MASTER DEED STREAMWOOD ESTATES (Act 229, Public Acts of 1963, as amended)

Recorded in Liber 6295, Pages 308 through 352, Oakland County Records on May 22, 1974

This Master Deed is made and executed on this <u>22nd</u> day of <u>May</u>, 1974, by Streamwood Estates, a Michigan co-partnership, hereinafter referred to as "Developer," whose office is situated at 30233 Southfield Road, Southfield, Michigan 48076, represented herein by one of its partners who is fully empowered and qualified to act on behalf of the partnership, in pursuance of the provisions of the Michigan Horizontal Real Property Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 229 of the Public Acts of 1963), hereinafter referred to as the "Act."

WITNESSETH:

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Streamwood Estates as a condominium project under the Act and does declare that Streamwood Estates (hereinafter referred to as the "Condominium," "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, 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 the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Streamwood Estates, Oakland County Condominium Subdivision Plan No. 178. The architectural plans for the project were approved by Avon Township, Oakland County, Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

A parcel of land being part of the S.E. 1/4 of Section 20 and part of the S.W. 1/4 of Section 21, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, being more particularly described as beginning at a point distant N. 1° 34′ 36″ W. 60.02 ft. along the West line of said Section 21 to a point on the Northerly 60 ft. R.O.W. line of Hamlin Road and N. 89° 57′ 18″ W., 18.29 ft. along the said Northerly R.O.W. line of Hamlin Road, and N. 2° 51′ 34″ E. 125.36 ft. to a point of curvature to the Left having a Radius of 500.00 ft., an arc length of 109.59 ft. a central angle of 12° 33′ 28″ a chord bearing and distance of N. 3° 25′ 10″ W. 109.37 ft. and N. 9° 41′

54" W. 70.00 ft. and N. 1° 43' 35" E. 190.16 ft. from the S.W. corner of said Section 21, proceeding thence N. 39° 05' 06" W. 296.59 ft. to the approximate center line of the Clinton River; thence along the said approximate center line of the Clinton River N. 72° 04' 48" E. 190.89 ft. to a point on the West line of said Section 21; thence continuing along the said approximate center line of the Clinton River N. 49° 52' 15" E. 175.74 ft. and N. 11° 02' 07" E. 245.54 ft. and N. 27° 17' 58" E. 104.66 ft. and N. 50° 22' 09" E. 377.84 ft. and N. 62° 42' 02" E. 104.66 ft. and S. 65° 40' 28" E. 80.11 ft. and S. 17° 09' 09" E. 169.54 ft. to a point; thence leaving said approximate center line of the Clinton River S. 0° 29' 09" W. 168.25 ft.; thence S. 5° 07' 13" W. 165.83 ft.; thence S. 9° 12' 38" E. 100.00 ft.; thence S. 84° 33' 06" W. 310.36 ft. to a point of curvature to the Left having a radius of 480.00 ft., an arc length of 598.17 ft., a central angle of 71° 24' 03", a chord bearing and distance of S. 48° 51' 05" W. 560.21 ft. to the point of beginning. Said parcel containing 8.226 acres, and

A parcel of land being part of the S.W. 1/4 of Section 21, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, being more particularly described as beginning at a point distant N. 1° 34′ 36″ W. 60.02 ft. along the West line of said Section 21 to a point on the Northerly 60 ft. R.O.W. line of Hamlin Road and N. 89° 57′ 18″ W. 18.29 ft. along the said Northerly R.O.W. line of Hamlin Road and N. 2° 51′ 34″ E. 125.36 ft. to a point of curvature to the Left having a radius of 500.00 ft., an arc length of 109.59 ft. a central angle of 12° 33′ 28″ a chord bearing and distance of N. 3° 25′ 10″ W. 109.37 ft. and N. 9° 41′ 54″ W. 70.00 ft. and N. 1° 43′ 35″ E. 190.16 ft. and S. 44° 15′ 20″ E. 73.43 ft. from the S.W. corner of said Section 21, proceeding thence along a curve to the Right having a radius of 420.00 ft. an arc length of 401.32 ft., a central angle of 54° 44′ 51″ a chord bearing and distance of N. 35° 07′ 14″ E. 386.23 ft.; thence S. 40° 11′ 54″ E. 280.73 ft.; thence S. 49° 48′ 06″ W. 259.36 ft., thence N. 72° 11′ 54″ W. 215.60 ft. to the point of beginning. Said parcel containing 2.030 acres.

ARTICLE III

DEFINITIONS

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

- (a) The "Act" means the Michigan Horizontal Real Property Act, being Act 229 of the Public Acts of 1963, as amended.
- (b) "Association" shall mean 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. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- (c) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 2(k)(7) of the Act to be recorded as part of the Master Deed.
- (d) "Association Bylaws" means the corporate Bylaws of Streamwood Estates Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- (e) "Consolidating Master Deed" means the final amended Master Deed which shall describe Streamwood Estates as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all apartments and common elements therein, and which shall express percentages of value pertinent to each apartment

as finally readjusted. Such Consolidating Master Deed, when approved by the Michigan Department of Commerce and recorded in the Office of the Oakland County Register of Deeds, shall supersede all previously recorded Master Deeds for Streamwood Estates.

- (f) "Garden apartment," "triplex," "townhouse" or "unit" each mean the enclosed space constituting a single complete residential unit in Streamwood Estates as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "apartment" as defined in the Act.
- (g) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.
- (h) "Condominium Project," "Condominium" or "Project" means Streamwood Estates as an approved Condominium Project established in conformity with the provisions of the Act.
 - (i) "Condominium Subdivision Plan" means Exhibit "B" hereto.
- (j) "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."
- (k) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to Streamwood Estates as described above.
- (1) "Common Elements," where used without modification, shall mean both the general and limited common elements described in Article IV hereof.
- (m) "Developer" shall mean Streamwood Estates, a Michigan co-partnership, which has made and executed this Master Deed, and its successors and assigns.
- (n) Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

- A. The general common elements are:
- (1) The land described on page one hereof, including roads, sidewalks and unassigned parking spaces;
- (2) The electrical wiring network throughout the project including that contained within interior walls up to the point of connection with electrical fixtures within any unit;
- (3) The gas line network throughout the project including that contained within interior walls up to the point of connection with gas fixtures within any unit;
 - (4) The telephone wiring network throughout the project;
- (5) The plumbing network throughout the project including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
- (6) The water distribution system, sanitary sewer system and storm drainage system throughout the project;
- (7) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys;

- (8) The community building;
- (9) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of an apartment, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. The limited common elements are:

- (1) Certain garages are appurtenant to certain apartments as limited common elements as designated on Exhibit "B" attached hereto with numbers which correspond to the apartment to which such garages respectively appertain;
- (2) Each individual driveway in the project is restricted in use to the co-owner of the apartment which such driveway services;
- (3) Each individual balcony in the project is restricted in use to the co-owner of the apartment which opens into such balcony as shown on Exhibit "B" hereto;
- (4) Each individual porch in the project is restricted in use to the co-owner of the apartment which opens into such porch as shown on Exhibit "B" hereto;
- (5) Each individual patio of each garden apartment in the project (as designated in Article V-C of this Master Deed) is restricted in use to the co-owner of the garden apartment which opens into such patio as shown on Exhibit "B" hereto;
- _(6) The co-owner of a townhouse or triplex (as designated in Article V-C of this Master Deed) may construct a patio not to exceed 180 square feet and patio fence, provided that written approval (which approval shall not be unreasonably withheld) of such patio or patio fence is obtained from the Board of Directors of the Association. Such approved patio and patio fence shall be restricted in use to the co-owner of the townhouse or triplex which opens into such patio and patio fence.
- (7) Each individual air conditioner in the project is restricted in use to the co-owner of the apartment which such air conditioner services;
- (8) Each individual air-conditioner compressor in the project is restricted in use to the co-owner of the apartment which such air-conditioner compressor services;
- (9) The double garage door and electric garage-door opener for the garages having the same shall be limited in use to the co-owners of the two (2) garden apartments to which such garages are appurtenant as a limited common element as indicated on Exhibit "B" hereto;
- (10) Common stairs, porches and hallways not exclusively limited to any particular apartment, in those buildings having such common facilities, shall be limited in use to the owners of units in each building in which such common facilities are located;
- (11) The interior surfaces of apartment perimeter walls (including windows and doors therein), ceilings and floors contained within an apartment shall be subject to the exclusive use and enjoyment of the co-owner of such apartment.
- C. The respective responsibilities for the maintenance, decoration, repair and replacement are as follows:
 - (1) The costs of maintenance, repair and replacement of each patio, patio fence, air conditioner and air-conditioner compressor described in Article IV B(6), B(7) and B(8), respectively, shall be borne by the co-owner of the apartment serviced thereby;
 - (2) The costs of decoration and maintenance (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV B(11) above shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant;
 - (3) The costs of all water and sewer charges, electricity charges for the lighting of all streets and common areas (common areas include hallways and garages appurtenant to the garden apartments as identified in Article V-C) and all natural gas charges shall be borne by the Association;
 - (4) The costs of maintenance, repair and replacement of all general and limited common elements other than as described above shall be borne by the Association.

No co-owner shall use his apartment or the common elements in any manner inconsistent with the purposes of the project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his apartment or the common elements.

ARTICLE V APARTMENT DESCRIPTION AND PERCENTAGE OF VALUE

- A. Each apartment in the project is described in this paragraph with reference to the Subdivision and Site Plan of Streamwood Estates as surveyed by Pate, Hirn & Bogue, Inc. are attached hereto as Exhibit "B." Each apartment shall include: (1) With respect to each unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on basement and foundation plans in Exhibit "B" have been or will be physically measured by Pate, Hirn & Bogue, Inc. In the event that the dimensions on the measured foundation plan of any specific unit differ from the dimensions on the typical foundation plan for such unit shown in Exhibit "B," then the typical upper floor plans for such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured foundation plan. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.
- B. The percentage of value assigned to each apartment is set forth in subparagraph C below. The percentage of value assigned to each apartment shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration and the value of such co-owner's vote at meetings of the Association of co-owners. The total value of the project is 100. The percentage of value allocated to each apartment may be changed only with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided in Article VIII hereof.

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivison Plan.
- (b) The percentage of value assigned to each apartment.
- (c) The type of unit for purposes of the occupancy limitation as set forth in Article VI, Section 1 of the Condominium Bylaws.

Apartment Number	Туре	Percentage of Value Assigned
1	Two-Bedroom Garden Apartment	1.72
2 3	"	1.72
	ŧŧ	1.72
4	11	1.72
5	11	1.72
6	u	1.72
7	11	1.72
8	tt "	1.72
9	u .	1.72
10	11	1.72
11	B.	1.72
12	II	1.72
13	11	1.72
14	11	1.72
15	II	1.72
16	11	1.72
17	ii.	1.72
18	u u	1.72
19	II .	1.72
20	n .	1.72
21	Three-Bedroom Townhouse	2.27
22	<u>II</u>	2.24
23	Two-Bedroom Townhouse	2.22
24	u	2.22
25	Three-Bedroom Townhouse	2.24
26	n n	2.27
27	11	2.27
28	11	2.24
29	Two-Bedroom Townhouse	2.22
30	11	2.22

31	Three-Bedroom Townhouse	2.24
32	II TOWNTOUS	2.24
33	II.	2.27
34	Ti .	2.19
		2.16
35	Two-Bedroom Townhouse	2.12
36	Two-Bedroom Triplex	2.02
37	Three-Bedroom Triplex	2.16
38	Two-Bedroom Triplex	2.02
39	Two-Bedroom Townhouse	2.15
40	Three-Bedroom Townhouse	2.16
41	H.	2.27
42	31	2.27
43	n .	2.24
44	Two-Bedroom Townhouse	2.22
45	n	2.15
46	Three-Bedroom Townhouse	2.16
47	11	2.19
48	Two-Bedroom Triplex	2.02
49	Three-Bedroom Triplex	2.16
50	Two-Bedroom Triplex	2.02

ARTICLE VI

ENLARGEMENT OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of Streamwood Estates and consisting of 50 units is intended to be the first stage of a multi-stage project to contain in its entirety approximately 340 apartments. Developer owns or is interested in certain additional land described as follows:

A parcel of land being part of the S.E. 1/4 of Section 20 and part of the S.W. 1/4 of Section 21, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan; being more particularly described as beginning at a point on the West line of Section 21 located distant N. 2° 09′ 01″ W. 60.02 ft. along said West section line from the S.W. 1/4 corner of said Section 21 to the proposed Northerly 60 ft. R.O.W. line of Hamlin Road; proceeding thence N. 86° 48′ 09" E. 261.49 ft. along said 60 ft. R.O.W. line; thence N. 3° 11′ 51" W. 173.00 ft.; thence N. 86° 48′ 09" E. 584.92 ft. to a point on the Northerly line of the Grand Trunk Railroad right-of-way 100 ft. wide; thence along the said Northerly right-of-way line N. 57° 03' 09" E. 106.33 ft. to a curve to the left, having a central angle of 10° 03' 18", radius of 5501.18 ft., chord bearing and distance of N. 52° 04' 06" E. 964.18 ft.; thence N. 0° 19' 46" E. 1562.62 ft. to the East and West 1/4 line of Section 21 also being the Southerly subdivision line of Eyster's Avon Estates Sub. recorded in Liber 58, Page 3 of Plats, Oakland County Records; thence along said E/W 1/4 line N. 84° 24′ 09″ W. 510.20 ft. to the East line of Christian Hills No. 3 Sub. recorded in Liber 83, Page 16 of Plats, Oakland County Records; thence S. 0° 43′ 00" W. 818.19 ft, along the said East line to the S.E. corner of said Christian Hills No. 3 Sub., thence N. 87° 06' 00" W. 100.00 ft. along the Southerly line of said Sub. to the approximate centerline of the Clinton River; thence along the approximate river centerline S. 50° 59′ 54″ W. 73.24 ft. and S. 7° 34′ 43″ W. 235.05 ft. and S. 50° 03′ 14″ W. 104.35 ft. and Due West 202.00 ft. and N. 17° 09′ 09″ W. 169.54 ft. and N. 65° 40′ 28″ W. 80.11 ft. and S. 62° 42′ 02" W. 104.66 ft, and S. 50° 22' 09" W. 377.84 ft. and S. 27° 17' 58" W. 104.66 ft. and S. 11° 02' 07" W. 245.54 ft. and S. 49° 52' 15" W. 175.74 ft. to a point on the West line of Section 21, thence continuing along the said approximate river centerline S. 72° 04′ 48″ W. 190.89 ft. and N. 68° 44′ 58″ W. 96.57 ft. to a point; thence leaving said approximate river centerline S. 86° 15' 17" W. 79.90 ft.; thence S. 3° 44' 43" E. 754.81 ft.; thence S. 89° 57' 21" E. 332.04 ft. along the proposed Northerly 60 ft. R.O.W. line of Hamlin Road to the point of beginning, said parcel containing 58.460 acres, less the land described in Article II.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than December 31, 1977, be increased

by the addition to this Condominium of any portion of the future development and the construction of residential units thereon. The nature and appearance of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various units; PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned to each apartment in Article V hereof be increased, nor shall the percentage of value assigned to each apartment in Article V hereof be diminished to less than 0.1 percent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the additional section or sections being added to the project by such amendment. All of the co-owners and mortgagees of apartments and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing apartments which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint 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; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the section established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said future development as a rental development, a separate condominium project (or projects) or any other form of development.

ARTICLE VII

EASEMENTS

A. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS

In the event any portion of an apartment or common element encroaches upon another apartment 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 of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any descruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any unit interior wall which supports a common element.

B. EASEMENTS RETAINED BY DEVELOPER

Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the condominium premises, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the condominium premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the condominium premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

ARTICLE VIII

AMENDMENT

Except as provided in preceding Articles as set forth above and in Exhibit "A" hereto, the Condominium Project shall not be terminated, vacated, revoked or abandoned or any of the provisions of this Master Deed or Exhibit "B" amended (but not Exhibit "A" hereto which may be amended as therein provided) unless all of the co-owners and the mortgages of all of the mortgages covering the apartments unanimously agree to such termination, vacation, revocation, abandonment or amendment by duly approved and recorded instruments; FURTHER, unless all holders of first mortgages on individual units in the project have given their prior written approval, the Association shall not partition or subdivide any unit or the common elements of the project; PROVIDED, HOWEVER, that prior to the first annual meeting of members of the Association, the Developer may with the approval of the Michigan Department of Commerce (but without the consent of any co-owner or any other person) amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner in the project.

WITNESSES:	STREAMWOOD ESTATES, a Michigan co-partnership
/s/ Robert S. Mobley Robert S. Mobley	By: /s/ Donald G. Van Every Donald G. Van Every , a Partner
/s/ Mary D. Dotson Mary D. Dotson	
STATE OF MICHIGAN) SS. COUNTY OF OAKLAND)	
On this 22nd day of May before me by Donald G. Van Every co-partnership, on behalf of the partnership.	, 1974, the foregoing Master Deed was acknowledged a Partner of Streamwood Estates, a Michigan
,	/s/ Robert S. Mobley Robert S. Mobley Notary Public, Oakland County, Michigan My commission expires: 11-1-25
MASTER DEED DRAFTED BY: Morris H. Goodman of DYKEMA, GOSSETT, SPENCER, GOOD! 2700 City National Bank Building Detroit, Michigan 48226	NOW & TRIGG

WHEN RECORDED, RETURN TO DRAFTER.

EXHIBIT A CONDOMINIUM BYLAWS STREAMWOOD ESTATES

ARTICLE I

ASSOCIATION OF CO-OWNERS

- Section 1. Streamwood Estates, a condominium project, located in the Township of Avon, Oakland County, Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the condominium project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any apartment therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.
- Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:
 - (a) Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.
 - (b) The share of a co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his apartment in the Condominium.
 - (c) Except as limited in these Bylaws, each co-owner shall be entitled to one vote for each apartment owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the apartments owned by such co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.
 - (d) No co-owner, other than the developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of an apartment in the condominium project to the Association. No co-owner, other than the developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative.
 - (c) Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the apartment or apartments owned by the co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the co-owner. Such notice shall be signed and dated by the co-owner. The individual representative designated may be changed by the co-owner at any time by filing a new notice in the manner herein provided.
 - (f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners.
 - (g) The presence in person or by proxy of thirty-five (35%) percent in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

- (h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.
- (i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.
- (j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.
- Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the co-owners. Such accounts shall be open for inspection by the co-owners during reasonable working hours. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The costs of any such audit and any accounting expenses shall be expenses of administration.
- Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors, designated in the Articles of Incorporation of the Association and any successors thereto elected by the developer prior to the First Annual Meeting of Members held pursuant to Section 6 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.
 - (a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:
 - (1) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.
 - (2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
 - (3) To carry insurance and collect and allocate the proceeds thereof.
 - (4) To rebuild improvements after casualty.
 - (5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.
 - (6) To approve or disapprove proposed purchasers or lessees of any apartment in the manner specified in the Condominium Bylaws.
 - (7) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any apartment in the condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any apartment in the condominium for use by a resident manager.
 - (8) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.

- (9) To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.
- (10) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
 - (11) To enforce the provisions of the Condominium Documents.
- (b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association.
- (c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium documents.
- Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all co-owners in number and in value.
- The First Annual Meeting of the Members of the Association may be convened Section 6. only by Developer and may be called, in Developer's discretion, at any time after fifty (50%) percent in value and in number of all units in all phases of development in the Condominium (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than one hundred twenty (120) days after eighty (80%) percent of all units in all phases of development in the Condominium have been sold and the purchasers thereof qualified as members of the Association or thirty-six (36) months after recordation of the Master Deed, whichever first occurs. The date, time and place of such First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. Within one year after recordation of the Master Deed, there shall be established an Advisory Committee of three (3) non-Developer co-owners. The Advisory Committee may, in the first instance, be appointed by the Directors of the Association. If the Board of Directors so determines or if more than twenty (20%) percent in number and value of the non-Developer co-owners shall so petition in writing, then a special meeting of the non-Developer co-owners shall be held and the members of the Advisory Committee elected at such meeting. The members of the Advisory Committee shall serve for a period of one year or until their successors are elected. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer co-owners until the First Annual Meeting of Members is held in accordance with the provisions hereof. The Advisory Committee shall cease to exist automatically upon the election of Directors at the First Annual Meeting of Members. The temporary Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be no more than four such meetings per year unless both entities agree. Developer may call additional meetings of members of the Association for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting (or any special meeting held for the purpose of electing the members of the Advisory Committee) shall be construed as the First Annual Meeting of Members.

ARTICLE II ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and

personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Sections 13 and 15 of Public Act 229 of 1963, as amended; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium shall be receipts of administration.

Section 3. Assessments shall be determined in accordance with the following provisions:

- (a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each co-owner and the assessment for said year shall be established, based upon said budget, although the delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not exceeding \$1,000 annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.
- (b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$1,000 per year, (2) assessments for the purchase or lease of an apartment in the Condominium project pursuant to Article VI, Section 13, (3) assessments to purchase an apartment upon foreclosure of the lien for assessments described in Section 6 hereof, (4) assessments to purchase an apartment for use as a resident manager's apartment or (5) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all co-owners in value and in number.
- Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each apartment in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to an apartment. Assessments shall be due and payable at such times as the Association shall determine, commencing with acceptance of a deed to an apartment or with acquisition of fee simple title to an apartment by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his apartment which may be levied while such co-owner is the owner thereof.
- Section 5. No co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his apartment.
- Section 6. The Association may enforce collection of delinquent assessments by suit at law for a money judgment or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. In an action for foreclosure, receiver may be appointed to collect a reasonable rental for the apartment from the co-owner thereof any persons claiming under him. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default, and shall be secured by the lien on his apartment. The Association may also discontinue the furnishing of any utilities or other services to a co-owner

in default upon seven (7) days' written notice to such co-owner of its intent to do so. A co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

- Section 7. Notwithstanding any other provisions of the condominium documents, the holder of any first mortgage covering any apartment in the project which comes into possession of the apartment pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).
- Section 8. During the period up to the time of the First Annual Meeting of Members held in accordance with the provisions of Article I, Section 6 hereof, the Developer of the condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. Developer, however, shall during the period up to the time of the First Annual Meeting pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed apartments owned by Developer at the time the expense is incurred to the total number of completed apartments in the Condominium. In no event shall Developer be responsible for payment, until after said First Annual Meeting, of any assessments, for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied units owned by it. "Occupied Unit" shall mean a unit used as a residence. "Completed Apartment" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

ARTICLE III

ARBITRATION

- Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.
- Section 2. No co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.
- Section 3. Election by co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

- Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:
 - (a) All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain insurance coverage at his own expense upon his apartment. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his apartment or elsewhere on the Condominium and for his personal liability for occurrences within his apartment or upon limited common elements appurtenant to his apartment, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association.

- (b) All common elements of the Condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any apartment and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within an apartment which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his apartment shall be covered by insurance obtained by and at the expense of said co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of the assessments against said co-owner under Article II hereof.
- (c) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.
- Section 2. Each co-owner, by ownership of an apartment in the Condominium project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium project, his apartment and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

- Section 1. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:
 - (a) If the damaged property is a common element or an apartment, the property shall be rebuilt or repaired if any apartment in the condominium is tenantable, unless it is determined that the condominium shall be terminated.
 - (b) If the condominium is so damaged that no apartment is tenantable, the damaged property shall not be rebuilt unless seventy-five (75%) percent or more of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.
- Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the project to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.
- Section 3. If the damage is only to a part of an apartment which is the responsibility of a co-owner to maintain and repair, it shall be the responsibility of the co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.
- Section 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his apartment, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light

fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the co-owner and the mortgagee jointly.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to an apartment caused by such common elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. The following provisions shall control upon any taking by eminent domain:

- (a) In the event of any taking of an entire apartment by eminent domain, the co-owner of such apartment shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall be divested of all interest in the Condominium project. In the event that any condemnation award shall become payable to any co-owner whose apartment is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such co-owner. If only a part of any apartment is taken, the Association shall rebuild the same as is necessary to make it habitable and remit the balance of the condemnation proceeds pertinent to such apartment to the owner thereof.
- (b) If there is any taking of any portion of the Condominium other than any apartment the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty (50%) percent of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners in accordance with their respective percentages of value set forth in Article V of the Master Deed.
- (c) In the event the Condominium project continues after taking by eminent domain, then the remaining portion of the Condominium project shall be re-surveyed and the Master Deed amended accordingly, and, if any apartment shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the project.

ARTICLE VI

RESTRICTIONS

Section 1. No apartment in the condominium shall be used for other than single-family residence purposes (except that persons not of the same immediate family residing together may occupy an apartment with written consent of the Board of Directors which consent shall not be unreasonably withheld) and the common elements shall be used only for purposes consistent with the use of single-family residences. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage, or legal adoption. No child less than fourteen (14) years of age may reside permanently (over 30 days) in a garden apartment. No family with more than two children may occupy wo-bedroom garden apartment, townhouse or triplex and no family with more than three children may occupy a three-bedroom garden apartment, townhouse or triplex as such are designated in Article V-C of the Master Deed. In the event that a violation of this section by a family in occupancy of an apartment results from the birth or adoption of a child, this restriction shall be suspended as to such family for a period of one year to enable the family a reasonable time within which to vacate such apartment.

- Section 2. A Co-owner may lease his apartment for the same purposes set forth in Section 1 of this Article VI, provided that written approval (which approval shall not be unreasonably withheld) of such lease transaction is obtained from the Board of Directors of the Association in the same manner required in sales transactions as specified in Section 13 of this Article VI. No rooms in an apartment may be rented and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association.
- Section 3. No co-owner shall make alterations in exterior appearance or make structural modifications to his apartment (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs soundconditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.
- Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any apartment or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No co-owner shall do or permit anything to be done or keep or permit to be kept in his apartment or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.
- No animal, including household pets, shall be kept in garden apartments without the prior written consent of the Board of Directors which consent, if given, shall be revocable at any time by the Board, except that an owner-occupant who owns one (1) dog or one (1) cat at the time of taking occupancy of his garden apartment may maintain such dog or cat in the condominium; provided, that the dog or cat shall not exceed twenty (20) pounds in weight at the time of taking occupancy nor shall it be of an age or breed reasonably expected to exceed twenty (20) pounds thereafter; provided, further, that when such dog or cat dies or is otherwise disposed of, it may not be replaced without the prior written consent of the Board. No animals, except one dog or one cat which shall not exceed 20 pounds in weight, shall be maintained by any co-owner of a triplex unless specifically approved in writing by the Board of Directors. No animals, except one dog and one cat which shall not exceed 35 pounds in weight, shall be maintained by any co-owner of a townhouse unless specifically approved in writing by the Board of Directors. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. (No animal may be permitted to run loose at any time upon the common elements and any animal shall at all times be attended by some responsible person while on the common elements, limited or general. No savage or dangerous animal shall be kept and any co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. No outside pet houses, pens or runways will be permitted in the Condominium. Deposits of fecal matter shall be made only in those areas specifically designated for such purpose by the Association. The Association may charge all co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines by a majority vote of the Board of Directors, to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.
- Section 6. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such ort period of time as may be reasonably necessary to permit periodic collection of trash. The common aments shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by a co-owner either in his apartment or upon the common elements, which spoils the appearance of the Condominium.
- Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, hallways, stairs, balconies, patios and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches

may be left unattended on or about the common elements. Use of any recreational facilities in the Condominium by children may be limited to such times and in such manner as the Association shall determined by duly adopted regulations.

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless approved by the Board of Directors or unless parked in the garage assigned to the co-owner who owns the vehicle described above. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each co-owner shall park his car in the garage space provided therefor and shall park any additional car which he owns in the limited common element spaces shown on Exhibit "B". Cars parked in the limited common element garage of the garden apartments shall be parked in such manner as to permit the closing of the garage doors and keeping the walkway in front of the cars open at all times. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium premises. The Association may assign general common element parking spaces for the use of the co-owners of a particular apartment or apartments in an equitable manner in the event that there arises a shortage of parking spaces in the condominium project and may make such other reasonable rules regarding parking as it deems necessary.

Section 9. No co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of an apartment or on the common elements, including "For Sale" signs, without written permission from the Association and the Developer.

Section 11. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 6 of these Bylaws. All regulations made by the First Board of Directors shall not be effective until approved by the Michigan Department of Commerce. All copies of such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all co-owners in number and in value except that the co-owners may not revoke any regulation or amendment prior to said first annual meeting of the entire Association.

Section 12. The Association or its duly authorized agents shall have access to each apartment and any limited common elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each apartment and any limited common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another apartment. It shall be the responsibility of each co-owner to provide the Association means of access to his apartment and any limited common elements appurtenant thereto during all periods of absence and in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his apartment and any limited common elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. No co-owner may dispose of an apartment or any interest therein by sale or lease without written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

(a) A co-owner intending to make a sale or lease of an apartment, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association shall reasonably require. At the time of giving such notice, such co-owner shall also furnish the Association copies of all instruments setting forth the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and a representation by such co-owner to the Association and to any purchaser or lessee produced by the Association that the co-owner believes the proposed sale or lease to be bona fide in all respects. The selling or leasing co-owner shall be responsible to the Association for any damages suffered by it in exercise

of its rights hereunder and, in the event any proposed sale is not bona fide, such damages to include (but not be limited to) the difference between the price or rent paid by the Association for the apartment and the fair market or rental value thereof.

- (b) Within twenty (20) days after receipt of such notice of intention to sell or lease, the Association shall either approve the transaction or furnish a purchaser or lessee satisfactory to it (and give notice thereof to the selling or leasing co-owner) who will immediately execute a contract of sale or lease upon terms as favorable to the seller or lessor as the terms furnished with the notice. During said twenty (20) day period, the Association shall have the right to show the unit to prospective purchasers and lessees. A purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval by the Association within which to close the transaction. Such seller or lessor shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. In case of sale, the approval of the Association shall be in recordable form, signed by any authorized officer of the Association, and shall be delivered to the purchaser. Failure of the Association to either approve such sale or lease or to furnish an appropriate substitute purchaser or lessee within such twenty (20) day period for any reason whatsoever shall be deemed to constitute approval, following which the Association shall, nevertheless, prepare and deliver written approval, and in the event of sale, in recordable form.
- (c) In the event a sale or lease transaction is consummated between a co-owner and any proposed purchaser or lessee upon any basis other than as disclosed to the Association, the Association shall then have the same rights to disapprove the transaction and to furnish a purchaser or lessee satisfactory to it as are expressed immediately above in subsections (a) and (b) of this Section 13 and such rights to disapprove and furnish a purchaser shall expire twenty (20) days after the directors of the Association receive knowledge at a Directors' Meeting of the actual terms of the transaction or one (1) year after consummation of the original transaction, whichever occurs first.
- (d) This Section shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage on any unit in the Project; nor shall this Section apply to any subsequent sale by any holder of a first mortgage on any unit in the Project which acquired title to, or came into possession of, the apartment covered by such mortgage pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure.
- (e) Developer shall not be subject to this Section 13 in the sale or lease of any apartment following establishment of the Condominium.
- Section 14. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements unless approved by the Association in writing.
- Section 15. No unsightly condition shall be maintained upon any porch, patio or balcony and only furniture and equipment consistent with ordinary porch, patio or balcony use shall be permitted to remain there during seasons when porches, patios and balconies are reasonably in use and no furniture or equipment of any kind shall be stored on porches, patios and balconies during seasons when porches, patios and balconies are not reasonably in use.
- Section 16. Each co-owner shall maintain his apartment and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any apartment which are appurtenant to or which may affect any other apartment. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in Article II hereof.
- Section 17. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein

and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the construction and sales period shall be deemed to continue so long as Developer owns any apartment which he offers for sale. Until all apartments in the entire Condominium project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model apartments, storage areas, reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable construction and sale of the entire project by Developer. During the construction and sales period, Developer shall have full right to utilize all or any portion of the community building for office and sales purposes or any other purposes reasonably incident to the development and sale of the project; provided, however, that during such period as Developer continues to use the community building or any portion thereof for a sales office, it shall bear the expenses of maintenance of such building.

ARTICLE VII

MORTGAGES

- Section 1. Any co-owner who mortgages his apartment shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Apartments." The Association may, at the written request of a mortgagee of any such apartment, report any unpaid assessments due from the co-owner of such apartment. The Association shall give to the holder of any first mortgage covering any unit in the project written notification of any default in the performance of the obligations of the co-owner of such apartment that is not cured within 30 days.
- Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

ARTICLE VIII

AMENDMENTS

- Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members or by instrument in writing signed by them.
- Section 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.
- Section 3. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of more than sixty (60%) percent of all co-owners in number and in value.
- Section 4. Prior to the first annual meeting of members, these Bylaws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce to make such amendments as shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.
- Section 5. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon approval of the same by the State of Michigan and recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located. Without the prior written approval of all first mortgagees interested in the project, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article II, Section 7, Article V, Section 6(c), Article VI, Section 13(d), Article VII, Section 1 or Article VIII, Section 5.
- Section 6. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption.

ARTICLE IX

COMPLIANCE

The Association of co-owners and all present or future co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject

to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Statute, the Statute shall govern.

ARTICLE X

DEFINITIONS

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

ARTICLE XI

REMEDIES FOR DEFAULT

- Section 1. Any default by a co-owner shall entitle the Association or another co-owner or co-owners to the following relief:
 - (a) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved co-owner or co-owners.
 - (b) In any proceeding arising because of an alleged default by any co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any co-owner be entitled to recover such attorneys' fees.
 - (c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any apartment, where reasonably necessary, and summarily remove and abate, at the expense of the co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.
- Section 2. The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such co-owner to enforce such right, provisions, covenant or condition in the future.
- Section 3. All rights, remedies and privileges granted to the Association or any co-owner or co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XII

SEVERABILITY

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

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN

EXHIBIT B TO THE MASTER DEED OF

STREAMWOOD ESTATES AVON TOWNSHIP

.A CONDOMINIUM .MICHIGAN

DEVELOPER STREAMWOOD ESTATES, A MICHIGAN COPARTNERSHIP 30233 SOUTHFIELD RD. SOUTHFIELD . MICHIGAN

SURVEYOR PATE . HIRN & BOGUE INC. 17000 TWELVE MILE ROAD SOUTHFIELD . MICHIGAN

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE S.E. I/4 OF SECTION 20 AND PART OF THE S.W. 1/4 OF SECTION 21, T.3N., R.11 E., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N 1°34'36"W. 60.02 FT. ALONG THE WEST LINE OF SAID SECTION 21 TO A POINT ON THE NORTHERLY 60 FT. ROW. LINE OF HAMLIN ROAD AND N.89°57'18"W. 1829 FT. ALONG THE SAID NORTHERLY ROW. LINE OF HAMLIN ROAD, AND N.2°51'34"E. 125.36 FT. TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 500.00 FT, AN ARC LENGTH OF 109.59 FT. A CENTRAL ANGLE OF 12°33'28"A CHORD BEARING AND DISTANCE OF N.3°25'10"W. 109.37 FT. AND N.9"41"54"W. 70.00 FT. AND N.1"43"35"E. 190.16 FT. FROM THE S.W. CORNER OF SAID SECTION 21, PROCEEDING THENCE N.39°05 06 W. 296.59 FT. TO THE APPROXIMATE CENTER LINE OF THE CLINTON RIVER; THENCE ALONG THE SAID APPROXIMATE CENTER LINE OF THE CLINTON RIVER N.72°04'48"E. 190.89 FT. TO A POINT ON THE WEST LINE OF SAID SECTION 21; THENCE CONTINUING ALONG THE SAID APPROXIMATE CENTER LINE OF THE CLINTON-RIVER N.49°52'15"E.175,74 FT. AND N.11°02'07"E.245,54 FT. AND N.27°17'58"E. 104.66 FT AND N.50°22'09"E.377.84 FT AND N.62°42'02"E. 104.66 FT. AND S.65°40'28"E. 80.11 FT. AND S.17°09'09"E 169.54 FT. TO A POINT; THENCE LEAVING SAID APPROXIMATE CENTER LINE OF THE CLINTON RIVER S.0°29'09"W 168.25 FT.; THENCE S.5°07'13"W. 165.83 FT.; THENCE S.9°12'38"E. 100.00 FT.; THENCE S.84°33'06"W 310.36 FT. TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 480.00 FT. , AN ARC LENGTH OF 598.17 FT., A CENTRAL ANGLE OF 71°24'03", A CHORD BEARING AND DISTANCE OF \$.48°51'05"W. 560 21 FT. TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 8.226 ACRES

AND.

A PARCEL OF LAND BEING PART OF THE S.W. I/4 OF SECTION 21, T.3 N., R.I I E., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N. 1°34'36"W. 60.02 FT. ALONG THE WEST LINE OF SAID SECTION 21 TO A POINT ON THE NORTHERLY 60 FT. ROW. LINE OF HAMLIN ROAD AND N.89°57'18"W. 18.29 FT. ALONG THE SAID NORTHERLY R.O.W. LINE OF HAMLIN ROAD AND N 2°51'34"E, 125.36 FT. TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 500.00 FT., AN ARC LENGTH OF 109.59 FT. A CENTRAL ANGLE OF 12°33'28"A CHORD BEARING AND DISTANCE OF N.3°25'10"W, 109.37 FT. AND N.9°41'54"W, 70.00 FT. AND N.1°43'35"E. 190.16 FT. AND S.44°15'20"E. 73.43 FT. FROM THE S.W. CORNER OF SAID SECTION 21 , PROCEEDING THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FT. AN ARC LENGTH OF 401.32 FT., A CENTRAL ANGLE OF 54°44'51" A CHORD BEARING AND DISTANCE OF N.35°07'14"E. 386.23" FT., THENCE S.40°11'54"E. 280.73 FT.; THENCE S.49°48 '06"W. 259.36 FT., THENCE N.72°11'54"W. 215.60 FT. TO THE POINT OF BEGINNING SAID PARCEL CONTAINING 2.030 ACRES.

CERTIFICATE OF APPROVAL OF THE MASTER DEED

THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF THE MASTER DEED OF STREAMWOOD ESTATES A COND-OMINIUM . WAS ISSUED TODAY PURSUANT TO ACT 229, PUBLIC ACTS OF 1963, AS AMENDED.

5/14/14 DATE



HUGH H. MAKENS, DIRECTOR CORPORATION AND SECURITIES BUREAU DEPARTMENT OF COMMERCE

NOTE

BUILDING ELEVATIONS ARE SHOWN IN DETAIL ON MICROFILMED ARCHITECTURAL WORKING DRAWINGS ON FILE WITH THE MICH-IGAN DEPARTMENT OF COMMERCE, SECURITIES BUREAU.

ATTENTION: COUNTY REGISTRAR OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT. IT MUST BE PROPERLY SHOWN IN THE TITLE AND THE VARIOUS CERTIFICATES ON THIS SHEET.

PLAN CERTIFICATE

JOHN F. DEBUSSCHER HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS COUNTY CONDOMINIUM SUBDIVISION PLAN NO._ AS SHOWN ON THE ACCOMPANYING DRAWINGS WAS PREPARED UNDER MY DIRECTION, AND THAT THE ATTACHED DRAWINGS OF BUILDINGS AND IMPROVEMENTS ARE PROPOSED

DATE

John R. De Breachen JOHN F. DEBUSSCHER REGISTERED LAND SURVEYOR REGISTRATION No.10684 17000 TWELVE MILE ROAD SOUTHFIELD, MICHIGAN 48076

SHEET INDEX

- COVER SHEET
- SURVEY PLAN UTILITY PLAN
- SITE PLAN
- TOWNHOUSE FLOOR PLAN TYPICAL UNIT A . AA REVERSE
- TOWNHOUSE FLOOR PLAN TYPICAL UNIT B, BB REVERSE TOWNHOUSE FLOOR PLAN TYPICAL UNIT C.CC REVERSE
- CROSS & LONGITUDINAL SECTIONS, TOWNHOUSE TYP UNITS A, B & C CROSS SECTIONS, TOWNHOUSE TYP UNITS BAC BBACC REV
- PERIMETER PLAN BLDGS, 12 8 13.
- PERIMETER PLAN BLDGS. 14 & 15.
- PERIMETER PLAN BLDGS, 16 & 18. 12.
- PERIMETER PLAN BLDGS. 19 8 20
- TRIPLEX FLOOR PLAN TYPICAL UNIT X , XX REVERSE
- TRIPLEX FLOOR PLAN TYPICAL UNITY, YY REVERSE
- TRIPLEX FLOOR PLAN TYPICAL UNITZ , ZZ REVERSE,
- CROSS & LONGITUDINAL SECTIONS, TRIPLEX TYPICAL UNITS XY & Z
 CROSS SECTIONS, TRIPLEX TYP UNITS X & Z
 UNITS XX Y & Z
 REV.
- PERIMETER PLAN BLDG.17. 19
- PERIMETER PLAN BLDG 21 20
- 21. FIRST FLR. PLAN BLDG. 36,37 8.38
- SECOND FLR PLAN BLDG 36.37838 FIRST FLR. PLAN BLDG 39 8 40 23
- 24. SECOND FLR. PLAN BLDG 39840
- CROSS 8 LONGITUDINAL SECTION BLDG 36,37,38,39 8 40 TYPICAL

12 '3

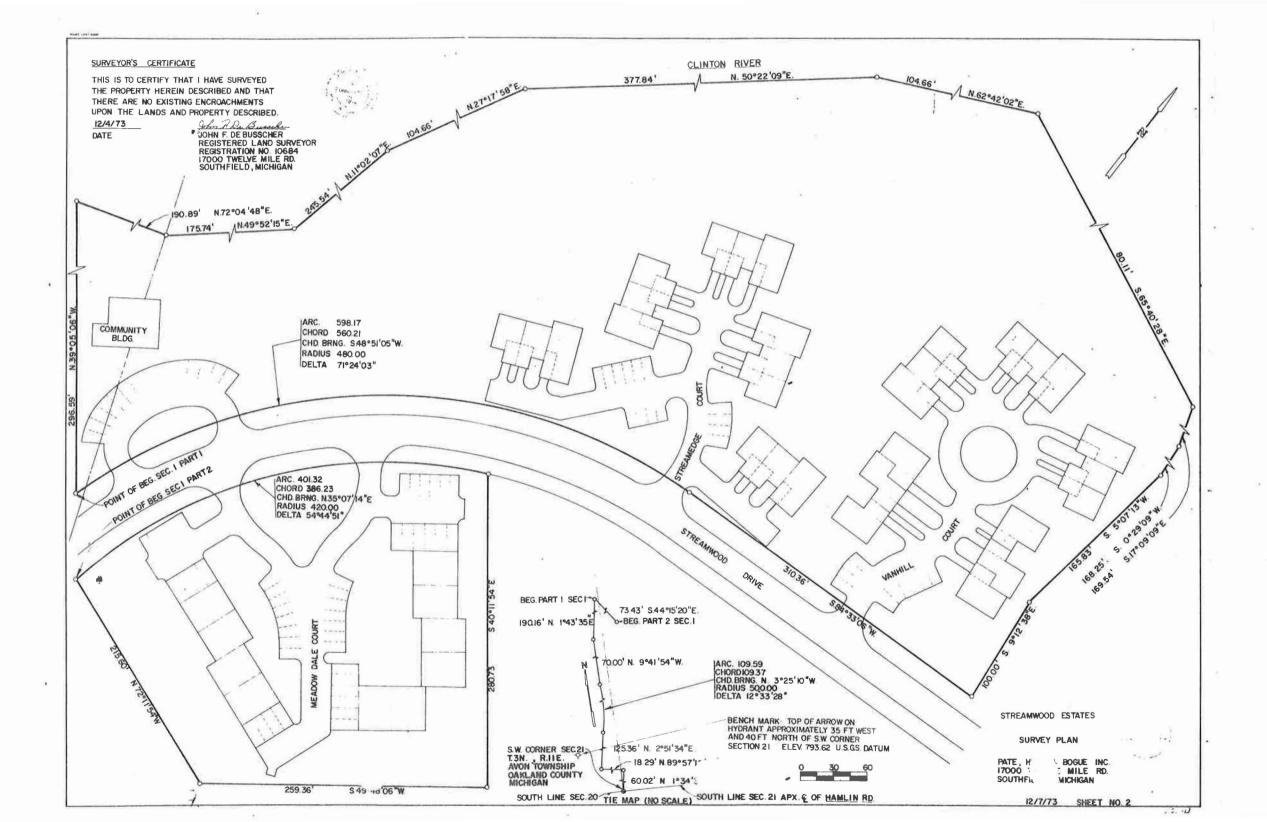
SURVEYOR'S CERTIFICATE

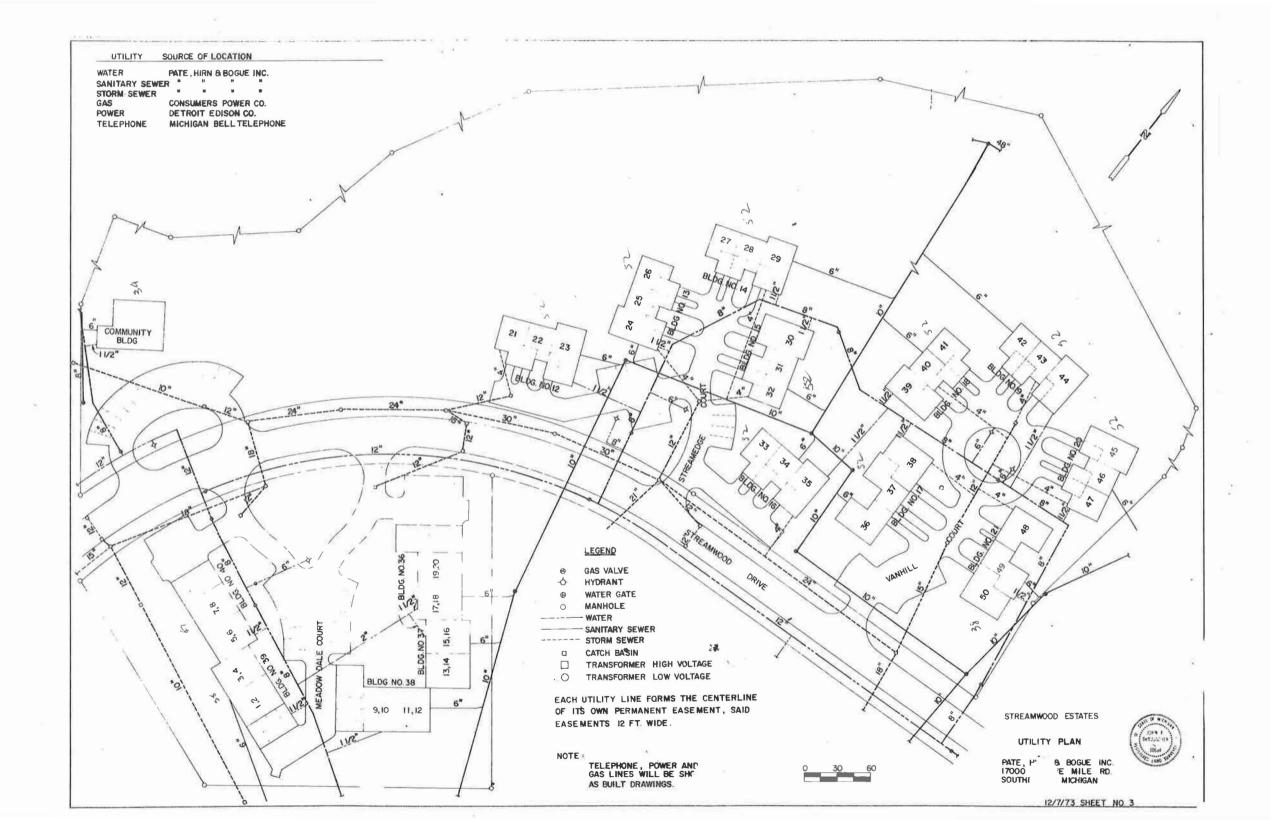
I, JOHN F. DEBUSSCHER , HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No___, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

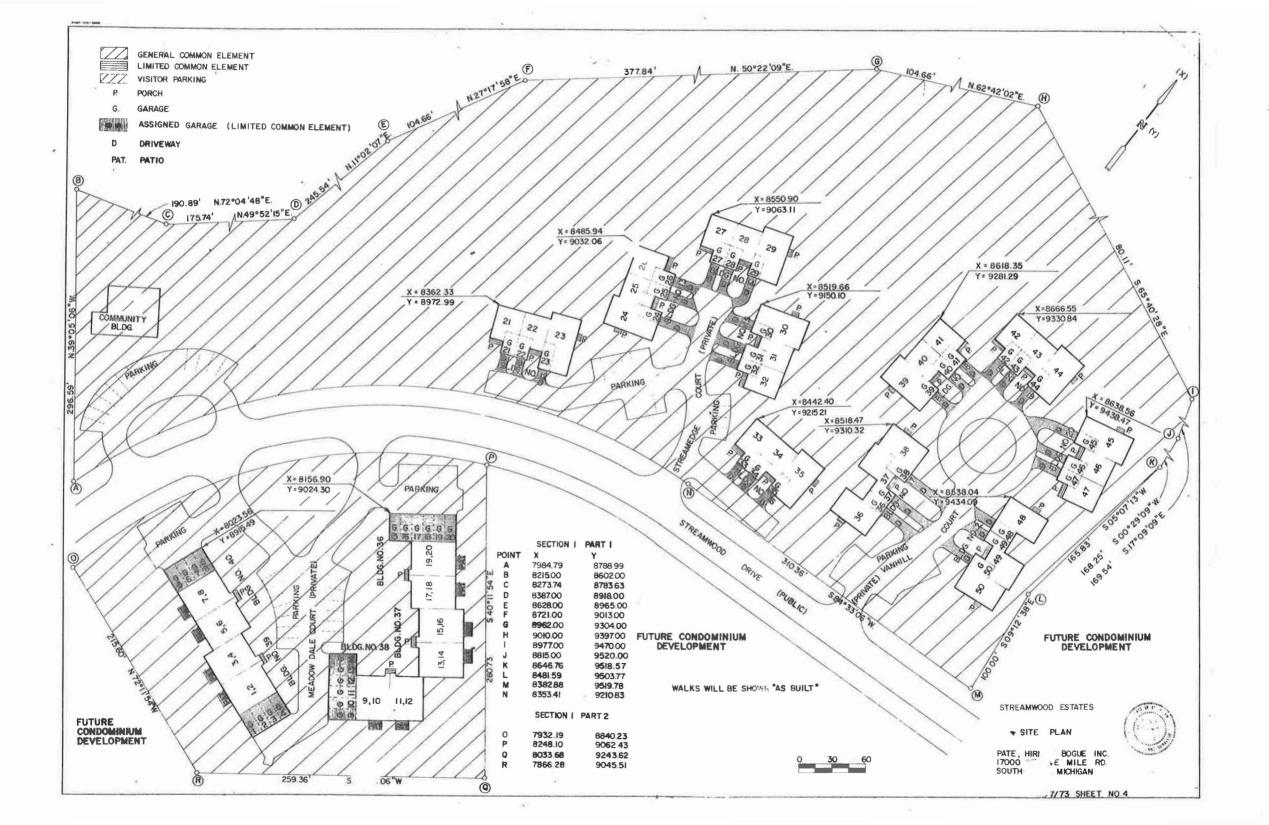
I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH, IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (6) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.

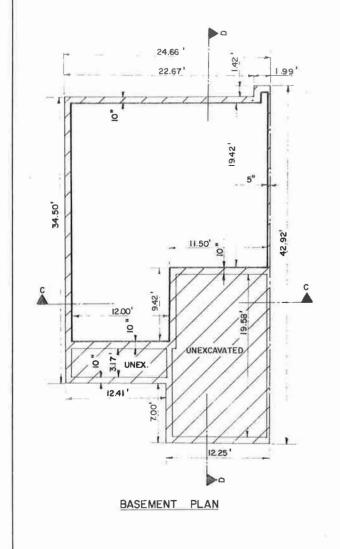
12/7/13 DATE

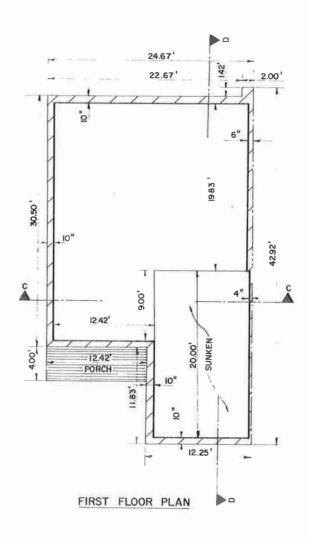
John Ti De Bussele JOHN F. DEBUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO 10684 YOO TWELVE MILE ROAD UTHFIELD, MICHIGAN 48076



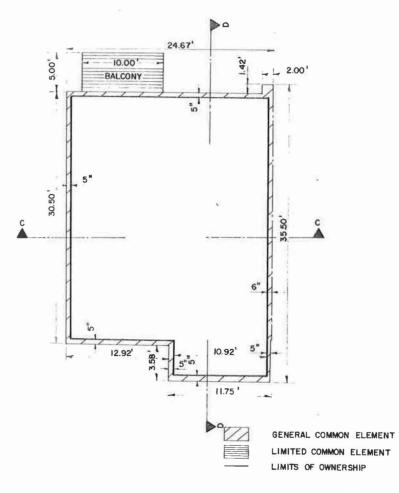








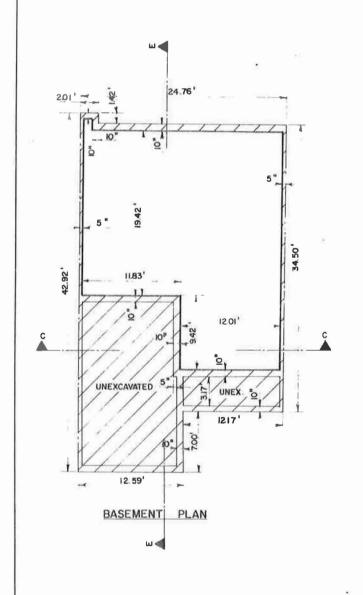
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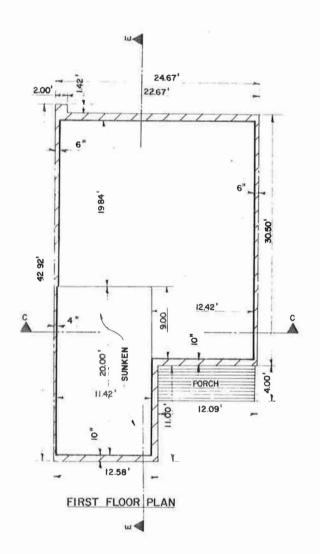




2,108 88SQ FT 15,99455 CU FT STREAMWOOD ESTATES
TOWNHOUSE FLOOR PLAN
TYPICAL
UNITA, AA REVERSE
PATE, HIRN B. BOGUE INC.
17000 " MILE RD.
SOUTHF MICHIGAN

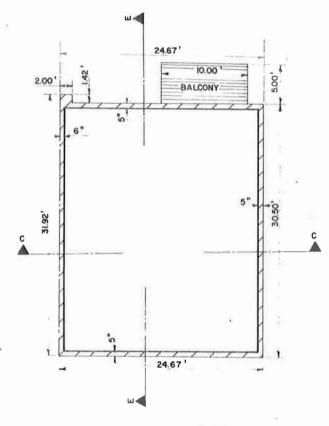
12/7/73 SHEET NO. 5





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SECOND FLOOR PLAN



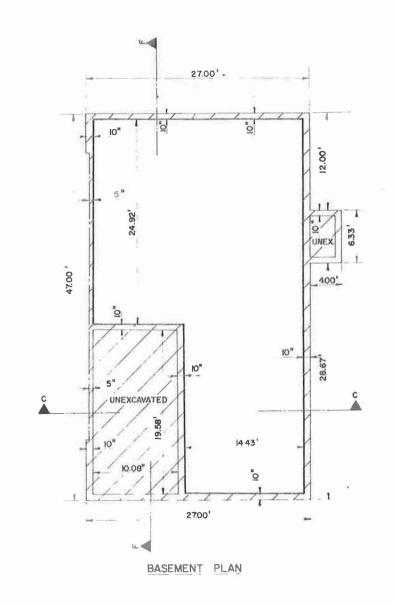


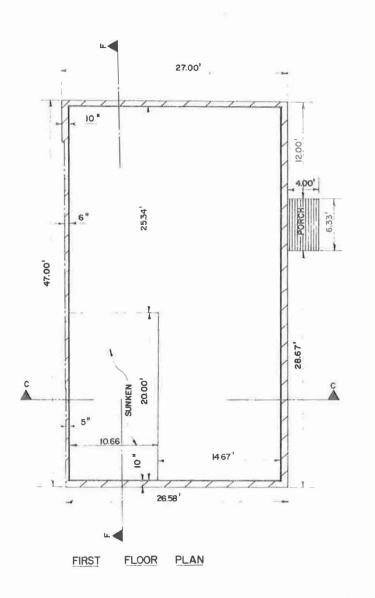
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
LIMITS OF OWNERSHIP



2,095.56 SQ FT 15,883.59 CU FT STREAMWOOD ESTATES
TOWNHOUSE FLOOR PLAN
TYPICAL
UNITB , BB REVERSE
PATE, HIRN & BOGUE INC.
17000 TWELVE MILE RD.
SOUTHFIF MICHIGAN

12/7. JHEET NO





2,082.60 SQ FT. 15,925.41 CU.FT



GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

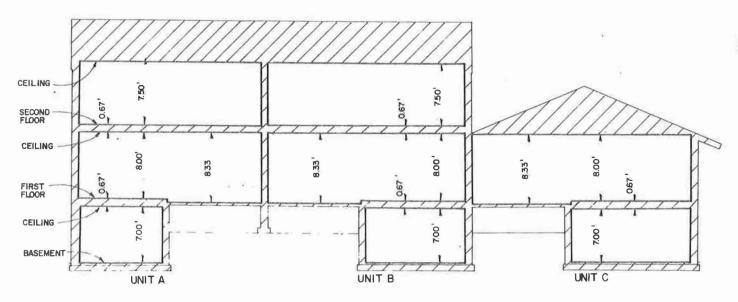


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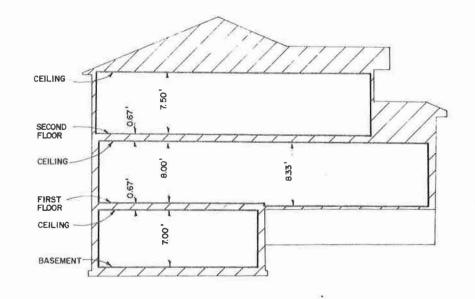
STREAMWOOD ESTATES TOWNHOUSE FLOOR PLAN TYPICAL UNIT C , CC REVERSE

PATE, H' | BOGUE INC. 17000 | MILE RD. SOUTHFIL , ICHIGAN

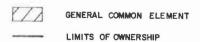
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SECTION C-C UNITS A,B & C



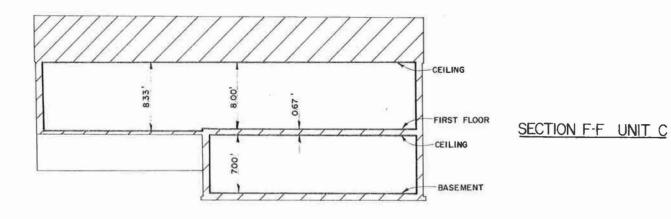
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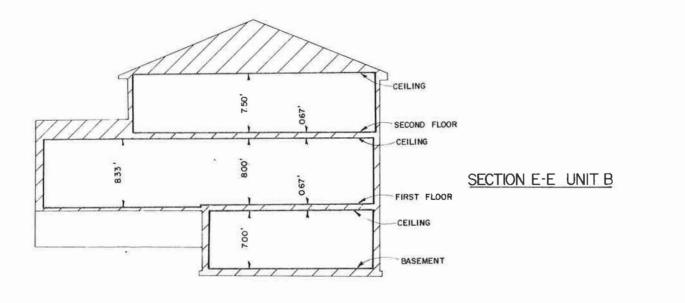




STREAMWOOD ESTATES

CROSS SECTION & LONGITUDINAL SECTION - TOWNHOUSE TYP.
UNITS A,B &C
(UNITS AA,' C REVERSE)
PATE, HIF JUE INC.
17000 TV. (LE RD.
SOUTHFIELD, mtc-HIGAN
12/7/73 SHEET NO. 8





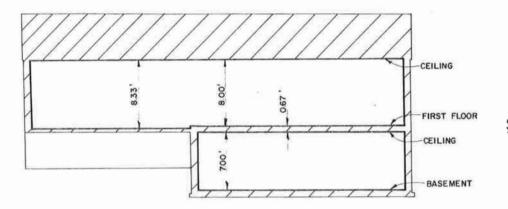
GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

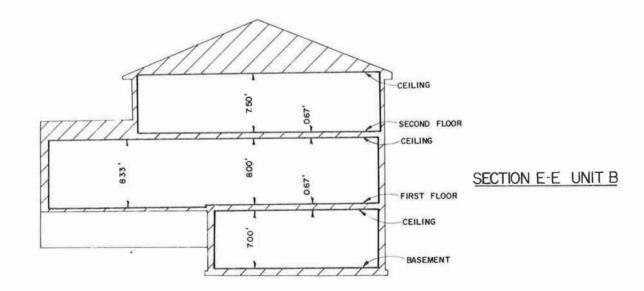
O 5 10 15

STREAMWOOD ESTATES

CROSS SECTION
TOWNHOUSE TYP
UNITS BB &C
(UNITS BB &CC REVERSE)
PATE, HIRM & BOGUE INC.
17000 MILE RD.
SOUTHF, MICHIGAN
12/11.5 SHEET NO. 9



SECTION F-F UNIT C



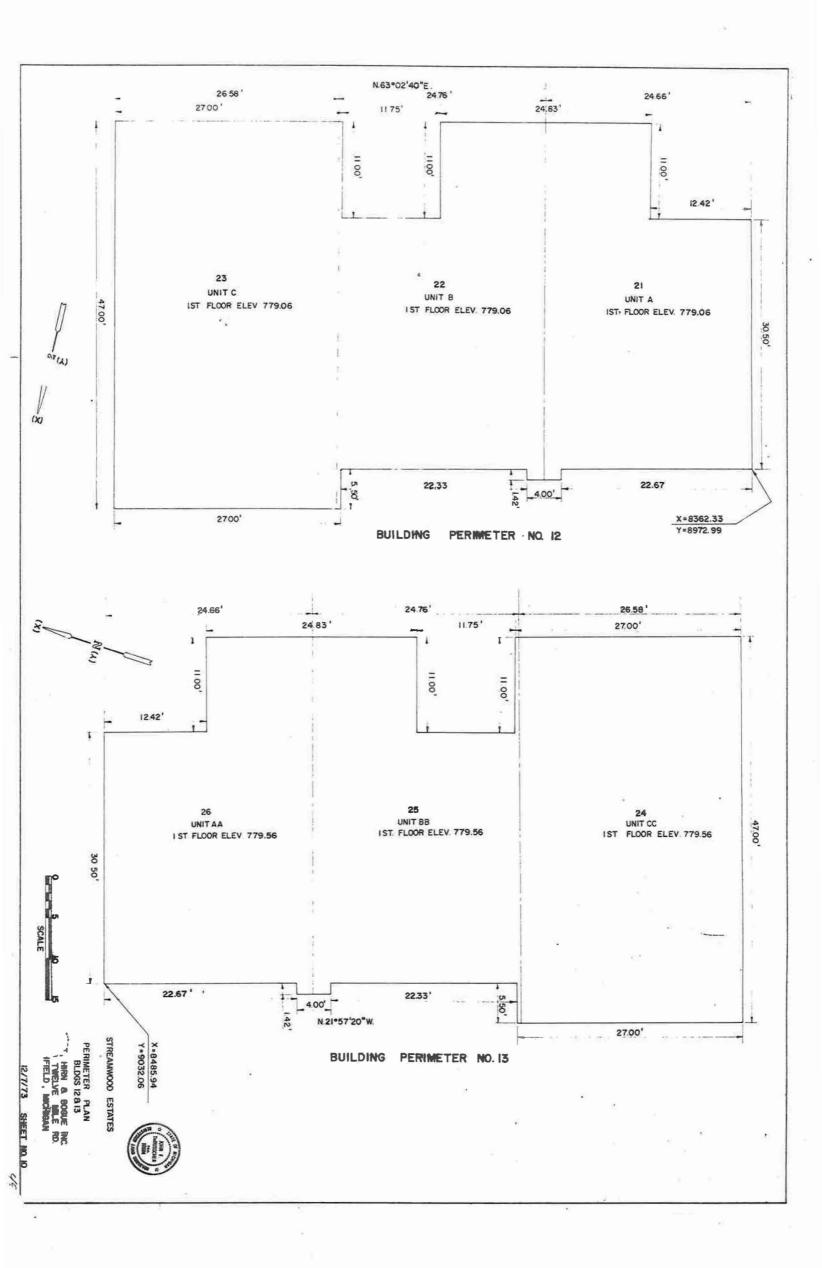
GENERAL COMMON ELEMENT

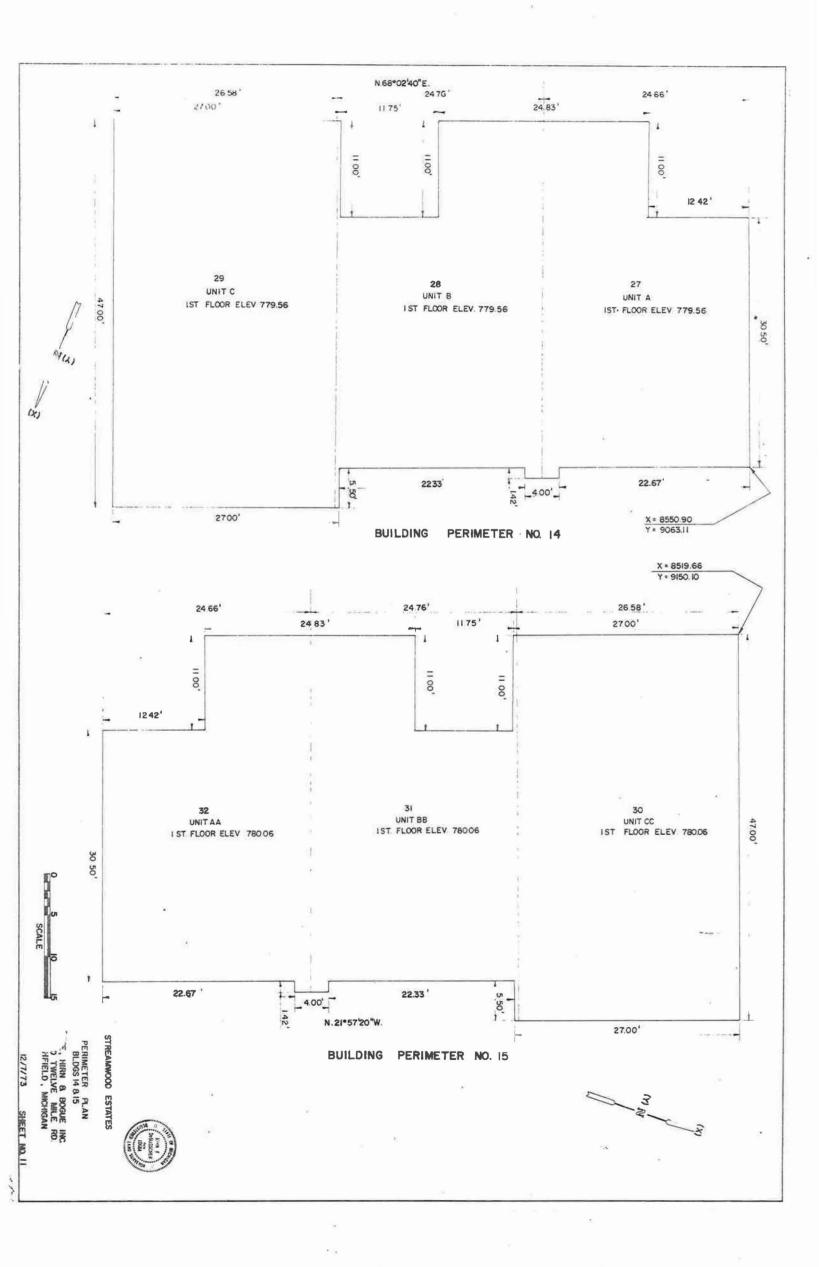
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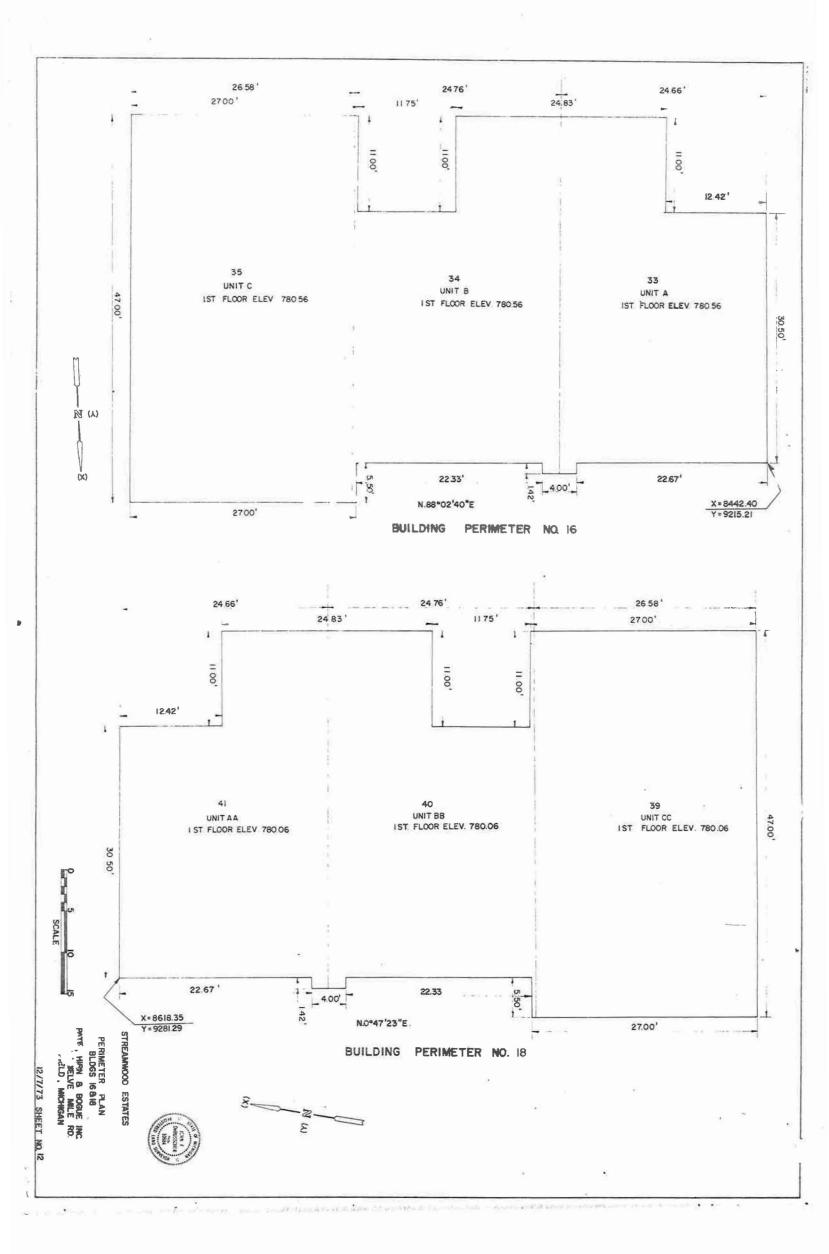


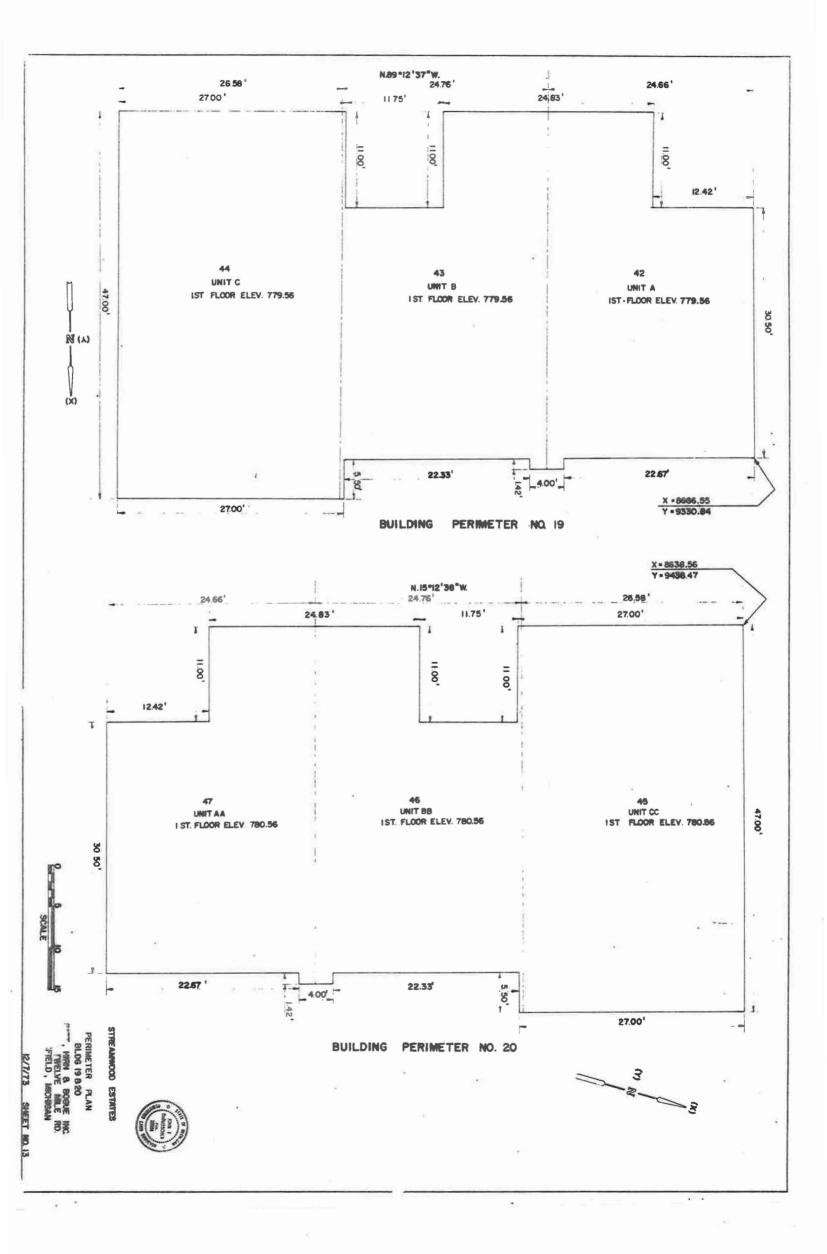
STREAMWOOD ESTATES

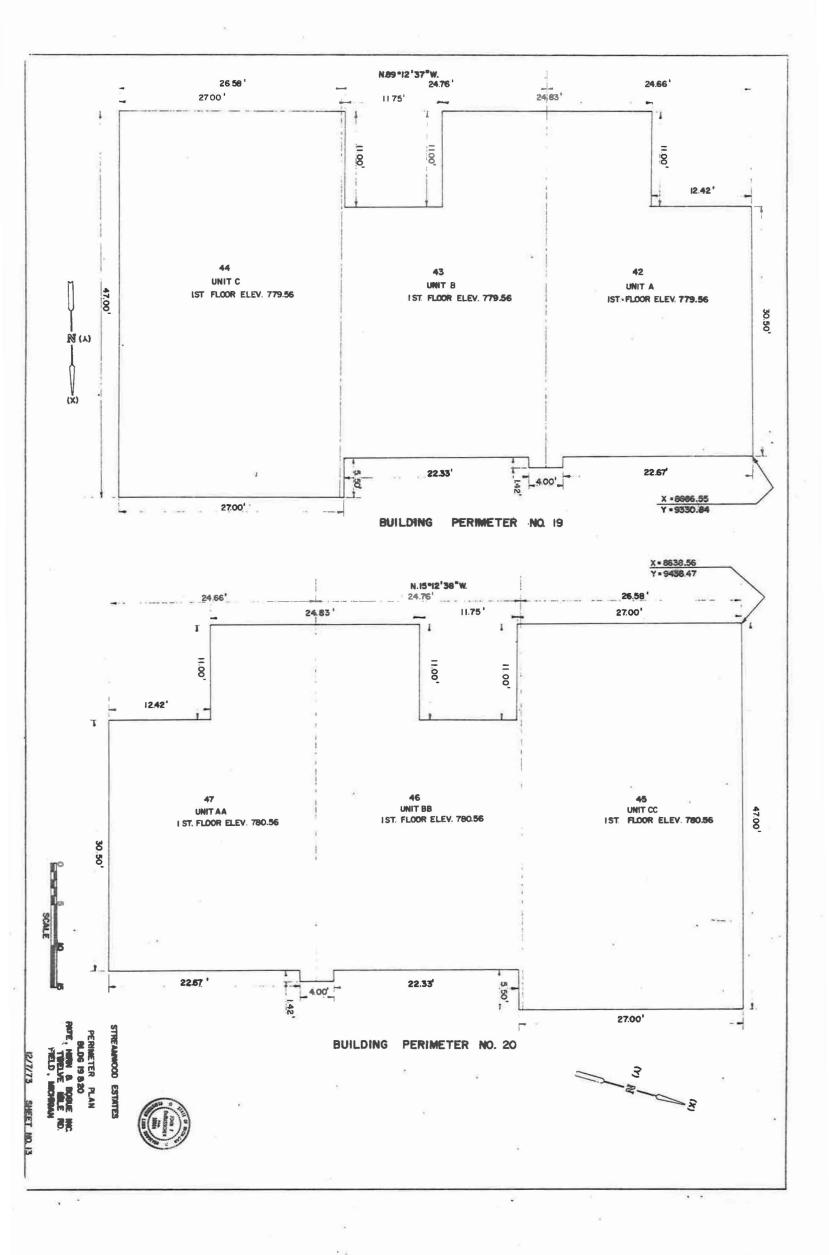
CROSS SECTION
TOWNHOUSE TYP
UNITS B BC
(UNITS BB BC CREVERSE)
PATE, HIRN B BOGUE INC.
17000 F MILE RD.
SOUTHF MICHIGAN
12/7/ SHEET NO. 9

