

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

LIBER 37063 PG 603

PATRICK M. DOHANY

PATRICK M. DOHANY, County Treasurer
Sec. 135, Act 206, 1893 as amended

33083

LIBER 37063 PAGE 603

\$262.00 DEED - COMBINED

\$4.00 REMONUMENTATION

02/03/2006 09:15:51 A.M. RECEIPT# 13850



PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

001810

MASTER DEED

THE GARDENS OF RIVERSIDE
(A Residential Condominium)

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1844



This Master Deed is made and executed on January 3rd 2006 by Pulte Land Company, LLC, a Michigan limited liability company ("Developer"), whose address is 450 W. Fourth Street, Royal Oak, Michigan 48067, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

Developer does, upon recording this Master Deed, establish The Gardens of Riverside as a Condominium Project under the Act and declares that The Gardens of Riverside (referred to as the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

The Project consists of 132 Units which are the individual sites on which residential dwellings and other improvements may be constructed. Each Condominium Unit consists only

of the land within the perimeter of the Unit and each Unit is capable of individual use because it has access to a public road or Common Element of the Condominium. Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and to the dwelling and other improvements located on it, to the extent such improvements are not designated in the Master Deed as Common Elements, and an undivided inseparable right to share with other Co-Owners the Common Elements of the Condominium.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE 1 **TITLE AND NATURE**

The Condominium Project shall be known as The Gardens of Riverside, Oakland County Condominium Subdivision Plan No. 1844. The engineering and architectural plans for the Project, if any, are on file with the Township of Holly. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual use. Each Co-Owner in the Condominium Project shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable rights to share with the other Co-Owners the Common Elements of the Condominium Project as are designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan attached as Exhibit B as "need not be built."

ARTICLE 2 **LEGAL DESCRIPTION**

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

LEGAL DESCRIPTION – The Gardens of Riverside

Land situated in the Township of Holly, County of Oakland, State of Michigan, described as follows:

DESCRIPTION OF 37.69 ACRES (PHASE 3)

BEGINNING at the North 1/4 Corner of Section 33, T5N, R7E, Holly Township, Oakland County, Michigan; thence S00°07'56"W 140.85 feet along the North-South 1/4 line of said Section 33 (as monumented) and the West line of "CRESCENT PARK SUBDIVISION" as recorded in Liber 90, Page 1, Oakland County Records; thence S89°55'32"W 38.82 feet; thence 65.88 feet along the arc of a 230.00 foot radius circular curve to the right, with a chord bearing N81°52'06"W 65.66 feet; thence N73°39'44"W 93.59 feet; thence 295.70 feet along the arc of a 230.00 foot radius circular curve to the right, with a chord bearing S53°10'08"W 275.75 feet; S90°00'00"W 222.77 feet; thence S00°00'00"W 214.24 feet; thence N88°22'23"W 140.51 feet;

thence N85°48'35"W 169.31 feet; thence N55°52'52"W 446.15 feet; thence N00°04'31"E 213.42 feet to the North line of said Section 33; thence N00°15'43"E 688.41 feet; thence N63°01'52"E 749.75 feet; thence S89°41'16"E 647.61 feet to the North-South 1/4 line of Section 28; thence continuing S00°10'34"W 1020.10 feet along said North-South 1/4 line to the Place of Beginning, being a part of the Southwest 1/4 of Section 28 and the Northwest 1/4 of Section 33, T5N, R7E, Holly Township, Oakland County, Michigan, containing 37.69 acres of land, more or less, and being subject to other easements and restrictions of record, if any.

**DESCRIPTION OF VARIABLE WIDTH RIGHT-OF-WAY FOR INGRESS/EGRESS
AND PUBLIC UTILITIES (RIVERSIDE DRIVE)**

Commencing at the West 1/4 corner of Section 28, T5N, R7E, Holly Township, Oakland County, Michigan; thence N89°58'54"E 1350.26 feet along the East-West 1/4 line of said Section 28; thence S00°01'53"E 261.78 feet to a point on the centerline of Grange Hall Road (60.00 foot half width); thence N79°03'28"E 161.13 feet along said centerline; thence S00°01'39"W 61.12 feet; thence N79°03'28"E 261.85 feet for a **PLACE OF BEGINNING**; thence continuing N79°03'28"E 107.76 feet; thence S10°54'00"E 31.26 feet; thence 349.69 feet along the arc of a 395.50 foot radius circular curve to the right, with a chord bearing S14°25'46"W 338.41 feet; thence S39°45'31"W 211.77 feet; thence 224.99 feet along the arc of a 470.00 foot radius circular curve to the left, with a chord bearing S26°02'41"W 222.85 feet; thence S12°19'52"W 428.99 feet; thence 475.31 feet along the arc of a 715.00 foot radius non-tangential circular curve to the left, with a chord bearing S06°42'48"E 466.61 feet; thence S63°01'52"W 70.01 feet; thence 523.33 feet along the arc of a 785.00 foot radius circular curve to the right, with a chord bearing N06°46'02"W 513.69 feet; thence N12°19'52"E 428.99 feet; thence 258.50 feet along the arc of a 540.00 foot radius circular curve to the right, with a chord bearing N26°02'41"E 256.04 feet; thence N39°45'31"E 208.77 feet; thence 203.56 feet along the arc of a 229.50 foot radius circular curve to the left, with a chord bearing N14°20'54"E 196.96 feet; thence N11°03'43"W 106.67 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 28.

Parcel Nos. (01-33-126-001
01-28-376-006)

01-28-376-007
01-28-376-008

Together with and subject to the following: pt 01-33-126-002

1. Sanitary Sewer Easement in favor of County of Oakland and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 7225, page 477 and Liber 7428, page 150.

2. Right of Way in favor of Panhandle Eastern Pipe Line Company and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 1390, page 173 and re-recorded in Liber 1410, page 96 and as disclosed by instrument recorded in Liber 13911, page 134, as modified by Partial Release of Easements recorded February 10, 2003 in Liber 29547, page 857, Oakland County Records, and as further amended by Agreement Regarding Easement recorded April 2, 2004 in Liber 32679, page 554, Oakland County Records.

3. Terms and Conditions contained in a Sanitary Sewer and Water Main Easement Agreement, as disclosed by instrument recorded in Liber 17132, page 616.

4. Terms and Conditions contained in Consent to Public Utility Dedication and Easement Agreement, as disclosed by instruments recorded in Liber 33360, page 536 and Liber 33360, page 536.

5. Declaration of Easement for Ingress and Egress and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 31816, page 783, as amended by Amended and Restated Easement for Ingress and Egress recorded July 19, 2005 in Liber 35878, Page 115, Oakland County Records.

6. Sanitary Sewer and Walkway Easement Agreement in favor of The Village of Holly and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 31853, page 281.

7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for public streets, roads or highways.

8. Liens for taxes and assessments that are not yet due and payable.

9. All governmental limitations.

10. Declaration of Easements and Covenants for Common Facilities of the Riverside Community ("Declaration") recorded on December 15, 2005 in Liber 36780, page 674, Oakland County Records, and as further described in Sections 3.13 and 4.3 below.

ARTICLE 3 **DEFINITIONS**

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

Section 3.1 Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2 Association. "Association" means The Gardens of Riverside Condominium Association, which is the non-profit corporation organized under Michigan law, of which all Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3.3 Bylaws. "Bylaws" means Exhibit A hereto, being the By-laws 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 By-laws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 3.4 Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.5 Common Storm Drainage Facilities. "Common Storm Drainage Facilities" means the storm water detention ponds and related storm water drainage lines and appurtenances identified in the Declaration as serving the Project and adjacent parcels, and as described in Section 6.7 below. The Common Storm Drainage Facilities shall be administered and maintained by the Villas Association pursuant to the Declaration as Common Areas of the Master Development as described below and in this Master Deed. All owners within the Master Development, including Co-Owners, shall pay a pro rata share of the costs of maintenance, repair, insurance and replacement of the Common Storm Drainage Facilities.

Section 3.6 Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.7 Condominium Premises. "Condominium Premises" means and includes the land described in Article 2 above and all easements, rights and appurtenances belonging to The Gardens of Riverside as described above.

Section 3.8 Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means The Gardens of Riverside as a Condominium Project established in conformity with the provisions of the Act.

Section 3.9 Condominium Subdivision Plan. "Condominium Subdivision Plan" or "Plan" means Exhibit B hereto.

Section 3.10 Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe The Gardens of Riverside as a completed Condominium Project and shall reflect the land area, if any, converted pursuant to Article 8 below or contracted pursuant to Article 9 below from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity

with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 3.11 Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as Developer owns any Unit which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units.

Section 3.12 Co-Owner. "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-Owner." In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-Owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer shall retain the rights and obligations of a Co-Owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-Owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000. "Owner" or "Co-Owner" shall not include a mortgagee of a Unit unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Unit, or has an interest as a land contract vendee (other than Units owned by Developer), the interests of all such persons collectively shall be that of one Co-Owner.

Section 3.13 "Declaration of Easements and Covenants for Common Facilities of the Riverside Community;" "Common Areas of the Master Development." "Declaration of Easements and Conditions for Common Facilities" or "Master Declaration" or "Declaration" means the Declaration of Easements and Covenants for Common Facilities of the Riverside Community recorded on December 15, 2005 in Liber 36780, page 674 in the Oakland County Records, which empowers the Villas Association to manage, maintain, operate and administer the Common Areas of the Master Development described in Section 4.3 below and which obligates the Co-Owners of The Gardens of Riverside, along with other owners in the Master Development, to pay a pro rata share of the cost of maintenance, insurance, repair and replacement of the Common Areas of the Master Development. The Common Areas of the Master Development are the Common Storm Drainage Facilities, Riverside Drive, Signs and Landscaping, the Holly-Patterson Drain and adjacent areas, the Shared Interest Areas, if any, and certain portions of the Gas Line Easement described in Section 3.18 below. All such areas are referred to in this Master Deed and Bylaws as "Common Areas of the Master Development" or "Common Facilities."

Section 3.14 Developer. "Developer" means Pulte Land Company, LLC, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever such terms are used in the Condominium Documents.

Section 3.15 Development. "Development" or "Master Development" means the Property described in the Declaration which consists of The Gardens of Riverside as a Condominium Project and adjacent property described in the Declaration.

Section 3.16 Entrance Way, Landscaping and Perimeter Improvements. "Entrance Way, Landscaping and Perimeter Improvements" means any entranceway signs and monuments, landscaping, sidewalks and unassigned parking areas and related improvements, and any perimeter landscaping or fencing installed by Developer within the Condominium.

Section 3.17 First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty percent (50%) of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold, whichever first occurs.

Section 3.18 Gas Line Easement. "Gas Line Easement" means the 99 foot wide gas line easement described in Article 2 above and Section 4.7 below and shown on Exhibit B, which has been assigned to Consumers Energy Company, a Michigan corporation.

Section 3.19 Open Space, Wetlands and Flood Plain. "Open Space, Wetland and Landscape Buffers, and Flood Plain" means the open space areas, wetlands and flood plain areas shown on Exhibit B, the use and occupancy of which is limited pursuant to Section 4.6 of this Master Deed and Sections 6.14 and 6.25 of the Bylaws.

Section 3.20 Residential Builder. "Residential Builder" means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980, and who acquires title to one or more Units in the Condominium for the purpose of constructing a Residence on the Unit and subsequently reselling the Unit.

Section 3.21 Riverside Drive, Signs and Landscaping. "Riverside Drive, Signs and Landscaping" means Riverside Drive and the Roads in the Project, except to the extent of dedication to the Oakland County Road Commission ("OCRC"), and any signs, monuments, and landscaping located along Riverside Drive and the Roads in the Project as described in the Declaration as Common Areas of the Master Development. Riverside Drive, Signs and Landscaping will be administered by the Villas Association pursuant to the Declaration. All owners of the Master Development, including Co-Owners, shall pay a pro rata share of the costs and maintenance, insurance and replacement of Riverside Drive and the Roads in the Project, except to the extent of its dedication to the OCRC, and the signs, monuments and landscaping along Riverside Drive and the Roads in the Project. The Co-Owners share shall be paid through assessments by the Association, which shall be paid to the Villas Association.

Section 3.22 Shared Interest Areas. "Shared Interest Areas" means any pedestrian nodes, common open space, pedestrian trails, and other areas, if any, designated for use by the Co-Owners and other owners of the land subject to the Master Declaration, which, if so

dedicated, shall be Common Areas of the Master Development as described in Section 4.3 below.

