S.46°33'29"W., 236.06 feet; thence S.10°59'14"W., 292.27 feet; thence S.55°21'20"W., 116.68 feet; thence S.87°10'38"W., 435.00 feet; thence S.58°12'54"W., 167.28 feet; thence N.02°52'23"W., 110.00 feet; thence S.87°10'58"W. 1135.00 feet to the East line of Bauer Road (50 feet ½ width); thence along said East line N.02°52'23"W., 1611.26 feet to the Point of Beginning, and

Containing 90.813 acres, more or less.

LEGAL DESCRIPTION PARCEL "B":
A part of the Northwest 1/4 of Section 1, T-1-N, R-5-E, Hamburg Township, Livingston County, Michigan, being more particularly described as: Commencing at the North ¼ Corner of said Section 1; thence S.88°15'27"W., 823.58 feet along the North line of said Section 1, said line also being the South line of said Section 36, T-2-N, R-5-E, Genoa Township, and the South line of "Pine Creek Ridge Subdivision No. 6", as recorded in Liber 38, Page 15 through 23 of Plats, Livingston County Records, to the Point of Beginning, said point being on the Northerly right-of-way line of Wyndam Lane (66 feet wide), dedicated right-of-way, as recorded in Liber 2893, Page 254, Livingston County Records; thence the following five (5) courses, being along said line: (1) Along a curve to the left 164.04 feet, said curve having a radius of 433.00 feet, a central angle of 21°42'23" and a long chord bearing of S.45°21'11"W., 163.06 feet; and (2) S.34°30'00"W., 249.45 feet; and (3) Along a curve to the right 469.01 feet, said curve having a radius of 317.00 feet, a central angle of 84°46'13" and a long chord bearing of S.76°53'06"W., 427.39 feet; and (4) N.60°43'47"W., 46.57 feet; and (5) Along a curve to the right 444.49 feet, said curve having a radius of 417.58 feet, a central angle of 60°59'19" and a long chord bearing of N.30°14'08"W., 423.80 feet to the North line of said Section 1; thence N.88°15'27"E., 928.00 feet along said North line to the Point of Beginning, and Containing 6.412 acres, more or less.

LEGAL DESCRIPTION PARCEL "C":
A part of the Northeast 1/4 of Section 1, T-1-N, R-5-E, Hamburg Township, Livingston County, Michigan, being more particularly described as: Commencing at the North ¼ Corner of said Section 1; thence N. 88°15'27"E., 13.70 feet along the North line of said Section 1, said line also being the South line of "Pine Creek Ridge Subdivision No. 6", as recorded in Liber 38, Page 15 through 23 of Plats, Livingston County Records, to the South ¼ Corner of Section 36, T-2-N, R-5-E, Genoa Township; thence continuing along a line common to said Section 1 and 36 N.87°49'45"E., 439.13 feet to the Point of Beginning, said point being on the Northeasterly right-of-way line of Wyndam Lane (66 feet wide), a dedicated right-of-way, as recorded in Liber 2893, Page 254, Livingston County Records; thence continuing along said line N.87°49'45"E., 296.83 feet, to Traverse Point "A"; thence continuing N.87°49'45"E., 75 feet, more or less, to the Westerly water's edge of Brighton Lake; thence Southerly and Easterly along said Southerly water's edge 880 feet, more or less, to a point on the line common to said Sections 1 and 36, said point also being on the South line of "Howell's Brighton Beach Subdivision No. 1", as recorded in Liber 3, Page 26 of Plats, Livingston County Records; thence N.87°49'45"E., 20 feet, more or less, along said line to Traverse Point "B";; said Brighton Lake being traversed by the following intermediate traverse line: Beginning at the above mentioned Traverse Point "A"; thence S.37°32'53"E., 333.25 feet; thence S.74°08'09"E., 126.47 feet; thence N.28°34'27"E., 295.13 feet to the end of the traverse line at the above mentioned Traverse Point "B", being on the South line of said "Howell's Brighton Beach Subdivision No. 1"; thence continuing N.87°49'45"E., 95.27 feet along said South line to a point on the Northwesterly