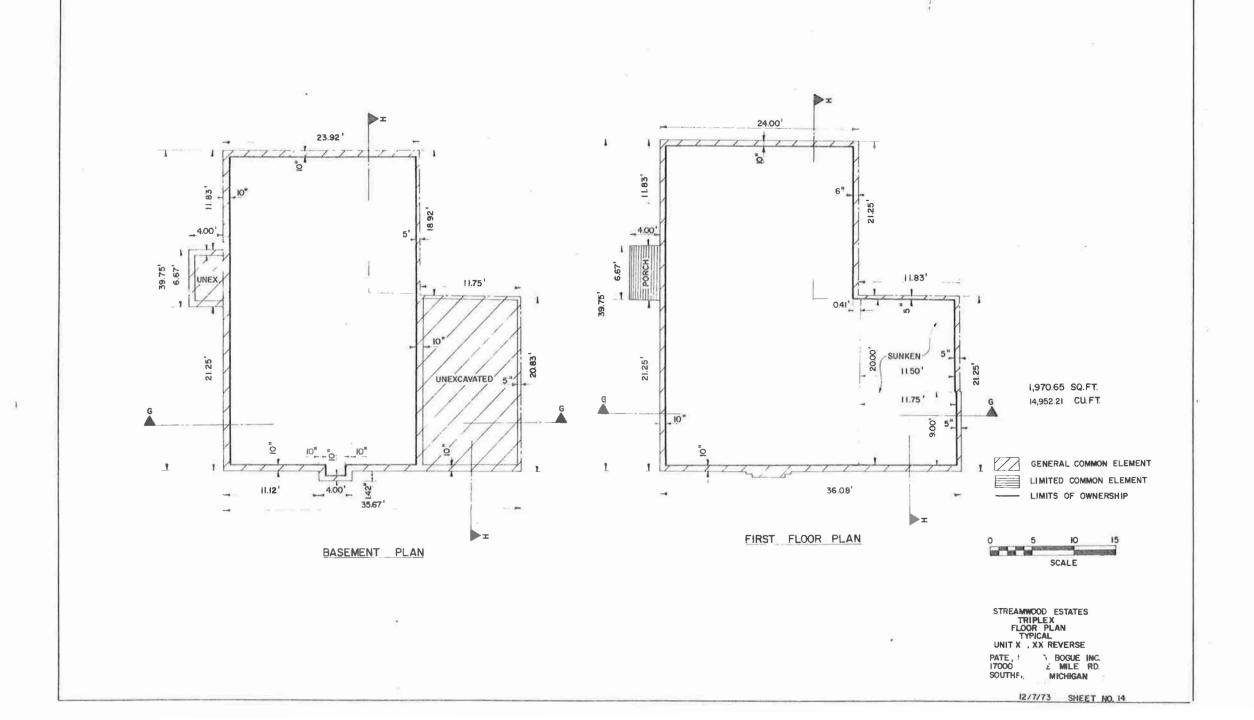


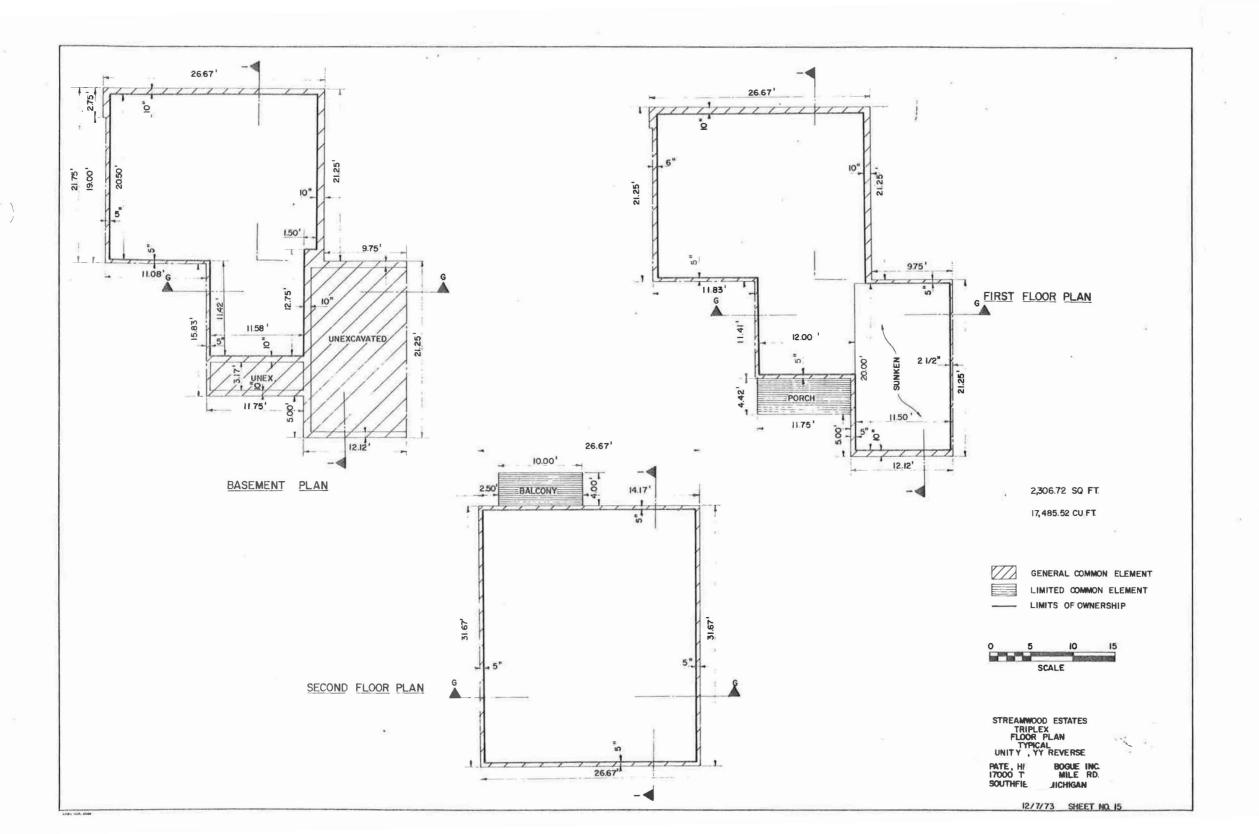


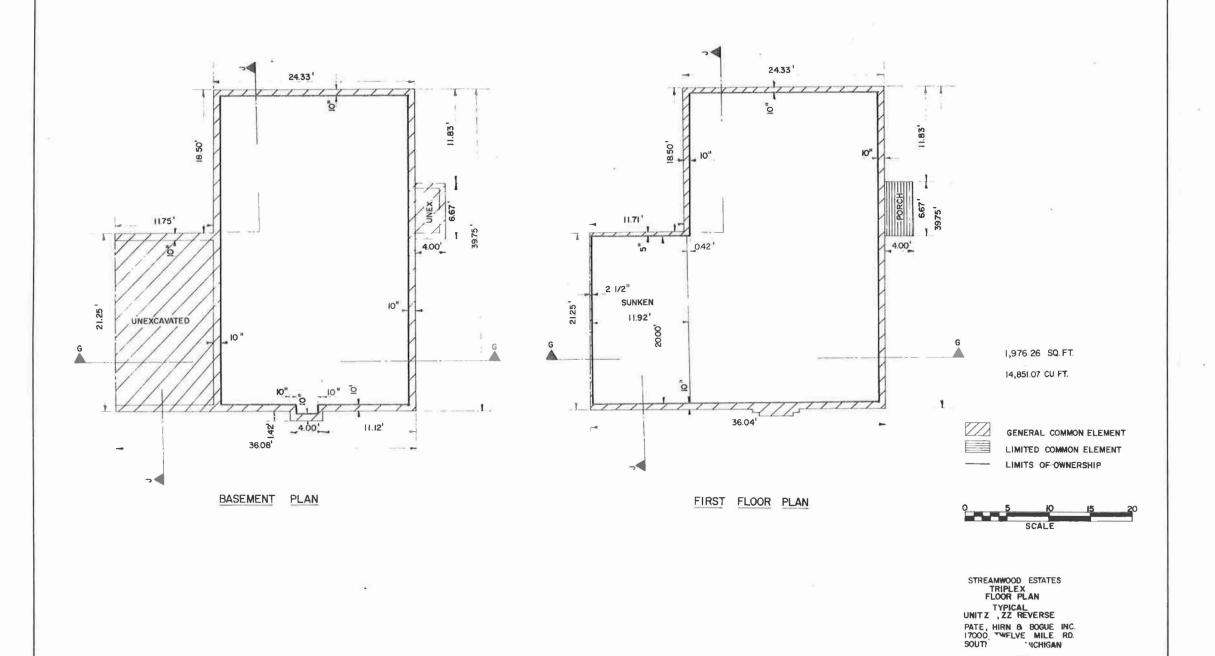




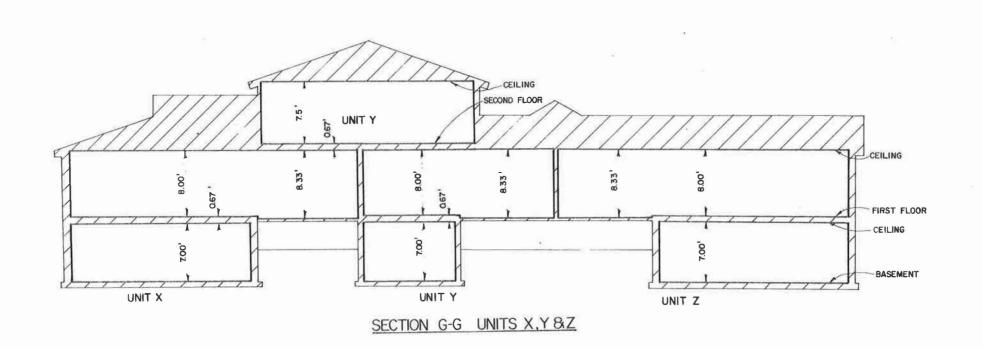


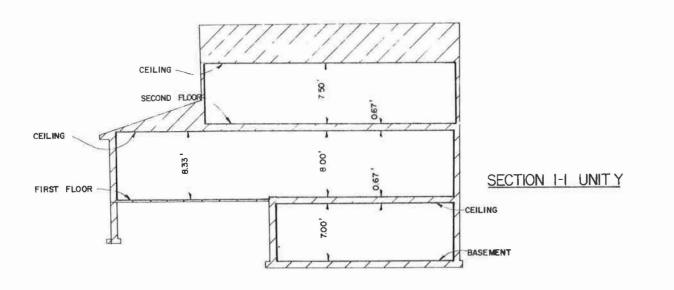






12, 1/73 SHEET NO. 16





GENERAL COMMON ELEMENT

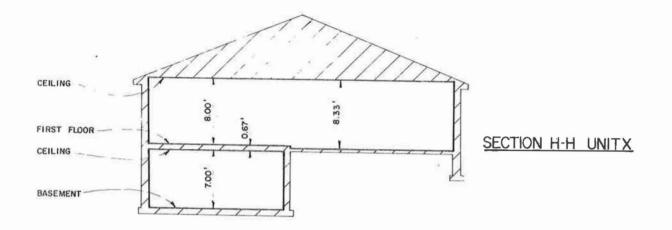
LIMITS OF OWNERSHIP

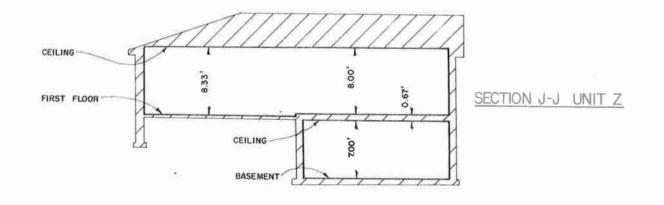
0 5 10 15 SCALE

STREAMWOOD ESTATES

CROSS SECTION B LONGITUDINAL SECTION -TRIPLEX TYPICAL UNITS X, Y0 Z (UNITS XX,Y Z REVERSE) PATE, HIR TOGUE INC. 17000 TW. MILE RD. SOUTHFIELD , MICHIGAN

12/7/73 SHEET NO. 17





GENERAL COMMON ELEMENT

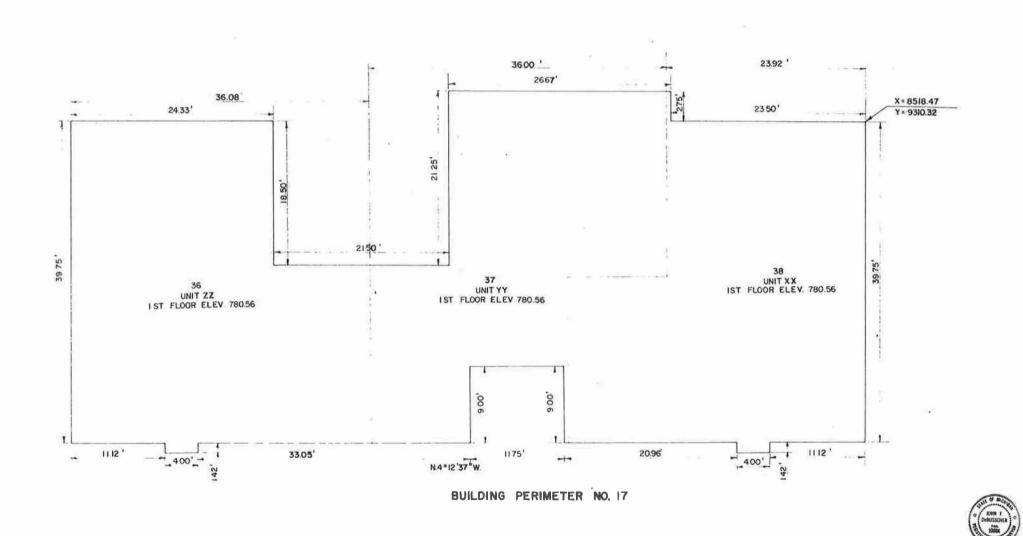
LIMITS OF OWNERSHIP

0 5 10 15

SCALE

STREAMWOOD ESTATES

CROSS SECTIONS
TRIPLEX TYPICAL
UNITS X, 8.2
(UNITS XX B.2Z REVERSE)
PATE, 1 9 BOGUE INC.
17000 E MILE RD.
SOUTHF. MICHIGAN
12/7/73 SHEET NO. 18



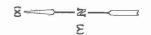
STREAMWOOD ESTATES

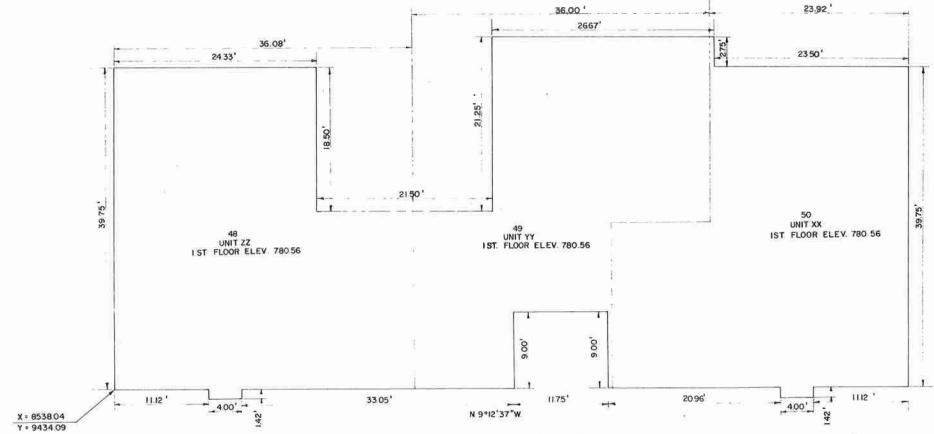
PERIMETER PLAN BLDG 17

THEN & BOOVE INC. TWELVE MILE RD. FIELD, MICHGAN

12/7/73 SHEET NO 19

119-10



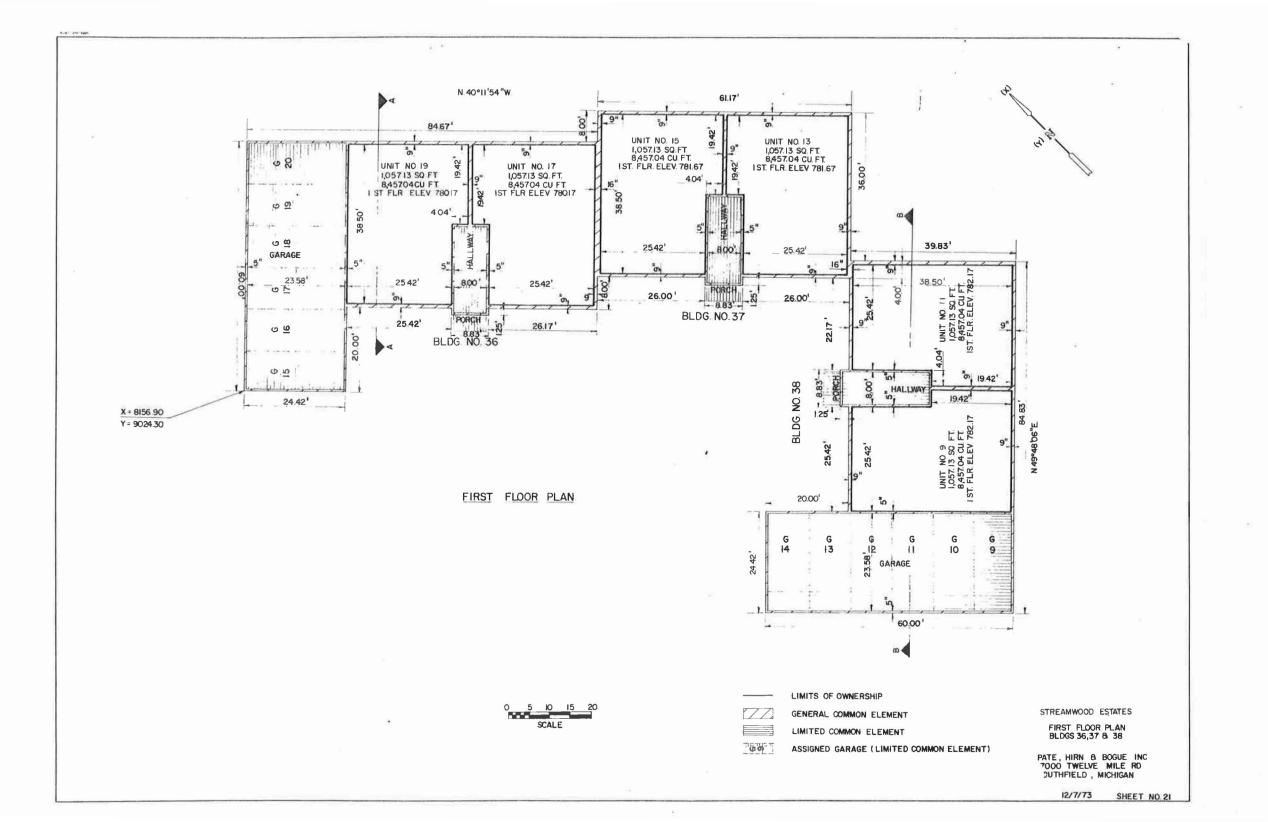


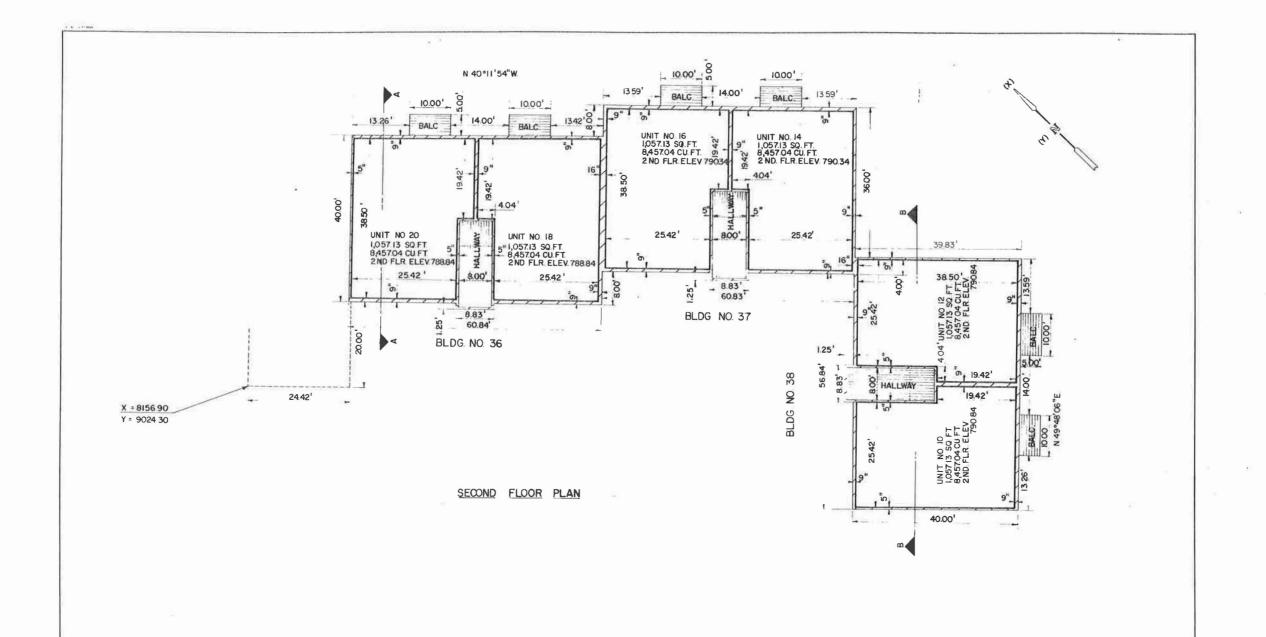
BUILDING PERIMETER NO. 21

STREAMWOOD ESTATES

PERIMETER PLAN
BLOG 21
HIRN 8 BOGUE INC.
5 ID 15 TWELVE MILE RD.
SCALE

12/7/73 SHEET NO. 20





5 10 15 20 SCALE LIMITS OF OWNERSHIP

GENERAL COMMON ELEMENT

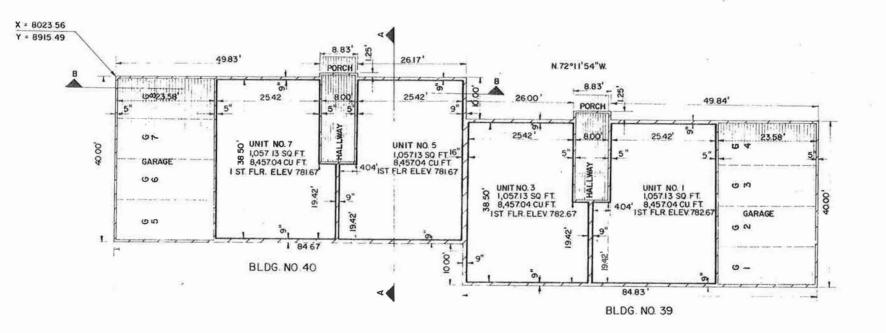
LIMITED COMMON ELEMENT

STREAMWOOD ESTATES

SECOND FLOOR PLAN BLDGS 36,37 & 38

ATE, HIRN & BOGUE INC 7000 TWELVE MILE RD SOUTHFIELD, MICHIGAN

12/7/73 SHEET NO 22



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FIRST FLOOR PLAN



LIMITS OF OWNERSHIP

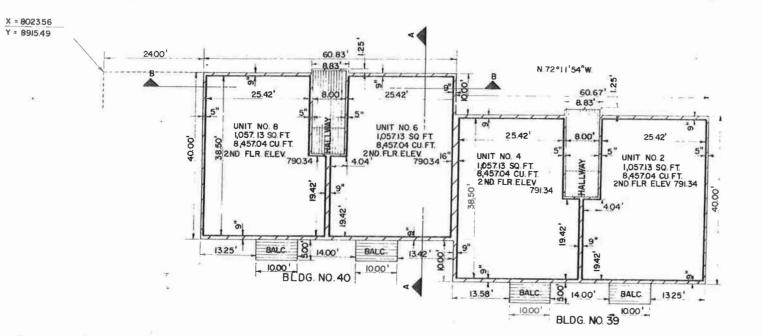
GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

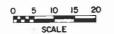
ON ASSIGNED GARAGE (LIMITED COMMON ELEMENT)

STREAMWOOD ESTATES FIRST FLOOR PLAN BLDGS 39 8 40

PATÉ, HIRN & BOGUE INC. "200 TWELVE MILE RD. UTHFIELD, MICHIGAN



SECOND FLOOR PLAN





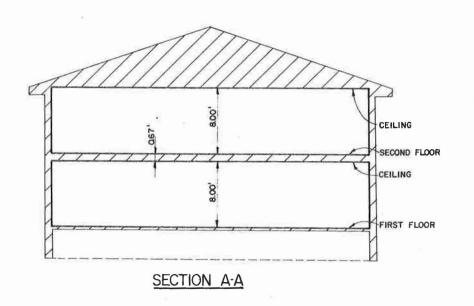
LIMITS OF OWNERSHIP

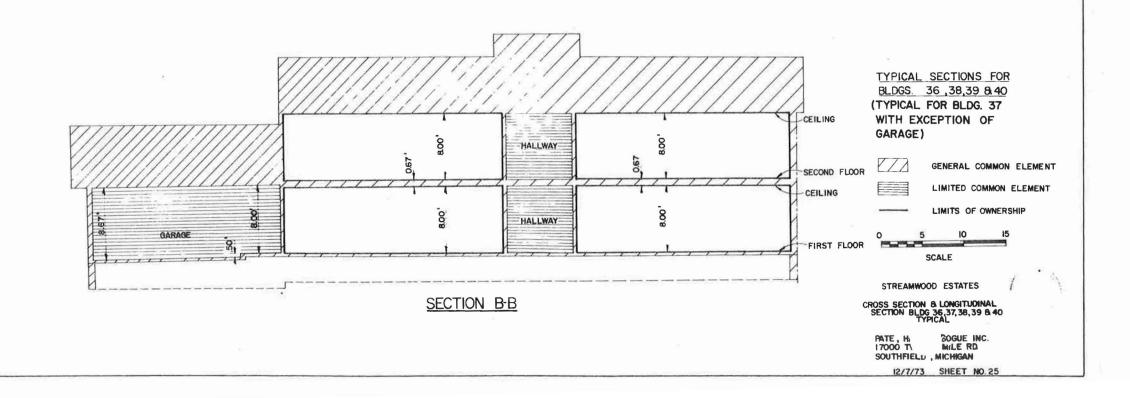
GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

STREAMWOOD ESTATES SECOND FLOOR PLAN BLDGS 39 8.40

PATE, HIRN & BOGUE INC 17000 TWELVE MILE RD. SOUTHFIELD , MICHIGAN





STATE OF MICHICAN



WILLIAM G. MILLIKEN, Governor

Securities Division (517) 373-0485 Corporation Division (517) 373-0496 Condensistem Section (517) 375-0028

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

CONDITIONAL PERMIT TO SELL

nre: Application of Stremwood Estates, a Michigan co-partnership, 30233 Southfield Rd., Southfield, Michigan, Developer, for a Conditional Permit to Sell order for STREARWOOD ESTATES FIRST AMENDMENT, Avon Township, Hamlin and Crooks Rd., Michigan. (out file #72-294-A).

- 1. Application having been duly made and examined, and
- 2. A Certificate of Approval of Amended Master Deed, having been entered on August 28, 1975, and recorded on September 19, 1975, in Liber 6541, page 293 in the records of the Oakland County Register of Deeds and the First Amendment to Master Deed having been recorded on September 19, 1975, in Liber 6541, pages 296 through 325.
- 3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
 - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
 - (c) That no unit be conveyed until an occupancy permit has been received.
 - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
 - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
- 4. This Conditional Permit to Sell becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE Richard K. Helmbrecht, Director

Hughe H. Makens, Director

Corporation & Securities Bureau

Dared: September 22, 1975 S. Langling, Michigan

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LMASSON DIRECTOR

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H. MASENS, DIEL CLOB

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Distriction (517) 374 (state Corporation Distriction (517) 572-650 Condensitions Section (517) 573-6000

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

Recorded in Liber 6541, Page 293, Oakland County Records, on September 19, 1975.

ORDER

CERTIFICATE OF APPROVAL OF AMENDED MASTEE DEED

In re: Application of Streamwood Estates, a Michigan co-partnership, 30233 Southfield Nd., Southfield, Michigan, Developer, for a Certificate of Approval of Amended Master Deed for STREAMWOOD ESTATES FIRST AMENDMENT, Avon Township, Hamlin and Crooks Rd., Michigan. (our file #72-294-A).

- Application having been duly made and examined.
- 2. A Certificate of Approval of the Amended Master Deed for the above condominium is hereby given to the Developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a. That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
 - b. That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the issuance of a Permit to Sell.
 - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
 - d. When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.
- This Certificate of Approval of the Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE Richard K. Helmbrecht, Director

Hugh H. Makens, Director

Corporation & Securities Bureau

Dated: August 28, 1975 Lancing, Michigan

CHIGHN

08/5-112

(For Use by Domestic Corporations)

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

By the Incorporator(s) of

STREAMWOOD COMMONS ASSOCIATION (Name of Corporation)
THE UNDERSIGNED INCORPORATOR(S), for the purpose of amending the original Articles of
Incorporation of the above named corporation, does (do) hereby execute the following Certificate of
Amendment, pursuant to the provisions of Sections 611 (1) and 631 (1) of Act 284, Public Acts of 1972.
1. The name of the corporation is <u>Streamwood Commons Association</u>
The location of the registered office is
30233 Southfield Road Southfield , Michigan 48076 (No. and Street) (Town or City) , Michigan (Zip Code)
(No. and Street) (Town or City) (Zip Code) 2. Articles 1 & 2 of the Articles of Incorporation is hereby amended to read as follows: (Any article
being amended is required to be set forth in its entirety.)
being amended is required to be set forth in its entirety.)
See Exhibit A attached.
3. The foregoing amendment was adopted by the unanimous consent of the incorporator(s) before the first
meeting of the board of directors.
Dated this 4th day of February , 1974.
- Shill be law
Donald G. VanEvery
1/2 - 1/20 C
William F. Allen
1/2 / J. 1
Marria H. Cardwar
Morris H. Goodman

EXHIBIT A

ARTICLE I

The name of the corporation is STREAMWOOD ESTATES ASSOCIATION.

ARTICLE II

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

- (a) To manage and administer the affairs of and to maintain Streamwood Estates, a condominium, (hereinafter called the "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as Landlord or Tenant) any real and personal property, including, but not limited to, any apartment in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this Corporation as may hereafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 229 of Public Acts of 1963, as from time to time amended;
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

STREAMWOOD ESTATES ASSOCIATION BYLAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of Streamwood Estates, a condominium, (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber 6295, Pages 308 through 352, Oakland County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this corporation.

ARTICLE II

MEETINGS

- Section 1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the law of the State of Michigan.
- Section 2. The first annual meeting of members of the corporation shall be held in accordance with Article I, Section 6 of the Condominium Bylaws. The date, time and place of the First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them.
- Section 3. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.
- Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.
- Section 5. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE III

BOARD OF DIRECTORS

- Section 1. The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.
- Section 2. The first Board of Directors designated in the Articles of Incorporation shall be composed of three (3) persons and such first Board of Directors shall manage the affairs of the corporation until a successor Board of Directors is elected at the First Meeting of Members of the corporation convened at the time required by Article II, Section 2 of these Bylaws. At such First Meeting

of Members of the Corporation, the Board of Directors shall be increased in size from three (3) to seven (7) persons and then at each annual meeting of the corporation held thereafter, seven (7) directors shall be elected. The term of office (except for the Board of Directors elected at the First Annual Meeting of Members) of each director shall be one (1) year. The directors shall hold office until their successors have been elected and hold their first meeting.

- Section 3. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.
- Section 4. Vacancies in the Board of Directors (including the First Board of Directors named in the Articles of Incorporation) caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Prior to the First Annual Meeting of Members, the Developer may remove and replace any or all of the Directors from time to time at its sole discretion.
- Section 5. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.
- Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.
- Section 7. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.
- Section 8. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one director.
- Section 9. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- Section 10. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.
- Section 11. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IV

OFFICERS

Section 1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may

be necessary. Any two offices except that of President and Vice President may be held by one person.

- Section 2. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.
- Section 3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.
- Section 4. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.
- Section 5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.
- Section 6. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.
- Section 7. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositaries as may, from time to time, be designated by the Board of Directors.
- Section 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V

SEAL

Section 1. The corporation shall have a seal which shall have inscribed thereon the name of the corporation, the words "Corporate Seal," and "Michigan."

ARTICLE VI

FINANCE

- Section 1. The finances of the corporation shall be handled in accordance with the Condominium Bylaws.
- Section 2. The fiscal year of the corporation shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.
- Section 3. The funds of the corporation shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become

involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to the payment of any indemnification which it has approved, the Board of Directors shall notify all co-owners thereof.

ARTICLE VIII AMENDMENTS

- Section 1. These Bylaws (but not the Condominium Bylaws) may be amended by the Association at a duly constituted meeting for such purpose, by an affirmative vote of a simple majority of the co-owners present in person, by proxy or written vote as such vote is defined in Article I, Section 2(i) of the Condominium Bylaws.
- Section 2. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them.
- Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II of these Bylaws.
- Section 4. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 of this Article VIII without approval by the State of Michigan and without recording in the office of the Register of Deeds.
- Section 5. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption.

ARTICLE IX

COMPLIANCE

Section 1. These Bylaws are set forth to comply with the requirements of Act No. 327 of the Public Acts of Michigan of 1931, as amended, Act No. 229 of the Public Acts of Michigan of 1963, as amended, and with the duly recorded Master Deed of the Condominium and Exhibits A and B attached thereto. In case any of these Bylaws conflict with the provisions of said statute or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statute and said Master Deed shall be controlling.

REPLAT NO. I OF OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178

EXHIBIT B TO THE MASTER DEED OF STREAMWOOD ESTATES, A CONDOMINIUM AVON TOWNSHIP. MICHIGAN

DEVELOPER:

SURVEYOR:

STREAMWOOD ESTATES, A MICHIGAN CO-PARTNERSHIP PATE, HIRN & BOGUE INC. 30233 SOUTHFIELD RD. 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

SOUTHFIELD, MICHIGAN

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE SE 1/4 OF SECTION 20 AND PART OF THE SW 1/4 OF SECTION 21, T.3N , R.HE., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN , BEING MORE PART-ICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT IN 19 34 36 W. 60.02 FT. TO A POINT ON THE NORTHERLY 60 FT ROW LINE OF HAMLIN ROAD AND N 89° 57'21"W I8 29 FT ALONG THE SAID NORTHERLY ROW. LINE OF HAMLIN ROAD, AND N. 2°51'34"E. 125.36 FT. TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 500.00 FT., AN ARC LENGTH OF 109.59 FT. A CENTRAL ANGLE OF 12° 33'28", A CHORD BEARING AND DISTANCE OF N. 3° 25'10" W. 109.37 FT., AND N.9°41'54"W, 7000 FT. TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 480 OO FT, AN ARC LENGTH OF 12071 FT, A CENTRAL ANGLE OF 14° 24' 31", A CHORD BEARING AND DISTANCE OF N. 2° 29'38"W 120.39 FT. FROM THE S.E. CORNER OF SAID SECTION 20, PROCEEDING THENCE N. 85° 17'23"W. 34 55 FT., THENCE S. 86°48'06"W 201.89 FT., THENCE N. 3° 11'54" W. 92.00 FT., THENCE S. 86° 48'06" W. 88.29 FT., THENCE N. 3°44'43" W 25182 FT, THENCE N.86°15'17"E, 7990 FT. TO THE APPROXIMATE CENTERLINE OF THE CLINTON RIVER: THENCE ALONG THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER S.68°44'58"E.96.57 FT. THENCE CONTINUING ALONG THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER N 72°04'48"E 190.89 FT. AND N. 49°52'15"E. 175.74 FT AND N 11°02'07" E 245.54 FT. AND N 27°17'58" E 104.66 FT. AND N 50°22'09" E 37784 FT. AND N.62°42'02"E IQ466 FT. AND S 65°40'28"E. 80.H FT. AND S.17°09'09"E. I69.54 FT. TO A POINT, THENCE LEAVING THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER S.0°29'09"W 168.25 FT; THENCE S 5°07'13"W 165.83 FT., THENCE S.9°12'38"E. 100.00 FT.; THENCE S.84° 33'06" W 310.36 FT. TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 480 OO FT, AN ARC LENGTH OF 668 88 FT, A CENTRAL ANGLE OF 79°50'29" A CHORD BEARING AND DISTANCE OF \$ 44°37'52" W. 616.06 FT. TO THE POINT OF BEG-INNING. SAID PARCEL CONTAINING 10 040 ACRES AND,

A PARCEL OF LAND BEING PART OF THE SW 1/4 OF SECTION 21, T.3N, R.HE., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N 1º 34' 36" W 60 02 FT TO A POINT ON THE NORTHERLY 60 FT. ROW LINE OF HAMLIN ROAD AND N 89°57'21"W 18 29 FT. ALONG THE SAID NORTHERLY ROW. LINE OF HAMLIN ROAD AND N 2°51'34"E 125 36 FT TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 500.00 FT, AN ARC LENGTH 109 59 FT, A CENTRAL ANGLE OF 12° 33'28". A CHORD BEARING AND DISTANCE OF N 3°25'10"W 109 37 FT, AND N 9°41'54"W 70.00 FT. TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 480.00 FT., AN ARC LENGTH OF 120.71 FT., A CENTRAL ANGLE OF 14°24'31", A CHORD BEARING AND DISTANCE OF N.2°29'38"W 120.39 FT, AND N.74°32'51"E 69.55 FT FROM THE S.W CORNER OF SAID SECTION 21, PROCEEDING THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FT. AN ARC LENGTH OF 401.32 FT., A CENTRAL ANGLE OF 54°44'51", A CHORD BEARING AND DISTANCE OF N 35°07'14"E 386.23 FT; THENCE S 40°11'54"E. 280.73 FT; THENCE S 49°48'06"W. 259.36 FT. THENCE N. 72°11'54" W. 215.60 FT. TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2.030 ACRES

CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED

THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED OF STREAMWOOD ESTATES . A CONDOMINIUM, WAS ISSUED TODAY PURSUANT TO ACT 229. PUBLIC ACTS OF 1963, AS AMENDED.

THE MICHIGAN DEPARTMENT OF COMMERCE, SECURITIES

NOTE:

HUGH H. MAKENS, DIRECTOR CORPORATION AND SECURITIES BUREAU DEPARTMENT OF COMMERCE

* SHEET INDEX . I. COVER SHEET

> * 2. TOTAL PROJECT PLAN * 3. SURVEY PLAN

* 3A.SURVEY PLAN

* 4. UTILITY PLAN . 4AUTILITY PLAN

BUILDING ELEVATIONS ARE SHOWN IN DETAIL ON MICRO- * 5. SITE PLAN FILMED ARCHITECTURAL WORKING DRAWINGS ON FILE WITH 5A.SITE PLAN

- 6. TOWNHOUSE FLOOR PLAN TYPICAL UNIT A, AA REVERSE . 7. TOWNHOUSE FLOOR PLAN TYPICAL UNIT B, BB REVERSE

· B. TOWNHOUSE FLOOR PLAN TYPICAL UNIT C, CC REVERSE * 9. CROSS SECTIONS & LONGITUDINAL SECTIONS TOWNHOUSE

TYPICAL UNITS A.B &C: AA.BB & CC REVERSE . 10. CROSS SECTIONS, TOWNHOUSE TYPICAL UNITS B&C.

BB & CC REVERSE

+ 11. PERIMETER PLAN BLDGS. 9,12,13,14,15,16,18,19,20,8

· 12 TRIPLEX FLOOR PLAN TYPICAL UNIT X, XX REVERSE - 13. TRIPLEX FLOOR PLAN TYPICAL UNIT Y, YY REVERSE

. 14. TRIPLEX FLOOR PLAN TYPICAL UNIT Z, ZZ REVERSE . 15. CROSS SECTION & LONGITUDINAL SECTION TRIPLEX

TYPICAL UNITS X,Y&Z; XX,YY & ZZ REVERSE * 16. CROSS SECTIONS, TRIPLEX TYPICAL UNITS X & Z .

XX & ZZ REVERSE + 17. PERIMETER PLAN BLDGS. 10,17,21

. 18 FIRST FLOOR PLAN BLDGS 36,37 8 38 + 19. SECOND FLOOR PLAN BLDGS. 36,37 & 38

→ 20 FIRST FLOOR PLAN BLDGS. 39 8 40 + 21. SECOND FLOOR PLAN BLDGS. 39 & 40

. 22 FIRST & SECOND FLOOR PLAN BLDG. II

- 23 CROSS SECTION & LONGITUDINAL SECTION BLDGS. II, 36, 37, 38, 39, 8, 40

PLAN CERTIFICATE

I, JOHN F. DE BUSSCHER , HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN. AND THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178 AS SHOWN ON THE ACCOMPANYING DRAWINGS WAS PREPARED UNDER MY DIRECTION, AND THAT THE ATTACHED DRAWINGS OF BUILDINGS AND IMPROVEMENTS ARE PROPOSED.

DATE

JOHN F. DEBUSSCHER REGISTERED LAND SURVEYOR REGISTRATION No. 10684 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN 48076

John & De Busseler

SURVEYOR'S CERTIFICATE

I, JOHN F DEBUSSCHER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178 , AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH, IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (.) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.

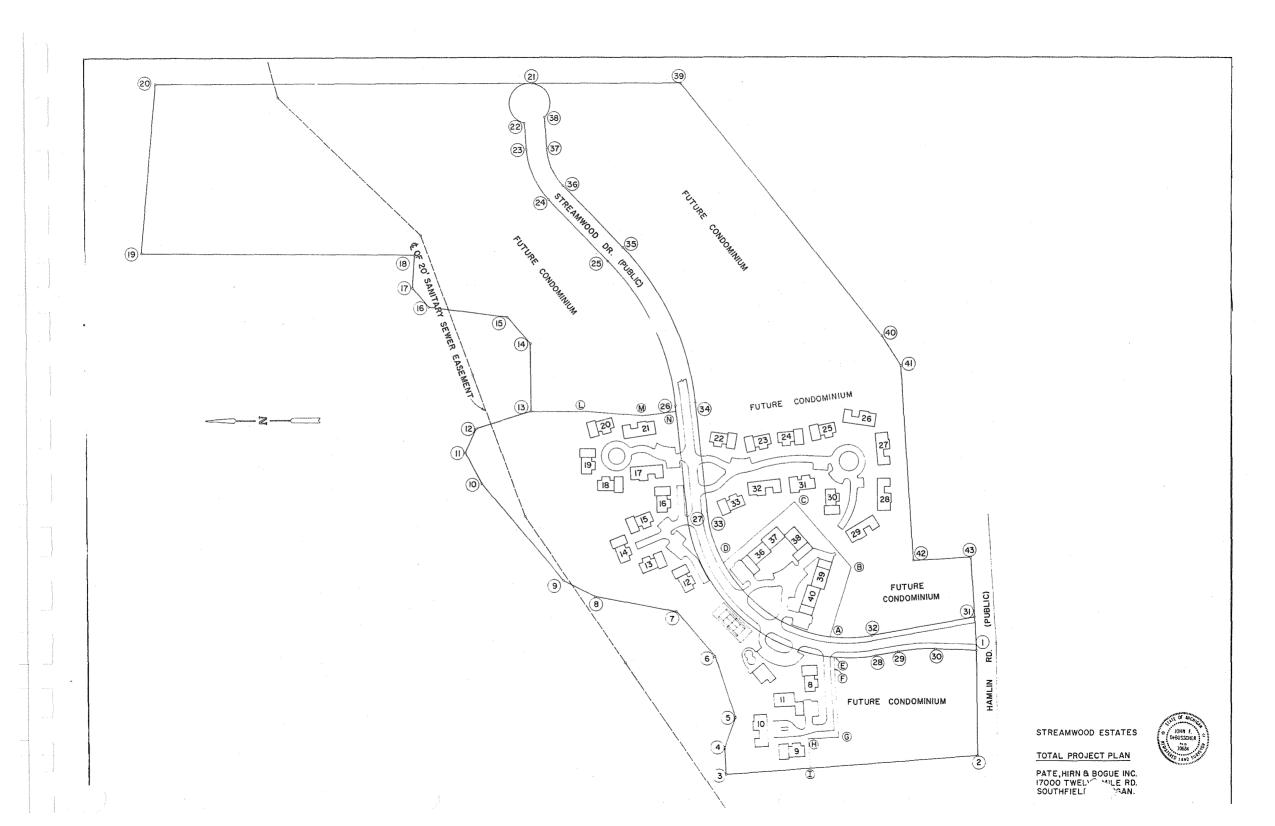
9/16/74 DATE

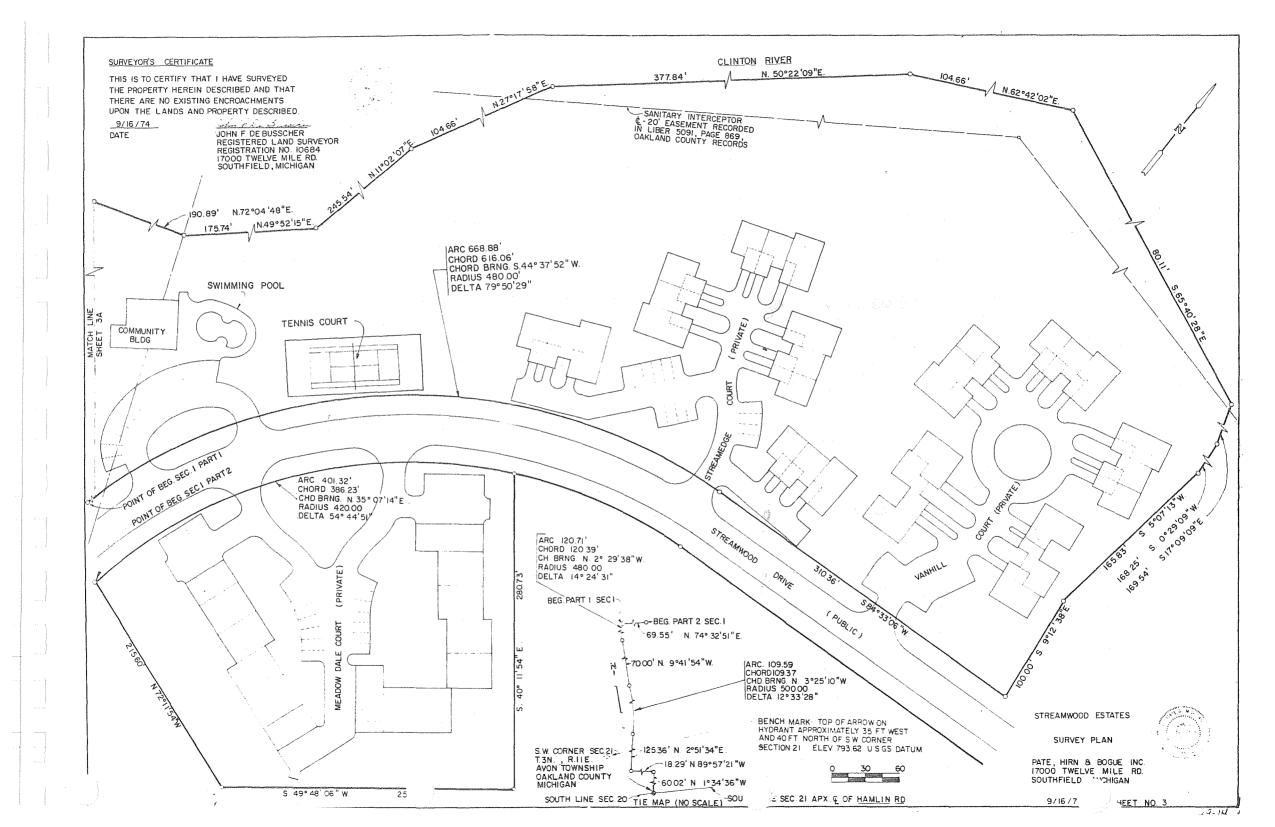
John File Burelu JOHN F. DEBUSSCHER REGISTERED LAND SURVEYOR REGISTRATION No. 10684 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN 48076

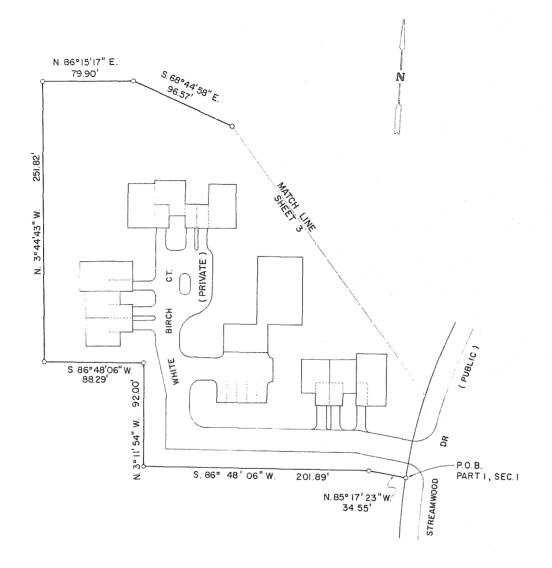
NOTE: STREAMWOOD ESTATES IS A MULTI-PHASE CONDOMINIUM PROJECT. THE ASTERISK (*)

INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED DATED 9/16/74. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.









30 60

SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.

9/16/74 DATE

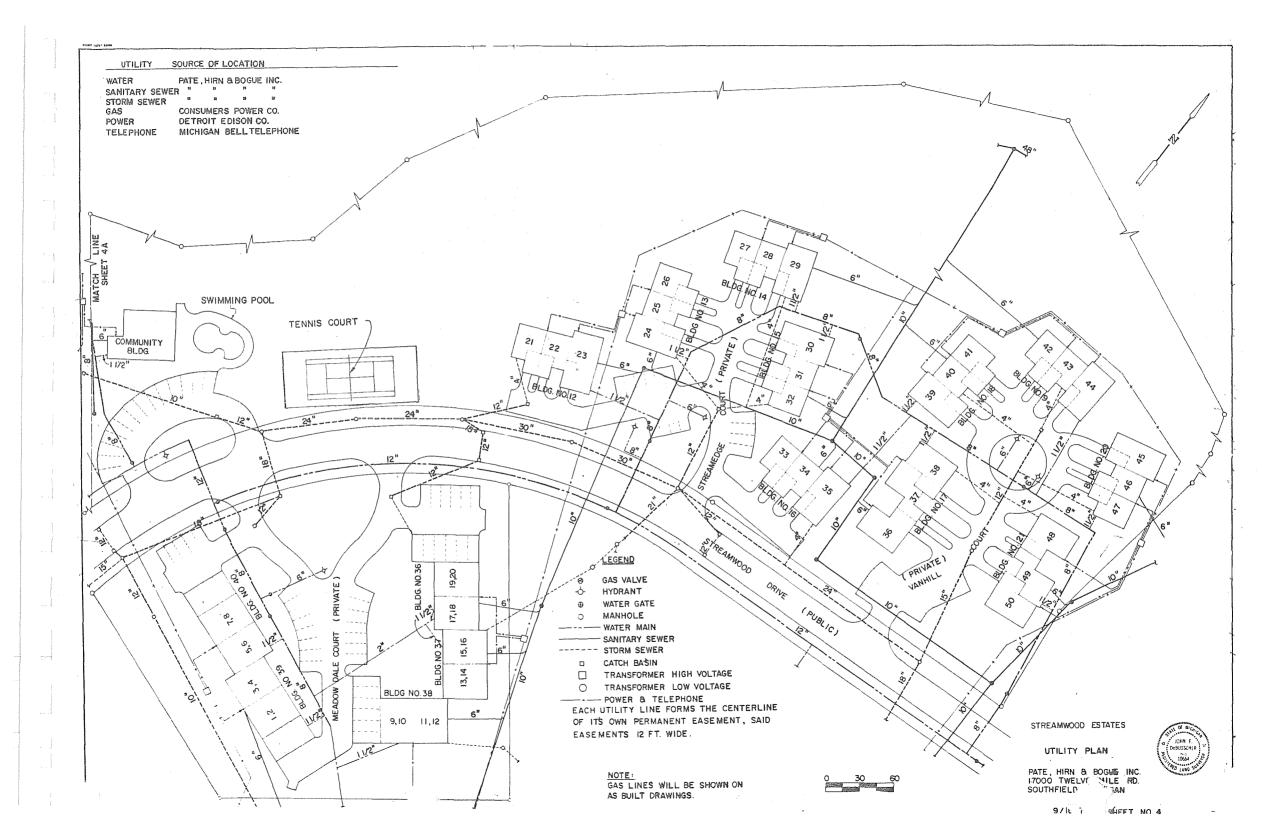
JOHN F. DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

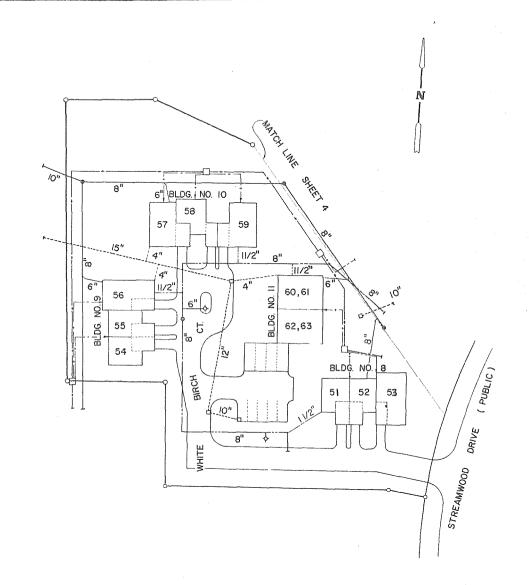


STREAMWOOD ESTATES

SURVEY PLAN

PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIEL: CHIGAN





UTILITY

SOURCE OF LOCATION

WATER MAIN
SANITARY SEWER
STORM SEWER
GAS MAIN
POWER
TELEPHONE

PATE, HIRN & BOGUE INC.

CONSUMERS POWER CO.
DETROIT EDISON CO.
MICHIGAN BELL TELEPHONE

LEGEND

- → HYDRANT
- WATER GATE
- ------ WATER MAIN
- MANHOLE
- ----- SANITARY SEWER
- CATCH BASIN
- ----- STORM SEWER
- ----- GAS MAIN
- ☐ TRANSFORMER HIGH VOLTAGE
- O TRANSFORMER LOW VOLTAGE
- -----POWER & TELEPHONE

EACH UTILITY LINE FORMS THE CENTERLINE OF ITS OWN PERMANENT EASEMENT, SAID EASEMENTS 12 FT. WD.

NOTE:

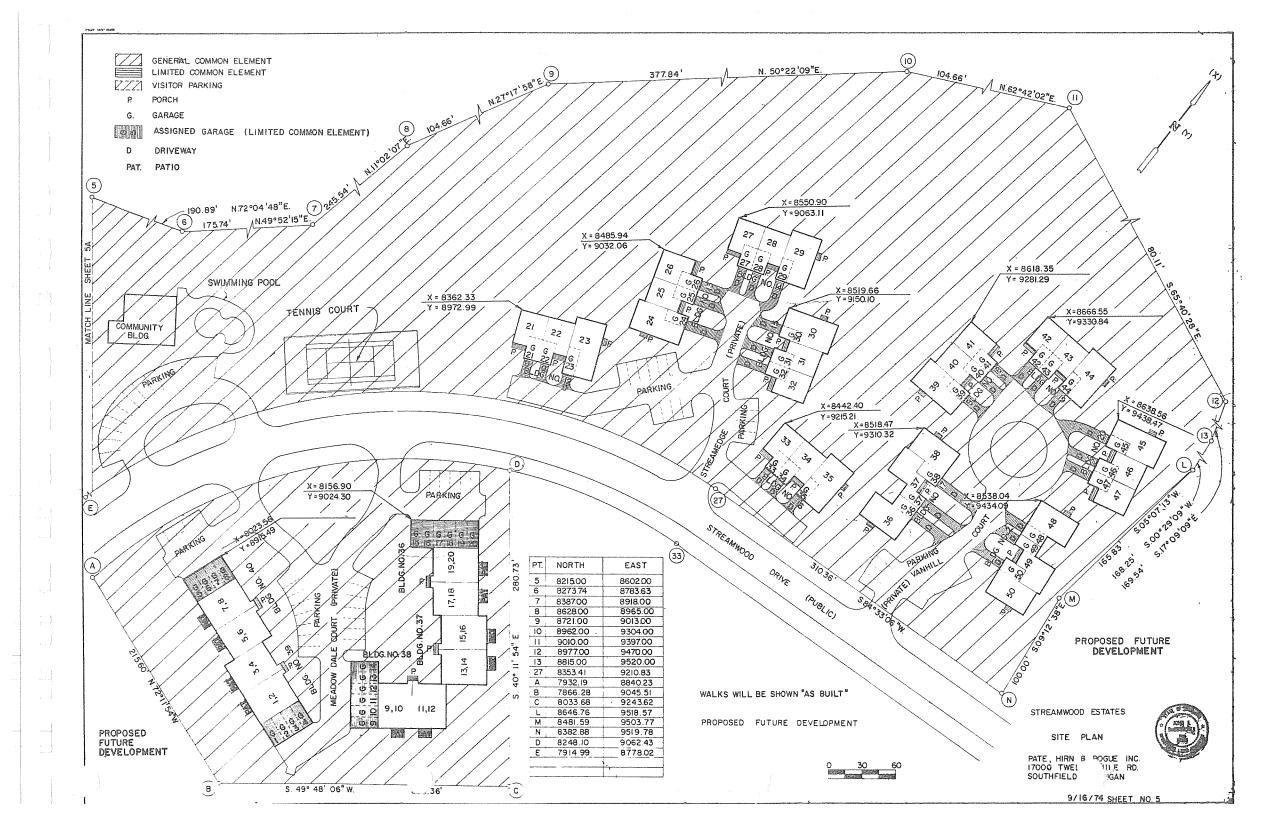
GAS LINES WILL BE SHOWN ON AS BUILT DRAWINGS.

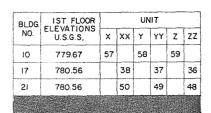
STREAMWOOD ESTATES

UTILITY PLAN

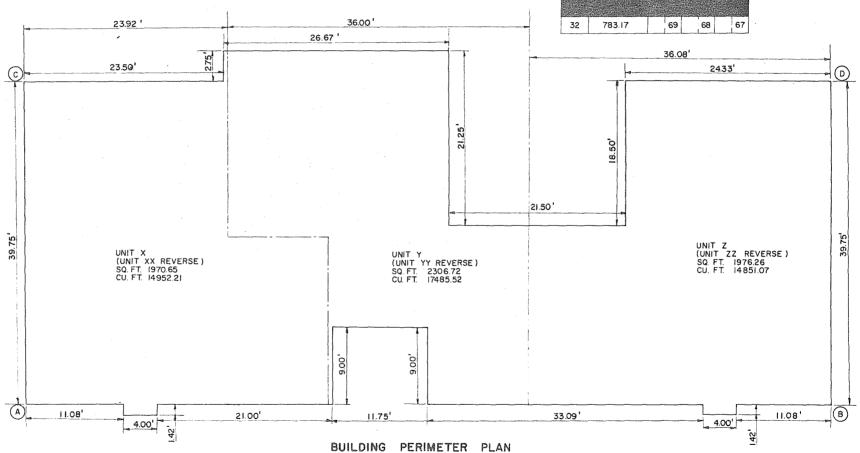
PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIELD THIGAN







BLDG. NO.	IST FLOOR ELEVATIONS U.S.G.S.	UNIT					
		X	ХX	Υ	YY	Z	ZZ
41	791.67		75		74		73
44	794.17		84		83		82
45	794.67		87		86		85



BLDG. NO.	PT	NORTH	EAST	BEARING A - B
10	С	8158.09	8512.93	N. 86°48'06"E.
17	С	8518.47	9310.32	S. 4° 12' 37" E.
21	В	8538.04	9434.09	N. 9° 12' 37" W.
32	C	8168.35	926075	S 6° 35' 51"F '

BLDG. NO.	PT.	NORTH	EAST	BEARING A-B	
41	D	7864.02	8866 57	S.77°48'06" W.	-
44	Α	7681.50	8894.48	N 69°12'06" W.	
45	В	7624.21	8944.29	N.9° 41'54" W.	



STREAMWOOD ESTATES

PERIMETER PLAN
BLOGS 10,17,21 32,41,44 8 45 ~

, HIRN & BOGUE INC.

) TWELVE MILE RD.

HFIELD, MICHGAN

0 110 170

oration & Securities, Bureau Enterprise Drive ng, Michigan 48913

TH. MAKENS, DIRECTOR

STATE OF MICHIGAN

REC'D, RLN NOV 1 6 1977





WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

CONDITIONAL PERMIT TO SELL

In rc: Application of Streamwood Estates, 30233 Southfield Road, Southfield, Michigan 48076, Developer, for a Conditional Permit To Sell for STREAMWOOD ESTATES CONDOMINIUM--THIRD AMENDMENT, Hamlin & Crooks Road, Avon Township, Michigan. (Our File #72-294.)

- 1. Application having been duly made and examined, and
- 2. A Certificate of Approval of Amended Master Deed, having been entered on September 21, 1977, and recorded on November 14, 1977, in Liber 7064, Page 873, and the Master Deed having been recorded on November 14, 1977, in Liber 7064, Pages 874 through 894, in the records of the Oakland County Register of Deeds.
- 3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 K 14 inches, including the bylaws and plans which are a part thereof.
 - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
 - (c) That no unit be conveved until an occupancy permit has been received.
 - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
 - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
- 4. This Conditional Permit to Sell becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

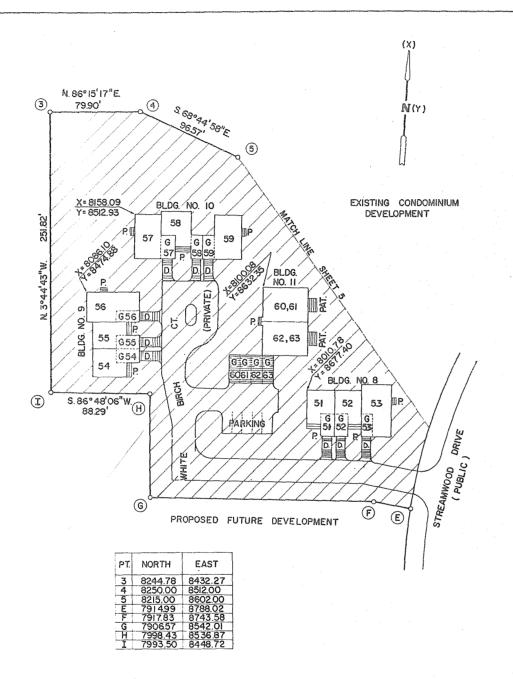
MICHIGAN DEPARTMENT OF COMMERCE Richard K. Helmbrecht, Director

Hugh II. Makens, Director

Corporation & Securities Bureau

Dated: November 14, 1977 Lansing, Michigan

.



GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
VISITOR PARKING
P. PORCH
G GARAGE

D. DRIVEWAY
PAT. PATIO

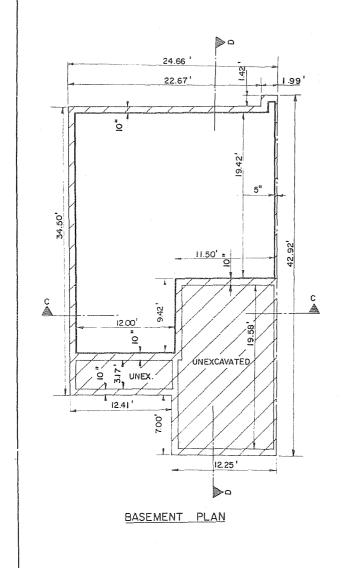
WALKS WILL BE SHOWN "AS BUILT"

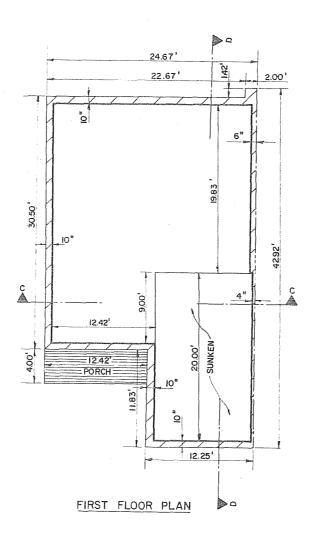
STREAMWOOD ESTATES

SITE PLAN

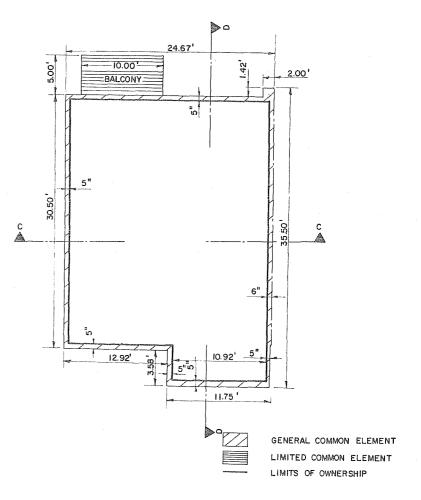
PATE, HIRN 8 BOGUE INC. 17000 TWELY MILE RD. SOUTHFIELD MIGAN







SECOND FLOOR PLAN



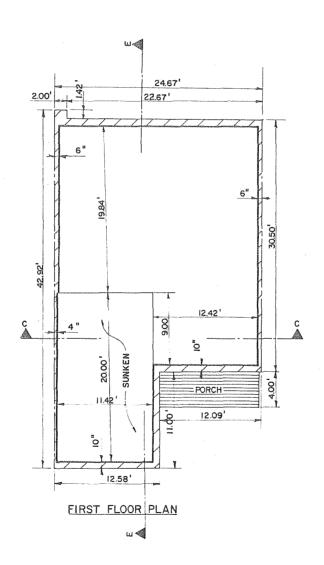


15,994.55 CU.FT.

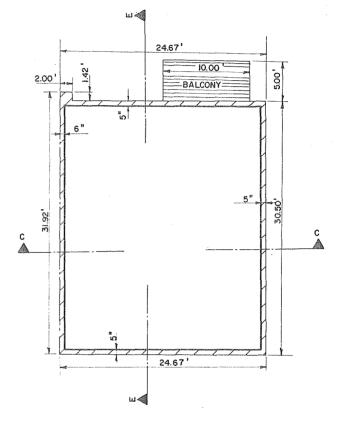
STREAMWOOD ESTATES TOWNHOUSE FLOOR PLAN TYPICAL UNITA , AA REVERSE PATE, HIRN & BOGUE INC. 17000 TWELVE THE RD. SOUTHFIELD, AN

2,108.88SQ.FT.

24.76 11.83 12.01 UNEXCAVATED 5 UNEX. 5 12.59 BASEMENT PLAN



SECOND FLOOR PLAN





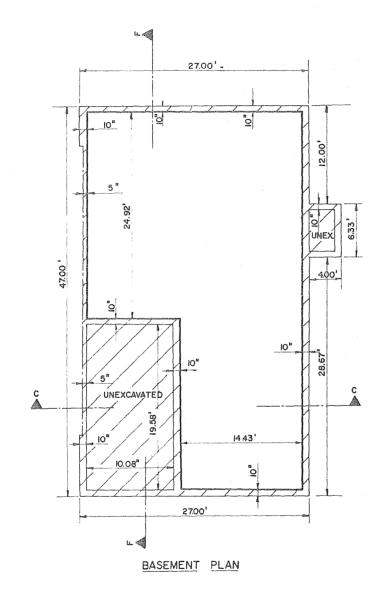
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
LIMITS OF OWNERSHIP

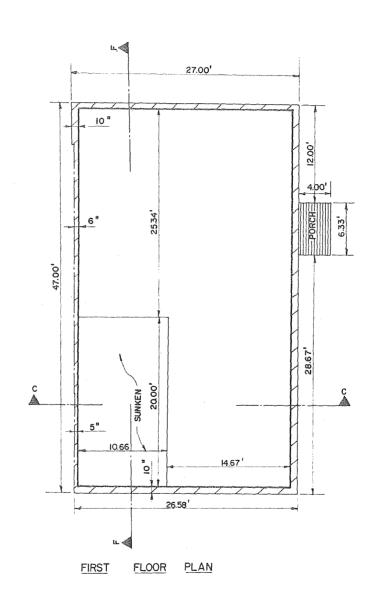


SCALE

2,095.56 SQ.FT. 15,883.59 CU.FT STREAMWOOD ESTATES
TOWNHOUSE FLOOR PLAN
TYPICAL
UNIT B, BB REVERSE
PATE, HIRN & BOGUE INC.
17000 TWELVE FRO.
SOUTHFIELD, AN







2,082.60 SQ FT. 15,925.41 CU FT



GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
LIMITS OF OWNERSHIP

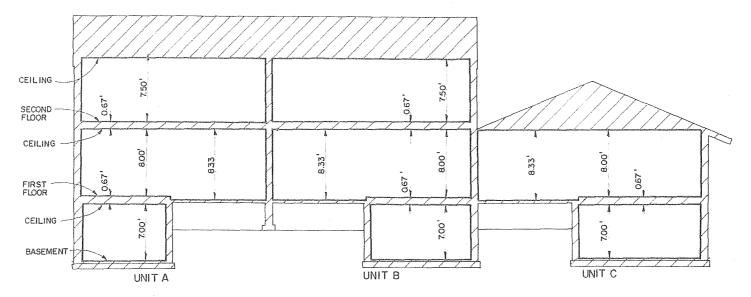


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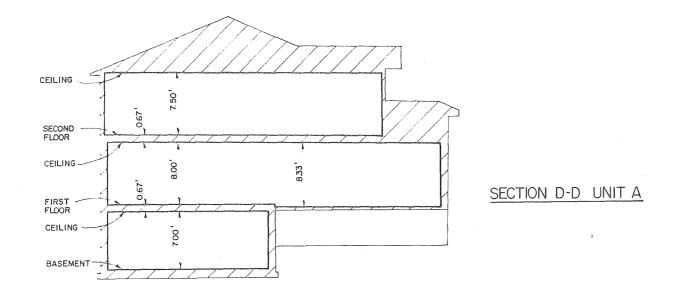
STREAMWOOD ESTATES
TOWNHOUSE FLOOR PLAN
TYPICAL
UNITC ,CC REVERSE
PATE, HIRN & BOGUE INC.
17000 TWELY 'LE RD.
SOUTHFIELD, GAN



9/16/74 CHEFT NO 8



SECTION C-C UNITS A,B&C



GENERAL COMMON ELEMENT

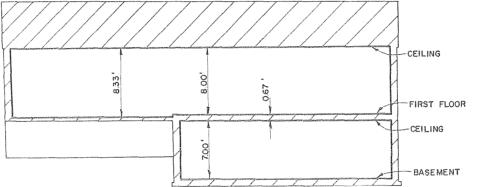
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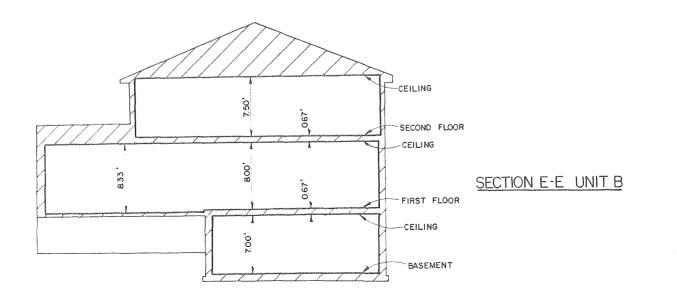
SCALE

STREAMWOOD ESTATES

CROSS SECTION & LONGITUDINAL SECTION - TOWNHOUSE TYP UNITS A, B & C (UNITS A A, BB & CC REVERSE) PATE , HIRN & BO INC. 17000 TWELYE | D. SOUTHFIELD , MIC.



SECTION F-F UNIT C



GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

10

SCALE

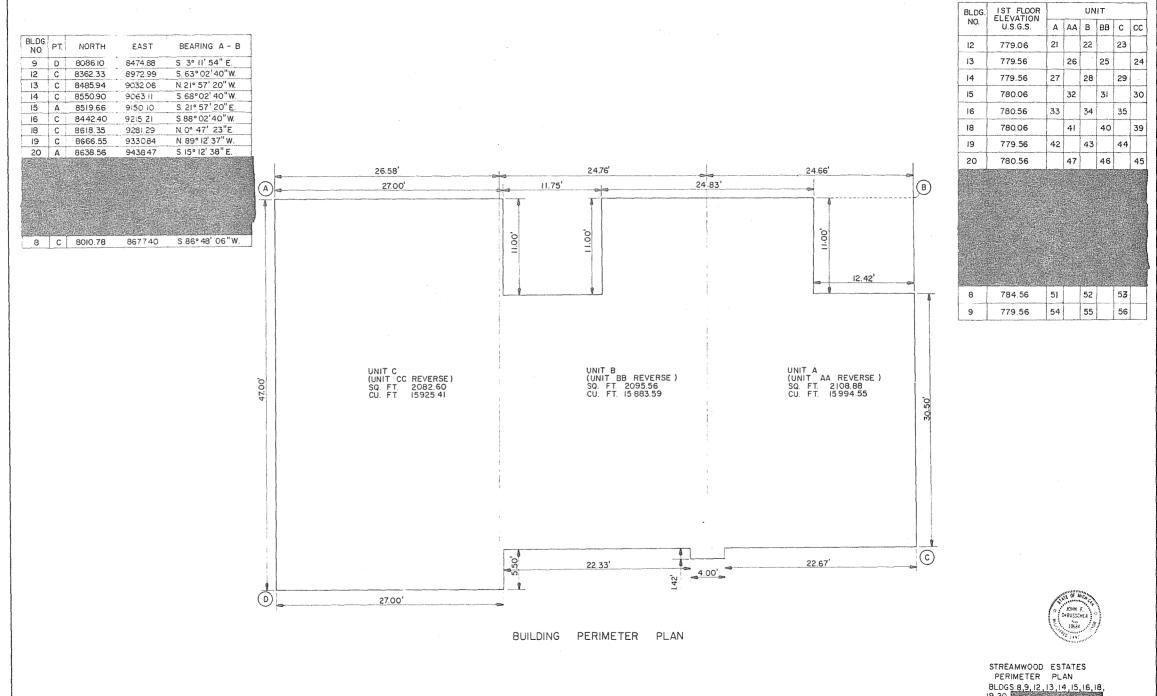
STREAMWOOD ESTATES

CROSS SECTION
TOWNHOUSE TYP
UNITS BBC
(UNITS BB ACC REVERSE)
PATE, HIRN A POGUE INC.
17000 TWELVE & RD. SOUTHFIELD ,



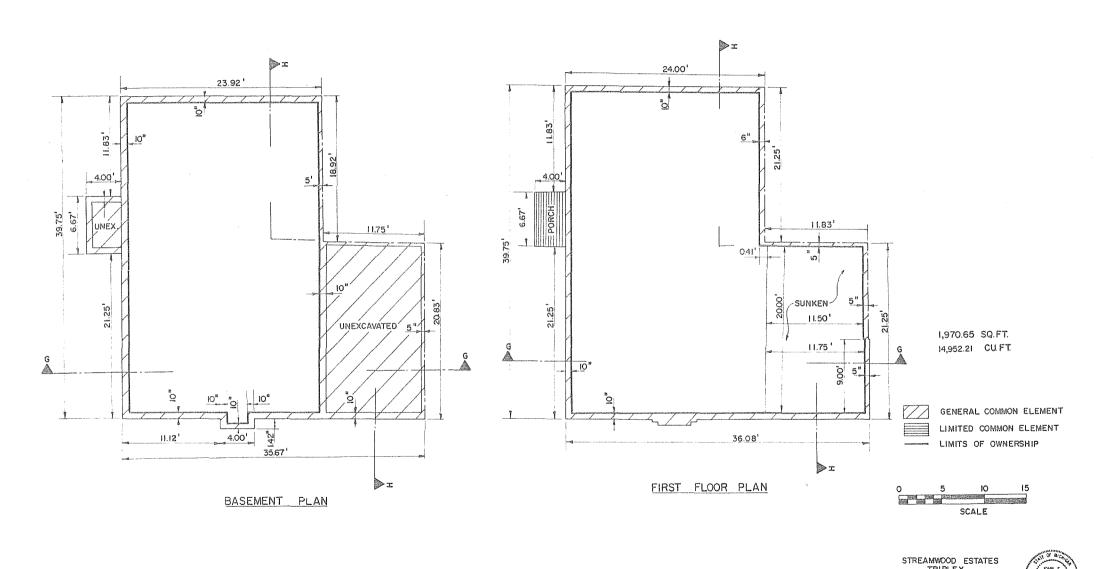
9/16/74

T NO. 10



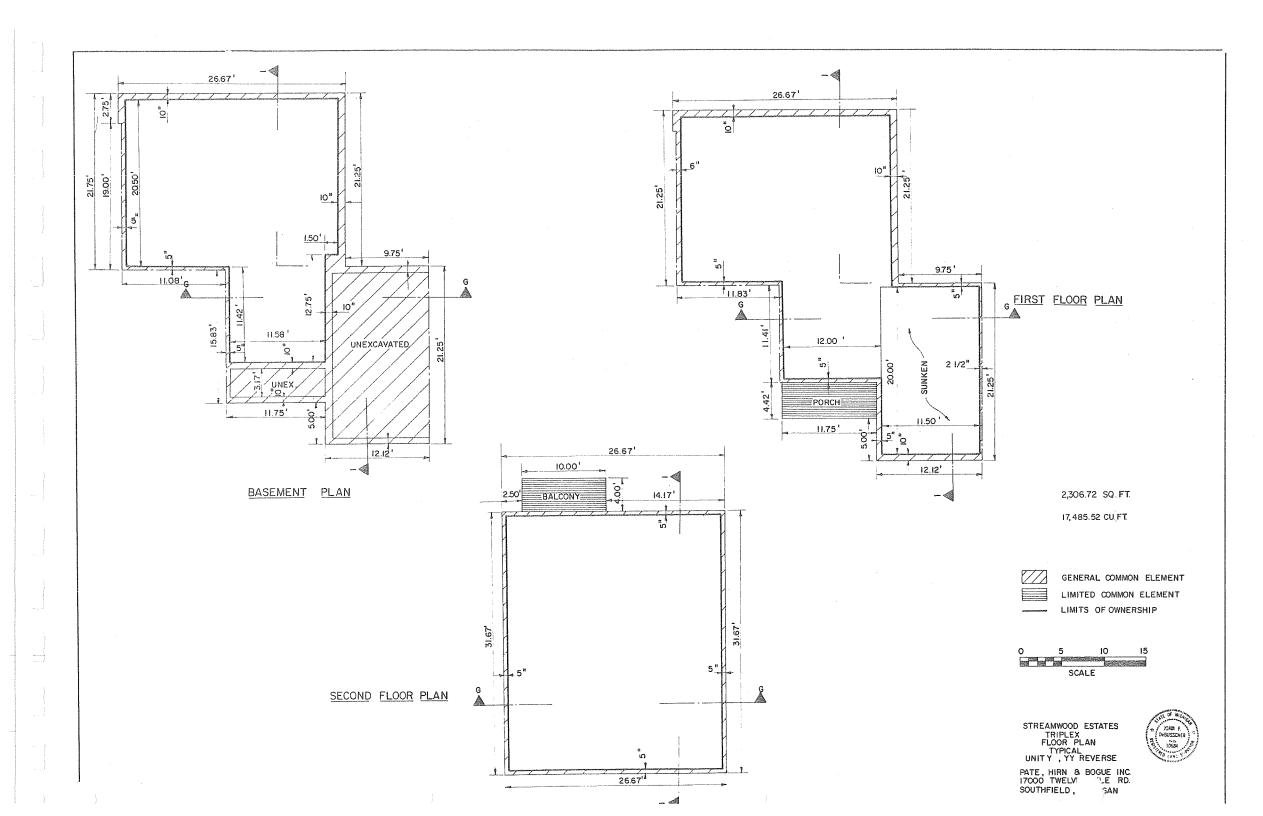
BLDGS:8,9,12,13,14,15,16,18,19,20,

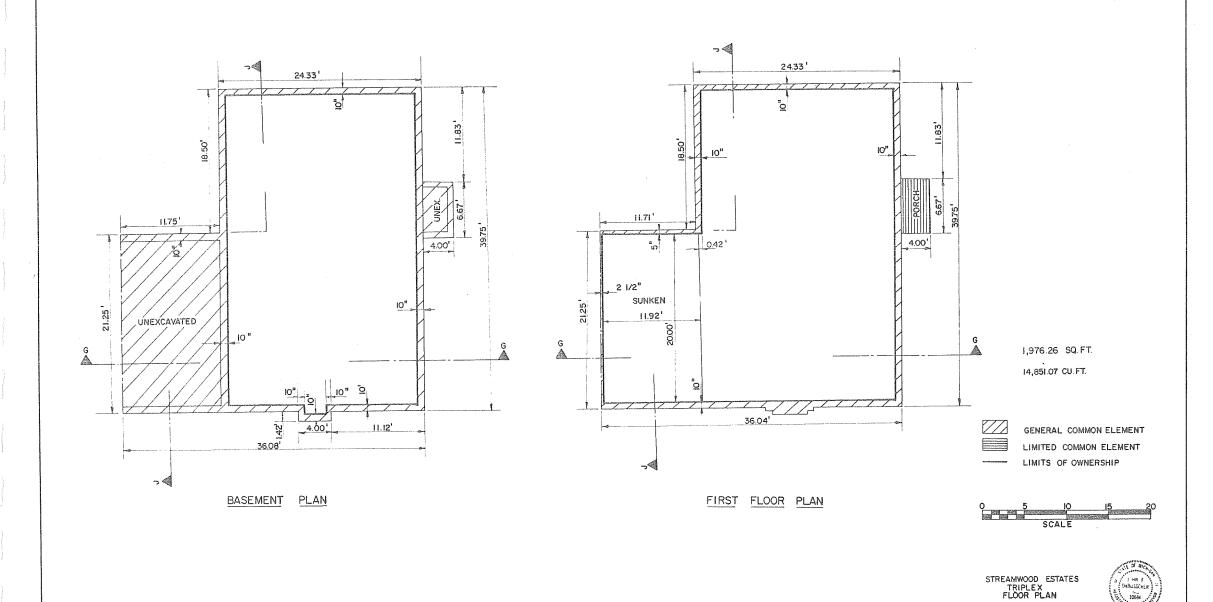
PATE, HITN & BOGUE INC. , MICHIGAN SOUTH



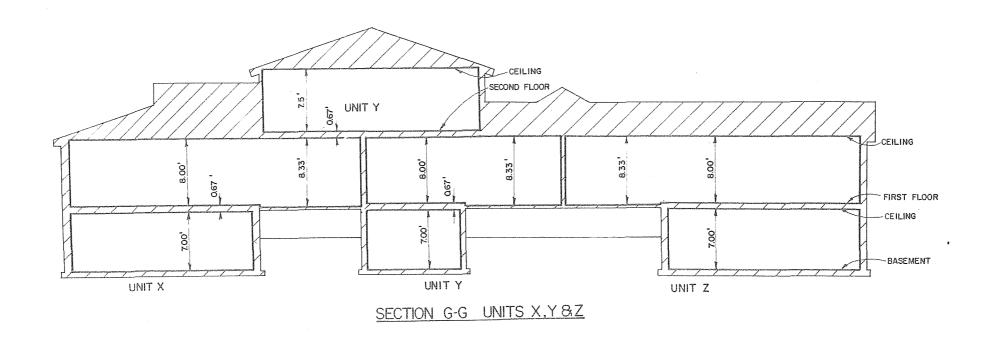
STREAMWOOD ESTATES
TRIPLEX
FLOOR PLAN
TYPICAL
UNIT X , XX REVERSE
PATE, HIRN 8 BOOLE INC.
17000 TWELVE MILE RD.
SOUTHFIELD . "IGAN

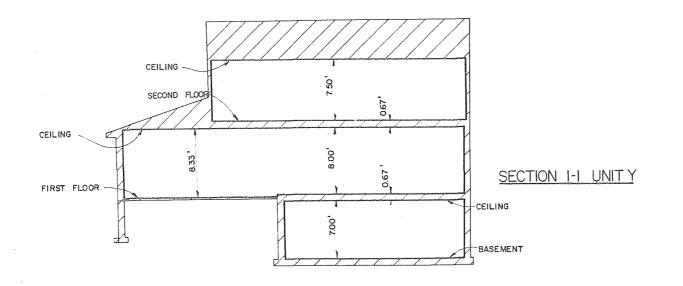
9/16/1 SHEET NO. 12





TYPICAL
UNITZ , ZZ REVERSE
PATE, HIRN & BOGUE INC.
17000 TWELVF MILE RD.
SOUTHFIELD HIGAN





GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

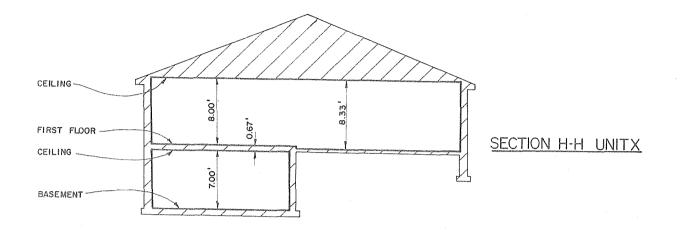


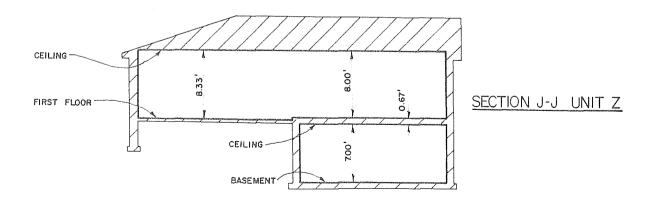
STREAMWOOD ESTATES

CROSS SECTION & LONGITUDINAL SECTION -TRIPLEX TYPICAL UNITS X, Y&Z (UNITS XX, YY &ZZ REVERSE) PATE, HIRN & BOGUE INC. 17000 TWELVE RD. SOUTHFIELD, A

9/16/74 5 NO.15







GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP



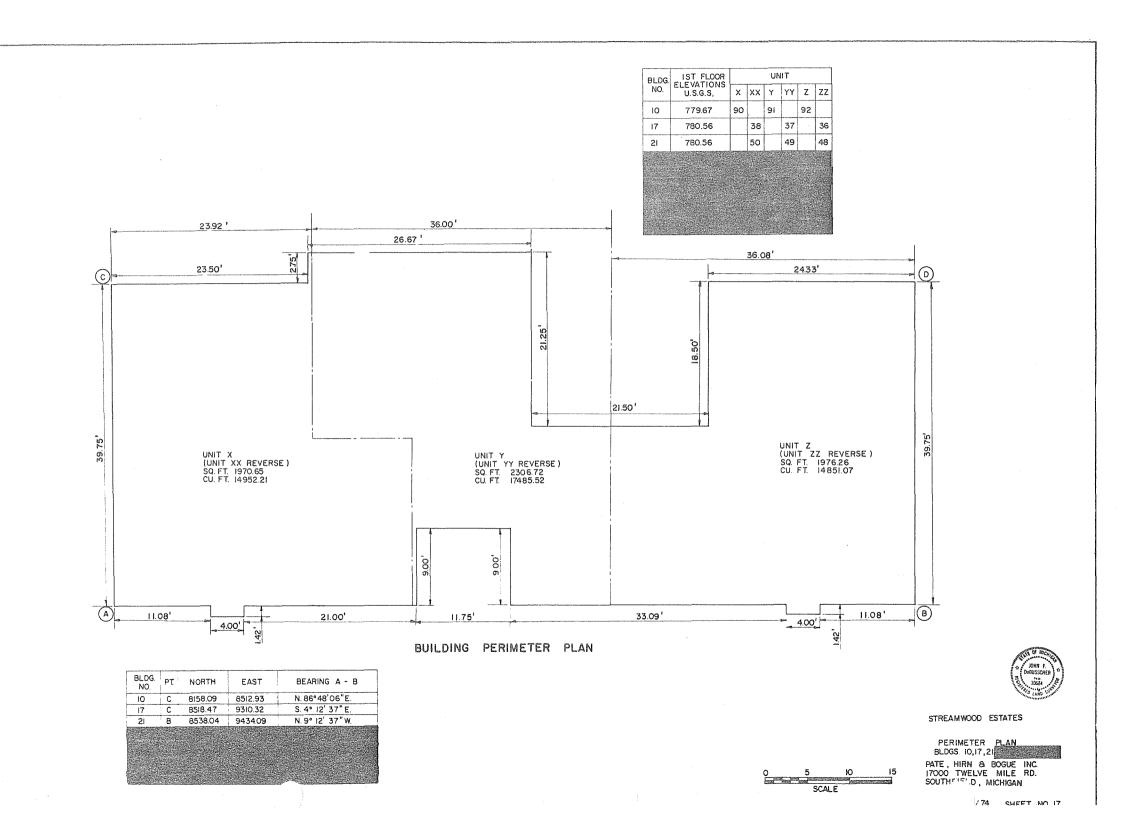
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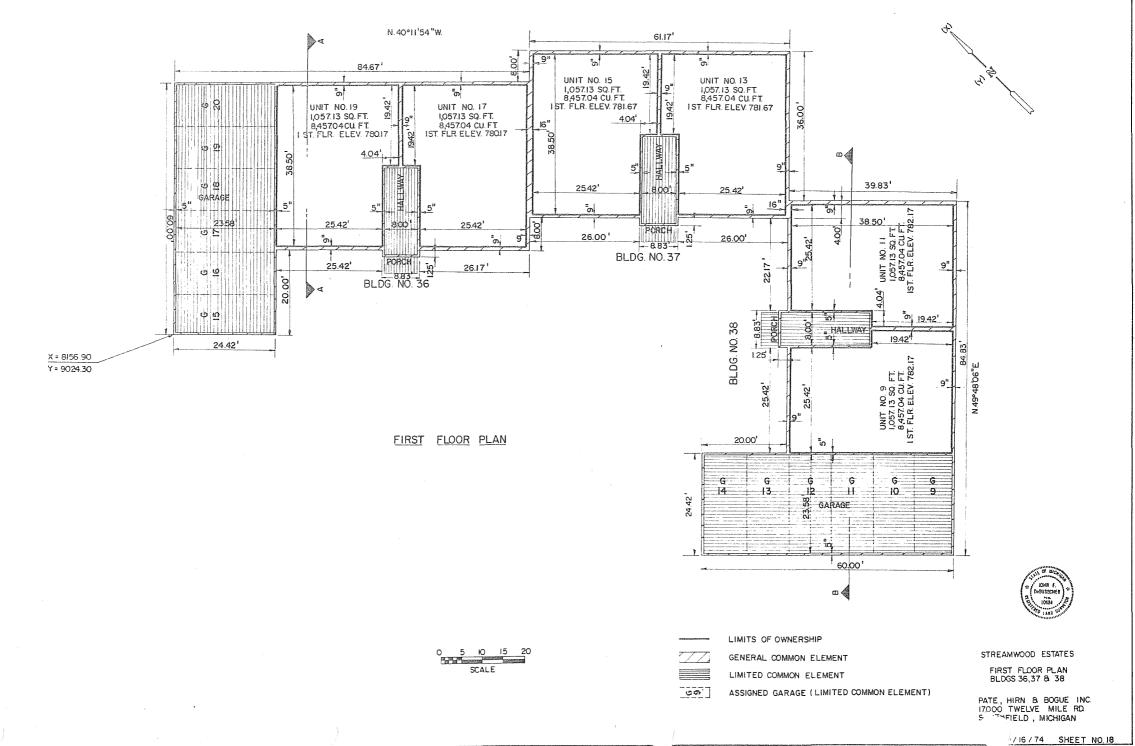
STREAMWOOD ESTATES

CROSS SECTIONS
TRIPLEX TYPICAL
UNITS X, 8 Z
(UNITS XX 8 ZZ REVERSE)
PATE, HIRN B BOTE INC.
17000 TWELVE
SOUTHFIELD, h

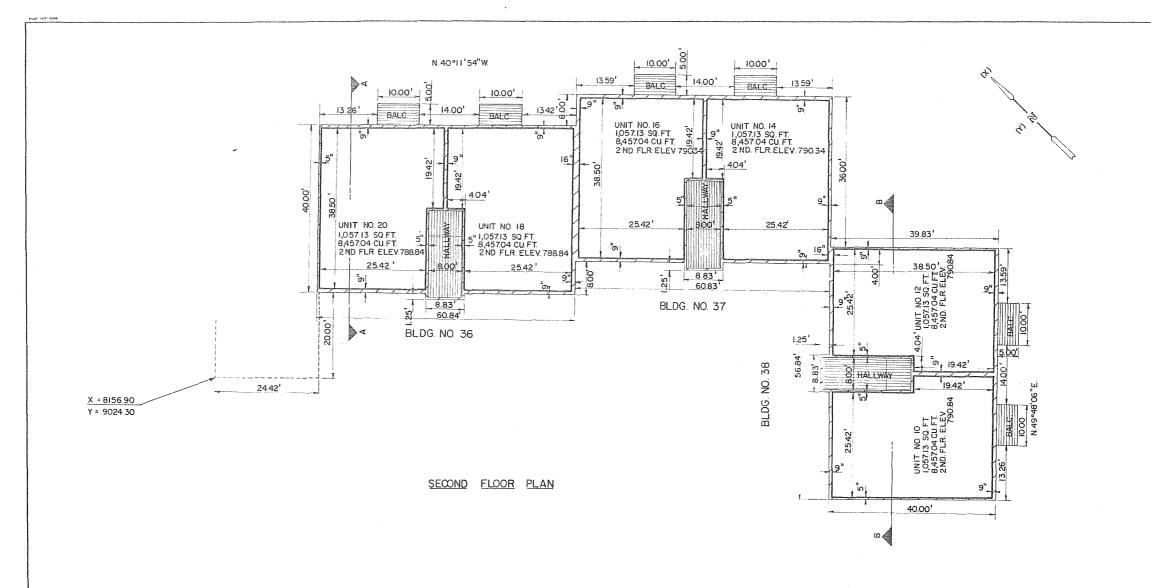


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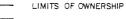


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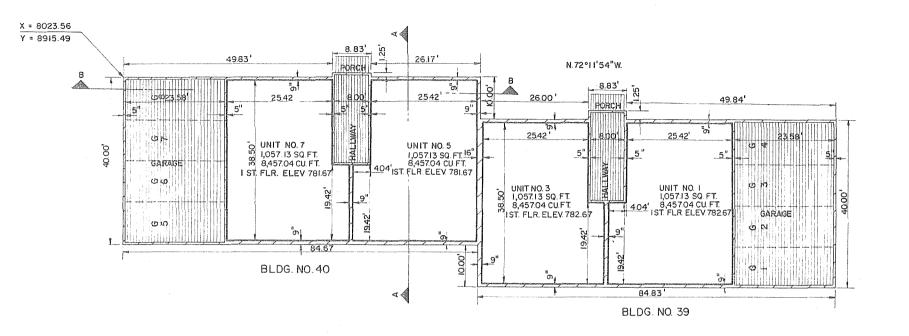
GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

STREAMWOOD ESTATES

SECOND FLOOR PLAN BLDGS 36,37 & 38

PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SC ELD, MICHIGAN

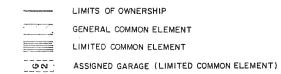




FIRST FLOOR PLAN







STREAMWOOD ESTATES FIRST FLOOR PLAN BLDGS 39 8 40

PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RÖ. SOUTHFIELD , MICHIGAN

0 5 10 15 20 SCALE



GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

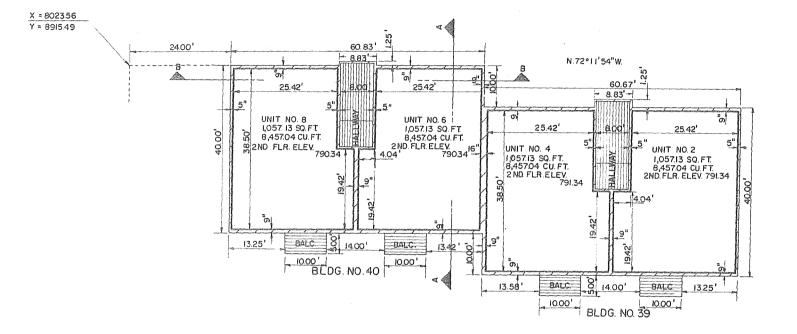
LIMITS OF OWNERSHIP

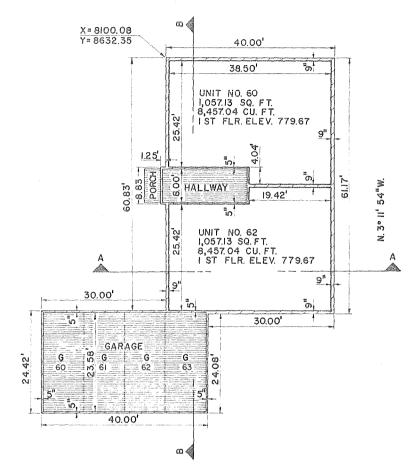
PATE TIRN & BOGUE INC.

