

RECORDED

LIBER 4 360 PAGE 0805

2004 MAR 11 A 10:50

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

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SECOND AMENDMENT TO CEDAR CREEK ESTATES SITE CONDOMINIUM
PLAN NO. 172
MASTER DEED

THIS AMENDMENT to the MASTER DEED of CEDAR CREEK ESTATES SITE CONDOMINIUM is executed on the 11th day of March, 2004, by MITCH HARRIS BUILDING COMPANY, INC., a Michigan Corporation, hereinafter referred to as "Developer" whose address is 211 North First Street, Suite 100, Brighton, Michigan 48116 and is made in accordance with the Condominium Act, that is, Act 59 of the Public Acts of 1978, as amended.

W I T N E S S E T H:

This Second Amendment to the Bylaws is made for the purposes of (a) correcting and reducing the liability insurance coverage required for the Co-owners and (b) correcting sidewalk construction requirements for the condominium.

The Master Deed is recorded at Liber 2624, Pages 0218-0305. The First Amendment is recorded at Liber 2850, Page 0664-0687, Livingston County Records.

This Second Amendment is made with authority to do so provided in Article VIII, Section 3 of the Master Deed.

FURTHER, the Developer desires by recording this Second Amendment to Cedar Creek Estates Condominium Plan No. 172 Master Deed to establish the real property described herewith, together with the improvements as located and to be located thereon, and the appurtenances thereto, on the Cedar Creek Estates Site Condominium Subdivision Plan No. 172, a residential Condominium under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish the Second Amendment of Cedar Creek Estates Site Condominium Plan No. 172 under the Condominium Act and does declare that the Cedar Creek Estates Site Condominium (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 Condominium Act, and to the covenants, conditions, restriction, uses,

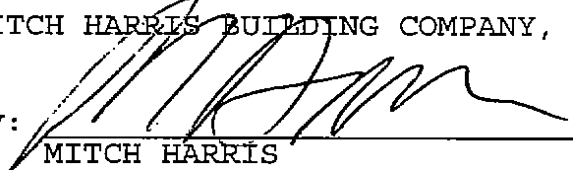
limitations and affirmative obligations set forth in the Master Deed and Bylaws as amended from time to time. The terms of this Amendment shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, their successors, personal representatives and heirs and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

By execution and recording of this document the Bylaws of Cedar Creek Estates Site Condominium are amended as set forth in Exhibit "A" attached hereto:

In all respects, other than as modified and supplemented by the First Amendment and this Second Amendment, the terms of the original Master Deed and Bylaws of Cedar Creek Estates Site Condominium remain in force and effect.

The Developer has executed this Amendment to the Master Deed and Bylaws of Cedar Creek Estates Site Condominium Plan No. 172 on the date and year indicated.

MITCH HARRIS BUILDING COMPANY, INC.

By: 
MITCH HARRIS
Its President

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

11th The foregoing instrument was acknowledged before me this day of March, 2004, by Mitch Harris, President of Mitch Harris Building Company, Inc., a Michigan corporation, on behalf of said corporation.

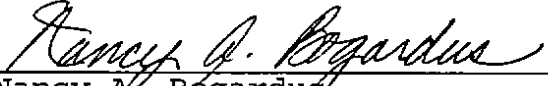

Nancy A. Bogardus
Notary Public
Livingston County, Michigan
My commission expires: 6/26/2004

EXHIBIT "A"

SECOND AMENDMENT TO
BYLAWS OF CEDAR CREEK ESTATES SITE CONDOMINIUM

By execution and recording of this document the Exhibit "A" Bylaws of Cedar Creek Estates Site Condominium are amended as follows:

ARTICLE IV
INSURANCE

THE FOLLOWING SECTION REPLACES SECTION 3 OF THE RECORDED BYLAWS.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit and for his or her personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with these Bylaws. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his or her Unit and the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association and such coverage shall not be less than \$300,000.00 each occurrence (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section or any liability to any person for failure to do so.

ARTICLE VI
RESTRICTIONS

THE FOLLOWING SECTION REPLACES SECTION 47 OF THE RECORDED BYLAWS AS SET FORTH IN THE FIRST AMENDMENT TO CEDAR CREEK ESTATES SITE CONDOMINIUM PLAN NO. 172 MASTER DEED RECORDED AT LIBER 2850, PAGE 0664.

47. Sidewalk Construction. The Co-owners of Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 27, 28, 29, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 (Unit 61 south side only), 64, 65, 66, 67, and 68 and their successors and assigns, shall be responsible to construct a four (4') foot wide sidewalk at the location on their respective units as designated on the Unit Area Perimeter Plan in Exhibit "B". The sidewalk construction shall be completed at the time a final certificate of occupancy is issued for the occupancy of the home constructed on the unit, weather permitting. Anything to the contrary hereinabove stated in this sub-paragraph notwithstanding, for the reason that the construction of sidewalks was a condition of site plan approval, the Developer shall have a duty to Marion Township to ensure that the sidewalks are constructed. Accordingly, the Developer shall, in order to provide assurance to Marion Township of construction of the sidewalks by the Co-owners, provide a Letter of Credit in the amount of \$5,000.00 to be used by Marion Township to ensure construction of the sidewalks should either the Co-owners or the Developer fail to construct the sidewalks in accordance with their respective obligations to do so.

The Developer shall be responsible to construct a sidewalk, on or before October 1, 2000, adjacent to the west detention pond located north of Prescott Drive. The Developer shall, until all the sidewalks are constructed in the condominium keep the aforementioned Letter of Credit in force and effect.

In all respects, other than as modified and supplemented by the Second Amendment, the terms of the original Bylaws and First Amendment of Cedar Creek Site Condominium remain in force and effect.

DRAFTED BY and RETURN TO:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843