Section 3.23 Storm Drainage Facilities. "Storm Drainage Facilities" means the storm sewers, appurtenances, piping, drainage easements and other storm drainage improvements and facilities in the Condominium that are not identified in the Master Declaration as being a part of the Common Storm Drainage Facilities.

Section 3.24 Roads. "Roads" mean the Roads serving the Project as described in Section 6.5 below.

Section 3.25 Township. "Township" means the Township of Holly, Michigan.

Section 3.26 Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association take 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 Developer.

Section 3.27 Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in The Gardens of Riverside as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 3.28 Villas Association. "Villas Association" means The Villas of Riverside Condominium Association, a Michigan nonprofit corporation organized for a perpetual term to administer the affairs of The Villas of Riverside, a condominium adjacent to the Project, and charged with administering the Common Areas of the Master Development pursuant to the Declaration.

ARTICLE 4 **COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS**

The Common Elements of the Project as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

Section 4.1 General Common Elements. The General Common Elements are:

4.1.1 Land. The land described in Article 2 above (other than that portion thereof described in Section 4.2 or Section 5.1 below or in Exhibit B, attached, as constituting the Condominium Units or Limited Common Elements), including riparian and littoral rights, if any, attributable to such land and including the Open Space Areas, Wetland Areas and Flood Plain areas and any Shared Interest Areas (which are Common Areas of the Master Development as described in Section 4.3 below), and other land areas designated as General Common Elements on attached Exhibit B.

4.1.2 Roads. The Roads throughout the Condominium, so long as neither the Developer nor the Association has dedicated the Roads to public use through a conveyance or the grant of an easement for roadway purposes to the Road Commission of Oakland County ("Road Commission") or any other governmental entity. Developer intends to dedicate the Roads in the Condominium to public use as reserved in Section 6.5 below.

4.1.3 Surface Improvements. Surface improvements not identified as Limited Common Elements and not located within the boundaries of a Unit, including the Entrance Way, Landscaping and Perimeter Improvements, except to the extent dedicated to the public, and any sidewalks, walkways and bike paths.

4.1.4 Easements. All beneficial utility, drainage, access, and other easements pertaining to the Project.

4.1.5 Utilities. Some or all of the utility lines, including electricity, telephone and telecommunications, gas, water, sanitary sewer and storm sewer systems, and storm water detention areas and drainage facilities, appurtenances and equipment described below may be owned by the local public authority, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment 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, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the Township of Holly or other governmental authorities, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

4.1.6 Electrical. Subject to 4.1.5, the electrical transmission system throughout the Project up to, but not including the electric meters for each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.7 Telephone and Telecommunications System. Subject to 4.1.5, the telephone or telecommunications equipment and system throughout the Project up to the point of connection to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.8 Gas. Subject to 4.1.5, the gas distribution system throughout the Project up to the point where it is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.9 Water. Subject to 4.1.5, the water distribution system throughout the Project up to the point where service is stubbed for with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.10 Sanitary Sewer. Subject to 4.1.5, the sanitary sewer system throughout the Project up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.11 Storm Sewer/Storm Water Detention Areas. Subject to 4.1.5, the Common Storm Drainage Facilities, and the Storm Drainage Facilities described in Section 6.7 below, the storm sewer system, storm water detention areas, and drainage facilities throughout the Project including the detention basins shown on Exhibit B.

4.1.12 Other. Such other elements of the Project not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which the limited Common Elements are appurtenant. There are currently no Limited Common Elements in the Project. Developer reserves the right to add Limited Common Elements by amendment to the Master Deed pursuant to Article 7 below.

Section 4.3 Common Areas of Master Development. The Gardens of Riverside is part of the Master Development described in the Declaration. Certain General Common Elements of The Gardens of Riverside are subject to common usage by all owners in the Master Development as set forth in the Declaration. These common areas and facilities are described in detail in the Declaration and are the Common Storm Drainage Facilities, Riverside Drive, Signs and Landscaping, the Holly-Patterson Drain and adjacent areas, any Shared Interest Areas, and certain portions of the Gas Line Easement described in Section 3.18 above. All such areas are referred to in this Master Deed and Bylaws as "Common Areas of the Master Development" or "Common Facilities." These Common Areas of the Master Development are to be insured, maintained, repaired and replaced by the Villas Association. The Co-Owners of The Gardens of Riverside will be assessed charges for insurance, maintenance, replacement and repair of the Common Areas of the Master Development incurred by the Villas Association through The Gardens of Riverside Condominium Association. To the extent a General Common Element of The Gardens of Riverside is also a part of the Common Facilities, such Common Facilities shall be subject to the Declaration and the Villas Association shall be entitled to bill the owners of the Master Development for a proportionate share of the cost of the maintenance, repair and replacement as set forth in the Declaration, and the Villas Association shall be responsible for the maintenance, insurance, repair and replacement of such Common Facility.

Section 4.4 Responsibilities. The respective responsibilities for the maintenance, reconstruction, repair and replacement of the Common Elements are as follows:

4.4.1 Co-Owner Responsibilities. The responsibility for, and the costs of insurance, maintenance, decoration, repair and replacement of any and all structures and improvements, including lawn, landscaping, and driveways and snow removal on driveways and walks, located within or upon a Unit and any appurtenant Limited Common Elements, and the cost of utilities serving the Co-Owner's Unit shall be borne by the Co-Owner of the Unit. Each Co-Owner shall be responsible for maintaining the sidewalks, lawn and landscaping on the lawn extension between the Co-Owner's Unit and the edge of the street pavement, and

the surface of all easement areas on such Co-Owner's Unit, except as otherwise provided in the Master Deed and Bylaws.

4.4.2 Association Responsibilities. Subject to Section 4.3 above, the Association, by its Board of Directors, shall be responsible for insurance, maintenance, repair and replacement of the General Common Elements, including street maintenance and snow plowing. Subject to Section 4.3 above, the Association shall also be responsible for its proportional share of the costs and expenses associated with the Gas Line Easement defined in Section 3.18 above and described in Section 4.7 below. The cost of insurance, maintenance, repair and replacement of all General Common Elements shall be borne by the Association subject to any provisions of the Master Deed, Bylaws or the Declaration expressly to the contrary, and assessed to the Co-Owners as set forth in the Bylaws.

4.4.2.1 Storm Drainage Facilities; Township Remedy. The costs of maintenance, repair, and replacement of the Common Storm Drainage Facilities and the Storm Drainage Facilities, including, without limitation, any drainage easements, shall be borne by the Villas Association or the Association respectively. In the event the Villas Association or the Association fail to provide adequate maintenance, repair, or replacement of the Common Storm Drainage Facilities or the Storm Drainage Facilities, pursuant to their respective responsibilities, the Township may serve written notice of such failure upon the Villas Association and the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may enter onto any part of the Condominium Project as needed and undertake such maintenance, repair, or replacement and the costs thereof plus a 25% administrative fee shall be a lien against the all the Units and the Condominium and a) may be assessed against the Co-Owners and collected as a special assessment on the next annual Township tax roll; b) collected by use of the applicable provisions of Michigan law providing for foreclosure by advertisement, the Co-Owners and Association having specifically granted the Township the required power of sale to do so; or c) collected by collection suit against the Villas Association or the Association, pursuant to their respective responsibilities. If suit is initiated, the Villas Association or the Association shall pay all the Township's reasonable legal fees and costs, pursuant to their respective responsibilities. The selection of remedy shall be at the sole option of the Township, and election of one remedy shall not waive the use of any other remedy.

4.4.2.2 Road System; Township Remedy. Until dedication, it is the responsibility of the Villas Association and the Association to inspect and to perform preventative maintenance of Riverside Drive and Project Roads respectively on a regular basis in order to maximize their useful life

and to minimize repair and replacement costs. In the event that the Villas Association or the Association fails to provide adequate maintenance, repair, or replacement of the Roads in the Condominium prior to dedication, the Township may serve written notice of such failure upon the Villas Association or the Association, pursuant to their respective responsibilities. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may enter onto any part of the Condominium Project as needed undertake such maintenance, repair, or replacement and the costs thereof plus a 25% administrative fee shall be a lien against the all the Units and the Condominium and a) may be assessed against the Co-Owners and collected as a special assessment on the next annual Township tax roll; b) collected by use of the applicable provisions of Michigan law providing for foreclosure by advertisement, the Co-Owners and Association having specifically granted the Township the required power of sale to do so; or c) collected by collection suit against the Association or the Villas Association, pursuant to their respective responsibilities. If suit is initiated, the Association or the Villas Association shall pay all the Township's reasonable legal fees and costs, pursuant to their respective responsibilities. The selection of remedy shall be at the sole option of the Township, and election of one remedy shall not waive the use of any other remedy.

Section 4.5 Use of Common Elements and Units. No Co-Owner shall use the Co-Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Project or the Declaration or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of the Co-Owner's Unit or the Common Elements.

Section 4.6 Residential Use; Wetlands; and Flood Plain. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the Township and the requirements of other applicable governmental authorities. No modification, use or occupancy of any Wetland or flood plain areas shall occur without the prior written approval of Developer, the Association, the Township, and applicable governmental authorities.

Section 4.7 Costs Associated with Gas Line Easement. Developer and Consumers Energy Company ("Consumers") have entered into an Agreement regarding Easement which has been recorded in the Oakland County records on April 2, 2004 in Liber 32679, page 554, under which a portion of the roads and utilities serving the Condominium will be constructed within and across the 99 foot wide Gas Line Easement described in Section 3.18 above. The Association shall be responsible for, and, in accordance with Article 2 of the Bylaws, shall assess and bill the Co-Owners of the Units for, the following costs and expenses incurred by Consumers pertaining to those portions of the roads located within or serving the Condominium either directly or as set forth in the Declaration ("Roadways"):

The actual costs and expenses Consumers incurs (whether directly or through reimbursement to the Oakland County Road Commission): (i) in repairing damage to the

Roadways (including pavement and other improvements) resulting from the construction, maintenance, or repairs of Consumers' pipeline(s), pursuant to the Gas Line Easement, if the Oakland County Road Commission requires such repair, and/or (ii) the increased cost and expense incurred to bore under the Roadways, if the Oakland County Road Commission requires Consumers to bore the Roadways for construction, maintenance, or repairs of Consumers' pipeline(s) as if the Roadways were private roads of the Condominium Project. When Consumers expects to incur any such costs and expenses, Consumers will send the Condominium Association a written estimate of such costs and expenses, and the Condominium Association shall pay Consumers the estimated costs and expenses within 60 days of receipt of the estimate or by the date Consumers commences the construction, maintenance or repair work, whichever is later. Following completion of the work, Consumers will provide the Condominium Association with an itemized invoice for such costs and expenses. If the actual costs and expenses are less than the amount paid in advance, Consumers will promptly refund the excess to the Condominium Association. If the actual costs and expenses exceed the amount paid in advance, the Condominium Association shall pay Consumers the balance within 60 days of receipt of the itemized invoice from Consumers. In addition, if Consumers is required to commence a court action against the Condominium Association for failure to make a required payment, the Condominium Association shall pay all costs and expenses Consumers incurs in connection with such action, including reasonable attorney fees. Interest at the rate of 12 percent shall be payable on all amounts not paid when due.

Section 4.8 Village of Holly Water and Sewer Fees. The Village of Holly ("Village") has established charges for providing water and sewer services to Units in the Condominium including tap fees, capital improvement fees and user fees. The tap fee for each Unit will be paid at the time the building permit application is filed and will be in the amount ordinarily charged to Village residents ("Tap Fees"). In addition, Unit owners will pay, as part of their normal quarterly water and sewer bill, a capital improvement fee equal to 50% of the Tap Fee ("Capital Improvement Fee"). The Capital Improvement Fee will be paid in 20 quarterly installments plus interest of 6% per annum beginning upon issuance of a building permit for the Unit. In addition, the Village will charge each Unit Owner for water and sewer use ("User Fee"). The User Fee for the first 20 quarters after issuance of the building permit for the Unit will be the same rate ordinarily charged to Village residents. The User Fee charged by the Village after such time will be the same as water and sewer user fees charged to non-Village residents under the Village Ordinance, capped at twice the user fee ordinarily charged to Village residents. If a Unit owner fails to timely pay either the Capital Improvement Fee or water and sewer User Fee when due, the Village shall have the same rights and remedies granted to the Village to collect such fees as if the Unit owners were Village residents, including the rights to lien the Unit of an Owner who is delinquent in payment, and the right to terminate service to the Unit of an Owner who is delinquent in payment in accordance with the ordinances of the Village and Township and the September 19, 2002 intergovernmental agreement between the Village and Township.