STREAMWOOD ESTATES

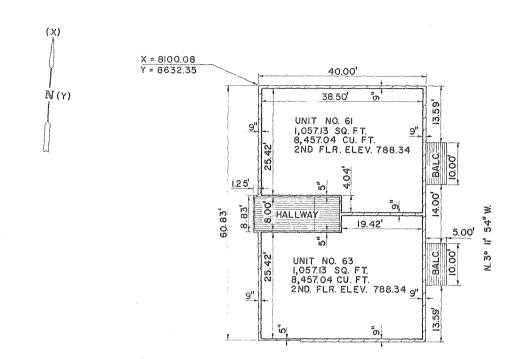
SECOND FLOOR PLAN BLDGS 39 8 40







FIRST FLOOR PLAN



SECOND FLOOR PLAN





- LIMITS OF OWNERSHIP

GENERAL COMMON ELEMENT

LIMITED COMMON ELFMENT

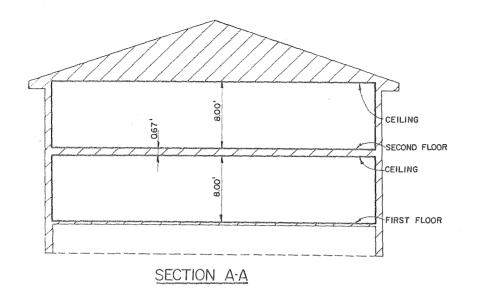
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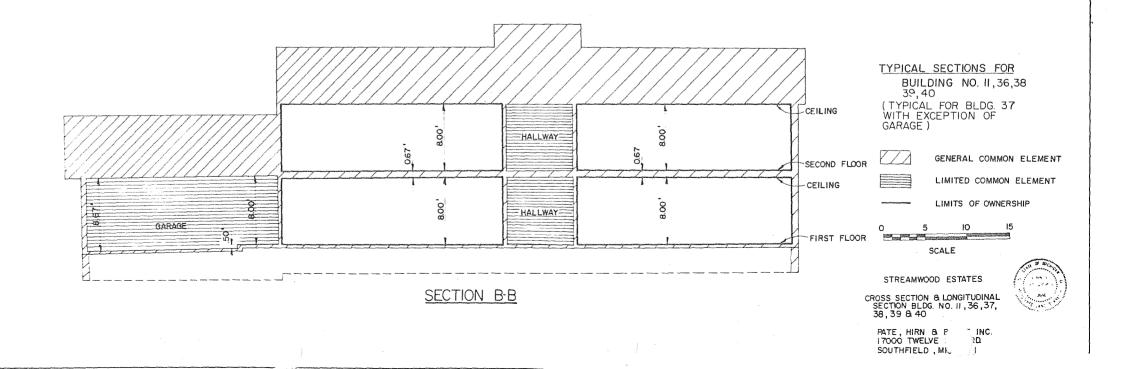
STREAMWOOD ESTATES

FIRST & SECOND FLOOR PLAN BUILDING NO. II

> PATE, HIRN 17000 TWE

OGUE INC. ILE RD. SOUTHFIELL CHIGAN





MARIOR MODE

STATE OF MICHIGAN

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Securities Division (617) 373-0465 Corposition Devylus (517) 373-0476 Condumention Secto (517) 373-0408

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WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHY, Director

ORDER

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

In re: Application of Streamwood Estates, a Michigan co-partnership, 30233
Southileld Road, Southfield, MI 48076, Developer, for a Certificate
of Approval of Amended Master Deed, for STREAMWOOD ESTATES CONDOMINIUM
SECURD AMENUMENT, Hamlin & Crocks Road, Avon Twp., Oakland County;
Michigan. (Cur file #72-294).

- Application having been duly made and examined.
- 2. A Certificate of Approval of the Amended Master Deed for the above condominium is hereby given to the Developer; pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a. That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Daed.
 - b. That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the Issuance of a Parmit to Sell.
 - c. That the Master Deed shall not be recorded without a certification by the Tressurer collecting same that all property taxes and special assessments which have become a lice on the property involved in the project have been paid in full.
 - d. When construction has been completed the developer shall amend the Master Dood by filing "as built" plans.
- 3. This Certificate of Approval of the Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE Richard K. Helmbrecht, Director

Hugh H. Makens, Director

Corporation & Securities Eureau

Dreat: November 4, 1976 Landin, Makifam

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FIRST AMENDMENT TO MASTER DEED OF Recorded in Liber 6541, STREAMWOOD ESTATES Pages 296 through 325

Recorded in Liber 6541, Pages 296 through 325, Oakland County Records, on September 19, 1975.

Streamwood Estates, a Michigan co-partnership, being the Developer of Streamwood Estates, a condominium project established pursuant to the Master Deed thereof, recorded on May 22, 1974, in Liber 6295, Pages 308 through 352, Oakland County Records, and known as Streamwood Estates, Oakland County Condominium Subdivision Plan No. 178, hereby amends the Master Deed of Streamwood Estates pursuant to the authority reserved in Article VI of said Master Deed for the purposes of enlarging the condominium project from 50 units to 63 units by the addition of land as described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed and for the purposes of amending Article V and Article VIII of the Master Deed and Article VII of the Condominium Bylaws (Exhibit "A") to bring the provisions thereof into conformity with the requirements set forth in the regulations of the Federal Home Loan Mortgage Corporation. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium Project by this Amendment is more particularly described as follows:

Land in the Township of Avon, Oakland County, Michigan, described as: A parcel of land being part of the southeast 1/4 of Section 20, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being more particularly described as: Beginning at a point distant north 2 degrees 09 minutes 01 seconds west 60.05 feet along the east line of said Section 20 to a point on the northerly 60 foot right-of-way line of Hamlin Road, and north 89 degrees 57 minutes 21 seconds west 17.69 feet along the said northerly right-of-way line of Hamlin Road, and north 2 degrees 51 minutes 34 seconds east 125.36 feet to a point of curvature to the left having a radius of 500.00 feet, an arc length 109.59 feet, a central angle of 12 degrees 33 minutes 28 seconds, a chord bearing and distance of north 3 degrees 25 minutes 10 seconds west 109.37 feet and north 9 degrees 41 minutes 54 seconds west 70.00 feet to a point of curvature to the right having a radius of 480.00 feet, an arc length of 120.71 feet a central angle of 14 degrees 24 minutes 31 seconds a chord bearing and distance of north 2 degrees 29 minutes 38 seconds west 120.39 feet from the southeast corner of said Section 20, proceeding thence north 85 degrees 17 minutes 23 seconds west 34.55 feet; thence south 86 degrees 48 minutes 06 seconds west 201.89 feet; thence north 3 degrees 11 minutes 54 seconds west 92.00 feet; thence south 86 degrees 48 minutes 06 seconds west, 88.29 feet; thence north 3 degrees 44 minutes 43 seconds west 251.82 feet; thence north 86 degrees 15 minutes 17 seconds east 79.90 feet to the approximate centerline of the Clinton River; thence along the said approximate centerline of the Clinton River south 68 degrees 44 minutes 58 seconds east 96.57 feet to a point; thence leaving said approximate centerline of the Clinton River south 39 degrees 05 minutes 06 seconds east 296.59 feet to a point of curvature to the left having a radius of 480.00 feet, an arc length of 70.71 feet, a central angle 8 degrees 26 minutes 26 seconds, a chord bearing and distance of south 8 degrees 55 minutes 50 seconds west, 70.65 feet to the point of beginning.

2. First Amended Article V-B and First Amended Article V-C of said Master Deed of Streamwood Estates as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Article V-B and Article V-C of the Master Deed as originally recorded, and the originally recorded Article V-B and Article V-C shall be of no further force or effect.

FIRST AMENDED ARTICLE V-B AND FIRST AMENDED ARTICLE V-C OF THE MASTER DEED OF STREAMWOOD ESTATES

ARTICLE V

B. The percentage of value assigned to each apartment is set forth in Subparagraph C below. he percentage of value assigned to each apartment shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration and the value of such co-owner's vote at meetings of the Association of Co-Owners. The total value of the project is 100. The percentage of value allocated to each apartment may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any unit in the project and with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly approved and recorded, except as provided in Article VIII hereof.

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

Apartment	Number	Percentage of Value Assigned
1	Two-Bedroom Garden Apartment	1.367
2	Two-Bedroom Garden Apartment	
3	Two-Bedroom Garden Apartment	
4	Two-Bedroom Garden Apartment	
5	Two-Bedroom Garden Apartment	1.367
6	Two-Bedroom Garden Apartment	1.367
7	Two-Bedroom Garden Apartment	1.367
8	Two-Bedroom Garden Apartment	1.367
9	Two-Bedroom Garden Apartment	1.367
10	Two-Bedroom Garden Apartment	1.367
11	Two-Bedroom Garden Apartment	1.367
12	Two-Bedroom Garden Apartment	1.367
13	Two-Bedroom Garden Apartment	1.367
14	Two-Bedroom Garden Apartment	1.367
15	Two-Bedroom Garden Apartment	1.367
16	Two-Bedroom Garden Apartment	1.367
17	Two-Bedroom Garden Apartment	1.367
18	Two-Bedroom Garden Apartment	1.367
19	Two-Bedroom Garden Apartment	1.367
20	Two-Bedroom Garden Apartment	1.367
21	Three-Bedroom Townhouse	1.803
22_	Three-Bedroom Townhouse	1.777
23	Two-Bedroom Townhouse	1.759
24	Two-Bedroom Townhouse	1.759
25	Three-Bedroom Townhouse	1.777
26	Three-Bedroom Townhouse	1.803
27	Three-Bedroom Townhouse	1.803
28	Three-Bedroom Townhouse	1.777
29	Two-Bedroom Townhouse	1.759
30	Two-Bedroom Townhouse	1.759
31 32	Three-Bedroom Townhouse	1.777
32	Three-Bedroom Townhouse	1.803
33 34	Three-Bedroom Townhouse	1.739 1.712
35	Three-Bedroom Townhouse Two-Bedroom Townhouse	1.680
36	Two-Bedroom Triplex	1.602
37	Three-Bedroom Triplex	1.712
38	Two-Bedroom Triplex	1.602
39	Two-Bedroom Townhouse	1.695
40	Three-Bedroom Townhouse	1.712
41	Three-Bedroom Townhouse	1.803
42	Three-Bedroom Townhouse	1.803
43	Three-Bedroom Townhouse	1.777
44	Two-Bedroom Townhouse	1.759
45	Two-Bedroom Townhouse	1.695
46	Three-Bedroom Townhouse	1.712
47	Three-Bedroom Townhouse	1.739
48	Two-Bedroom Triplex	1.602
49	Three-Bedroom Triplex	1.712
50	Two-Bedroom Triplex	1.602
51	Three-Bedroom Townhouse	1.739
52	Three-Bedroom Townhouse	1.712
53	Two-Bedroom Townhouse	1.680
54	Three-Bedroom Townhouse	1.739
55	Three-Bedroom Townhouse	1.712

56	Two-Bedroom Townhouse	1.680
57	Two-Bedroom Triplex	1.602
58	Three-Bedroom Triplex	1.712
59	Two-Bedroom Triplex	1.602
60	Two-Bedroom Garden Apartment	1.367
61	Two-Bedroom Garden Apartment	1.367
62	Two-Bedroom Garden Apartment	1.367
63	Two-Bedroom Garden Apartment	1 367

3. First Amended Article VIII of the Master Deed of Streamwood Estates as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Article VIII of the Master Deed as originally recorded, and the originally recorded Article VIII shall be of no further force or effect.

FIRST AMENDED ARTICLE VIII OF THE MASTER DEED OF STREAMWOOD ESTATES

ARTICLE VIII

Except as provided in preceding Articles as set forth above and in Exhibit "A" hereto, the Condominium Project shall not be terminated, vacated, revoked or abandoned or any of the provisions of this Master Deed or Exhibit "B" amended (but not Exhibit "A" hereto which may be amended as therein provided) unless all of the co-owners and the mortgagees of all of the mortgages covering the apartments unanimously agree to such termination, vacation, revocation, abandonment or amendment by duly approved and recorded instruments; FURTHER, unless all holders of first mortgages on individual units in the project have given their prior written approval, neither the Association nor any co-owner(s) shall partition or subdivide any unit or the common elements of the project; PROVIDED, HOWEVER, that prior to the first annual meeting of members of the Association, the Developer may with the approval of the Michigan Department of Commerce (but without the consent of any co-owner or any other person) amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner or mortgagee in the project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

4. Section 1 of Article VII of the Condominium Bylaws (Exhibit "A") of Streamwood Estates is amended to provide as follows:

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

5. Article VII of the Condominium Bylaws is amended by the addition of the following:

FIRST AMENDED ARTICLE VII OF THE CONDOMINIUM BYLAWS OF STREAMWOOD ESTATES

- Section 3. Notwithstanding any other provision in the Condominium Documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holder of each first mortgage of a condominium unit of record:
- (a) Each first mortgagee has the right to examine the books and records of the Streamwood Estates Condominium Association and the condominium project.

- (b) No condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of distribution to condominium unit owners of insurance proceeds of condominium awards for losses to or a taking of condominium units and/or common elements.
- (c) Any agreement for professional management of the condominium project shall provide that the management contract may be terminated for cause on ninety (90) days' written notice and the term of any such contract may not exceed three years.
- (d) An adequate reserve fund for replacement of the common elements must be established and must be funded by regular monthly payments rather than by special assessments.
- (e) The Association shall give notice in writing to the Federal Home Loan Mortgage Corporation (in care of its designated servicing agent) of any loss to, or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000.
- (f) The Association shall not be entitled to use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.
- 6. First Amended Sheets 1, 2, 3, 4, 5 and 6 through 23, inclusive, of the Condominium Subdivision Plan of Streamwood Estates, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede originally recorded Sheets 1 through 23 of the Condominium Subdivision Plan of Streamwood Estates, and the originally recorded Sheets 1, 2, 3, 4, 5 and 6 through 23, inclusive, shall be of no further force or effect. The legal description of the condominium premises contained on said First Amended Sheet 1 of the Condominium Subdivision Plan shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed.
- 7. Sheets 3a, 4a and 5a of the Condominium Subdivision Plan of Streamwood Estates as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, supplement and be incorporated in the Condominium Subdivision Plan of Streamwood Estates, as originally recorded.

In all respects other than as hereinabove indicated, the original Master Deed of Streamwood Estates, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

STREAMWOOD ESTATES, a Michigan co-partnership

/s/ Larry Lokuta
Larry Lokuta

By: /s/ Donald G. Van Every
Donald G. Van Every, Partner

/s/ Charlotte K. Reis
Charlotte K. Reis

STATE OF MICHIGAN

SS.

COUNTY OF OAKLAND

The foregoing First Amendment to Master Deed of Streamwood Estates was acknowledged before me this 18th day of September , 1975, by Donald G. Van Every, a partner of Streamwood Estates, a Michigan co-partnership, on behalf of the co-partnership.

FIRST AMENDMENT TO MASTER DEED DRAFTED BY:
Robert L. Nelson, of
Dykema, Gossett, Spencer, Goodnow & Trigg
2700 City National Bank Building
Detroit, Michigan 48226
WHEN RECORDED, RETURN TO DRAFTER.

/s/ Charlotte K. Reis
Charlotte K. Reis
Notary Public, Oakland County, Michigan
My Commission Expires: October 18, 1975

PANGETTAL SCOTT FOR SURPLINE A RESIDENT ROOT MARKET

SECOND AMENDMENT TO MASTER DEED OF STREAMWOOD ESTATES

Recorded in Liber 6801, Pages 552 through 570, Oakland County Records on November 23, 1976.

Streamwood Estates, a Michigan co-partnership, being the Developer of Streamwood Estates, a condominium project established pursuant to the Master Deed thereof, recorded on May 22, 1974, in Liber 6295, Pages 308 through 352, and First Amendment to the Master Deed, recorded on September 19, 1975, in Liber 6541, Pages 296 through 325, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 178, hereby amends the Master Deed and Condominium Bylaws of Streamwood Estates pursuant to the authority reserved in Articles VI and VIII of said Master Deed and Article VIII of said Condominium Bylaws for the purposes of reassigning garage spaces, correcting building coordinates, eliminating duplicate sheets of Condominium Subdivision Plans and enlarging the condominium project from 63 units to 87 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Said Master Deed and Condominium Bylaws are amended in the following manner:

1. The land which is being added to the Condominium Project by this Amendment is more particularly described as follows:

A parcel of land being part of the Southwest 1/4 of Section 21, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, being more particularly described as beginning at a point distant N. 1° 34′ 36″ W. 60.02 feet to a point on the Northerly 60-foot right-of-way line of Hamlin Road and N. 86° 48′ 06″ E. 81.71 feet along said Northerly right-of-way line of Hamlin Road from the Southwest corner of said Section 21, proceeding thence N. 9° 41′ 51″ W., 313.42 feet; thence along a curve to the right having a radius of 420.00 feet, an arc length 127.88 feet, a central angle of 17° 26′ 42″, a chord bearing and distance of N. 0° 58′ 33″ W. 127.39 feet; thence S. 72° 11′ 54″ E., 215.60 feet; thence N. 49° 48′ 06″ E., 67.70 feet; thence S. 3° 11′ 51″ E., 229.17 feet; thence S. 86° 48′ 09″ W., 45.00 feet; thence S. 3° 11′ 51″ E., 173.00 feet to the Northerly 60-foot right-of-way line of Hamlin Road; thence along said Northerly right-of-way line, S. 86° 48′ 06″ W., 179.81 feet to the point of beginning; and

A parcel of land being part of the Southwest 1/4 of Section 21, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, being more particularly described as beginning at a point distant N. 1° 34′ 36″ W., 60.02 feet to a point on the Northerly 60-foot right-of-way line of Hamlin Road and N. 86° 48′ 06″ E., 261.52 feet along said Northerly right-of-way line and N. 3° 11′ 51″ W., 173.00 feet and N. 86° 48′ 09″ E. 45.00 feet and N. 3° 11′ 51″ W., 229.17 feet and N. 49° 48′ 06″ E., 59.06 feet from the Southwest corner of said Section 21, proceeding thence N. 49° 48′ 06″ E., 132.60 feet; thence N. 40° 11′ 54″ W., 280.73 feet; thence along a curve to the right having a radius of 420.00 feet, an arc length 161.69 feet, a central angle of 22° 03′ 27″, a chord bearing and distance of N. 73° 31′ 23″ E., 160.69 feet; thence N. 84° 33′ 06″ E., 170.43 feet; thence S. 5° 26′ 54″ E., 336.98 feet; thence S. 84° 33′ 06″ W., 277.09 feet to the point of beginning.

2. Second Amended Article V-C of said Master Deed of Streamwood Estates as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede First Amended Article V-C of the Master Deed as recorded, and the First Amended Article V-C shall be of no further force or effect.

SECOND AMENDED ARTICLE V-C OF THE MASTER DEED OF STREAMWOOD ESTATES

ARTICLE V

- C. Set forth below are:
 - (a) Each apartment number as it appears on the Condominium Subdivision Plan.
 - (b) The percentage of value assigned to each apartment.

17	н	.733
18	Ħ	.733
19	11	.733
20	t t	.733
	There had a an town house	.968
21	Three-bedroom townhouse	
22	m 1 1 1 1 1 1	.954
23	Two-bedroom townhouse	.944
24	11	.944
25	Three-bedroom townhouse	.954
26	11	.968
27	n	.968
28	11	.954
29	Two-bedroom townhouse	.944
30	11	.944
31	Three-bedroom townhouse	.954
32	II	.968
33	n'	.934
34	H.	.919
35	Two-bedroom townhouse	.903
36	Two-bedroom triplex	.861
37		
	Three-bedroom triplex	.919
38	Two-bedroom triplex	.861
39	Two-bedroom townhouse	.909
40	Three-bedroom townhouse	.919
41	"	.968
42	# ···	.968
43	Ħ	.954
44	Two-bedroom townhouse	.944
45	H .	.909
46	Three-bedroom townhouse	.919
47	11	.934
48	Two-bedroom triplex	.861
49	Three-bedroom triplex	.919
50	Two-bedroom triplex	.861
51	Three-bedroom townhouse	.903
52	II.	.919
53	Two-bedroom townhouse	.934
54	Three-bedroom townhouse	.934
55	11	.919
56	Two-bedroom townhouse	.903
57	Two-bedroom triplex	.861
58	Three-bedroom triplex	.919
59	Two-bedroom triplex	.861
60	Two-bedroom garden apartment	.733
61	i wo bedioom gaiten apartment	.733
62	II.	.733
63	Ħ	.733
64	Three hadroom townhouse	
	Three-bedroom townhouse	.934
65	m 1 1 1 1	.919
66	Two-bedroom townhouse	.909
67	Two-bedroom triplex	.861
68	Three-bedroom triplex	.919
69	Two-bedroom triplex	.861
70	Three-bedroom townhouse	.934
71	11	.919
72	Two-bedroom townhouse	.909
73	Two-bedroom triplex	.919
74	Three-bedroom triplex	.919
75	Two-bedroom triplex	.861
76	Three-bedroom townhouse	.934
77	"	.919
78	Two-bedroom townhouse	.909
79	Three-bedroom townhouse	.934
80	in co octiooni towniionse	.934
50		.919

81	Two-bedroom townhouse	.909
82	Two-bedroom triplex	.919
83	Three-bedroom triplex	.919
84	Two-bedroom triplex	.861
85	"	.919
86	Three-bedroom triplex	.919
87	Two-bedroom triplex	.861
88	Three-bedroom townhouse	.934
89	"	.919
90	Two-bedroom townhouse	.909
91	11	.909
92	Three-bedroom townhouse	.919
93	II	.934
94		.934
95		.919
96	Two-bedroom townhouse	.909
97	. 11	.909
98	Three-bedroom townhouse	.919
99	11	.934
100	Two-bedroom triplex	.919
101	Three-bedroom triplex	.919
102	Two-bedroom triplex	.861
103	II .	.861
104	Three-bedroom triplex	.919
105	Two-bedroom triplex	.919
106	11	.919
107	Three-bedroom triplex	.919
108	Two-bedroom triplex	.861
109	"	.919
110	Three-bedroom triplex	.919
111	Two-bedroom triplex	.861
112		.861
113	Three-bedroom triplex	.919
114	Two-bedroom triplex	.919

- 3. Amended Sheets 1, 2, 3, 3B, 3C, 4, 4B, 4C, 5, 5B, 5C, 11, 14, 15, 16 and 17 of the Condominium Subdivision Plan of Streamwood Estates as attached hereto shall replace and supercede Sheets 1, 2, 3, 3B, 3C, 4, 4B, 4C, 5, 5B, 5C, 11, 14, 15, 16 and 17 of the Condominium Subdivision Plan of Streamwood Estates as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 2, 3, 3B, 3C, 4, 4B, 4C, 5, 5B, 5C, 11, 14, 15, 16 and 17 shall be of no further force or effect. The legal description of the condominium premises contained on said Amended Sheet 1 shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.
- 4. First Amended Article VI of said Master Deed of Streamwood Estates as set forth below, shall replace and supercede the originally recorded Article VI of the Master Deed, and the originally recorded Article VI shall be of no further force or effect.

ARTICLE VI

ENLARGEMENT OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of Streamwood Estates and consisting of 50 units is intended to be the first stage of a multi-stage project to contain in its entirety approximately 340 apartments. Additional units, if any, will be constructed upon all or some portion of the following described land:

A parcel of land being part of the S.E. 1/4 of Section 20 and part of the S.W. 1/4 of Section 21, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan; being more particularly described as beginning at a point on the West line of Section 21 located distant N. 2° 09' 01" W. 60.02 ft. along said West section line from the S.W. 1/4 corner of said Section 21 to the proposed Northerly 60 ft. R.O.W. line of Hamlin Road; proceeding thence N. 86° 48' 09" E. 261.49 ft. along said 60 ft. R.O.W. line; thence N. 3° 11' 51" W. 173.00 ft.; thence N. 86° 48' 09" E. 584.92 ft. to a point

on the Northerly line of the Grand Trunk Railroad right-of-way 100 ft. wide; thence along the said Northerly right-of-way line N. 57° 03′ 09″ E. 106.33 ft. to a curve to the left, having a central angle of 10° 03′ 18″, radius of 5501.18 ft., chord bearing and distance of N. 52° 04′ 06″ E. 964.18 ft.; thence N. 0° 19′ 46″ E. 1562.62 ft. to the East and West 1/4 line of Section 21 also being the Southerly subdivision line of Eyster's Avon Estates Sub. recorded in Liber 58, Page 3 of Plats, Oakland County Records; thence along said E/W 1/4 line N. 84° 24′ 09″ W. 510.20 ft. to the East line of Christian Hills No. 3 Sub. recorded in Liber 83, Page 16 of Plats, Oakland County Records; thence S. 0° 43′ 00″ W. 818.19 ft. along the said East line to the S.E. corner of said Christian Hills No. 3 Sub., thence N. 87° 06′ 00″ W. 100.00 ft. along the Southerly line of said Sub. to the approximate centerline of the Clinton River; thence along the approximate river centerline S. 50° 59′ 54″ W. 73.24 ft. and S. 7° 34′ 43″ W. 235.05 ft. and S. 50° 03′ 14″ W. 104.35 ft. and Due West 202.00 ft. and N. 17° 09′ 09″ W. 169.54 ft. and N. 65° 40′ 28″ W. 80.11 ft. and S. 62° 42′ 02″ W. 104.66 ft. and S. 50° 22′ 09″ W. 377.84 ft. and S. 27° 17′ 58″ W. 104.66 ft. and S. 11° 02′ 07″ W. 245.54 ft. and S. 49° 52′ 15″ W. 175.74 ft. to a point; thence leaving said approximate river centerline S. 72° 04′ 48″ W. 190.89 ft. and N. 68° 44′ 58″ W. 96.57 ft. to a point; thence leaving said approximate river centerline S. 86° 15′ 17″ W. 79.90 ft.; thence S. 3° 44′ 43″ E. 754.81 ft.; thence S. 89° 57′ 21″ E. 332.04 ft. along the proposed Northerly 60 ft. R.O.W. line of Hamlin Road to the point of beginning, said parcel containing 58.460 acres, less the land described in Article II.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than December 31, 1977, be increased by the addition to this Condominium of any portion of the future development and the construction of residential units thereon and upon land already included within the condominium. The nature, appearance and location of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various units; PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned to each apartment in Article V hereof be increased, nor shall the percentage of value assigned to each apartment in Article V hereof be diminished to less than 0.1 percent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of general or limited common elements as may be necessary to adequately describe and service the additional section or sections being added to the project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the project to any roadways and sidewalks that may be located on, or planned for the future development, and to provide access to any unit that is located on, or planned for the future development, from the roadways and sidewalks located in the project and to construct new buildings and units on land previously included in the Condominium and to attach the same to buildings previously included in the Condominium. All of the co-owners and mortgagees of apartments and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing apartments which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint 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 secessary 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; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project unties Division ation & Securities Bureau iterprise Drive g. Michigan 48913

JGH H MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

(517) 373-0485 Corporation Division (517) 373-0496 Condominium Section (517) 373-8028

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

CONDITIONAL PERMIT TO SELL

In re: Application of Streamwood Estates, a Michigan co-partnership, 30233 Southfield Road, Southfield, Michigan 48076, Developer, for a Conditional Permit To Sell order for STREAMWOOD ESTATES CONDOMINIUM - SECOND AMENDMENT, Hamlin & Crooks Road, Avon Twp., Oakland County, Michigan. (Our File #72-294).

- Application having been duly made and examined, and 1.
- A Certificate of Approval of Amended Master Deed having been entered on November 4, 1976, and recorded on November 23, 1976, in Liber 6801, page 549, and the Master Deed having been recorded on November 23, 1976, in Liber 6801, pages 552 through 570 in the Oakland County Register of Deeds.
- Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
 - That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
 - (c) That no unit be conveved until an occupancy permit has been received.
 - That until conveyance of title, all deposits shall be placed and remain in the escrow account.
 - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
- This Conditional Permit to Sell becomes effective immediately but shall expire work year from date hereof as to any apartments not deeded or sold under land confidet unless request is made by developer for extension.

 MICHIGAN DEPARTMENT OF COMME

MICHIGAN DEPARTMENT OF COMMERCE Richard K. Helmbrecht, Director

Hugh H. Makens, Director

Corporation & Securities Bureau

November 30 Dated: Lansing, Michigan

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	Two-Bedroom Garden Apartment	
62	Two-Bedroom Garden Apartment	.971
63	Two-Bedroom Garden Apartment	.971
64	Three-Bedroom Townhouse	1.238
65	Three-Bedroom Townhouse	1.219
66	Two-Bedroom Townhouse	1.205
67	Two-Bedroom Triplex	1.140
68	Three-Bedroom Triplex	1.219
69	Two-Bedroom Triplex	1.140
70	Three-Bedroom Townhouse	1.238
71	Three-Bedroom Townhouse	1.219
72	Two-Bedroom Townhouse	1.205
73	Two-Bedroom Triplex	1.219
74	Three-Bedroom Triplex	1.219
75	Two-Bedroom Triplex	1.140
76	Three-Bedroom Townhouse	1.238
77	Three-Bedroom Townhouse	1.219
78	Two-Bedroom Townhouse	1.205
79	Three-Bedroom Townhouse	1.238
80	Three-Bedroom Townhouse	1.219
81	Two-Bedroom Townhouse	1.205
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85	Two-Bedroom Triplex	1.219
86	Three-Bedroom Triplex	1.219
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- 3. First Amended Sheet 5A of the Condominium Subdivision Plan of Streamwood Estates, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede originally recorded Sheet 5A of the Condominium Subdivision Plan of Streamwood Estates, and the originally recorded Sheet 5A shall be of no further force or effect.
- 4. Second Amended Sheets 1, 2, 3, 4, 5, 11, 17 and 22 of the Condominium Subdivision Plan of Streamwood Estates as attached hereto shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheets 1, 2, 3, 4, 5, 11, 17 and 22 of the Condominium Subdivision Plan of Streamwood Estates as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 2, 3, 4, 5, 11, 17 and 22 shall be of no further force or effect. The legal description of the condominium premises contained on said Second Amended Sheet 1 shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.
- 5. Sheets 3B, 3C, 4B, 4C, 5B, and 5C of the Condominium Subdivision Plan of Streamwood Estates as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, supplement and be incorporated in the Condominium Subdivision Plan of Streamwood Estates, as amended.
- 6. Sheets 24 and 25 of the Condominium Subdivision Plan of Streamwood Estates shall, upon approval of this Amendment by Order of the Michigan Department of Commerce and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, be eliminated from said Plans and shall be of no further force or effect.

In all respects, other than as hereinabove indicated, the original Master Deed of Streamwood Estates, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:			STREAMWOOD ESTATES, a Michiga co-partnership	an
/s/ Charlotte K. Reis				
Charlotte K. Reis				
/s/ Marie H. Goodspeed			By: /s/ Donald G. Van Every Donald G. Van Every, Partner	
Marie H. Goodspeed				
STATE OF MICHIGAN)	SS.		
COUNTY OF OAKLAND)			

The foregoing Second Amendment to Master Deed of Streamwood Estates was acknowledged before me this 5th day of November , 1976, by Donald G. Van Every, on of the partners of Streamwood Estates, a Michigan co-partnership, on behalf of the co-partnership.

/s/ Charlotte K. Reis
Charlotte K. Reis
Notary Public, Oakland County, Michigan
My commission expires: September 17, 1979

SECOND AMENDMENT TO MASTER DEED DRAFTED BY:

Robert L. Nelson, of Dykema, Gossett, Spencer, Goodnow & Trigg 2401 W. Big Beaver Road Troy, Michigan 48084

WHEN RECORDED, RETURN TO DRAFTER.

REPLAT NO.2 OF OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178

EXHIBIT B TO THE MASTER DEED OF STREAMWOOD ESTATES, A CONDOMINIUM AVON TOWNSHIP, MICHIGAN

DEVELOPER:

SURVEYOR:

STREAMWOOD ESTATES, A MICHIGAN CO-PARTNERSHIP PATE, HIRN & BOGUE INC. 30233 SOUTHFIELD RD. SOUTHFIELD, MICHIGAN

17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE SE I/4 OF SECTION 20 AND PART OF THE SW I/4 OF SECTION 21, T.3N , RIIE , AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN , BEING MORE PART-ICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N 1º 34'36"W 60 02 FT TO A POINT ON THE NORTHERLY 60 FT. ROW LINE OF HAMLIN ROAD AND N. 89° 57'21"W. I8.29 FT. ALONG THE SAID NORTHERLY ROW. LINE OF HAMLIN ROAD, AND N. 2°51'34"E. 125.36 FT. TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 500 00 FT., AN ARC LENGTH OF 109 59 FT. A CENTRAL ANGLE OF 12° 33'28", A CHORD BEARING AND DISTANCE OF N. 3° 25'10" W. 109.37 FT., AND N 9°41'54"W, 7000 FT. TO A POINT OF CURVATURE TO THE RIGHT. HAVING A RADIUS OF 480.00 FT, AN ARC LENGTH OF 120.71 FT, A CENTRAL ANGLE OF 14° 24' 31", A CHORD BEARING AND DISTANCE OF N 2°29'38"W. 120.39 FT. FROM THE S.E. CORNER OF SAID SECTION 20, PROCEEDING THENCE N. 85° 17'23"W. 34 55 FT. THENCE S. 86°48'06"W. 20189 FT. THENCE N 3° 11'54" W. 92 00 FT , THENCE S. 86° 48'06" W. 88.29 FT, THENCE N. 3°44'43" W 25/82 FT, THENCE N 86° 15' 17" E 7990 FT. TO THE APPROXIMATE CENTERLINE OF THE CLINTON RIVER; THENCE ALONG THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER S 68°44'58"E 96.57 FT, THENCE CONTINUING ALONG THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER N 72°04'48"E 190.89 FT. AND N. 49° 52' 15" E. 175.74 FT_AND_N_H°02'07"E_245.54 FT. AND_N. 27°17'58"E. 104.66 FT. AND_N. 50°22'09"E_377.84 FT AND N.62°42'02"E 10466 FT AND S.65°40'28"E 80.H FT. AND S.17°09'09"E 169.54 FT. TO A POINT, THENCE LEAVING THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER S.0° 29'09"W 168 25 FT.; THENCE S 5°07'13"W. 165.83 FT., THENCE S 9°12'38"E. 100.00 FT.; THENCE S 84° 33'06" W 310.36 FT. TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 480 OO FT. AN ARC LENGTH OF 668 88 FT. A CENTRAL ANGLE OF 79°50'29" A CHORD BEARING AND DISTANCE OF S. 44°37'52" W. 616.06 FT. TO THE POINT OF BEG-INNING. SAID PARCEL CONTAINING 10 040 ACRES. AND.

A PARCEL OF LAND BEING PART OF THE S.W. 1/4 OF SECTION 21, T.3N., R.H.E., AVON TOWNSHIP. OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N 1º 34' 36" W. 60.02 FT TO A POINT ON THE NORTHERLY 60 FT ROW. LINE OF HAMLIN ROAD AND N.86°48'06"E 81.71 FT. ALONG THE SAID NORTHERLY R.O.W. LINE OF HAMLIN ROAD FROM THE S.W. CORNER OF SAID SECTION 21, PROCEEDING THENCE N.9º41'51"W 313.42 FT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FT. AN ARC LENGTH OF 690 89 FT., A CENTRAL ANGLE OF 94°15'00", A CHORD BEARING AND DISTANCE OF N. 37°25'36"E 6I5 59 FT., THENCE N. 84°33'06"E, I70.43 FT., THENCE S. 5°26'54"E, 336.98 FT.; THENCE S 84°33'06"W 277.09 FT., THENCE S. 49°48'06"W 59.06 FT.; THENCE S 3°11'51"E. 229.17 FT; THENCE S.86°48'09" W 45.00 FT; THENCE S.3°11'51"E. 173.00 FT; THENCE S 86° 48' 06" W 179.81 FT TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 5994 ACRES

THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF 2. TOTAL PROJECT PLAN THE AMENDED MASTER DEED OF STREAMWOOD ESTATES, A + 3. SURVEY PLAN CONDOMINIUM, WAS ISSUED TODAY PURSUANT TO ACT 229. 3A SURVEY PLAN PUBLIC ACTS OF 1963, AS AMENDED.

HUGH H MAKENS, DIRECTOR CORPORATION AND SECURITIES BUREAU

DEPARTMENT OF COMMERCE

NOTE:

BUILDING FLEVATIONS ARE SHOWN IN DETAIL ON MICRO-FILMED ARCHITECTURAL WORKING DRAWINGS ON FILE WITH * 5C SITE PLAN THE MICHIGAN DEPARTMENT OF COMMERCE, SECURITIES

PLAN CERTIFICATE

I, JOHN F. DE BUSSCHER , HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN AND THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178 AS SHOWN ON THE ACCOMPANYING DRAWINGS WAS PREPARED UNDER MY DIRECTION, AND THAT THE ATTACHED DRAWINGS OF BUILDINGS AND IMPROVEMENTS ARE PROPOSED. 8 / 10 / 76 John & De Brusker

DATE

JOHN F. DEBUSSCHER REGISTERED LAND SURVEYOR REGISTRATION No. 10684 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN 48076

SHEET INDEX

CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED . L COVER SHEET 38 SURVEY PLAN

. 3C SURVEY PLAN 4. UTILITY PLAN 4A UTILITY PLAN 48 UTILITY PLAN

- 4C UTILITY PLAN *5 SITE PLAN -5A SITE PLAN * 5B SITE PLAN

> 6. TOWNHOUSE FLOOR PLAN TYPICAL UNIT A. AA REVERSE 7. TOWNHOUSE FLOOR PLAN TYPICAL UNIT B, BB REVERSE 8. TOWNHOUSE FLOOR PLAN TYPICAL UNIT C.CC REVERSE

9. CROSS SECTIONS & LONGITUDINAL SECTIONS TOWNHOUSE TYPICAL UNITS A,B &C; AA, BB & CC REVERSE

IO CROSS SECTIONS . TOWNHOUSE TYPICAL UNITS B&C, BB & CC REVERSE

II. PERIMETER PLAN BLDGS. 9,12,13,14,15,16,18,19,20,8, 31,33,42 8 43

12 TRIPLEX FLOOR PLAN TYPICAL UNIT X, XX REVERSE 13 TRIPLEX FLOOR PLAN TYPICAL UNIT Y, YY REVERSE

14. TRIPLEX FLOOR PLAN TYPICAL UNIT Z.ZZ REVERSE 15 CROSS SECTION & LONGITUDINAL SECTION, TRIPLEX

TYPICAL UNITS X,Y&Z; XX,YY & ZZ REVERSE

16. CROSS SECTIONS, TRIPLEX TYPICAL UNITS X & Z , XX & ZZ REVERSE

* 17. PERIMETER PLAN BLDGS, 10.17, 21, 32, 41, 44 8, 45

18. FIRST FLOOR PLAN BLDGS 36,37 & 38 19. SECOND FLOOR PLAN BLDGS, 36,37 & 38 20 FIRST FLOOR PLAN BLDGS. 39 & 40

21. SECOND FLOOR PLAN BLDGS, 39 8 40 * 22 FIRST & SECOND FLOOR PLAN BLDG. II

23 CROSS SECTION & LONGITUDINAL SECTION BLDGS. II, 36, 37, 38, 39, & 40

SURVEYOR'S CERTIFICATE

I. JOHN F. DEBUSSCHER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178 , AS SHOWN ON THE ACCOMPANYING DRAWINGS REPR BENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH, IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (.) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.

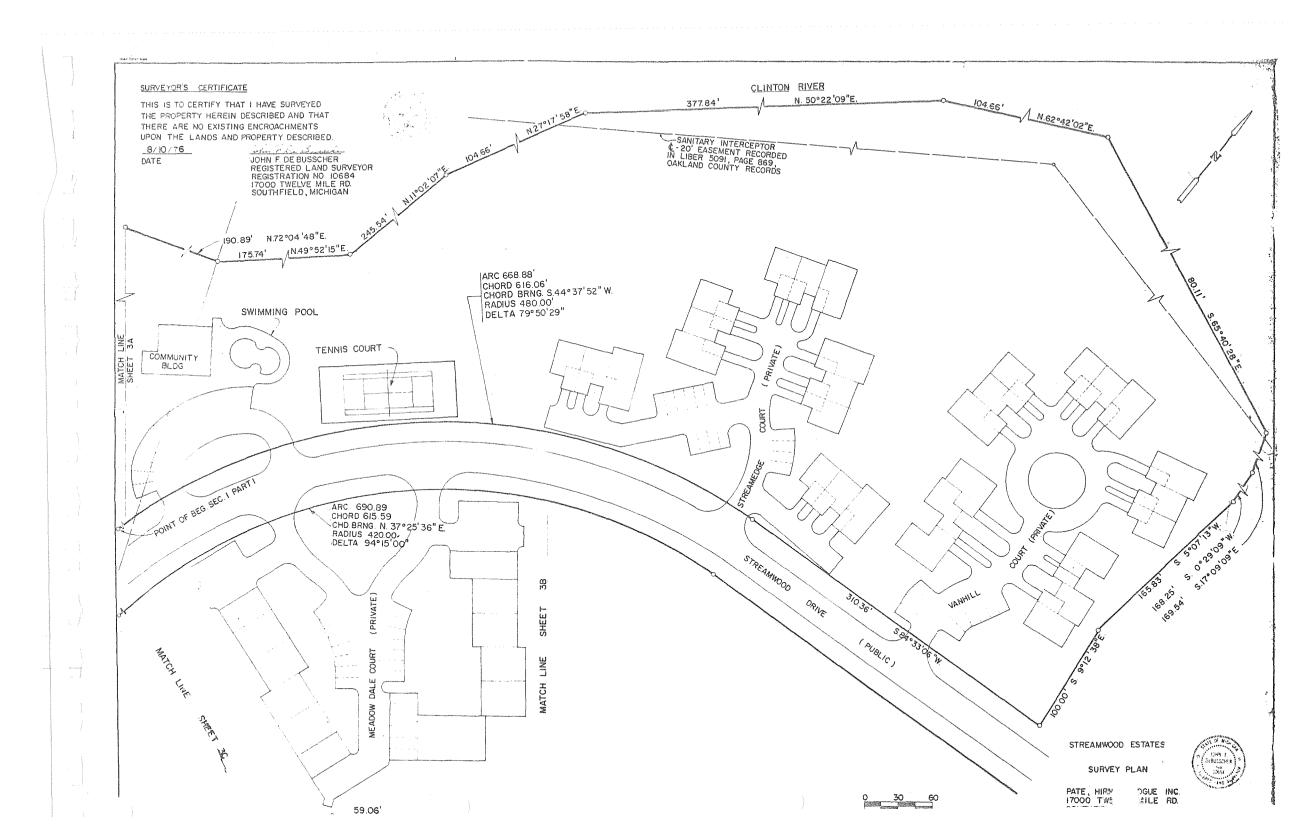
8/10/76 DATE

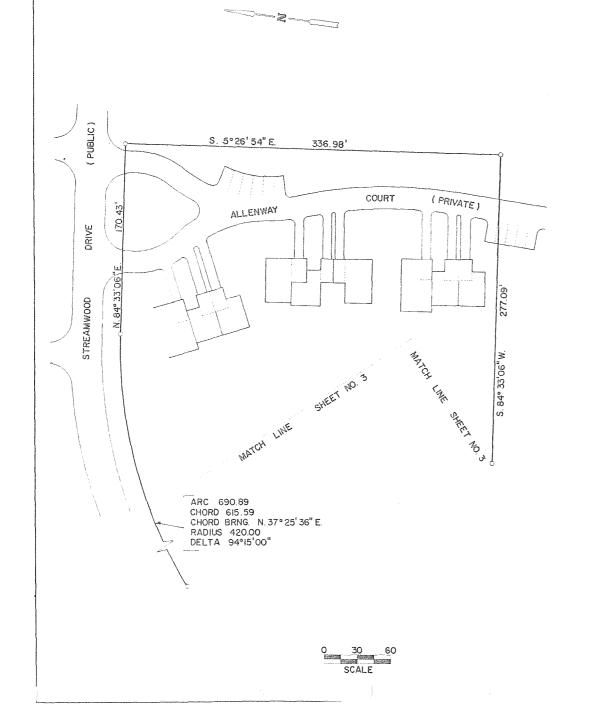
John F De Burche JOHN F. DEBUSSCHER REGISTERED LAND SURVEYOR REGISTRATION No. 10684 17000 TWELVE MILE RD SOUTHFIELD, MICHIGAN 48076

STREAMWOOD ESTATES IS A MULTI-PHASE CONDOMINIUM PROJECT. THE ASTERISK (*) INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED DATED 8/10/76 THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.









SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.

8/10/76

DATE

JOHN F. DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

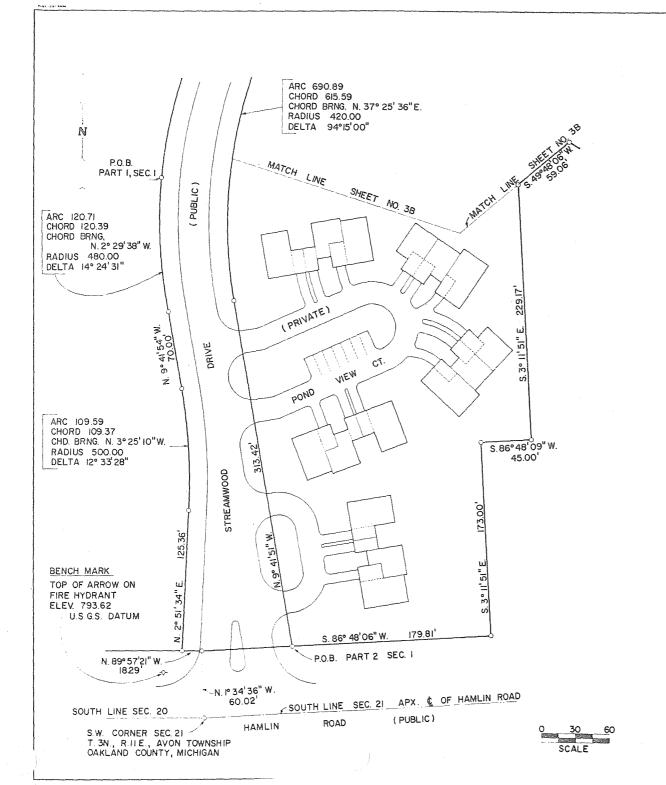
STREAMWOOD ESTATES

S NN S (MBS) N.M

S. 96.4

SURVEY PLAN

PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIF! D, MICHIGAN



SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.

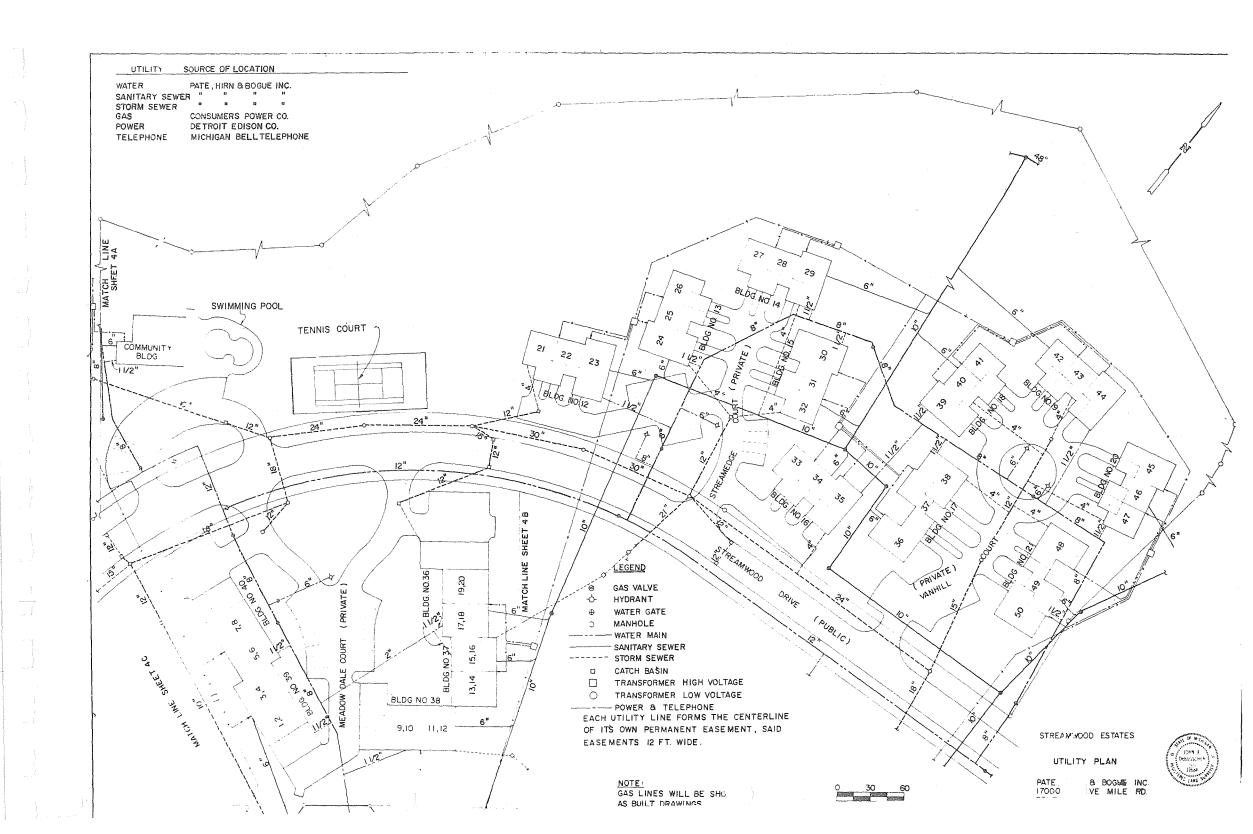
8/10/76 DATE JOHN F. DE BUSSCHER
REGISTERED LAND SURVEYOR
REGISTRATION NO. 10684
17000 TWELVE MILE RD.
SOUTHFIELD, MICHIGAN

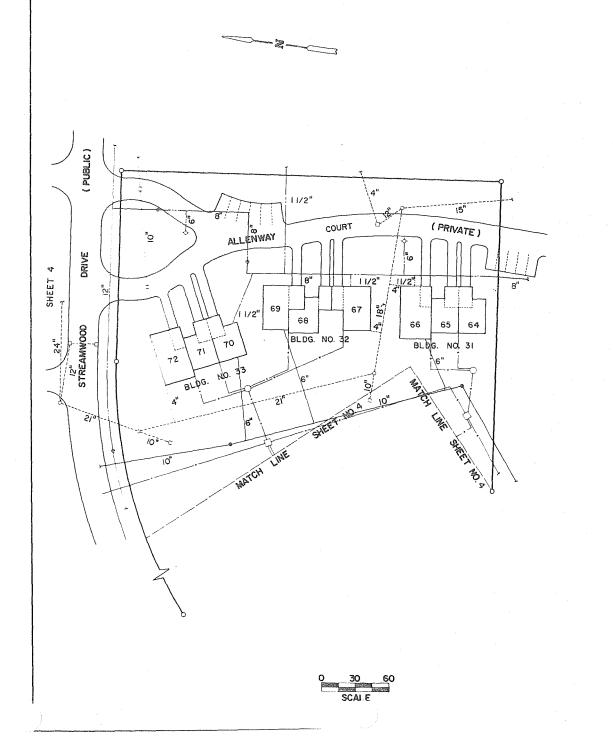
STREAMWOOD ESTATES

JOHN F DeBUSSCHER

SURVEY PLAN

PATE, HIRM & BOGUE INC. 17000 TY 5 MILE RD. SOUTHFI WICHIGAN





UTILITY

TELEPHONE

SOURCE OF LOCATION

WATER MAIN SANITARY SEWER STORM SEWER GAS MAIN POWER PATE, HIRN & BOGUE INC.

" " " " " CONSUMERS POWER CO. DETROIT EDISON CO. MICHIGAN BELL TELEPHONE

LEGEND

- → HYDRANT
- ⊕ WATER GATE
- ---- WATER MAIN
- MANHOLE
- SANITARY SEWER
- □ CATCH BASINS
- ----- STORM SEWER
- ---- GAS MAIN
 - ☐ TRANSFORMER HIGH VOLTAGE
 - O TRANSFORMER LOW VOLTAGE
- ----- POWER & TELEPHONE

EACH UTILITY LINE FORMS THE CENTERLINE OF ITS OWN PERMANENT EASEMENT, SAID EASEMENTS 12 FT. WD.

NOTE:

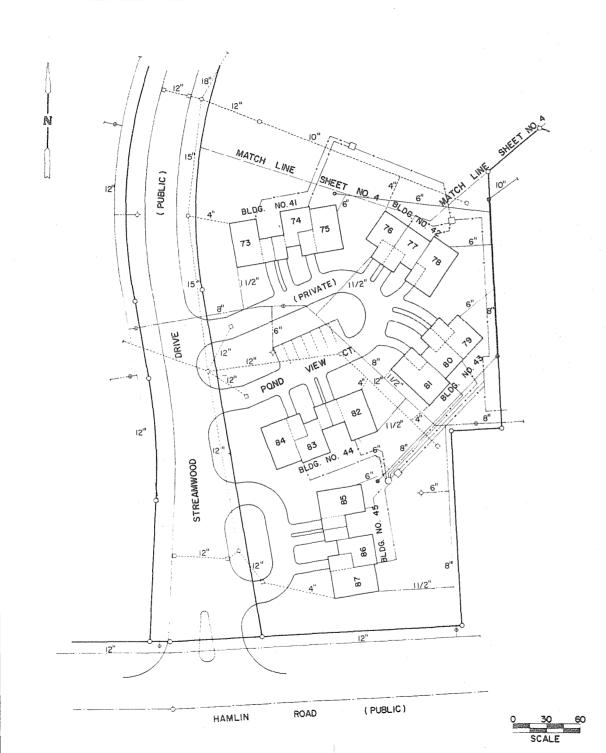
GAS LINES WILL BE SHOWN ON AS BUILT DRAWINGS.



STREAMWOOD ESTATES

UTILITY PLAN

PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIE' MICHIGAN



UTILITY

SOURSE OF LOCATION

WATER MAIN SANITARY SEWER STORM SEWER GAS MAIN POWER

TELEPHONE

PATE, HIRN & BOGUE INC.

CONSUMERS POWER CO. DETROIT EDISON CO. MICHIGAN BELL TELEPHONE

LEGEND

- → HYDRANT
- ⊕ WATER GATE
- ----- WATER MAIN
- MANHOLE
- SANITARY SEWER
- CATCH BASIN
- ----- STORM SEWER
- ----- GAS MAIN
- ☐ TRANSFORMER HIGH VOLTAGE
- O TRANSFORMER LOW VOLTAGE
- ---- POWER & TELEPHONE

EACH UTILITY LINE FORMS THE CENTERLINE OF ITS OWN PERMANENT EASEMENT, SAID EASEMENTS 12 FT. WD.

NOTE:

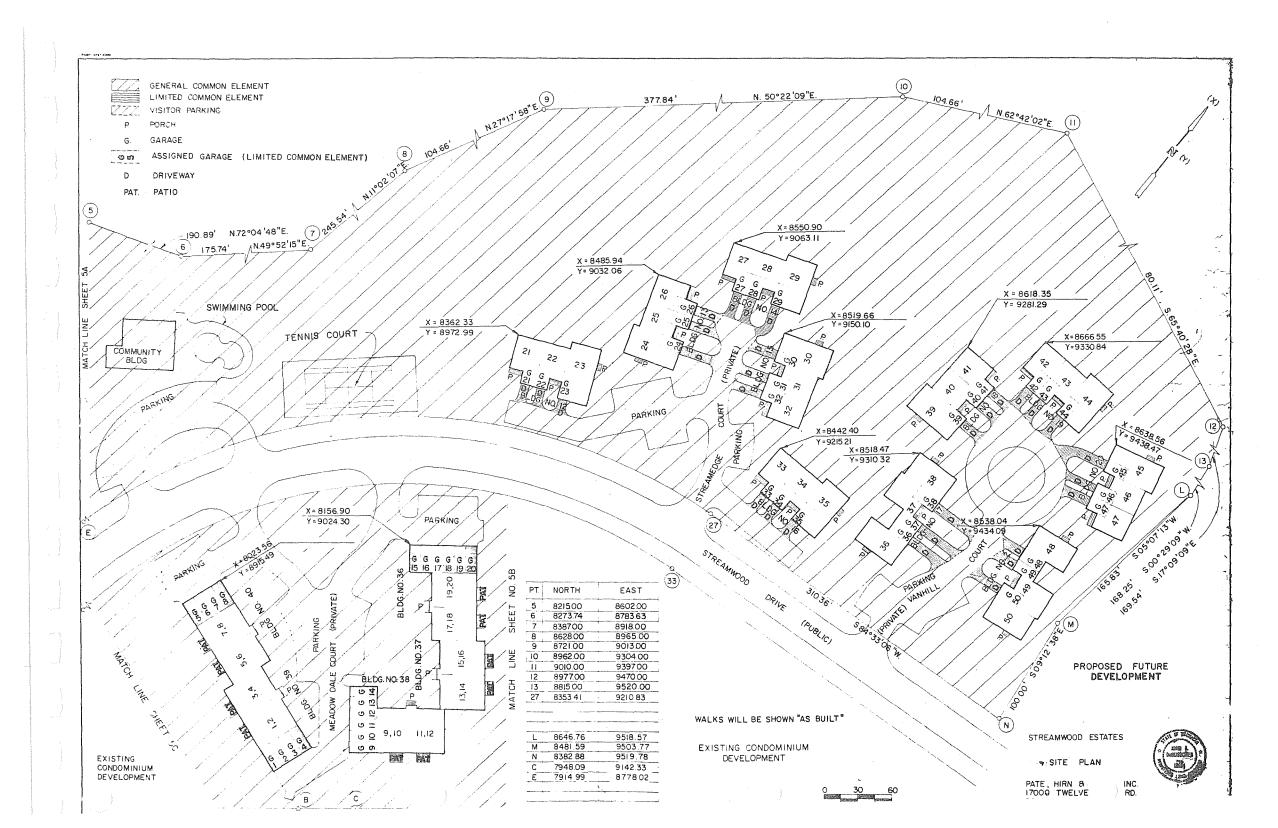
GAS LINES WILL BE SHOWN ON AS BUILT DRAWINGS

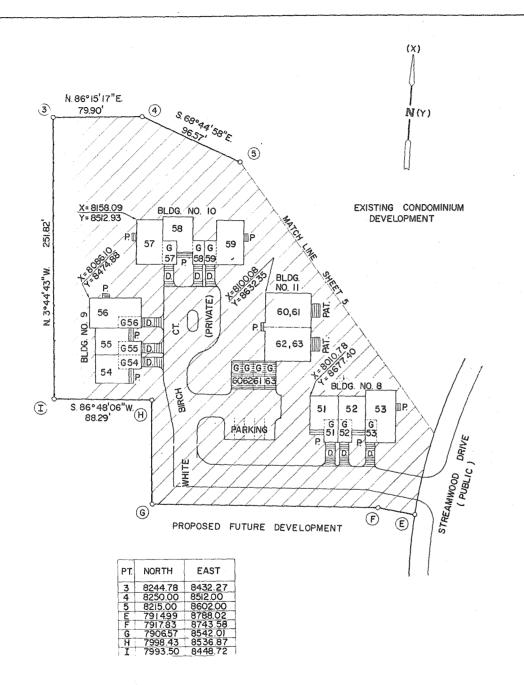


STREAMWOOD ESTATES

UTILITY PLAN

PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTH , MICHIGAN







GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT



VISITOR PARKING

_____ VI

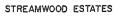
PORCH

G GARAGE

D. DRIVEWAY

PAT. PATIO

WALKS WILL BE SHOWN "AS BUILT"

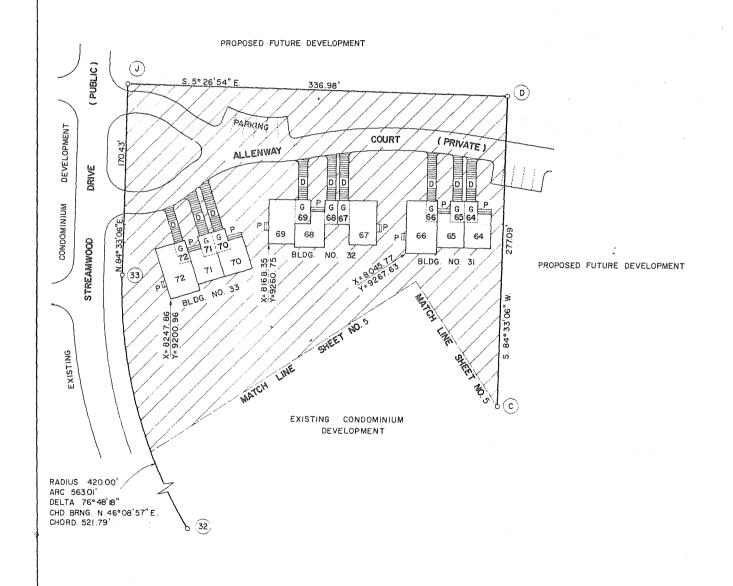


SITE PLAN

PATE, HIRN & BOGUE INC. 17000 THE VE MILE RD. SOUTH MICHIGAN







PT	NORTH	EAST
33	8293.68	9216.52
С	7948.09	9142.33
D	7974.40	9418.17
J	8309.86	9386.18

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

VISITOR PARKING

PORCH

G GARAGE

DRIVEWAY

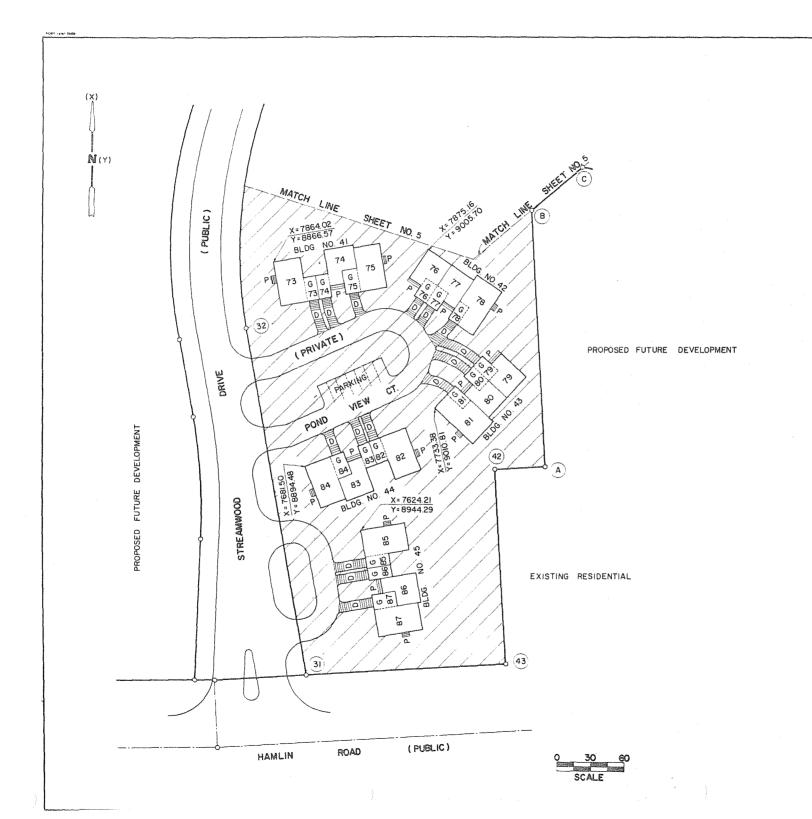
WALKS WILL BE SHOWN "AS BUILT"



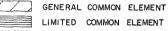
STREAMWOOD ESTATES

SITE PLAN

PATE, HIRN & BOGUE INC. 17000 LVE MILE RD. SOUTI , MICHIGAN



		·
PT.	NORTH	EAST
31	7495.89	8895.20
32	7804.82	8842.40
42	7678.65	9065.08
43	7505.92	9074.73
Α	7681.16	9110.01
В	7909.97	9097.23



VISITOR PARKING

P PORCH

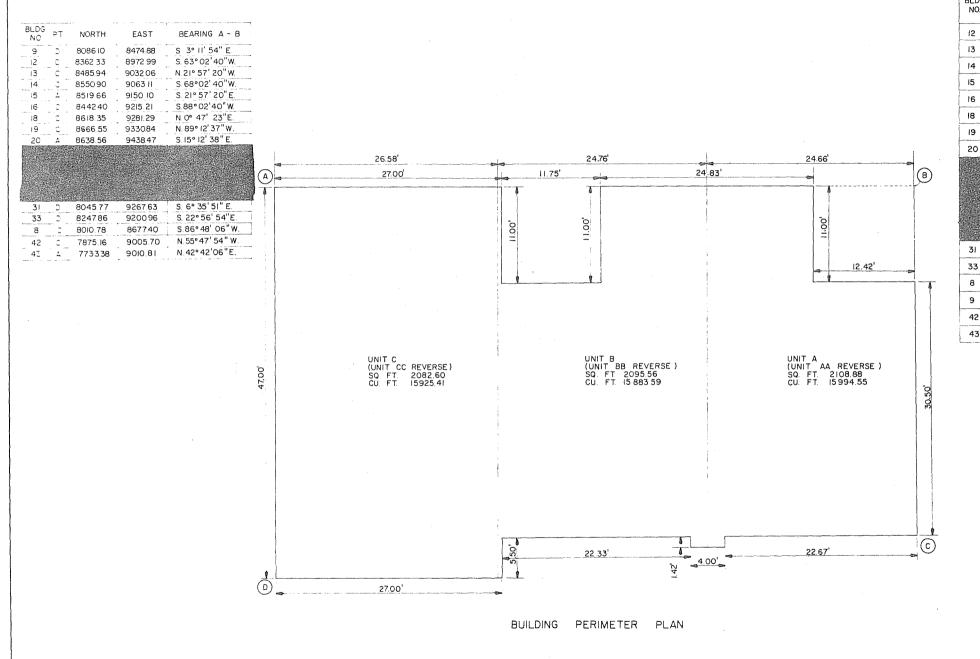
G GARAGE
D DRIVEWAY

WALKS WILL BE SHOWN "AS BUILT"

STREAMWOOD ESTATES

SITE PLAN

PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUT! D. MICHIGAN



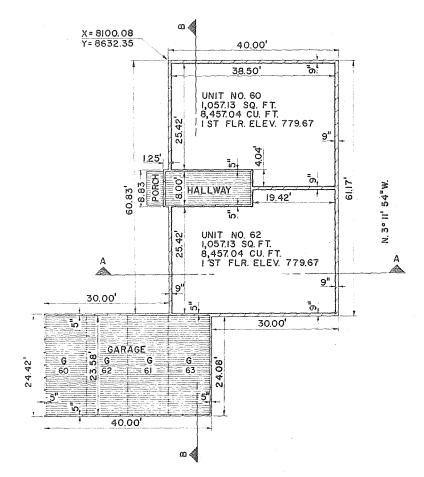
IST FLOOR	UNIT					
U.S.G.S.		АА	В	88	С	СС
779.06	21		22		23	
779.56		26		25		24
779.56	27		28		29	
780.06		32		31		30
780.56	33		34		35	
780.06		41		40		39
779.56	42		43		44	
780.56		47		46		45
	ELEVATION U.S.G.S. 779.06 779.56 779.56 780.06 780.06 780.06 779.56	ELEVATION U.S.G.S. A 779.06 21 779.56 27 780.06 780.56 33 780.06 779.56 42	ELEVATION U.S.G.S. A AA 779.06 21 779.56 26 779.56 27 780.06 32 780.56 33 780.06 41 779.56 42	ELEVATION U.S.G.S. A AA B 779.06 21 22 779.56 26 26 779.56 27 28 780.06 33 34 780.06 41 779.56 42 43	ELEVATION U.S.G.S. A AA B BB 779.06 21 22 22 779.56 26 25 28 780.06 32 31 780.56 33 34 780.06 41 40 779.56 42 43	ELEVATION U.S.G.S. A AA B BB C 779.06 21 22 23 779.56 26 25 29 780.06 32 31 35 780.06 41 40 44 779.56 42 43 44

31	784.67	64	65	66	
33	782.67	70	71	72	
8	784.56	51	52	53	3
9	779.56	54	55	5 56	5
42	792.67	76	7	7 7€	
43	793.17	79	80	81	

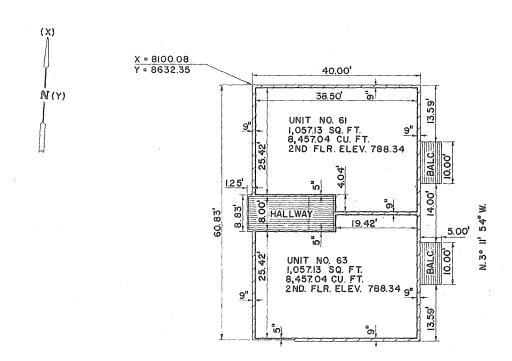


STREAMWOOD ESTATES
PERIMETER PLAN
BLDGS:8,9,12,13,14,15,16,18,
19,20, 31,33,42 8 43

PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOV LD, MICHIGAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN





LIMITS OF OWNERSHIP

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

ASSIGNED GARAGE TED COMMON ELEMENT)

STREAMWOOD ESTATES

FIRST & SECOND FLOOR PLAN BUILDING NO. II

PATE, HI E

BOGUE INC.

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

(517) 373-0485 Corporation Divit (517) 373-0496 Condominium Sc (517) 373-8026

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

Recorded in Liber 7064, Page 873, Oakland County Records on November 14,

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

/ 1977.

In re: Application of Streamwood Estates, 30233 Southfield Rd., Southfield, Michigan 48076, Developer for a Certificate of Approval of Amended Master Deed for STREAMWOOD ESTATES CONDOMINIUM - THIRD AMENDMENT, Hamlin & Crooks Road, Avon Township, Michigan (Our File # 72-294)

1. Application having been duly made and examined.

- 2. A Certificate of Approval of the Amended Master Deed for the above condominium is hereby given to the Developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a. That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
 - b. That this order be recorded with the County Register of Deeds at the same time as the Amended Mester Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the issuance of a Permit to Sell.
 - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
 - d. When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.
- 3. This Certificate of Approval of the Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE Richard K. Helmbrecht, Director

Hugh H. Makens, Director

Corporation & Securities Bureau

Dated: September 21, 1977 Lansing, Michigan

3.115

MICHIG

THIRD AMENDMENT TO MASTER DEED OF STREAMWOOD ESTATES

Recorded in Liber 7064, Pages 874 through 894, Oakland County Records on November 14, 1977.

Streamwood Estates, a Michigan co-partnership, being the Developer of Streamwood Estates, a condominium project established pursuant to the Master Deed thereof, recorded on May 22, 1974, in Liber 6295, Pages 308 through 352; First Amendment to the Master Deed recorded on September 19, 1975, in Liber 6541, Pages 296 through 325; and Second Amendment to the Master Deed recorded on November 23, 1976, in Liber 6801, Pages 552 through 570, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 178, hereby amends the Master Deed of Streamwood Estates pursuant to the authority reserved in Article VI of said Master Deed for the purposes of enlarging the condominium project from 87 units to 114 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit "B" thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

A parcel of land being part of the southwest 1/4 of Section 21, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, being more particularly described as beginning at a point distant N. 1° 34′ 36″ W., 60.02 feet to a point on the northerly 60-ft. right-of-way line of Hamlin Road and N. 86° 48′ 06″ E., 261.52 feet along said northerly right-of-way line and N. 3° 11′ 51″ W., 173.00 feet and N. 86° 48′ 09″ E. 45.00 feet from the southwest corner of said Section 21, proceeding thence N. 3° 11′ 51″ W., 229.17 feet; thence N. 49° 48′ 06″ E., 59.06 feet; thence N. 84° 33′ 06″ E. 277.09 feet; thence N. 5° 26′ 54″ W., 336.98 feet; thence N. 84° 33′ 06″ E., 154.57 feet; thence S. 7° 19′ 39″ E., 620.00 feet; thence S. 86° 48′ 09″ W., 509.92 feet to the point of beginning, said parcel containing 4.348 acres.

2. Third Amended Article V-C of said Master Deed of Streamwood Estates as set forth below, shall replace and supersede Second Amended Article V-C of the Master Deed as recorded, and the Second Amended Article V-C shall be of no further force or effect.

THIRD AMENDED ARTICLE V-C OF THE MASTER DEED OF STREAMWOOD ESTATES

ARTICLE V

- C. Set forth below are:
 - (a) Each apartment number as it appears on the Condominium Subdivision Plan.
 - (b) The percentage of value assigned to each apartment.