right-of-way line of Hamburg Road (66 feet width); thence the following five (5) courses, being along said line: (1) Along a curve to the left 165.22 feet, said curve having a radius of 244.72 feet, a central angle of 38°40'54" and a long chord bearing of S.38°23'26"W., 162.10 feet; and (2) S.19°00'51"W., 211.30 feet; and (3) Along a curve to the right 340.58 feet, said curve having a radius of 285.47 feet, a central angle of 68°21'21" and a long chord bearing of S.53°11'32"W., 320.73 feet; and (4) N.87°22'12"W., 469.13 feet; and (5) Along a curve to the right 47.12 feet, said curve having a radius of 30.00 feet, a central angle of 90°00'00" and a long chord bearing of N.47°37'48"W., 42.43 feet to a point on the East line of Wyndam Lane (variable width); thence the following two (2) courses, being along said East right of way line: (1) No.02°37'48"W., 169.51 feet; and (2) Along a curve to the left 379.14 feet, said curve having a radius of 348.00 feet, a central angle of 62°25'23" and a long chord bearing of N.33°50'30"W., 360.67 feet to the Point of Beginning, and Containing 6.88 acres, more or less, which includes 1.2 acres, more or less, between the intermediate traverse line and the water's edge of Brighton Lake. Subject to the riparian rights of the public in Brighton Lake.

Legal Description of "Area of Future Development":
A part of the Northwest 1/4 of Section 1, T-1-N, R-5-E, Hamburg Township, Livingston County, Michigan, being more particularly described as: Commencing at the North ¼ Corner of said Section 1; thence S.02°06'47"E., 1204.83 feet along the North-South ¼ line of said Section 1; thence S87°53'13"W., 33.00 feet to the Point of Beginning, said point being on the West right of way line of Hamburg Road (66 feet wide); thence S.02°06'47"E., 952.50 feet along said West right of way line of Hamburg Road; thence S.87°10'38"W., 857.00 feet; thence N.02°52'23"W., 390.00 feet; thence N.55°21'20"E., 116.68 feet; thence N. 10°59'14"E., 292.27 feet; thence N.46°33'29"E., 236.06 feet; thence S.67°20'00"E., 131.59 feet; thence N.87°53'14"E., 275.75 feet; thence N. 42°53'13"E., 176.78 feet to the Point of Beginning, and Containing 15.311 acres, more or less.

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PINE CREEK BLUFFS CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
FINE POLICY
REVISED 6-19-15

ASSESSMENT OF FINES

The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents (Master Deed, Bylaws or Rules and Regulations of the Association) 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.

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

A. 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 IX, Section 3, of the Condominium Bylaws of Pine Creek Bluffs Condominium Association.

B. The offending Co-owner shall be notified of a scheduled hearing before the Board at which the Co-owner may 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 7 days from the date of the notice.

C. Failure to respond to the notice of violation or appear at the hearing constitutes a default.

D. 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.**

SCHEDULE OF FINES

Upon violation of any of the provisions of the Condominium Documents ***other than*** *Article VI, Section 3, Architectural Control and Dwelling Construction Regulations, Architectural Review Process, the Construction Site Cleanliness Policy (dated 06/19/2015), the Plan Approval Process (dated 06/12/2015), the Architectural Approval Submission Form (dated 01/19/2015) and the Summary of Building Restrictions Contained in Master Deed Article VI (dated 10/13/2014)* and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied for all by-law violations:

First Violation: A fine of $50.00 shall be levied.

Second Violation: A fine of $100.00 shall be levied.

Third Violation: A fine of $150.00 shall be levied.

Fourth Violation and Each Subsequent Violation: A fine of $250.00 shall be levied.

SCHEDULE OF FINES FOR VIOLATION OF ARTICLE VI, SECTION 3, ARCHITECTURAL CONTROL AND DWELLING CONSTRUCTION REGULATIONS, ARCHITECTURAL REVIEW PROCESS OF THE PINE CREEK BLUFFS CONDOMINIUM ASSOCIATION BY-LAWS DOCUMENTS.

Upon violation of Article VI, Section 3 of the Condominium Bylaw 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 for all by-law violations:

First Violation: A fine of $500.00 fine shall be levied.

Second Violation: A fine of $1000.00 shall be levied.

Third Violation: A fine of $2000.00 shall be levied.

Fourth Violation and Each Subsequent Violation: A fine of $2500.00 shall be levied.