ARTICLE 5

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. The Project consists of 132 Units numbered 1 through 132, inclusive. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Gardens of Riverside surveyed by

Atwell-Hicks, Inc. and attached as Exhibit B. Each Unit shall consist of the land and area contained within the Unit boundaries as shown on attached Exhibit B. Any structure, improvements or driveways constructed on any Unit shall be built in accordance with the requirements of this Master Deed and exhibits and in accordance with the requirements of applicable governmental authorities including the Township.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal and the number obtained by dividing 100 by the number of Units in the Condominium.

The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all of the Units of the Project is one hundred percent (100%).

ARTICLE 6

EASEMENTS, RESERVATIONS AND AGREEMENTS

Section 6.1 Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of all utilities in the Condominium. This section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, a Unit, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement. Developer hereby reserves and declares permanent and perpetual non-exclusive easements to the Township, Oakland County and all other companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through all roads, walks and the other General Common Elements and the Limited Common Elements identified in Article 4 in the Condominium for the operation, maintenance, repair and replacement of the water supply system, sanitary sewer system, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all water, gas, electric and sanitary sewer lines, all of which easements shall be for the benefit of the Master Development and all parties having any interest in any portion of the Master Development, including mortgagees of any portion of the Master Development. These easements shall run with land in perpetuity. Developer has no financial obligation to support such easements.

Section 6.2 Easement in Favor of the Association. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the project for access to the Units, wetlands, ponds, detention

basins, drainage facilities, water and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Co-Owner shall be primarily responsible for maintenance of the exterior of all structures and improvements within a Co-Owner's Unit as set forth in Article 4 above. In the absence of performance by the Co-Owner involved, the Association may undertake the maintenance of a Unit or the exterior of structures and improvements and law and landscaping. If such work is performed upon a Unit by the Association, the Co-Owner of the Unit shall reimburse the Association for all costs incurred by the Association within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of a structure or other improvements on any Unit. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

Section 6.3 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium 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 Developer so long as the Construction and Sales Period has not expired.

Section 6.4 Easements for Maintenance, Repair and Replacement. Developer, the Association, the Villas Association and all public or private utilities shall have such easements as may be necessary over the Condominium including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or any appurtenant Limited Common Elements.

Section 6.5 Roadway and Utility Easements; Right-of-Way Dedication; Emergency Access. Developer reserves the right at any time during the Construction and Sales Period to grant easements for private or public utilities or for highway purposes, over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to dedicate easements for or transfer title of road rights-of-way and utilities to state, county or local governments, including dedication and conveyance to the Oakland County Road Commission ("Road Commission") of rights-of-way for roadway purposes for Riverside Drive and other Condominium Roads, as shown on Exhibit B. Easements are established for the benefit of the Project, the Developer, the Association, all Unit Owners, and applicable governmental authorities for roadway purposes over, across and within the Roads in the Project. Developer also reserves the right to amend, expand or contract such easement areas or right-of-way

dedication. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All Co-Owners and mortgagees of Units and other persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to effect the foregoing easements or transfer of title. After certificate of occupancy are issued for residences in 100% of the units which may be constructed in the Condominium, the foregoing rights and powers may be exercised by the Association. Developer reserves for itself, its successors and assigns, and all future owners of the land described in Article 2, or any portion or portions thereof, an easement for the unrestricted use of the Roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the Project.

Private rights of the Developer, Co-Owners and the Association in Riverside Drive and the Project Roads shall terminate after conveyance of Riverside Drive and the Project Roads to the Road Commission and acceptance of such dedication, including rights of the Developer to grant utility easements, as set forth in Section 6.8 below, within the Riverside Drive and other Condominium Roads after conveyance of such rights of way to the Road Commission.

The Project Roads and Riverside Drive provide access from Grange Hall Road to Fairfield Drive for the use and benefit of all owners and occupants of the land served by such roads as set forth in the Amended and Restated Easement for Ingress and Egress recorded in Liber 35878, page 115, Oakland County Records.

Upon approval by an affirmative vote of not less than 51% of all Co-Owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes, for improvement of Roads within the Condominium Premises.

In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium Premises as a whole shall be borne equally by all Co-Owners.

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

There shall exist for the benefit of the Township or any emergency service agency, an easement over all Roads in the Condominium to the extent the Roads are private, for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. This grant of easement shall not be construed as a dedication of any streets, roads, or driveways to the public.

Section 6.6 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the 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, 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 as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6.7 Storm Drainage Facilities. Developer hereby reserves permanent non-exclusive easements over the Condominium, as shown on Exhibit B for the Storm Drainage Facilities and the Common Storm Drainage Facilities for the benefit of the owners of the Condominium and the Master Development. The Storm Drainage Facilities shall be maintained, repaired and replaced in the first instance by the Association in accordance with this Master Deed. The Common Storm Drainage Facilities shall be maintained, repaired and replaced in the first instance by the Villas Association in accordance with the Master Declaration. The cost of such maintenance shall be assessed to the owners of the Units through the Association as described in the Bylaws and as described in the Master Declaration. Developer reserves the right to dedicate easements to the Oakland County Drain Commission for drainage purposes over all or a portion of the Storm Drainage Facilities or Common Storm Drainage Facilities in accordance with requirements of applicable governmental authorities and all Co-Owners and Mortgagees consent to such dedication.

Section 6.8 Utility Easements. Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Units, and Common Elements as set forth on Exhibit B. Developer has or may enter into separate easement agreements and dedication with the Township of Holly, other governmental authorities or utility companies for sewer, water and utility purposes, the terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Project to facilitate development of the Master Development and to appropriate governmental agencies or to utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records or the recordings of a separate easement agreement. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed or recording of a separate easement as may be required to effectuate the foregoing grant of easement or transfer of title. The foregoing rights of the Developer are subject to the limitations set forth in Section 6.5 above.

Section 6.9 Further Rights Reserved to Developer. Developer reserves for the right of itself, the Association, their respective successors and assigns and all Co-Owners of the land described in Article 2, or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances as necessary to serve the Master Development. Developer further reserves easements over the land described in Article 2 above for the purpose of reasonable access from the Roads to the Units and residences in furtherance of the development of the Project or the Master Development.

Section 6.10 Easement for Common Areas of Master Development. Pursuant to the Declaration, easements are reserved and declared for the benefit of all owners of the Master Development for use, benefit, maintenance and repair of the Common Areas of the Master Development as set forth in the Declaration.

ARTICLE 7 AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Co-Owners, except as set forth below:

Section 7.1 Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements may be modified without the consent of the Co-Owner in any material manner without the written consent of the Co-Owner, except as otherwise expressly provided in this Master Deed including determining the exact location and dimensions of the Limited Common Elements as set forth in Article 4 above.

Section 7.2 Mortgagees Consent. To the extent required by Section 90a(9) of the Act, wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 7.3 By Developer. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner and of a mortgagee, in which event Co-Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 7, and in Section 7.2 of this Article, except as otherwise provided in this Article.

Section 7.4 Changes in Percentage of Value. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes may not be modified without the Consent of the affected Co-Owner or Mortgagee. A Co-Owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the consent of each affected Co-Owner.

Section 7.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all Co-Owners.

Section 7.6 Developer Approval. During the Construction and Sales Period Article 4, Article 5, Article 6, Article 7, Article 8, Article 9 and Article 10 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer.

Section 7.7 Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4 above and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

7.7.1 To modify the types and sizes of Units and the General Common Elements and any Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to a Co-Owner so long as such modification complies with the requirements of applicable governmental authorities, and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to a Co-Owner.

7.7.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.7.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements.

7.7.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.7.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

7.7.6 To make, define or limit easements affecting the Condominium.

7.7.7 To record an "AS BUILT" Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as "MUST BE BUILT", subject to any limitations or obligations imposed by the Act.

7.7.8 To convert the Condominium as set forth in Article 8 below.

7.7.9 To contract the Condominium as provided in Article 9 below.

The amendments described in this Section 7.7 may be made without the consent of Co-Owners or mortgagees. The rights reserved to Developer under this section may not be amended except with the consent of the Developer.

Section 7.8 Township's Consent to Amendment. Notwithstanding anything to the contrary in this Master Deed, no amendment shall be made to any of the following provisions of this Master Deed, nor shall any amendment be made affecting the Township's rights under such provisions, without the prior written consent of the Township: Master Deed Section 4.4.2.1 and Section 4.4.2.2 regarding the Township's remedy for failure of the Association to properly maintain storm drainage facilities and roads prior to dedication; Master Deed Section 4.6 regarding modifications to Wetlands or Flood Plain areas; and Master Deed Section 6.5 regarding the easement granted for emergency vehicle access; Master Deed Section 9.1 regarding Township approval of contraction; Master Deed Section 8.3 regarding Township approval of conversion, and this Section 7.8 regarding Amendments.

In addition, the following sections of the Bylaws shall not be amended without the Township's prior written consent: Section 6.3 regarding location of buildings and structures; Section 6.6 regarding Township approval of steps necessary to remedy a condition of accumulations of storm water; Section 6.20 regarding lawn fertilization; and Section 6.25 regarding Township approval of modification or use of a wetlands, flood plains or detention areas. Whether or not Township approval is required, a copy of any amendment to the Condominium Documents shall be provided by the Developer or Association to the Township within thirty (30) days after recording at the office of the Oakland County Register of Deeds.

Section 7.9 Amendments Requested by Township. Notwithstanding any other provision of this Master Deed or the Bylaws to the contrary but subject to the limitations set forth in subparagraph 7.4 above, Developer expressly reserves the right to amend this Master Deed and its Exhibits for the purpose of complying with any Township requirements or satisfying any Township requests to amend Condominium Documents. The consent of any Co-owner shall not be required to make such amendments and all of the Co-owners and Mortgagees 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 and its Exhibits to effectuate the Township's request or requirement. All such interested persons irrevocably appoint the Developer or its successors, 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 rerecording 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. Nothing herein contained, however, shall in any way obligate Developer to make such amendments. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE 8
CONVERSION OF CONDOMINIUM

The Condominium is established as a convertible condominium in accordance with the provisions of this Article and the Act:

Section 8.1 Convertible Areas. All present and future Common Elements and Units are designated as Convertible Areas and the land area within which the Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article 8. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. No additional Units may be created in the Convertible Area, and Units may be expanded, modified or decreased as provided in this Article 8. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses and with the structures and improvements on other portions of the Project, as determined by Developer in its sole discretion.

Section 8.2 Right to Convert. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements. Provided, however, no portion of a Unit owned by a Co-Owner other than Developer shall be converted without such Co-Owner's consent.

Section 8.3 Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, including the Township. Provided, however, the Township's consent shall be required prior to any conversion.

Section 8.4 Consent Not Required. The consent of any Co-Owner shall not be required to convert the Convertible Areas except as provided in Section 8.2 above. All of the Co-Owners and mortgagees 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 conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, 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 thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligated Developer to convert the Convertible Areas. These provisions give notice to all Co-Owners, mortgagees and other

persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

Section 8.5 Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article 8 shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article 5 hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article 5 of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article 8.

ARTICLE 9

CONTRACTION OF CONDOMINIUM

Section 9.1 Roadway, Units and Common Elements. As of the date this Master Deed is recorded, the Developer intends to dedicate to the public use certain roads and road rights-of-way as shown on Exhibit B and described in Section 6.5 above. Developer therefore reserves the right to withdraw from the Condominium that portion of the land described in Article 2 that consists of the road rights-of-way as the same are shown on the Condominium Subdivision Plan. Developer also reserves the right to withdraw from the Condominium any present or future Units of the Condominium and any General Common Element land areas of the Condominium. The Township's consent is required for any contraction of the Condominium.

At the option of the Developer, within a period ending no later than six years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium the road right-of-way dedicated to public use and any present or future Units or any portion of the General Common Elements of the Condominium ("Contractible Area") when and if Developer, in its sole discretion, determines that development of the Condominium would be best served by such contraction. The consent of any Unit owner to the contraction of such owner's Units shall be obtained prior to contraction of a Unit owned by an owner other than Developer.