Apartment Number	Туре	Percentage of Value Assigned
1	Two-bedroom garden apartment	.733
2	TI .	.733
2 3	11	.733
4	11	.733
4 5	11	.733
6	11	.733
7	n '	.733
	11	.733
8	TI TI	.733
10	TI .	.733
11	n '	.733
12	II .	.733
13	u .	.733
14	11	.733
15	"	.733
16	Tf Comments	.733

17	11	.733
18	II	.733
19	lf .	.733
20		.733
21	Three-bedroom townhouse	.968
22	11	.954
23	Two-bedroom townhouse	.944
24	11	.944
25	Three-bedroom townhouse	.954
26	"	.968
27	"	.968
28	"	.954
29	Two-bedroom townhouse	.944
30	17	.944
31	Three-bedroom townhouse	.954
32	11	.968
33	11	.934
34	17	.919
35	Two-bedroom townhouse	.903
36	Two-bedroom triplex	.861
37	Three-bedroom triplex	.919
38	Two-bedroom triplex	.861
39	Two-bedroom townhouse	.909
40	Three-bedroom townhouse	.919
41	17	.968
42	17	.968
43	TI .	.954
44	Two-bedroom townhouse	.944
45	11	.909
46	Three-bedroom townhouse	.919
47	11	.934
48	Two-bedroom triplex	.861
49	Three-bedroom triplex	.919
50	Two-bedroom triplex	.861
51	Three-bedroom townhouse	.903
52	"	.919
53	Two-bedroom townhouse	.934
54	Three-bedroom townhouse	.934
55	"	.919
56	Two-bedroom townhouse	.903
57	Two-bedroom triplex	.861
58	Three-bedroom triplex	.919
59	Two-bedroom triplex	.861
60	Two-bedroom garden apartment	.733
61	11	.733
62	# 	.733
63	. "	.733
64	Three-bedroom townhouse	.934
65	II .	.919
66	Two-bedroom townhouse	.909
67	Two-bedroom triplex	.861
68	Three-bedroom triplex	.919
69	Two-bedroom triplex	.861
70	Three-bedroom townhouse	.934
71	"	.919
72	Two-bedroom townhouse	.909
73	Two-bedroom triplex	.919
74	Three-bedroom triplex	.919
75	Two-bedroom triplex	.861
76	Three-bedroom townhouse	.934
77	,	.919
78 70	Two-bedroom townhouse	.909
79	Three-bedroom townhouse	.934
80		.919

81	Two-bedroom townhouse	.909
82	Two-bedroom triplex	.919
83	Three-bedroom triplex	.919
84	Two-bedroom triplex	.861
85	II III	.919
86	Three-bedroom triplex	.919
87	Two-bedroom triplex	.861
88	Three-bedroom townhouse	.934
89	ii towniouse	.919
90	Two-bedroom townhouse	.909
91	i wo bedirodii towiniouse	.909
92	Three-bedroom townhouse	.919
93	11	.934
94		.934
95		.919
96	Two-bedroom townhouse	.909
97		.909
98	Three-bedroom townhouse	.919
99	!!	.934
100	Two-bedroom triplex	.919
101	Three-bedroom triplex	.919
102	Two-bedroom triplex	.861
103	II	.861
104	Three-bedroom triplex	.919
105	Two-bedroom triplex	.919
106	11	.919
107	Three-bedroom triplex	.919
108	Two-bedroom triplex	.861
109	11	.919
110	Three-bedroom triplex	.919
111	Two-bedroom triplex	.861
112		.861
113	Three-bedroom triplex	.919
114	Two-bedroom triplex	.919

- 3. Amended Sheets 1, 2, 3, 3B, 3C, 4, 4B, 4C, 5, 5B, 5C, 11, 14, 15, 16 and 17 of the Condominium Subdivision Plan of Streamwood Estates as attached hereto shall replace and supercede Sheets 1, 2, 3, 3B, 3C, 4, 4B, 4C, 5, 5B, 5C, 11, 14, 15, 16 and 17 of the Condominium Subdivision Plan of Streamwood Estates as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 2, 3, 3B, 3C, 4, 4B, 4C, 5, 5B, 5C, 11, 14, 15, 16 and 17 shall be of no further force or effect. The legal description of the condominium premises contained on said Amended Sheet 1 shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.
- 4. First Amended Article VI of said Master Deed of Streamwood Estates as set forth below, shall replace and supercede the originally recorded Article VI of the Master Deed, and the originally recorded Article VI shall be of no further force or effect.

ARTICLE VI

ENLARGEMENT OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of Streamwood Estates and consisting of 50 units is intended to be the first stage of a multi-stage project to contain in its entirety approximately 340 apartments. Additional units, if any, will be constructed upon all or some portion of the following described land:

A parcel of land being part of the S.E. 1/4 of Section 20 and part of the S.W. 1/4 of Section 21, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan; being more particularly described as beginning at a point on the West line of Section 21 located distant N. 2° 09′ 01″ W. 60.02 ft. along said West section line from the S.W. 1/4 corner of said Section 21 to the proposed Northerly 60 ft. R.O.W. line of Hamlin Road; proceeding thence N. 86° 48′ 09″ E. 261.49 ft. along said 60 ft. R.O.W. line; thence N. 3° 11′ 51″ W. 173.00 ft.; thence N. 86° 48′ 09″ E. 584.92 ft. to a point

on the Northerly line of the Grand Trunk Railroad right-of-way 100 ft. wide; thence along the said Northerly right-of-way line N. 57° 03′ 09″ E. 106.33 ft. to a curve to the left, having a central angle of 10° 03′ 18″, radius of 5501.18 ft., chord bearing and distance of N. 52° 04′ 06″ E. 964.18 ft.; thence N. 0° 19′ 46″ E. 1562.62 ft. to the East and West 1/4 line of Section 21 also being the Southerly subdivision line of Eyster's Avon Estates Sub. recorded in Liber 58, Page 3 of Plats, Oakland County Records; thence along said E/W 1/4 line N. 84° 24′ 09″ W. 510.20 ft. to the East line of Christian Hills No. 3 Sub. recorded in Liber 83, Page 16 of Plats, Oakland County Records; thence S. 0° 43′ 00″ W. 818.19 ft. along the said East line to the S.E. corner of said Christian Hills No. 3 Sub., thence N. 87° 06′ 00″ W. 100.00 ft. along the Southerly line of said Sub. to the approximate centerline of the Clinton River; thence along the approximate river centerline S. 50° 59′ 54″ W. 73.24 ft. and S. 7° 34′ 43″ W. 235.05 ft. and S. 50° 03′ 14″ W. 104.35 ft. and Due West 202.00 ft. and N. 17° 09′ 09″ W. 169.54 ft. and N. 65° 40′ 28″ W. 80.11 ft. and S. 62° 42′ 02″ W. 104.66 ft. and S. 50° 22′ 09″ W. 377.84 ft. and S. 27° 17′ 58″ W. 104.66 ft. and S. 50° 22′ 09″ W. 377.84 ft. and S. 27° 17′ 58″ W. 104.66 ft. and S. 50° 22′ 09″ W. 377.84 ft. and S. 27° 17′ 58″ W. 104.66 ft. and S. 50° 22′ 09″ W. 377.84 ft. and S. 27° 17′ 58″ W. 104.66 ft. and S. 50° 22′ 09″ W. 377.84 ft. and S. 27° 17′ 58″ W. 104.66 ft. and S. 50° 22′ 09″ W. 377.84 ft. and S. 27° 17′ 58″ W. 104.66 ft. and S. 50° 22′ 09″ W. 377.84 ft. and S. 27° 17′ 58″ W. 104.66 ft. and S. 50° 22′ 09″ W. 377.84 ft. and S. 32° 17′ 17′ 58″ W. 104.66 ft. and S. 50° 22′ 09″ W. 377.84 ft. and S. 32° 17′ 17′ 58″ W. 104.66 ft. and S. 49° 52′ 15″ W. 175.74 ft. to a point; thence leaving said approximate river centerline S. 86° 15′ 17″ W. 79.90 ft.; thence S. 3° 44′ 43″ E. 754.81 ft.; thence S. 89° 57′ 21″ E. 332.04 ft. along the proposed Northerly 60 ft. R.O.W. line of Hamlin R

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than December 31, 1977, be increased by the addition to this Condominium of any portion of the future development and the construction of residential units thereon and upon land already included within the condominium. The nature, appearance and location of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various anits; PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned to each apartment in Article V hereof be increased, nor shall the percentage of value assigned to each apartment in Article V hereof be diminished to less than 0.1 percent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of general or limited common elements as may be necessary to adequately describe and service the additional section or sections being added to the project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the project to any roadways and sidewalks that may be located on, or planned for the future development, and to provide access to any unit that is located on, or planned for the future development, from the roadways and sidewalks located in the project and to construct new buildings and units on land previously included in the Condominium and to attach the same to buildings previously included in the Condominium. All of the co-owners and mortgagees of apartments and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing apartments which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint 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 recessary 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; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project

beyond the section established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said future development as a rental development, a separate condominium project (or projects) or any other form of development.

In all respects, other than as hereinabove indicated, the original Master Deed of Streamwood Estates as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:	÷	STREAMWOOD ESTATES, a Michigan co-partnership
/s/ Charlotte K. Reis		
Charlotte K. Reis		
/s/ Mary Ann Blome Mary Ann Blome		By: /s/ Donald G. Van Every Donald G. Van Every, Partner
STATE OF MICHIGAN)) SS.	
COUNTY OF OAKLAND)	
before me this <u>31st</u> day of	October	to Master Deed of Streamwood Estates was acknowledged, 1977, by Donald G. Van Every, one of the partners co-partnership, on behalf of the co-partnership.
		/s/ Charlotte K. Reis
		Charlotte K. Reis

Notary Public, Oakland County, Michigan My commission expires: September 17, 1979

THIRD AMENDMENT TO MASTER DEED DRAFTED BY:

Robert L. Nelson, of Dykema, Gossett, Spencer, Goodnow & Trigg 35th Floor 400 Renaissance Center Detroit, Michigan 48243

WHEN RECORDED, RETURN TO DRAFTER.

REPLAT NO. 3 OF OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178

EXHIBIT B TO THE MASTER DEED OF STREAMWOOD ESTATES, A CONDOMINIUM AVON TOWNSHIP, MICHIGAN

DEVELOPER:

SURVEYOR:

STREAMWOOD ESTATES, A MICHIGAN CO-PARTNERSHIP PATE, HIRN & BOGUE INC. 30233 SOUTHFIELD RD. SOUTHFIELD, MICHIGAN

17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE S.E. I/4 OF SECTION 20 AND PART OF THE S.W. I/4 OF SECTION 21, T.3N., R.HE., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PART-ICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N 1º 34'36"W 60.02 FT TO A POINT ON THE NORTHERLY 60 FT. R.O.W. LINE OF HAMLIN ROAD AND N. 89° 57'21"W, I8.29 FT. ALONG THE SAID NORTHERLY R.O.W. LINE OF HAMLIN ROAD, AND N. 2°51'34"E. 125.36 FT. TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 500.00 FT., AN ARC LENGTH OF 109.59 FT., A CENTRAL ANGLE OF 12° 33'28", A CHORD BEARING AND DISTANCE OF N.3° 25'10" W. 109.37 FT., AND N.9°41'54"W. 70.00 FT. TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 480.00 FT, AN ARC LENGTH OF 120.71 FT, A CENTRAL ANGLE OF 14° 24' 31", A CHORD BEARING AND DISTANCE OF N. 2° 29'38"W. 120.39 FT. FROM THE S.E. CORNER OF SAID SECTION 20, PROCEEDING THENCE N. 85° 17'23"W. 34.55 FT, THENCE S. 86°48'06"W. 201.89 FT, THENCE N.3°11'54"W. 92.00 FT., THENCE S. 86°48'06"W. 88.29 FT., THENCE N.3°44'43"W. 251.82 FT., THENCE N. 86° 15' 17" E. 79.90 FT. TO THE APPROXIMATE CENTERLINE OF THE CLINTON RIVER; THENCE ALONG THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER S.68° 44'58"E. 96.57 FT., THENCE CONTINUING ALONG THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER N. 72°04'48"E. 190.89 FT. AND N. 49°52'15"E. 175.74 FT. AND N. II °02'07" E. 245.54 FT. AND N. 27°17'58"E. 104.66 FT. AND N. 50°22'09" E. 377.84 FT. AND N. 62°42'02"E. 104.66 FT. AND S.65°40'28"E. 80.11 FT. AND S.17°09'09"E. 169.54 FT. TO A POINT, THENCE LEAVING THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER S.0° 29'09" W 168.25 FT.; THENCE S.5°07'13" W. 165.83 FT.; THENCE S.9°12'38" E. 100.00 FT.; THENCE S.84°33'06" W. 310.36 FT. TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 480.00 FT, AN ARC LENGTH OF 668.88 FT, A CENTRAL ANGLE OF 79°50'29" A CHORD BEARING AND DISTANCE OF S 44°37'52"W 616.06 FT. TO THE POINT OF BEG-INNING. SAID PARCEL CONTAINING 10.040 ACRES.

A PARCEL OF LAND BEING PART OF THE S.W. 1/4 OF SECTION 21. T.3N. R.HE. AVON TOWNSHIP. OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N. 1º 34'36" W. 60.02 FT. TO A POINT ON THE NORTHERLY 60 FT. R.O.W. LINE OF HAMLIN ROAD AND N.86°48'06"E. 81.71 FT. ALONG THE SAID NORTHERLY R.O.W. LINE OF HAMLIN ROAD FROM THE S.W. CORNER OF SAID SECTION 21, PROCEEDING THENCE N.9º41'51" W. 313.42 FT.; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FT. AN ARC LENGTH OF 690.89 FT., A CENTRAL ANGLE OF 94°15'00", A CHORD BEARING AND DISTANCE OF N. 37°25'36"E. 615.59 FT.; THENCE N. 84°33'06"E. 325.00 FT.; THENCE S. 7°19'39"E. 620.00 FT.; THENCE S. 86° 48' 09"W. 554.92 FT.; THENCE S. 3°11'51"E. 173.00 FT.; THENCE S 86° 48' O6" W. 179.81 FT. TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING, 10.342 ACRES.

PUBLIC ACTS OF 1963, AS AMENDED.

DATE



HUGH H. MAKENS. DIRECTOR CORPORATION AND SECURITIES DEPARTMENT OF COMMERCE

NOTE: BUILDING ELEVATIONS ARE SHOWN IN DETAIL ON MICRO-FILMED ARCHITECTURAL WORKING DRAWINGS ON FILE WITH * 5C SITE PLAN THE MICHIGAN DEPARTMENT OF COMMERCE. SECURITIES BUREAU.

PLAN CERTIFICATE

I, JOHN F. DEBUSSCHER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178 AS SHOWN ON THE ACCOMPANYING DRAWINGS WAS PREPARED UNDER MY DIRECTION, AND THAT THE ATTACHED DRAWINGS OF BUILDINGS AND IMPROVEMENTS ARE PROPOSED. John & De Busseler

JOHN F. DEBUSSCHER REGISTERED LAND SURVEYOR REGISTRATION No. 10684 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN 48076

SHEET INDEX

CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED. L COVER SHEET THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF 2 TOTAL PROJECT PLAN THE AMENDED MASTER DEED OF STREAMWOOD ESTATES, A +3. SURVEY PLAN CONDOMINIUM, WAS ISSUED TODAY PURSUANT TO ACT 229, 3A SURVEY PLAN

*38 SURVEY PLAN *3C SURVEY PLAN * 4. UTILITY PLAN

4A UTILITY PLAN #48 UTILITY PLAN

4C UTILITY PLAN *5. SITE PLAN 5A SITE PLAN

* 58 SITE PLAN

6. TOWNHOUSE FLOOR PLAN TYPICAL UNIT A. AA REVERSE 7. TOWNHOUSE FLOOR PLAN TYPICAL UNIT B. 88 REVERSE 8. TOWNHOUSE FLOOR PLAN TYPICAL UNIT C, CC REVERSE 9. CROSS SECTIONS & LONGITUDINAL SECTIONS TOWNHOUSE

TYPICAL UNITS A.B &C: AA.BB & CC REVERSE IC CROSS SECTIONS. TOWNHOUSE TYPICAL UNITS B&C.

BB & CC REVERSE = II. PERIMETER PLAN BLDGS. 8,9,12,13,14,15,16,18,19,20,22, 23, 24, 25, 31, 33, 42 8, 43

12 TRIPLEX FLOOR PLAN TYPICAL UNIT X, XX REVERSE

IS TRIPLEX FLOOR PLAN TYPICAL UNIT Y, YY REVERSE * 14 TRIPLEX FLOOR PLAN TYPICAL UNIT Z.ZZ REVERSE * 15 CROSS SECTION & LONGITUDINAL SECTION, TRIPLEX

TYPICAL UNITS X,Y & Z; XX,YY & ZZ REVERSE * IG. CROSS SECTIONS, TRIPLEX TYPICAL UNITS X & Z

XX & ZZ REVERSE 17. PERIMETER PLAN BLDGS. 10,17,21,32,41,44 & 45

18. FIRST FLOOR PLAN BLDGS 36,37 & 38 19. SECOND FLOOR PLAN BLDGS. 36,37 & 38 20 FIRST FLOOR PLAN BLDGS, 39 8 40

21 SECOND FLOOR PLAN BLDGS, 39 8 40 22 FIRST & SECOND FLOOR PLAN BLDG. II

23 CROSS SECTION & LONGITUDINAL SECTION BLDGS. II. 36, 37, 38, 39, 8, 40

SURVEYOR'S CERTIFICATE

I, JOHN F. DEBUSSCHER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS CAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178 , AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH, IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH. HAVE BEEN SET AT POINTS MARKED THUS (.) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.

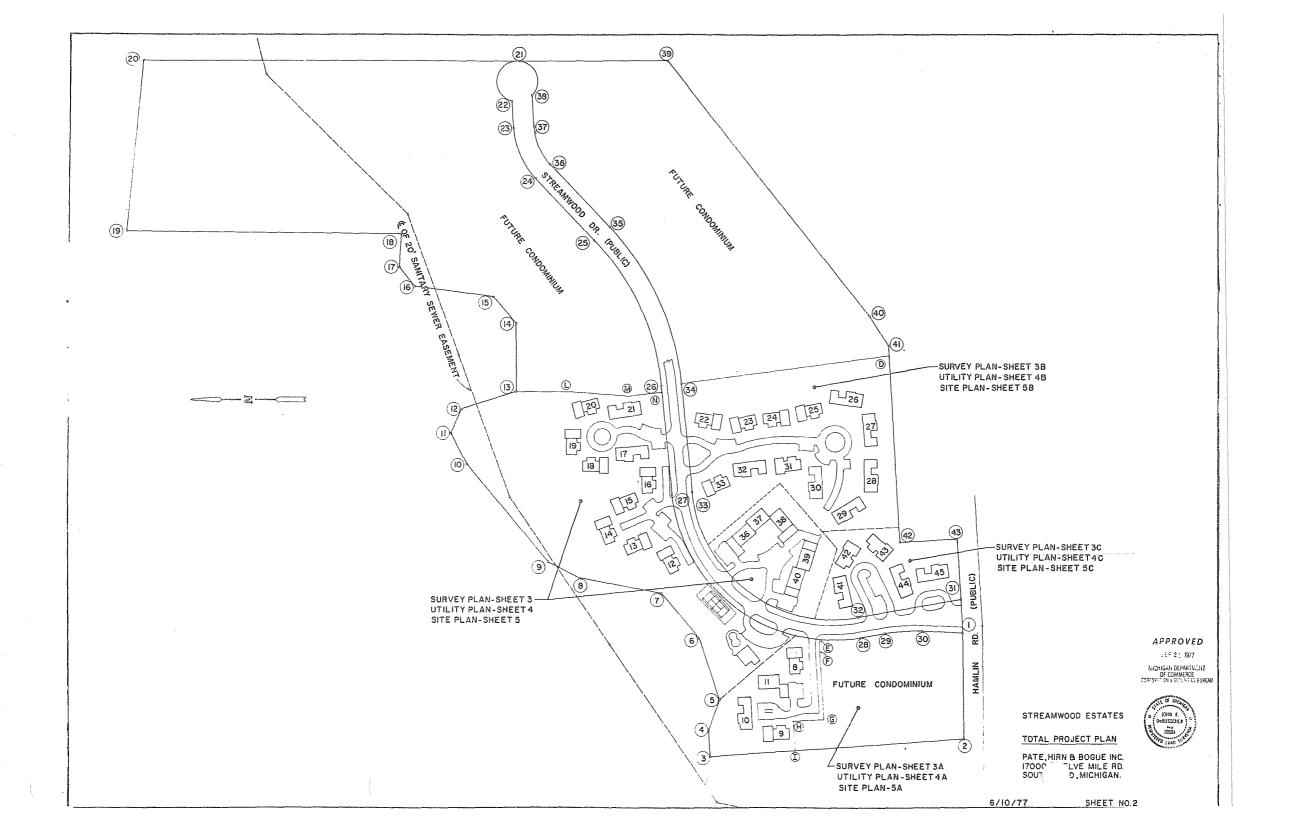
6/10/77 DATE

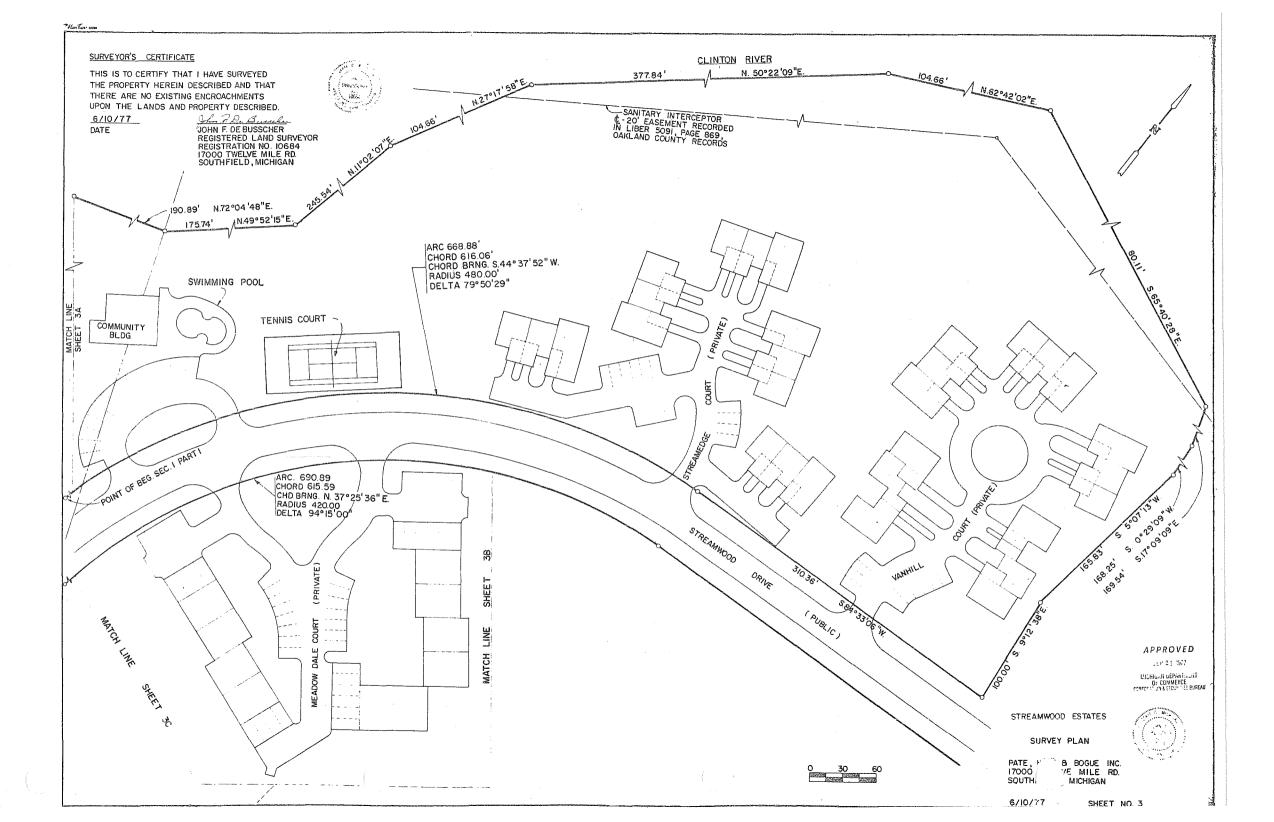
John F. De Busider JOHN F. DEBUSSCHER REGISTERED LAND SURVEYOR REGISTRATION No. 10684 17000 TWELVE MILE RD SOUTHFIELD, MICHIGAN 48076

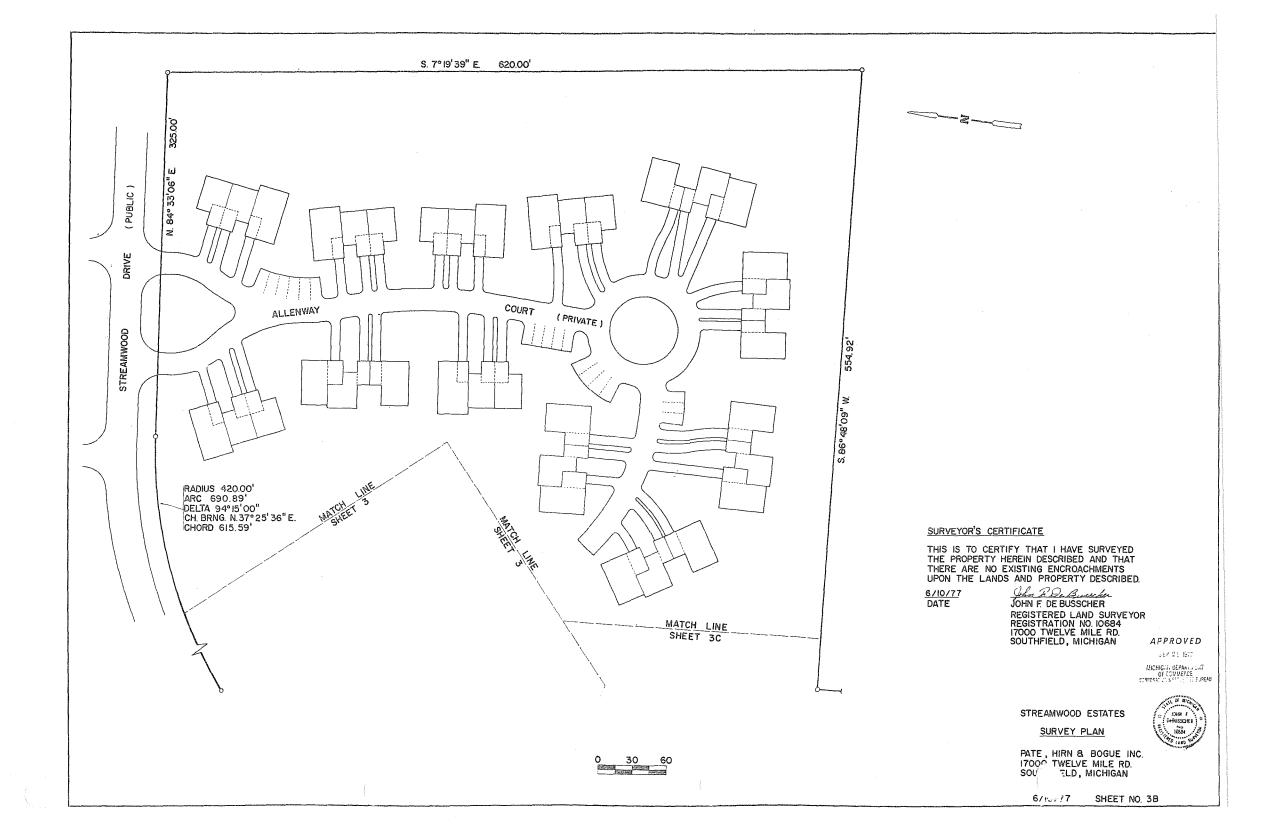
STREAMWOOD ESTATES IS A MULTI-PHASE CONDOMINIUM PROJECT. THE ASTERISK (*) INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED DATED 6/10/77 THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS

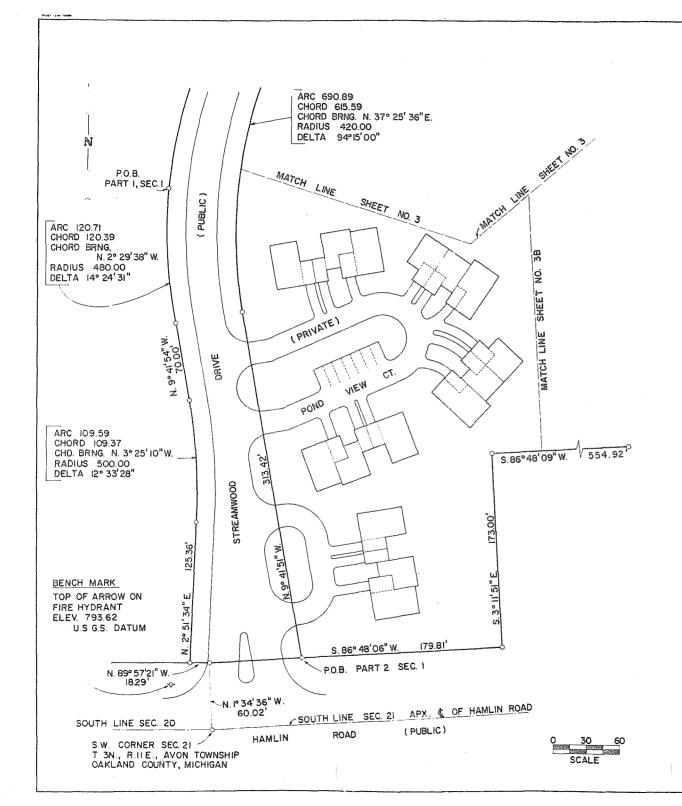
TO THOSE PREVIOUSLY RECORDED.











SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.

6/10/77 DATE

JOHN F. DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

APPROVED

SEP 21 1977

MICHIGAN SEPARTMENT OF COMMERCE

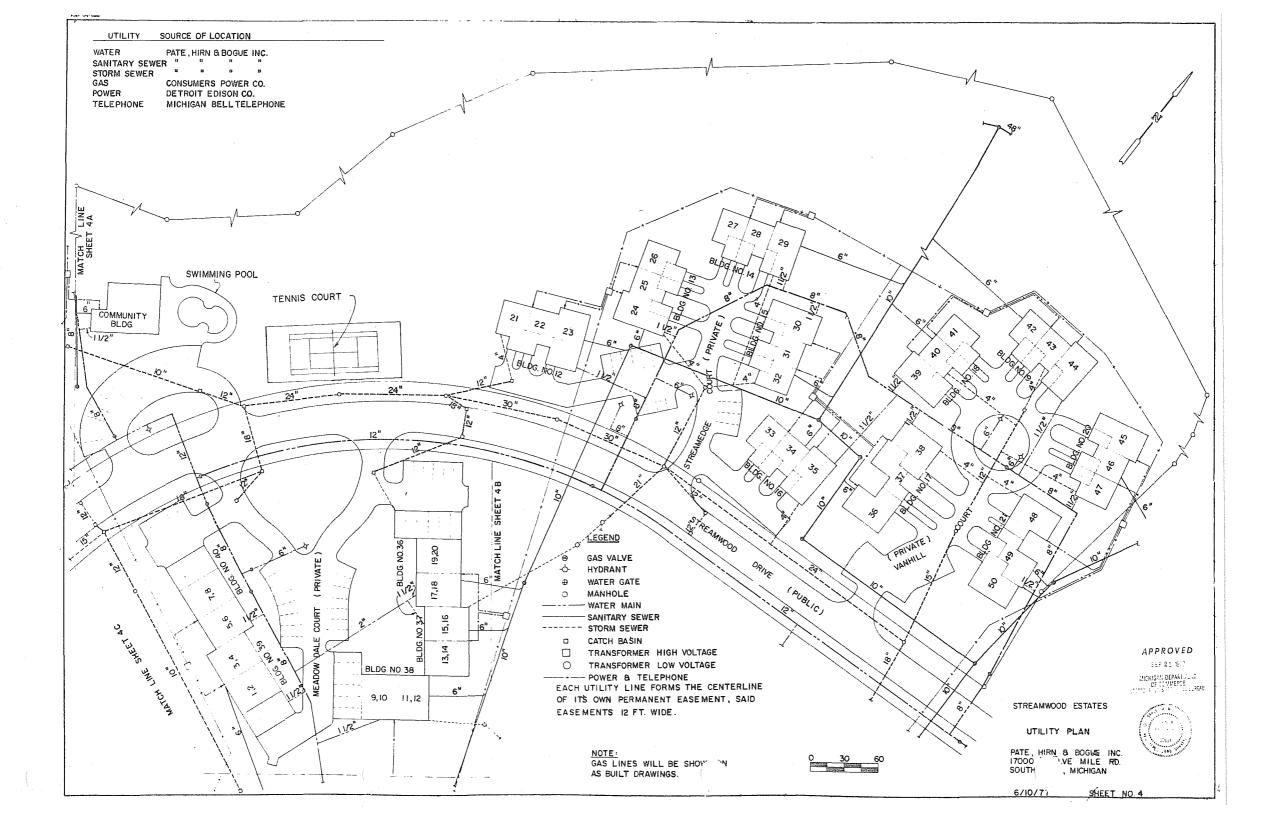
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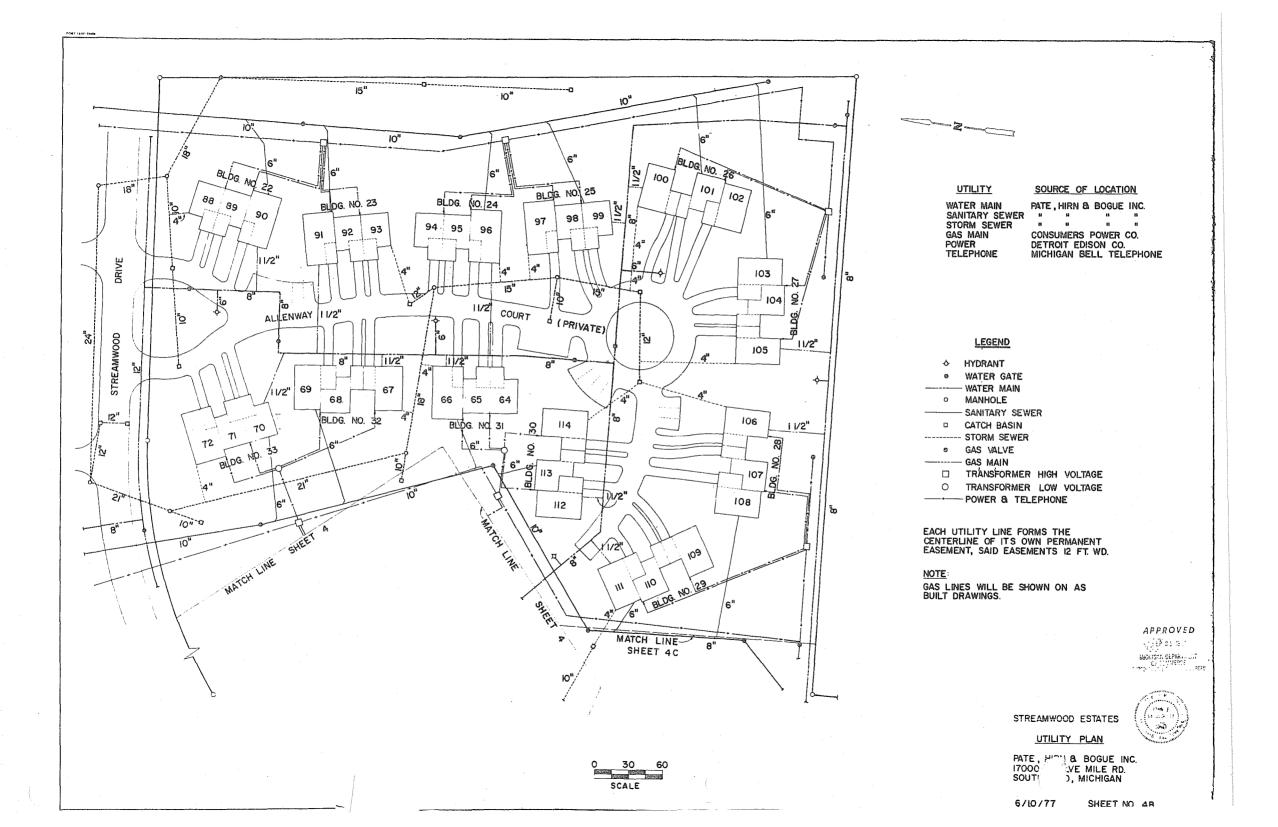
STREAMWOOD ESTATES

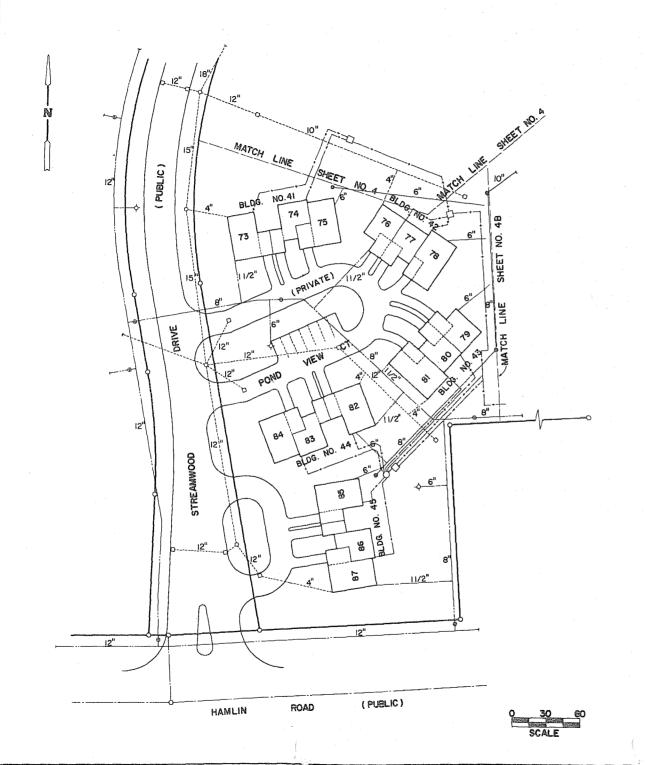
SURVEY PLAN

PATE, HIRN & BOGUE INC. D, MICHIGAN SOUT

6/10.7. SHEET NO. 3C







UTILITY

TELEPHONE

SOURSE OF LOCATION

WATER MAIN SANITARY SEWER STORM SEWER GAS MAIN POWER

PATE, HIRN & BOGUE INC.

CONSUMERS POWER CO. DETROIT EDISON CO. MICHIGAN BELL TELEPHONE

LEGEND

- HYDRANT
- WATER GATE
- ---- WATER MAIN
- MANHOLE
- ----- SANITARY SEWER
- CATCH BASIN
- ----- STORM SEWER
- GAS VALVE
- ----- GAS MAIN
- ☐ TRANSFORMER HIGH VOLTAGE
- O TRANSFORMER LOW VOLTAGE
- ----- POWER & TELEPHONE

EACH UTILITY LINE FORMS THE CENTERLINE OF ITS OWN PERMANENT EASEMENT, SAID EASEMENTS 12 FT. WD.

NOTE:

GAS LINES WILL BE SHOWN ON AS BUILT DRAWINGS

APPROVED

SEP 21 19.7

ENCHIS IN DEPARTMENT

CF COMMERCIA

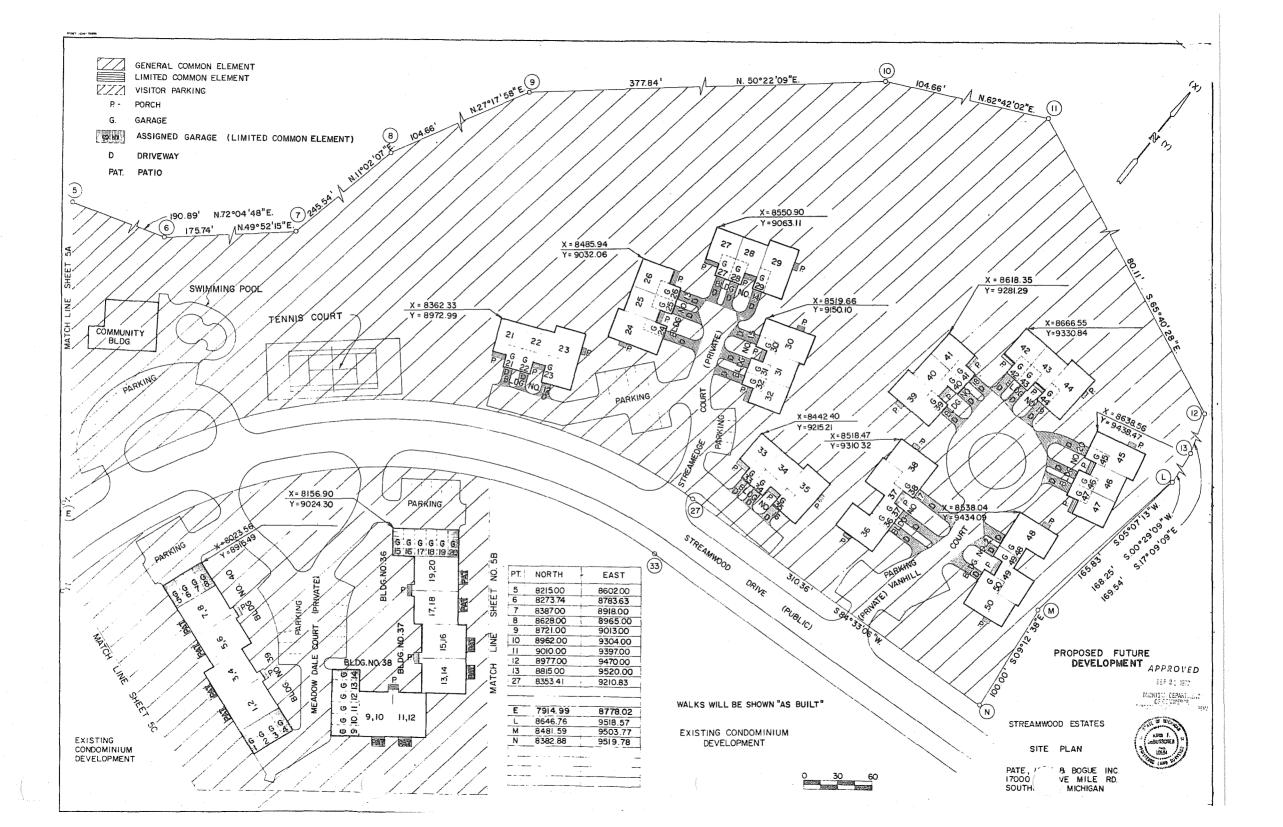
STREAMWOOD ESTATES

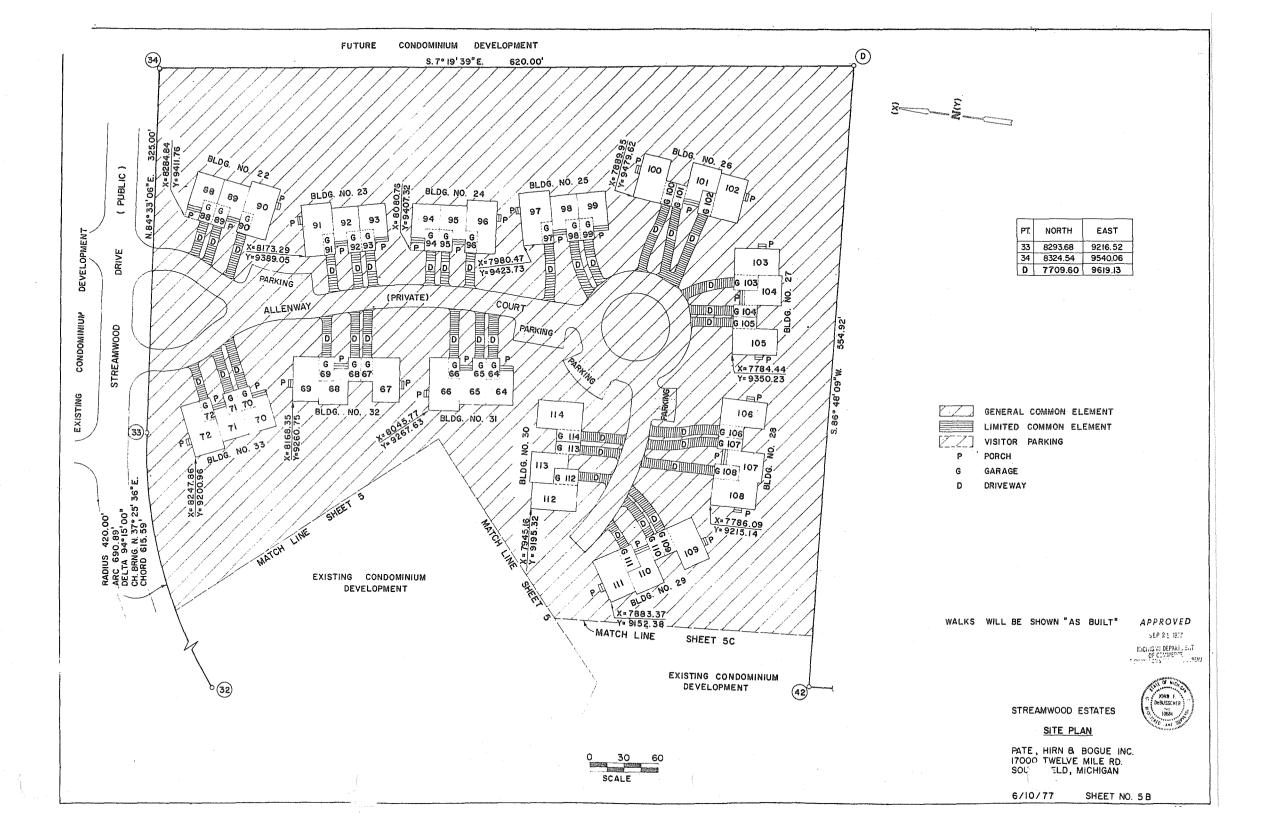
UTILITY PLAN

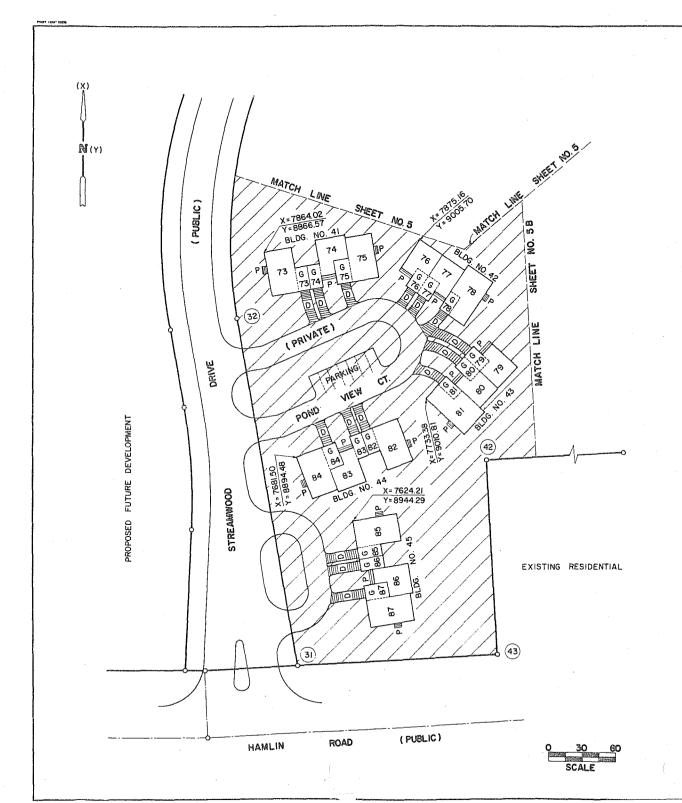
PATE, HIRN & BOGUE INC. 1707 TWELVE MILE RD. SOU LD, MICHIGAN

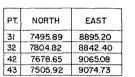
6/10/77 SHEET NO. 40











G

GENERAL COMMON ELEMENT



LIMITED COMMON ELEMENT

VISITOR PARKING
P PORCH

G GARAGE

D DRIVEWAY

WALKS WILL BE SHOWN "AS BUILT"

APPROVED

STREAMWOOD ESTATES

SITE PLAN

PATE, HIRN & BOGUE INC. 1700 ELVE MILE RD. SOL D, MICHIGAN



127 20 g

19%

6/10/77 SHEET NO. 50

BLDG. NO.	PT.	NORTH	EAST	BEARING A - B	
9	D	808610	8474.88	S. 3º II' 54" E.	1
12	С	8362.33	8972.99	S. 63° 02'40"W.	1
13	С	8485.94	9032.06	N. 21° 57' 20" W.	1
14	С	855090	9063.11	S.68°02'40"W.	7
15	Α	8519 66	9150.10	S. 21° 57' 20" E.	
16	С	8442.40	9215.21	S.88°02'40"W.	
18	C	8618.35	9281.29	N. 0° 47' 23"E.	
19	С	8666.55	9330.84	N. 89° 12' 37" W.]
20	Α	8638.56	9438.47	S. 15° 12' 38" E.	}
22	В	828484	9411.76	N.8° 33'06"E.	1
23	Α	8173.29	9389.05	S. 12° 47' 37"E.	-
24	В	8080 76	9407.32	N. 4° 47′ 37″W.	(A)
25	Α	7980.47	9423.73	S. 12° 17' 37"E.	
					8
31	D	8045.77	9267.63	S. 6° 35' 51" E.]
33	D	824786	9200.96	S. 22°56' 54"E.	
8	С	8010.78	8677.40	S.86° 48' 06"W.	
42	С	7875.16	9005.70	N.55°47'54"W.	
43	Α.	7733.38	9010.81	N.42°42'06"E.	

-	26.58'	24.76'	24.66'	
(A)	27.00'	11.75'	24.83'	B
47.00'	UNIT C (UNIT CC REVERSE) SQ. FT. 2082:50 CU. FT. 15925.41	UNIT B (UNIT BB REVERSE) SQ. FT. 2095.56 CU. FT. 15 883.59	UNIT A (UNIT AA REVERSE) SQ. FT. 2108.88 CU. FT. 15994.55	\$
		On 22.33'	22.67'	©
0	27.00'			

BUILDING PERIMETER PLAN

BLDG.	IST FLOOR ELEVATION			·UN	IT		
NO.,	U.S.G.S.	Α	ΑА	В	BB	С	СС
12	779.06	21		22		23	
13-	779.56		26		25		24
14	779.56	27		28		29	
15	780.06		32		31		30
16	780.56	33		34		35	
18	780.06		41		40		39
19	779.56	42		43		44	
20	780.56		47		46		45
22	782.67	88		89		90	
23	783.17		93		92		91
24	784.67	94		95		96	
25	786.67		97		98		99
31	784.67	64		65		66	
33	782.67	70		71		72	
8	784.56	51		52		53	
9	779.56	54		55		56	
42	792.67	76		77		78	
43	793.17	79		80		81	

APPROVED

SEP 21 19 1

MIGHIGANI CEPANT LAT

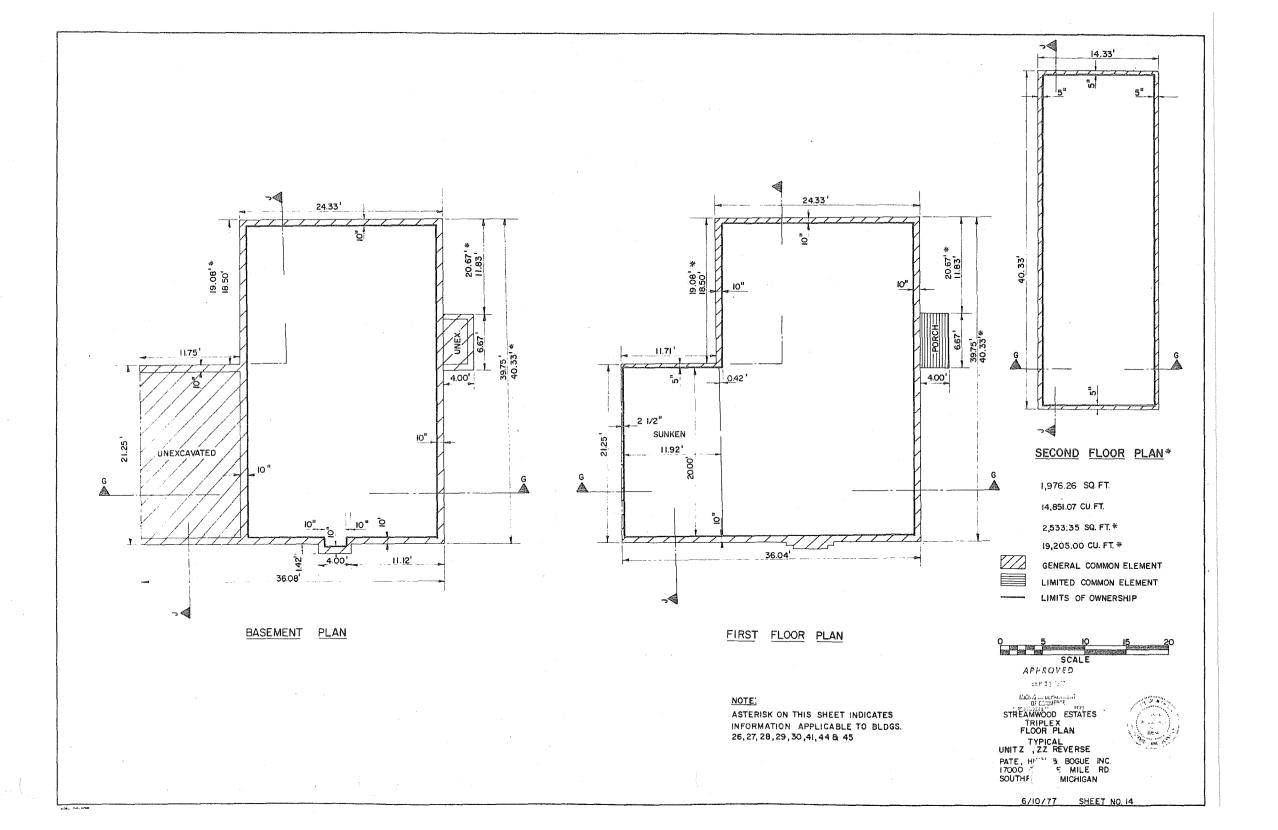


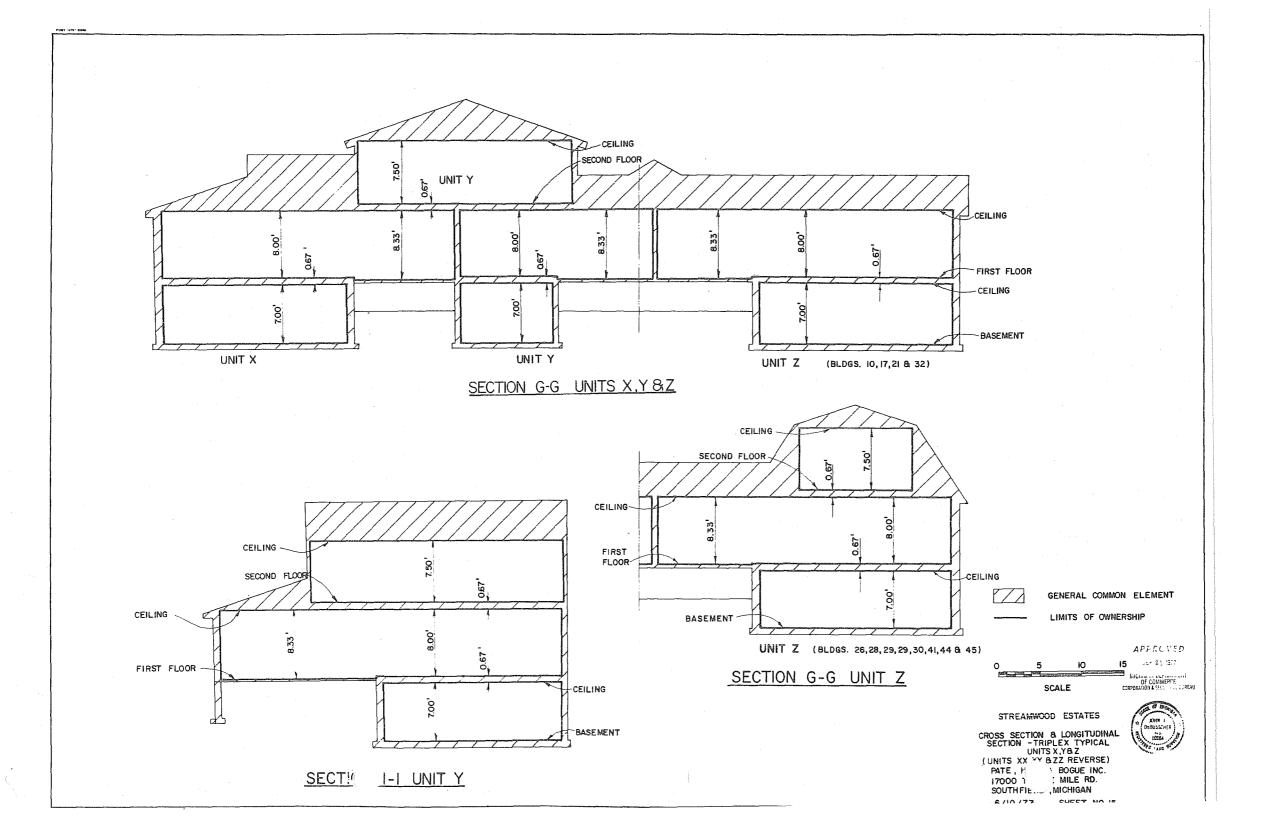
STREAMWOOD ESTATES
PERIMETER PLAN
BLDGS:8,9,12,13,14,15,16,18,
19,20,22,23,24,25, 31,33,42 8 43

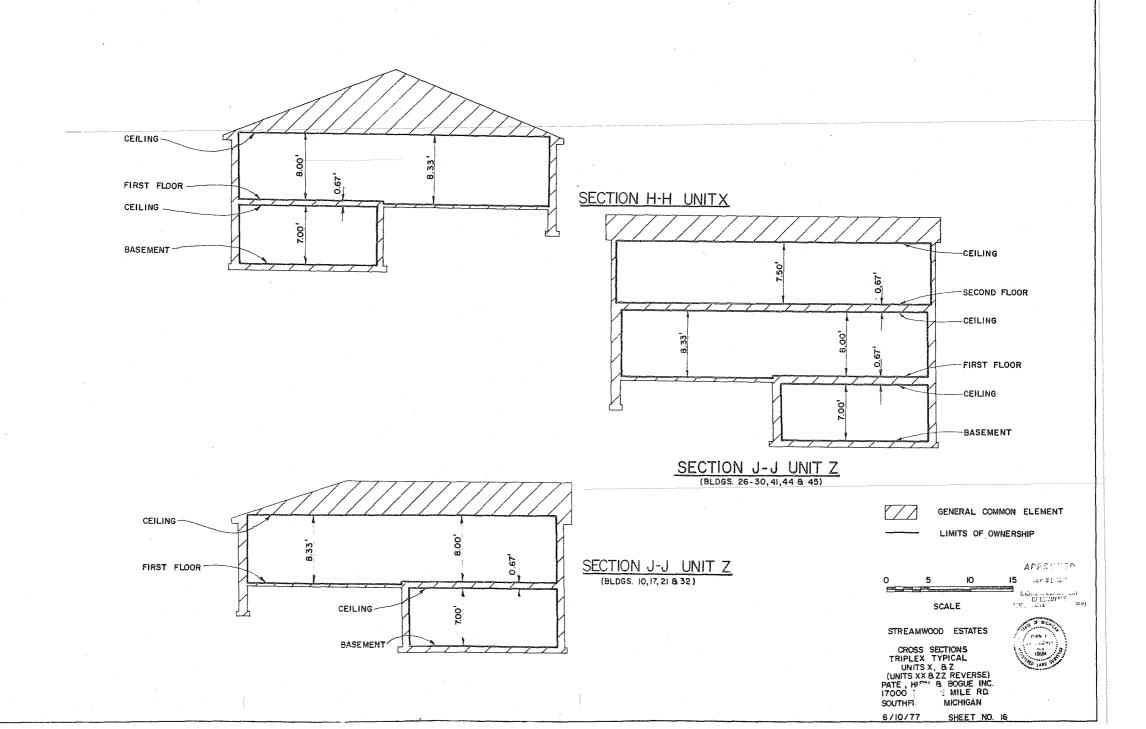
E, HIRN & BOGUE INC. OO TWELVE MILE RD. THFIELD, MICHIGAN

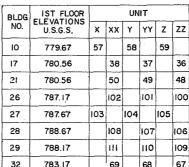
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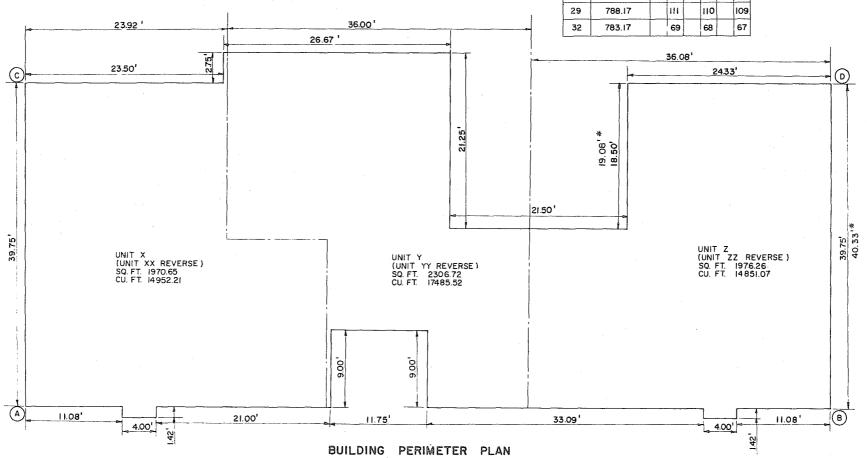








BLDG.	IST FLOOR			UΝ	IT		
NO.	U.S.G.S.	х	ХX	Y	ΥY	Z	ZZ
41	791.67		75		74		73
44	794.17		84		83	·	82
45	794.67		87		86		85
30	786.67	112		113		114	



BLDG. NO.	PT '	NORTH	EAST	BEARING A - B
IO	С	8158.09	8512.93	N. 86°48'06"E.
17	С	8518.47	9310.32	S. 4° 12′ 37" E.
21	В	8538.04	9434.09	N. 9° 12' 37" W.
26	В	7889.95	9479.62	N 8º 18' 04" E.
27	В	7784.44	9350.23	S.84°48'09" W.
28	Α.	7786.09	9215.14	N.89° 18'09" E.
29	Α	7783.37	9152.38	\$ 31° 11'51" E.
32	C	8168.35	9260.75	S. 6° 35' 51"E.

BLDG. NO.	PT.	NORTH	EAST	BEARING A-B
41	D	7864.02	8866.57	S.77°48'06" W.
44	Α	7681.50	8894.48	N.69°12'06" W.
45	В	7624.21	8944.29	N.9° 41'54" W.
30	Ċ.	7945.16	9195.32	N. 87°12'23" E.

NOTE: ASTERISK ON THIS SHEET INDICATES INFORMATION APPLICABLE TO BLDGS. 26,27,28,29,30,41,44 & 45



APPROVED

SEP 21 1977

Michigan Deramana and CF Control of the Control of

STREAMWOOD ESTATES

PERIMETER PLAN
BLOGS 10,17,21,26,27,28,29,30,32,41,
PATE, HIRN & BOGUE INC. 44 & 45
7000 TWELVE MILE RD.
DUTHFIELD, MICHIGAN



6/10/77 SHEET NO. 17

Porporation & Securities Bureau ,46 Mercantile Way Lansing, Michigan 48909

P.O. Box 30054 Corporation Division General Information (517) 373-0493 Record Information (517) 373-0496 Annual Report (517) 373-0488 Certification & Copies (517) 373-2901 STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

P.O. Box 30222 Enforcement Division (517) 374-9426 Examination Division (517) 373-0485 Condominiums (517) 373-8026 Mobile Homes (517) 374-9586

DEPARTMENT OF COMMERCE

KEITH MOLIN, Director

ORDER

APPROVAL OF AMENDMENT TO MASTER DEED

Recorded in Liber 7185 Page 550 Oakland County Records on April 27, 1978

In re: Application of Streamwood Estates, 30233 Southfield Road, Southfield, Michigan, Developer, for Approval of Amendment to Master Deed for STREAMWOOD ESTATES--FOURTH AMENDMENT, Hamlin & Crooks Road, Avon Township, Michigan. (Our File #72-294.)

- 1. Application having been duly made and examined, and
- 2. A Certificate of Approval of Master Deed, Permit To Sell, Extension of Permit To Sell, 2nd Extension of Permit To Sell, 3rd Extension of Permit To Sell, 4th Extension of Permit To Sell and Approval of Amendment to Master Deed, May 14, 1974, May 22, 1974, April 17, 1975, June 19, 1975, June 19, 1976, July 29, 1977 and September 21, 1977, respectively, and
- 3. The developer having petitioned for an Amendment to Master Deed for the purpose of extending date for expansion.
- 4. INASMUCH as this Bureau has determined that the proposed amendment is for a proper and stated purpose,
- 5. THEREFORE, the proposed Amendment to Master Deed for the above named condominium is hereby approved and shall take effect immediately upon recording.

MICHIGAN DEPARTMENT OF COMMERCE Keith Molin, Director

Rv

E. C. Mackey, Director

Corporation & Securities Bureau

Dated: April 21, 1978 Lansing, Michigan

MICHIGAN

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FOURTH AMENDMENT TO MASTER DEED OF STREAMWOOD ESTATES

Recorded in Liber 7185 Page 551 Oakland County Records on April 27, 1978

Streamwood Estates, a Michigan co-partnership and Streamwood Estates Association, a Michigan nonprofit corporation, being the Developer and Administrator of Streamwood Estates, a condominium project established pursuant to the Master Deed thereof, recorded on May 22, 1974, in Liber 6295, Pages 308 through 352; First Amendment to the Master Deed thereof recorded on September 19, 1975, in Liber 6541, Pages 296 through 325; Second Amendment to the Master Deed thereof recorded on November 23, 1976, in Liber 6801, Pages 552 through 570 and Third Amendment to the Master Deed thereof recorded on November 8, 1977, in Liber 7064, Pages 874 through 894, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 178, hereby amends the Master Deed and Condominium Bylaws of Streamwood Estates pursuant to the authority reserved in Article VIII of said Master Deed for the purpose of extending the period of time within which the condominium project may be enlarged. Said Master Deed is amended in the following manner:

1. The Date "December 31, 1977" contained in Article VI of the original Master Deed of Streamwood Estates and specifically located in the last line from the bottom of Page 6 of said Master Deed is hereby changed and amended to read "December 31, 1981."

In all respects, other than as hereinabove indicated, the original Master Deed of Streamwood Estates, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:	STREAMWOOD ESTATES, a Michigan co-partnership	
/S/ Charlotte K. Reis Charlotte K. Reis	co-partnersmp	
/S/ Mary Ann Blome Mary Ann Blome	By: /S/ Donald G. Van Every Donald G. Van Every, a Partner	
/S/ Charlotte K. Reis Charlotte K. Reis	STREAMWOOD ESTATES ASSOCIATION, a Michigan nonprofit corporation	
/S/ Mary Ann Blome Mary Ann Blome	By: /S/ Paul H. Binns Paul H. Binns	
STATE OF MICHIGAN) SS. COUNTY OF The foregoing Fourth Amendment to Mass before me this 14th day of November, Streamwood Estates, a Michigan co-partnership on		
	/S/ Charlotte K. Reis Charlotte K. Reis Notary Public, Oakland County, Michigan My Commission Expires: September 17, 1979	
STATE OF MICHIGAN)) SS. COUNTY OF)		
acknowledged before me this 14th day of Nov	ciation, a Michigan nonprofit corporation, on behalf	
	/S/ Charlotte K Reis	

Fourth Amendment to Master Deed Drafted By:

Dykema, Gossett, Spencer, Goodnow & Trigg 35th Floor, 400 Renaissance Center,

WHEN RECORDED, RETURN TO DRAFTER.

Robert L. Nelson, of

Detroit, Michigan 48243

Charlotte K. Reis Notary Public, Oakland

My Commission Expires: September 17, 1979

County, Michigan

Corporation & Securities Bureau 6546 Mercroton Way Lansing, Medigan 48900

P.O. Box 30054
Corporation Envision
Connect Information
P.(7) 173 0491
His aid Information
(5) 7) 373-0496
Annual Report
(5) 7) 373-0488
Certification & Copies
17) 373-2901

STATE OF MICHIGAN



WILLIAM G MILLIKEN GOVERNOR

P.O. 86x 30222 Enforcement Division (517) 374-9426 Examination Division (517) 373-6445 Conduminiums (517) 373-8026 Mobile Homes (517) 374-9585

DEPARTMENT OF COMMERCE

KEITH MOLIN, Director

CONDITIONAL PERMIT TO SELL

In re: Application of Streamwood Estates, 30233 Southfield Road, Southfield, Michigan, Developer, for a Conditional Permit To Sell for STREAMWOOD ESTATES--FIFTH AMENDMENT, Hamlin & Crooks Road, Avon Township, Michigan. (Our File #72-294.)

- 1. Application having been duly made and examined, and
- 2. A Certificate of Approval of Amendment to Master Deed, having been entered on April 21, 1978 and recorded on May 23, 1978, in Liber 7206, page 715; and in the Amended Master Deed, having been recorded on May 23, 1978, in Liber 7206, pages 718 through 738, in the Oakland County Register of Deeds.
- 3. Therefore, a Conditional Permit To Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 $1/2 \times 14$ inches, including the by-laws and plans which are a part thereof.
 - b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
 - c) That no unit be conveyed until an occupancy permit has been received.
 - d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
 - e) That "as-built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
- 4. This Conditional Permit To Sell becomes effective immediately, but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE Keith Molin, Director

B

E. C. Mackey, Director Corporation & Securities Bures

ICHIGAN

Dated: May 24, 1978 Lansing, Michigan .rporation & Securities Bure∋u പാ46 Mercantile Way Lansing, Michigan 48909

P.O. Box 30054 Corporation Division General Information (\$17) 373-0493 Record Information (\$17) 373-0496 Annual Report (\$17) 373-0488 Certification & Copies (\$17) 373-2901 STATE OF MICHIGAN



WILLIAM G MILLIKEN, Governor

P.O. Box 30222 Enforcement Division (517) 374-9426 Examination Division (517) 373-0485 Condominiums (517) 373-8026 Mobile Homes (517) 374-9586

DEPARTMENT OF COMMERCE

KEITH MOLIN, Director

ORDER

Recorded in Liber 7206, Page 715 Oakland County Records on May 23, 1978

APPROVAL OF AMENDMENT TO MASTER DEED

In re: Application of Streamwood Estates, 30233 Southfield Road, Southfield, Michigan, Developer, for Approval of Amendment To Master Deed for STREAMWOOD ESTATES--FIFTH AMENDMENT, Hamlin & Crooks Road, Avon Township, Michigan. (Our File #72-294.)

- 1. Application having been duly made and examined, and
- 2. A Certificate of Approval of Master Deed, Permit To Sell, Extension of Permit To Sell, 2nd Extension of Permit To Sell, 3rd Extension of Permit To Sell, 4th Extension of Permit To Sell and Approval of Amendment to Master Deed, May 14, 1974, May 22, 1974, April 17, 1975, June 19, 1975, June 19, 1976, July 29, 1977 and September 21, 1977, respectively, and
- 3. The developer having petitioned for an Amendment to Master Deed for the purpose of expanding new phase.
- 4. INASMUCH as this Bureau has determined that the proposed amendment is for a proper and stated purpose,
- 5. THEREFORE, the proposed Amendment to Master Deed for the above named condominium is hereby approved and shall take effect immediately upon recording.

MICHIGAN DEPARTMENT OF COMMERCE Keith Molin, Director

ρ...

E. C. Mackey, Director

Corporation & Securities Bureau

Dated: April 21, 1978 Lansing, Michigan

MICHIGAN

Recorded in Liber 7206 Pages 718 through 738 Oakland County Records on May 23, 1978

FIFTH AMENDMENT TO MASTER DEED OF STREAMWOOD ESTATES

Streamwood Estates, a Michigan co-partnership, being the Developer of Streamwood Estates, a condominium project established pursuant to the Master Deed thereof, recorded on May 22, 1974, in Liber 6295, Pages 308 through 352; First Amendment to the Master Deed recorded on September 19, 1975, in Liber 6541, Pages 296 through 325; Second Amendment to the Master Deed recorded on November 23, 1976, in Liber 6801, Pages 552 through 570; Third Amendment to the Master Deed recorded on November 14, 1977, in Liber 7064, Pages 874 through 894; and Fourth Amendment to the Master Deed, recorded on April 28 , 1978, in Liber 7185, Page 551, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 178, hereby amends the Master Deed of Streamwood Estates pursuant to the authority reserved in Article VI of said Master Deed for the purposes of enlarging the condominium project from 114 units to 135 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit "B" thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

A parcel of land being part of the S.E. 1/4 of Section 20, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, being more particularly described as beginning at a point distant N. 1° 34′ 36″ W. 60.02 feet to a point on the Northerly 60-feet right-of-way line of Hamlin Road and N. 89° 57′ 21″ W., 18.29 feet along said Northerly right-of-way line of Hamlin Road from the S.E. corner of said Section 20; proceeding thence N. 2° 51′ 34″ E., 125.36 feet; thence along a curve to the left having a radius of 500.00 feet, arc length of 109.59 feet, central angle of 12° 33′ 28″, a chord bearing and distance of N. 3° 25′ 10″ W., 109.37 feet; thence N. 9° 41′ 54″ W., 70.00 feet; thence along a curve to the right having a radius of 480.00 feet, arc length of 120.71 feet, central angle of 14° 24′ 31″ chord bearing and distance of N. 2° 29′ 38″ W., 120.39 feet; thence N. 85° 17′ 23″ W., 34.55 feet; thence S. 86° 48′ 06″ W., 201.89 feet; thence N. 3° 11′ 54″ W., 92.00 feet; thence S. 86° 48′ 06″ W., 88.29 feet; thence S. 3° 44′ 43″ E., 502.99 feet to the Northerly right-of-way line of Hamlin Road; thence S. 89° 57′ 21″ E. 313.75 feet along said Northerly right-of-way line to the point of beginning.

2. Fourth Amended Article V-C of said Master Deed of Streamwood Estates as set forth below, shall replace and supersede Third Amended Article V-C of the Master Deed as recorded, and the Third Amended Article V-C shall be of no further force or effect.

FOURTH AMENDED ARTICLE V-C OF THE MASTER DEED OF STREAMWOOD ESTATES

ARTICLE V

- C. Set forth below are:
 - (a) Each apartment number as it appears on the Condominium Subdivision Plan.
 - (b) The percentage of value assigned to each apartment.
 - (c) The type of unit for purposes of the occupancy limitation as set forth in Article VI, Section 1 of the Condominium Bylaws.

Apartment Number	Туре	Percentage of Value Assigned
1	Two-Bedroom Garden Apartment	.615
2 ·	11	.615 .615
3	11	.615
4	H .	.615
5	11	.615
6	W.	.615
7		.615
8	11	.615
9	н	.615
10	· · · · · · · · · · · · · · · · · · ·	.615

11	Two-Bedroom Garden Apartment	615
	rwo-bedroom Garden Apartment	.615
12	H	.615
13		.615
14		.615
15		.615
16	II .	.615
17	11	.615
18	11	.615
19	. "	.615
20	11	.615
21	Three-Bedroom Townhouse	.812
22	H	.800
23	Two-Bedroom Townhouse	.792
24	1 Wo Bedfooti Townitouse	.792
25	Three-Bedroom Townhouse	.800
26	Tinee-bedroom Townhouse	
	II.	.812
27	"	.812
28		.800
29	Two-Bedroom Townhouse	.792
30		.792
31	Three-Bedroom Townhouse	.800
32	"	.812
33		.783
34	11	.771
35	Two-Bedroom Townhouse	.758
36	Two-Bedroom Triplex	.722
37	Three-Bedroom Triplex	.771
38	Two-Bedroom Triplex	.722
39	Two-Bedroom Townhouse	.763
40	Three-Bedroom Townhouse	.771
41	Three-Bedroom Townhouse	
		.812
42	11	.812
43		.800
44	Two-Bedroom Townhouse	.792
45		.763
46	Three-Bedroom Townhouse	.771
47	· ·	.783
48	Two-Bedroom Triplex	.722
49	Three-Bedroom Triplex	.771
50	Two-Bedroom Triplex	.722
51	Three-Bedroom Townhouse	.758
52	11	.771
53	Two-Bedroom Townhouse	.783
54	Three-Bedroom Townhouse	.783
55	" Three Bedroom Townhouse	.771
56	Two-Bedroom Townhouse	
57		.758
	Two-Bedroom Triplex	.722
58	Three-Bedroom Triplex	.771
59	Two-Bedroom Triplex	.722
60	Two-Bedroom Garden Apartment	.615
61	"	.615
62	11	.615
63	11	.615
64	Three-Bedroom Townhouse	.783
65	11 .	.771
66	Two-Bedroom Townhouse	.763
67	Two-Bedroom Triplex	.722
68	Three-Bedroom Triplex	.771
69	Two-Bedroom Triplex	.771
70	Three-Bedroom Townhouse	
70 71	Three-Bedroom Townhouse	.783
	Two Bodes and Transit	.771
72 73	Two-Bedroom Townhouse	.763
73	Two-Bedroom Triplex	.771
74	Three-Bedroom Triplex	.771

75	Two-Bedroom Triplex	.722
76	Three Bedroom Townhouse	.783
77	11	.771
78	Two-Bedroom Townhouse	.763
79	Three-Bedroom Townhouse	.783
80	11	.771
81	Two-Bedroom Townhouse	.763
82	Two-Bedroom Triplex	.771
83	Three-Bedroom Triplex	.771
84	Two Bedroom Triplex	.722
85	ıı	.771
86	Three-Bedroom Triplex	.771
87	Two-Bedroom Triplex	.722
88	Three-Bedroom Townhouse	.783
89	II Townstage	.771
90	Two-Bedroom Townhouse	.763
91	I WO Bedicom Townhouse	.763
92	Three-Bedroom Townhouse	.771
93	Timee-bedroom Townhouse	.783
93 94	· ·	.783
95	H	.783
	Two-Bedroom Townhouse	.763
96	Two-Bedroom Townhouse	
97	Three Dadrager Tarrelance	.763
98	Three-Bedroom Townhouse	.771
99	T - D-1 Trinler	.783
100	Two-Bedroom Triplex	.771
101	Three-Bedroom Triplex	.771
102	Two-Bedroom Triplex	.722
103		.722
104	Three-Bedroom Triplex	.771
105	Two-Bedroom Triplex	.771
106	"	.771
107	Three-Bedroom Triplex	.771
108	Two-Bedroom Triplex	.722
109	11	.771
110	Three-Bedroom Triplex	.771
111	Two-Bedroom Triplex	.722
112	"	.722
113	Three-Bedroom Triplex	.771
114	Two-Bedroom Triplex	.771
115	Two-Bedroom Townhouse	.763
116	Three-Bedroom Townhouse	.771
117	11	.783
118	U	.783
119	н	.771
120	Two-Bedroom Townhouse	.763
121	Two-Bedroom Triplex	.771
122	Three-Bedroom Triplex	.771
	-	
123	Two-Bedroom Triplex	.722
124		.771
125	Three-Bedroom Triplex	.771
126	Two-Bedroom Triplex	.722
127	Three-Bedroom Townhouse	.783
128	"	.771
129	Two-Bedroom Townhouse	.763
130	Three-Bedroom Townhouse	.783
131	"	.771
132	Two-Bedroom Townhouse	.763
133	11	.763
134	Three-Bedroom Townhouse	.771
135	II	.783

3. Amended Sheets 1, 2, 3, 3A, 3C, 4A, 5, 5A, 5C, 11, 14, 15, 16 and 17 of the Condominium Subdivision Plan of Streamwood Estates as attached hereto shall replace and supersede Sheets 1, 2, 3,

3A, 3C, 4A, 5, 5A, 5C, 11, 14, 15, 16 and 17 of the Condominium Subdivision Plan of Streamwood Estates as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 2, 3, 3A, 3C, 4A, 5, 5A, 5C, 11, 14, 15, 16 and 17 shall be of no further force or effect. The legal description of the condominium premises contained on said Amended Sheet 1 shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

Sheets 3D, 4D and 5D of the Condominium Subdivision Plan of Streamwood Estates attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Streamwood Estates, as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of Streamwood Estates as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibit "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:	STREAMWOOD ESTATES, a Michigan	
/s/ Charlotte K. Reis Charlotte K. Reis	co-partnership 	
/s/ Mary Ann Blome	By: /s/ Donald G. VanEvery Donald G. VanEvery, Partner	
Mary Ann Blome		
	Master Deed of Streamwood Estates was acknowledged 1978, by Donald G. VanEvery, one of the partners of	
or in the inguity of pure	/s/ Charlotte K. Reis	
	Charlotte K. Reis	
	Notary Public, County, Michigan My commission expires: September 17, 1979	
FIFTH AMENDMENT TO MASTER DEED DI R. L. Nelson, of Dykema, Gossett, Spencer, Goodnow & T 35th Floor, 400 Renaissance Center	RAFTED BY:	

Detroit, Michigan 48243

REPLAT NO. 4 OF OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178

EXHIBIT B TO THE MASTER DEED OF STREAMWOOD ESTATES, A CONDOMINIUM AVON TOWNSHIP, MICHIGAN

DEVELOPER:

SURVEYOR:

STREAMWOOD ESTATES, A MICHIGAN CO-PARTNERSHIP PATE, HIRN & BOGUE INC. 30233 SOUTHFIELD RD.

17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

PROPERTY DESCRIPTION

SOUTHFIELD, MICHIGAN

A PARCEL OF LAND BEING PART OF THE S.E. I/4 OF SECTION 20 AND PART OF THE S.W. I/4 OF SECTION 21, T.3N., R.HE., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PART-ICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N. 1º 34'36"W. 60.02 FT. TO A POINT ON THE NORTHERLY 60 FT. R.O.W. LINE OF HAMLIN ROAD AND N. 89° 57'21"W. 18.29 FT. ALONG THE SAID NORTHERLY R.O.W. LINE OF HAMLIN ROAD FROM THE S.E. CORNER OF SAID SECTION 20: PROCEEDING THENCE N. 89°57'2!" W. 313.75 FT; THENCE N. 3° 44'43" W. 754.81 FT; THENCE N. 86° 15' 17" E. 79.90 FT. TO THE APPROXIMATE CENTERLINE OF THE CLINTON RIVER; THENCE ALONG THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER S.68° 44'58"E. 96.57 FT.: THENCE N.72° 04'48"E. 190.89 FT.: THENCE N.49° 52'15"E. 175.74 FT. THENCE N. 11º 02' 07"E. 245.54 FT. THENCE N. 27° 17' 58"E. 104.66 FT. THENCE N 50° 22' 09"E. 377.84 FT. THENCE N.62° 42'02"E. 104.66 FT.; THENCE S.65° 40' 28"E. 80.11 FT; THENCE S.17° 09'09"E. 169.54 FT; THENCE LEAVING THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER S.O° 29' 09" W. 168.25 FT., THENCE S.5°07'13" W. 165.83 FT.; THENCE S.9°12' 38" W. 100.00 FT.; THENCE S.84° 33' 06" W. 310.36 FT. TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 480.00 FT., ARC LENGTH OF 789.59 FT, A CENTRAL ANGLE OF 94°15'00", A CHORD BEARING AND DISTANCE OF \$.37°25'36"W. 703.53 FT.: THENCE S.9°41'54"E. 70.00 FT.: THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FT., ARC LENGTH OF 109.59 FT., A CENTRAL ANGLE OF 12° 33' 28", CHORD BEARING AND DISTANCE OF S. 3° 25' 10"E. 109. 37 FT.: THENCE S. 2° 51' 34" W. 125.36 FT. TO THE POINT OF BEGINNIG. SAID PARCEL CON-TAINING 13,341 ACRES.