SCHEDULE OF FINES FOR VIOLATION OF CONSTRUCTION SITE CLEANLINESS POLICY (dated 06/19/2015), PLAN APPROVAL PROCESS (dated 06/12/2015), ARCHITECTURAL APPROVAL SUBMISSION FORM (01/19/2015) AND SUMMARY OF BUILDING RESTRICTIONS CONTAINED IN MASTER DEED ARTICLE VI (dated 10/13/2014),

Upon violation of the Construction Site Cleanliness Policy (dated 06/19/2015), the Plan Approval Process (dated 06/12/2015), the Architectural Approval Submission Form (dated 01/19/15) and the Summary of Building Restrictions Contained in Master Deed Article VI (dated 10/13/2014) of the Condominium Governing 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 for these violations:

First Violation: A fine of $500.00 fine shall be levied.

Second Violation: A fine of $1000.00 shall be levied.

Third Violation: A fine of $2000.00 shall be levied.

Fourth Violation and Each Subsequent Violation: A fine of $2500.00 shall be levied.

The Board of Directors, without the necessity of an amendment to the Pine Creek Bluffs Condominium Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 9 of the Pine Creek Bluffs Condominium Bylaws. For purposes of this Rule, the number of the violation (ie. first, second etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents, as long as that Co-owner may be an owner of a Unit or occupant of the Project, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a violation will be deemed to occur at the discretion of the Board for which said violation continues.

Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Michigan Condominium Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

COLLECTION OF FINES

The fines levied pursuant to the above stated rules and regulations shall be assessed against the Co-owner and shall be due and payable together with the regular quarterly installment assessment next becoming due on the first day of the following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents. All unpaid amounts shall further constitute a lien on the Co-owner's unit, enforceable as set forth in Article II of the Pine Creek Bluffs Condominium Bylaws.

Executed this 19th day of June, 2015

By: PINE CREEK BLUFFS
BOARD OF DIRECTORS

_____, Secretary

PINE CREEK BLUFFS
CONSTRUCTION SITE CLEANLINESS POLICY

Latest Revision 06/19/15

The Pine Creek Bluffs Architectural Control Committee is responsible for enforcing the following requirements for all new home construction projects.

Construction Site / Cleanliness Requirements

The Co-owner is responsible for ensuring that the construction site is maintained in a clean and orderly fashion during the entire construction process. A $1000 "cleanup" bond will be collected from the Co-owner (paid to "Pine Creek Bluffs") at time of architectural plan submission to the ACC and must be paid in full prior to ACC approval. NOTE: ACC approval is required prior to any lot clearing or preparation. The bond money will be held in escrow during construction and will be returned to the Co-owner upon successful cleanup of the construction site, net of any violation expenses.

1. A porta-potty and trash container must be onsite throughout the construction process.
2. Construction materials shall be maintained in a neat and organized fashion while on the job site. Construction materials shall be delivered to the site in accordance to the construction schedule so as to not clutter the job site for any extended period.
3. Excess and unused construction materials must be removed and/or disposed of in a timely basis. All scrap materials and garbage shall be regularly disposed of using an onsite trash container. No trash shall be burned on any Unit.
4. No construction materials shall be stored on vacant lots, common areas, or streets. Any debris from the job site must be regularly picked up from these areas.
5. Parking of construction vehicles or equipment shall be limited to the lot under construction. In addition, vehicles may park on the street / roadside curb. No parking in common areas, landscaped easements or vacant lots shall be permitted without pre-approval of the ACC.
6. All construction vehicles shall use the subdivision entrance nearest to the construction site, in order to minimize traffic throughout the development.

Violations / Enforcement Process

A construction site found to be out of compliance with any of these requirements will be subject to the Pine Creek Bluffs *Fine Policy (dated 06-19-15)*, Upon any such violation being alleged by the Board of Directors, the following procedures will be followed;

1. The Co-owner will be issued a written notice of violation indicating the actions required to remedy the non-compliance.
2. The Co-owner will be required to remedy the non-compliance issue within the time period allotted by the Board of Directors in the violation notice.
3. If the Co-owner fails to remedy the non-compliance within the specified time frame, the ACC will hire a contractor to remedy any such non-compliance at the Co-owner's expense. The cost of the repairs will be deducted from the Co-owner's bond funds held in escrow by Pine Creek Bluffs. If the costs to repair the non-compliance exceed the available bond fees held in escrow, a lien will be placed on the property by the Pine Creek Bluffs Association until paid by the Co-owner.