Section 9.2 Withdrawal of Land. In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land described in Article 2 that is dedicated to public use as the road rights-of-way and all or any portion of the Contractible Area described above. The withdraw of such land pursuant to this Article 9 shall be effected by an amendment of the Master Deed as provided in Section 9.4 below, and by a conveyance of such Contractible Area, or by a dedication or grant of easement

of the road rights-of-way in the Condominium to the Oakland County Road Commission (or any other appropriate governmental unit with appropriate jurisdiction) in the case of withdrawal of the road rights-of-way.

Section 9.3 Restrictions on Contraction. Apart from satisfying any governmental conditions to dedication of the road and road right-of-ways or other contraction, there are no restrictions on Developer's right to contract the Condominium as provided in this Article 9, except as set forth in Section 9.1 above.

Section 9.4 Consent Not Required. The consent of any Co-Owner shall not be required to contract the Condominium or to dedicate the roads and road right-of-ways to public use except as set forth in the last sentence of Section 9.1 . All of the Co-Owners and mortgagees 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 contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, 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 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. Nothing herein contained, however, shall in any way obligate Developer to dedicate the roads and road right-of-ways in the Condominium to public use or to thereafter contract the Condominium as herein provided. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

Section 9.5 Redefinition of Common Elements. The amendment or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinition of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 9.

Section 9.6 Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project 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, when recorded, and as above provided in Section 3.10, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE 10
ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Oakland County Register of Deeds.

Dated: January 3rd, 2006

DEVELOPER:

PULTE LAND COMPANY, LLC, a
Michigan limited liability company

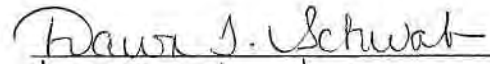
By: 

Clark G. Doughty

Its: Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 3rd day of January, 2006, the foregoing Master Deed was acknowledged before me by Clark G. Doughty, the Vice President of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of said Company.


Dawn T. Schwab, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 01/05/06

PREPARED BY AND RETURN TO:
Sandra Sorini Elser (P36305)
BODMAN LLP
110 Miller Street, Suite 300
Ann Arbor, MI 48104
734-761-3780

DAWN T. SCHWAB
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Jan 5, 2006

RESOLUTION 2006-69
RESOLUTION ACCEPTING THE SANITARY SEWER DEDICATION AND EASEMENT
AGREEMENTS FOR THE GARDENS OF RIVERSIDE BY THE PULTE LAND
COMPANY, LLC; THE VILLAS OF RIVERSIDE BY VILLAS OF RIVERSIDE
CONDOMINIUM ASSOCIATION; AND RIVERSIDE NORTH, WHICH IS INCLUSIVE OF
PARCELS 5A, PARCEL 11 AND PARCEL 20 BY S-HQZ, LLC

Motion Winglemire, second Scherman, adoption of the following:

WHEREAS, the Village of Holly signed an agreement with The Silverman Company dated September 11, 2002 to provide water and sewer services to the property owned by said Silverman Company; and

WHEREAS, the Village of Holly has approved the construction of the sanitary sewer mains in the aforementioned developments and hereby accepts said Sanitary Sewer Dedication and Easement Agreements.

NOW THEREFORE BE IT RESOLVED, the Village Council of the Village of Holly hereby accepts the Sanitary Sewer Dedication and Easement Agreements for the developments of the Pulte Land Company known as The Gardens of Riverside; the Villas of Riverside by Villas of Riverside condominium Association; and Riverside North, which is inclusive of parcels 5A, parcel 11 and parcel 20, by S-HQZ, LLC.

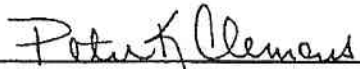
Voting for: Kenner, Winglemire, Kuyk, Hamilton, Campbell, Scherman,
Clemens


Voting against: None

Absent: None

The Village President declared the Resolution adopted.


Dated: August 8, 2006


Peter K. Clemens, Village President


Marsha A. Powers, CMC-CPFA
Clerk-Treasurer

CERTIFICATION

The foregoing is a true copy of Resolution 2006-69 which was enacted by the Village Council of the Village of Holly at a regular meeting held on August 8, 2006.


Marsha A. Powers, CMC-CPFA
Clerk-Treasurer

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1844

EXHIBIT B TO THE
MASTER DEED OF

THE GARDENS OF RIVERSIDE

A CONDOMINIUM IN THE
TOWNSHIP OF HOLLY
OAKLAND COUNTY, MICHIGAN

DEVELOPER

FULTE LAND COMPANY LLC
450 W. FOURTH ST.
ROYAL OAK, MICHIGAN 48067

ENGINEER AND SURVEYOR

ATWELL-HICKS
7927 NEMCO WAY, SUITE 100
BRIGHTON, MI 48116
PHONE (810) 225-6000
FAX (810) 225-9600

ATTENTION: COUNTY REGISTER OF DEEDS

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

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	TITLE AND DESCRIPTION
2	COMPOSITE SURVEY PLAN
3	SURVEY PLAN
4	SURVEY PLAN
5	SITE PLAN
6	SITE PLAN
7	UTILITY PLAN
8	UTILITY PLAN
9	FLOOD PLAIN & WETLAND PLAN

LEGAL DESCRIPTION OF CONDOMINIUM

BEGINNING at the North 1/4 Corner of Section 33, T5N, R7E, Holly Township, Oakland County, Michigan; thence S00°07'56"W 140.85 feet along the North-South 1/4 line of said Section 33 (as monumented) and the West line of "CRESCENT PARK SUBDIVISION" as recorded in Liber 90, Page 1, Oakland County Records; thence S89°55'32"W 38.82 feet; thence 65.88 feet along the arc of a 230.00 foot radius circular curve to the right, with a chord bearing N81°52'06"W 65.66 feet; thence N73°39'44"W 93.59 feet; thence 295.70 feet along the arc of a 230.00 foot radius circular curve to the right, with a chord bearing S53°10'08"W 275.75 feet; S90°00'00"W 222.77 feet; thence S00°00'00"W 214.24 feet; thence N88°22'23"W 140.51 feet; thence N85°48'35"W 169.31 feet; thence N55°52'52"W 446.15 feet; thence N00°04'31"E 213.42 feet to the North line of said Section 33; thence N00°15'43"E 688.41 feet; thence N63°01'52"E 749.75 feet; thence S89°41'16"E 647.61 feet to the North-South 1/4 line of Section 28; thence continuing S00°10'34"W 1020.10 feet along said North-South 1/4 line to the Place of Beginning, being a part of the Southwest 1/4 of Section 28 and the Northwest 1/4 of Section 33, T5N, R7E, Holly Township, Oakland County, Michigan, containing 37.89 acres of land, more or less, and being subject to other easements and restrictions of record, if any.

DESCRIPTION OF VARIABLE WIDTH RIGHT-OF-WAY FOR INGRESS/EGRESS AND PUBLIC UTILITIES (RIVERSIDE DRIVE)

Commencing at the West 1/4 corner of Section 28, T5N, R7E, Holly Township, Oakland County, Michigan; thence N89°58'54"E 1350.26 feet along the East-West 1/4 line of said Section 28; thence S00°01'53"E 261.76 feet to a point on the centerline of Grange Hall Road (60.00 half width); thence N79°03'28"E 161.13 feet along said centerline; thence S00°01'39"W 61.12 feet; thence N79°03'28"E 261.85 feet for a PLACE OF BEGINNING; thence continuing N79°03'28"E 107.76 feet; thence S10°54'00"E 31.26 feet; thence 349.69 feet along the arc of a 395.50 foot radius circular curve to the right, with a chord bearing S14°25'46"W 338.41 feet; thence S39°45'31"W 211.77 feet; thence 224.99 feet along the arc of a 470.00 foot radius circular curve to the left, with a chord bearing S26°02'41"W 222.85 feet; thence S12°19'52"W 428.99 feet; thence 475.31 feet along the arc of a 715.00 foot radius non-tangential circular curve to the left, with a chord bearing S05°42'48"E 466.61 feet; thence S63°01'52"W 70.01 feet; thence 523.33 feet along the arc of a 785.00 foot radius circular curve to the right, with a chord bearing N05°46'02"W 513.69 feet; thence N12°19'52"E 428.99 feet; thence 258.50 feet along the arc of a 540.00 foot radius circular curve to the right, with a chord bearing N26°02'41"E 256.04 feet; thence N39°45'31"E 208.77 feet; thence 203.56 feet along the arc of a 229.50 foot radius circular curve to the left, with a chord bearing N14°20'54"E 196.96 feet; thence N11°03'43"W 106.67 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 28.

PROPOSED DATED - AUGUST 22, 2005



MATTHEW C. BISSETT
LICENSED PROFESSIONAL SURVEYOR NO. 50428
ATWELL-HICKS
7927 NEMCO WAY, SUITE 100
BRIGHTON, MICHIGAN 48116
(810) 225-6000

COVER SHEET
THE GARDENS OF RIVERSIDE

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SECTIONS 28 & 33
TOWNSHIP 5 NORTH RANGE 7 EAST
HOLLY TOWNSHIP
OAKLAND COUNTY, MICHIGAN

PLUTE LAND DEVELOPMENT
COVER SHEET
THE GARDENS OF RIVERSIDE

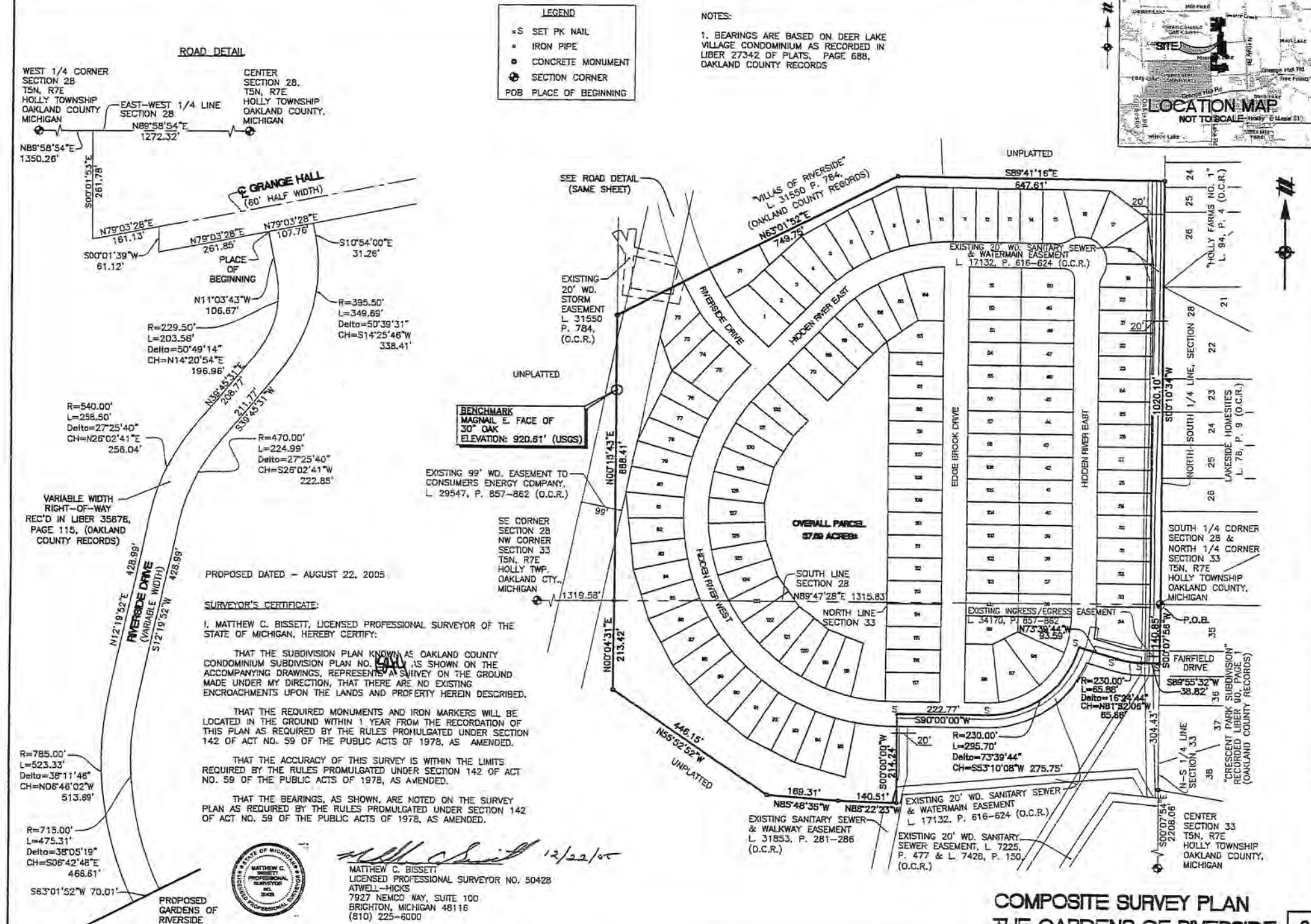
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DATE
06/22/05