A PARCEL OF LAND BEING PART OF THE S.W. I/4 OF SECTION 21, T.3N., R.HE., AVON TOWNSHIP OAKLAND COUNTY, MICHGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N. 1º 34'36" W. 60.02 FT. TO A POINT ON THE NORTHERLY 60 FT. R.O.W. LINE OF HAMLIN ROAD AND N.86°48'06"E. 81.71 FT. ALONG THE SAID NORTHERLY ROW LINE OF HAMLIN ROAD FROM THE S.W. CORNER OF SAID SECTION 21: PROCEEDING THENCE N.9°41'51"W. 313.42 FT: THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FT. AN ARC LENGTH OF 690.89 FT, A CENTRAL ANGLE OF 94°15'00", A CHORD BEARING AND DISTANCE OF N. 37° 25'36"E. 615.59 FT.; THENCE N. 84° 33'06"E. 325.00 FT.; THENCE S.7° 19' 39"E. 620.00 FT; THENCE S.86°48'09"W. 554.92 FT; THENCE S.3°11'51"E. 173.00 FT; THENCE S.86° 48' 06" W. 179.81 FT. TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 10, 342 ACRES

CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED *3A SURVEY PLAN

THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF 38 SURVEY PLAN THE AMENDED MASTER DEED OF STREAMWOOD ESTATES , A *3C SURVEY PLAN CONDOMINIUM, WAS ISSUED TODAY PURSUANT TO ACT 229. *3D SURVEY PLAN PUBLIC ACTS OF 1963, AS AMENDED.

DATE

E.C. MACKEY COLRECTOR CORPORATION AND SECURITIES BUREAU

DEPARTMENT OF COMMERCE

NOTE:

BUILDING ELEVATIONS ARE SHOWN IN DETAIL ON MICRO-FILMED ARCHITECTURAL WORKING DRAWINGS ON FILE WITH *5D SITE PLAN THE MICHIGAN DEPARTMENT OF COMMERCE, SECURITIES BUREAU.

PLAN CERTIFICATE

I, JOHN F. DE BUSSCHER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178 AS SHOWN ON THE ACCOMPANYING DRAWINGS WAS PREPARED UNDER MY DIRECTION, AND THAT THE ATTACHED DRAWINGS OF BUILDINGS AND IMPROVEMENTS ARE PROPOSED.

1/10/78 DATE

JOHN F. DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION No. 10684 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN 48076

SHEET INDEX

- * I. COVER SHEET *2. TOTAL PROJECT PLAN
- *3. SURVEY PLAN

- 4. UTILITY PLAN *4AUTILITY PLAN
- 4BUTILITY PLAN
- 4C UTILITY PLAN
- *4D UTILITY PLAN *5. SITE PLAN
- *5A SITE PLAN
- 58 SITE PLAN
- *5C SITE PLAN
- 6. TOWNHOUSE FLOOR PLAN TYPICAL UNIT A, AA REVERSE
- TOWNHOUSE FLOOR PLAN TYPICAL UNIT B, BB REVERSE
- 8. TOWNHOUSE FLOOR PLAN TYPICAL UNIT C, CC REVERSE 9. CROSS SECTIONS & LONGITUDINAL SECTIONS TOWNHOUSE
- TYPICAL UNITS A,B &C; AA,BB & CC REVERSE
- IO CROSS SECTIONS, TOWNHOUSE TYPICAL UNITS B&C. BB & CC REVERSE
- *II. PERIMETER PLAN BLDGS. 1,2,5,6,7,8,9,12,13,14,15, 16, 18, 19, 20, 22, 23, 24, 25, 31, 33, 42 8, 43
- 12 TRIPLEX FLOOR PLAN TYPICAL UNIT X, XX REVERSE
- 13 TRIPLEX FLOOR PLAN TYPICAL UNIT Y, YY REVERSE
- *14. TRIPLEX FLOOR PLAN TYPICAL UNIT Z, ZZ REVERSE *15 CROSS SECTION & LONGITUDINAL SECTION , TRIPLEX
- TYPICAL UNITS X,Y & Z; XX,YY & ZZ REVERSE
- *16 CROSS SECTIONS, TRIPLEX TYPICAL UNITS X & Z , XX & ZZ REVERSE
- *17. PERIMETER PLAN BLDGS. 3,4,10,17,21,26,27,28,29,30,32 18. FIRST FLOOR PLAN BLDGS 36,37 & 38 41,44 & 45
- 19. SECOND FLOOR PLAN BLDGS, 36,37 & 38
- 20 FIRST FLOOR PLAN BLDGS. 39 & 40
- 21. SECOND FLOOR PLAN BLDGS, 39 & 40 22 FIRST & SECOND FLOOR PLAN BLDG. II
- 23 CROSS SECTION & LONGITUDINAL SECTION BLDGS. II, 36, 37, 38, 39, 8, 40

SURVEYOR'S CERTIFICATE

I, JOHN F. DE BUSSCHER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178 , AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH, IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (.) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.

1/10/78 DATE

om I we Buscher JOHN F. DEBUSSCHER REGISTERED LAND SURVEYOR REGISTRATION No. 10684 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

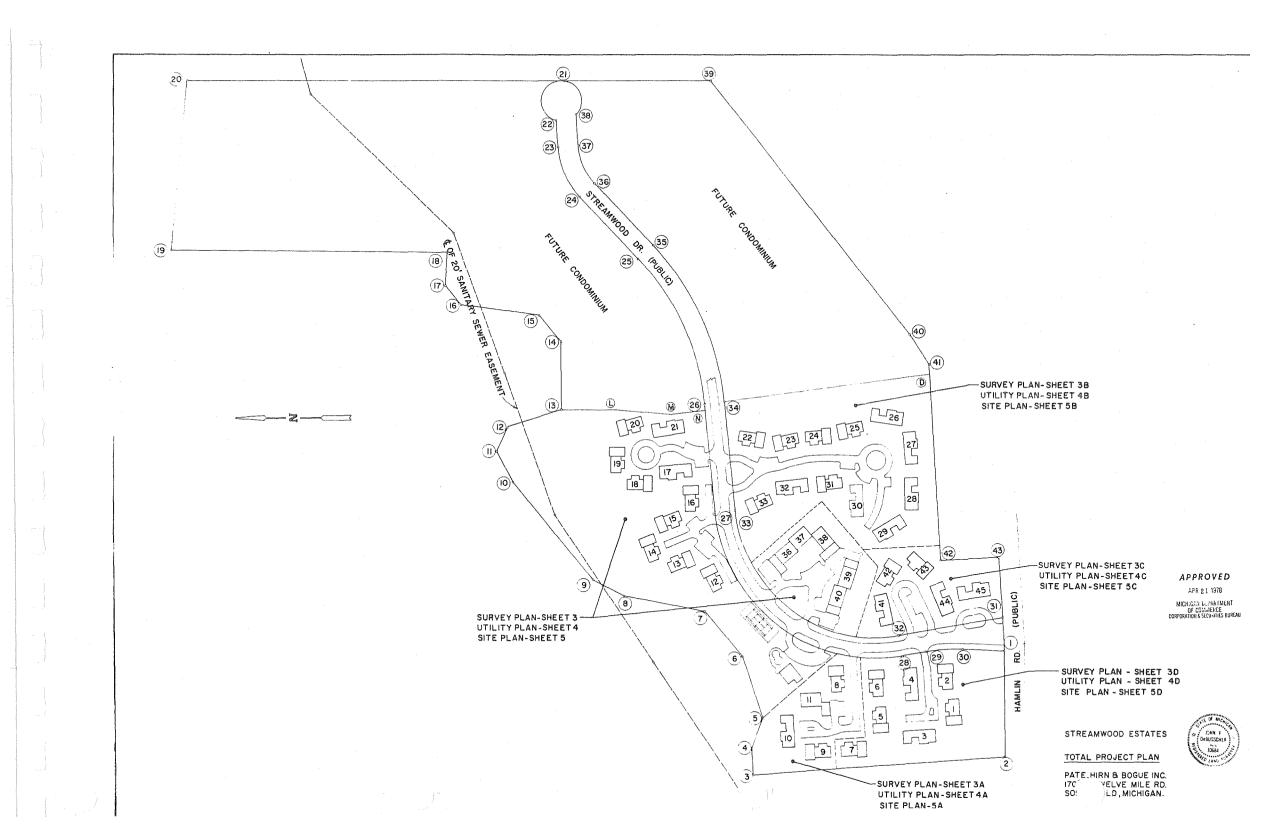
STREAMWOOD ESTATES IS A MULTI-PHASE CONDOMINIUM PROJECT, THE ASTERISK (*) INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED DATED 1/10/78 THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

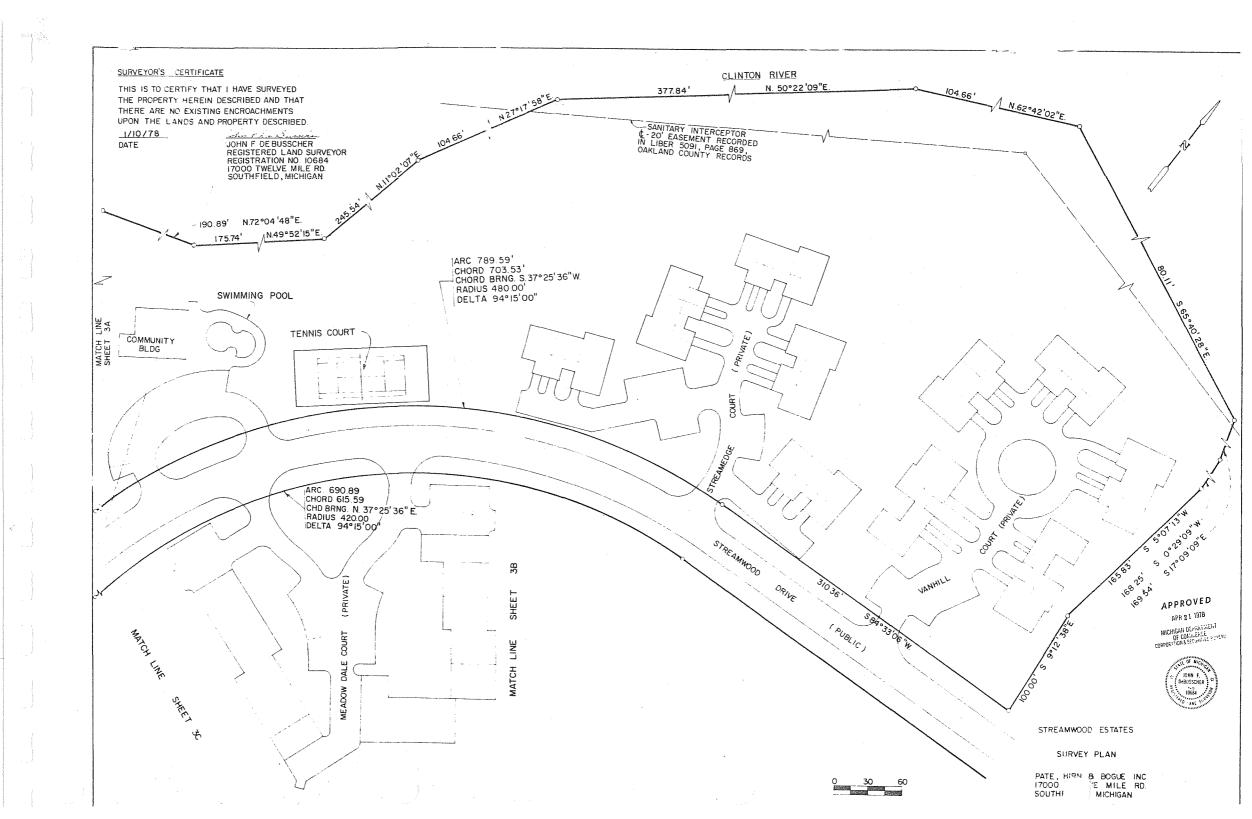
APPROVED

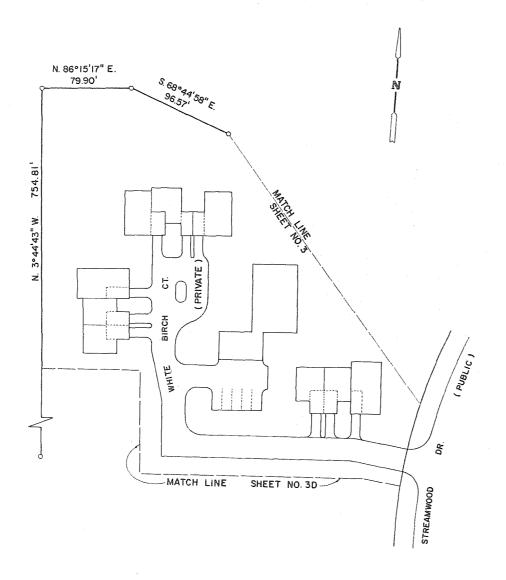
APR 21 1978

MICHIGAN DEPARTMENT OF COMMERCE CORPORATION & SECURITIES BUREAU









APPROVED

APR 21 1978

SURVEYORS CERTIFICATE

MICHIGATO DEPARTMENT
OF COMMERCE
OF COMMERC

1/10/78 DATE

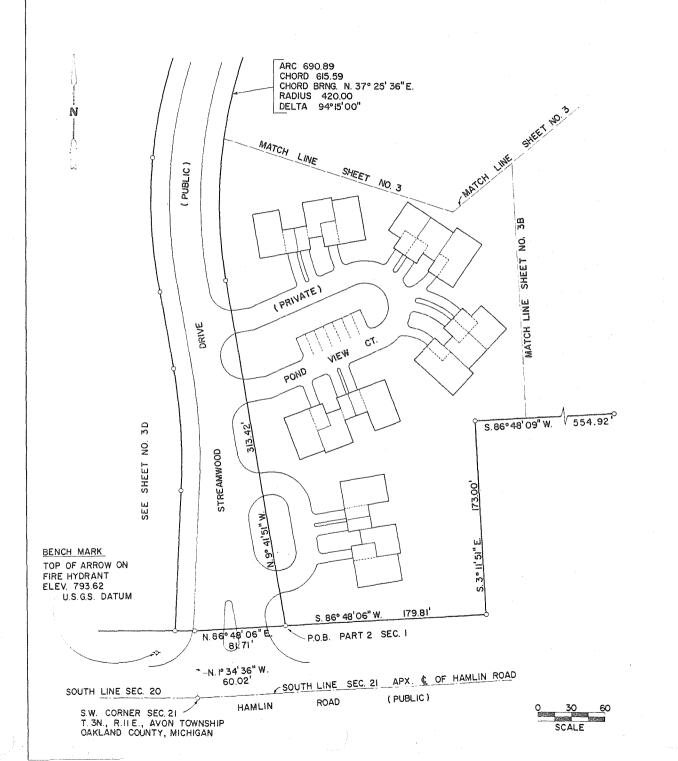
JOHN F. DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN



STREAMWOOD ESTATES

SURVEY PLAN

PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUT D. MICHIGAN



APPROVED

APR 21 1978

MICHIGAN DEPARTMENT
OF COMMERCE
CORPORATION A SECURIUS PUPSAU

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.

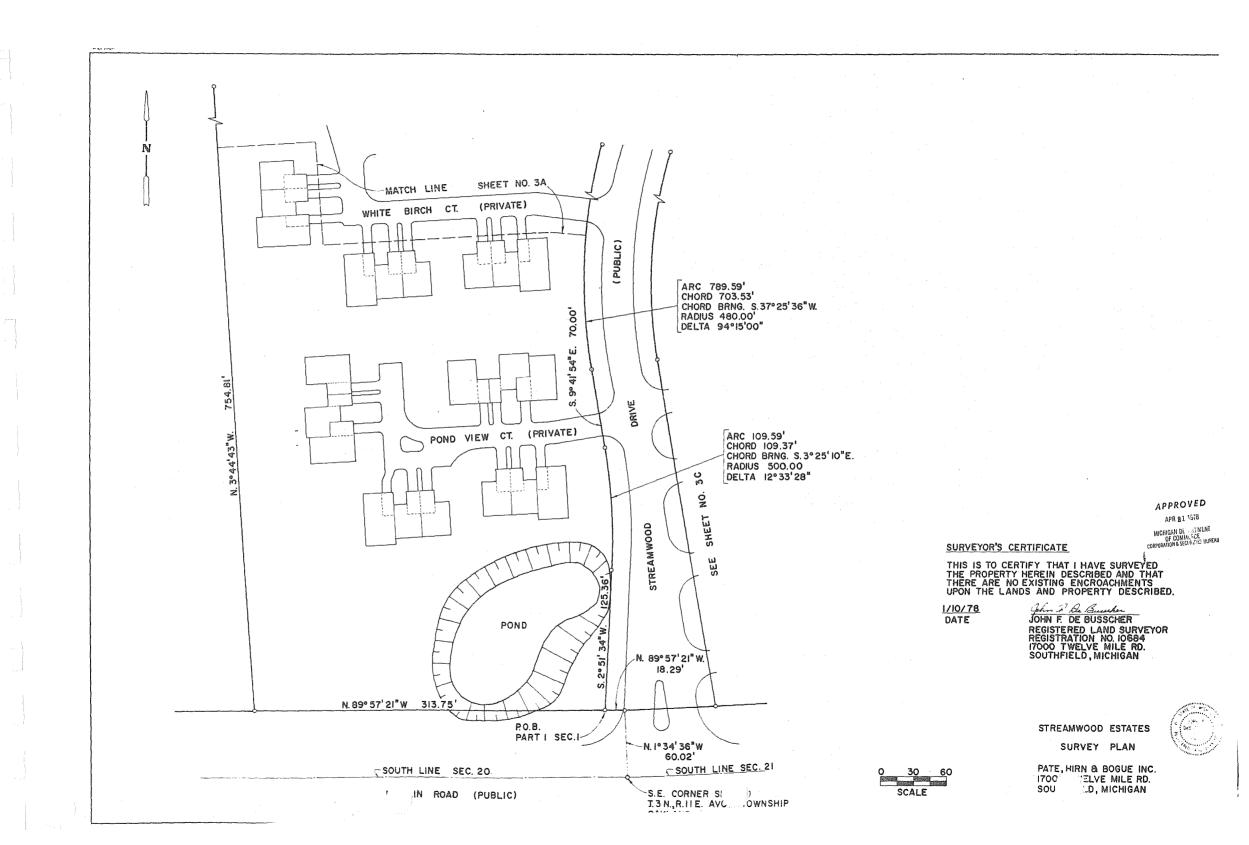
1/10/78 DATE JOHN F. DE BUSSCHER
REGISTERED LAND SURVEYOR
REGISTRATION NO. 10684
17000 TWELVE MILE RD.
SOUTHFIELD, MICHIGAN

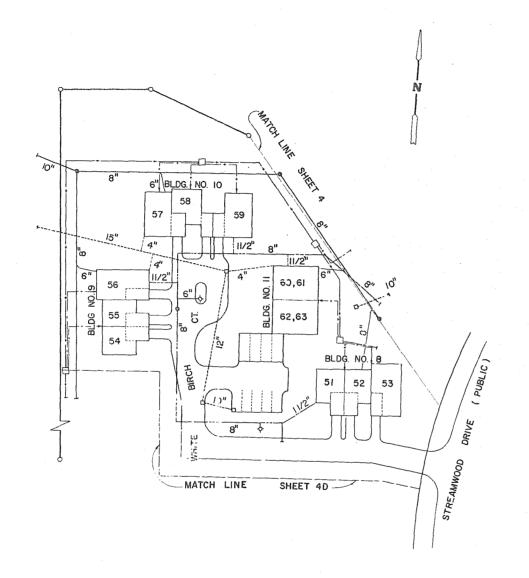
STREAMWOOD ESTATES

SURVEY PLAN

PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUT D, MICHIGAN







UTILITY

SOURCE OF LOCATION

WATER MAIN
SANITARY SEWER
STORM SEWER
GAS MAIN
POWER
TELEPHONE

PATE, HIRN & BOGUE INC.

CONSUMERS POWER CO. DETROIT EDISON CO. MICHIGAN BELL TELEPHONE

LEGEND

- → HYDRANT
- WATER GATE
 WATER MAIN
- MANHOLE
- --- SANITARY SEWER
- CATCH BASIN
- ----- STORM SEWER

 - ---- GAS MAIN
 - ☐ TRANSFORMER HIGH VOLTAGE
- O TRANSFORMER LOW VOLTAGE

EACH UTILITY LINE FORMS THE CENTERLINE OF ITS OWN PERMANENT EASEMENT, SAID EASEMENTS 12 FT. WD

APPROVED

APR 2 1 1978

MICHIGAN DEPARTMENT
OF COMMERCE
CORPORATION & SECURITIES BUREAU

NOTE:

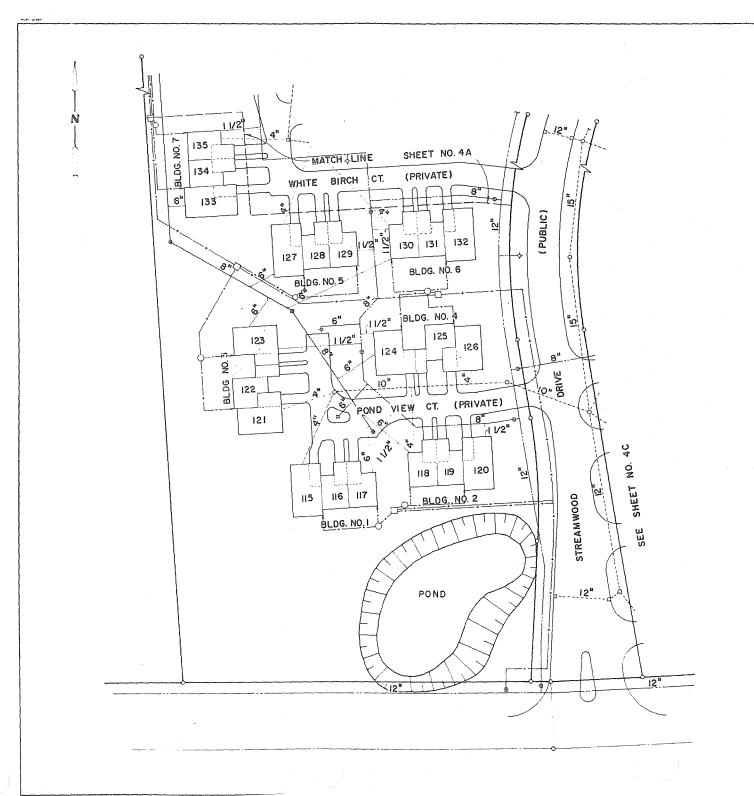
GAS LINES WILL BE SHOWN ON AS BUILT DRAWINGS.

STREAMWOOD ESTATES

UTILITY PLAN

PATE HIRN & BOGUE INC. 1700 ELVE MILE RD. SOU LD, MICHIGAN





UTILITY

TELEPHONE

SOURCE OF LOCATION

WATER MAIN PAT
SANITARY SEWER =
STORM SEWER =
GAS MAIN COM
POWER DET

PATE, HIRN & BOGUE INC.

CONSUMERS POWER CO. DETROIT EDISON CO. MICHIGAN BELL TELEPHONE

LEGEND

- → HYDRANT
- WATER GATE
- ---- WATER MAIN
- MANHOLE
 - -SANITARY SEWER
- CATCH BASIN
- ----STORM SEWER
 - GAS VALVE
- ---- GAS MAIN
- ☐ TRANSFORMER HIGH VOLTAGE
- O TRANSFORMER LOW VOLTAGE
- -----POWER & TELEPHONE

EACH UTILITY LINE FORMS THE CENTERLINE OF ITS OWN PERMANENT EASEMENT, SAID EASEMENTS 12'FT WD. APPROVED

APR 21 1978

MICHIGAN DEPARTMENT
OF COMMERCE
SPOSTION & SECURITIES BUREAU

NOTE

GAS LINES WILL BE SHOWN ON AS BUILT DRAWINGS.

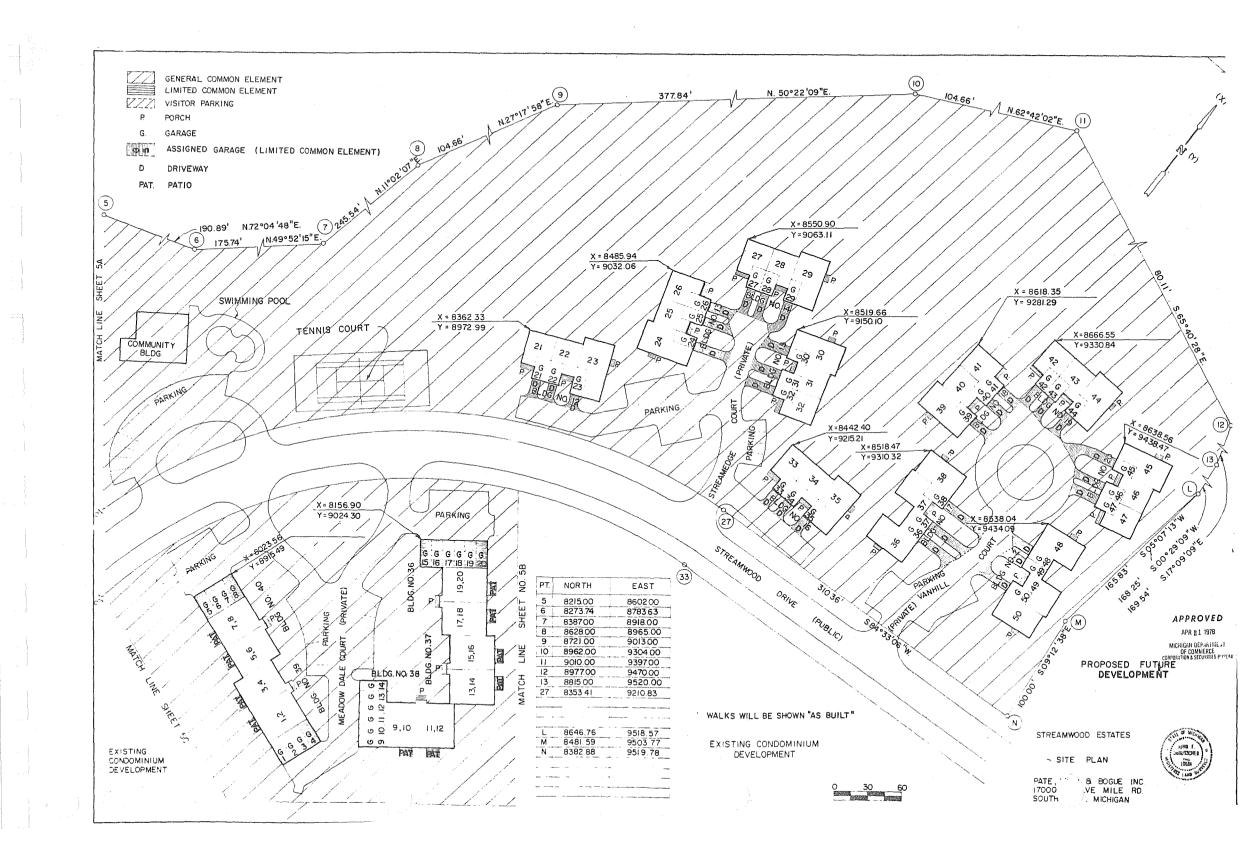
STREAMWOOD ESTATES

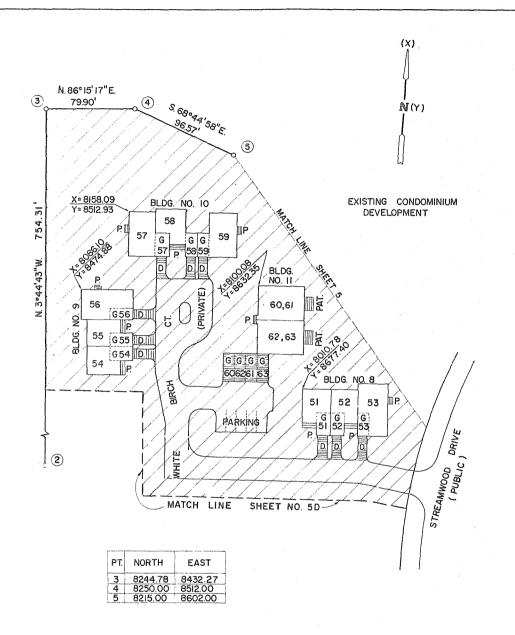
UTILITY PLAN



PATE, HIRN & BOGUE INC. 17000 ELVE MILE RD. SOUT D, MICHIGAN







GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
VISITOR PARKING
P. PORCH
G GARAGE
D. DRIVEWAY

PATIO

PAT.

APPROVED

APR 21 1978
MICHIGAN DEPARTMENT
OF COMMERCE
CORPORATION & SECURITIES BUREAU

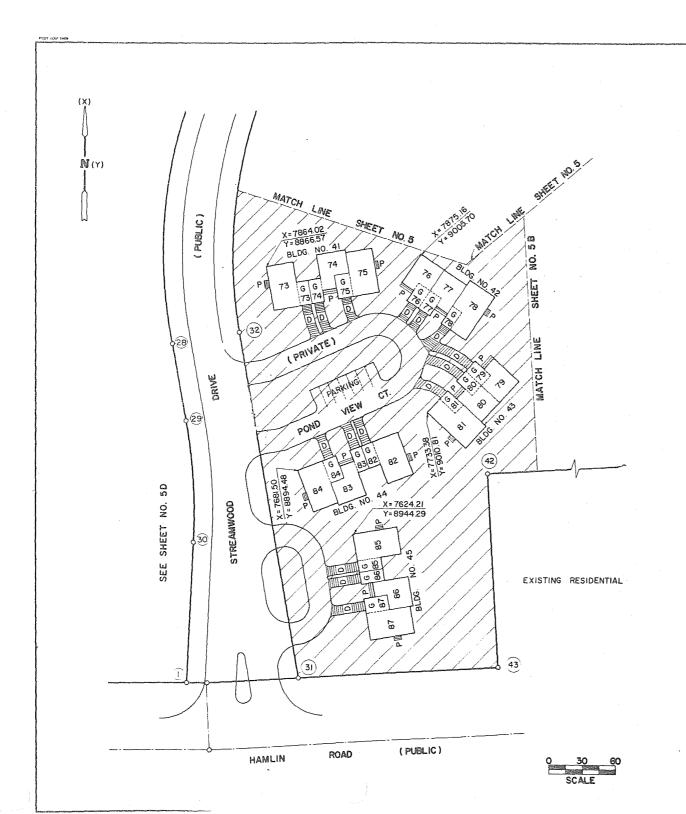
WALKS WILL BE SHOWN "AS BUILT"

STREAMWOOD ESTATES

SITE PLAN

PATE . HIRN 8 BOGUE INC. 1700 WELVE MILE RD. SOI ELD, MICHIGAN





PT.	NORTH	EAST
3!	7495.89	8895.20
32	7804.82	8842.40
42	7678.65	9065.08
43	7505.92	9074.73

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

P PORCH

GARAGE

APPROVED APR 21 1978

D DRIVEWAY

MICHIGAN DEPARTMENT
OF COMMERCE
CORPORATION & SECURITIES BUREAU

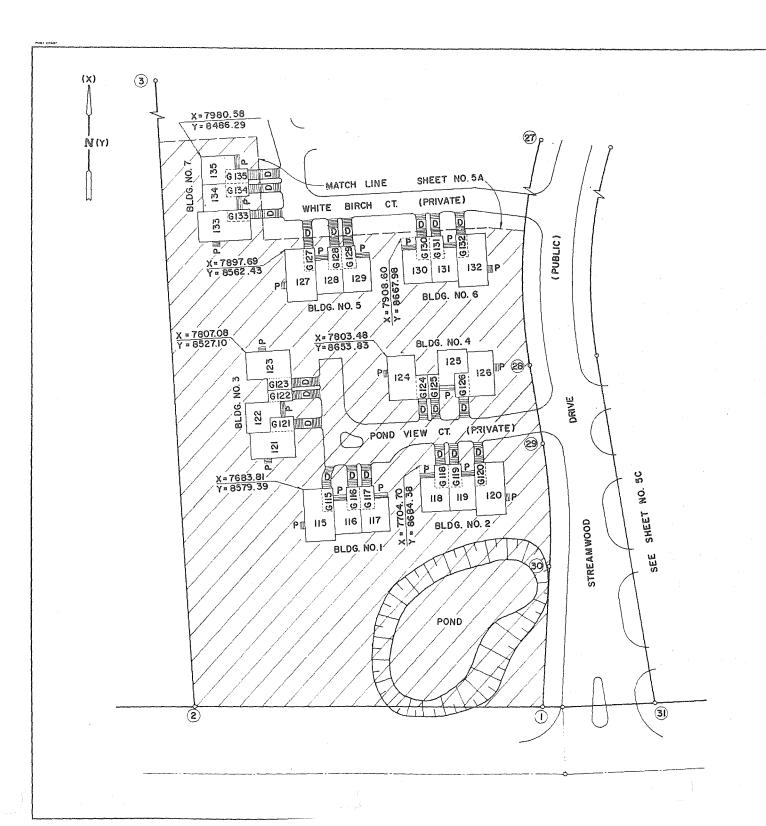
WALKS WILL BE SHOWN "AS BUILT"

STREAMWOOD ESTATES

SITE PLAN

PATE, HIRN & BOGUE INC. 17000 YE MILE RD. SOUTH , MICHIGAN





PT.	NORTH	EAST
1	7491.35	8795.32
2	7491.58	8481.58
28	7794.72	8783.26
29	7725.72	8795.05
30	7616.55	8801.58



GENERAL COMMON ELEMENT LIMITED COMMON (ELEMENT

VISITOR PARKING

P PORCH

GARAGE

APR 21 1978

MICHIGAN DEPARTMENT
OF COMMERCE
CORPORATION & SECURITIES BUREA

APPROVED

D DRIVEWAY

ij

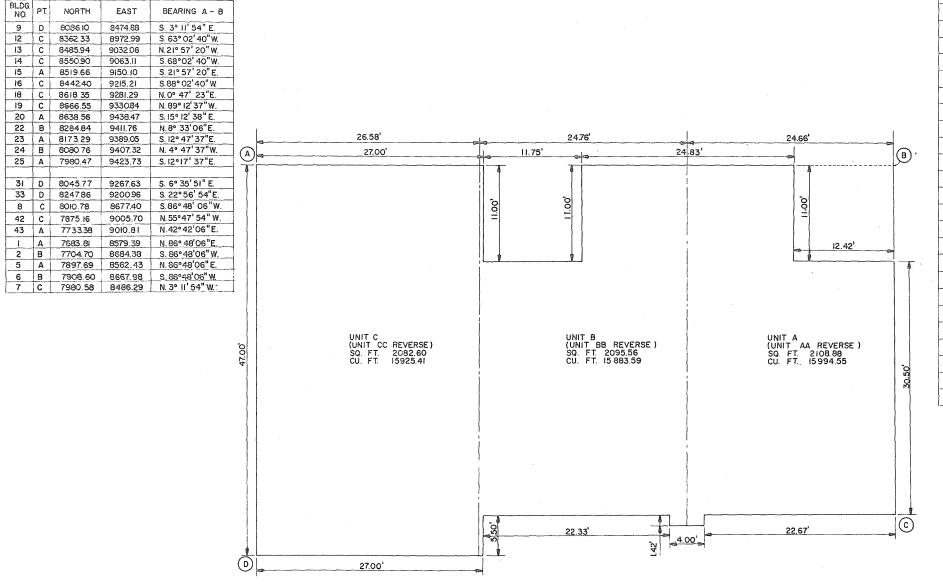
WALKS WILL BE SHOWN "AS BUILT"

STREAMWOOD ESTATES

SITE PLAN

PATE, PATE & BOGUE INC. 17001 LVE MILE RD. SOUT. MICHIGAN





BUILDING PERIMETER PLAN

APPROVED

APR 21 1978

MICHIGAN DEPARTMENT OF COMMERCE CORPORATION A SECURICAL PURSAU

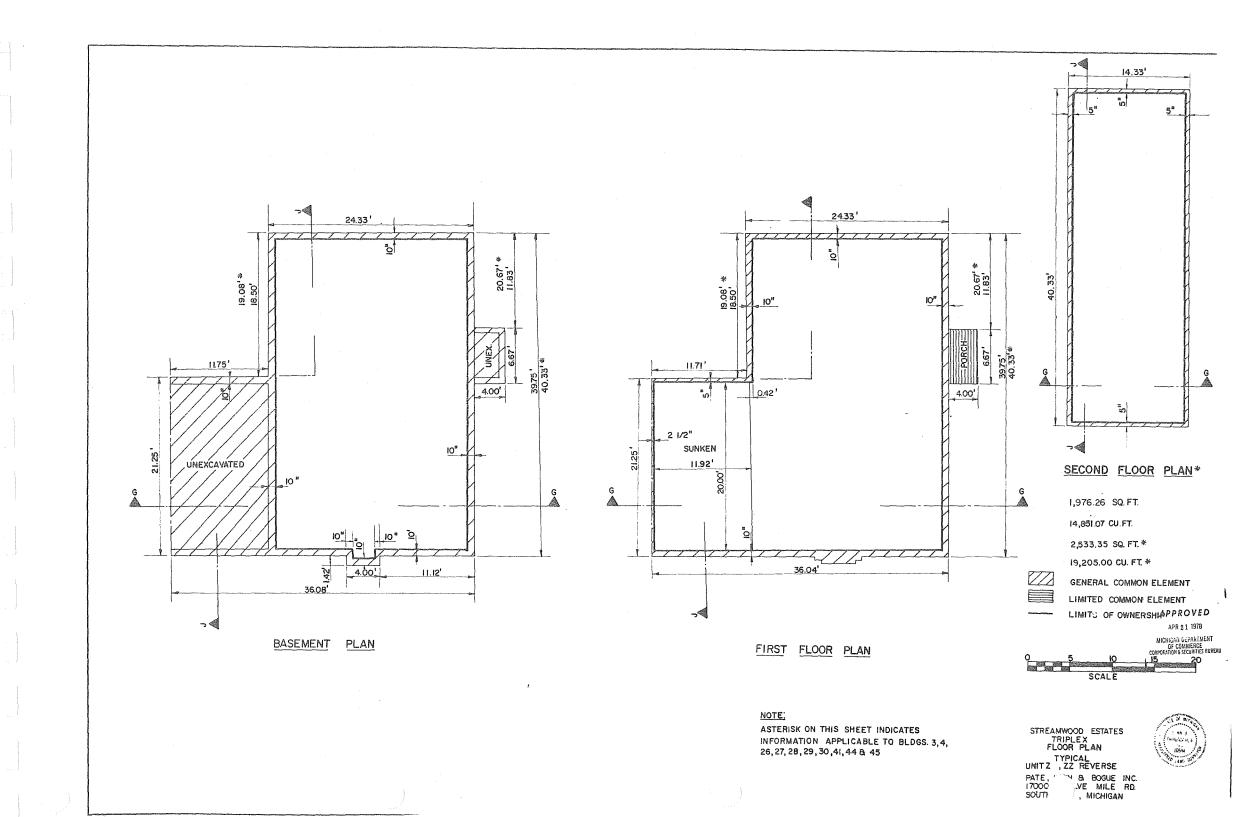


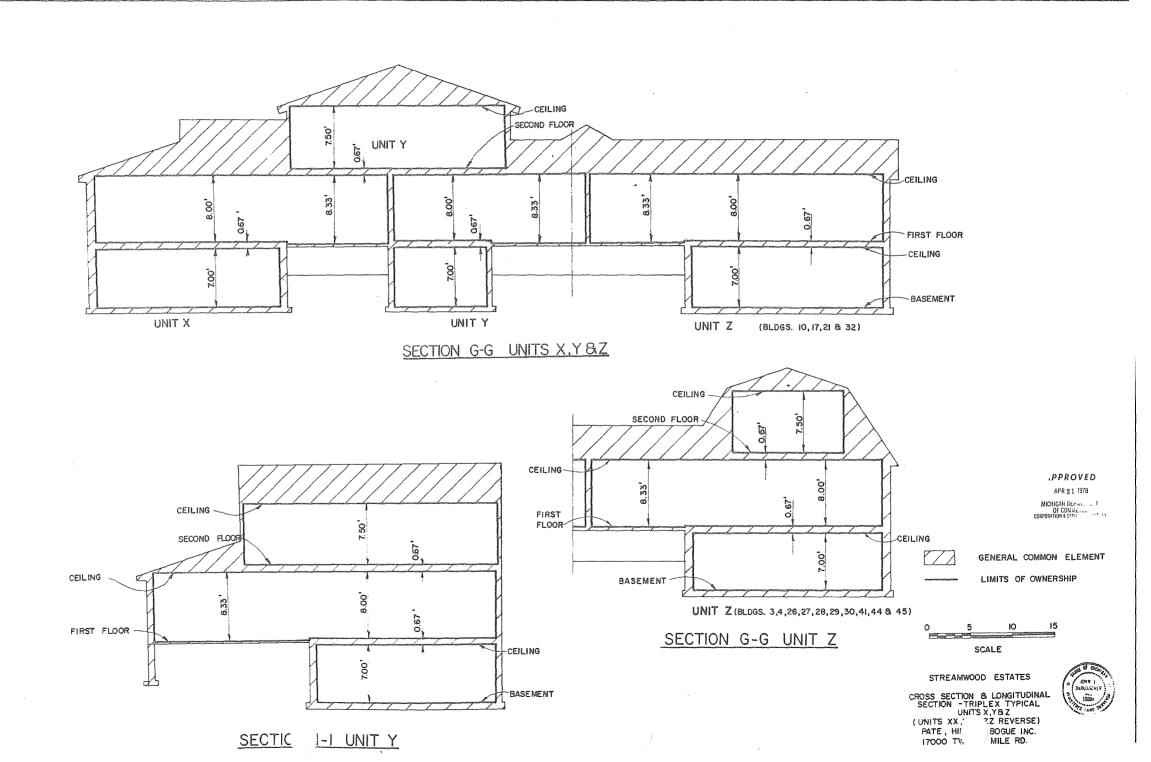
STREAMWOOD ESTATES
PERIMETER PLAN
BLDGS:8,9,12,13,14,15,16,18,1,2,5,6,7,19,20,22,23,24,25,31,33,42,8,43

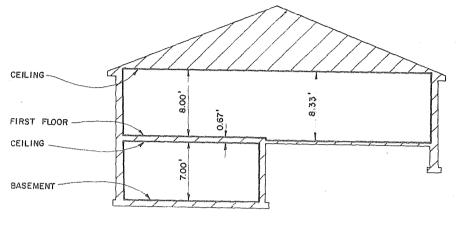
TE, HIRN & BOGUE INC.

D'TWELVE MILE RD.

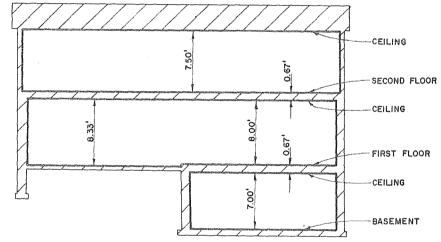
HFIELD, MICHIGAN







SECTION H-H UNITX

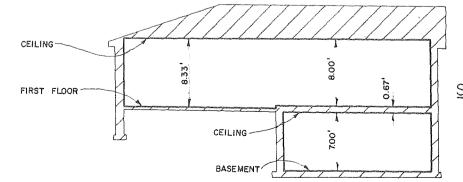


SECTION J-J UNIT Z (BLDGS. 3,4,26-30,41,44 & 45) APPROVED APR 21 1978

MICHIGAN DEPARTMEN OF COMMERCE CORPORATION & SECURITIES BL

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP



<u>SECTION J-J UNIT Z</u> (BLDGS. 10,17, 21 & 32)

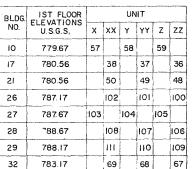
0 5 10 1

SCALE

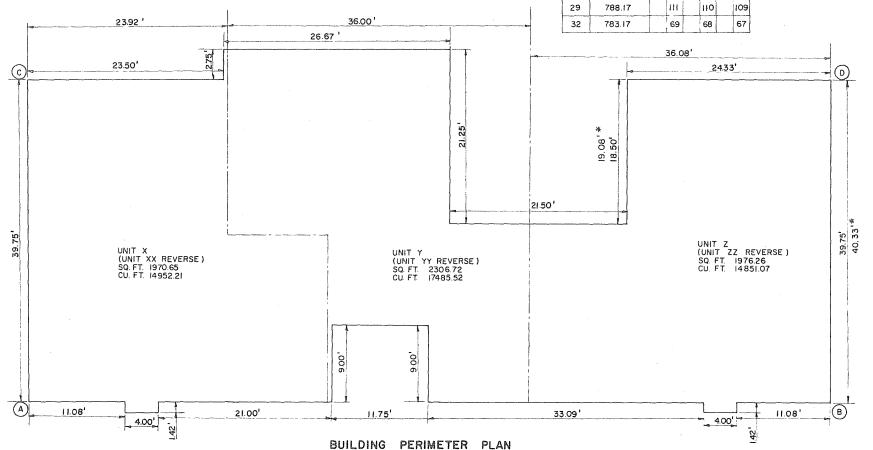
STREAMWOOD ESTATES

CROSS SECTIONS
TRIPLEX TYPICAL
UNITS X, & Z
(UNITS X, & Z
(UNITS) 'Z REVERSE)
PATE, F BOGUE INC.





BLDG.	IST FLOOR	Γ	********	UN	IT		
NO.	ELEVATIONS U.S.G.S.	×	ХX	Υ	ΥY	Z	ZZ
41	791.67		75	!	74		73
44	794.17		84		83		82
45	794.67		87		86		85
30	786.67	112		113		114	
3	788.67	123		122		121	
4	792.67		126		125		124



APPROVED

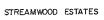
APR 21 1978

MICHIGAII DEFANCAÇAT OF COMMERCE Corportion's Security Regisal

	, , ,			
BLDG. NO.	PT	NORTH	EAST	BEARING A - B
10	С	8158.09	8512.93	N. 86° 48' 06" E.
17	С	8518.47	9310.32	S. 4° 12′ 37″ E.
21	В	8538.04	9434.09	N. 9° 12' 37" W.
26	В	7889.95	9479.62	N. 8° 18' 04" E.
27	В	7784.44	9350.23	S. 84° 48' 09" W.
28	· A	7786.09	9215.14	N.89° 18'09" E.
29	A	7783.37	9152.38	S.31° II' 51" E.
32	С	8168.35	92F^ "5	S. 6° 35' 51"E.

BLDG. NO.	PT.	NORTH	EAST	BEARING A-B
41	D	7864.02	8866.57	S. 77°48'06" W.
44	Α	7681.50	8894.48	N 69°12'06" W.
45	В	7624.21	8944.29	N.9°41'54" W.
30	c	7945.16	9195.32	N. 87°12'23"E.
3	D	7807 08	8527.10	N. 3° II' 54" W.
4	D	7803 48	8653.83	S 86° 48' 06" W.

NOTE: ASTERISK ON THIS SHEET INDICATES INFORMATION APPLICABLE TO BLDGS 3,4, 26,27,28,29,30,41,44 & 45



PERIMETER PLAN BLDGS. 10,17,21,26,27,28,29,30,32,41, TE, HIRN & BOGUE INC. 3,4,448.45

O TWELVE MILE RD.

THFIELD, MICHIGAN



Lansing, Michigan 48909 Information (517) 374-9417 P.O. Box 30054 Corporation Division Corporation Information (517) 373-0493 Record Information (517) 373-0496 Annual Report (517) 373-0488 Certification & Copies (517) 373-2901



WILLIAM G. MILLIKEN, Governor

Examination Division (517) 373-0485 Franchise & Agent Licensing (517) 374-9444 Condominiums (517) 373-8026 Mobile Homes

Enforcement Division (517) 374-9426

(517) 374-9586

DEPARTMENT OF COMMERCE

WILLIAM F. McLAUGHLIN, Director

ORDER CONDITIONAL PERMIT TO SELL

Application of Streamwood Estates, a Michigan Co-Partnership, 30233 Southfield Road, Southfield, Michigan 48076, Developer, for a Conditional Permit To Sell in the proposed STREAMWOOD ESTATES - SIXTH AMENDMENT, Hamlin & Crooks Road, Avon Township, Oakland County, Michigan. (Our File #72-294.)

Application having been duly made and examined, and

A Certificate of Approval of Amended Master Deed, having been entered on May 11, 1979, and recorded on May 31, 1979, in Liber 7523, page 263; and in the Amended Master Deed, having been recorded on May 31, 1979, in Liber 7523, pages 366 through 394, in the records of the Oakland County Register of Deeds.

Therefore, a Conditional Permit To Sell units is hereby granted to the develop pursuant to 1978 P.A. 59, subject to the following conditions:

- That each purchaser of a unit be given, before or at the time of purchase, copy of the recorded Master Deed reduced to 8 1/2 x 14 inches, including the by-laws and plans which are a part thereof, the association by-laws and a disclosure statement beginning October 1, 1978. That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of units within 5 days after use.
- That no unit be conveyed until an occupancy permit has been received. c) That until conveyance of title or at such other time designated by the d)
- Bureau, all deposits shall be placed and remain in the escrow account.

 That "as-built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project. e)
- That notice of a change in mortgagee be submitted to the Corporation & f) Securities Bureau.
- That the developer or its successor submit to the Bureau, an affidavit indicating the date upon which the last unit in the project is sold. g)
- That notice of a successor developer or a successor mortgagee which acquire title to the project, or a portion of the project, be submitted to the
- That a developer of an expandable or convertible project, or its successor, which intend to avail itself of Section 88(2) of the Act, provide notice to i) the Bureau of the date the expansion or conversion is begun and the estimated date of completion.

That this permit is only valid for the sale of units numbered 136 through , as designated in the recorded Master Deed.

MICHIGAN DEPARTMENT OF COMMERCE WILLIAM F. MCLAUGHLIN

E.C. Mackey, Director

Corporation & Securities Bureau

June 1979 ng, Michigan

Corporation & Securities Bursau 6546 Mercantile Way Lansing, Michigan 48909

P.O. Box 30054
Corporation Division
General Information
(517) 373-0493
Record Information
(517) 373-0496
Annual Report
(517) 373-0488
Certification & Coples
17) 373-2901

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

P.O. Box 30222 Enforcement Division (517) 374-9426 Examination Division (517) 373-0485 Condominiums (517) 373-6026 Mobile Homes (517) 374-9586

DEPARTMENT OF COMMERCE

William F. McLaughlin, Director O R D E R

Recorded in Liber 7523, Page 363, Oakland County REcords, on May 31, 1979

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

In re: Application of Streamwood Estates, a Michigan Co-Partnership, 30233 Southfield Rd., Southfield, Michigan 48076, for a Certificate of Approval of Amended Master Deed, in the proposed STREAMWOOD ESTATES - SIXTH AMENDMENT, Hamlin & Crooks Road, Avon Township, Oakland County, Michigan. (Our File #72-294.)

- 1. Application having been duly made and examined,
- A Certificate of Approval of Amended Master Deed for the above condominium is hereby given to the developer, pursuant to 1978 P.A. 59:
 - a) That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
 - b) That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation & Securities Bureau, prior to the issuance of a Permit To Sell.
 - c) That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
 - d) When construction has been completed, the developer shall amend the Master Deed by filing "as-built" plans.
 - e) That pursuant to Section 21(3) of the Condominium Act, all projects which were approved under the Horizontal Real Property Act, 1963 P.A. 229, as amended, shall comply with Sections 21(4) and (5) of the Condominium Act.
- 3. This Certificate of Approval of Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE William A. McLaughlin, Director

E. C. Mackey, Director

Corporation & Securities Bureau

Jaced: May 11, 1979 Lansing, Michigan



Recorded in Liber 7523, Pages 366 through 394, Oakland County Records, on May 31, 1979

SIXTH AMENDMENT TO MASTER DEED OF STREAMWOOD ESTATES

Streamwood Estates, a Michigan co-partnership, being the Developer of Streamwood Estates, a condominium project established pursuant to the Master Deed thereof, recorded on May 22, 1974, in Liber 6295, Pages 308 through 352; First Amendment to the Master Deed recorded on September 19, 1975, in Liber 6541, Pages 296 through 325; Second Amendment to the Master Deed recorded on November 23, 1976, in Liber 6801, Pages 552 through 570; Third Amendment to the Master Deed recorded on November 14, 1977, in Liber 7064, Pages 874 through 894; Fourth Amendment to the Master Deed, recorded on April 27, 1978, in Liber 7185, Page 551; and Fifth Amendment to the Master Deed recorded on May 23, 1978, in Liber 7206, Pages 718 through 738, Oakland County Condominium Subdivision Plan No. 178, hereby amends the Master Deed of Streamwood Estates pursuant to the authority reserved in Article VI and VIII of said Master Deed for the purpose of correcting survey errors in Sheets 11 and 17 of Exhibit "B," enlarging the condominium project from 135 units to 170 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit "B" thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment: A parcel of land being part of the Southwest 1/4 of Section 21, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being described as beginning at a point distant North 1° 34′ 36" West, 60.02 feet to a point on the Northerly 60 foot right-of-way line of Hamlin Road; thence along the said Northerly right-of-way line North 89° 57' 21" West, 18.29 feet; thence leaving the said Northerly right-of-way line North 3° 57 21 west, 18.29 feet; thence leaving the said Northerly right-of-way line North 2° 51' 34" East, 125.36 feet; thence on a curve to the left having a radius of 500.00 feet, arc 109.59 feet, central angle 12° 33' 28", chord bearing and distance North 3° 25' 10" West, 109.37 feet; thence North 9° 41' 54." West, 70.00 feet; thence on a curve to the right having a radius 480.00 feet, arc 789.59 feet, central angle 94° , chord bearing and distance North 37° 25' 36" East, 703.53 feet; thence North 15' 00" 84° 33' 06" East, 310.36 feet from the Southeast corner of said Section 21; proceeding thence North 9° 12' 38" West, 100.00 feet; thence North 5° 07' 13" East, 165.83 feet; thence North 0° 29' 09" East, 168.25 feet to the approximate centerline of the Clinton River; thence along the said approximate centerline of the Clinton River due East 110.02 feet; thence leaving the said approximate centerline of the Clinton River South 27° 20' 21" East, 391.25 feet to a point on a curve; thence on a curve concave to the North having a radius of 730 feet, arc 289.53 feet, central angle 22° 43' 28", chord bearing and distance South 73° 11' 22" West, 287.63 feet; thence South 84° 33' 06" West, 14.64 feet to the point of beginning, and

A parcel of land being part of the Southwest 1/4 of Section 21, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being described as beginning at a point distant North 1° 34′ 36″ West, 60.02 feet to a point on the Northerly 60 foot right-of-way line of Hamlin Road; thence along said Northerly right-of-way line North 86° 48′ 06″ East, 261.52 feet; thence leaving the said Northerly right-of-way line North 3° 11′ 51″, 173.00 feet; thence North 86° 48′ 09″ East, 554.92 feet from the Southwest corner of said Section 21; proceeding thence North 7° 19′ 39″ West, 620.00 feet; thence on a curve concave to the North having a radius of 790 feet, arc 161.43 feet, central angle 11° 42′ 30″ chord bearing and distance North 78° 41′ 41″ East, 161.15 feet; thence South 11° 42′ 31″ East, 143.57 feet; thence North 78° 17′ 29″ East, 99.92 feet; thence South 11° 42′ 31″ East, 366.06 feet to a point on a curve, said point also being on the Northerly right-of-way line of the Grand Trunk Railroad 100 feet wide; thence along the said Northwesterly right-of-way line on a curve concave to the Northwest having a radius of 5501.18 feet, arc 194.06 feet, central angle 2° 01′ 16″ chord bearing and distance South 56° 05′ 07″ West, 194.05 feet; thence South 57° 03′ 09″ West, 106.33 feet; thence leaving the said Northwesterly right-of-way line South 86° 48′ 09″ West, 30.00 feet to the point of beginning.

2. Fifth Amended Article V-C of said Master Deed of Streamwood Estates as set forth below, shall replace and supersede Fourth Amended Article V-C of the Master Deed as recorded, and the Fourth Amended Article V-C shall be of no further force or effect.

FIFTH AMENDED ARTICLE V-C OF THE MASTER DEED OF STREAMWOOD ESTATES

ARTICLE V

- C. Set forth below are:
 - (a) Each apartment number as it appears on the Condominium Subdivision Plan.
 - (b) The percentage of value assigned to each apartment.
- (c) The type of unit for purposes of the occupancy limitation as set forth in Article VI, Section 1 of the Condominium Bylaws.

		•
Apartment		Percentage of
Number	Туре	Value Assigned
1.	2-Bedroom	.4600
2	2-Bedroom	.4600
3	2-Bedroom	.4600
4	2-Bedroom	.4600
5	2-Bedroom	.4600
6	2-Bedroom	.4600
7	2-Bedroom	.4600
8	2-Bedroom	.4600
9	2-Bedroom	.4600
10	2-Bedroom	.4600
11	2-Bedroom	.4600
12	2-Bedroom	.4600
13	2-Bedroom	.4600
14	2-Bedroom	.4600
15	2-Bedroom	.4600
16	2-Bedroom	.4600
17	2-Bedroom	.4600
18	2-Bedroom	.4600
19	2-Bedroom	.4600
20	2-Bedroom	.4600
21	3-Bedroom	
22		.6074
23	3-Bedroom	.5985
24	2-Bedroom	.5925
	2-Bedroom	.5925
25	3-Bedroom	.5985
26	3-Bedroom	.6074
27	3-Bedroom	.6074
28	3-Bedroom	.5985
29	2-Bedroom	.5925
30	2-Bedroom	.5925
31	3-Bedroom	.5985
32	3-Bedroom	.6074
33	3-Bedroom	.5858
34	3-Bedroom	.5769
35	2-Bedroom	.5670
36	2-Bedroom	.5401
37	3-Bedroom	.5769
38	2-Bedroom	.5401
39	2-Bedroom	.5708
40	3-Bedroom	.5769
41	3-Bedroom	.6074
42	3-Bedroom	.6074
43	2-Bedroom	.5985
44	2-Bedroom	.5925
45	2-Bedroom	.5708
46	3-Bedroom	.5769
47	3-Bedroom	.5858

48	2-Bedroom	5401
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49	3-Bedroom	.5769
50	2-Bedroom	.5401
51	3-Bedroom	
		.5858
52	3-Bedroom	.5769
53	2-Bedroom	.5670
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	3-Bedroom	.5858
55	3-Bedroom	.5769
56	2-Bedroom	.5670
57	2-Bedroom	
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58	3-Bedroom	.5769
59	2-Bedroom	.5401
60	2-Bedroom	.4600
61	2-Bedroom	.4600
62	2-Bedroom	.4600
63	2-Bedroom	.4600
64		.5858
	3-Bedroom	
65	3-Bedroom	.5769
66	2-Bedroom	.5708
67	2-Bedroom	.5401
68	3-Bedroom	.5769
69	2-Bedroom	.5401
70	3-Bedroom	.5858
71	3-Bedroom	.5769
72	2-Bedroom	.5708
73	2-Bedroom	.5769
74	3-Bedroom	.5769
75	2-Bedroom	.5401
76	2-Bedroom	.5858
77	3-Bedroom	.5769
78	2-Bedroom	.5708
. 79	3-Bedroom	.5858
80	3-Bedroom	.5769
81	2-Bedroom	.5708
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83	3-Bedroom	.5769
84	2-Bedroom	.5401
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86	3-Bedroom	.5769
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89	3-Bedroom	.5769
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92	3-Bedroom	.5769
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114	3-Bedroom	.5769
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116	3-Bedroom	.5769
117	3-Bedroom	.5858
118	3-Bedroom	.5858
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132	2-Bedroom	.5708
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136	2-Bedroom	.6621
137	3-Bedroom	.7209
138	3-Bedroom	.7555
139	2-Bedroom	.7306
140	2-Bedroom	.6873
141	3-Bedroom	.7481
142	3-Bedroom	.7720
143	2-Bedroom	.7578
144	2-Bedroom	.6621
145	3-Bedroom	.7209
146	3-Bedroom	.7555
147	2-Bedroom	.7306
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148	3-Bedroom	.7555
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150	2-Bedroom	.6621
151	2-Bedroom	.7306
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167	2-Bedroom	.7306
168	3-Bedroom	.7555
169	3-Bedroom	.7209
170	2-Bedroom	.6621

3. Amended Sheets 1, 2, 3, 3B, 4, 4B, 5, 5B, 11 and 17 of the Condominium Subdivision Plan of Streamwood Estates as attached hereto shall replace and supersede Sheets 1, 2, 3, 3B, 4, 4B,

- 5, 5B, 11 and 17 of the Condominium Subdivision Plan of Streamwood Estates as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 2, 3, 3B, 4, 4B, 5, 11 and 17 shall be of no further force or effect. The legal description of the condominium premises contained on said Amended Sheet 1 shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.
- 4. Sheets 3E, 3F, 4E, 4F, 5E, 5F and 24 through 31 of the Condominium Subdivision Plan of Streamwood Estates as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Streamwood Estates, as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of Streamwood Estates as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

W	ľ	i	N	E	S	S	Ľ	5	:

/s/ Charlotte K. Reis Charlotte K. Reis

/s/ Phyllis Smith Hix Phyllis Smith Hix

STATE OF MICHIGAN
COUNTY OF OAKLAND

STREAMWOOD ESTATES, a Michigan co-partnership

By: /s/ Donald G. VanEvery
Donald G. VanEvery, Partner

The foregoing Sixth Amendment to Master Deed of Streamwood Estates was acknowledged before me this <a href="https://linear.co.org/linear.co.or

SS.

/s/ Charlotte K. Reis
Charlotte K. Reis
Notary Public, Oakland County, Michigan
My commission expires: September 17, 1979

SIXTH AMENDMENT TO MASTER DEED DRAFTED BY:

Robert L. Nelson, of Dykema, Gossett, Spencer, Goodnow & Trigg 35th Floor, 400 Renaissance Center Detroit, Michigan 48243

WHEN RECORDED, RETURN TO DRAFTER.

NON-PROFIT

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, as follows:

ARTICLE I

The name of the corporation is STREAMWOOD COMMONS ASSOCIATION.

ARTICLE II

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

- (a) To manage and administer the affairs of and to maintain Streamwood Commons, a condominium, (hereinafter called the "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as Landlord or Tenant) any real and personal property, including, but not limited to, any apartment in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this Corporation as may hereafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 229 of Public Acts of 1963, as from time to time amended;
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

Location of the first registered office is: 30233 Southfield Road, Southfield, Michigan 48076.

Post office address of the first registered office is: 30233 Southfield Road, Southfield, Michigan

48076.

ARTICLE IV

The name of the first resident agent is: Donald G. Van Every.

ARTICLE V

Said corporation is organized upon a non-stock basis;

The amount of assets which said corporation possesses is:

Real Property:

None

Personal Property:

None

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

Assessment of Members

ARTICLE VI

The names and places of business of each of the incorporators are as follows:

Donald G. Van Every, 30233 Southfield Road, Southfield, Michigan 48076 William E. Allen, 30233 Southfield Road, Southfield, Michigan 48076 Morris H. Goodman, 2700 City National Bank Building, Detroit, Michigan 48226

ARTICLE VII

The names and addresses of the first Board of Directors are as follows:

Donald G. Van Every, 30233 Southfield Road, Southfield, Michigan 48076 William E. Allen, 30233 Southfield Road, Southfield, Michigan 48076 Morris H. Goodman, 2700 City National Bank Building, Detroit, Michigan 48226

ARTICLE VIII

The term of corporate existence is perpetual.

ARTICLE IX

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

- (a) Each co-owner (including the Developer) of an apartment in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to any non-co-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by acquisition of fee simple title to an apartment in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a deed or other instrument establishing a change of record title to such apartment and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new co-owner thereby becoming a member of the corporation, and the membership of the prior co-owner thereby being terminated.

(c)		ed or tr	insferred in a		oration cannot be assig as an appurtenance to	
(d)	Voting by membe corporation.	rs shall b	e in accordan	ce with the provis	ons of the Bylaws of	this
We,	the incorporators,	sign our	names this 8	h day of	March , 197_	<u>3</u> .
			<u>/s/</u>	Donald G. Van F	Every G. Van Every	
			<u>/s/</u>	William F. Allen William	m F. Allen	
			<u>/s/</u>	Morris H. Goodm Morris	an H. Goodman	Age of the second secon
STATE OF M)) SS.				
G. Van Every	, William E. Allen cecuted the foregoi	and Mor	ris H. Goodm	in to me known t	personally appeared Do o be the persons descr executed the same as	ribed
			Ch No		and County, Michi es: October 18, 1973	

REPLAT NO. 5 OF OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178 EXHIBIT B TO THE AMENDED MASTER DEED OF STREAMWOOD ESTATES, A CONDOMINIUM AVON TOWNSHIP. MICHIGAN

DEVELOPER:

STREAMWOOD ESTATES, A MICHIGAN CO-PARTNERSHIP 30233 SOUTHFIFLD RD SOUTHFIELD, MICHIGAN

SURVEYOR:

PATE HIRN B BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE S.E. I/4 OF SECTION 20 AND PART OF THE S.W. I/4 OF SECTION 21, T.3N, RUE., AVON TOWNSHIP, CAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT N 1º34'36" W 60.02 FT TO A POINT ON THE NORTHERLY 60 FT. RIGHT-OF-WAY LINE OF HAMLIN ROAD, THENCE N 89° 57'21"W 18.29 FT. ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF HAMLIN ROAD FROM THE S.E. CORNER OF SAID SECTION 20. PROCEEDING THENCE N89°57'21"W 313.75 FT., THENCE N 3°44'43"W 754.81 FT., THENCE N 86°15'17"E 79.90 FT. TO THE APPROX MATE CENTERLINE OF THE CLINTON RIVER THENCE ALONG THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER S 68°44'58"E 96.57 FT.; THENCE N 72°04'48"E 190.89 FT., THENCE N 49°52'15"E 175.74 FT.; THENCE NII°02'07"E 245.54 FT , THENCE N 27°17'58"E 104.66 FT, THENCE N 50°22'09"E 377.84 FT, THENCE N 62°42'02"E 104.66 FT, THENCE S 65° 40' 28°E 80.11 FT.; THENCE S 17° 09' 09"E 169. 54 FT.; THENCE DUE EAST 110.02 FT.; THENCE LEAVING THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER \$ 27°20'21"E, 391,25 FT, TO A POINT ON A CURVE, THENCE ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 730 FT., ARC 289, 53 FT, CENTRAL ANGLE 22*43' 28°, CHORD BEARING AND DISTANCE \$73°11' 22"W 287. 63 5T., THENCE \$84°33' 06"W 325.00 FT TO A POINT OF CURVATURE, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS 480.00 FT., ARC 789.59 FT., CENTRAL ANGLE 94°15' 00", CHORD BEARING AND DISTANCE \$37°25' 36"W, 703.53 FT., THENCE \$9°41'54"E 70.00 FT TO A POINT OF CURVATURE, THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 500,00 FT, ARC 109-59 FT, CENTRAL ANGLE 12"33 28" CHORD BEARING AND DISTANCE S 3"25"10"E 109.37 FT., THENCE S 2"51"34"W 125.36 FT. TO THE POINT OF BEGINNING SAID PARCEL CONTAINING 15.344 ACRES.

A PARCEL OF LAND BEING PART OF THE S.W.I/4 OF SECTION 21,T3N,RIIE., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING ATA POINT DISTANT NIº34'36"W 60.02 FT. TO A POINT ON THE NORTHERLY 60 FT RIGHT-OF-WAY LINE OF HAMLIN ROAD, THENCE N 86"48"O6"E 81.71 FT. ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF HAMLIN ROAD FROM THE SW CORNER OF SAID SECTION 21; PROCEEDING THENCE N 9-41'51"W 313.42 FT TO A POINT OF CURVATURE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FT., ARC 690.89 FT. CENTRAL ANGLE 94°15'00". CHORD BEARING AND DISTANCE N 37°25'36"E 615.59 FT. THENCE N 84°33'06"E 325.00 FT. TO A POINT OF CURVATURE, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 790 FT., ARC 161 43 FT., CENTRAL ANGLE 11º 42'30". CHORD BEARING AND DISTANCE N 78° 41' 41"E 161.15 FT.; THENCE S11° 42' 31"E 143.57 FT. THENCE N 78° 17' 23"E 99 92 FT.; THENCE SIT*42"31"E 366.06 FT. TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE GRAND TRUNK RAILROAD TOO FT. WIDE; THENCE ALONG THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 5501.18 FT., ARC 194.06 FT., CENTRAL ANGLE 2°01'16", CHORD BEARING AND DISTANCE S 56°05'07"W 194.05 FT., THENCE S 57°03'09"W 106.33 FT., THENCE LEAVING THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE \$860 48'09" W 584.92 FT, THENCE \$3011'51"E 173 00 FT, THENCE \$ 66°48'06" W 179 BI FT. TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 13.717 ACRES.

SURVEYOR'S CERTIFICATE

I, JOHN F. DE BUSSCHER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS DAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN № 178 . AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE

I, FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH, IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (.) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.

DATE 2-1-79



John F Ex Buscher JOHN F DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO 10684 17000 TWELVE MILE RD SOUTHFIELD, MICHIGAN

SHEET INDEX

* I. COVER SHEET

* 2. TOTAL PROJECT PLAN

3. SURVEY PLAN

3A SURVEY PLAN

* 3B SURVEY PLAN 3C SURVEY PLAN

3D SURVEY PLAN

* 3E SURVEY PLAN

* 3F SURVEY PLAN

4. UTILITY PLAN

4A UTILITY PLAN

48 UTILITY PLAN

4C UTILITY PLAN

4.D UTILITY PLAN

4E UTILITY PLAN

* 4F UTILITY PLAN

* 5. SITE PLAN

5A SITE PLAN * 5B SITE PLAN

5C SITE PLAN

5D SITE PLAN

* 5E SITE PLAN

5F SITE PLAN

TOWNHOUSE FLOOR PLAN TYPICAL UNIT A. AA REVERSE

TOWNHOUSE FLOOR PLAN TYPICAL UNIT B, BB REVERSE

TOWNHOUSE FLOOR PLAN TYPICAL UNIT C.CC REVERSE

CROSS SECTIONS & LONGITUDINAL SECTIONS TOWNHOUSE TYPICAL

UNITS A, B & C & AA, BB & CC REVERSE

CROSS SECTIONS, TOWNHOUSE TYPICAL UNITS B & C. BB & CC REVERSE

PERIMETER PLAN BLDGS 1, 2,5,6,7,8,9,12,13,14,15,16,18,19,20,22

23, 24, 25, 31, 33, 42, 8 43

TRIPLEX FLOOR PLAN TYPICAL UNIT X.XX REVERSE

TRIPLEX FLOOR PLAN TYPICAL UNIT Y, YY REVERSE

TRIPLEX FLOOR PLAN TYPICAL UNIT Z, ZZ REVERSE CROSS SECTION & LONGITUDINAL SECTION, TRIPLEX TYPICAL

UNITS X,Y, & Z & XX,YY & ZZ REVERSE

16 CROSS SECTION, TRIPLEX TYPICAL UNITS X &Z, XX &Z Z REVERSE

17. PERIMETER PLAN BLDGS. 3,4,10,17,21,26,27,28,29,30,32,41,44,8 45

IB. FIRST FLOOR PLAN BLDGS 36,37 B 38 19 SECOND FLOOR PLAN BLDGS 36,37 8 38

20 FIRST FLOOR PLAN BLDGS 39 & 40

21 SECOND FLOOR PLAN BLOGS 39 8 40

22. FIRST & SECOND FLOOR PLAN BLDG II

23 CROSS SECTION & LONGITUDINAL SECTION BLDGS II, 36, 37, 38, 39 & 40

* 24. PERIMETER PLANS BLDGS. 46,47,48,61,62,63,64,65 & 66

> 25. FLOOR PLANS TYPICAL UNIT D

→ 26. FLOOR PLANS TYPICAL UNIT E

* 27 FLOOR PLANS TYPICAL UNIT F

. 28 FLOOR PLANS TYPICAL UNIT G * 29. CROSS SECTION, TYPICAL UNITS D&E

30. CROSS SECTION, TYPICAL UNITS F & G

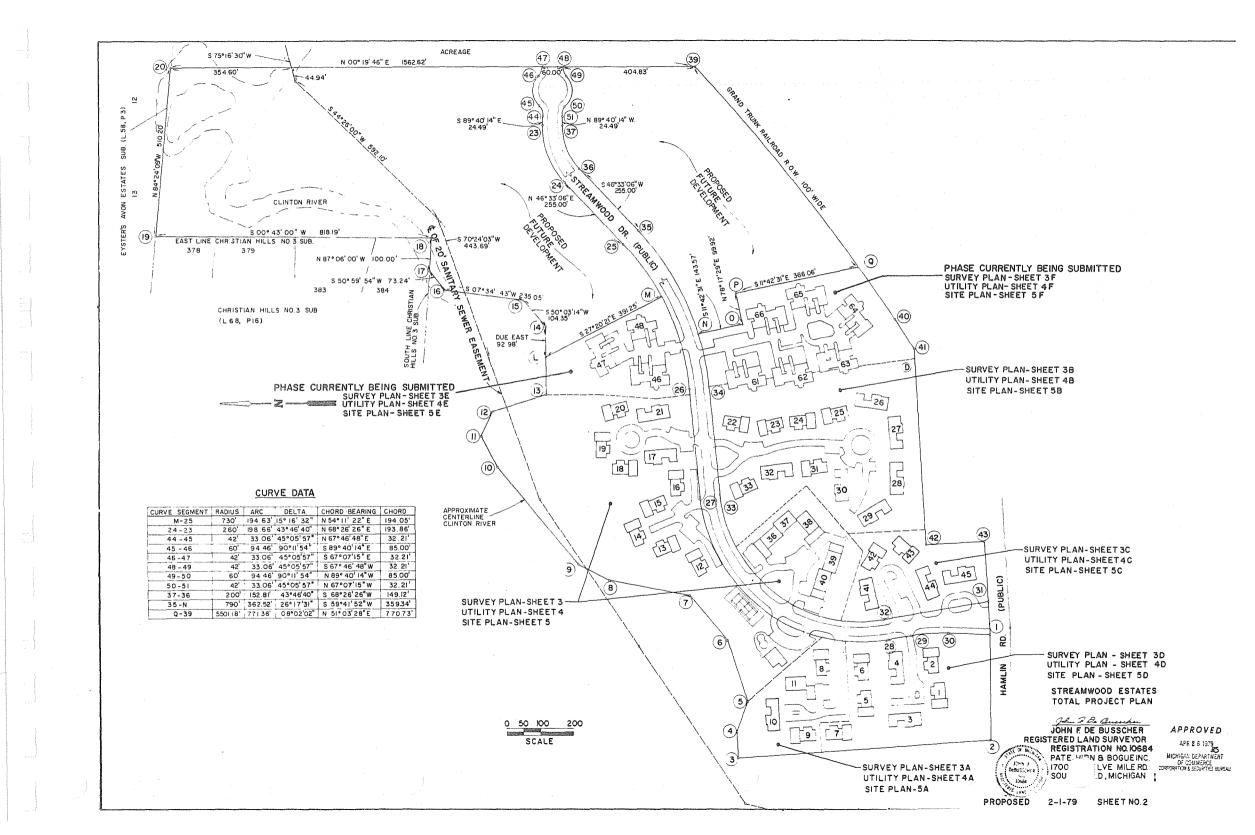
31. FLOOD PLAIN PLAN

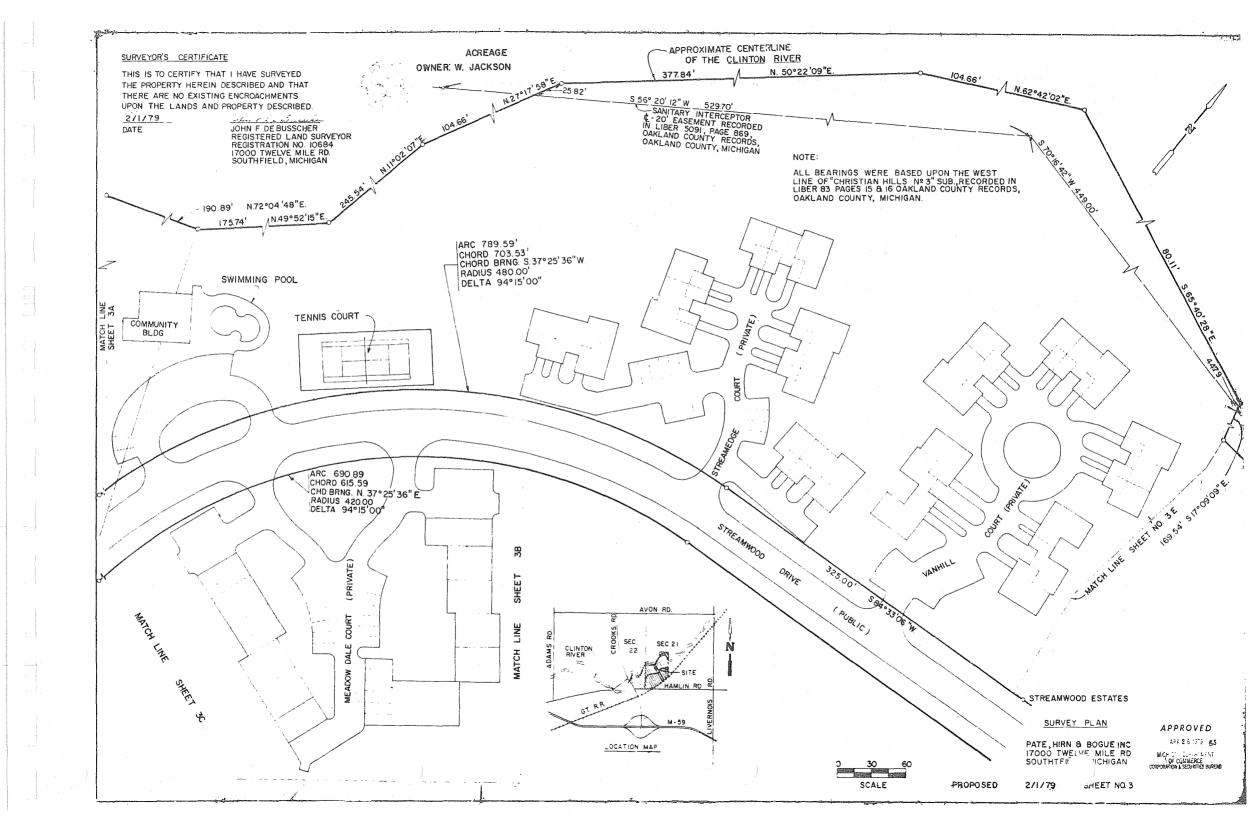
STREAMWOOD ESTATES IS A MULTI-PHASE CONDOMINIUM PROJECT THE ASTERISK (*) INDICATES AMENDED OR NEW SHEETS WHICH ARE REVISED DATED 2-1-79 THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED APPROVED

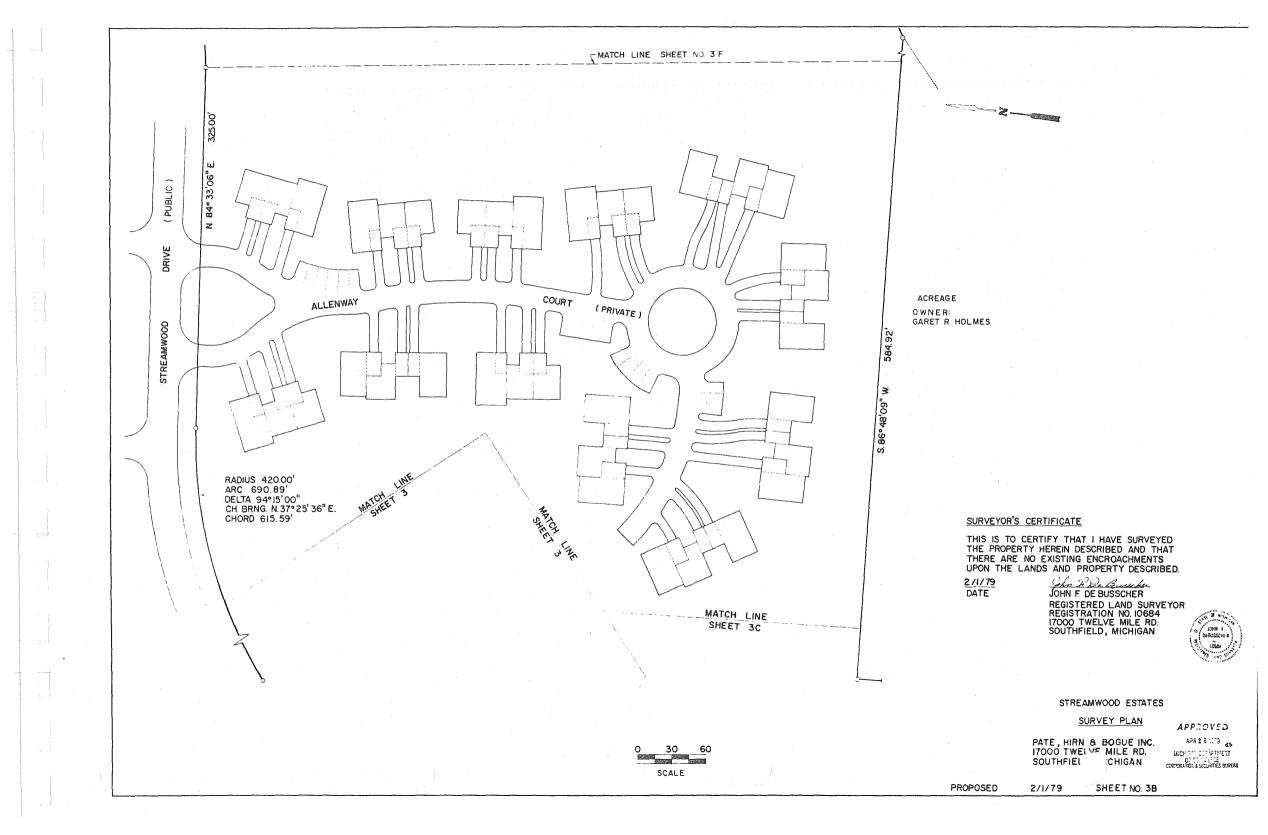
APR 2 6 1979 Rx MICHIGAN DEPARTMENT OF COMMERCE CORPORATION & SECURITES BUSING

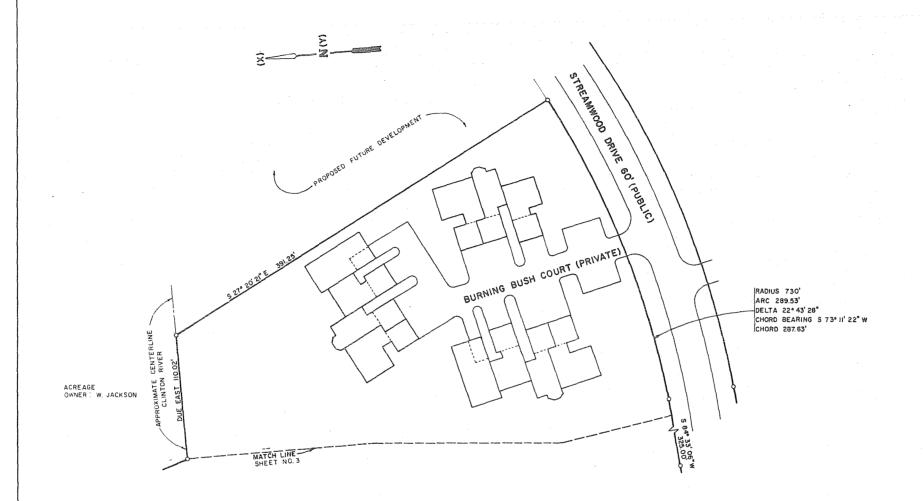
PROPOSED 2/1/79

SHEET NO









SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.

