

Handwritten initials

**FIRST AMENDMENT TO MASTER DEED
SOUTH OAKS NO. 1 SITE CONDOMINIUM**

This Amendment modifies the Master Deed for South Oaks No. 1 Site Condominium, executed April 22, 1996, by First Central Investment Corporation. The Master Deed was recorded on May 3, 1996, 1996 in the Livingston County Register of Deed's office at Liber 2035 and Page 581.

The Master Deed for South Oaks No. 1 Site Condominium is amended as follows:

1. Section 11.2, "Dwellings" is modified in that the 1 and 1/2 story dwelling shall require a minimum of 1200 square feet on the first story.
2. The Planned Unit Development Agreement which was entered into between Marion Township and First Central Investment Corporation for the development of South Oaks was to be attached to the Master Deed as Exhibit C. The Master Deed as originally recorded contained no Exhibit C. Attached to this First Amendment to Master Deed is the Planned Unit Development Agreement which was originally denoted as Exhibit C to the Master Deed. The Planned Unit Development Agreement provides that the Declaration of Restrictions as approved by the Marion Township Board shall be incorporated into the Planned Unit Development Agreement as Exhibit B. The Declaration of Restrictions are instead incorporated as Section 11 of the Master Deed as originally recorded.

In witness whereof, the Developer has executed this First Amendment to Master Deed of South Oaks No. 1 Site Condominium on the date written below.

IN THE PRESENCE OF:

FIRST CENTRAL INVESTMENT CORP.
A MICHIGAN CORPORATION

Signature of Dale E. Cooper
DALE E. COOPER

By:

Signature of Lawrence A. Yax
LAWRENCE A. YAX, PRESIDENT

Signature of Mary V. Riney
MARY V. RINEY

RECORDED
RECORDED
JUL 10 9 27 AM '96
LIVINGSTON COUNTY REGISTER OF DEEDS

STATE OF MICHIGAN
COUNTY OF LIVINGSTON

The foregoing instrument was acknowledged before me this 27 day of June 1996, by LAWRENCE A. YAX, the President of FIRST CENTRAL INVESTMENT CORP. a MICHIGAN CORPORATION, on behalf of the corporation.

Signature of Dale E. Cooper
NOTARY PUBLIC: DALE E. COOPER
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES: 1/29/98

2076 74

DRAFTED BY AND RETURN TO:
DALE E. COOPER, ESQ.
410 WEST GRAND RIVER
BRIGHTON, MI 48116

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement ("Agreement") for South Oaks Development ("Development"), between First Central Investment Corp. ("Developer") and Marion Township, Livingston County, Michigan ("Township") and entered into on this 10th day of July, 1995⁶ is as follows:

I. Statement of general purpose.

South Oaks Development is a Planned Unit Development ("PUD") of site condominiums in conformity with the Condominium Project provisions of Section 111.333 of the Marion Township Zoning Ordinances. The Legal description for the Development is attached as Exhibit A. Upon approval of the South Oaks Condominium Final Planned Unit Development Plan ("Final Plan"), as revised on September 30 1995 and prior to commencement of development, the parcel will be given a single tax identification code. All units in the Development shall be used for single family residences purposes, except existing structures may be altered by the Developer so long as their use conforms to the applicable requirements of the Ordinance. The Development shall maintain land uses as permitted by right in the underlying zoning ordinance. Structures cannot be physically altered except in conformance with the Ordinance. Non-conforming structures cannot be made more non-conforming by virtue of this Agreement.

II. Terms and conditions.

1. The Final Plan, as revised on September 30, 1995 and Declaration of Restrictions, as approved by the Marion Township board, are hereby incorporated into this Agreement as Exhibit B. The Lot Data Sheet and Density Calculations for the Development, dated March 13, 1995, are attached as Exhibit C.

2. The development shall comply with all applicable Michigan laws and regulations and the Marion Township Zoning Ordinances, Marion Township Boat Ordinance, building codes and other applicable ordinances and codes.

3. All roads shall be private, open to the public and shall be maintained by an association of unit owners, described infra, in accordance with the road maintenance agreement to be approved by the Township. The Township waives dedication of the roads in the Development to the public and accepts the Development with private roads. All roads, including curbs and gutters, shall be built to Livingston County Road Commission standards for public roads.

4. An association of the Development's residents ("Association") shall be created within 12 months of the Township's approval of the Final Plan. All unit purchasers agree to become members of the Association which shall consist of and exist for the benefit of all persons who shall at any given time own units in the Development. The Association shall have no jurisdiction over the Developer or Developer's unsold units. The Developer shall not be required to maintain undeveloped phases to the same standards as required by the Association for other units in the

207674

Development. The Developer shall be required to maintain all unsold units in the developed phases to the same standards as required by the Association for other units in the Development. The Association shall have the authority to establish rules, regulations, voting procedures and policies for the betterment of the Association, including the authority to make and enforce regulations pertaining to the use and maintenance of the common areas. Upon establishment of the Association, the Association shall have the authority to enforce Building and Use Restrictions on the units that have been sold.