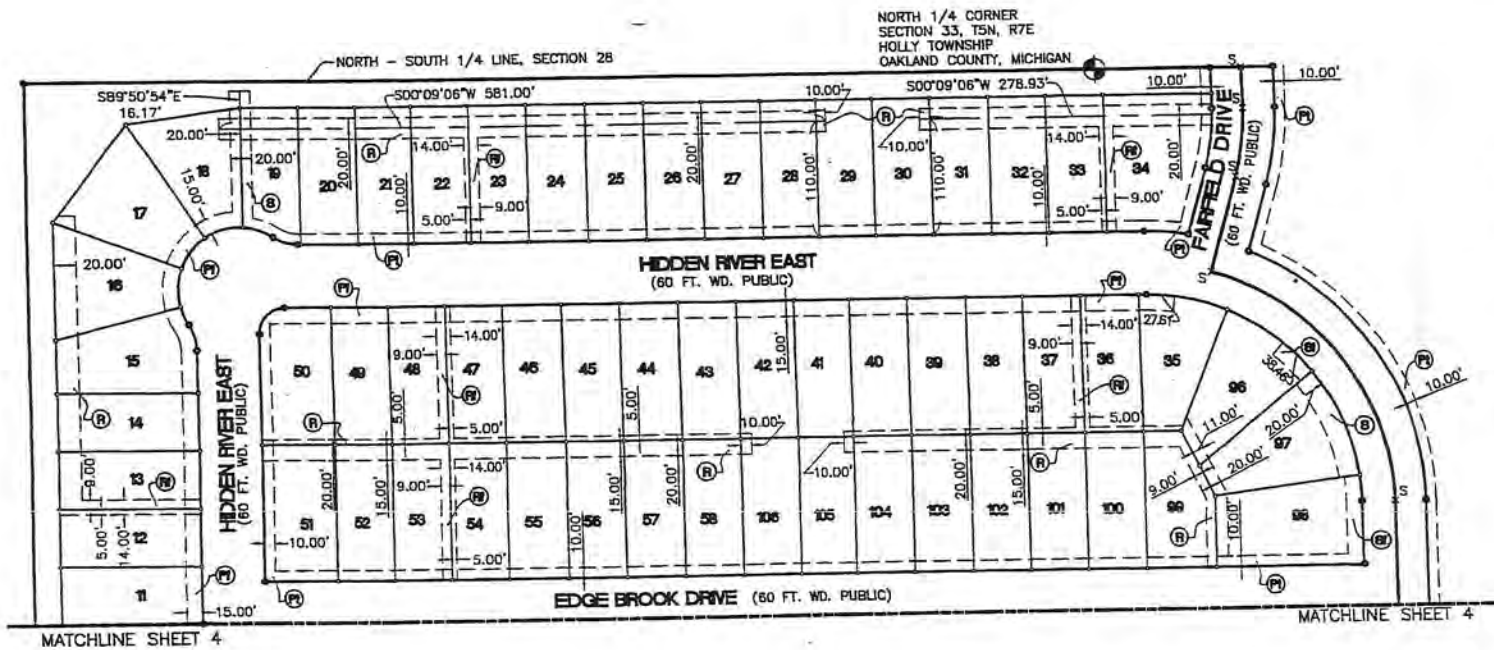
AH

DPL. DLR. & OPL. MCD
P.M. R. BEAUGRAND

JOB NO. 300720-10
FILE NO. 125



LIBER 37063 PG 681



LEGEND

- x S SET P.K. NAIL
 o IRON PIPE
 o CONCRETE MONUMENT
 + SECTION CORNER
 — — — — — EXISTING EASEMENT
 (R) PROPOSED 20' WD.
 STORM SEWER EASEMENT
 (PW) PROPOSED 14' WD.
 STORM SEWER EASEMENT
 (PW) PROPOSED 10' WD.
 STORM SEWER EASEMENT
 (PW) PROPOSED 10' WD.
 PUBLIC UTILITY EASEMENT
 (PW) PROPOSED 15' WD.
 PUBLIC UTILITY EASEMENT
 (PW) PROPOSED 20' WD.
 PUBLIC UTILITY EASEMENT
 (R) PROPOSED 20' WD.
 SANITARY SEWER EASEMENT
 (PW) PROPOSED 15' WD.
 SANITARY SEWER EASEMENT

NOTES:

NOTES:
1. ALL ROADWAYS ARE TO BE DEDICATED TO THE PUBLIC, AND UNTIL SUCH TIME ARE GOVERNED BY THE AMENDED AND RESTATED EASEMENT FOR INGRESS AND EGRESS AS RECORDED IN LIBER 35878, PAGE 115, OAKLAND COUNTY RECORDS.

PROPOSED DATED - AUGUST 22, 2005



Matthew C. Bissett
MATTHEW C. BISSETT
LICENSED PROFESSIONAL SURVEYOR NO. 50428
ATWELL-HICKS
7927 NEMCO WAY, SUITE 100
BRIGHTON, MICHIGAN 48116
(810) 225-6000

SURVEY PLAN

THE GARDENS OF RIVERSIDE

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SECTIONS 28 & 33	TOWN 5	NORTH, RANGE 7	EAST
HOLLY TOWNSHIP			
OAKLAND COUNTY, MICHIGAN			

PULTE LAND DEVELOPMENT
SURVEY PLAN
THE GARDENS OF RIVERSIDE

CNO FILE
300758-CD-3-57

DATE: 08/22

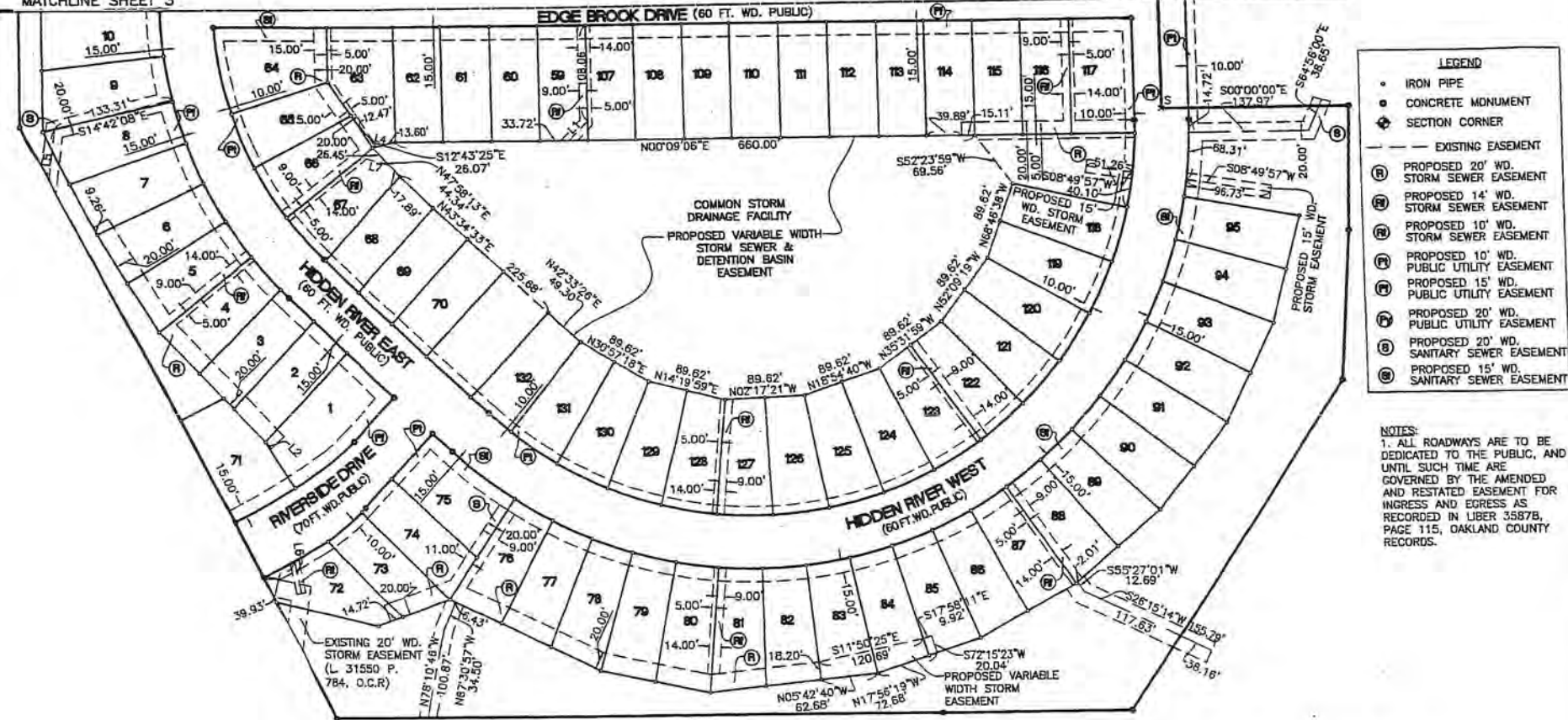
A

SCALE 0 30
1" = 60 FEET
DR. D.W. HOL
P.M. R. BEAUGRAN

JOE 300758.10
FILE NO.
1224-95-3

MATCHLINE SHEET 3

MATCHLINE SHEET 3



LEGEND	
•	IRON PIPE
•	CONCRETE MONUMENT
+	SECTION CORNER
---	EXISTING EASEMENT
(R)	PROPOSED 20' WD. STORM SEWER EASEMENT
(R)	PROPOSED 14' WD. STORM SEWER EASEMENT
(R)	PROPOSED 10' WD. STORM SEWER EASEMENT
(P)	PROPOSED 10' WD. PUBLIC UTILITY EASEMENT
(P)	PROPOSED 15' WD. PUBLIC UTILITY EASEMENT
(P)	PROPOSED 20' WD. PUBLIC UTILITY EASEMENT
(S)	PROPOSED 20' WD. SANITARY SEWER EASEMENT
(S)	PROPOSED 15' WD. SANITARY SEWER EASEMENT

NOTES:
1. ALL ROADWAYS ARE TO BE DEDICATED TO THE PUBLIC, AND UNTIL SUCH TIME ARE GOVERNED BY THE AMENDED AND RESTATED EASEMENT FOR INGRESS AND EGRESS AS RECORDED IN LIBER 35878, PAGE 115, OAKLAND COUNTY RECORDS.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S45°43'27"E	30.57
L2	S46°46'35"W	10.00
L3	S55°27'01"W	12.69
L4	S16°00'03"W	10.41
L5	S82°26'31"E	58.12
L6	S79°04'29"W	36.46
L7	N16°00'03"E	25.68

PROPOSED DATED - AUGUST 22, 2005



MATTHEW C. BISSETT
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SURVEY PLAN
THE GARDENS OF RIVERSIDE

4

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SECTIONS 28 & 33
TOWN 6 NORTH, RANGE 7 EAST
HOLLY TOWNSHIP
OAKLAND COUNTY, MICHIGAN