STREAMWOOD ESTATES
SURVEY PLAN



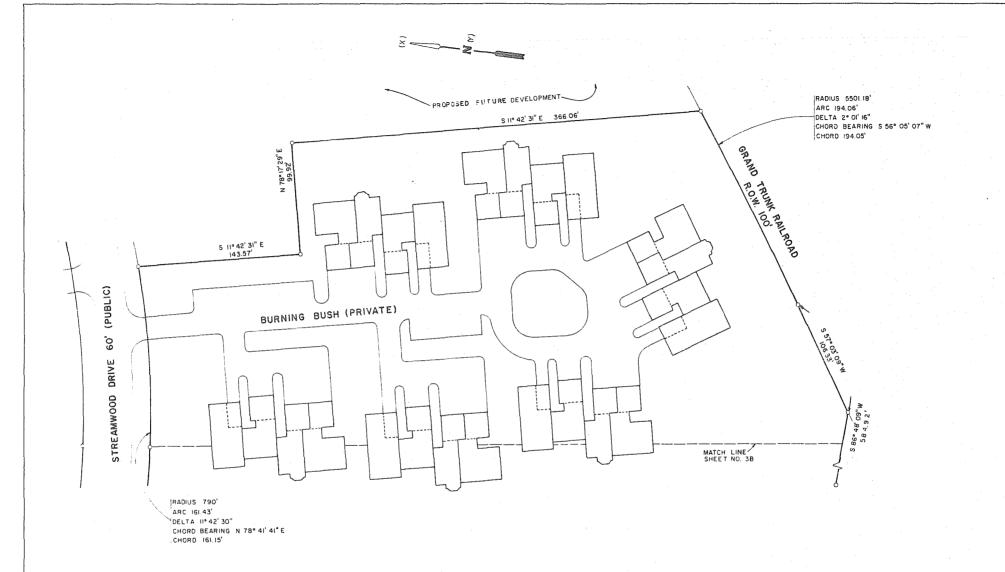


JOHN F DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIELD, MIC'

APPROVED

APR 2 6 1879 BS

MICHIGAN DEPARTMENT
OF COMMERCE
COSPONATION & SECURITIES BUREAU



SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.

STREAMWOOD ESTATES
SURVEY PLAN



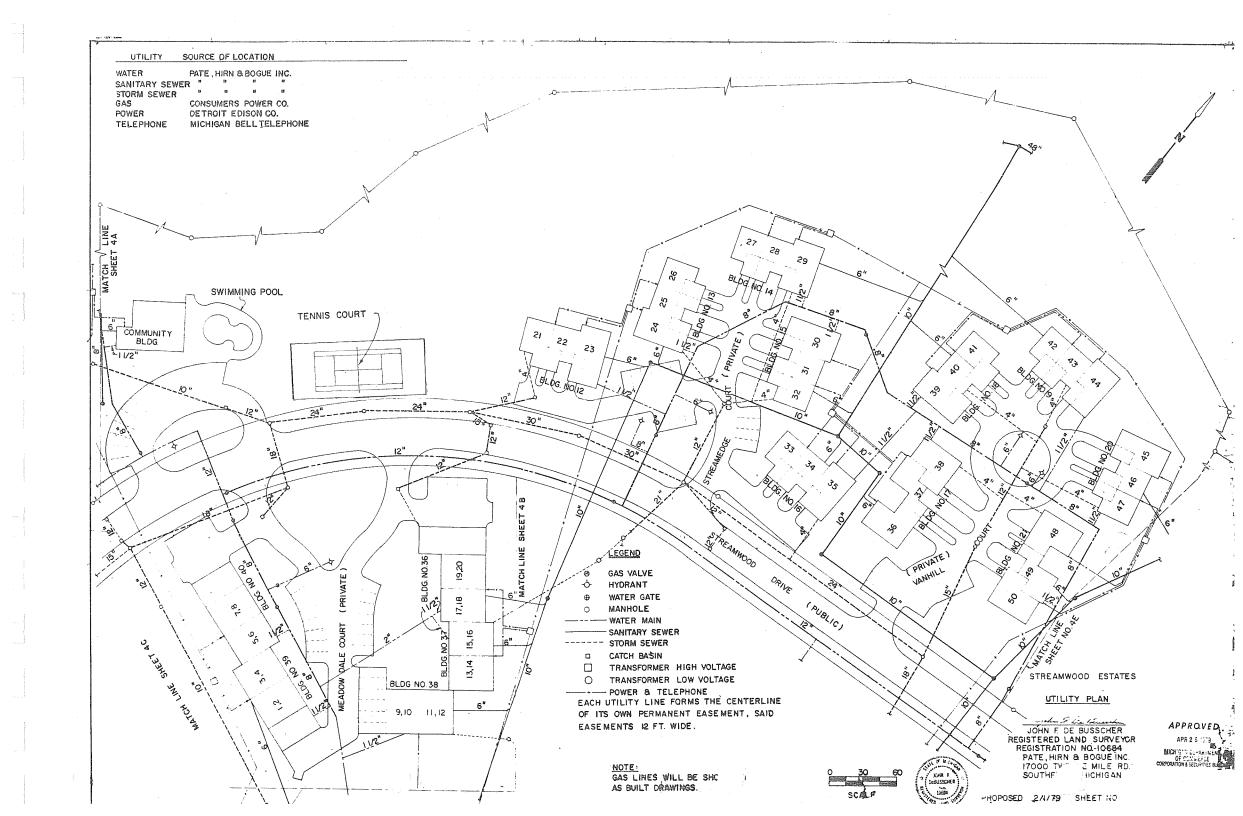


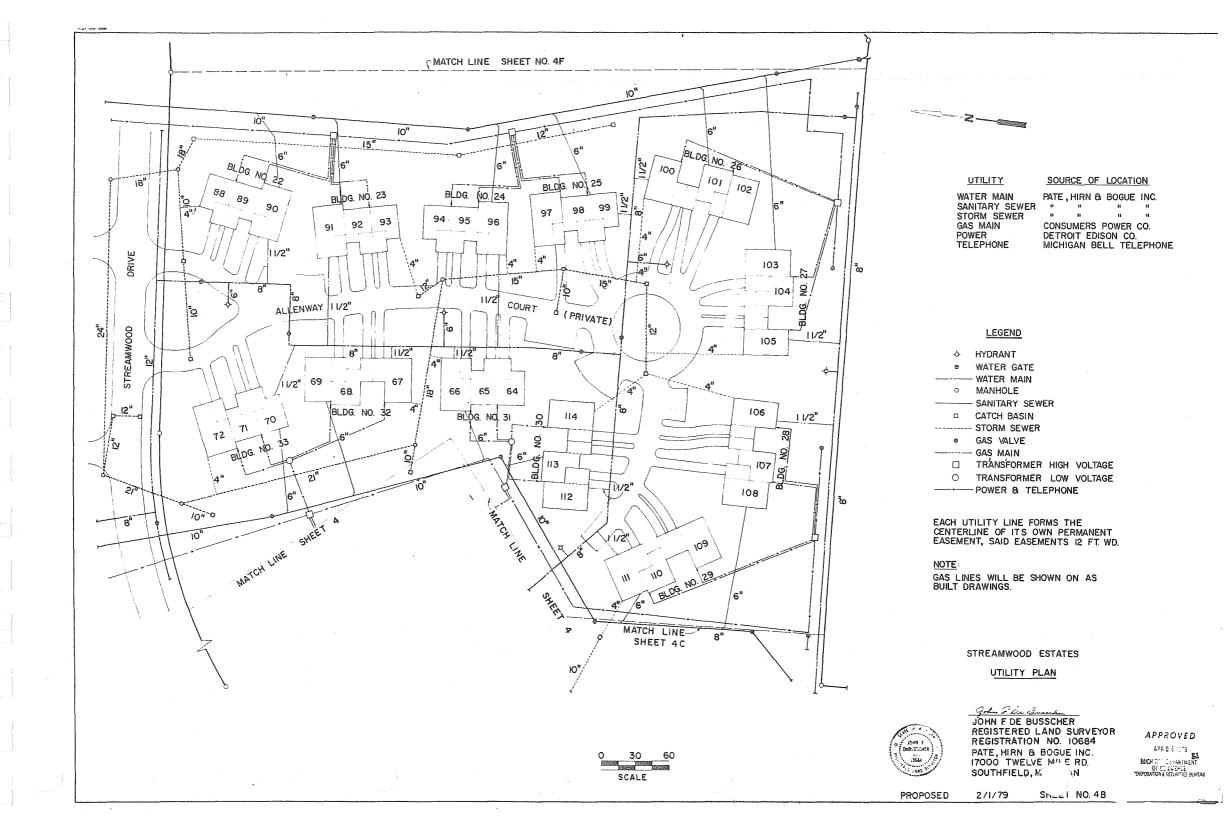
JOHN F DE BUSSCHER
REGISTERED LAND SURVEYOR
REGISTRATION NO 10884
PATE, HIRN & FINC.
17000 TWELVE RD.
SOUTHFIELD, NO AN

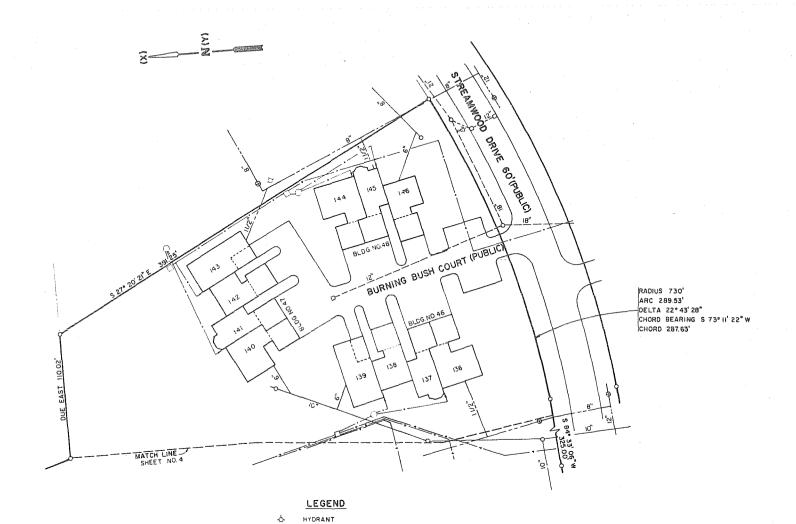
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BICHISH DEPARTMENT
OF COMMERCE
CORPORTION & SECURITIES BURIAN







UTILITY

SOURCE OF LOCATION

WATER WAIN
REWER YEAT MAR
REWER WROTS
RIWAY RACT POWER TELEPHONE

PATE, HIRN & BOGUE INC.

CONSUMERS POWER CO. DETROIT ELISUN CO. MICHIGAN BELL TELEPHONE CO.

WATER MAIN MANHOLE SANITARY SEWER CATCH BASIN --- STORM SEWER GAS VALVE ---- GAS MAIN PEDESTAL O SECONDARY PEDESTAL

WATER GATE

-+--- POWER & TELEPHONE

EACH UT I TO FORMS THE CENTERLINE OF TS OWN PERMANENT EASEMENT, SANITARY SEMER, STORM SEMER & WATER MAIN 20' EASEMENT POWER, TELEPHONE & GAS MAIN & EASEMENT.

GAS MAINS AND 4" STORM SEWER LEADS WILL BE SHOWN ON AS BUILT DRAWINGS

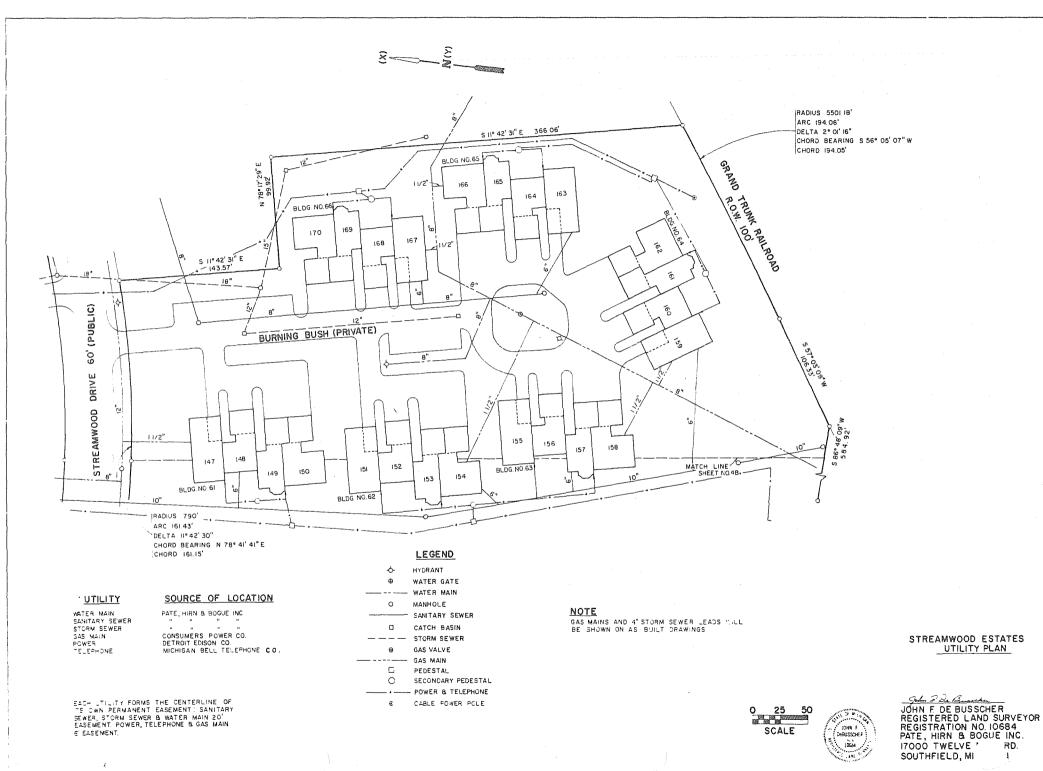
STREAMWOOD ESTATES UTILITY PLAN





JOHN F DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684
PATE, HIRN & BOGUE INC.
17000 TWELVE P" RD. SOUTHFIELD, M'

APPROVED 428 2 6 1173 **83** UNCERTO CLEARTMENT OF CLEARTMENT CORPORATION AS CONTROL BUREAU

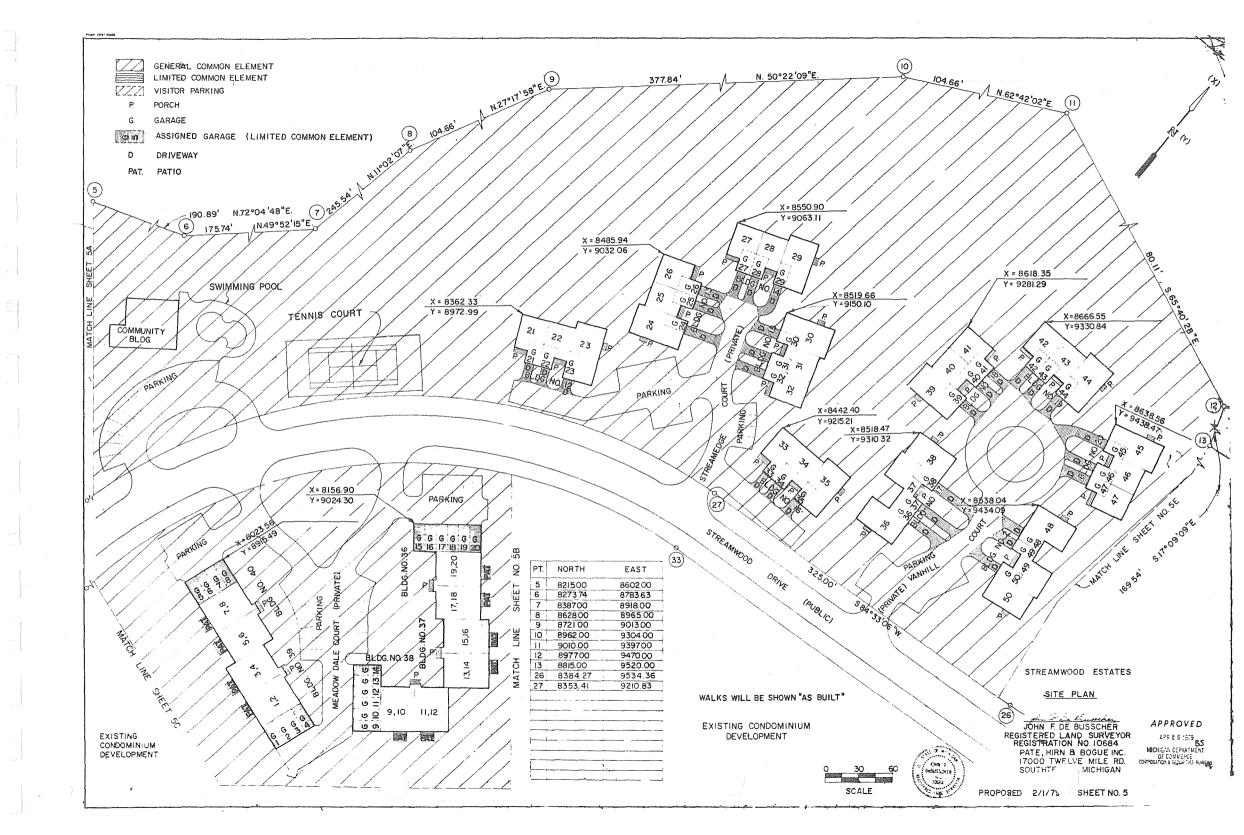


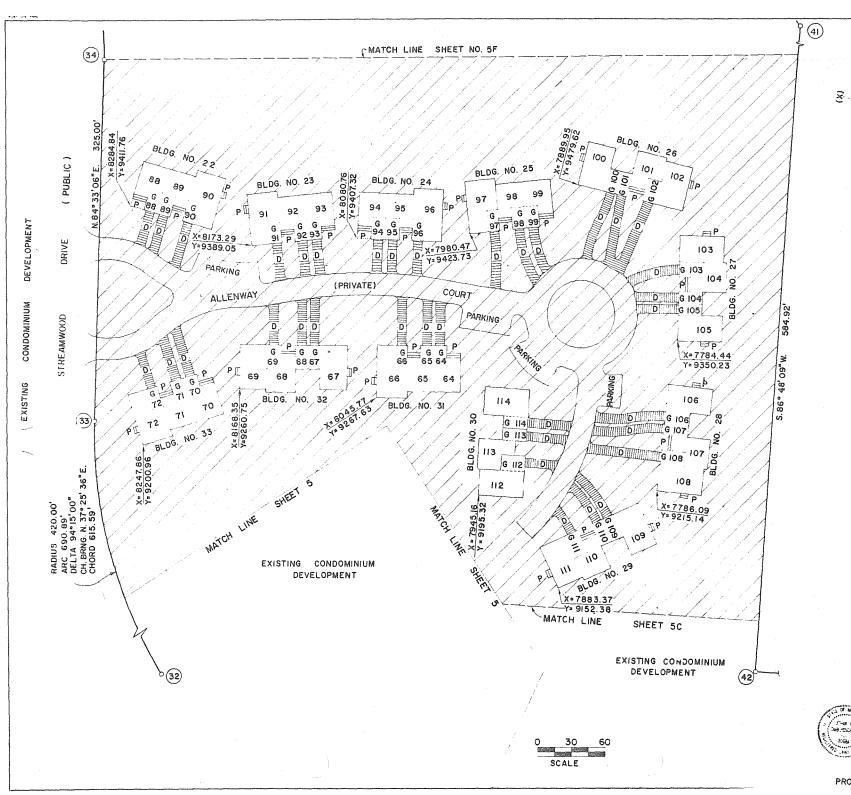
PROPOSED

2-1-79

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APPROVED كوم 1979 6 2 APR 2 و APR MICHIGAN DEPARTMENT
OF COMMERCE
CORPORATION & SECURITIES BUREAU







	PT.	NORTH	EAST
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	34	8324.54	9540.06
- [-	41	7711.27	9649.09



GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

VISITOR PARKING

PORCH

GARAGE

DRIVEWAY

WALKS WILL BE SHOWN "AS BUILT"

STREAMWOOD ESTATES

SITE PLAN



JOHN F. DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 PATE, HIRN & BOGUE INC SOUTHFIELD , GAN

APPROVED APR 2 6 1379

MICHIGAN, DEPARTMENT

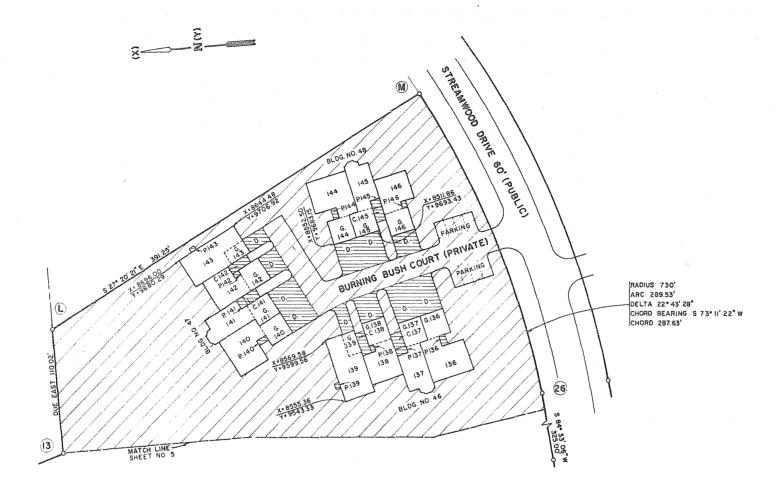
OF COMMERCE

CORPORATION & SECURITIES BUREAU

PROPOSED

2/1/79

SHEET NO SE



NORTH	EAST
8815.00	9520.00
8815 00	9630.02
846745	9809.70
8384.27	9534.36
	8815.00 8815.00 8467.45

WALKS WILL BE SHOWN "AS BUILT"

LEGEND



GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

PORCH

COURT YARD

DRIVE WAY

GARAGE

STREAMWOOD ESTATES
SITE PLAN



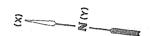


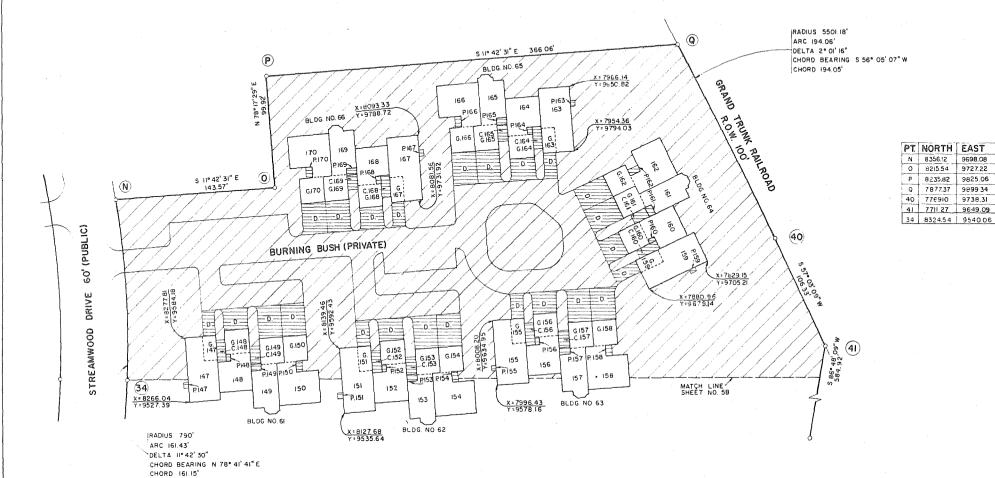
JOHN F DE BUSSCHER
REGISTERED LAND SURVEYOR
REGISTRATION NO. 10684
PATE, HIRN & BOGUE INC.
17000 TWELVE 3D.
SOUTHFIELD, MI

APPROVED

APR 2.6 1019 SS

MICH CO. LO-ANEMENT OF DOUBLESE CORPORATIONS SECURITIES BUREAU





WALKS WILL BE SHOWN "AS BUILT"

LEGEND



GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

- PORCH
- COURT YARD
- DRIVEWAY
- GARAGE

STREAMWOOD ESTATES SITE PLAN





JOHN F DE BUSSCHER
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PATE, HIRN & BOGILE INC.
17000 TWELVE RD.
SOUTHFIELD, MILL N

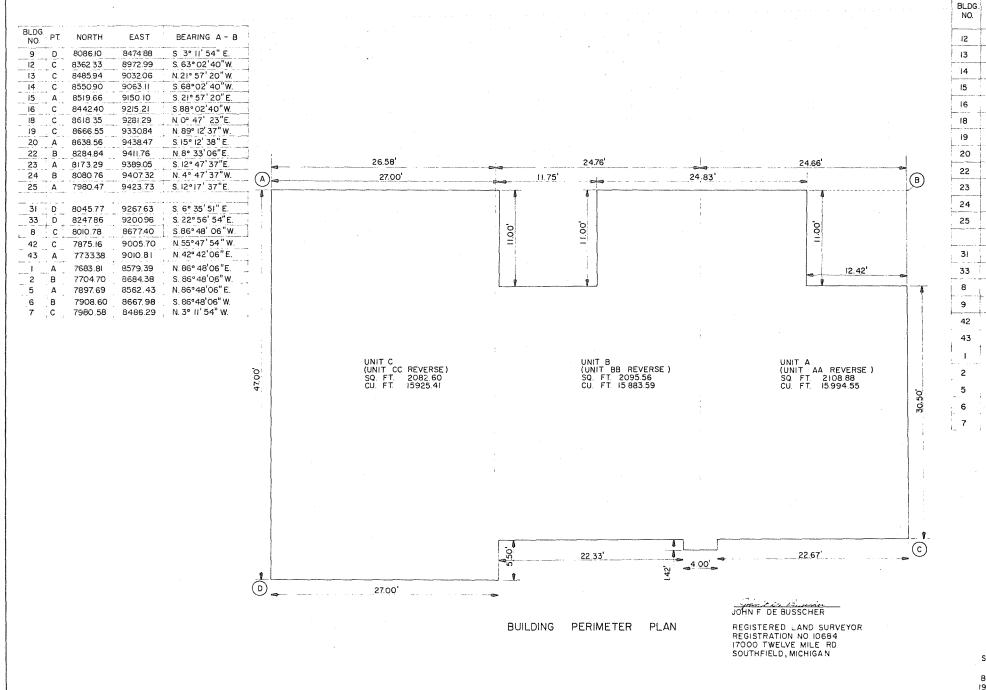
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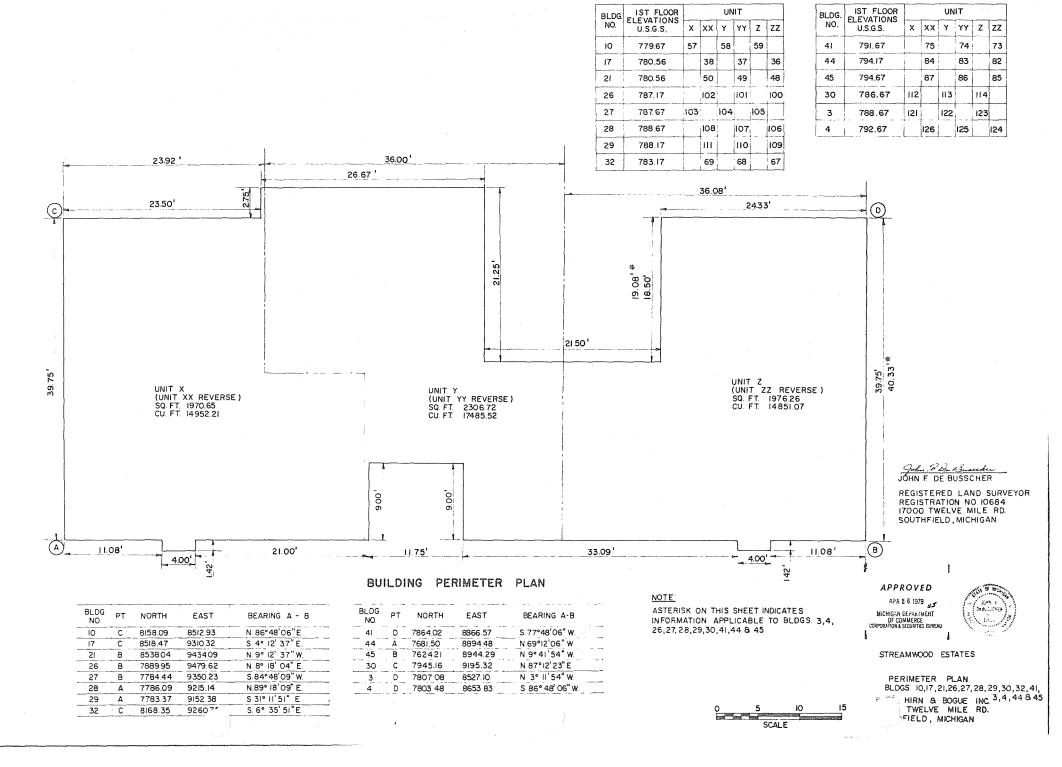
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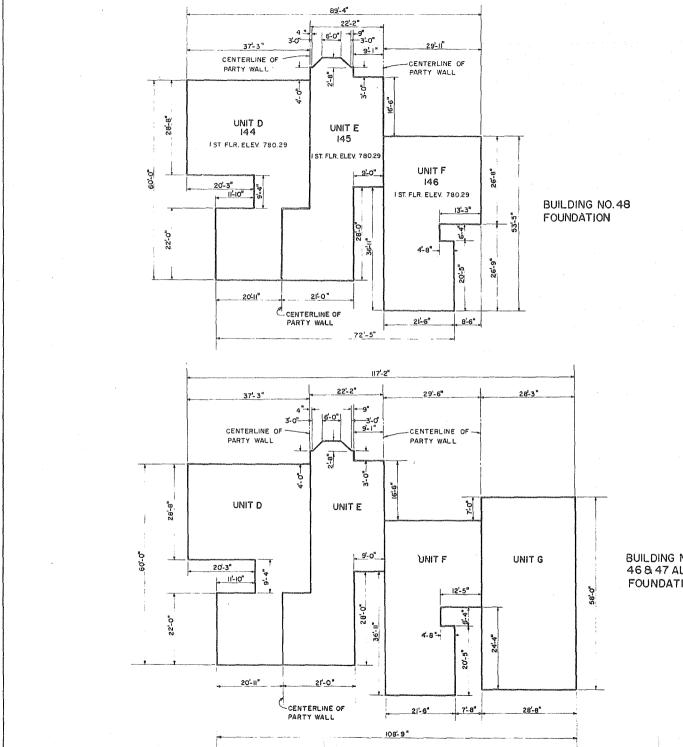
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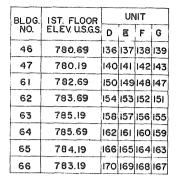
STREAMWOOD ESTATES PERIMETER PLAN BLDGS:8,9,12,13,14,15,16,18,1,2,5,6,7, 19,20,22,23,24,25, 31,33,42,8,43

HIRN & BOGUE INC. TWELVE MILE RD.

SCALE







BUILDING NO.'S 46 & 47 ALSO 6I, 62, 63, 64, 65 & 66 FOUNDATIONS

STREAMWOOD ESTATES
PERIMETER PLANS





JOHN F DE BUSSCHER
REGISTERED LAND SURVEYOR
REGISTRATION NO. 10684
PATE, HIRN & BOGUE INC.
17000 TWELVE M' = RD.
SOUTHFIELD, MK

APPROVED

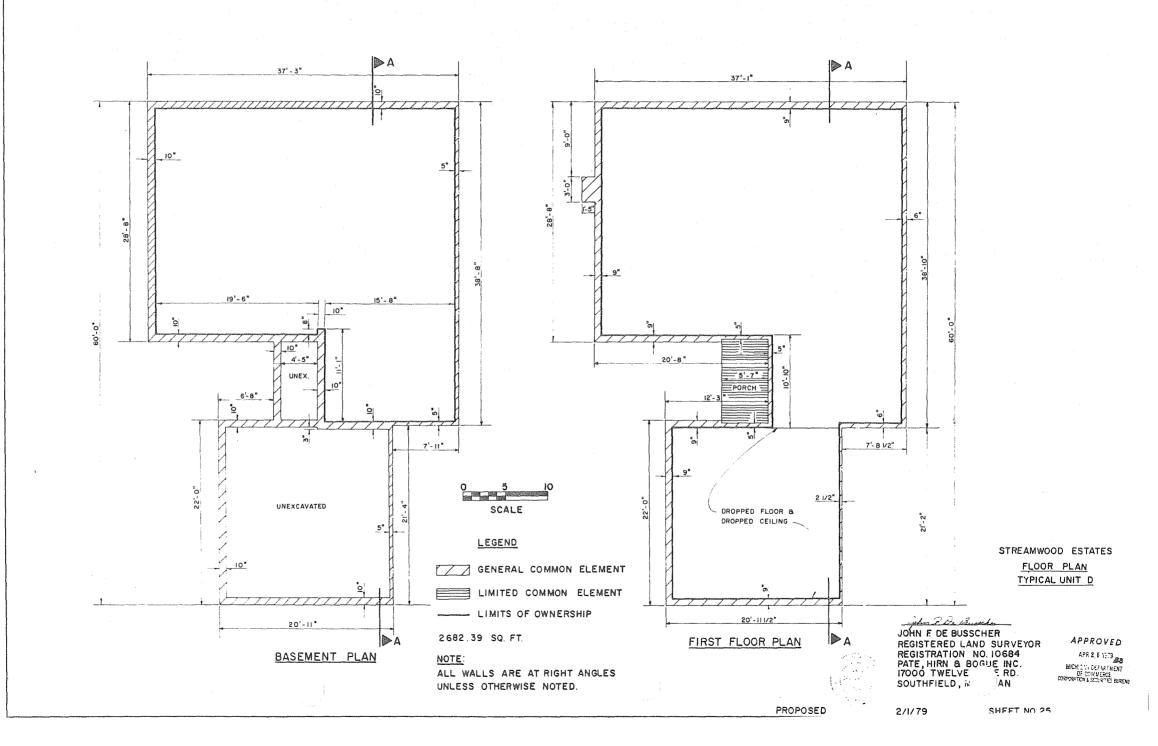
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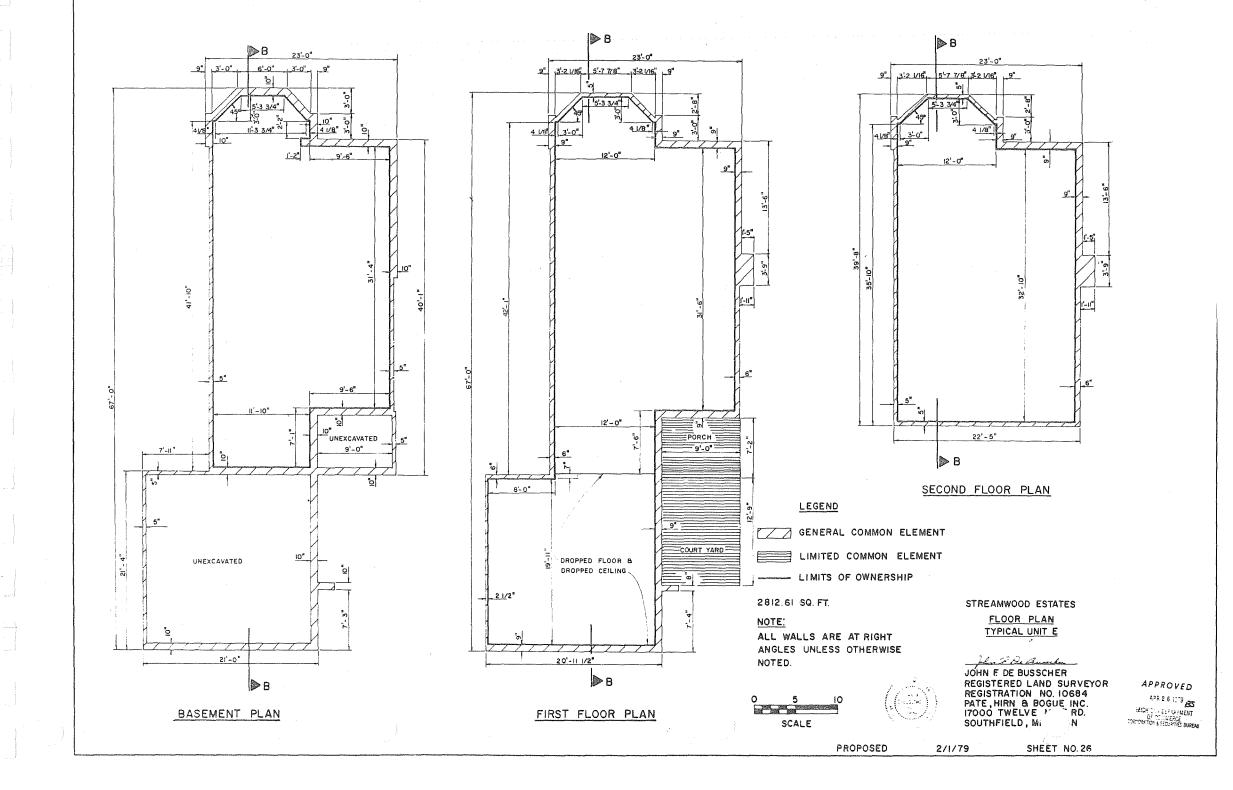
MICHIGAN DEPAK IMENT
OF COMMERCE
CORPORATION & SECURITIES BUREAU

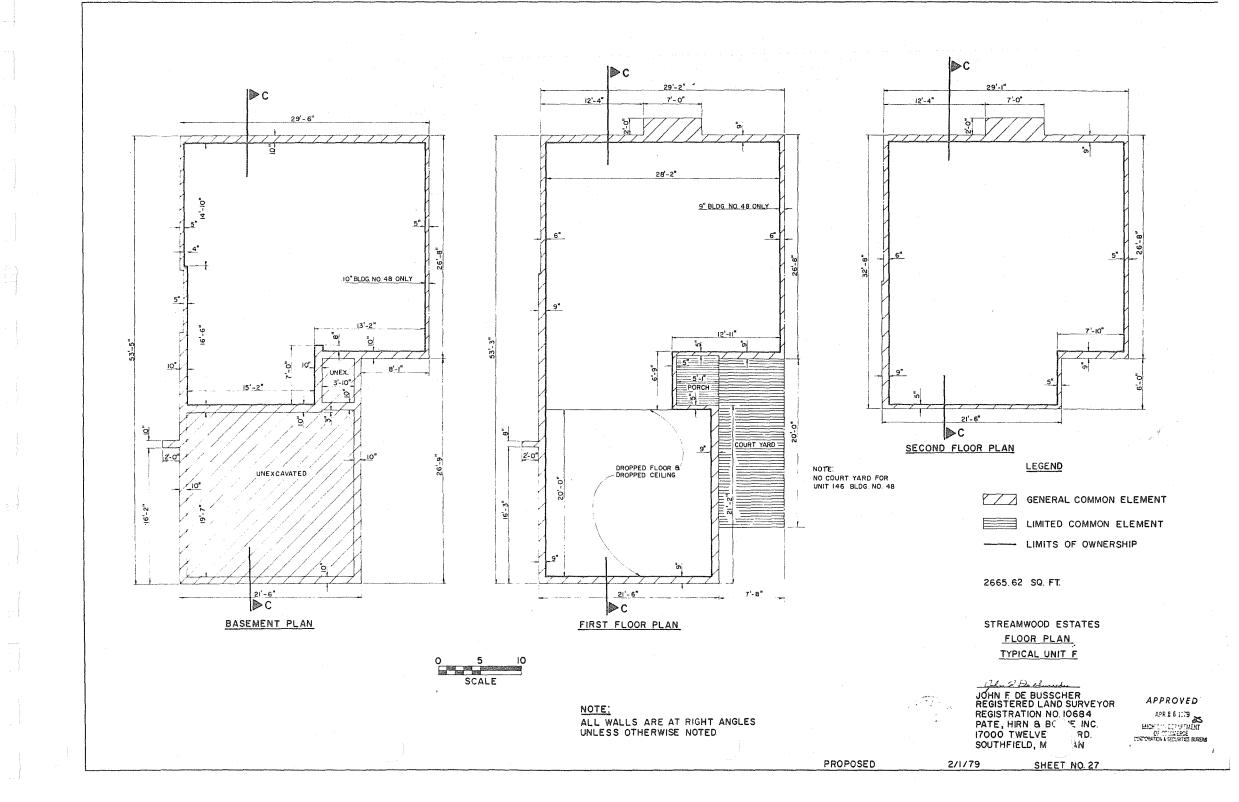
PROPOSED

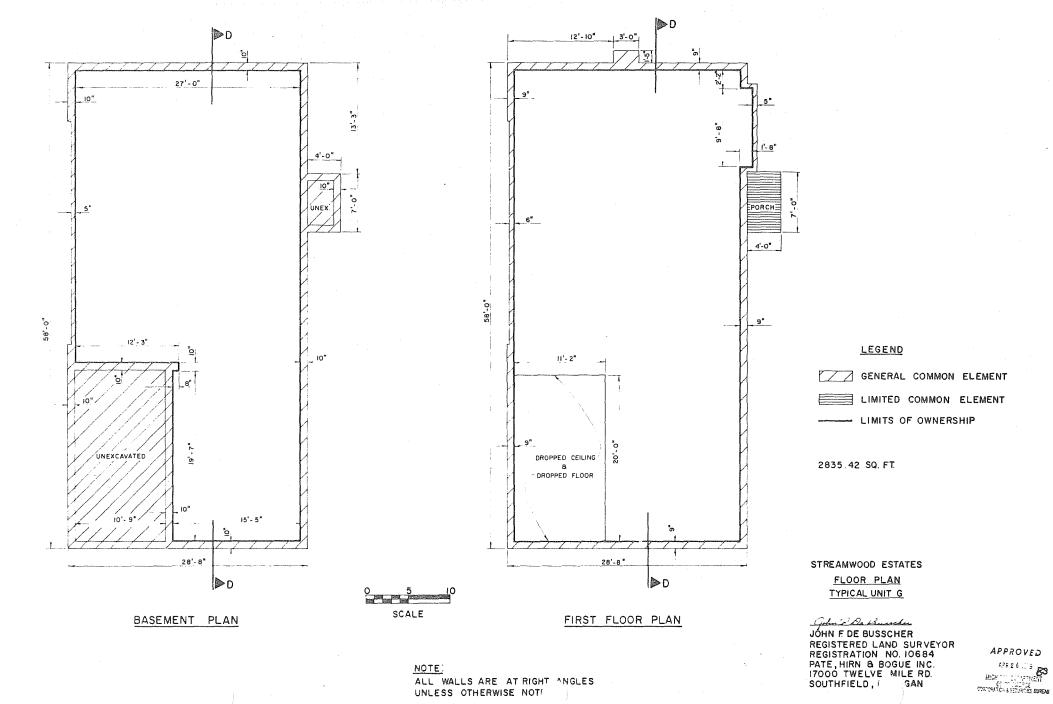
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SHEE NO. 24



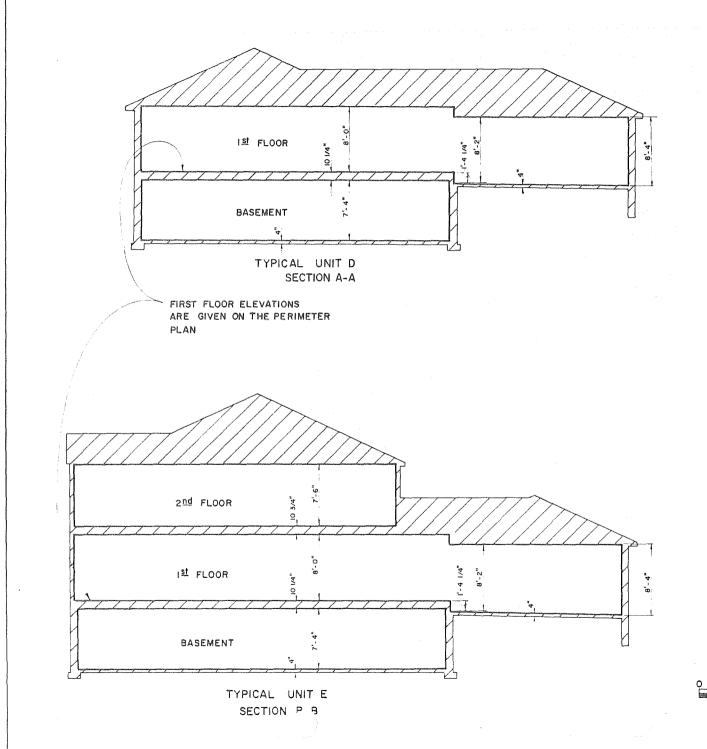






PROPOSED

2/1/79 SHEET NO. 28



LEGEND

GENERAL COMMON ELEMENT

- LIMITS OF OWNERSHIP

STREAMWOOD ESTATES

SECTION PLANS

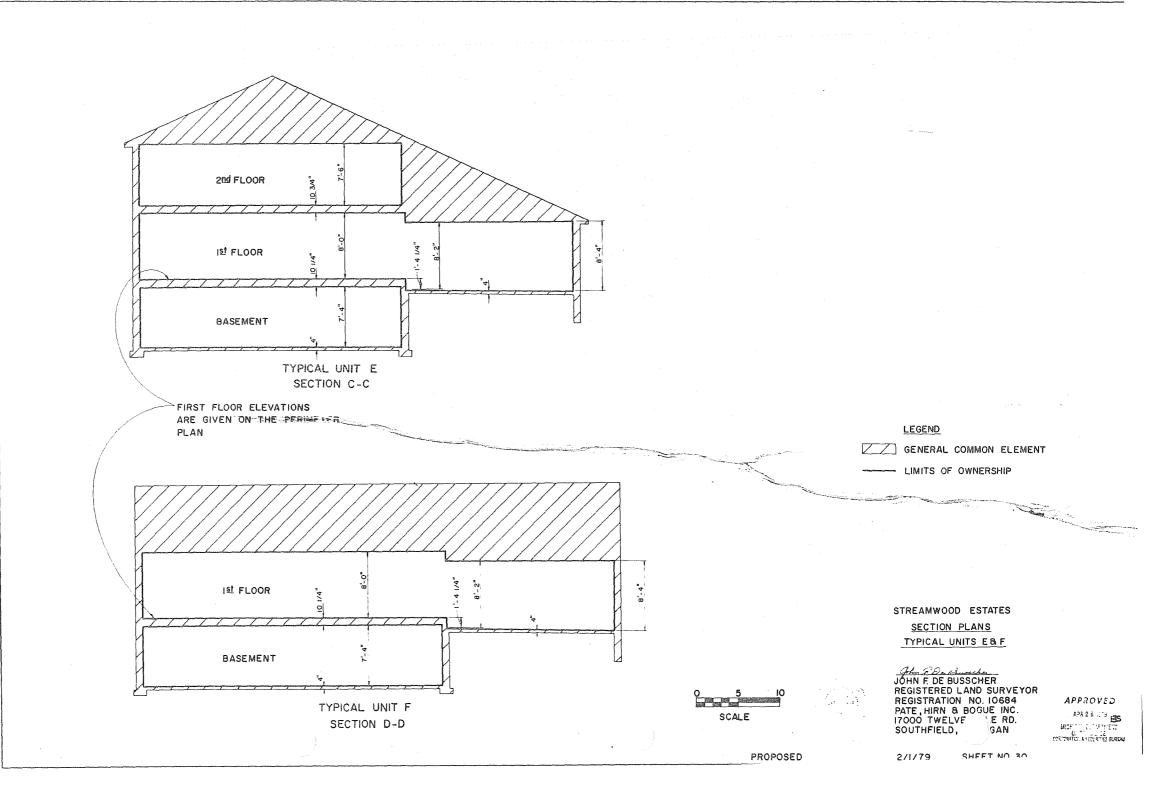
TYPICAL UNITS D & E

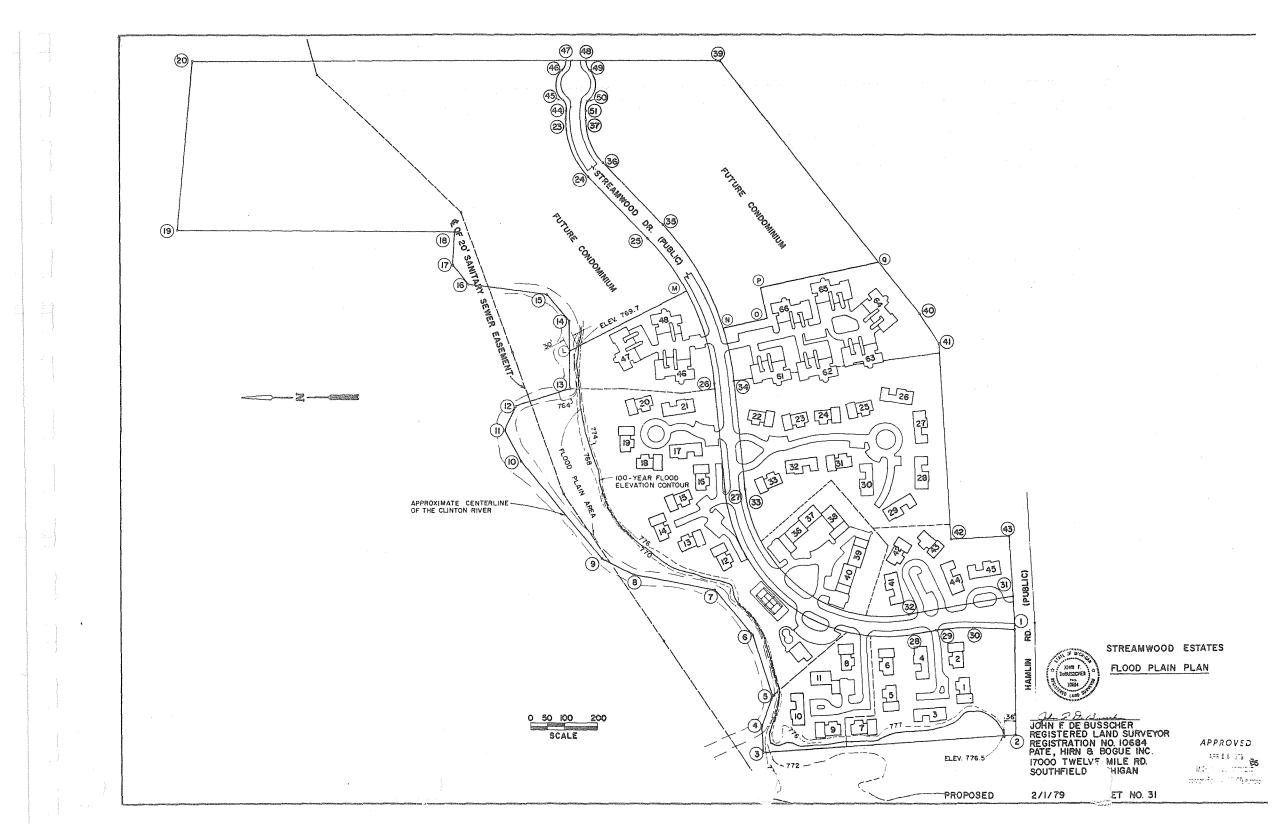
JOHN F DE BUSSCHER
REGISTERED LAND SURVEYOR
REGISTRATION NO. 10684
PATE, HIRN & BOGUE INC.
17000 TWELV E RD.
SOUTHFIELD "GAN

APPROVED

APPROV

SCALE





Corporation & Securities Bureau 65/10 Aercantile Way Michigan 48009 Inc., dion (517) 374-9417
P.O. Dox 30054
Corporation Division
Corporation Information (517) 373-0493
Record Information (517) 373-0496
Annual Report (517) 373-0489

Certification & Copies

(517) 373-2901

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

WILLIAM F. McLAUGIILIII. Director

P.O. Box 30222
Enforcement Division
(517) 374-9426
Examination Division
(517) 373-0435
Franchize & Agont Licensing
(517) 374-9444
Condominiums
(517) 373-8026
Mobile Homes
(517) 374-9386

ORDER CONDITIONAL PERMIT TO SELL

In re: Application of Streamwood Estates, a Michigan co-partnership, 30233 Southfield Road, Southfield, Michigan 48076, Developer, for a Conditional Permit To Sell for STREAMWOOD ESTATES - SEVENTH AMENDMENT, Hamlin & Crooks Road, Avon Township, Oakland County, Michigan. (Our File #72-294.)

1. Application having been duly made and examined, and

A Certificate of Approval of Amended Master Deed, having been entered on February 20, 1980, and recorded on February 21, 1980, in Liber 7735, page 138; and in the Amended Master Deed, recorded on February 21, 1980, in Liber 7735, pages 141 through 170, in the Oakland County Register of Deeds.

- 3. Therefore, a Conditional Permit To Sell units is hereby granted to the developer pursuant to 1978 P.A. 59, subject to the following conditions:
 - a) That each purchaser of a unit be given a copy of the recorded Master Deed reduced to 8 1/2 x 14 inches, including the bylaws and plans which are a part thereof, the association articles and bylaws, a disclosure statement, and any additional exhibit required by the administrator in writing, at least ten (10) days before a unit is conveyed or ten (10) days before a purchase agreement or a reservation and subscription agreement becomes a binding agreement unless the time limit is waived as may be permitted by Section 89 of the Act.
 - b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of units within 5 days after use.

c) That no unit be conveyed until an occupancy permit has been received.

- d) That until conveyance of title, or at such other time designated by the Bureau, all deposits shall be placed and remain in escrow account.
- e) That "as-built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
- f). That notice of a change in mortgagee be submitted to the Corporation & Securities Bureau.
- g) That notice of a successor developer or a successor mortgagee which acquires title to the project, or a portion of the project, be submitted to the Bureau.
- h) That the disclosure statement shall not be used unless it meets the requirements set forth in the Act and the Bureau's rules. A disclosure statement shall be amended prior to further use if there is a material change in the information contained therein. Any amendments to, or changes in, a disclosure statement shall be submitted to the Bureau for review prior to use.
- i) That the developer or its successor file or cause to be filed with the Bureau a report of sales. The first report shall be for the period ending March 31, 1980 and further reports will be filed every three (3) months thereafter until the last unit has been sold. An affidavit shall be filed indicating the date upon which the last unit in the project is sold. Except for any extensions by the Bureau, all reports are due within thirty (30) days of the report date.

At all times during the effectiveness of this permit, the developer shall keep or cause to be kept current the information contained in this filing.

RDER NOTITIONAL PERMIT TO SELL age Two

i) That this permit is valid for the sale of units numbered $171 \, through \, 203$, as designated in the recorded Master Deed.

MICHIGAN DEPARTMENT OF COMMERCE William F. McLaughlin, Director

Dag.

Carl Tyson, Acting Director Corporation & Securities Bureau

ted: February 21, 1980 using, Michigan

Corporation & Securities Bureau 6546 Mercantille Way Lansing, Michigan 48909 Information (517) 374-9417 P.O. Box 30054 Corporation Division Corporation Information (517) 373-0493 Record Information (517) 373-0488 Annual Report (517) 373-0488 Contilication & Copies (517) 373-2901

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

WILLIAM F. McLAUGHLIN, Director

ORDER

P.O. Box 30222
Enforcement Division
(517) 374-9428
Examination Division
(517) 373-0485
Franchisa & Agent Licensing
(517) 374-9444
Condominiums
(517) 373-8028
Mobile Homes
(517) 374-9588

RECORDED IN LIBER 7735, PAGE 138, OAKLAND COUNTY RECORDS ON FEBRUARY 21, 1980

CERTIFICATE OF APPROVAL OF MASTER DEED

re: Application of Streamwood Estates, a Michigan co-partnership, 30233 Southfield Road, Southfield, Michigan 48076, Developer; for a Certificate of Approval of Master Deed in the proposed STREAMWOOD ESTATES - SEVENTH AMENDMENT, Hamlin & Crooks Road, Avon Township, Oakland County, Michigan. (Our File #72-294.)

- Application having been duly made and examined,
- A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to 1978 P.A. 59, subject to the following conditions:
 - a) That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.
 - b) That this order be recorded with the County Register of Deeds at the same time as the Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation & Securities Bureau, prior to the issuance of a Permit To Sell.
 - c) That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
 - d) When construction has been completed, the developer shall amend the Master Deed by filing "as built" plans.
- 3. This Certificate of Approval of Master Deed becomes effective immediately.
- 4. Pursuant to Section 21(3) of the Condominium Act, all projects approved under the Horizontal Real Property Act, 1963 P.A. 229, as amended, shall comply with Sections 21(4) and (5) of the Condominium Act.

MICHIGAN DEPARTMENT OF COMMERCE William F. McLaughlin, Director

Carl Tyson, Acting Director Corporation & Securities Bureau

Dated: February 20, 1980 Lansing, Michigan

SEVENTH AMENDMENT TO MASTER DEED OF STREAMWOOD ESTATES

Streamwood Estates, a Michigan co-partnership, being the Developer of Streamwood Estates, a Condominium Project established pursuant to the Master Deed thereof, recorded on May 22, 1974, in Liber 6295, Pages 308 through 352; First Amendment to the Master Deed recorded on September 19, 1975, in Liber 6541, Pages 296 through 325; Second Amendment to the Master Deed recorded on November 23, 1976, in Liber 6801, Pages 552 through 570; Third Amendment to the Master Deed recorded on November 14, 1977, in Liber 7064, Pages 874 through 894; Fourth Amendment to the Master Deed, recorded on April 27, 1978, in Liber 7185, Page 551; Fifth Amendment to the Master Deed recorded on May 23, 1978, in Liber 7206, Pages 718 through 738; and Sixth Amendment to the Master Deed recorded on May 31, 1979, in Liber 7523, Pages 366 through 394, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 178, hereby amends the Master Deed of Streamwood Estates pursuant to the authority reserved in Article VI of said Master Deed for the purposes of enlarging the Condominium Project from 170 units to 203 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

and

A parcel of land being part of the Southwest 1/4 of Section 21, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being described as beginning at a point distant North 1° 34′ 36″ West, 60.02 feet to a point on the Northerly 60-foot right-of-way line of Hamlin

Road; thence along said Northerly right-of-way line North 86° 48' 06" East, 261.52 feet; thence leaving the said Northerly right-of-way line North 3° 11' 51" West, 173.00 feet; thence North 86° 48' 09" East, 584.92 feet to a point on the Northerly right-of-way line of the Grand Trunk Railroad 100 feet wide; thence along said Northerly right-of-way line North 57° 03' 09" East, 106.33 feet; thence on a curve to the left having a radius of 5501.18 feet, arc 194.06 feet, central angle 2° 01' 16", chord bearing and distance North 56° 05' 07" East, 194.05 feet from the Southwest corner of said Section 21; proceeding thence North 11° 42' 31" West, 366.06 feet; thence South 78° 17' 29" West, 99.92 feet; thence North 11° 42' 31" West, 143.57 feet to a point on a curve; thence along a curve concave to the North having a radius of 790 feet, arc 310.48 feet, central angle 22° 31' 04", chord bearing and distance North 61° 35' 05" East, 308.48 feet; thence South 43° 26' 54" East, 456.55 feet to a point on a curve, said point also being on the said Northerly right-of-way line of the Grand Trunk Railroad; thence along the said Northerly right-of-way line on a curve concave to the Northwest having a radius of 5501.18 feet, arc 483.85 feet, central angle 5° 02' 22", chord bearing and distance South 52° 33' 18" West, 483.70 feet to the Point of Beginning. Said parcel containing 4.065 acres.

2. Sixth Amended Article V-C of said Master Deed of Streamwood Estates as set forth below, shall replace and supersede Fifth Amended Article V-C of the Master Deed as recorded, and the Fifth Amended Article V-C shall be of no further force or effect.

SIXTH AMENDED ARTICLE V-C OF THE MASTER DEED OF STREAMWOOD ESTATES

ARTICLE V

- C. Set forth below are:
- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
 - (b) The percentage of value assigned to each apartment.
- (c) The type of apartment for purposes of the occupancy limitation as set forth in Article VI, Section 1 of the Condominium Bylaws.

Apartment Number	Туре	Percentage of Value Assigned
1	2-bedroom	.3715
2	2-bedroom	.3715
3	2-bedroom	.3715
4	2-bedroom	.3715
5	2-bedroom	.3715
6	2-bedroom	.3715
7	2-bedroom	.3715
8	2-bedroom	.3715
9	2-bedroom	.3715
10	2-bedroom	.3715
11	2-bedroom	.3715
12	2-bedroom	.3715
13	2-bedroom	.3715
14	2-bedroom	.3715
15	2-bedroom	.3715
16	2-bedroom	.3715
17	2-bedroom	.3715
18	.2-bedroom	.3715
19	2-bedroom	.3715

20	z-bedroom	.0110
21	3-bedroom	.4905
22	3-bedroom	.4834
23		.4784
	2-bedroom	
24	2-bedroom	.4784
25	3-bedroom	.4834
26	3-bedroom	.4905
		.4905
27	3-bedroom	
28	3-bedroom	.4834
29	2-bedroom	.4784
30	2-bedroom	.4784
		.4834
31	3-bedroom	
32	3-bedroom	.4905
33	3-bedroom	.4731
34	3-bedroom	.4659
35	2-bedroom	.4579
36	2-bedroom	.4363
37	3-bedroom	.4659
38	2-bedroom	.4363
39	2-bedroom	.4610
40	3-bedroom	.4659
41	3-bedroom	.4905
42	3-bedroom	.4905
43	3-bedroom	.4834
44	2-bedroom	.4784
45	2-bedroom	.4610
46	3-bedroom	.4659
47	3-bedroom	.4731
48	2-bedroom	.4363
49	3-bedroom	.4659
50	2-bedroom	.4363
51	3-bedroom	.4731
52	3-bedroom	.4659
53	2-bedroom	.4579
54	3-bedroom	.4731
55	3-bedroom	.4659
56	2-bedroom	.4579
57	2-bedroom	.4363
58	3-bedroom	.4659
59	2-bedroom	.4363
60	2-bedroom	.3715
61	2-bedroom	.3715
62	2-bedroom	.3715
63	2-bedroom	.3715
64	3-bedroom	.4731
65	3-bedroom	.4659
66	2-bedroom	.4610
67	2-bedroom	.4363
68	3-bedroom	.4659
69	2-bedroom	.4363
70	3-bedroom	.4731
71	3-bedroom	.4659
72	2-bedroom	.4610
73	2-bedroom	.4659
74	3-bedroom	.4659
75	2-bedroom	.4363
76	3-bedroom	.4731
77	3-bedroom	.4659
78	2-bedroom	.4610
79	3-bedroom	.4731
80	3-bedroom	.4659
81	2-bedroom	.4610
82	2-bedroom	.4659
83	3-bedroom	.4659
	o odi odin	1,000

2-bedroom

20

.3715

84	2-bedroom	.4363
85	2-bedroom	.4659
86	3-bedroom	.4659
87	2-bedroom	.4363
88	3-bedroom	.4731
89	3-bedroom	.4659
90	2-bedroom	.4610
91	2-bedroom	.4610
92	3-bedroom	.4659
		.4731
93	3-bedroom	
94	3-bedroom	.4731
95	3-bedroom	.4659
96	2-bedroom	.4610
97	2-bedroom	.4610
98	3-bedroom	.4659
99	3-bedroom	.4731
		.4659
100	3-bedroom	
101	3-bedroom	.4659
102	2-bedroom	.4363
103	2-bedroom	.4363
104	3-bedroom	.4659
105	3-bedroom	.4659
106	3-bedroom	.4659
107	3-bedroom	.4659
108	2-bedroom	.4363
109	3-bedroom	.4659
110	3-bedroom	.4659
111	2-bedroom	.4363
112	2-bedroom	.4363
113	3-bedroom	.4659
114	3-bedroom	.4659
115	2-bedroom	.4610
116	3-bedroom	.4659
117	3-bedroom	.4731
118	3-bedroom	.4731
119	3-bedroom	.4659
120	2-bedroom	.4610
121	2-bedroom	.4659
122	3-bedroom	.4659
123	3-bedroom	.4363
124	3-bedroom	.4659
125		.4659
	3-bedroom	
126	2-bedroom	.4363
127	2-bedroom	.4731
128	3-bedroom	.4659
129	3-bedroom	.4610
130	3-bedroom	.4731
131	3-bedroom	.4659
132	2-bedroom	.4610
133	2-bedroom	.4610
		.4659
134	3-bedroom	
135	3-bedroom	.4731
136	2-bedroom	.5347
137	3-bedroom	.5822
138	3-bedroom	.6101
139	2-bedroom	.5900
140	2-bedroom	.5551
141	3-bedroom	.6042
142	3-bedroom	.6235
143	2-bedroom	.6120
144	2-bedroom	.5347
145	3-bedroom	.5822
146	3-bedroom	.6101

147	2-bedroom	.5900
148	3-bedroom	.6101
149	3-bedroom	.5822
150	2-bedroom	.5347
151	2-bedroom	.5900
152	3-bedroom	.6101
153	3-bedroom	.5822
154	2-bedroom	.5347
155	2-bedroom	.5900
156	3-bedroom	.6101
157	3-bedroom	.5822
158	2-bedroom	.5347
159	2-bedroom	.5900
160	3-bedroom	.6101
161	3-bedroom	.5822
162	2-bedroom	.5347
163	2-bedroom	.5900
164		
	3-bedroom	.6101
165	3-bedroom	.5822
166	2-bedroom	.5347
167	2-bedroom	.5900
168	3-bedroom	.6101
169	3-bedroom	.5822
170	2-bedroom	.5347
171	2-bedroom	.5551
17.2	3-bedroom	.6042
17 3	3-bedroom	.6235
174	2-bedroom	.6120
175	3-bedroom	.6101
176	3-bedroom	.5822
177	2-bedroom	.5347
178	2-bedroom	.5347
179	3-bedroom	.5822
180	3-bedroom	.6101
181	2-bedroom	.6120
182	3-bedroom	.6235
183	3-bedroom	.6042
184	2-bedroom	.5551
185	2-bedroom	.5347
186	3-bedroom	.5822
187	3-bedroom	.6101
188	2-bedroom	.5900
189	2-bedroom	.5900
190	3-bedroom	.6101
191	3-bedroom	.5822
192	2-bedroom	.5347
193	3-bedroom	.6101
194	3-bedroom	.5822
195	2-bedroom	.5347
196	2-bedroom	.5900
197	3-bedroom	.6101
198	3-bedroom	.5822
199	2-bedroom	.5347
200	2-bedroom	.5900
201	3-bedroom	.6101
202	3-bedroom	.5822
203	2-bedroom	.5347
ಬರು	2-Dear 00111	.004/

3. Amended Sheets 1, 2, 3, 3E, 3F, 4E, 4F, 5E, 5F and 24 through 31 of the Condominium Subdivision Plan of Streamwood Estates as attached hereto shall replace and supersede Sheets 1, 2, 3, 3E, 3F, 4E, 4F, 5F and 24 through 31 of the Condominium Subdivision Plan of Streamwood Estates as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 2, 3, 3E,

3F, 4E, 4F, 5E, 5F and 24 through 31 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

- 4. Sheets 3G, 3H, 4G, 4H, 5G and 5H of the Condominium Subdivision Plan of Streamwood Estates as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Streamwood Estates, as amended.
- 5. Article VI of said Master Deed of Streamwood Estates shall be amended by replacement of the first two sentences by the following statements:

The Condominium Project established pursuant to the initial Master Deed of Streamwood Estates as subsequently expanded to 203 Units includes the first eight phases of a multistage Project to contain in its entirety a maximum of 340 Units. Developer owns or is interested in certain additional land described as follows:

A parcel of land being part of the Southwest 1/4 of Section 21, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being described as beginning at a point distant North 1 degree 34 minutes 36 seconds West, 60.02 feet to a point on the Northerly 60-foot right-of-way line of Hamlin Road; thence along the said Northerly right-of-way line North 89 degrees 57 minutes 21 seconds West, 18.29 feet; thence North 2 degrees 51 minutes 34 seconds East, 125.36 feet; thence on a curve to the left having a radius of 500.00 feet, arc 109.59 feet, central angle 12 degrees 33 seconds 28 seconds, chord bearing and distance North 3 degress 25 minutes 10 seconds West, 109.37 feet; thence North 9 degrees 41 minutes 54 seconds West, 70.00 feet; thence on a curve to the right having a radius of 480.00 feet, arc 789.59 feet, central angle 94 degrees 15 minutes 00 seconds, chord bearing and distance North 37 degrees 25 minutes 36 seconds East, 703.53 feet; thence North 84 degrees 33 minutes 06 seconds East, 325.00 feet; thence on a curve to the left having a radius of 730 feet, arc 484.15 feet, central angle 38 degrees oo minutes 00 seconds, chord bearing and distance North 65 degrees 33 minutes 06 seconds East, 475.33 feet; thence North 46 degrees 33 minutes 06 seconds East, 126.93 feet from the Southwest corner of said Section 21; proceeding thence North 43 degrees 27 minutes 28 seconds West, 114.83 feet; thence North 46 degrees 33 minutes 06 seconds East, 34.50 feet; thence North 43 degrees 26 minutes 54 seconds West, 67.32 feet; thence North 46 degrees 33 minutes 06 seconds East, 43.05 feet; thence North 43 degrees 26 minutes 54 seconds West, 244.79 feet to the approximate centerline of the Clinton River; thence along the said centerline North 7 degrees 34 minutes 43 seconds East, 84.17 feet and North 50 degrees 59 minutes 54 seconds West, 73.24 feet to the South line of Christian Hills No. 3 Subdivision (Liber 83, Pages 15 and 16); thence along the said South line South 87 degrees 06 minutes 00 seconds East, 100.00 feet to the East line of Christian Hills No. 3 Subdivision; thence along the said East line North 0 degrees 43 minutes 00 seconds East, 818.19 feet to the South line of Eyster's Avon Estates Subdivision (Liber 58, Page 3); thence along the said South line South 84 degrees 24 minutes 09 seconds East, 510.20 feet; thence South 0 degrees 19 minutes 46 seconds West, 1097.79 feet; thence on a curve concave to the Northeast having a radius of 42.00 feet, arc 33.06 feet, central angle 45 degrees 05 minutes 57 seconds, chord bearing and distance North 67 degrees 07 minutes 15 seconds West, 32.21 feet; thence along a curve to the left having a radius of 60.00 feet, arc 94.46 feet; central angle 90 degrees 11 minutes 54 seconds, chord bearing and distance North 89 degrees 40 minutes 14 seconds West, 85.00 feet; thence along a curve to the right having a radius of 42.00 feet, arc 33.06 feet, central angle 45 degrees 05 minutes 57 seconds, chord bearing and distance South 67 degrees 46 minutes 48 seconds West, 32.21 feet; thence North 89 degrees 40 minutes 14 seconds West, 24.49 feet to a point of curvature; thence along a curve to the left having a radius of 260.00 feet, arc 198.66 feet, central angle 43 degrees 46 minutes 40 seconds, chord bearing and distance South 68 degrees 26 minutes 26 seconds West, 193.86 feet; thence South 46 degrees 33 minutes 06 seconds West, 128.07 feet to the point of beginning. Said parcel containing 14.452 acres.

and

A parcel of land being part of the Southwest 1/4 of Section 21, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being described as beginning at a point distant North 1 degree 34 minutes 36 seconds West, 60.02 feet to a point on the Northerly right-of-way line of Hamlin Road; thence along said Northerly right-of-way line North 86 degrees 48 minutes 06 seconds East,

261.52 feet; thence North 3 degrees 11 minutes 51 seconds West, 173.00 feet; thence North 86 degrees 48 minutes 09 seconds East, 584.92 feet to the Northerly right-of-way line of the Grand Trunk Railroad 100 feet wide; thence along said Northerly right-of-way line North 57 degrees 03 minutes 09 seconds East, 106.33 feet; and on a curve to the left having a radius of 5501.18 feet, arc 677.91 feet, central angle 7 degrees 03 minutes 38 seconds, chord bearing and distance North 53 degrees 33 minutes 56 seconds East, 677.48 feet from the Southwest corner of said Section 21; proceeding thence North 43 degrees 26 minutes 54 seconds West, 456.55 feet; thence along a curve concave to the Northwest having a radius of 790.00 feet, arc 52.04 feet, central angle 3 degrees 46 mintues 27 seconds, chord bearing and distance North 48 degrees 26 minutes 20 seconds East, 52.03 feet; thence North 46 degrees 33 minutes 06 seconds East, 255.00 feet to a point of curvature; thence along a curve to the right having a radius of 200.00 feet, are 152.81 feet, central angle 43 degrees 46 minutes 40 seconds, chord bearing and distance North 68 degrees 26 minutes 26 seconds East, 149.12 feet; thence South 89 degrees 40 minutes 14 seconds East, 24.49 feet to a point of curvature; thence along a curve to the right having a radius of 42.00 feet, arc 33.06 feet, central angle 45 degrees 05 minutes 57 seconds, chord bearing and distance South 67 degrees 07 minutes 15 seconds East, 32.21 feet; thence along a curve to the left having a radius of 60.00 feet, arc 94.46 feet, central angle 90 degrees 11 minutes 54 seconds, chord bearing and distance South 89 degrees 40 minutes 14 seconds East, 85.00 feet; thence along a curve to the right having a radius of 42.00 feet, arc 33.06 feet, central angle 45 degrees 05 minutes 57 seconds, chord bearing and distance North 67 degrees 46 minutes 48 seconds East, 32.21 feet; thence North 0 degrees 19 minutes 46 seconds East, 404.83 feet to the Northwesterly right-of-way line of the Grand Trunk Railroad 100 feet wide; thence along the said Northwesterly right-of-way line on a curve concave to the Northwest having a radius of 5501.18 feet, arc 287.51 feet, central angle 2 degrees 59 minutes 40 seconds, chord bearing and distance South 48 degrees 32 minutes 17 seconds West, 287.47 feet to the point of beginning. Said parcel containing 4.663 acres (hereinafter referred to as "future development").

In all respects, other than as hereinabove indicated, the original Master Deed of Streamwood Estates as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

<u>/s/ Marie H. Goodspeed</u> Marie H. Goodspeed

<u>/s/ Catherine Kim Shier</u>k Catherine Kim Shierk

STATE OF MICHIGAN

SS.

)

COUNTY OF OAKLAND

The foregoing Seventh Amendment to Master Deed of Streamwood Estates was acknowledged before me this 20th day of February, 1980, by Donald G. Van Every, one of the partners of STREAMWOOD ESTATES, a Michigan co-partnership, on behalf of the partnership.

> /s/ Catherine Kim Shierk Catherine Kim Shierk Notary Public, WAYNE County Michigan

My commission expires: $\frac{1/2/83}{}$

STREAMWOOD ESTATES, a

Michigan co-partnership

By: /s/ Donald G. VanEvery Donald G. Van Every, Partner

SEVENTH AMENDMENT TO MASTER DEED DRAFTED BY:

Robert L. Nelson, of Dykema, Gossett, Spencer, Goodnow & Trigg 35th Floor, 400 Renaissance Center Detroit, Michigan 48243

WHEN RECORDED, RETURN TO DRAFTER.

REPLAT NO. 6 OF OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178

STREAMWOOD ESTATES, A CONDOMINIUM AVON TOWNSHIP, MICHIGAN

DEVELOPER:

STREAMWOOD ESTATES, A MICHIGAN CO-PARTNERSHIP 30233 SCLTHFIELD RD. SOUTHFELD, MICHIGAN

SURVEYOR:

PATE, HIRN & BOGUE INC 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE S.E. /4 OF SECTION 20 AND PART OF THE S.W. I/4 OF SECTION 2I, T3N JRIJE. AVON TOWNSHE CAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT N 193436" W 60.02 FT TO A POINT ON THE NORTHERLY GO FT. RIGHT-OF- WAY LINE OF HAMLIN ROAD, THENCE N 89° 57'21" W 18.29 FT. ALONG THE SAIC YORTHERLY RIGHT-OF- WAY LINE OF HAMLIN ROAD FROM THE S.E. CORNER OF SAID SECTION 20, PROCEEDING THENCE N89° 57'21"W 313 75 FT, THENCE N 3°44'43"W 754.81 FT.; THENCE N 86°15'17"E 79.90 FT. TO THE APPROXIMATE CENTERLINE OF THE CLINTON RIVER THENCE ALONG THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER 5 68" 44"58"F 96.57FT, THENCE N 72"04"48"E 190.89FT, THENCE N 49"52"15"E 175 74 FT, THENCE NH 902 CT E 245.54 FT., THENCE N 27917 58"E 104.66 FT., THENCE N 50922 09 "E 377.84 FT., THENCE N 6294Z 02" E 104.66 FT., THENCE S65°40' 28'E 80.II FT., THENCE S17°09' 09"E 169.54 FT; THENCE DUE EAST 202.00 FT., THENCE N 50° 03' 14" E 104 35 FT, THENCE N.7°34'43" E 150 88 FT, THENCE LEAVING THE SAID APPOXIMATE CENTERLINE OF THE CLINTON RIVER S 43°26'54"E 244.79 FT, THENCE S 46°33'06"W 43.05 FT; THENCE S 43°26'54"E 67 32 FT, THENCE S S 46° 33' 06" W 34 50 FT; THENCE S 43° 27' 28" E 114.83 FT., THENCE S 46°33' 06" W 126.93 FT., TO A POINT OF CURVATURE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS 730.00 FT; ARC 484.15 FT, CENTRAL ANGLE 38°00 00 . CHORD BEARING AND DISTANCE \$ 65°33' 06" W 475 33 FT., THENCE \$ 84° 33' 06" W 325.00 FT TO A PC. TOF SURVATURE, THENCE ALONG A SURVE TO THE LEFT HAVING A RADIUS 480.00 FT, ARC 78959 FT, CENTRAL ANGLE 94°15'00", CHORD BEARING AND DISTANCE S 37°25' 36" W 703 53 FT.; THENCE S9° 41'54"E 70.00 FT TO A POINT OF CURVATURE, THENSE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 500 00 FT. ARC 1969 FT. CENTRAL ANGLE 12" 33 28 CHORD BEARING AND DISTANCE S 3"25" ID"E 109 37 FT, THENCE 5 2°51'34' A 25:36 FT TO THE POINT OF BEGINNING SAID PARCEL CONTAINING 17,940 ACRES.

A PARCEL OF LAND BEING PART OF THE S.W.V4 OF SECTION 21,T3N,RIE, AVON TOWNSHIR OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING ATA POINT DISTANT N 1º34º36°W 60.02 FT TO A POINT ON THE NORTHERLY 60 FT RIGHT-OF-WAY LINE OF HAMLIN ROAD, THENCE NB6º48°06°E BLIT FT ALONG THE SAID NORTHERLY, RIGHT-OF-WAY LINE OF HAMLIN ROAD, THENCE NB6º48°06°E BLIT FT ALONG THE SAID NORTHERLY, RIGHT-OF-WAY LINE OF HAMLIN ROAD FROM THE SW CORNER OF SAID SECTION 21, PROCEEDING THENCE N9º41'51°W 313.42 FT. TO A POINT OF CURVATURE, THENCE 1.0 NG A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FT, ARC 690.89 FT, CENTRAL ANGLE 94°15'00°, CHORD SELPN3 AND DISTANCE N37°25'36'E 65.59 FT, THENCE N8°33'306'E 325.00 FT TO A POINT OF CURVATURE, THENCS 4.0 N3 A CURVE TO THE LEFT HAVINS A RADIUS OF 790 FT, ARC 471.91 FT, CENTRAL ANGLE 34°13'34°, SAID DISTANCE N6°26'E'S 649.35 TA, THENCE \$43°26'54'E 456.55 FT TO A POINT OF A CURVA, SAID POINT 4.50 BE'N3 ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE GRAND TRUNK RALIROAD, 100 FT WIDE, THENCE A.D NG THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE GRAND RAND TRUNK RALIROAD, 100 FT WIDE, THENCE 550'8 BT, ARC 677.5 FT, CENTRAL ANGLE 7°03'36' CHORD BEARNG AND DISTANCE S53°33'56'W 677.48 FT, THENCE S 57°03'09' W 106.633 FT, THENCE LEAVING THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF S60'NNING SAID PARCEL 53°33'56'W 677.48 FT, THENCE S 57°03'09' W 106.633 FT, THENCE LEAVING THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF S60'NNING SAID PARCEL CONTAINING 7 814.4 CRES

SURVEYOR'S CERTIFICATE

I, JOHN F DE BUSSCHER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN ROWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THE SAID SUBVEYS TRUE AND COMPLETE AS SHOWN, THAT THE IRONS WILL SE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SUPPLY TO BE RETRACED.

LEUATHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH, IS A CORRECT CNE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (*) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISS NOTEC.