5. All common areas contained within the development shall be irrevocably dedicated by the Developer to the Association at the time of the formation of the Association as established in Paragraph 4. The Association shall be responsible for the maintenance of these areas. Any future conveyance by the Association shall be subject to approval by the Township Board.

6. The owners of each unit in the Development agree to pay a proportionate share of the taxes, maintenance, improvements, insurance and other costs incurred against the common areas. The initial amount due from each unit owner is sixty dollars (\$60.00) per year and said amount may be increased or decreased by the Association. The Developer is not required to pay Association dues for any unsold units. The Association dues shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and for the operation and maintenance of common areas. The balance of the funds collected will be turned over to the Association upon its formation, along with title to the common areas. The Association shall agree to abide by the terms of this Agreement, the Building and Use Restrictions, and the Final Plan.

7. The Township Planning Commission waives the requirement of a reservation of open space for public use.

8. Developer will provide either bonds, line of credit or an approved mortgage sufficient to assure the Township that the Developer has sufficient funding to proceed with each phase of the Development. The Developer shall provide such assurances prior to the issuance of the necessary land use permits for the Development.

9. No temporary structure of any kind, such as a tent, trailer, shack, storage barn or garage shall be erected or placed upon any unit. Temporary buildings to be used during the construction of a dwelling shall be removed from the premises within thirty days of enclosure of the residential dwelling or 180 days, whichever occurs first.

10. Use of the common open areas shall be restricted to unit owners and their guests. All unit owners shall have the right and easement of enjoyment of the common areas and such easement shall be appurtenant to and shall pass with the title of every unit in the development. Only foot traffic and bicycles will be allowed in the common areas. No off-road motorcycles, scooters, all-terrain vehicles or any type of loud or noisy vehicle, cars or trucks will be allowed to operate anywhere in the Development and/or common areas. No hunting shall be allowed anywhere in the Development including the common open areas and wetlands. Only street legal motor vehicles

and motorcycles driven by licensed drivers shall be allowed on the roads of the Development. No public access to Triangle Lake shall be permitted from any common area and only riparian owners in the Development shall have access to Triangle Lake by way of their individually owned parcel that has riparian rights. The Developer agrees to allow the Triangle Lake Association, at its own expense, to construct a fence along Triangle Lake Road on the common area in order to stop unauthorized access to the lake. The Triangle Lake Association agrees to indemnify the Developer, the Township and the Road Commission for all losses arising from the location, construction, use and purpose of the fence. The Triangle Lake Association agrees to defend any lawsuit or action regarding the fence. On undeveloped riparian units, the Developer shall post "No Trespassing" signs to prohibit access to Triangle Lake.

11. If a special assessment district is created for the paving of Triangle Lake Road, the unit owners in the Development will participate in that assessment with that agreement to be negotiated between Livingston County Road Commission and the Township for all properties benefited by the road improvement.

12. The Township Planning Commission waives the requirement of a public or common water supply or sanitary wastewater disposal systems.

13. Only lakefront unit owners shall have riparian rights. Riparian units in the Development are Units 19, 22, 67, 68, 69, 70, 71, 74 and 75. All units whose access to Triangle Lake is by way of wetlands must meet all the requirements of the Michigan Department of Natural Resources ("DNR") and submit a copy of any application filed with the DNR and any permit issued by the DNR to the Township. All riparian units shall be subject to the Marion Township Boat Ordinance. All docks shall be built on an individual unit owners property and shall not be shared among lakefront unit owners. No common dock shall be built for non-lakefront unit owners. No access may be provided by a riparian owner through those units by way of a lease or rental of slip space or for the purposes of launching watercraft.

14. All existing structures within the Development which become non-conforming as a result of the implementation of the Final Plan, shall be removed or modified to conform to the Ordinance requirements at such time that the unit on which it is sited is sold or otherwise conveyed to an owner other than the Developer. The existing boathouse on Unit 70 is a conforming use and will remain after the Development is completed and its use shall be restricted to the riparian owner of Unit 70.

15. The grade of any unit may not be altered so as to increase or direct surface water run-off to the development's wetland areas. Surface water run-off shall be directed to the Development's designated stormwater system. No trees over 5" in diameter, fifteen feet or more from a building shall be removed during the construction of a dwelling without the permission of the Township. Any unit which abuts a wetland shall maintain a 20 foot natural area immediately adjacent to and abutting the wetland, which area shall not be mowed but left in its natural state.

16. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. The failure or delay of either party to insist upon the other party's strict performance of the provisions in this Agreement or to exercise in any respect any right, power, privilege, or remedy provided for under this Agreement shall not operate as a waiver or relinquishment thereof, nor shall any single or partial exercise of any right, power, privilege or remedy preclude other or further exercise thereof, or the exercise of any other right, power, privilege, or remedy. No express waiver shall be valid unless in a prior writing and signed by the party to be bound thereby.

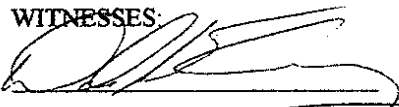
18. This Agreement, the Declaration of Use Restrictions, and the Final Plan constitute the entire agreement and understanding between the parties regarding the subject matter of this Agreement, and supersedes and merges all prior discussions and agreements relating thereto. No waiver, modification or amendment to this Agreement shall be valid unless in writing, signed by the parties hereto. No usage or trade or course of dealing between or among any person having an interest in this Agreement will be deemed effective to modify, amend, or discharge any part of this Agreement, or any rights or obligations of any party hereunder. The Developer's assigns and successors shall be bound by this Agreement, the Declaration of Restrictions and the Final Plan.

19. In the event that a Unit owner, the Association or the Developer violates the terms and conditions of this Agreement, the Township shall have the right to specific performance of this Agreement as provided by law and including equitable relief for injunctions and restraining orders.

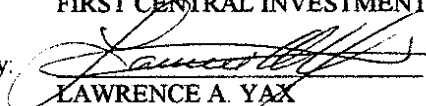
THE PARTIES, by their undersigned representatives, hereby execute this Agreement.

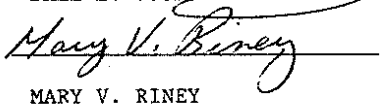
WITNESSES:

FIRST CENTRAL INVESTMENT CORP.



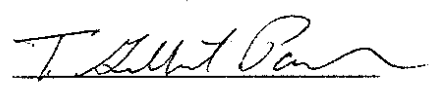
DALE E. COOPER

By: 
LAWRENCE A. YAX
President/Developer



MARY V. RINEY

MARION TOWNSHIP



T. GILBERT PARKER

By: 
RICHARD L. IRISH
Its:


NANCY TEETERS

EXHIBIT A

LEGAL DESCRIPTION

South Oaks Site Condominium, a planned unit development, located in Marion Township, Livingston County, Michigan, and more specifically described as:

Legal Description:

Commencing at the South 1/4 Corner of Section 27, T2N, R4E, Marion Township, Livingston County, Michigan; thence S 00°00'19" W 427.48 feet along the North-South 1/4 line of said section as previously surveyed and monumented for a PLACE OF BEGINNING; thence S 80°55'23" E 226.07 feet; thence N 63°26'13" E 497.54 feet; thence N 39°54'15" E 40.00 feet; thence N 50°05'45" W 243.97 feet; thence N 19°29'14" E 214.25 feet; thence S 88°59'16" E 96.72 feet; thence N 39°54'15" E 390.71 feet; thence S 66°07'01" E 60.32 feet; thence N 66°03'53" E 150.23 feet; thence N 23°56'07" W 1294.11 feet; thence N 41°56'06" E 92.50 feet; thence along the centerline of Triangle Lake Road the following 10 courses: S 31°52'02" E 75.91 feet, southeasterly 111.87 feet along the arc of a 296.47 foot radius curve to the right, having a central angle of 21°37'13" and a chord which bears S 21°03'15" E 111.21 feet, S 10°14'49" E 56.00 feet, southeasterly 159.92 feet along the arc of a 243.99 foot radius curve to the left, having a central angle of 37°33'15" and a chord which bears S 29°01'26" E 157.07 feet, S 47°48'04" E 40.00 feet, southeasterly 97.00 feet along the arc of a 361.64 foot radius curve to the left, having a central angle of 15°22'05" and a chord which bears S 55°29'06" E 96.71 feet, S 63°10'09" E 252.76 feet, southeasterly 183.95 feet along the arc of a 505.96 foot radius curve to the right, having a central angle of 20°49'51" and a chord which bears S 52°45'13" E 132.94 feet, S 42°20'18" E 47.02 feet, southeasterly 103.58 feet along the arc of a 543.27 foot radius curve to the right, having a central angle of 10°55'27" and a chord which bears S 36°52'34" E 103.42 feet; thence S 64°25'28" W 394.82 feet; thence S 23°56'07" E 575.00 feet; thence N 64°25'28" E 399.45 feet; thence S 23°56'11" E 113.32 feet along said centerline of Triangle Lake Road; thence continuing 61.59 feet along said centerline and the arc of a 525.00 foot radius circular curve to the left through a central angle of 06°43'16" and having a chord bearing S27°17'49" E 61.55 feet; thence non-tangentially S 00°10'39" E 238.11 feet; thence S 88°59'26" W 61.19 feet; thence S 35°47'08" W 582.49 feet; thence S 00°10'53" E 365.20 feet; thence S 89°49'25" W 456.69 feet; thence S 39°54'15" W 82.35 feet; thence S 80°44'59" W 135.16 feet; thence non-tangentially 107.14 feet along the arc of a 363.00 foot radius circular curve to the left through a central angle of 16°54'40" and having a chord bearing N 17°42'21" W 106.75 feet; thence N 26°09'41" W 64.26 feet; thence