CLIENT: PULTE LAND DEVELOPMENT
SURVEY PLAN
THE GARDENS OF RIVERSIDE

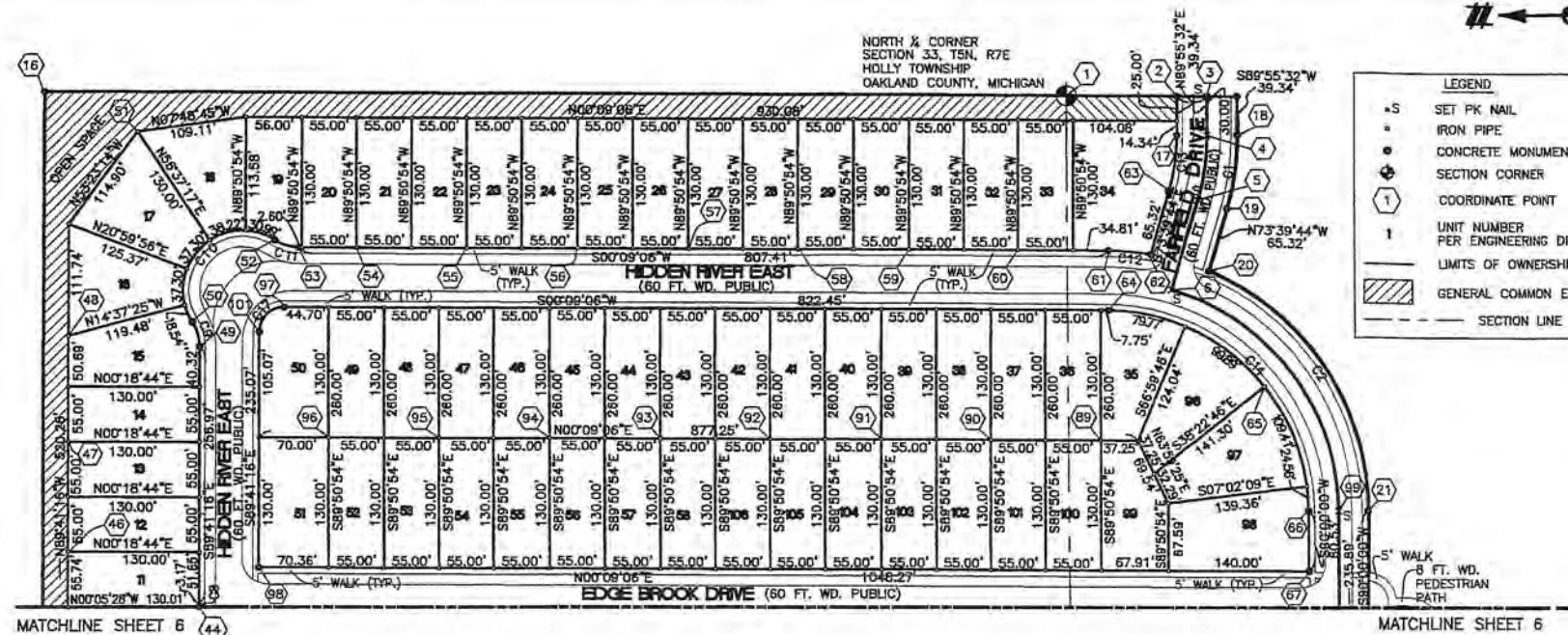
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REVISIONS:
DATE: 08/22/05

SCALE: 1" = 60 FEET
DR. OLW HOK MCH
PAL R. BEAUGRAND

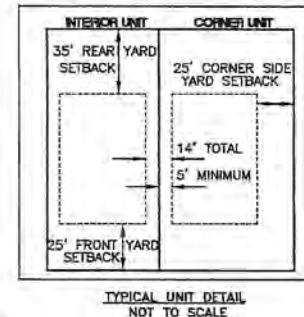
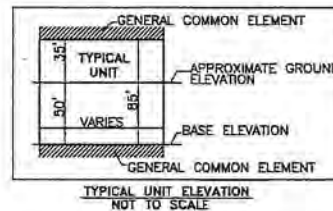
JOB: 300758.10
FILE NO.: 224-05-4

LIBER 37063 PG 683

NO.	NORTHING	EASTING
1	4730.98	7322.80
2	4620.13	7322.54
3	4590.12	7322.47
4	4590.07	7283.65
5	4599.36	7218.65
6	4625.69	7128.85
7	4246.15	6885.36
16	5751.07	7325.94
17	4620.08	7283.61
18	4560.08	7283.68
19	4570.57	7210.21
20	4588.95	7147.52
21	4430.39	6908.13
46	5728.58	6865.91
47	5727.98	6975.91
48	5727.40	7081.60
49	5597.46	7070.52
50	5604.43	7094.83
51	5658.26	7285.57
52	5521.31	7177.40
53	5497.11	7170.26
54	5439.51	7170.11
55	5329.51	7169.82
56	5219.51	7169.53
57	5109.51	7169.24
58	4999.51	7168.94
59	4889.51	7168.65
60	4779.51	7168.36
61	4689.70	7168.13
62	4646.53	7164.40
63	4628.15	7227.08
64	4689.86	7108.13
65	4533.60	7032.30
66	4490.39	6908.13
67	4490.39	6847.60
68	4615.67	6657.93
69	4697.95	6976.15
90	4807.95	6976.44
91	4917.95	6978.73
92	5027.95	6979.02
93	5137.95	6979.31
94	5247.95	6979.60
95	5357.95	6979.89
96	5467.95	6980.18
97	5537.24	7110.37
98	5538.66	6850.37
99	4480.39	6908.13
101	5537.38	7085.44



UNIT NO.	UNIT AREA IN SQUARE FT.	UNIT NO.	UNIT AREA IN SQUARE FT.
11	7,187	41	7,150
12	7,150	42	7,150
13	7,150	43	7,150
14	7,150	44	7,150
15	8,368	45	7,150
16	8,570	46	7,150
17	9,138	47	7,150
18	8,380	48	7,150
19	6,841	49	7,150
20	7,150	50	9,076
21	7,150	51	9,124
22	7,150	52	7,150
23	7,150	53	7,150
24	7,150	54	7,150
25	7,150	55	7,150
26	7,150	56	7,150
27	7,150	57	7,150
28	7,150	58	7,150
29	7,150	59	8,921
30	7,150	97	10,015
31	7,150	98	10,676
32	7,150	99	7,871
33	7,150	100	7,150
34	12,489	101	7,150
35	7,952	102	7,150
36	7,150	103	7,150
37	7,150	104	7,150
38	7,150	105	7,150
39	7,150	106	7,150
40	7,150		



CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
C1	74.48'	260.00'	N81°32'06"W	74.22'	16°24'44"
C2	304.20'	260.00'	S56°28'54"W	287.14'	67°02'11"
C8	367.07'	450.00'	N66°56'39"E	356.98'	46°44'11"
C9	25.63'	45.00'	N73°59'38"E	25.29'	32°38'14"
C10	162.35'	60.00'	S44°48'29"E	117.16'	155°02'00"
C11	25.57'	45.00'	S16°25'48"W	25.23'	32°33'25"
C12	43.38'	260.00'	S04°55'54"W	43.33'	9°33'38"
C13	57.29'	200.00'	S81°52'08"E	57.09'	16°24'44"
C14	313.63'	200.00'	S45°04'33"W	282.47'	89°50'54"
C17	39.20'	25.00'	S44°46'05"E	35.31'	89°50'21"

- NOTES:
1. ALL UTILITY MAINS AND STREET IMPROVEMENTS SERVING UNITS 1-75 "MUST BE BUILT."
 2. ALL UTILITY MAINS AND STREET IMPROVEMENTS SERVING UNITS 76-132 "NEED NOT BE BUILT."



PROPOSED DATED - AUGUST 22, 2005

Matthew C. Bissett

MATTHEW C. BISSETT
LICENSED PROFESSIONAL SURVEYOR NO. 50428
ATWELL-HICKS
7927 NEMCO WAY, SUITE 100
BRIGHTON, MICHIGAN 48116
(810) 225-6000

SITE PLAN
THE GARDENS OF RIVERSIDE

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MICHAEL L. HICKS, P.E.
OAKLAND COUNTY, MICHIGAN

SECTIONS 28 & 33
TOWN OF NORTH ROUGE
HOLLY TOWNSHIP
OAKLAND COUNTY, MICHIGAN

PLUTE LAND DEVELOPMENT
SITE PLAN
THE GARDENS OF RIVERSIDE

DATE: 08/22/05

SCALE: 1" = 60 FEET
DR. DLW, GCL, MCB
PLR, R. BEAUGRAND

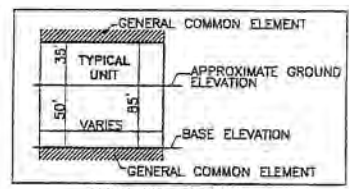
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224-06-5

LIBER 37063 PG 684

MATCHLINE SHEET 5

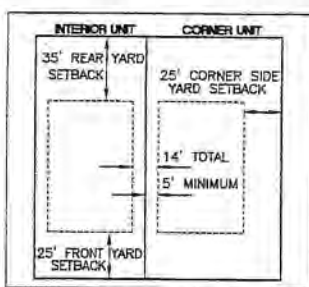
MATCHLINE SHEET 5

COORDINATE TABLE		
NO.	NORTHING	EASTING
7	4246.15	6685.36
8	4250.14	6644.90
9	4262.51	6376.05
10	4512.76	6006.89
11	4726.18	6008.97
12	5414.58	6010.12
13	5495.21	6168.58
14	5526.97	6230.98
15	5754.60	6678.34
22	4430.39	6672.24
23	4449.05	6536.86
24	4485.14	6444.75
25	4538.64	6361.54
26	4607.48	6290.49
27	4588.96	6234.39
28	4779.89	6195.42
29	4876.71	6175.12
30	4975.63	6174.29
31	5072.78	6192.94
32	5164.36	6230.38
33	5275.05	6310.00
34	5296.78	6330.68
35	5375.89	6247.54
36	5281.67	6143.07
37	5387.71	6322.16
38	5340.25	6372.04
40	5459.06	6485.09
39	5431.47	6458.84
41	5607.39	6446.76
42	5553.60	6614.41
43	5586.88	6707.06
44	5598.87	6610.38
45	5538.31	6790.37
66	4490.39	6787.60
69	4490.39	6672.24
70	4520.23	6512.96
71	4582.93	6402.28
72	4674.67	6314.17
73	4787.78	6255.99
74	4912.81	6232.59
75	5039.31	6245.93
76	5156.71	6294.90
77	5233.69	6353.47
78	5251.07	6549.45
79	5417.70	6528.56
80	5495.02	6631.45
81	5330.32	6789.82
82	5275.66	6659.67
83	5165.66	6659.38
84	5065.66	6659.09
85	4945.66	6658.60
86	4835.66	6658.51
87	4725.67	6658.22
88	4615.67	6657.93
100	4460.39	6685.36



NOTES:
1. ALL UTILITY MAINS AND STREET IMPROVEMENTS SERVICING UNITS 1-75 "MUST BE BUILT."
2. ALL UTILITY MAINS AND STREET IMPROVEMENTS SERVICING UNITS 76-132 "NEED NOT BE BUILT."

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
C3	1165.67	500.00'	N23°12'44"W	919.05'	133°34'33"
C4	68.24'	260.00'	N38°54'20"W	68.04'	15°02'13"
C5	75.65'	785.00'	N28°37'35"W	75.62'	5°31'17"
C6	131.89'	715.00'	S31°02'32"E	131.71'	10°34'09"
C7	35.25'	200.00'	S41°22'32"E	35.20'	10°05'51"
C8	367.07'	450.00'	N66°56'39"E	356.98'	46°44'11"
C15	1025.79'	440.00'	N23°12'44"W	808.77'	133°34'33"
C16	285.26'	380.00'	N65°15'53"E	288.26'	43°22'39"



TYPICAL UNIT DETAIL
NOT TO SCALE

PROPOSED DATED - AUGUST 22, 2005



MATTHEW C. BISSETT
LICENSED PROFESSIONAL SURVEYOR NO. 50426
ATWELL-HICKS
7927 NEMCO WAY, SUITE 100
BRIGHTON, MICHIGAN 48116
(810) 225-8000

LEGEND

- S SET PK NAIL
- IRON PIPE
- CONCRETE MONUMENT
- SECTION CORNER
- 1 COORDINATE POINT
- 1 UNIT NUMBER
- PER ENGINEERING DRAWINGS
- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- PEDESTRIAN NODE
- SECTION LINE