<u>1478 9-.-79</u>



JOHN F DE BUSSCHER REGISTERED LAND SURVEYOR REGISTERATION NO 10684 7000 TWELLE MUE RD SOUTHFELD, WICH 34N 48076

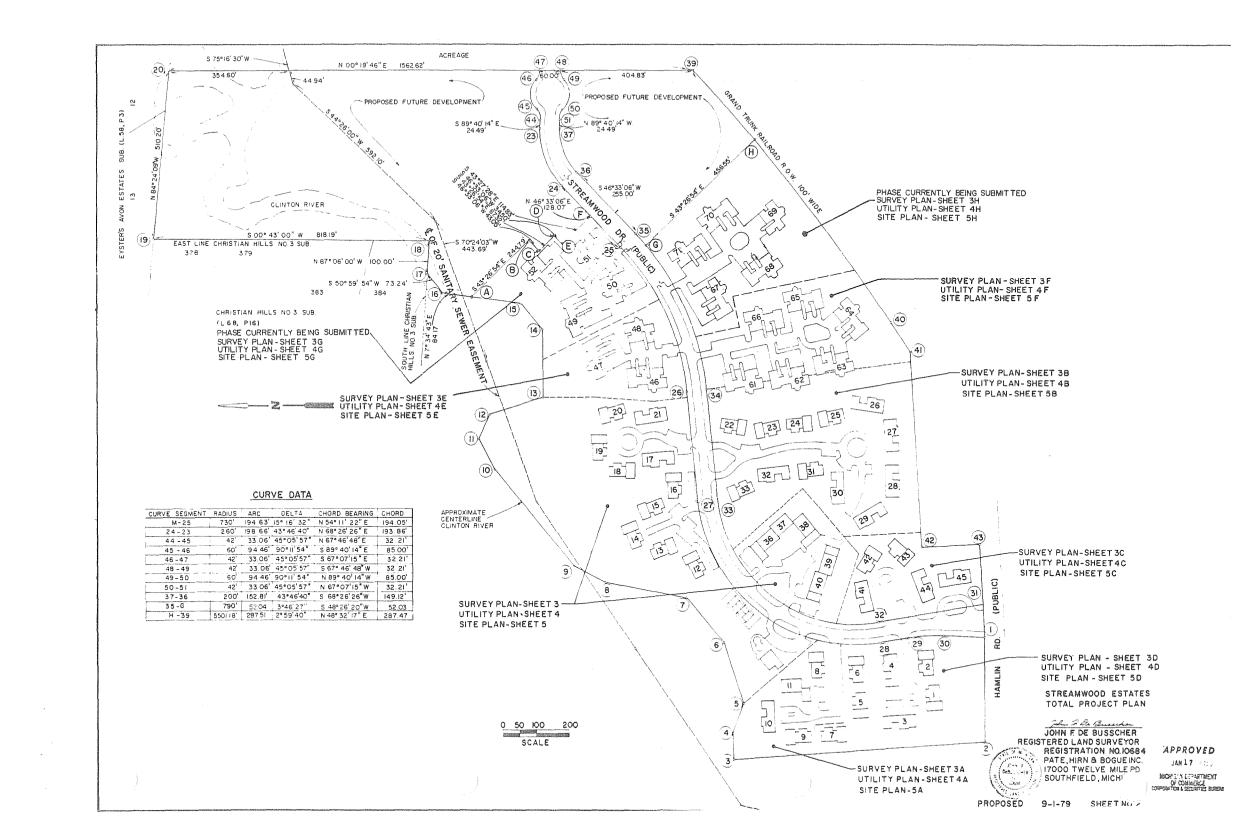
SHEET INDEX

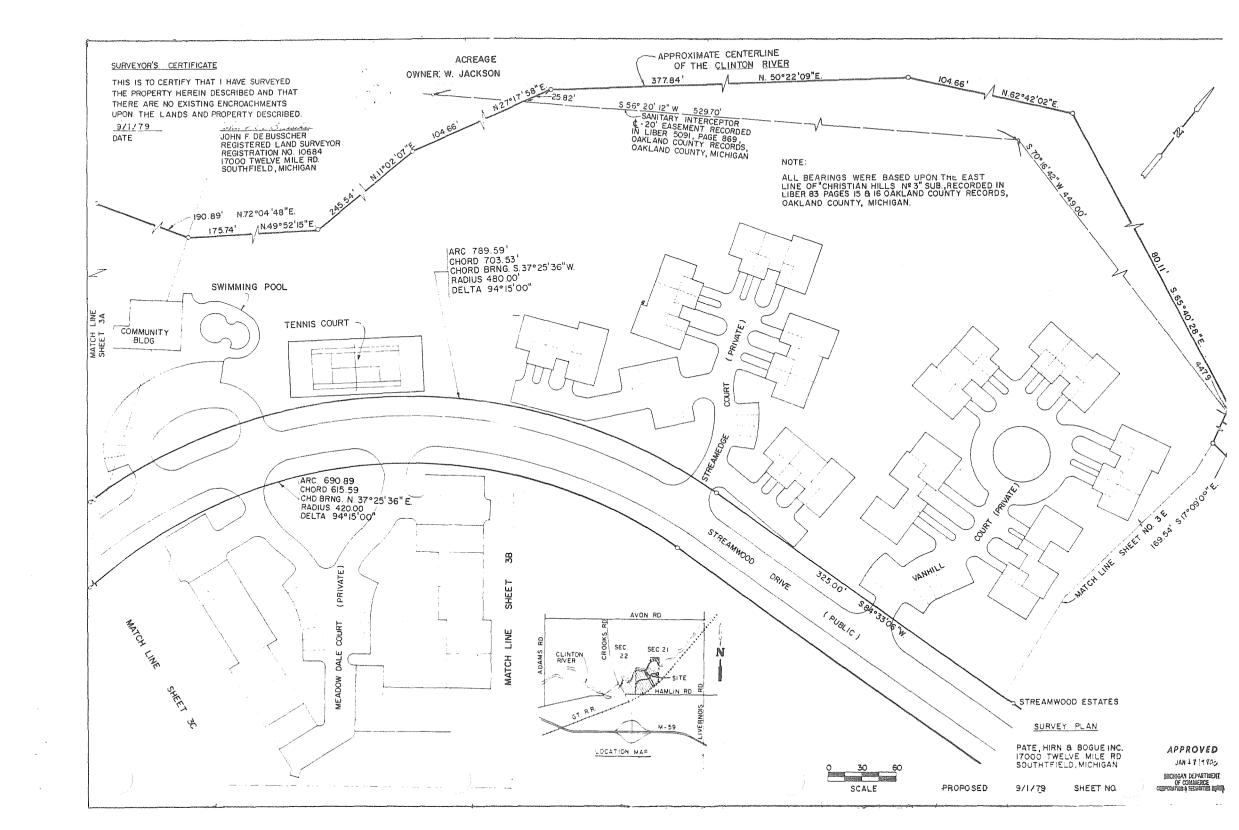
- . I. COVER SHEET
- . 2. TOTAL PROJECT PLAN
- * 3. SURVEY FLAN
- 3A SURVEY PLAN
- 3B SURVEY PLAN
- 3C SURVEY PLAN
 3D SURVEY PLAN
- * 3F SURVEY PLAN
- * 3F SURVEY PLAN
- # 3G SURVEY PLAN
- + 3H SURVEY PLAN
- 4 UTILITY PLAN
- 4A UTILITY PLAN
- 4B UTILITY PLAN
- 4C UTILITY PLAN
- 4 D UTILITY PLAN
- . 4E UTILITY PLAN
- # 4F UTILITY PLAN
- . 4G UTILITY PLAN
- 4H UTILITY PLAN
- 5. SITE PLAN
- 5A SITE PLAN 5B SITE PLAN
- 50 SITE PLAN
- 5D SITE PLAN
- + SE SITE PLAN
- * 5E SITE PLAN
- * 5G SITE PLAN
- * 5H SITE PLAN
- 6 TOWNHOUSE FLOOR PLAN TYPICAL UNIT A, AA REVERSE 7 TOWNHOUSE FLOOR PLAN TYPICAL UNIT B, BB REVERSE
- 8 TOWNHOUSE FLOOR PLAN TYPICAL UNIT C, CC REVERSE
- 9. CROSS SECTIONS & LONGITUDINAL SECTIONS TOWNHOUSE TYPICAL
- UNITS A, B & C & AA, BB & CC REVERSE
- 10. CROSS SECTIONS, TOWNHOUSE TYPICAL UNITS BB C, BB B CC REVERSE
- PERIMETER PLAN BLDGS 1,2,5,6,7,8,9,12,13,14,15,16,18,19,20,22 23, 24, 25, 31, 33, 42,8 43
- 12 TRIPLEX FLOOR PLAN TYPICAL UNIT X, XX REVERSE
- 13. TRIPLEX FLOOR PLAN TYPICAL UNIT Y, YY REVERSE
- 14. TRIPLEX FLOOR PLAN TYPICAL UNIT Z, ZZ REVERSE 15. CROSS SECTION & LONGITUDINAL SECTION, TRIPLEX TYPICAL
- UNITS X, Y, B Z B XX, YY B ZZ REVERSE
- CROSS SECTION, TRIPLEX TYPICAL UNITS X8Z, XX 8 ZZ REVERSE
- 17 PERIMETER PLAN BLDGS 3,4,10,17,21,26,27,28,29,30,32,41,44,8 45
- IB. FIRST FLOOR PLAN BLDGS 36, 37 B 38
- 19. SECOND FLOOR PLAN BLDGS 36, 37 B 38
- 20 FIRST FLOOR PLAN BLDGS 39 8 40
- 21 SECOND FLOOR PLAN BLDGS 39 8 40
- 22. FIRST & SECOND FLOOR PLAN BLDG II 23. CROSS SECTION & LONGITUDINAL SECTION BLDGS II, 36, 37, 38, 39 & 40
- ► 24 PERIMETER PLANS BLDGS 46,47,48,49,50,51,52,61,62,63,64,65,66,67,68,69,70 8.71
- , 25 FLOOR PLANS TYPICAL UNIT D & DD REVERSE
- 26 FLOOR PLANS TYPICAL UNIT E B EE REVERSE
- . 27 FLOOR PLANS TYPICAL UNIT F B FF REVERSE . 28 FLOOR PLANS TYPICAL UNIT G B GG REVERSE
- , 29 CROSS SECTION , TYPICAL UNITS D.B.E. DD.B.EE REVERSE
- 30 CROSS SECTION TYPICAL UNITS FBG. FFBGG REVERSE
- . 31 FLOOD PLAIN PLAN

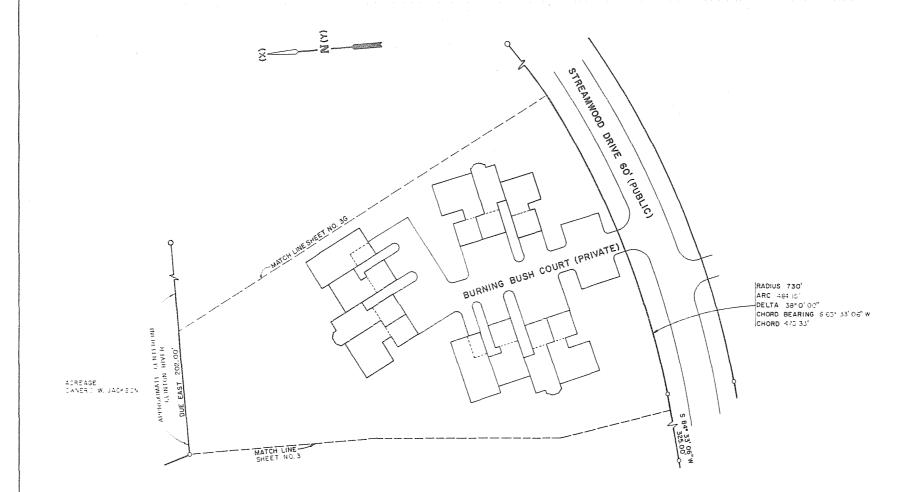
NOTE
STREADWOOD ESTATES SIA MULTI-PHASE CONDOMNIUM
PROJECT THE ASTERICK (*) INDICATES AMENDED OF NEW
SHEETS WHICH ARE REVISED DATED 9-14-79 THESE
SHEETS WHICH THIS SUBMISSION ARE TO PEPLACE OR BU
SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECOR!

APPROVED

MOHEAU DEPARTMENT OF COMMERCE







OTE

ALL BEARINGS WERE BASED UPON THE EAST LINE OF "CHRISTIAN HILLS Nº 3" SUB, RECORDED IN LIBER 83 PAGES IS B IG OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.

STREAMWOOD ESTATES
SURVEY PLAN





JOHN F. DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

APPROVED

JAN 17 FRO

MORISAN DEPARTMENT

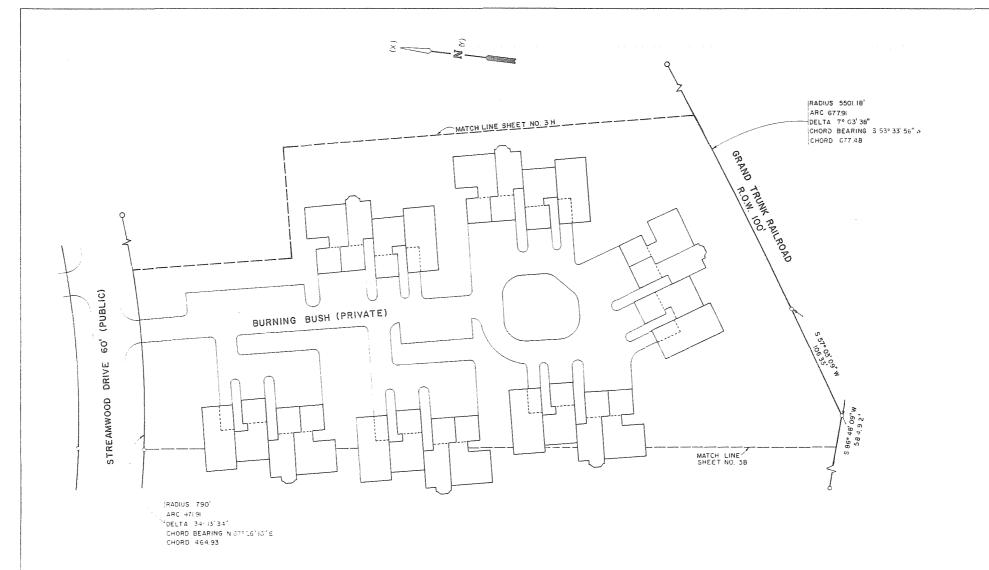
GE COMMERCE

JANUARY SECURIOR SURFAU

PROPOSED

9-1-79

SHEET NO. 3E



SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.

STREAMWOOD ESTATES SURVEY PLAN

ALL BEARINGS WERE BASED UPON THE EAST LINE OF "CHRISTIAN HILLS Nº 3" SUB., RECORDED IN LIBER 83 PAGES 15 & 16 OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN.





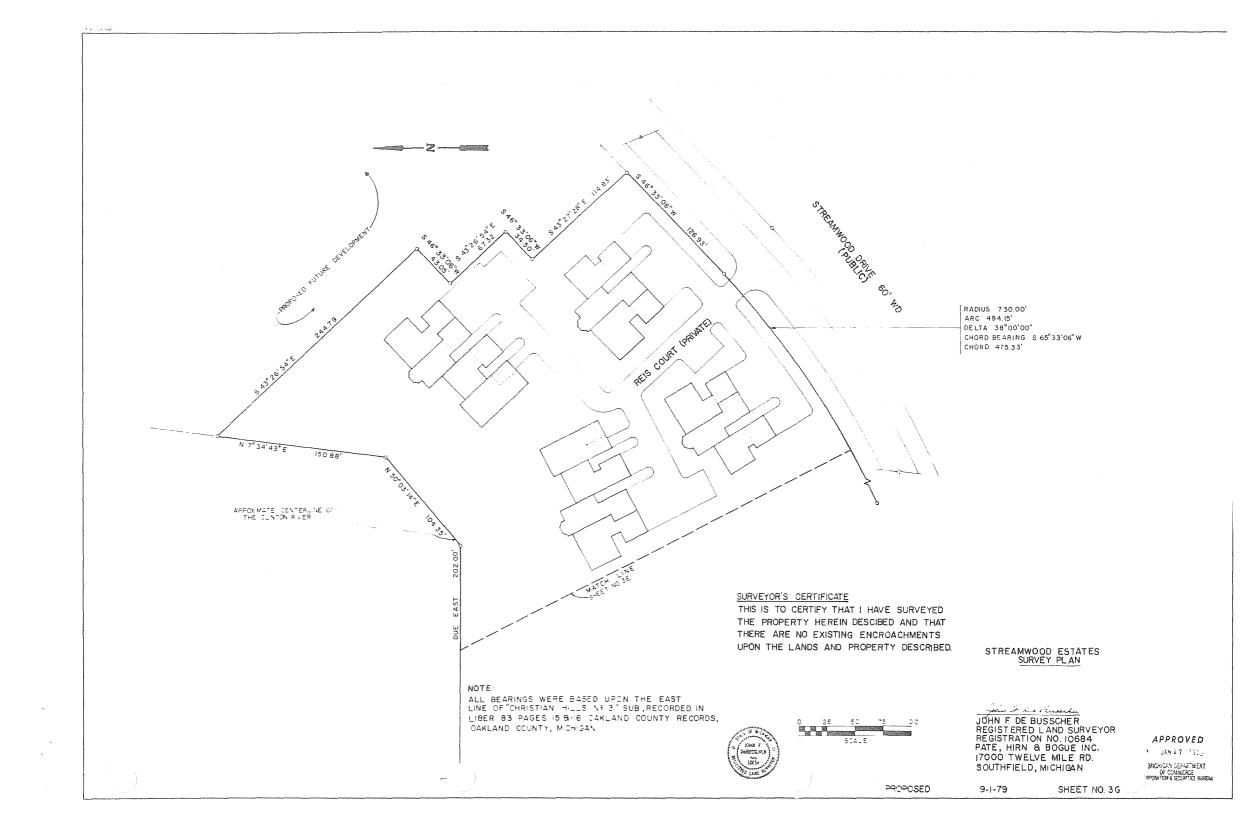
John F in Bush JOHN F DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

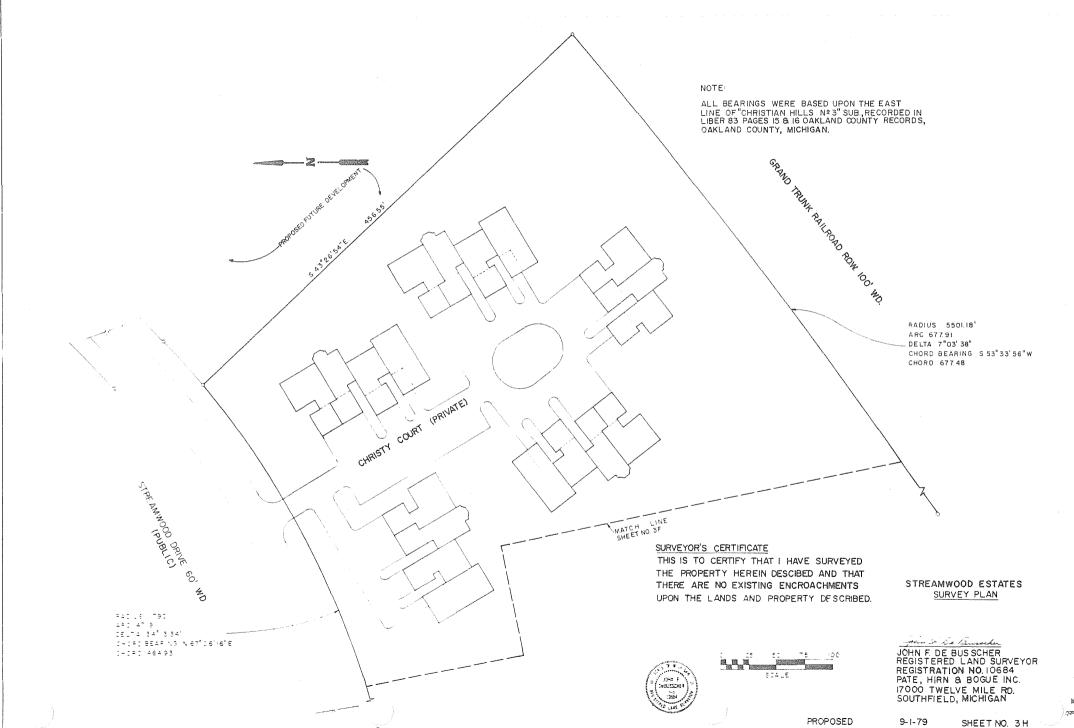
APPROVED JAN 17 985 MECHIGAN DEPARTMENT OF COMMERCE POSATION A SECURITIES BURGAN

PROPOSED

9-1-79

SHEET NO. 3F





APPROVED

MICH SAN DEPARTMENT OF COMMERCE OFFICE TOWN SECURITIES BUREAU



UTILITY

WATER MAIN SANITARY SEWER STORM SEWER GAS MAIN POWER TELEPHONE

SOURCE OF LOCATION

PATE, HIRN & BOGUE INC.

CONSUMERS POWER CO. DETROIT EDISON CO. MICHIGAN BELL TELEPHONE CO.

EACH UTILITY FORMS THE CENTERLINE OF ITS OWN PERMANENT EASEMENT; SANITARY SEWER, STORM SEWER & WATER MAIN 20' EASEMENT, POWER, TELEPHONE & 345 MAIN 6' EASEMENT.

LEGEND

HYDRANT WATER GATE WATER MAIN MANHOLE - SANITARY SEWER CATCH BASIN ---- STORM SEWER GAS VALVE GAS MAIN PEDESTAL SECONDARY PEDESTAL ----+ ---- POWER & TELEPHONE

GAS MAINS AND 4" STORM SEWER LEADS WILL BE SHOWN ON AS BUILT DRAWINGS

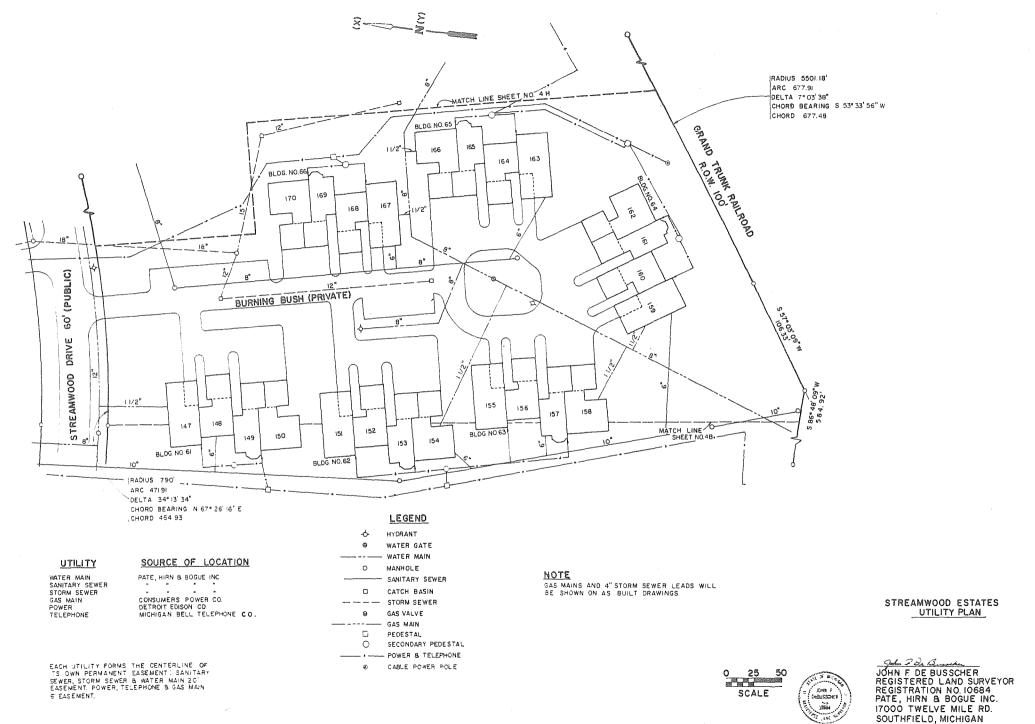
STREAMWOOD ESTATES
UTILITY PLAN





John P. De Bush JOHN F. DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 PATE, HIRN & BOGUE INC. SOUTHFIELD, MICHIGAN

APPROVED JAN 17 155 POWER PARTS SEED



PROPOSED

9-1-79

BOGDE INC.

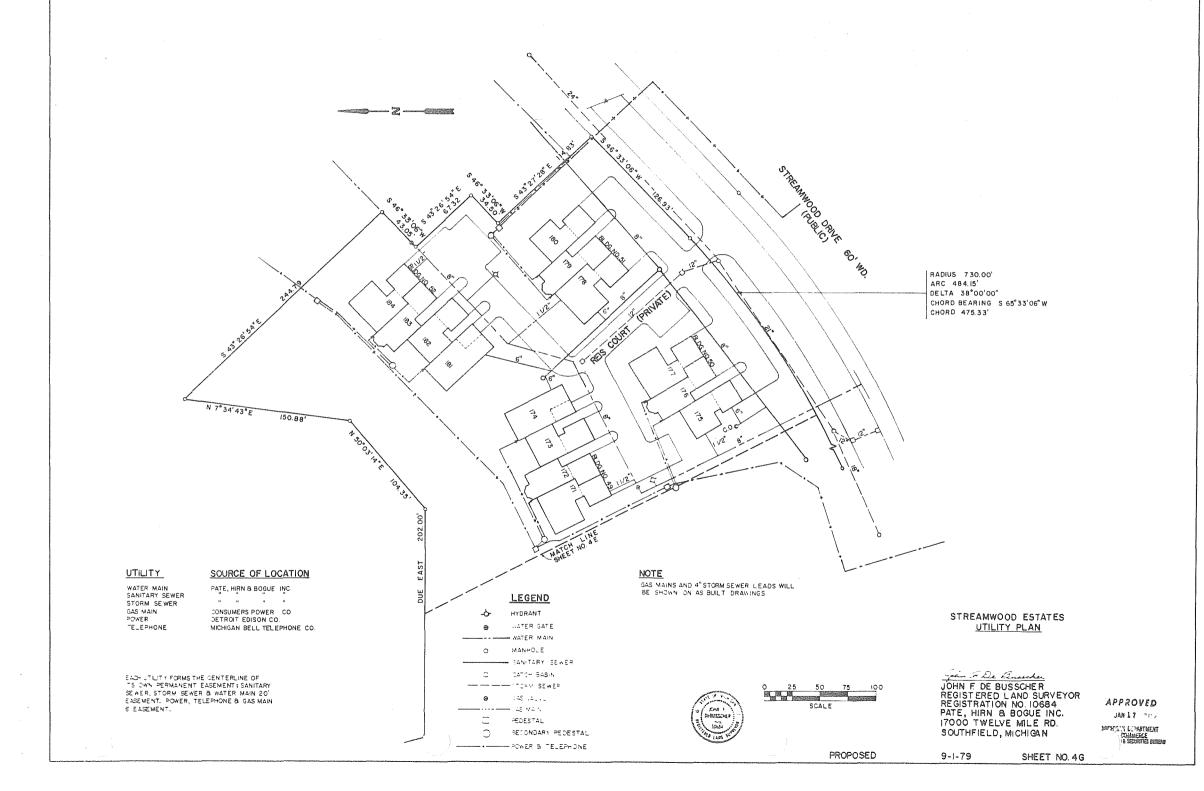
MILE RD.

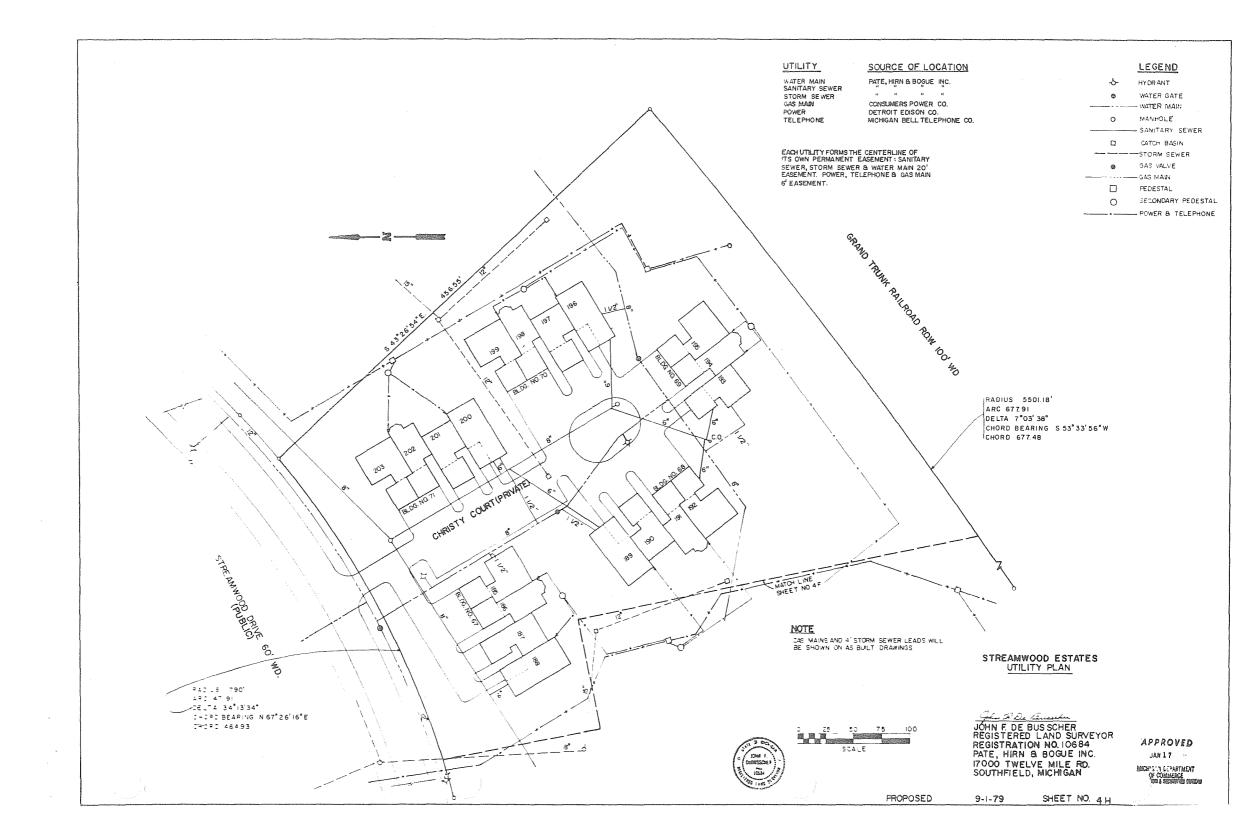
MICHIGAN

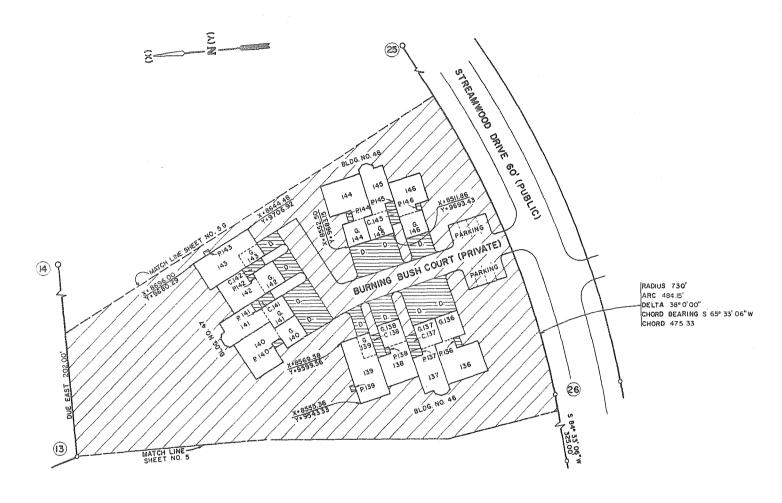
SHEET NO.4F

APPROVED

JAN 17 ---







13 8815.00 9520.00 26 838427 9534.36

PT. NORTH EAST

WALKS WILL BE SHOWN "AS BUILT"

LEGEND



GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

- PORCH
- COURT YARD
- DRIVE WAY
- GARAGE

STREAMWOOD ESTATES SITE PLAN



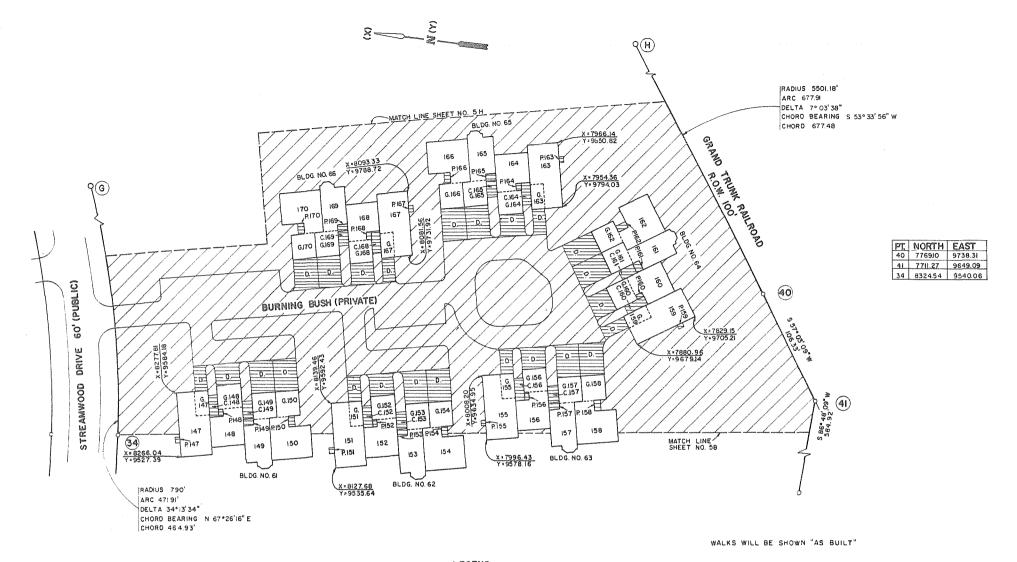


JAN F. DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

APPROVED JAN 17 37 5 TO SUN DEPARTMENT COMPERCE

PROPOSED

9-1-79 SHEET NO. 5 E



LEGEND



GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

- PORCH
- COURT YARD
- DRIVEWAY
- GARAGE

STREAMWOOD ESTATES SITE PLAN





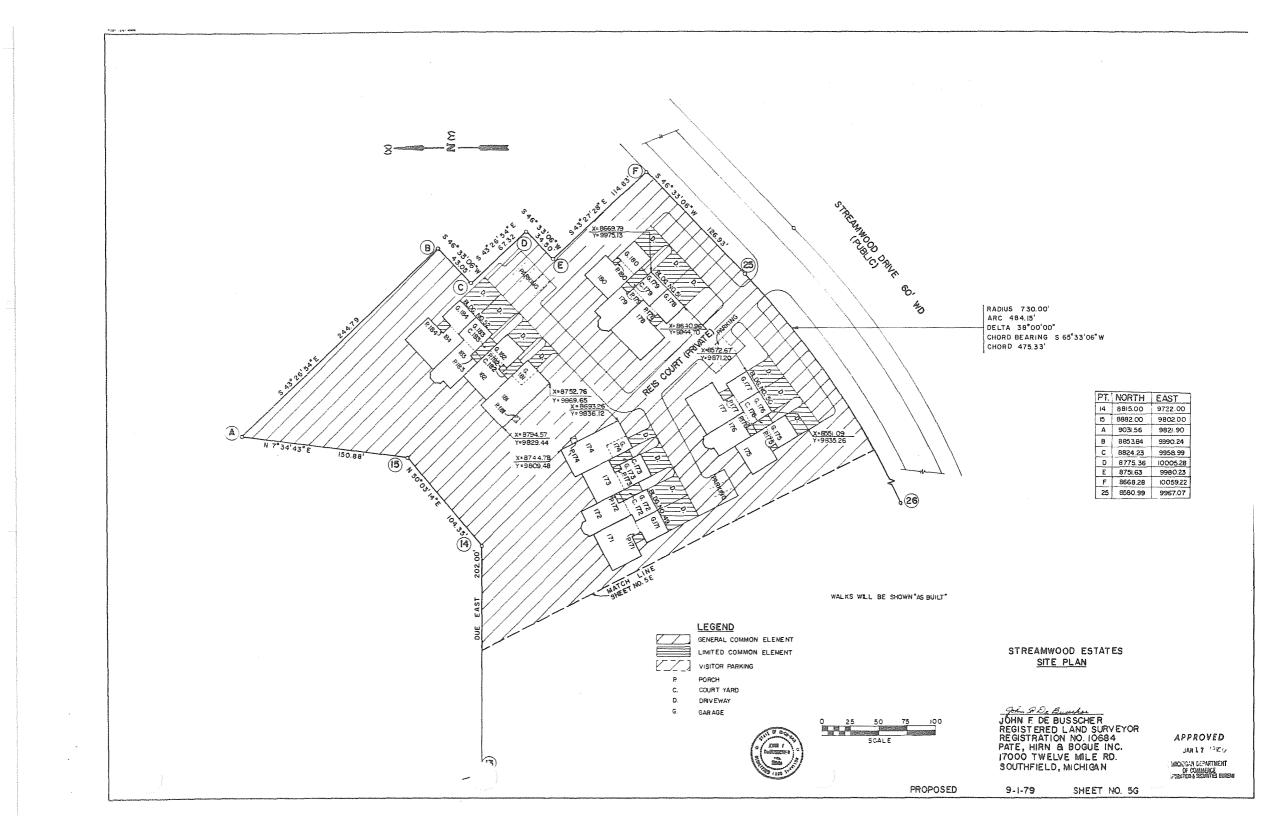
JOHN F DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

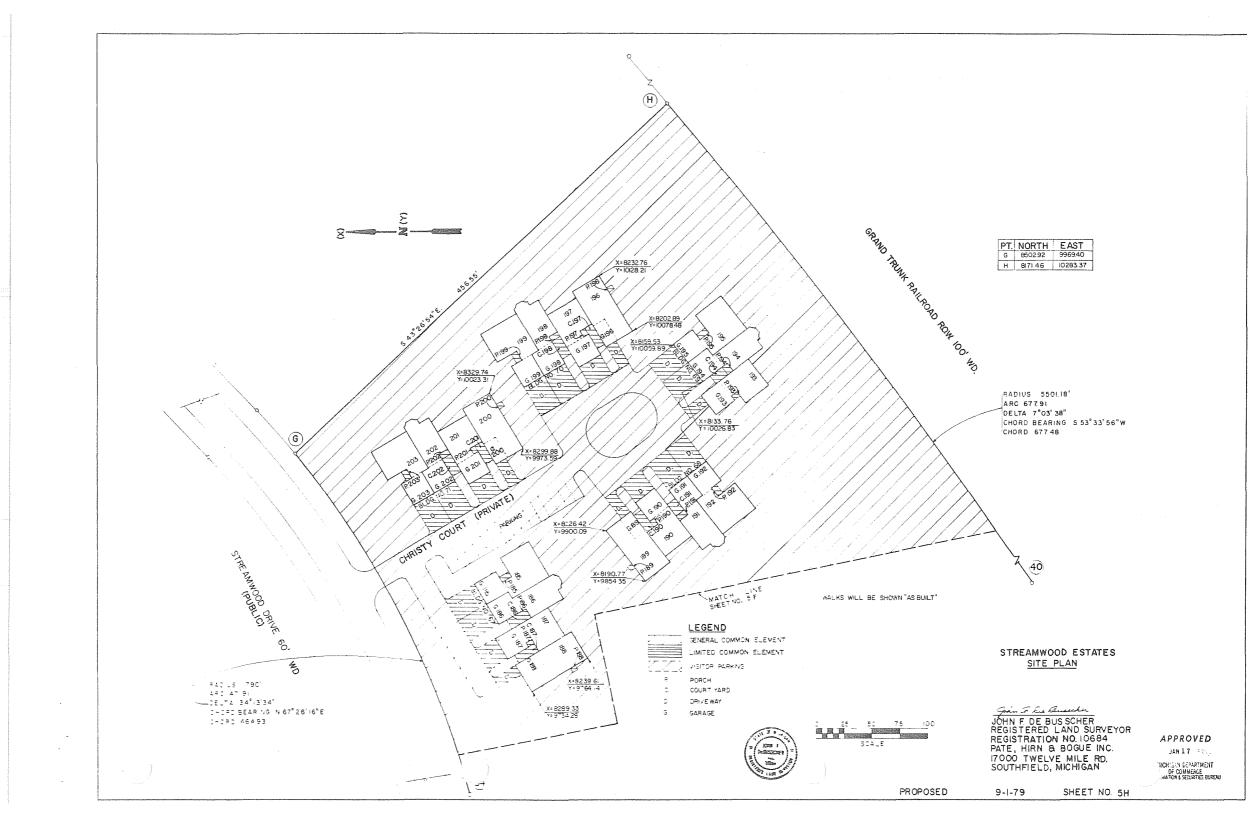
APPROVED JAN 17 2100 AS A RESIDENCE AS A SECONDARY OF COMMENTS.

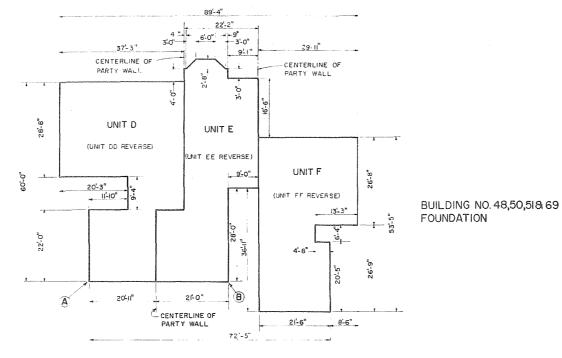
PROPOSED

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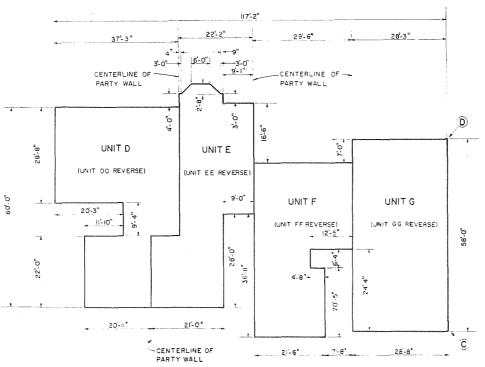
SHEET NO. 5 F







BL.DG.	4		COORDINATE							
NO.	NO. US.GS.		DD	Ε	EE	F.	FF	G	GG	LOCATION
46	780.69	136		137		138		139		CaD
47	780.19	140		141		142		143		cap
48	781.29	144		145		146				AAB
49	781.64	171		172		173		174		CaD
50	779.19		177		176		175			AaB
51	778.39	178		179		180				AAB
52	778.89		184		183		182		181	cap
61	782.69	150		149		148		147		CaD
62	783.69	154		153		152		151		CaD
63	785.19	158		157		156		155		CaD
64	785.69	162		161		160		159		CaD
65	784.19	166		165		164		163		CaD
66	783.19	170		169		168		167		C&D
67	781.69	185		186		187		188		CaD
68	781.69	192		191		190		189		CaD
69	782.19	195		194		193				A & B
70	781.19	199		198		197		196		CaD
71	780.69	203		202	_	201		200		CaD
						income i		-		



08-9"

BUILDING NO.'S 46 8 47 ALSO 61,62,63,64,65,66, 49,52,67,68,708,71 FOUNDATIONS

- coordinate Location

STREAMWOOD ESTATES PERIMETER PLANS





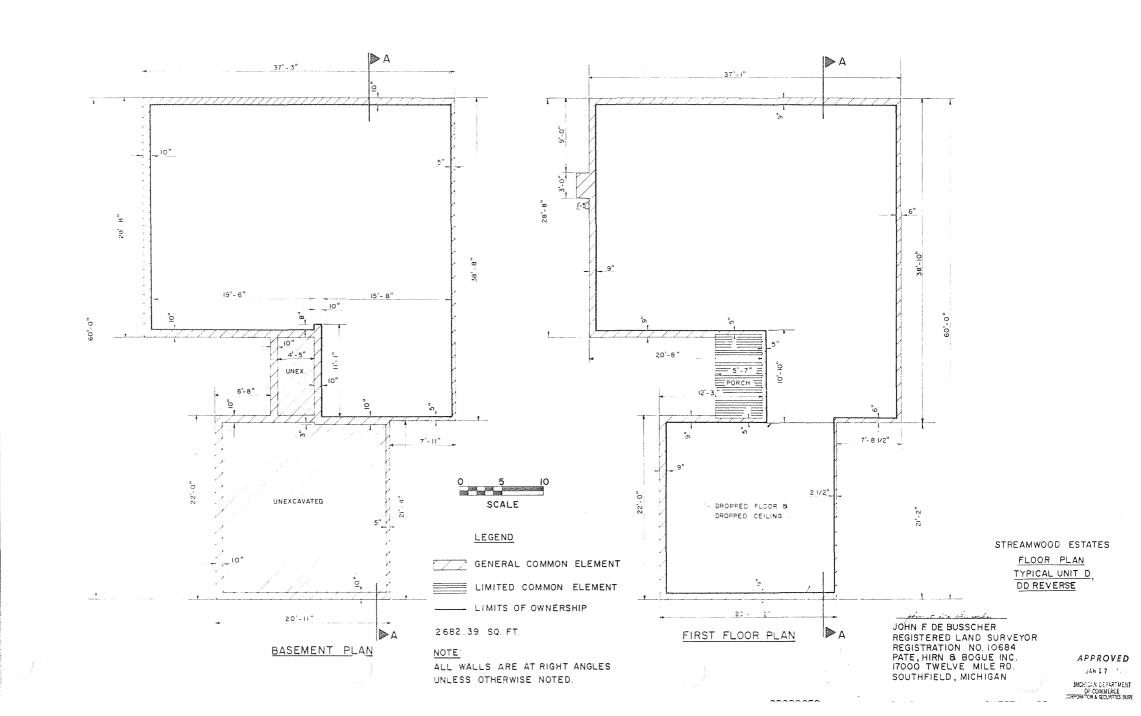
JOHN F DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 PATE, HIRN & BOGUE INC. 17000 1 W ELVE MILE RD. SOUTHFIELD, MICHIGAN

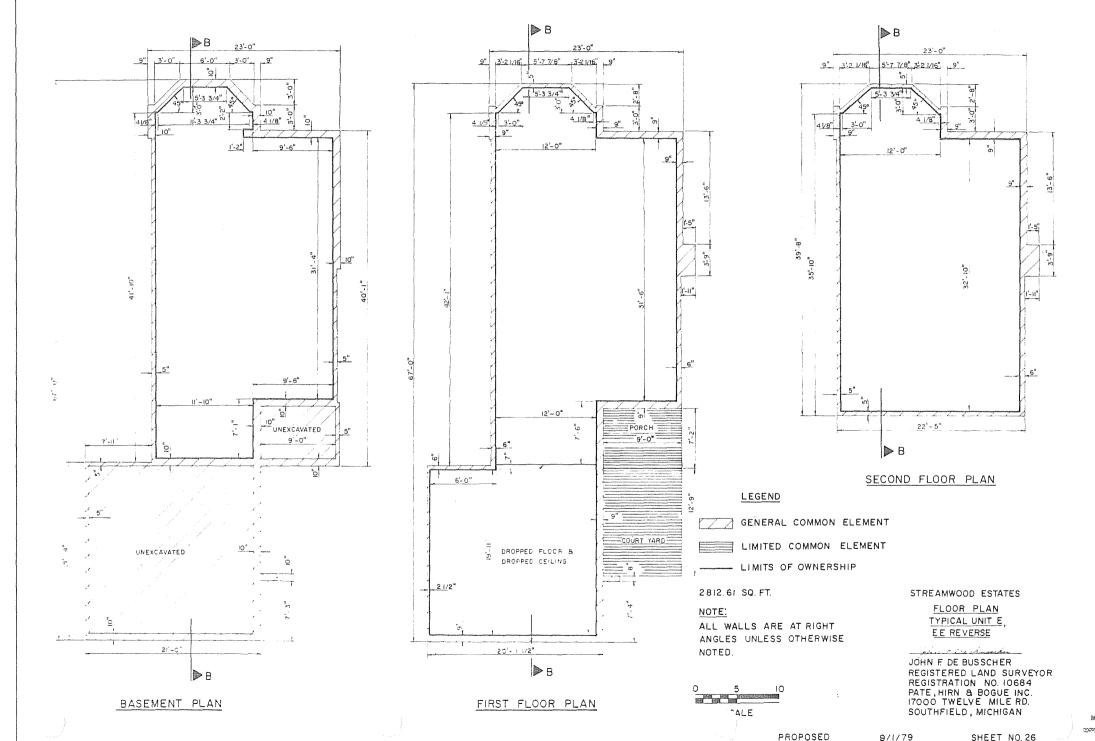
APPROVED J4417 - 17 MORE DAY COPYTABLE OF COMMERCE MARKE BURNESS & COPYTABLE

PROPOSED

9-1-79

SHEET NO. 24

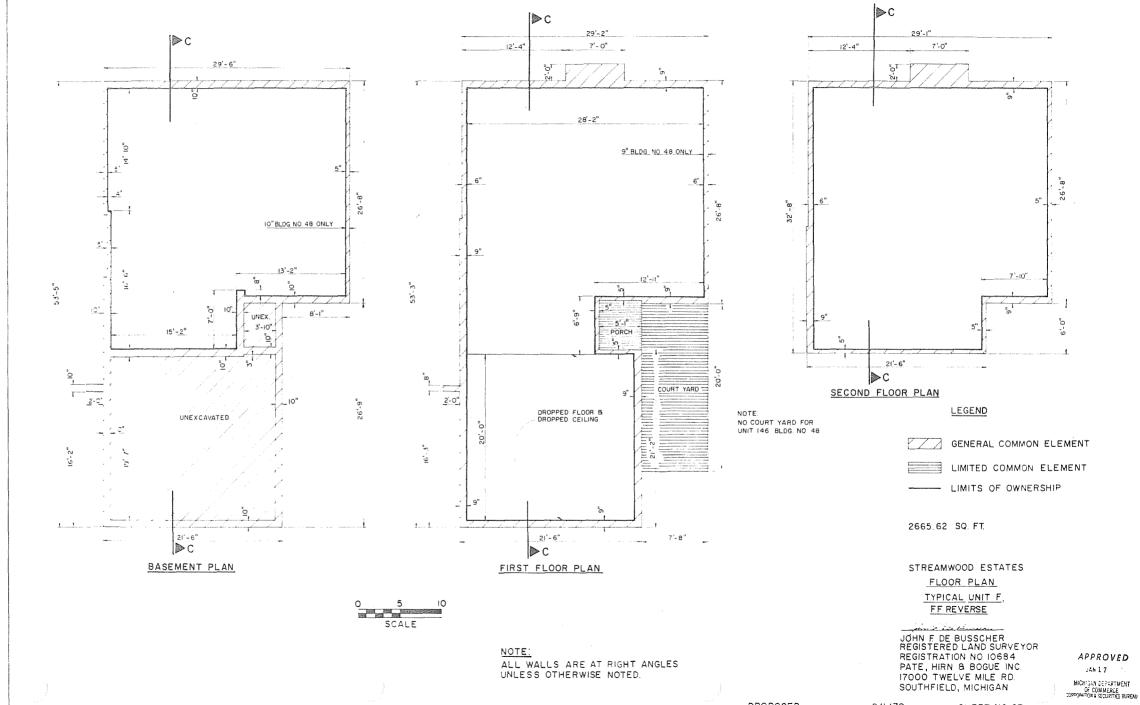




APPROVED JAN 17 MICHICAN DEPARTMENT OF COMMERCE CORPORTE ENTRICES & MOTHROPSCO

9/1/79

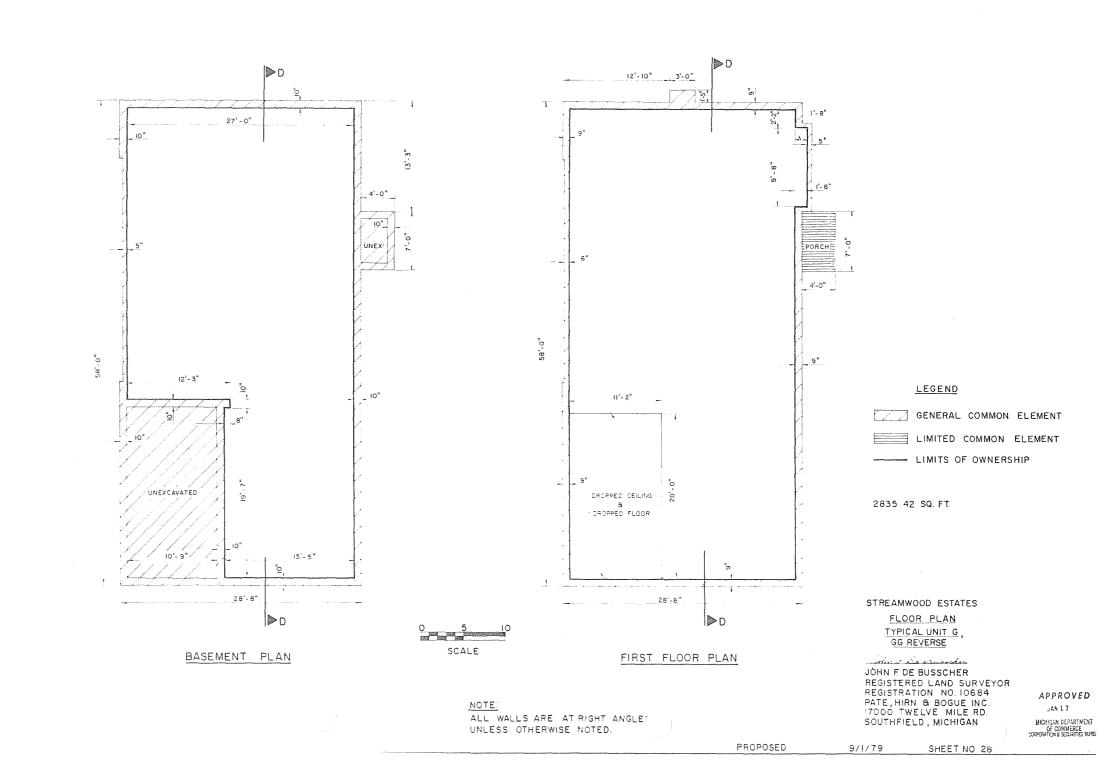
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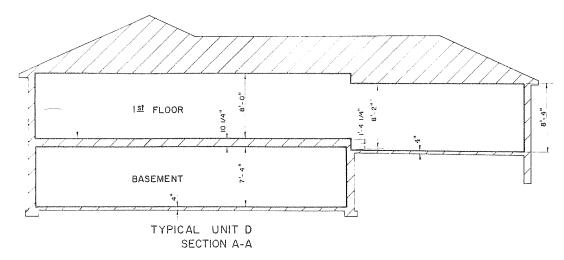


PROPOSED

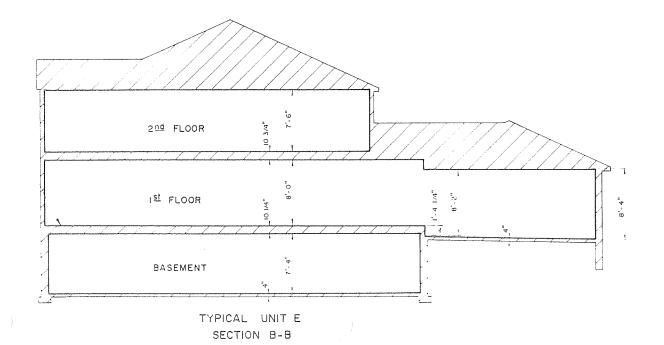
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SHEET NO. 27





FIRST FLOOR ELEVATIONS ARE GIVEN ON THE PERIMETER PLAN



LEGEND

GENERAL COMMON ELEMENT

- LIMITS OF OWNERSHIP

STREAMWOOD ESTATES

SECTION PLANS

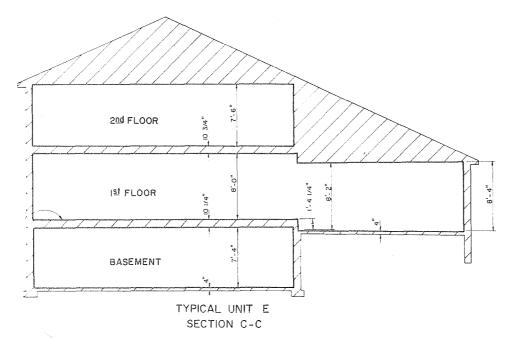
TYPICAL UNITS D & E DD & EE REVERSE

JOHN F DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD SOUTHFIELD, MICHIGAN

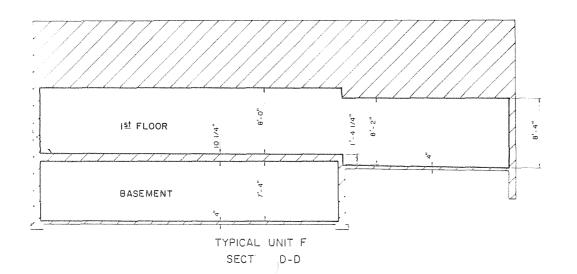


SCALE





FIRST FLOOR ELEVATIONS
ARE GIVEN ON THE PERIMETER
PLAN



LEGEND

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

STREAMWOOD ESTATES

SECTION PLANS

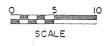
TYPICAL UNITS E&F EE & FF REVERSE

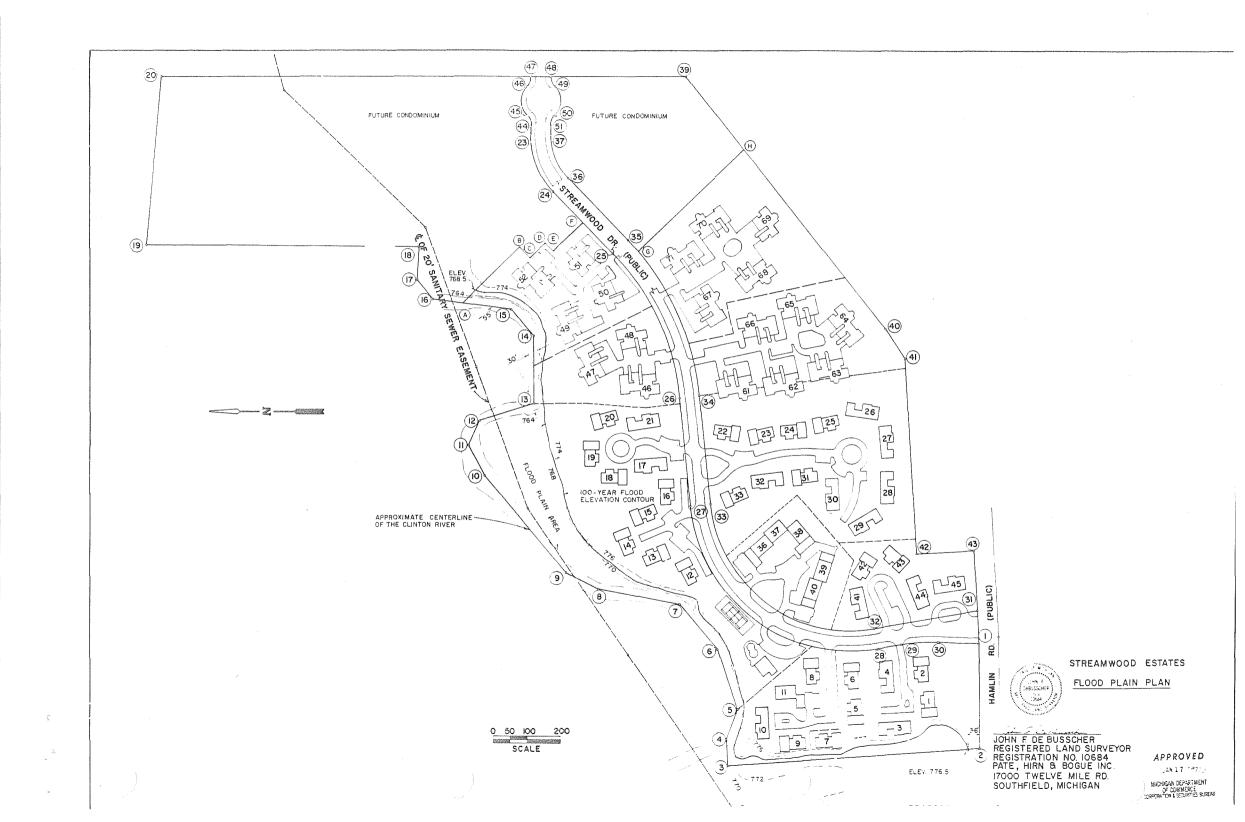
JÓHN F. DE BUSSCHER
REGISTERED LAND SURVEYOR
REGISTRATION NO. 10684
PATE, HIRN & BOGUE INC.
17000 TWELVE MILE RD.
SOUTHFIELD, MICHIGAN

APPROVED

JAN 17

MICHIGAN DEPARTMENT
OF COMMERCE
CORPORATION & SECURITIES BUREAU





EIGHTH AMENDMENT TO MASTER DEED OF STREAMWOOD ESTATES

RECORDED IN LIBER 7796, PAGE 727, OAKLAND COUNTY RECORDS, ON JUNE 4,1980

Streamwood Estates Association, a Michigan non-profit corporation, being the entity responsible for the administration of Streamwood Estates, a Condominium Project established pursuant to the Master Deed thereof, recorded on May 22, 1974, in Liber 6925, Pages 308 through 352; First Amendment to the Master Deed recorded on September 19, 1975, in Liber 6541, Pages 296 through 325; Second Amendment to the Master Deed recorded on November 23, 1976, in Liber 6801, Pages 552 through 570; Third Amendment to the Master Deed recorded on November 14, 1977, in Liber 7064, Pages 874 through 894; Fourth Amendment to the Master Deed recorded on April 27, 1978, in Liber 7185; Page 551; Fifth Amendment to the Master Deed recorded on May 23, 1978, in Liber 7206, Pages 718 through 738; Sixth Amendment to ne Master Deed recorded on May 31, 1979, in Liber 7523, Pages 366 through 394; and Seventh Amendment to the Master Deed recorded on February 21, 1980, in Liber 7735, Pages 141 through 170, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 178, upon consent of more than 60% of all Co-owners hereby amends the Condominium Bylaws of Streamwood Estates pursuant to the authority reserved in Article VIII of said Condominium Bylaws for the purpose of enabling the Condominium Association to assess monetary fines for violations of the Condominium Documents. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Condominium Bylaws, being Exhibit A to the Master Deed of Streamwood Estates, shall be amended in the following manner:

- Article XI, Section 1 of said Condominium Bylaws of Streamwood Estates shall be amended by the addition of subsection (d) as set forth below.
 - The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fines may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article II, Section 4 of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Coowners as prescribed in said Article II, Section 4, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25 for the second violation, \$50 for the third violation or \$100 for any subsequent violation.

In all respects, other than as hereinabove indicated, the original Master Deed of Streamwood Estates as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:	STREAMWOOD ESTATES ASSOCIATION, a Michigan non-profit corporation
/s/ Asa Sherwood III	
Asa Sherwood III	By: /s/ Don W. Myers
	Don W. Myers , President
/s/ Jeannine P. Gulian	
Jeannine P. Gulian	
STATE OF MICHIGAN)) SS.	
COUNTY OF MACOMB)	
On this <u>13th</u> day of <u>May</u> , 1980, was acknowledged before me by <u>Don W. Myers</u> ASSOCIATION, a Michigan non-profit corporation, or	the foregoing Eighth Amendment to Master Deed the President of STREAMWOOD ESTATES behalf of the corporation.
	/s/ Madalyn E. Beaupre
	Madalyn E. Beaupre Notary Public, Macomb County, Michigan My commission expires: 8/21/83
This Eighth Amendment to Master Deed drafted by:	

Robert L. Nelson Dykema, Gossett, Spencer, Goodnow & Trigg 35th Floor, 400 Renaissance Center Detroit, Michigan 48243 Vhen recorded, return to drafter

REPLAT NO. 7 OF OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178

EXHIBIT B TO THE AMENDED MASTER DEED OF STREAMWOOD ESTATES.A CONDOMINIUM AVON TOWNSHIP, MICHIGAN

DEVELOPER:

STREAMWOOD ESTATES, A MICHIGAN CO-PARTNERSHIP 30233 SOUTHFIELD RD SOUTHEIFI D MICHIGAN

SURVEYOR:

PATE, HIRN & BOQUE INC. 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

PROPERTY DESCRIPTION

A PARCEL OF LANC BEING PART OF THE S.E. I/4 OF SECTION 20 AND PART OF THE S.W. I/4 OF SECTION 21, T.3N. RILE.. AVON TOWNSHIP, CARLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT N 1º3436" W 60.02 FT. TO A POINT ON THE NORTHERLY GO FT. RIGHT-OF-WAY LINE OF HAMLIN ROAD, THENCE N 89°57'21" W 18.29 FT ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF HAMLIN ROAD FROM THE S.E. CORNER OF SAID SECTION 20; PROCEEDING THENCE N 89°57'21"W 313.75 FT., THENCE N 3°44'43"W 754.81 FT., THENCE N 86°15'17"E 79 90 FT TO THE APPROXIMATE CENTERLINE OF THE CLINTON RIVER THENCE ALONG THE SAID APPROXIMATE CENTERLINE OF THE CLINTON RIVER 568°44'58"E 96.57FT, AND N72°04'48"E 190.89FT; AND N49°52'15"E 175 74 FT, AND NII°02'07"E 245 E4 FT, AND N27°17'58"E 104.66 FT, AND N50°22'09"E 377.84 FT., AND N62°42' 02'E 104.66 FT., AND S65°40' 28"E 80 FT, AND S17°09' 09"E 169.54 FT, AND DUE EAST 202.00 FT, AND N 50°03'14' E 104.35 FT. ANC N 7"34"43"E 235.05 FT., AND N 50"59"54"E 73.24 FT. TO THE SOUTH LINE OF CHRISTIAN HILLS NO. 3 SUB. (L 83. = 58 I6), THENCE ALONG THE SAID SOUTH LINE S 87°06'00"E 100.00 FT. TO THE EAST LINE OF CHRISTIAN HILLS 'WE 3 SUB ; THENCE ALONG THE SAID EAST LINE N 0° 43'00"E BIB.19 FT. TO THE SOUTH LINE EYSTER'S AVON ESTATES SUB. (L.58, P.3), THENCE ALONG THE SAID SOUTH LINE 584°24'09"E 510.20 FT., THENCE S 0° 19' 46" W 1097 79 FT; THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 42.00 FT. ARC 33.06 FT., CENTRAL ANGLE 45°05'57", CHORD BEARING AND DISTANCE N 67°07'15" W 32.21 FT., THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FT, ARC 94.46 FT, CENTRAL ANGLE 90°11'54", CHORD BEARING AND DISTANCE N 89° 40'14"W 85.00 FT. THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 42.00 FT, ARC 33 06 FT, CENTRAL ANGLE 45°05'57", CHORD BEARING AND DISTANCE S 67°46'48"W 32.21 FT; THENCE N 89° 40' 4" 24.49 FT. TO A POINT OF CURVATURE, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 260 00 FT, ARC 198.66 FT, CENTRAL ANGLE 43°46'40", CHORD BEARING AND DISTANCE S 58°26'26"W 193, 86 FT.; THENCE S 46" 33" O6" W 255,00 FT TO A POINT OF CURVATURE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 730.00 FT., ARC 484.15 FT., CENTRAL ANGLE 36°00'00", CHORD BEARING AND DISTANCE S 65°33'06"W 475 33 FT; THENCE S 84°33'06"W 325.00 FT TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FT., ARC 789.59 FT., CENTRAL ANGLE 94°15'00", CHORD BEARING AND DISTANCE \$ 37° 25' 35' W 703.53 FT., THENCE \$ 9°41'54"E 70.00 FT. TO A POINT OF CURVATURE, THENCE ALONG A CURVE TO THE FIGHT HAVING A RADIUS OF 500.00 FT., ARC 109.59 FT. CENTRAL ANGLE 12°33'28" CHORD BEARING AND DISTANCE S 3° 25'10" E 109.37 FT.; THENCE S 2°51'34" W 125.36 FT TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 32 411 ACRES.

A PARCEL OF LANE BEING PART OF THE SIW I/4 OF SECTION 21, T.3.N., RITE, AVON TOWNSHIP, DAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT NIP 34'36"W GO.02 FT. TO A POINT ON THE NORTHERLY GOFT RIGHT-OF-WAY LINE OF HAMLIN ROAD, THENCE N 86°48'06"E 81.71 FT. ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF HAMLIN ROAD FROM THE SW CORNER OF SAID SECTION 21; PROCEEDING THENCE N 9°41'51" W 313 42 FT TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FT. ARC 690.89 FT. CENTRAL ANGLE 94°15'CO". CHORD BEARING AND DISTANCE N 37°25'36"E 615.59 FT; THENCE N 84°33'06"E 325.00 FT TO A POINT OF CURVATURE. THENCE ALONG A CURVETO THE LEFT HAVING A RADIUS OF 790.00 FT, ARC 523.95 FT, CENTRAL ANGLE 38°00'00" CHORD BEARING AND DISTANCE N 65° 33' 06"E 514.40 FT.; THENCE N 46° 33'06"E 255.00 FT TO A FOINT OF CURVATURE, THEMCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FT, ARC 152 61 FT, CENTRAL ANGLE 43" 46 40". C-DRC BEARING AND DISTANCE N 68"26"26"E 149.12 FT; THENCE 589" 40"14"E 24 49 FT TO A POINT OF DUPLATURE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 42 00 FT, ARC 33 06 FT, CENTRAL ANGLE 45°05'ST, CHORD BEARING AND DISTANCE \$ 67°07'15"E 32.21 FT, THENCE ON A CURVE TO THE LEFT HAYING 1 F11:S OF 60 DO FT, ARC 94.46 FT, CENTRAL ANGLE 90*1154, CHORC 864* NG AND DISTANCE S 89*40' 4'E 85 DO FT, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 42 DO FT, APC 33 OF FT, CENTRAL ANGLE 45*05 57*, CHORD BEARING AND DISTANCE N 67*46'48"E 32 21 FT, THENCE S 0*19 46'W 404 83 FT TO THE MOST-WESTERL' RIGHT-OF-WAY LINE OF THE GRAND TRUNK RAILROAD, 100 FT WD, THENCE ALONG THE SAID NORTHWESTERL: RIGHT-OF- WAY LINE ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 5°C 18 FT. ARC 955 42 FT. CENTRAL ANGLE 10°03'18", CHORD BEARING AND DISTANCE 552°04'06"W 964 8 FT. AN. 557503'09"W 106 33 FT. T-ENCE 5 86"48 09"W 584 92 FT; THENCE 5 3"11"51"E 173,00 FT, THENCE 5 86"48 06" # 79 6 FT TO THE POINT OF BEGINNING SAID PARCEL CONTAINING 22,444 ACRES.

SURVEYOR'S CERTIFICATE

I, JOHN F. DE BUSSCHER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN Nº 178, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I, FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HERE WITH, IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE - HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (*) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.



pan Fire Emseden JOHN F. DE BUSSCHER REGISTERED LAND SURVEYOR REDISTRATION NO 10684 17000 TWELVE MUE RD SOUTHFELD, M D- GAN

SHEET INDEX

COVER SHEET # 2. TOTAL PROJECT PLAN SURVEY PLAN 3A SURVEY PLAN 3B SURVEY PLAN * 3C SURVEY PLAN 3D SURVEY PLAN 3E SURVEY PLAN * 3F SURVEY PLAN # 3G SURVEY PLAN & 3H SLIPVEY PLAN * 3I SURVEY PLAN * 3J SURVEY PLAN 4. UTILITY PLAN 4A UTILITY PLAN 4B UTILITY PLAN 4C UTILITY PLAN 4D UTILITY PLAN 4E UTILITY PLAN *4F UTILITY PLAN #4G UTILITY PLAN 44H TITILITY PLAN #4T UTILITY PLAN # 4J UTILITY PLAN SITE PLAN 5A SITE PLAN 5B SITE PLAN 5C SITE PLAN 5D SITE PLAN

5E SITE PLAN

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+5G SITE PLAN

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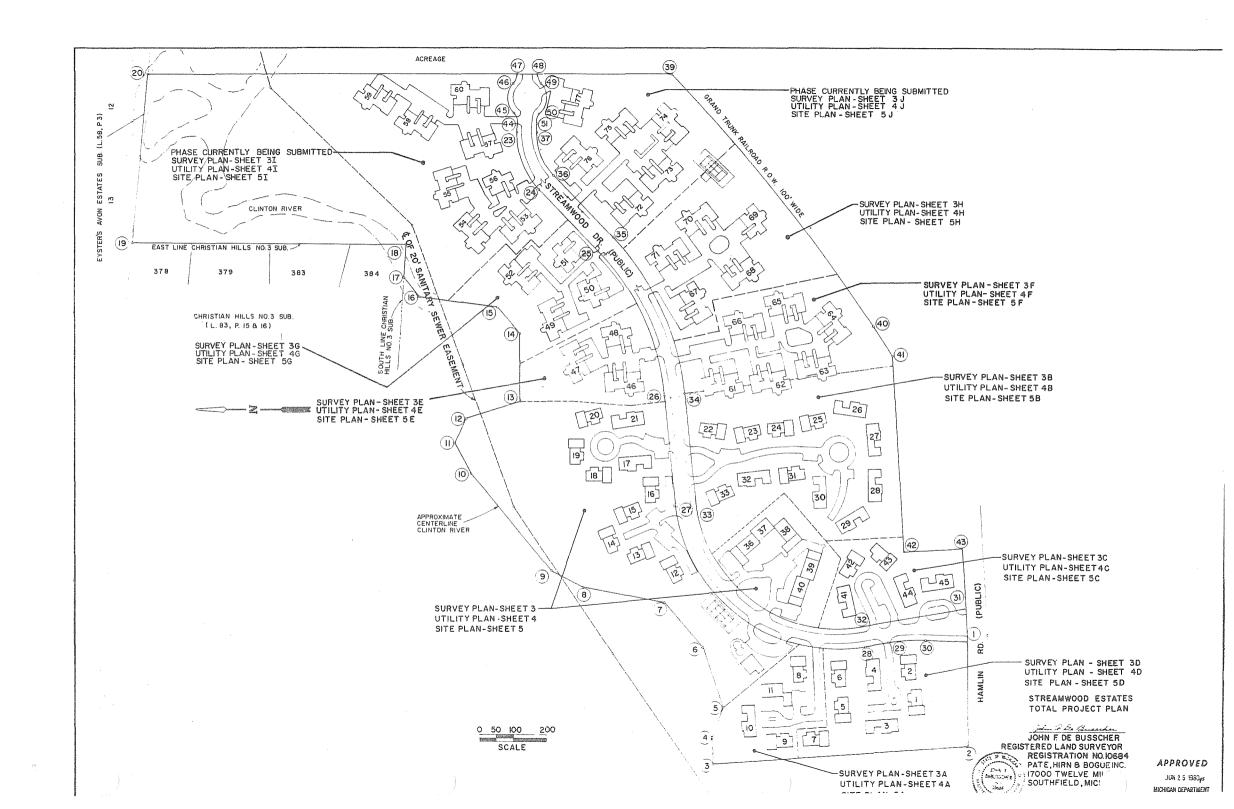
ST SITE PLAN

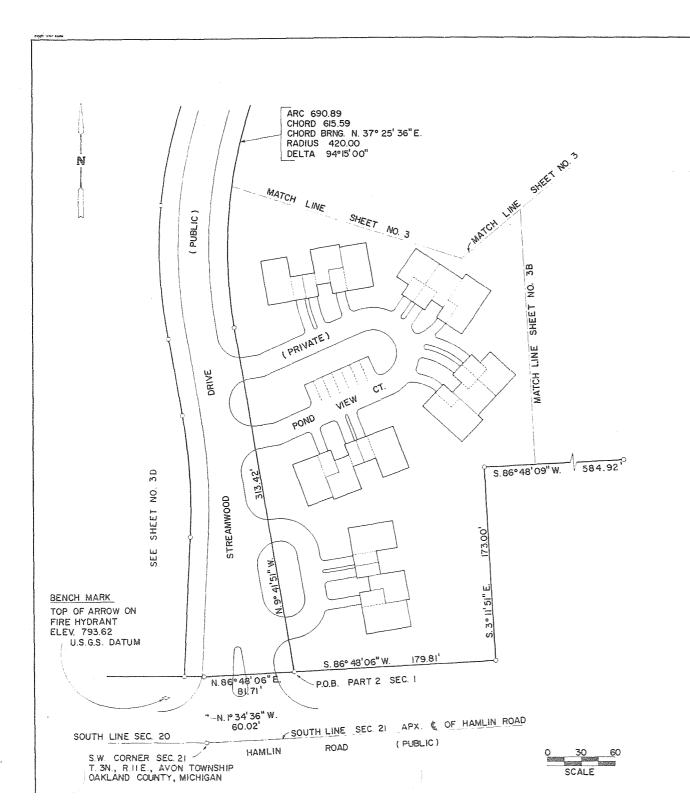
★5J SITE PLAN

- TOWNHOUSE FLOOR PLAN TYPICAL UNIT A.AA REVERSE
- TOWNHOUSE FLOOR PLAN TYPICAL UNIT B, BB REVERSE
- TOWNHOUSE FLOOR PLAN TYPICAL UNIT C,CC REVERSE
- CROSS SECTIONS & LONGITUDINAL SECTIONS TOWNHOUSE TYPICAL UNITS A, B & C & AA, BB & CC REVERSE
- IO. CROSS SECTIONS, TOWNHOUSE TYPICAL UNITS B & C, BB & CC REVERSE
- PERIMETER PLAN BLDGS 1, 2, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 18, 19, 20, 22 23, 24, 25, 31, 33, 42, 8 43
- TRIPLEX FLOOR PLAN TYPICAL UNIT X,XX REVERSE
- 13. TRIPLEX FLOOR PLAN TYPICAL UNIT Y, YY REVERSE TRIPLEX FLOOR PLAN TYPICAL UNIT Z. ZZ REVERSE
- CROSS SECTION & LONGITUDINAL SECTION, TRIPLEX TYPICAL
- UNITS X,Y, BZ B XX, YY B ZZ REVERSE
- I6 CROSS SECTION, TRIPLEX TYPICAL UNITS X & Z , XX & ZZ REVERSE 17 PERIMETER PLAN BLDGS 3,4,10,17, 21,26,27,28,29,30,32,41,44,8,45
- IB. FIRST FLOOR PLAN BLDGS 36,37 B 38
- 19. SECOND FLOOR PLAN BLDGS 36.37 8 38
- 20 FIRST FLOOR PLAN BLOGS 398 40 21 SECOND FLOOR PLAN BLOGS 398 40
- 22. FIRST & SECOND FLOOR PLAN BLDG !!
- CROSS SECTION & LONGITUDINAL SECTION BLDGS 11, 36,37, 38, 39 & 40
- # 24 PERIMETER PLANS BLDGS 46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,62,
- 25 FLOOR PLANS TYPICAL UNIT D 8 DO REVERSE 63,64,56,56,67,68,69,70,71,72
 26 FLOOR PLANS TYPICAL UNIT E8 EE REVERSE 73,74,75,76,877
- 27 FLOOR PLANS TYPICAL UNIT F & FF REVERSE 28 FLOOR PLANS TYPICAL UNIT G & GG REVERSE
- 29 CROSS SECTION, TYPICAL UNITS DBE DDBEE REVERSE
- 30 CROSS SECTION, TYPICAL UNITS FBG, FFBGG REVERSE
- ¥ 31 FLOOD PLAIN PLAN

STREAMWOOD ESTATES IS A MULTI-PHASE CONDOMINIUM PROJECT THE ASTERISK (+) INDICATES AMENDED OR NEW SHEETS WHICH ARE REVISED DATED 1-1-80 THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECOF DED.

APPROVED





SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.

1/1/80 DATE

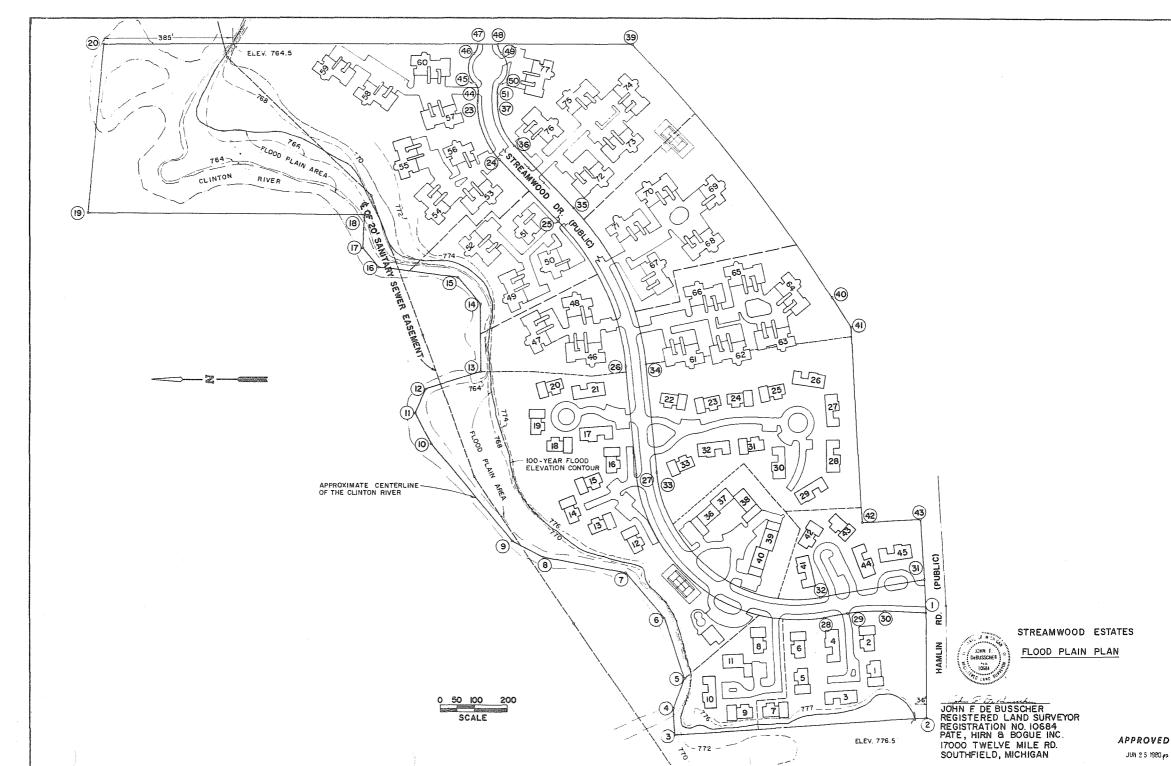
JOHN F DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

STREAMWOOD ESTATES

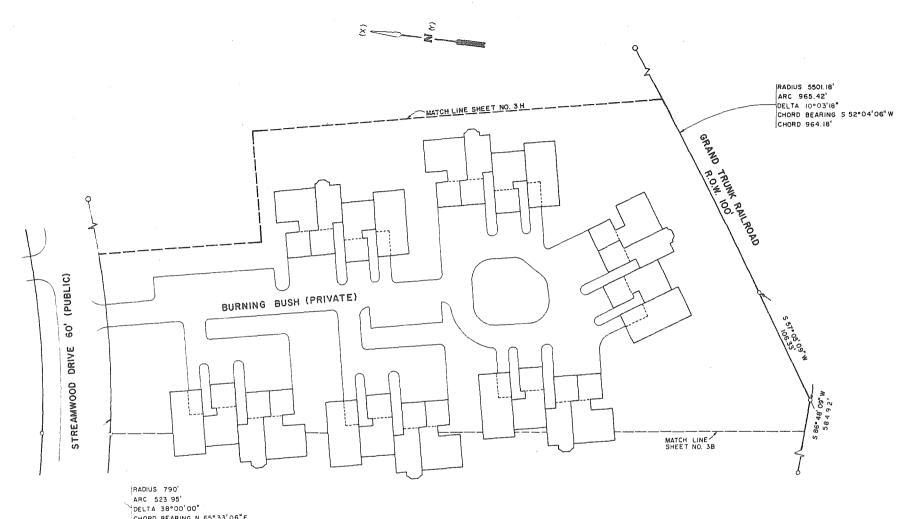
SURVEY PLAN

PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIELD, MICH

APPROVED
JUN 2 5 1980



APPROVED



CHORD BEARING N 65°33'06"E

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.