S 64°46'56" W 325.35 feet; thence S 32°12'59" E 118.82 feet; thence S 63°27'46" W 136.22 feet; thence N 89°59'14" W 250.51 feet; thence N 00°00'19" E 608.11 feet along said North-South 1/4 line to the Place of Beginning. Being a part of the Southeast 1/4 of Section 27 and a part of the Northeast 1/4 of Section 34, all in Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan containing 41.83 acres of land, more or less, being subject to easements and restrictions of record, if any.

LOT DATA SHEET for South Oaks Subdivision
Revised 3-13-95

Area				Area			
Lot #	Sq. ft.	Acres	Frontage	Lot #	Sq. ft.	Acres	Frontage
1	30,142	0.69	228.28	38	30,893	0.71	252.70
2	30,897	0.71	120.00	39	35,295	0.81	286.03
3	30,599	0.70	125.00	40	32,815	0.75	169.98
4	31,415	0.72	125.00	41	31,000	0.71	197.26
5	31,312	0.72	110.00	42	30,624	0.70	325.87
6	33,035	0.76	112.80	43	31,311	0.72	369.01
7	31,449	0.72	100.08	44	30,445	0.70	270.34
8	42,086	0.97	100.08	45	32,226	0.74	193.88
9	30,000	0.69	318.36	46	30,356	0.70	161.18
10	37,935	0.87	416.68	47	30,559	0.70	149.06
11	51,655	1.19	80.00	48	31,900	0.73	110.00
12	35,863	0.82	80.00	49	31,900	0.73	110.00
13	31,738	0.73	80.00	50	30,872	0.71	120.06
14	31,589	0.73	135.79	51	30,074	0.69	135.23
15	30,065	0.69	337.62	52	30,337	0.70	116.69
16	43,796	1.01	432.62	53	30,342	0.70	120.61
17	32,193	0.74	137.61	54	30,000	0.69	110.66
18	30,859	0.71	185.67	55	30,585	0.70	85.00
19	48,679	1.12	146.69	56	50,930	1.17	85.00
20	35,761	0.82	391.38	57	45,857	1.05	136.68
21	35,420	0.81	114.98	58	39,454	0.91	200.85
22	53,282	1.22	120.15	59	32,112	0.74	130.00
23	30,593	0.70	186.89	60	41,663	0.96	100.26
24	32,597	0.75	120.55	61	30,000	0.69	85.96
25	32,483	0.75	308.69	62	30,151	0.69	115.50
26	30,000	0.69	102.93	63	30,061	0.69	115.50
27	30,000	0.69	103.44	64	30,061	0.69	115.50
28	30,528	0.70	128.00	65	30,061	0.69	115.50
29	30,172	0.69	185.13	66	30,564	0.70	100.00
30	32,276	0.74	170.19	67	42,415	0.97	100.00
31	35,762	0.82	131.30	68	30,018	0.69	122.16
32	31,514	0.72	100.60	69	42,882	0.98	80.00
33	33,610	0.77	97.14	70	45,447	1.04	80.00
34	36,734	0.84	117.58	71	36,699	0.84	80.00
35	32,800	0.75	156.65	72	31,079	0.71	218.31
36	32,887	0.75	350.93	73	30,093	0.69	312.04
37	32,938	0.76	352.51	74	55,251	1.27	125.53
				75	74,312	1.71	125.42

Average Lot Size: 34,870 sq. ft.

Average Lot Width: 165.85 feet

EXHIBIT "C"

DENSITY CALCULATION for South Oaks Subdivision
 Revised 03/08/95
 TOTAL PROJECT

	<u>AREA (Acres)</u>	<u>PERCENT OF TOTAL AREA</u>
Area of lots	60.03	47.3
Area of R.O.W.	12.79	10.0
Area of Wetlands	34.79	27.4
Buildable open space	19.39	15.3
<hr/>		
TOTAL AREA of PUD	127.0	100.0

AVERAGE LOT AREA DENSITY CALCULATION:

Total Area of Lots:	60.03 Acres
Buildable Open Space:	19.39 Acres
TOTAL BUILDABLE AREA	79.42 Acres

DENSITY: 79.42 Acres / 75 Units = 1.06
 = 46,127 sq ft / Lot