UNIT NO.	UNIT AREA IN SQUARE FT.	UNIT NO.	UNIT AREA IN SQUARE FT.
1	10,530	85	7,327
2	7,182	86	7,327
3	7,196	87	7,358
4	7,597	88	7,358
5	7,475	89	7,327
6	7,340	90	7,327
7	7,515	91	7,358
8	8,013	92	7,358
9	8,433	93	7,327
10	7,861	94	7,327
59	7,150	95	7,358
60	7,150	107	7,150
61	7,150	108	7,150
62	7,150	109	7,150
63	8,541	110	7,150
64	10,045	111	7,150
65	6,880	112	7,150
66	7,150	113	7,150
67	7,167	114	7,150
68	8,760	115	7,150
69	6,760	116	7,150
70	6,979	117	9,113
71	9,148	118	7,169
72	7,684	119	7,169
73	6,753	120	7,169
74	7,250	121	7,169
75	8,926	122	7,169
76	7,406	123	7,169
77	7,279	124	7,169
78	7,542	125	7,169
79	7,725	126	7,169
80	7,824	127	7,169
81	7,689	128	7,169
82	7,327	129	7,169
83	7,358	130	7,169
84	7,358	131	7,169
		132	7,062

SITE PLAN
THE GARDENS OF RIVERSIDE

ATWELL-HICKS
Engineering • Planning • Surveying • Environmental • Water/Wastewater
3000 22nd St
BRIGHTON, MI 48116
TEL: (810) 225-8000 FAX: (810) 225-8000

SECTION 28 & 33
TOWN 5 NORTH RANGE 7 EAST
HOLLY TOWNSHIP
OAKLAND COUNTY, MICHIGAN

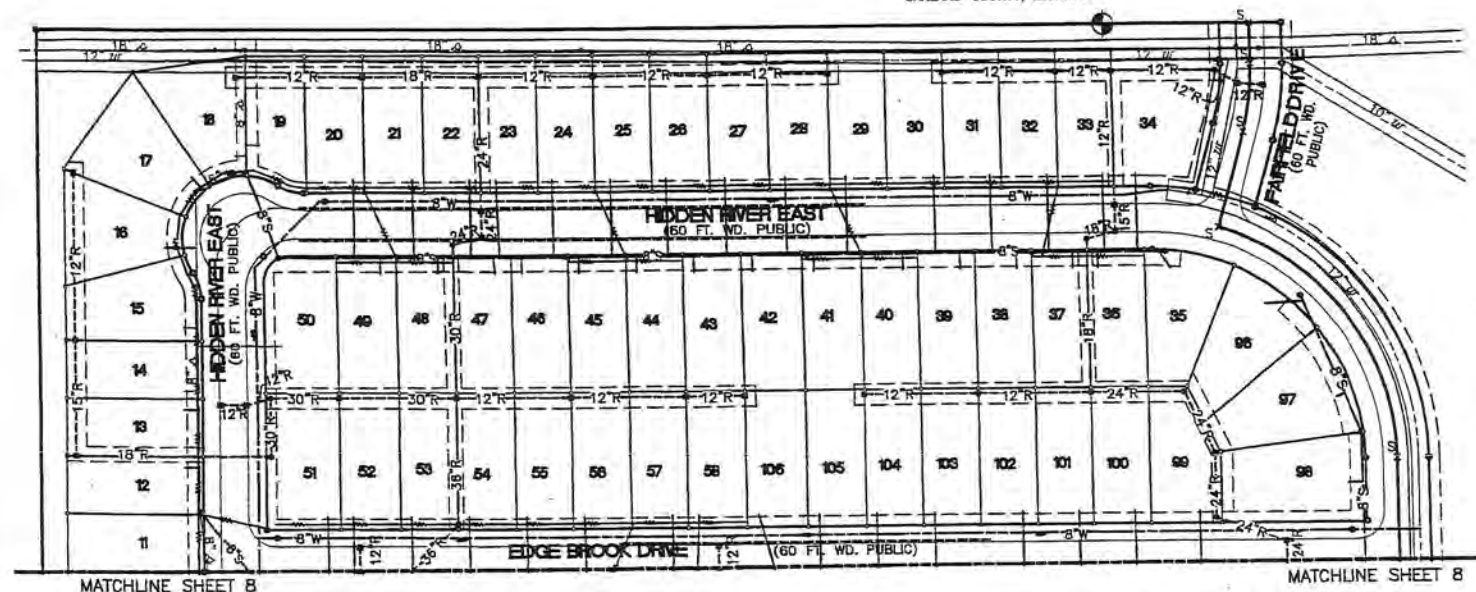
PULTE LAND DEVELOPMENT
SITE PLAN
THE GARDENS OF RIVERSIDE

DATE: 08/22/05
SCALE: 1" = 60 FEET
DRAWN BY: MCB
CHECKED BY: RLB

FILE NO. 300758-10
322-55-6

LIBER 37063 P.000

SOUTH 1/4 CORNER SECTION 28 &
NORTH 1/4 CORNER SECTION 33
T5N, R7E, HOLLY TOWNSHIP
OAKLAND COUNTY, MICHIGAN



NOTES:

1. ALL UNITS WILL BE SERVICED WITH SANITARY AND WATER BY THE VILLAGE OF HOLLY. INFORMATION AS SHOWN IS FROM APPROVED ATWELL-HICKS CONSTRUCTION PLANS.
2. STORM SEWER LOCATIONS OBTAINED FROM APPROVED ATWELL-HICKS CONSTRUCTION PLANS.
3. ALL UNITS WILL BE SERVICED WITH ELECTRICITY BY CONSUMERS ENERGY.
4. ALL UNITS WILL BE SERVICED WITH TELEPHONE BY SBC.
5. ALL UNITS WILL BE SERVICED WITH CABLEVISION BY COMCAST CABLEVISION.
6. ALL UNITS WILL BE SERVICED WITH GAS BY CONSUMERS ENERGY.
7. ALL SANITARY LEADS ARE 6" IN DIAMETER.
8. ALL WATER LEADS ARE 1" IN DIAMETER. LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.
9. FRANCHISE UTILITY LINES AND SERVICES WILL BE SHOWN ON AS-BUILT DRAWINGS.
10. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND/OR WITHIN THE UNIT BOUNDARY.
11. ALL PUBLIC UTILITY MAINS AND STREET IMPROVEMENTS SERVICING UNITS 1-75 "MUST BE BUILT."
12. UTILITY LEADS FOR UNITS 1-132 "NEED NOT BE BUILT."
13. ALL PUBLIC UTILITY MAINS AND STREET IMPROVEMENTS SERVICING UNITS 76-132 "NEED NOT BE BUILT."

LEGEND		
EXISTING	DESCRIPTION	PROPOSED
—A—	STORM	—R—
—Δ—	SANITARY	—S—
—W—	WATER	—E—
—e—	OVERHEAD ELECTRIC	—UE—
—ue—	UNDERGROUND ELECTRIC	—G—
—g—	GAS	—T—
—t—	OVERHEAD TELEPHONE	—UT—
—ut—	UNDERGROUND TELEPHONE	—UTEC—
—utec—	UNDERGROUND TELEPHONE, ELECTRIC, & CABLE T.V.	
○	MANHOLE	●
□	CATCH BASIN	■
—	CLEANOUT	—
—	HYDRANT	—
• U.P.	UTILITY POLE	• U.P.
•	VALVE	•

PROPOSED DATED - AUGUST 22, 2005



MATTHEW C. BISSETT
LICENSED PROFESSIONAL SURVEYOR NO. 50428
ATWELL-HICKS
7927 NEMCO WAY, SUITE 100
BRIGHTON, MICHIGAN 48116
(810) 225-6000

UTILITY PLAN
THE GARDENS OF RIVERSIDE

ATWELL-HICKS
Engineering • Surveying • Planning • Environmental • Water/Wastewater
2224 28th Street, Suite 100
Brighton, Michigan 48116
Phone: (810) 225-6000
Fax: (810) 225-6001
MICHSUR KLINSE OHIO

SECTIONS 28 & 33
TOWN 5 NORTH RANGE 7 EAST
HOLLY TOWNSHIP
OAKLAND COUNTY, MICHIGAN

PLUTE LAND DEVELOPMENT
UTILITY PLAN
THE GARDENS OF RIVERSIDE

CD FILE
300756-CD-7-U

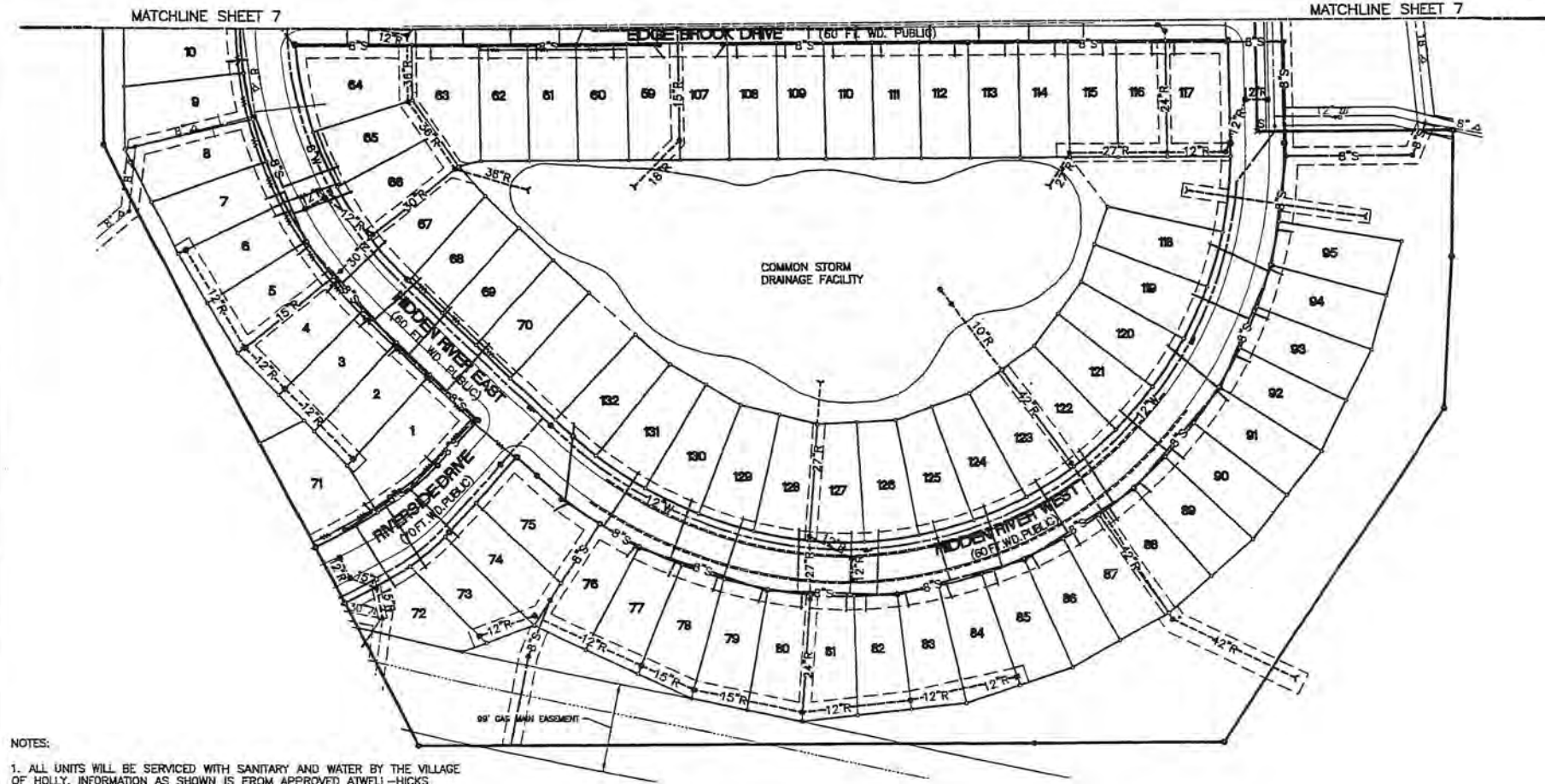
REVISIONS
DATE 08/22/05

AH

SCALE 0 30 60
1" = 60 FEET
SHEET 7 OF 7
P.L. BEAUGRAND

ADD 300756.10
FILE NO. 224-25-7

LIBER 37063 PG 86



NOTES:

1. ALL UNITS WILL BE SERVICED WITH SANITARY AND WATER BY THE VILLAGE OF HOLLY. INFORMATION AS SHOWN IS FROM APPROVED ATWELL-HICKS CONSTRUCTION PLANS.
2. STORM SEWER LOCATIONS OBTAINED FROM APPROVED ATWELL-HICKS CONSTRUCTION PLANS.
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LEGEND		
EXISTING	DESCRIPTION	PROPOSED
—/—	STORM	R —
—Δ—	SANITARY	S —
—W—	WATER	W —
—e—	OVERHEAD ELECTRIC	E —
—ue—	UNDERGROUND ELECTRIC	UE —
—g—	GAS	G —
—t—	OVERHEAD TELEPHONE	T —
—ut—	UNDERGROUND TELEPHONE	UT —
—utec—	UNDERGROUND TELEPHONE, ELECTRIC, & CABLE T.V.	UTEC —
○	MANHOLE	●
□	CATCH BASIN	■
—○—	CLEANOUT	—●—
—○—	HYDRANT	—●—
• U.P.	UTILITY POLE	• U.P.
•	VALVE	•



PROPOSED DATED — AUGUST 22, 2005

Matthew C. Bissett
 MATTHEW C. BISSETT
 LICENSED PROFESSIONAL SURVEYOR NO. 50428
 ATWELL-HICKS
 7927 NEMCO WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (810) 225-6000

UTILITY PLAN
 THE GARDENS OF RIVERSIDE

ATWELL-HICKS
 Engineering • Surveying • Planning • Environmental • Water/Wastewater
 888 888 4300
 www.atwell-hicks.com
 MICHIGAN LICENSED GEO

SECTIONS 28 & 33
 TOWN 5 NORTH RANGE 7 EAST
 HOLLY TOWNSHIP
 OAKLAND COUNTY, MICHIGAN

PLATE LAND DEVELOPMENT
 UTILITY PLAN
 THE GARDENS OF RIVERSIDE

NO. 300756-00-7-U

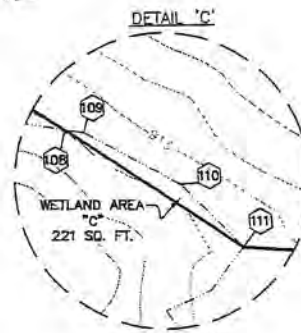
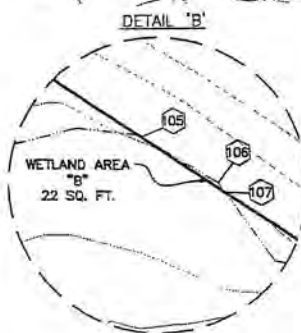
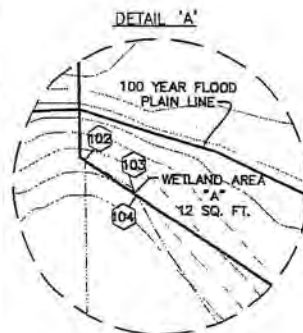
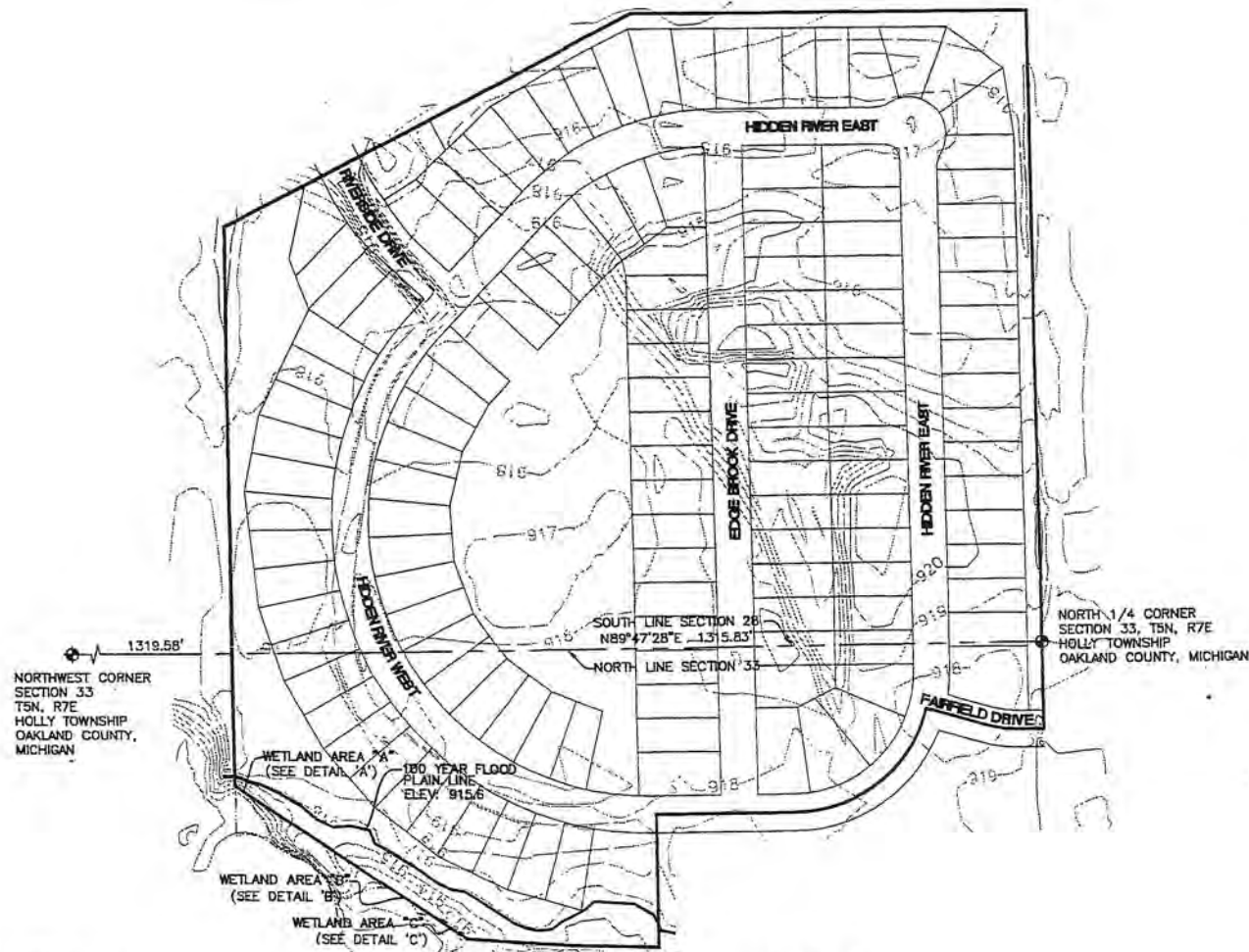
DATE 08/22/05



SCALE 0 30 60
 1" = 60 FEET
 D.L. D.W. L.C. M.C.
 P.M. R. BEAUGRAND

NO. 300756.10
 FILE NO. 224-05-8

LIBER 37063 PG 87



LEGEND	
	EXIST. CONTOUR
	SECTION CORNER
	PROJECT BOUNDARY
	WETLAND BOUNDARY

COORDINATE TABLE		
COORDINATE No.	NORTHING	EASTING
102	4512.37	6007.27
103	4502.80	6023.38
104	4500.61	6024.59
105	4344.82	6254.56
106	4329.49	6279.57
107	4326.48	6281.84
108	4300.36	6320.18
109	4299.35	6326.10
110	4282.60	6356.36
111	4262.50	6376.19

PROPOSED DATED - AUGUST 22, 2005



Matthew C. Bissett
MATTHEW C. BISSETT
LICENSED PROFESSIONAL SURVEYOR NO. 50428
ATWELL-HICKS
7927 NEMCO WAY, SUITE 100
BRIGHTON, MICHIGAN 48116
(810) 225-6000

FLOOD PLAIN & WETLAND PLAN
THE GARDENS OF RIVERSIDE

ATWELL-HICKS
Engineering • Planning • Environmental • Surveying • Water/Wastewater
888.880.4200
JACKSON LANSING OHIO

SECTIONS 28 & 33
TOWN 6 NORTH RANGE 7 EAST
HOLLY TOWNSHIP
OAKLAND COUNTY, MICHIGAN

CLIENT: RITE LAND DEVELOPMENT
PROJECT: FLOOD PLAN & WETLAND PLAN
THE GARDENS OF RIVERSIDE

DWG FILE: 300758-00-9-TP

REVISIONS:

DATE: 08/23/05

AH
SCALE: 0 50 100
1" = 100 FEET
DPL: DUN DGL: MCB
PAL: R. BEAUGRAND

DWG NO: 300758-10
FILE NO: 224-05-9

9

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2019 DEC 17 PM 1:17

209756
LIBER 53612 PAGE 831
\$26.00 MISC RECORDING
\$4.00 REMONUMENTATION
12/17/2019 01:41:30 P.M. RECEIPT# 154823
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

COVER SHEET

DOC TYPE: First Amendment to Master Deed of
The Gardens of Riverside Condominium

3P

OK-AB

OK-RC

FIRST AMENDMENT TO MASTER DEED of THE GARDENS OF RIVERSIDE CONDOMINIUM

This First Amendment to Master Deed is made on December 6th, 2019, by Holly Land Mark Properties I, LLC., a Michigan limited liability company, of 2615 Heights View Ct. Rochester Hills, Michigan 48306 (Developer), on the terms and conditions set forth below.

RECITALS

A. Original Developer, Pulte Land Company, LLC, a Michigan limited liability company, established the condominium project The GARDENS OF RIVERSIDE Condominium, in Township of Holly, Oakland County, Michigan ("Condominium"), Oakland County Condominium Subdivision Plan No. 1844, by recording a Master Deed, Bylaws, and Condominium Subdivision Plan in Liber 37063, Page 603 Oakland County Records on January 3, 2006 ("Master Deed").

B. The Master Deed and Bylaws provide for amendment of the Condominium Documents by the Developer pursuant to Article 7 of the Master Deed.

C. Developer wishes to amend the Condominium Documents as set forth below.

AMENDMENT

The Condominium Documents are amended as follows:

1. **Swimming Pool, Tennis Courts and Other Structures.** Section 6.19 of the Bylaws is amended in its entirety to read as follows:

" Section 6.19 **Swimming Pools, Tennis Courts and Other Structures.** No swimming pool or other recreational structure shall be constructed on any Unit unless approved by Developer prior to Transitional Control Date and the Association thereafter. Any swimming pool or similar structure which has been approved in writing by the Developer or Association shall be constructed in accordance with this Master Deed and Bylaws and with all applicable local ordinances and/or laws. No above ground swimming pools are permitted. Swimming pools, tennis courts, whirlpools, hot tubs and other similar recreational structures, if approved in writing, shall be screened from any street lying entirely within the Condominium, by wall solid fence, evergreen hedge or other visual barrier as approved in writing by the Developer or Association and in compliance with all laws and governmental regulations and ordinances pertaining thereto."

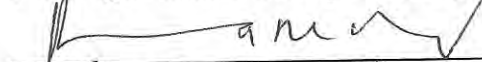
2. **Fences, Walls and Dog Runs.** Section 6.44 of the Bylaws is amended in its entirety to read as follows:

" Section 6.44 **Fences, Walls and Dog Runs.** With the exception of any fencing improvements installed by Developer, no perimeter fences, walls or similar structures shall be erected on any Unit without the prior written approval of Developer

prior to Transitional Control Date and the Association thereafter. Dog kennels or runs or other enclosed shelters for animals are prohibited. "Invisible fencing" type devices may, with prior approval of the Architectural Control Committee, be installed within individual Units, provided such installation shall be located within the rear portion of the Unit only, with no portion extending beyond the front portion of the residential dwelling structure located upon such Unit. In the event the Developer or the Association approves a swimming pool on a particular Unit, only decorative black aluminum fences, consisting of a design and quality sufficient to satisfy local and state laws, shall be permitted by the Developer or the Association order to enclose the swimming pool area."


3. **Effect of Amendment.** The Master Deed and Bylaws as amended continues in full force and effect. The terms of the Amendment shall supersede any contrary provisions in the Master Deed.

Holly Land Mark Properties I, LLC
a Michigan limited liability company


by BHARATH REDDY
its PARTNER

STATE OF MICHIGAN)
) S.S.
COUNTY OF OAKLAND)

On December 6th, 2019, before me personally appeared Bharath Reddy, Partner of Holly Land Mark Properties I, LLC, a Michigan limited liability company, to me known to be the same person described in and who executed the within instrument, and who acknowledged the same to be his free act and deed.


Shannon Sandel, Notary Public
State of Michigan, County of Oakland
My Commission Expires: 10-10-22
Acting in the County of: Oakland

Instrument Drafted by and
when recorded return to:
Matt Tokarz
2615 Heights View Ct.
Rochester Hills, Michigan 48306