STREAMWOOD ESTATES SURVEY PLAN

ALL BEARINGS WERE BASED UPON THE EAST LINE OF "CHRISTIAN HILLS Nº 3" SUB., RECORDED IN

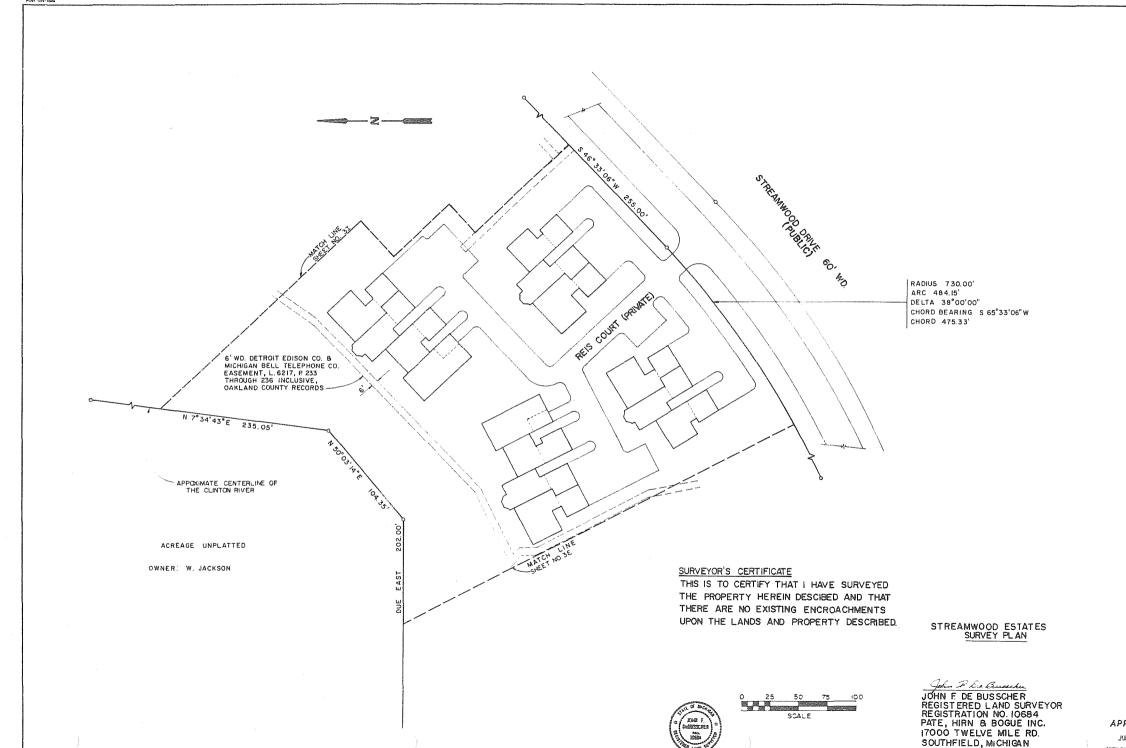
LIBER 83 PAGES 15 & 16 OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN.



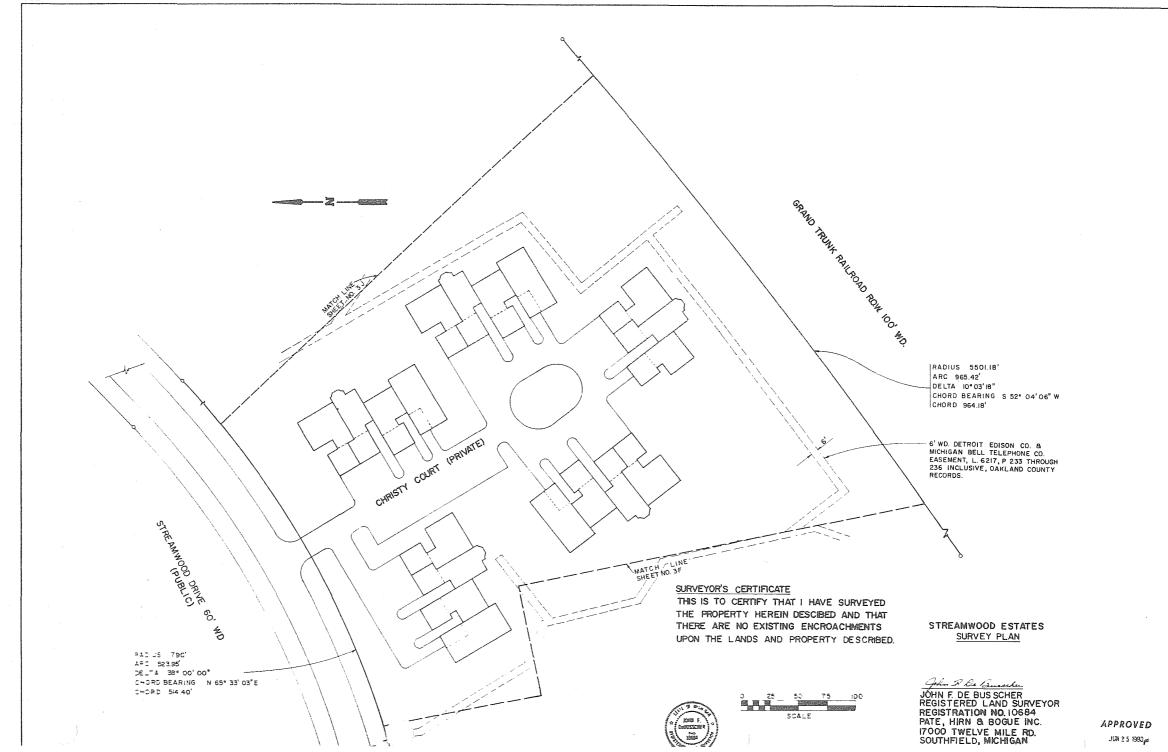


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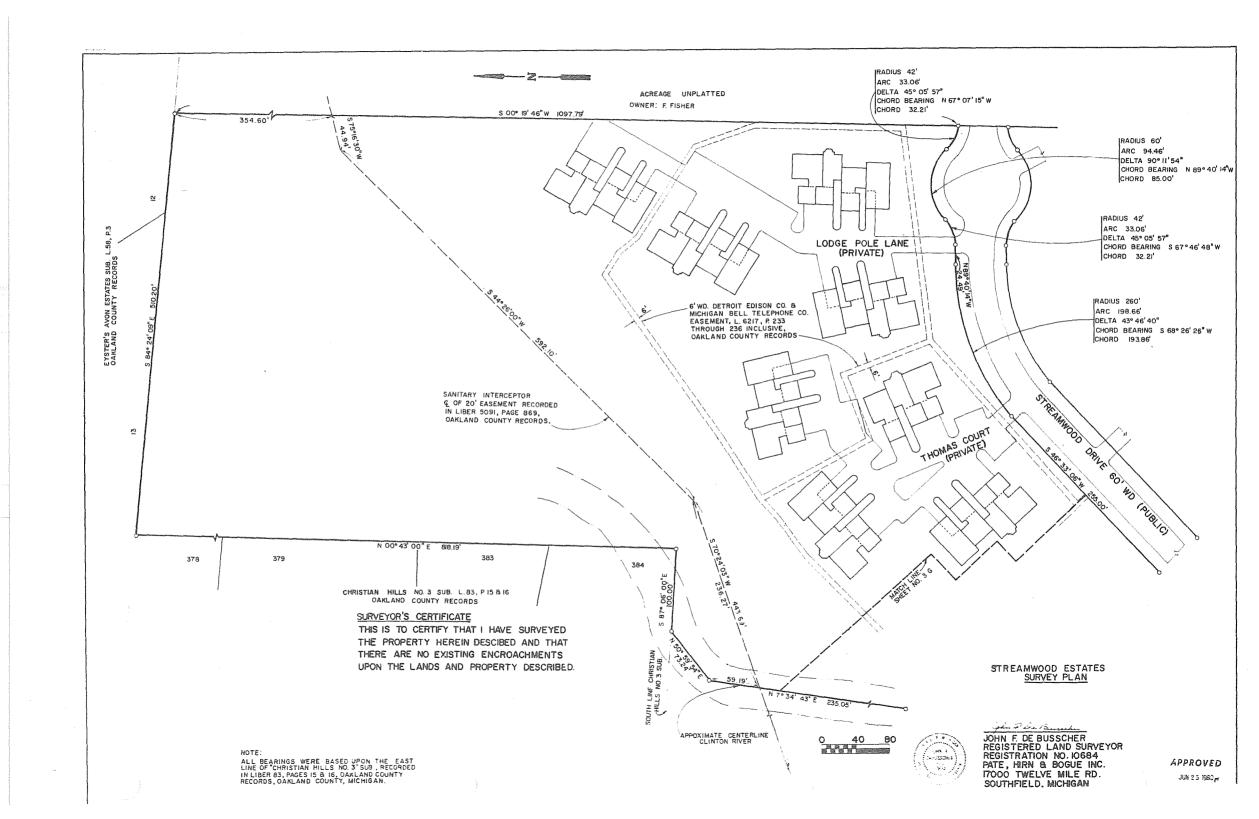
APPROVED JUN 2 5 1980,5

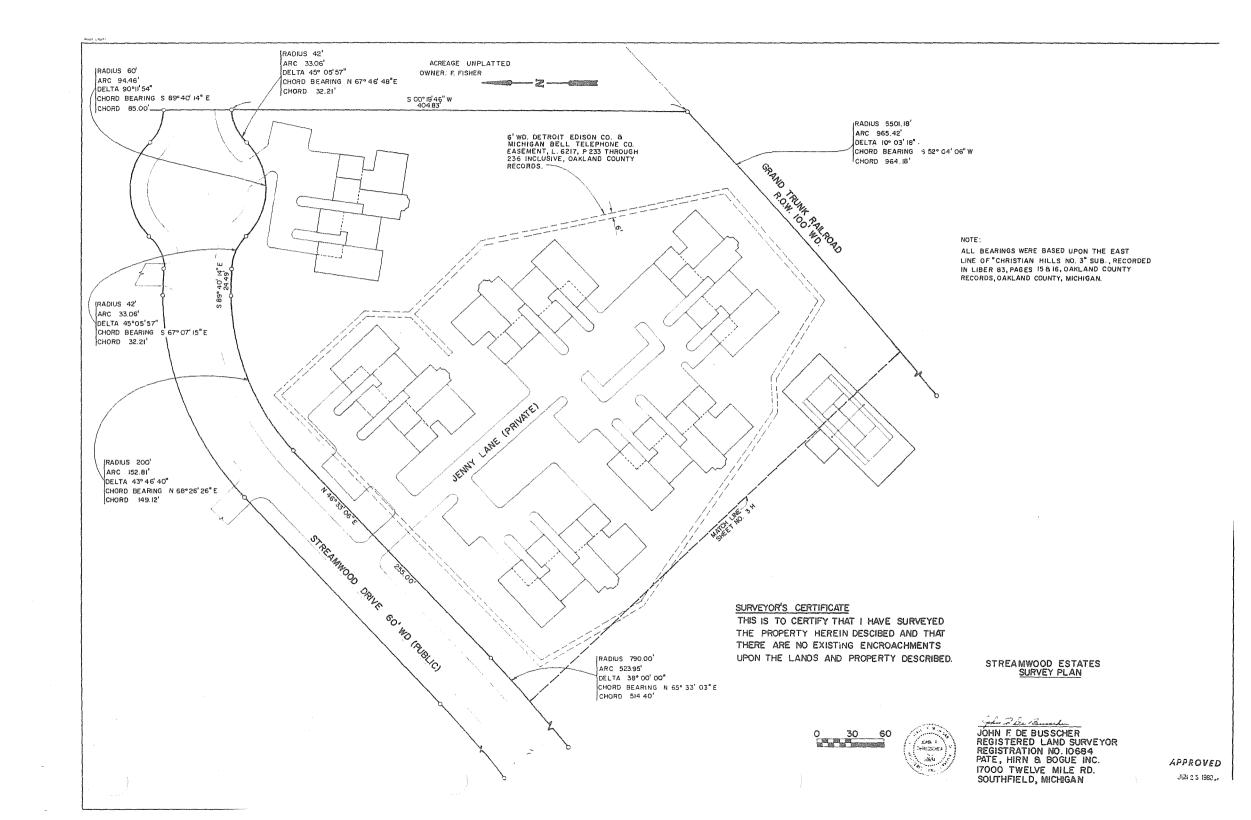


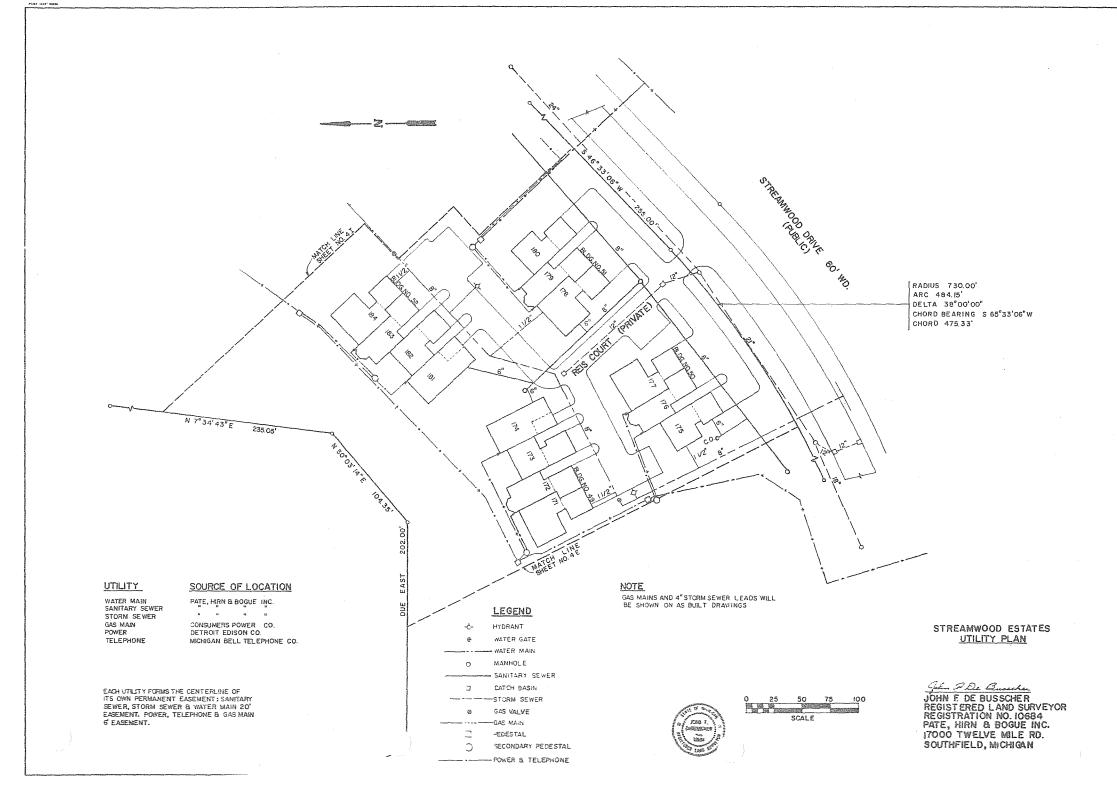
APPROVED
JUN 2 5 1980 p



JUN 2 5 1980 ps



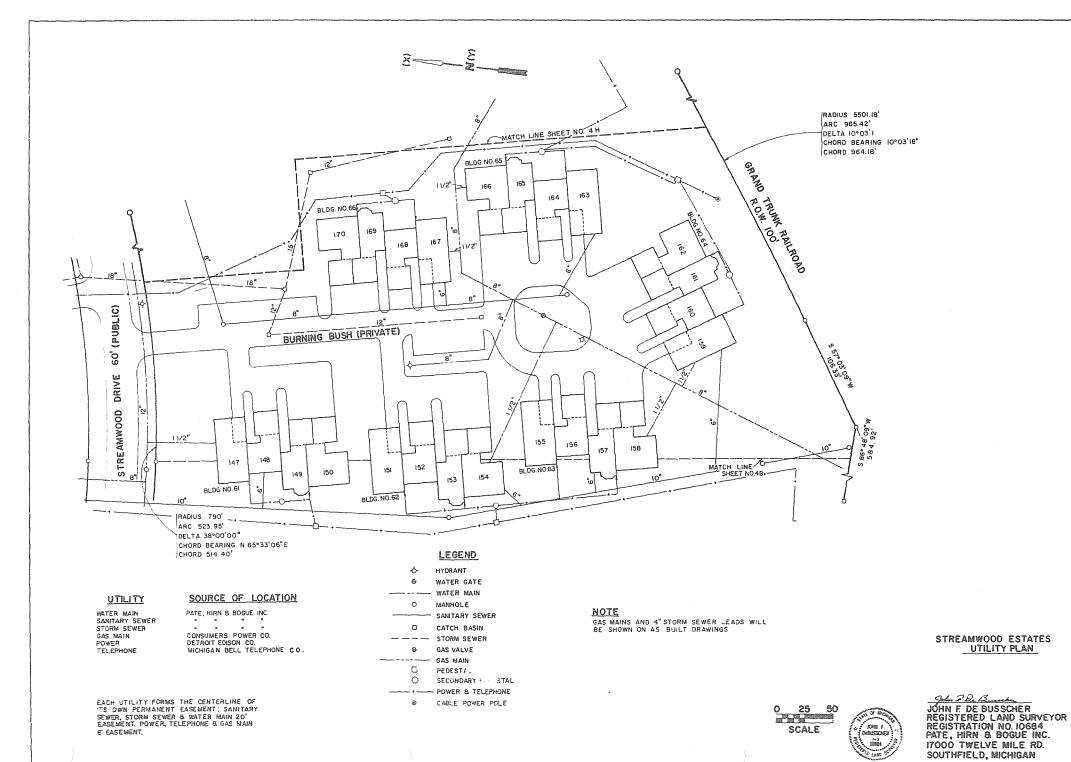




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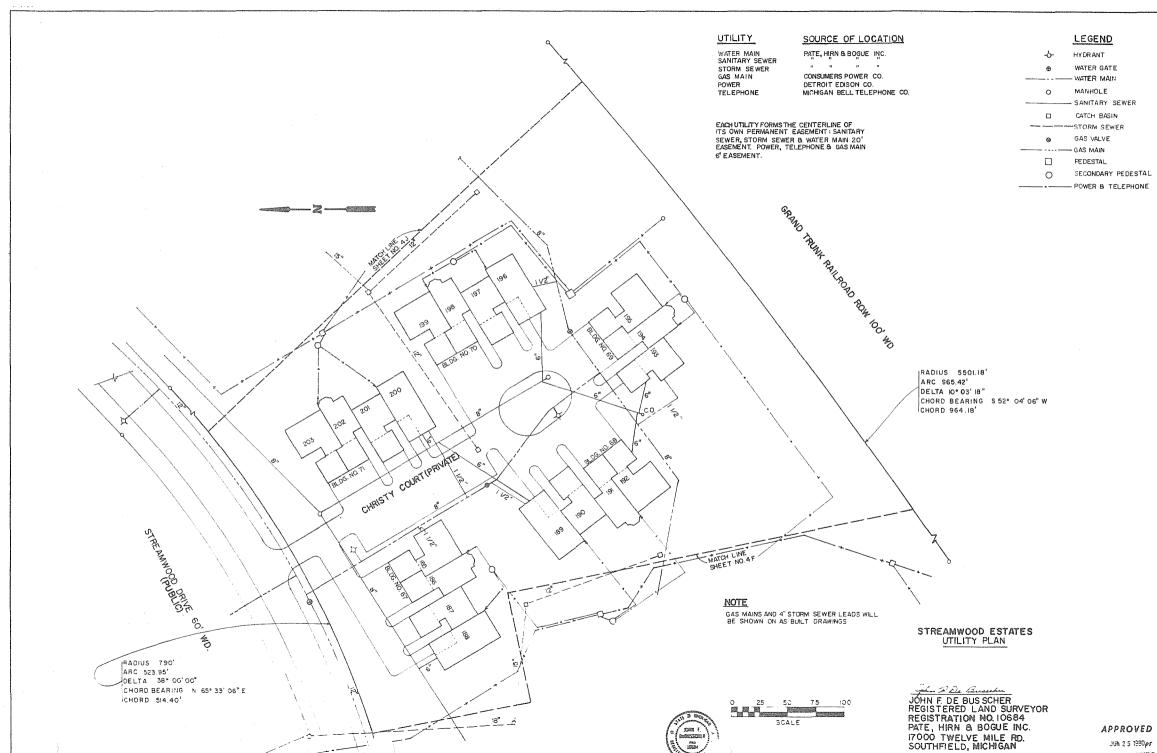
JUN 2 5 1980 p

MICHIGAN DEPARTMENT

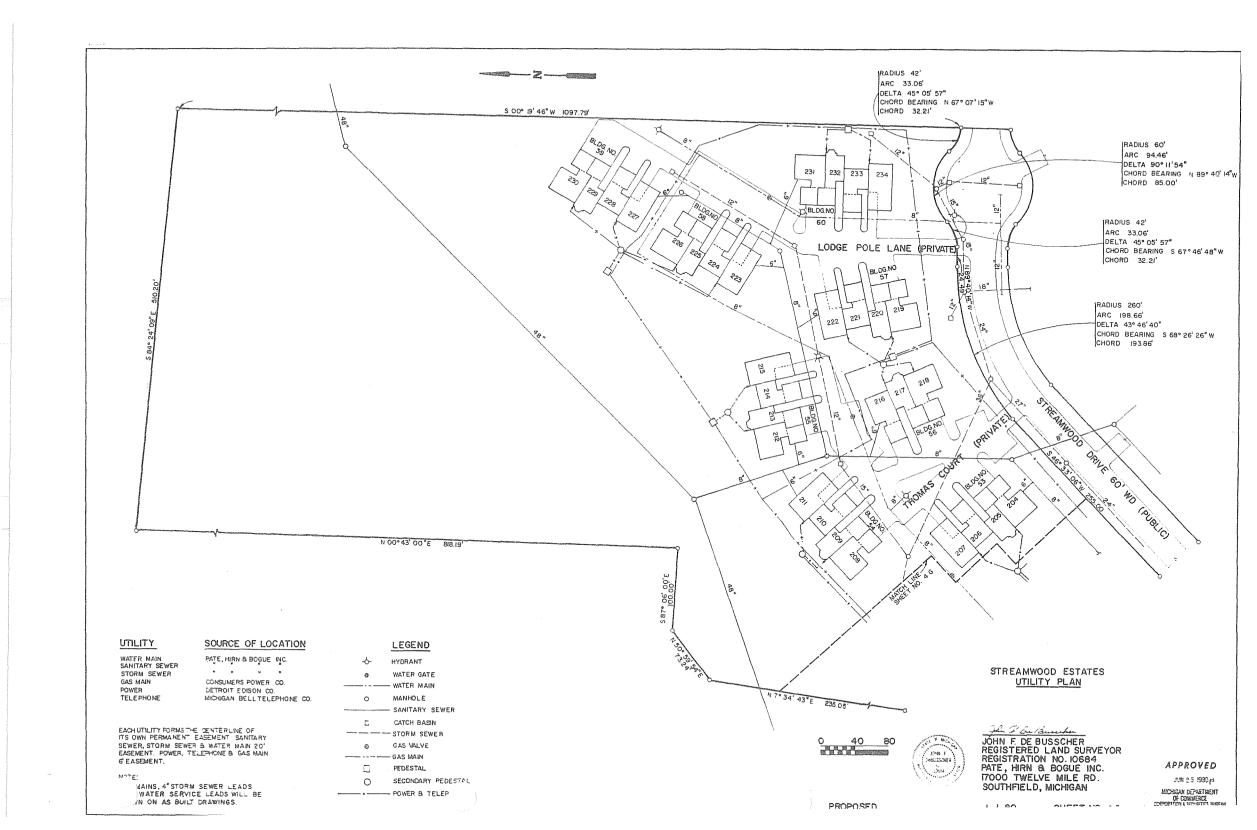


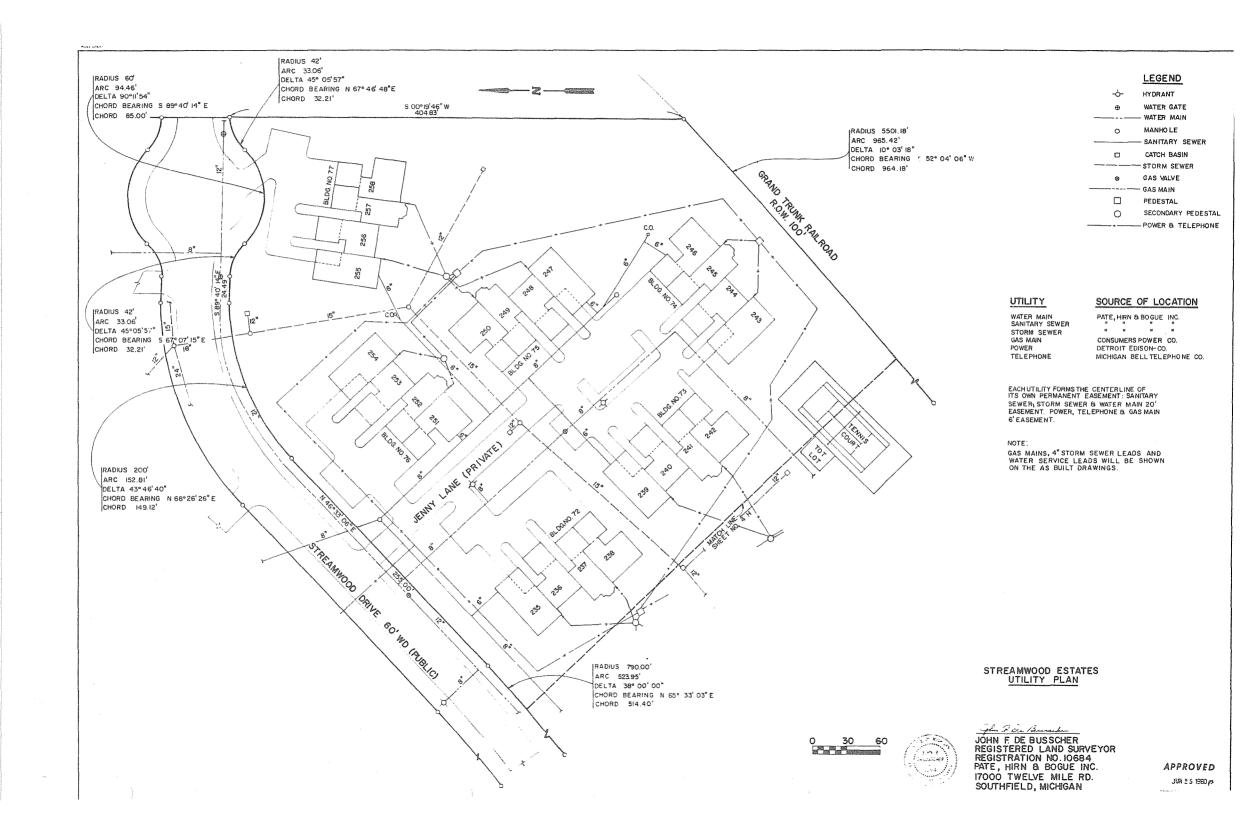
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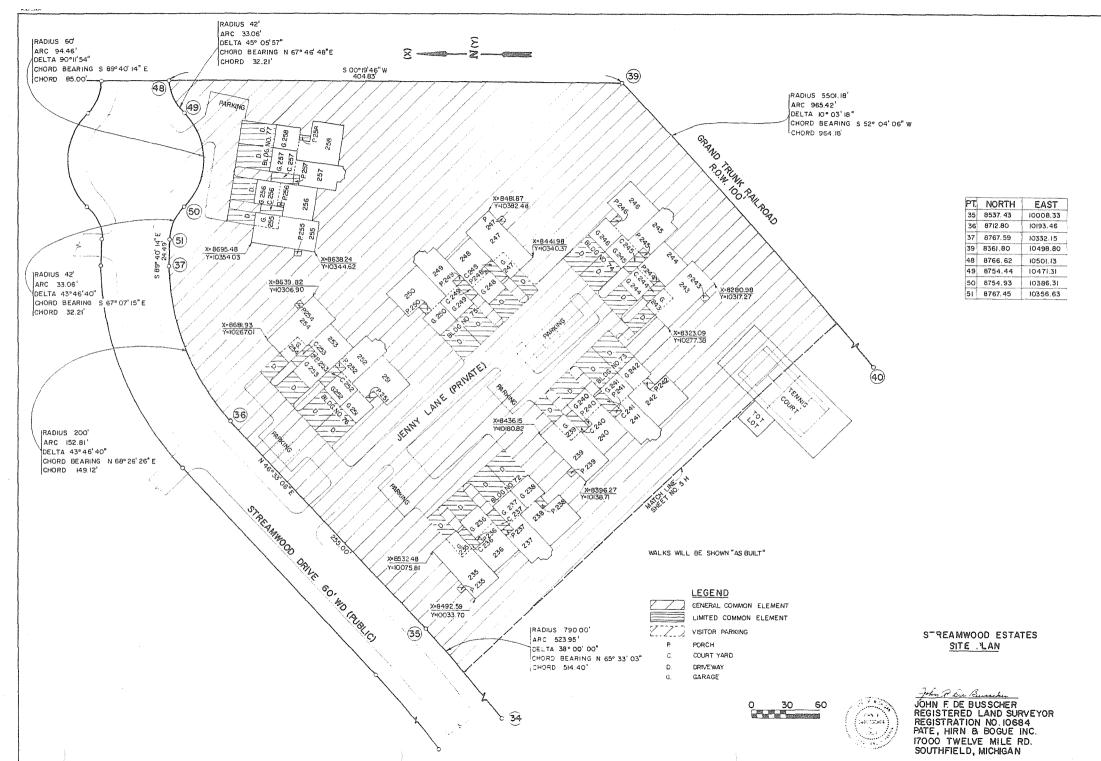
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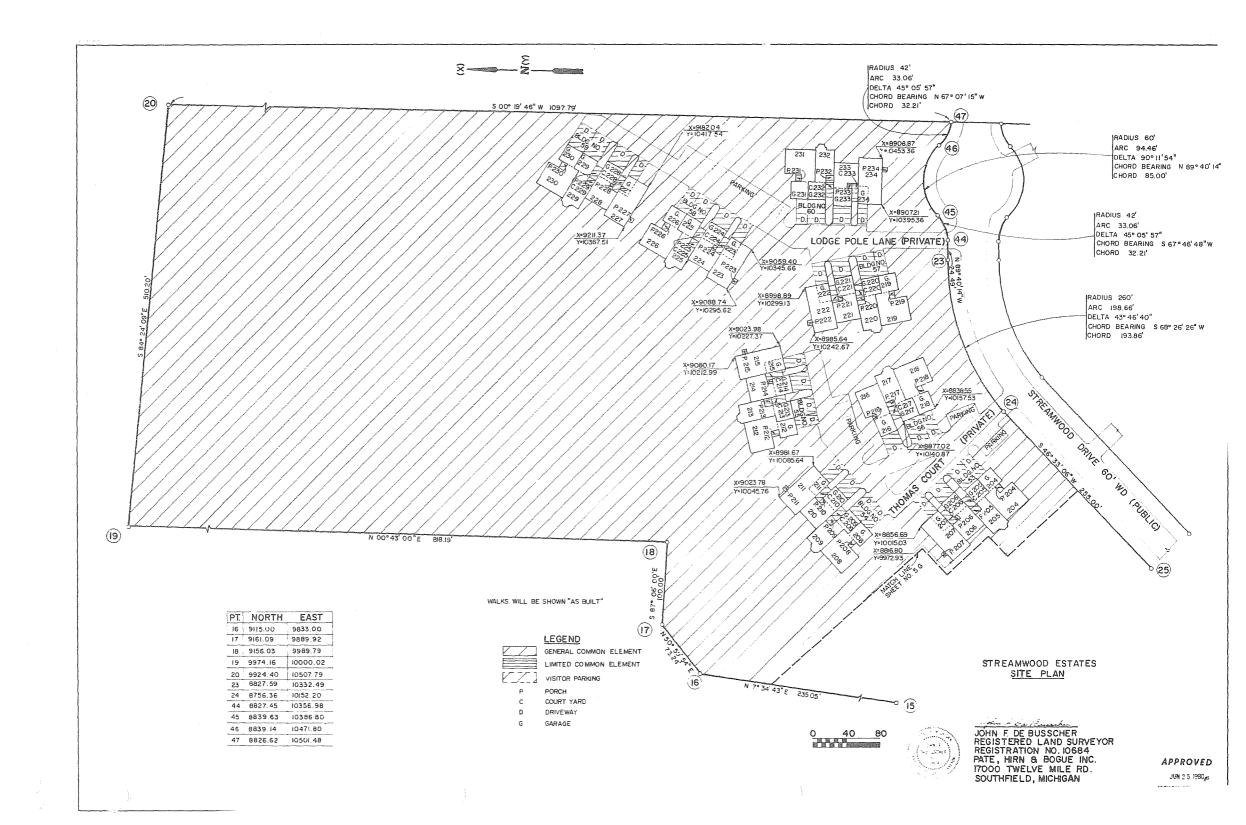
MICHIGAN DEPARTMENT

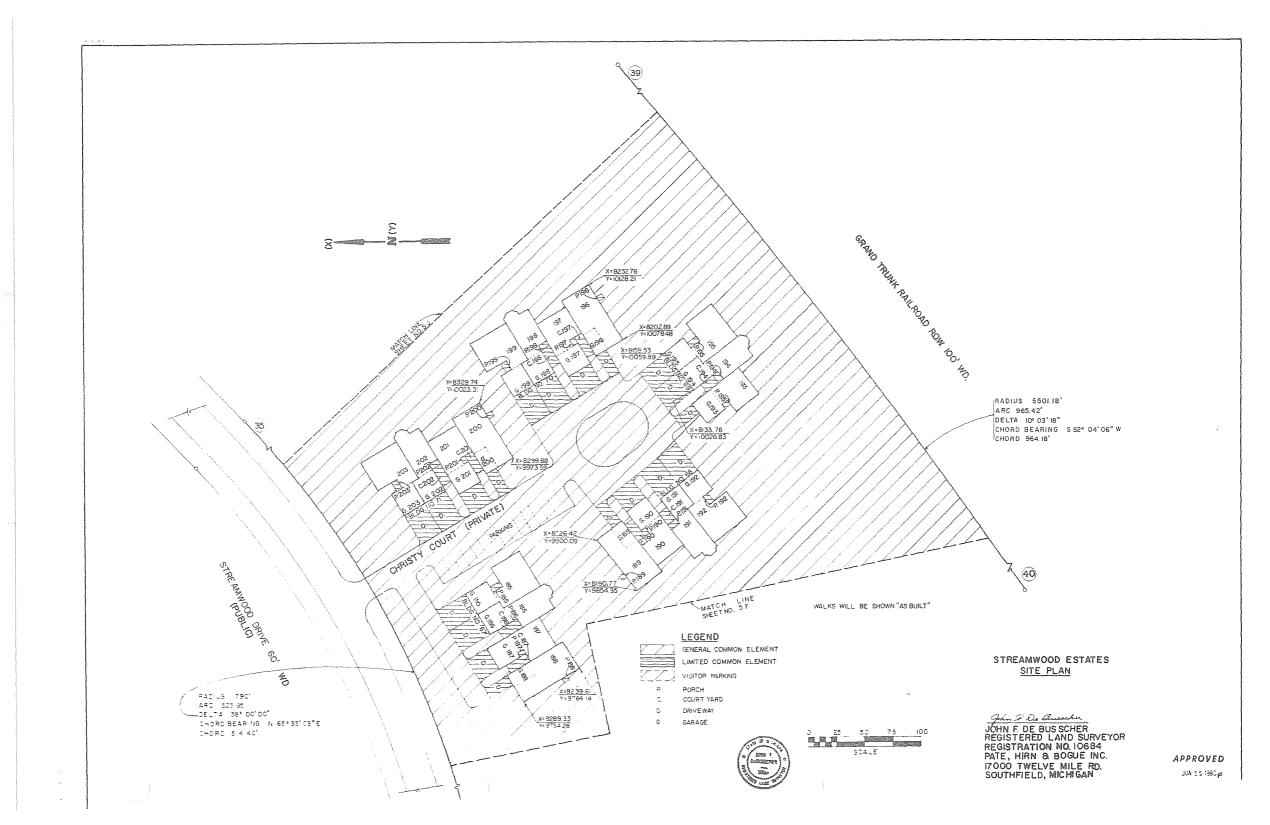


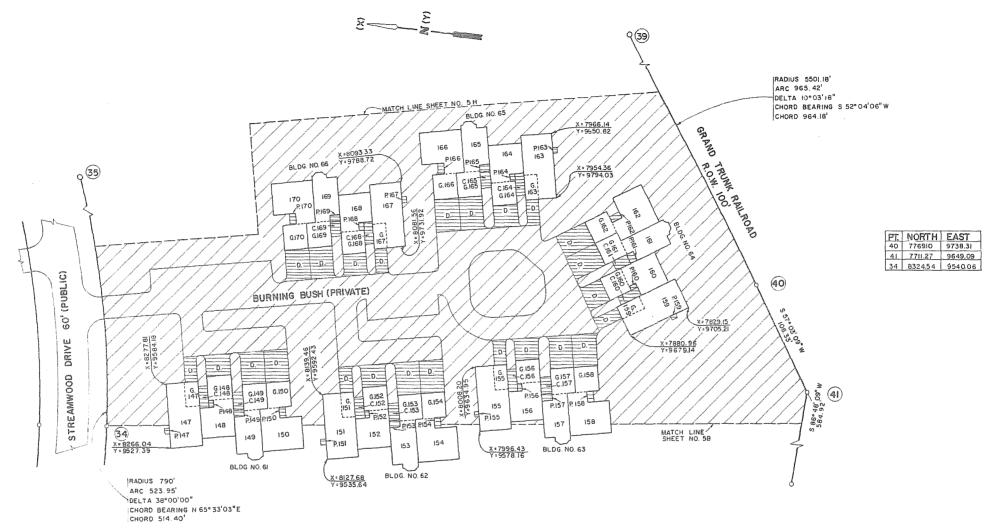




APPROVED







WALKS WILL BE SHOWN "AS BUILT"

LEGEND



GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT PORCH

COURT YARD

DRIVEWAY

GARAGE

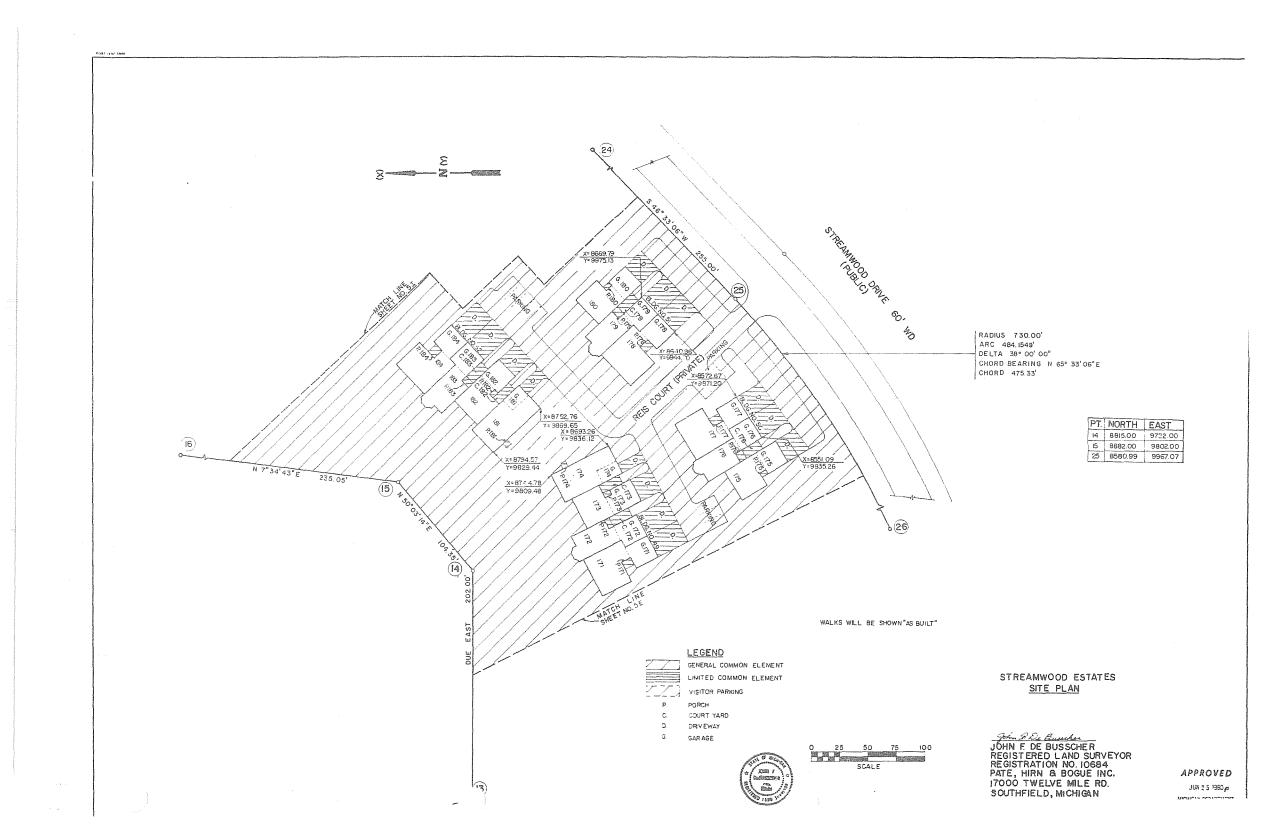
STREAMWOOD ESTATES SITE PLAN

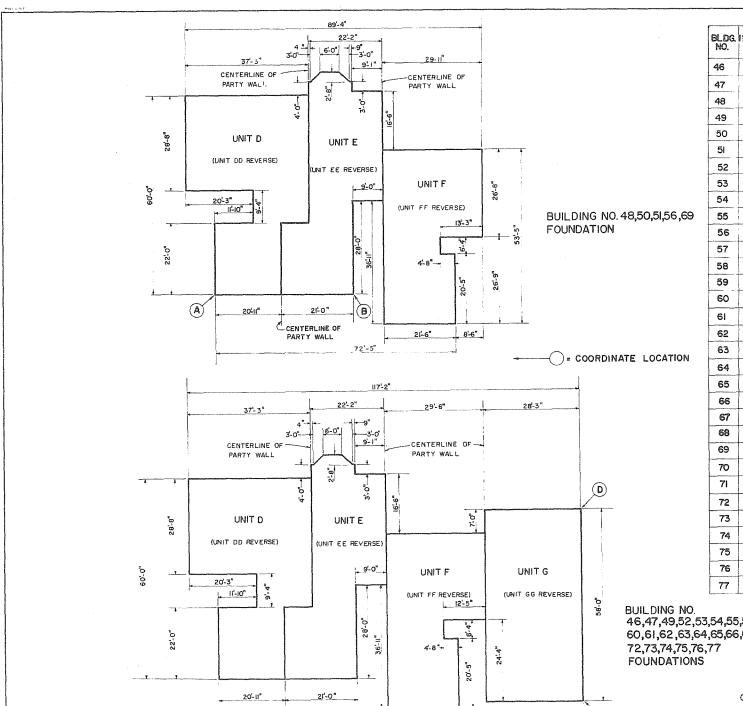




JOHN F DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

APPROVED JUN 2 5 1980₈5





CENTERLINE OF

PARTY WALL

21-6-7-8-28-8-

BL.DG	IS FL ELEV				UN	IT				COORDINATE
NO.	U.S.G.S.	D	DD	E	EE	F	FF	G	GG	LOCATION
46	780.69	136		137		138		139		Cap
47	780.19	140		141		142		143		CAD
48	781 .29	144	:	145		146				AAB
49	781.64	171		172		173		174		. C&D
50	779,19		177		176		175			A & B
51	778.39	178		179		180				A&B
52	778.89		184		183	_	182		181	C&D
53	778.39	204	<u> </u>	205		206		207		cap
54	777.19	208		209		210		211		Cad
55	777.19	212		213		214		215		C&D
56	777.39		218		217		216			AAB
57	776.39	219		220		221		222		CaD
58	776.39		226		225		224		223	CaD
59	775.19		230		229		228		227	Cap
60	-775.19	231		232		233		234		CaD
61	782.69	150		149		148		47		CaD
62	783.69	154		53		152	i	151		CAD
63	785.19	158		157		156	İ	155		CaD
64	785.69	162		161		160		159		CaD
65	784.19	166		165		164		163		CaD
66	783.19	170		169		168		167		C & D
67	781.69	185		186		187		188		CaD
68	781.69	192		191		190		189		C&D
69	782.19	195		194		193				AAB
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STREAMWOOD ESTATES PERIMETER PLANS





JOHN F DE BUSSCHER REGISTERED LAND SURVEYOR REGISTRATION NO. 10684 PATE, HIRN & BOGUE INC. 17000 TWELVE MILE RD. SOUTHFIELD, MICHIGAN

APPROVED JUN 2 5 1980 ps

NINTH AMENDMENT TO MASTER DEED STREAMWOOD ESTATES RECORD

RECORDED IN LIBER 7888, PAGE 193 THROUGH 219, OAKLAND COUNTY RECORDS, ON OCTOBER 22, 1980

Streamwood Estates, a Michigan co-partnership, being the Developer of Streamwood Estates, a Condominium Project established pursuant to the Master Deed thereof, recorded on May 22, 1974, in Liber 6295, Pages 308 through 352, and First through Eighth Amendments thereof, recorded in Liber 6541, Pages 296 through 325; Liber 6801, Pages 552 through 570; Liber 7064, Pages 874 through 894; Liber 7185, Page 551; Liber 7206, Pages 718 through 738; Liber 7523, Pages 366 through 394, Liber 7735, Pages 141 through 170 and Liber 7796, Page 727; respectively, Oakland County Records, and known as Oakland County Subdivision Plan No. 178, hereby amends the Master Deed of Streamwood Estates pursuant to the authority reserved in Articles VI and VIII of said Master Deed for the purposes of correcting a survey error in Sheet 3C and enlarging the Condominium Project from 203 Units to 258 Units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

A parcel of land being part of the Southwest 1/4 of Section 21, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being described as beginning at a point distant North 1° 34′ 36″ West, 60.02 feet to a point on the Northerly 60-foot right-of-way line of Hamlin Road; thence along the said Northly right-of-way line North 89° 57′ 21″ West, 18.29 feet; thence North 2° 51′ 34″ East, 125.36 feet; thence on a curve to the left having a radius of 500.00 feet, arc 109.59 feet, central angle 12° 33′ 28″, chord bearing and distance North 3° 25′ 10″ West, 109.37 feet; thence North 9° 41′ 54″ West, 70.00 feet; thence on a curve to the right having a radius of 480.00 feet, arc 789.59 feet, central angle 94° 15′ 00″, chord bearing and distance North 37° 25' 36" East, 703.53 feet; thence North 84° 33' 06" East, 325.00 feet; thence on a curve to the left having a radius of 730 feet, arc 484.15 feet, central angle 38° 00′ 00″, chord bearing and distance North 65° 33′ 06″ East, 475.33 feet; thence North 46° 33′ 06″ East, 126.93 feet from the Southwest corner of said Section 21; proceeding thence North 43° 27′ 28" West 114.83 feet; thence North 46° 33′ 06″ East, 34.50 feet; thence North 43° 26′ 54″ West, 67.32 feet; thence North 46° 33' 06" East, 43.05 feet; thence North 43° 26' 54" West, 244.79 feet to the approximate centerline of the Clinton River; thence along the said centerline North 7° 34" 43' East, 84.17 feet and North 50° 59' 54" East, 73.24 feet to the South line of Christian Hills No. 3 Subdivision (Liber 83, Pages 15 and 16); thence along the said South line South 87° 06' 00" East, 100.00 feet to the East line of Christian Hills No. 3 Subdivision; thence along the said East line North 0° 43′ 00″ East, 818.19 feet to the South line of Eyster's Avon Estates Subdivision (Liber 58, Page 3); thence along the said South line South 84° 24′ 09″ East, 510.20 feet; thence South 0° 19′ 46″ West, 1097.79 feet; thence on a curve concave to the Northeast having a radius of 42.00 feet, arc 33.06 feet, central angle 45° 05′ 57″, chord bearing and distance North 67° 07′ 15″ West, 32.21 feet; thence along a curve to the left having a radius of 60.00 feet, arc 94.46 feet; central angle 90° 11′ 54″, chord bearing and distance North 89° 40′ 14″ West, 85.00 feet; thence along a curve to the right having a radius of 42.00 feet, arc 33.06 feet, central angle 45° 05′ 57″, chord bearing and distance South 67° 46′ 48″ West, 32.21 feet; thence North 89° 40′ 14" West, 24.49 feet to a point of curvature; thence along a curve to the left having a radius of 260.00 feet, arc 198.66 feet, central angle 43° 46′ 40″, chord bearing and distance South 68° 26′ 26" West, 193.86 feet; thence South 46° 33' 06" West, 128.07 feet to the Point of Beginning.

and

A parcel of land being part of the Southwest 1/4 of Section 21, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being described as beginning at a point distant North 1° 34′ 36″ West, 60.02 feet to a point on the Northerly 60-foot right-of-way line of Hamlin Road; thence along said Northerly right-of-way line North 86° 48′ 06″ East, 261.52 feet; thence North 3° 11′ 51″ West, 173.00 feet; thence North 86° 48′ 09″ East, 584.92 feet to the Northerly right-of-way line of the Grand Trunk Railroad 100 feet wide; thence along said Northerly right-of-way line North 57° 03′ 09″ East, 106.33 feet; and on a curve to the left having a radius of 5501.18 feet, arc 677.91 feet, central angle 7° 03′ 38″, chord bearing and distance North 53° 33′ 56″ East, 677.48 feet from the Southwest corner of said Section 21; proceeding thence North 43° 26′ 54″ West, 456.55 feet; thence along a curve concave to the Northwest having a radius of 790.00 feet, arc 52.04 feet, central angle 3° 46′ 27″, chord bearing and distance North 48° 26′ 20″ East, 52.03 feet; thence North 46° 33′ 06″ East, 255.00 feet to a point of curvature; thence along a curve to the right having a radius of 200.00 feet, arc 152.81 feet, central

angle 43° 46′ 40″, chord bearing and distance North 68° 26′ 26″ East, 149.12 feet; thence South 89° 40′ 14″ East, 24.49 feet to a point of curvature; thence along a curve to the right having a radius of 42.00 feet, arc 33.06 feet, central angle 45° 05′ 57″, chord bearing and distance South 67° 07′ 15″ East, 32.21 feet; thence along a curve to the left having a radius of 60.00 feet, arc 94.46 feet, central angle 90° 11′ 54″, chord bearing and distance South 89° 40′ 14″ East, 85.00 feet; thence along a curve to the right having a radius of 42.00 feet, arc 33.06 feet, central angle 45° 05′ 57″, chord bearing and distance North 67° 46′ 48″ East, 32.21 feet; thence North 0° 19′ 46″ East, 404.83 feet to the Northwesterly right-of-way line of the Grand Trunk Railroad 100 feet wide; thence along the said Northwesterly right-of-way line on a curve concave to the Northwest having a radius of 5501.18 feet, arc 287.51 feet, central angle 2° 59′ 40″, chord bearing and distance South 48° 32′ 17″ West, 287.47 feet to the Point of Beginning.

2. Seventh Amended Article V-C of said Master Deed of Streamwood Estates as set forth below, shall replace and supersede Sixth Amended Article V-C of the Master Deed as recorded, and the Sixth Amended Article V-C shall be of no further force or effect.

SEVENTH AMENDED ARTICLE V-C OF THE MASTER DEED OF STREAMWOOD ESTATES

ARTICLE V

- C. Set forth below are:
 - (a) Each Unit number as it appears on the Condominium Subdivision Plan
 - (b) The percentage of value assigned to each Unit.
- (c) The type of Unit for purposes of the occupancy limitation as set forth in Article VI, Section 1 of the Condominium Bylaws.

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	. ~	236	3-bedroom Townhouse	.462	
		237	3-bedroom Townhouse	.441	
***		238	2-bedroom Ranch	.405	ing in the state of the state o
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	Nh	240	3-bedroom Townhouse	.462	
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	C general and the first of property of	243	2-bedroom Ranch	.446	
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	A 19	247	2-bedroom Ranch	.446	
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"Tomas year	. 15	249	3-bedroom Townhouse	.441	
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		251	2-bedroom Ranch	.405	
BLDG	76	252	3-bedroom Townhouse	.441	
TITIO	16	253	3-bedroom Townhouse	.462	
displace shallow and the grown or the state of the state	ewproceration not account to the major small of the composition of the	254	2-bedroom Ranch	.446	
		255	2-bedroom Ranch	.446	
	MI	256	3-bedroom Townhouse	.462	
	/ (257	3-bedroom Townhouse	.441	
		258	2-bedroom Ranch	.405	

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- 3. Amended Sheets 1, 2, 3C, 3F, 3G, 3H, 4F, 4G, 4H, 5F, 5G, 5H, 24 and 31 of the Condominiuum Subdivision Plan of Stream Estates as attached hereto shall replace and supersede Sheets 1, 2, 3C, 3F, 3G, 3H, 4F, 4G, 4H, 5F, 5G, 5H, 24 and 31 of the Condominiuum Subdivision Plan of Streamwood Estates as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 2, 3C, 3F, 3G, 3H, 4F, 4G, 4H, 5F, 5G, 5H, 24 and 31 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.
- 4. Sheets 31, 3J, 41, 4J, 5I and 5J of the Condominium Subdivision Plan of Streamwood Estates, as unched hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Streamwood Estates, as amended.
- 5. Article IV-B of the Master Deed of Streamwood Estates shall be amended by the revision of subsection (6) and addition of subsection (12) as set forth below.
 - (6) The Co-owner of a townhouse, triplex or ranch (as designated in Article V-C of the Master Deed) may construct a patio not to exceed 180 square feet and patio fence, provided that written approval (which approval shall not be unreasonably withheld) of such patio or patio fence is obtained from the Board of Directors of the Association. Such approved patio and patio fence shall be restricted in use to the Co-owner of the townhouse, triplex or ranch which opens into such patio and patio fence.
 - (12) Each individual courtyard in the Project is restricted in use to the Co-owner of the apartment to which it is appurtenant as designated on Exhibit B attached hereto with numbers which correspond to the apartment to which such courtyard appertains.
 - 6. Article IV-C(1) of the Master Deed of Streamwood Estates shall be amended as set forth below.
 - (1) The costs of maintenance, repair and replacement of each patio, patio fence, courtyard, air conditioner and air-conditioner compressor described in Article IV B(6), B(12), B(7) and B(8), respectively, shall be borne by the Co-owner of the apartment serviced thereby.

In all respects, other than as hereinabove indicated, the original Master Deed of Streamwood Estates are retofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:	STREAMWOOD ESTATES, a Michigan co-partnership
/s/ Mary Ann Blome Mary Ann Blome /s/ Charlotte K. Reis Charlotte K. Reis	By: /s/ Donald G. VanEvery Donald G. VanEvery, Partner
STATE OF MICHIGAN) SS. COUNTY OF OAKLAND)	
The foregoing Ninth Amendment to Master Deed of this 8th day of September 1980, by Dor ESTATES, a Michigan co-partnerhip, on behalf of the	
	/s/ Charlotte K. Reis
	Notary Public, <u>Oakland</u> County, Michigan My commission expires: <u>Sept. 6</u> , 1983
Ninth Amendment to Master Deed drafted by:	
Robert L. Nelson Dykema, Gossett, Spencer, Goodnow & Trigg 35th Floor, 400 Renaissance Center Detroit, Michigan 48243	

When recorded, return to drafter.

66/63

16ER8213 PAGE 803

TENTH AMENDMENT TO MASTER DEED OF STREAMWOOD ESTATES

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43029

Streamwood Estates, a Michigan co-partnership, being the Developer of Streamwood Estates, a Condominium Project established pursuant to the Master Deed thereof, recorded on May 22, 1974, in Liber 6295, Pages 308 through 352; First Amendment to the Master Deed recorded on September 19, 1975, in Liber 6541, Pages 296 through 325; Second Amendment to the Master Deed recorded on November 23, 1976, in Liber 6801, Pages 552 through 570; Third Amendment to the Master Deed recorded on November 1976, in Liber 6801, Pages 552 through 570; Third Amendment to the Master Deed recorded on November 14, 1977, in Liber 7064, Pages 874 through 894; Fourth Amendment to the Master Deed recorded on April 27, 1978, in 1 lber 7185, Page 551; Fifth Amendment to the Master Deed recorded on May 23, 1978, in Liber 7206, Pages 718 through 738; Sixth Amendment to the Master Deed recorded on May 31, 1979, in Liber 7523, Pages 366 through 394; Seventh Amendment to the Master Deed recorded on February 21, 1980, in Liber 7735, Pages 141 through 170; Eighth Amendment to the Master Deed recorded on June 4, 1980, in Liber 7796, Pages 727; and Ninth Amendment to the Master Deed recorded on October 22, 1980, in Liber 7888, Pages 193 through 219; Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 178, having obtained the consent of the Co-owners and mortgages to be affected, hereby amends the Master Deed of Streamwood Estates pursuant to the authority reserved in Article VIII of said Master Deed for the purpose of correcting percentages of value for Units 121 and 123 set forth in Article V-C of said Master Deed. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Master Deed shall be amended in the following manner:

The percentages of value for Unit 121 and for Unit 123 in Article V-C of the Master Deed for Streamwood Estates as revised in the Ninth Amendment to said Master Deed shall be reversed and reflected as follows:

Unit Number	Type of Unit	Percentage of Value Assigned
121	2-bedroom Triplex	,330
123	3-bedroom Triplex	,352

The percentage of value for all other Units shall remain unchanged by this Amendment.

In all respects, other than as hereinabove indicated, the original Master Deed of Streamwood Estates as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as l'xhibits A and II, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

Donna J. Hiltchins

Charlotte K. Reis

STATE OF MICHIGAN

COUNTY OF OAKLAND

STREAMWOOD ESTATES, a Michigan copartnership

Donald G. Vanleyer

SS.

The foregoing Tenth Amendment to Master Deed of Streamwood Estates was acknowledged before me this 15th day of July 1982, by Donald G. VanEvery, the Partner of STREAMWOOD ESTATES, a Michigan co-partnership, on behalf of the partnership.

Charlotte K, Reis Notary Public, Oakland County, Michigan

My commission expires: September 6, 1983

CHARLITTE K. REIS Hotory Public, Oakland County, Mich, My Commission Expires Bapt, 6, 1963 Tenth Amendment to Master Deed drafted by:

Dykema, Gossett, Spencer, Goodnow & Trigg 505 North Woodward Avenue, Suite 3000 Bloomfield Hais, Michigan 48013

When recorded, return to drafter

Robert L. Nelson of

11

MEISNER AND HODGDON. P.C.

ATTORNEYS AND COUNSELORS 30200 TELEGRAPH ROAD, SUITE 467 BINGHAM FARMS, MICHIGAN 48025-4506

> (313) 644-4433 Fax: (313) 644-2941

ROBERT M. MEISNER SAMUEL K. HODGDON HAL O. CARROLL

May 20, 1992

Kathleen A. LaBrosse McShane & Associates, Inc. 6230 Orchard Lake Rd., Suite 200 West Bloomfield, MI 48322

Re: Streamwood Estates Association/

Amendment to Articles of Incorporation

Dear Kathy:

Enclosed herewith you will please find the filed original of the Certificate of Amendment to the Articles of Incorporation, to be inserted into the corporate minute book. The Amendment was filed with the Michigan Department of Commerce on May 5, 1992, as indicated.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

MEISNER AND HODGDON P.C.

Samuel K. Hodgdon

Enclosure

cc:

(w/o encl) Robert Walker, President

Streamwood Estates Association

SKH:dmk2

c:\wp51\letters\stream.mcs

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization remitting fees:

Meisner and Hodgdon, P.C.

Meisner and Hodgdon, P.C. 30200 Telegraph Rd., Suite 467 Bingham Farms, MI 48025-4506 Preparer's name and business telephone number:

Meisner and Hodgdon, P.C.

(313) 644-4433

INFORMATION AND INSTRUCTIONS

- 1. The amendment cannot be filed until this form, or a comparable document, is submitted.
- 2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
 - Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
- 3. This document is to be used pursuant to the provisions of section 631 of the Act for the purpose of amending the articles of incorporation of a domestic profit or nonprofit corporation. Do not use this form for restated articles. A nonprofit corporation is one incorporated to carry out any lawful purpose or purposes not involving pecuniary profit or gain for its directors, officers, shareholders, or members. A nonprofit corporation organized on a nonstack directorship basis, as authorized by Section 302 of the Act, may or may not have members, but if it has members, the members are not entitled to vote.
- 4. Item 2 Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
- 5. Item 4 The article being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.
- 6. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
- 7. If the amendment is adopted before the first meeting of the board of directors, item 5(a) must be completed and signed in ink by all of the incorporators listed in Article V of the Articles of Incorporation. If the amendment is otherwise adopted, item 5(b) must be completed and signed in ink by the president, vice-president, chairperson, or vice-chairperson of the corporation.
- 9. Mail form and fee to:

Michigan Department of Commerce Corporation and Securities Bureau Corporation Division P.O. Box 30054 6546 Mercantile Way Lansing, MI 48909

Telephone: (517) 334-6302

\$5-515 (G-8R) (G	0501 ORGXF1 \$10
MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECUR	ITIES BUREAU
(FOR BUREAU USE ONLY)	Date Received MAY 0 1 1992
FILED	
MAY 05 1992	
Administrator MICHIGAN DEPT OF COMMERCE Corporation & Securities Bures	

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION For use by Domestic Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

? <u>.</u>	The present name of the corporation is: Streamwood Estates Associati The corporation identification number (CID)	on ass	igne	d by the	в	ureau	is: 8	5	5 - 0	0 4	
3.	The location of its registered office is:										
	6230 Orchard Lake Rd., Suite 200 (Street Address)		Wes	st Bloom	nfi	<u>eld</u>	(City)		, Michigan	4832 (ZIP C	
4.	Article X as follows:	of	the	Articles	of	Incor	poration	ı is	hereby xxxx	led waterak to	read
	See attached Page 2										
ether.											

a. [The foregoing amendment to the Articles of Incorporation was duly adopted on the	-
	of, 19, in accordance with the provisions of the Act by the unar consent of the incorporator(s) before the first meeting of the board of directors or trustees.	nimous
	Signed this day of,	19
	(Circal vaca of all incorporators, type or print name under each aireature)	
	(Signatures of <u>all</u> incorporators; type or print name under each signature)	
	¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬	
b. [•
b. [of, March , 19_92 . The amendment: (check one of the foll	owing
b. [owing ers if a by the
b. [of, March , 19_92. The amendment: (check one of the follows) was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholder profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or vote of the directors if a nonprofit corporation organized on a nonstock directorship basis	owing ers if a by the s. The
b. [of, March , 19_92. The amendment: (check one of the following was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholder profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or vote of the directors if a nonprofit corporation organized on a nonstock directorship basinecessary votes were cast in favor of the amendment. was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the shareholders or members if a nonprofit corporation, or vote of the directorship basinecessary votes were cast in favor of the amendment.	owing ers if a by the s. The and the an the he Act. (Note
b. [of, March , 19_92 . The amendment: (check one of the following was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholder profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or vote of the directors if a nonprofit corporation organized on a nonstock directorship basis necessary votes were cast in favor of the amendment. Was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act a corporation is a nonprofit corporation organized on a nonstock directorship basis. Was duly adopted by the written consent of the shareholders or members having not less the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Written notice to shareholders or members who have not consented in writing has been given. Written consent by less than all of the shareholders or members is permitted only if such profits.	owing; ers if a by the s. The an the an the ne Act. (Note:
b. [of, March , 19 92 . The amendment: (check one of the following was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholder profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or vote of the directors if a nonprofit corporation organized on a nonstock directorship basis necessary votes were cast in favor of the amendment. Was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act a corporation is a nonprofit corporation organized on a nonstock directorship basis. Was duly adopted by the written consent of the shareholders or members having not less the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Written notice to shareholders or members who have not consented in writing has been given. Written consent by less than all of the shareholders or members is permitted only if such programs in the Articles of Incorporation.) was duly adopted by the written consent of all the shareholders or members entitled to the sha	owing, ers if a by the s. The an the an the he Act. (Note: ovision wote in
b. [of, March , 19_92. The amendment: (check one of the follows was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholder profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or vote of the directors if a nonprofit corporation organized on a nonstock directorship basis necessary votes were cast in favor of the amendment. was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act a corporation is a nonprofit corporation organized on a nonstock directorship basis. was duly adopted by the written consent of the shareholders or members having not less the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Written notice to shareholders or members who have not consented in writing has been given. Written consent by less than all of the shareholders or members is permitted only if such programs in the Articles of Incorporation.) was duly adopted by the written consent of all the shareholders or members entitled to vaccordance with Section 407(3) of the Act.	owing, ers if a by the s. The an the an the he Act. (Note: ovision wote in

(Type or Print Name)

(Type or Print Title)

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE

ARTICLE X

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

- (A) A breach of the director's duty of loyalty to the Corporation or its members.
- (B) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law.
- (C) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended.
- (D) A transaction from which the director derived an improper personal benefit.
- (E) An act or omission occurring before the effective date of this Amendment.
- (F) An act or omission that is grossly negligent.

Section 2. The Corporation assumes all liability to any person other than the Corporation or its members for all acts or omissions of a volunteer director occurring on or after the effective date of this Amendment.

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

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

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



AMENDMENT TO ASSOCIATION BYLAWS **ARTICLE II, SECTION 2**

Approved at Annual Meeting of Members March 31, 1992

Commencing in 1993, annual meetings of members of the Association shall be held in May each year on such date and at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article III of these bylaws. The co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them.



AMENDMENT TO ARTICLES OF INCORPORATION ARTICLE X

Approved at Annual Meeting of Members March 31, 1992

ARTICLE X

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

- (A) A breach of the director's duty of loyalty to the Corporation or its members.
- (B) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law.
- (C) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended.
- (D) A transaction from which the director derived an improper personal benefit.
- (E) An act or omission occurring before the effective date of this Amendment.
- (F) An act or omission that is grossly negligent.

Section 2. The Corporation assumes all liability to any person other than the Corporation or its members for all acts or omissions of a volunteer director occurring on or after the effective date of this Amendment.

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

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

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



Enclosed you will find your copy of the recorded Eleventh Amendment to Master Deed.

THIS IS IMPORTANT INFORMATION!

Please keep this Amendment with your Original Condominium Documents, Master Deed & Bylaws.

If you ever sell your unit, this information must be passed on to the new owner.

This Eleventh Amendment is effective as of MARCH 23, 1998, the date of the recording of the Amendment.

5/5/98

\$ 81.60 NISCELLAMEDUS RECORDING \$ 2.00 REMONUMENTATION 23 MAR 98 3:45 P.N. RECEIPT# 96B PAID RECORDED - DAKLAND COUNTY LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

ELEVENTH AMENDMENT TO MASTER DEED STREAMWOOD ESTATES CONDOMINIUM

Streamwood Estates Association, a Michigan non-profit corporation, organized in order to manage and administer the affairs of, and to maintain, Streamwood Estates, a condominium project, pursuant to the Master Deed thereof, recorded on May 22, 1974, in Liber 6295, Pages 308 through 352, and First through Tenth Amendments thereof, recorded in Liber 6541, Pages 296 through 325; Liber 6801, Pages 552 through 570; Liber 7064, Pages 874 through 894; Liber 7185, Page 551; Liber 7206, Pages 718 through 738; Liber 7523, Pages 366 through 394; Liber 7735, Pages 141 through 170; Liber 7796, Page 727; Liber 7888, Pages 193 through 219; and Liber 8213, Page 803 et seq. respectively, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 178, hereby amends and restates the Condominium Bylaws of Streamwood Estates, being Exhibit "A" to the Master Deed, pursuant to the authority reserved to the Association to so amend in Article VIII of the Condominium Bylaws, being Exhibit "A" to the Master Deed of Streamwood Estates. Said Condominium Bylaws, being Exhibit "A" to the Master Deed of Streamwood Estates, are hereby amended and restated as per the attached sheets.

In all respects, other than as hereinabove indicated, the Master Deed of Streamwood Estates including the Condominium Subdivision Plan attached thereto as Exhibit "B", recorded and amended as aforesaid, is hereby ratified, affirmed and redeclared.

WITNESSES:

WITNESSES:

WITNESSES:

WITNESSES:

WITNESSES:

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OINTY OF OAKLAND

WITNESSES:

OINTY OF OAKLAND

STREAMWOOD ESTATES ASSOCIATION, a Michigan non-profit corporation

Chester A. Kus, President

The foregoing Eleventh Amendment to Master Deed of Streamwood Estates Condominium was acknowledged before me, a Notary Public, on this *March*, 1998, by Chester

15-211- 351-000 ENT.

OK: - RC

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A. Kus, President of Streamwood Estates Association, a Michigan non-profit corporation, who acknowledged the within instrument, based upon the authority given to him, pursuant to a vote of the members of Streamwood Estates, tallied and inspected on December 12, 1997, at which time the within Amendment was approved by not less than 60% of the co-owners in number and in value, and that the within Amendment was executed and signed as his free act and deed on behalf of the Association.

, Notary Public County, Michigan

My Commission Expires:

ANGELIA O. THOMAS

ANGELIA O. THOMAS

ANGELIA OLTHOMAS

ANGELIA OLTHOMAS

ANGELIA OLTHOMAS

Dated: February 11, 1998

Eleventh Amendment to Master Deed Drafted By and When Recorded Return to: Samuel K. Hodgdon (P27371)
Harnisch & Hohauser
30700 Telegraph Road, Suite 3475
Bingham Farms, MI 48025-4527

(248) 644-8600

STREAMWOOD ESTATES CONDOMINIUM

AMENDED AND RESTATED BYLAWS

(EXHIBIT "A" TO THE MASTER DEED)

ARTICLE I

ASSOCIATION OF CO-OWNERS

STREAMWOOD ESTATES, a residential Condominium located in the City of Rochester Hills, County of Oakland, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-owner's Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments For Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, within the meaning of Section 54(4) of the Act.

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

(a) <u>Budget</u>. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget is adopted.

An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the

Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The funds contained in such reserve fund should be used for major repairs and replacements of Common Elements.

Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management. maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Ten Thousand Dollars (\$10,000.00), in the aggregate, annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of an aggregate cost exceeding \$10,000.00 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners in number and in value. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments: Default In Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Any

unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to the benefited Condominium Unit or Units in the proportion which the percentage of value of the benefited Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefited.

Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before fifteen (15) days after the due date for such payment. A late charge in the amount of \$10.00 per month, or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against late charges, attorney fees, interest and costs and thereafter against assessments in order of oldest delinquency.

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

Section 4. Waiver of Use or Abandonment of Unit: Uncompleted Repair Work. No Co-owner may exempt himself or herself from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of the Co-owner's Unit, or because of uncompleted repair work, or the failure of the Association to provide service to the Condominium.

Section 5. <u>Enforcement</u>. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of

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

Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner who purchases a Unit in the Condominium after the effective date of these Amended and Restated Bylaws acknowledges that at the time of acquiring title to such Unit, the Co-owner was notified of the provisions of this Section and that the Co-owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire. hold, lease, mortgage or convey the Condominium Unit.

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

The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on the Co-owner's Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from the Co-owner's Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under such Co-owner as provided by the Act.

Section 6. <u>Liability of Mortgagee</u>. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale in regard to said first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. <u>Property Taxes and Special Assessments</u>. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 8. <u>Personal Property Tax Assessment of Association Property</u>. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 9. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 10. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special, and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as it may from time to time determine.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article III, Section I shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

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

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

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

Responsibilities of Association and of Co-owners. All such insurance shall (a) be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner shall obtain and maintain adequate insurance coverage at the Co-owner's own expense upon the Co-owner's Condominium Unit and personal property and upon the Co-owner's personal liability as set forth in this subsection. It shall be each Co-owner's responsibility to determine by personal investigation or from the Co-owner's own insurance advisor the nature and extent of insurance coverage adequate to the Co-owner's needs and thereafter to obtain insurance coverage for the Co-owner's personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within the Co-owner's Unit or elsewhere on the Condominium and for the Co-owner's personal liability for occurrences within the Co-owner's Unit or upon Limited Common Elements appurtenant to the Co-owner's Unit and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. At the Association's request, each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

- All Common Elements of the (b) Insurance of Common Elements. Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting, to change the nature and extent of any applicable coverages, if so determined. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures. equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing; provided, however, that any such agreement between the Association and the Co-owner shall provide that any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article II hereof.
- (c) <u>Premium Expenses</u>. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (d) <u>Proceeds of Insurance Policies</u>. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees as their interests may appear;

Section 2. Repair in Accordance With Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. <u>Co-owner and Association Responsibilities</u>. In the event the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Co-owner Responsibility For Repair. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of the Co-owner's Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event that damage to interior walls within a Co-owner's Unit, or to pipes, wire, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event damage to a Co-owner's Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. Association Responsibility For Repair. The Association shall be responsible for reconstruction, repair and maintenance of the Common Elements as provided in the Master Deed and any incidental damage (as that term is hereinafter defined) to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. "Incidental damage" shall be defined as damage incurred to the drywall and/or floor of a Unit, but excludes any damage to the contents of a Unit, including, but not limited to, wallpaper, carpeting, paneling, furniture, and personal property. Notwithstanding anything hereinabove to the contrary, the responsibility of the Association for "incidental damage" to a Unit under the provisions of this Section 5 shall not exceed the sum of \$500.00. Any "incidental damage" to a Unit as described in this Section 5 in excess of \$500.00 shall be borne by the Co-owner of the Unit. In the event that the Co-owner shall have insurance which covers "incidental damage" as herein defined, the

provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring the repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

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

ARTICLE V

RECONSTRUCTION OR REPAIR

- Section 1. <u>Responsibility For Reconstruction or Repair</u>. In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:
- (a) One or More Units Tenantable. In the event the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.
- (b) <u>No Unit Tenantable</u>. In the event the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless eighty (80%) percent or more of all of the Co-owners in number and in value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Association shall not be liable for any "incidental damage" and the insurance carrier of the Co-owner shall have no right of subrogation against the Association. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in the Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

Section 6. <u>Timely Reconstruction and Repair</u>. If damage to Common Elements or a Unit adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with and complete replacement of the damaged property without delay.

Section 7. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

- (a) Taking of Entire Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.
- (b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of all of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.
- (c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be

effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Condominium.

- (d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.
- Section 8. Mortgages Held by FHLMC: Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.
- Section 9. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

Section 1. Residential Use. Each Unit in the Condominium shall be occupied by a single family, only, and shall not be used for other than single-family purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. No Unit shall be used for commercial or business offices; provided, however, that the Association may provide a Unit or a Common Element to be used by a janitor, or resident manager, as the case may be. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in that Co-owner's Unit.

Section 2. Leasing And Rental.

- (a) Right To Lease. A Co-owner may lease his/her Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease, the initial term of which is one (1) year. unless specifically approved in writing by the Association. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association: (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease; and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days prior written notice to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Co-owners. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. For purposes of this Section 2(a), a "transient tenant" is a non-Co-owner residing in a Condominium Unit for less than thirty (30) days, who has paid consideration therefor. No sub-leasing of Condominium Units shall be permitted. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Tenants and non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state.
- (b) Leasing Procedures. A Co-owner desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Copies of all leases in existence as of the effective date of these Amended and Restated Bylaws shall be supplied to the Association within fourteen (14) days of said effective date of these Amended and Restated Bylaws.
- (c) <u>Violation of Condominium Documents by Tenants or Non-Co-owner Occupants</u>. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
 - (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or non-Co-owner occupant.
 - (2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or

non-Co-owner occupant or advise the Association that a violation has not occurred.

- (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this sub-section may be by summary proceeding. The Association may hold both the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.
- (d) Arrearage in Condominium Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

Section 3. Alterations and Modifications of Units and Common Elements. No Co-owner shall make alterations in exterior appearance or make structural modifications to the Co-owner's Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors (which approval shall be in recordable form), including, but not by way of limitation, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between Units which in any way impair sound conditioning provisions. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or

improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, sump pump, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments, including, but not limited to, patios, finished basements and garages of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. No Co-owner shall use or permit to be brought into the buildings in the Condominium any flammable oils or fluids such as gasoline, kerosene, naptha, benzene, propane tanks, or other explosives or articles deemed to be extra-hazardous to life, limb or property, without in each case obtaining the written consent of the Association. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. Gas or charcoal grills and/or barbeques shall not be operated in garages or in the vicinity of combustible materials.

Section 5. Pets. No animal, including household pets, shall be kept in garden-type Units without the prior written consent of the Board of Directors which consent, if given, shall be revocable at any time by the Board, except that an Owner-occupant who owns one dog or one cat at the time of taking occupancy of his/her garden-type Unit may maintain such dog or cat in the Condominium; provided, that the dog or cat shall not exceed 20 pounds in weight at the time of taking occupancy nor shall it be of an age or breed reasonably expected to exceed 20 pounds thereafter; provided, further, that when such dog or cat dies or is otherwise disposed of, it may not be replaced without the prior written consent of the Board. No animals, except one dog or one cat which shall not exceed 20 pounds in weight, shall be maintained by any Co-owner of a triplex-type Unit unless specifically approved in writing by the Board of Directors. No animals, except one dog and one cat which shall not exceed 35 pounds in weight, shall be maintained by any Co-owner of a townhouse-type Unit unless specifically approved in writing by the Board of Directors. No animal may be kept or bred for any commercial purpose. Any animal shall have

such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for the immediate collection and proper disposition of all fecal matter deposited by any pet maintained by such Co-owner in accordance with applicable City Ordinance. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section 5 shall not include small domesticated animals which are constantly caged, such as small birds or fish.

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any patio, porch, deck or balcony and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition

maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. <u>Use of Common Elements</u>. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, porches, and hallways shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements. Use of any recreational facilities or other amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other non Co-owner occupants of Condominium Units in which the Co-owner does not reside and/or such guests as may be permitted by the rules and regulations promulgated by the Association; provided, further, however, that the nonresident Co-owners of such Condominium Units are members in good standing of the Association. In order to prevent damage to lawns and shrubs by people playing football, baseball and other organized sports activities, no organized sports activities are permitted on the Common Elements other than those designated for the specific activity, such as tennis courts.

Section 8. Vehicles. No housetrailers, pick-up trucks, recreational vehicles, vans or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles. camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, mo-peds, motorcycles, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked upon the premises of the Condominium, unless specifically approved by the Board of Directors or unless parked in the garage assigned to the Co-owner who owns the vehicle described above. The restriction contained in the preceding sentence shall apply to the following vehicles, without limitation: commercially licensed vehicles regardless of type or configuration; pick-up trucks, modified or not modified; externally modified utility vehicles (sport utilities, etc.); closed vans or panel vans, as well as any van which has been modified for commercial or recreational purposes; motor homes, buses, or any form of recreational vehicle; motorcycles and off road vehicles. Nothing herein contained shall be construed to require the Board of Directors to approve the parking of such vehicles as are described in the first sentence of this Section and the Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles. Each Co-owner shall park his automobile in the garage space provided therefor and shall park any additional automobile which he/she owns in the Limited Common Element spaces adjacent to the garage. Automobiles parked in the Limited Common Element garage of the garden-type Units shall be parked in such manner as to permit the closing of the garage doors and keeping the walkway in front of the automobiles open at all times. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. Nonoperational vehicles or vehicles with expired license plates shall not be parked or stored on

the Condominium Premises without the written permission of the Board of Directors. Nonemergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises unless specifically approved by the Board of Directors. In the event that there arises a shortage of parking spaces, the Association may assign General Common Element parking spaces for the use of the Co-owners of a particular Unit or Units in an equitable manner. The Association may also construct such additional parking facilities on the General Common Elements as the Association, in its discretion, determines to be necessary and assess the costs thereof to such Co-owners who maintain more automobiles in the Condominium than for which they have assigned parking spaces and collect such costs from such Co-owners in the manner provided in Article II above. The Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 9. Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs and "Open" signs, without written permission from the Association. The Board of Directors may adopt reasonable regulations from time to time governing the display of signs in the Condominium.

Section 10. <u>Regulations</u>. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium. It shall be the responsibility of each Co-owner

to provide the Association means of access to the Co-owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to the Co-owner's Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. In the event that it is necessary for the Association to gain access to a Unit to make repairs to prevent damage to the Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any omamental materials upon the Common Elements unless approved by the Association in writing. The Co-owner shall be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, or flowers.

Section 13. <u>Disposition of Interest in Unit By Sale or Lease</u>. No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

Notice to Association: Association Consent: Co-owner to Provide Condominium Documents to Purchaser or Tenant. A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. No Co-owner shall sell a Unit unless receiving the prior, written consent of the Association, which consent shall not be unreasonably withheld. As a condition to such consent, however, the Association may require reasonable information regarding the intended purchaser and an undertaking by the purchaser to comply with the provisions of the Condominium Documents. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his/her obligations to comply with the provisions of the Condominium Documents.

(b) <u>Mortgagees Not Subject To Section</u>. A holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall not be subject to the provisions of this Section 13.

Section 14. Co-owner Maintenance Responsibility. Each Co-owner shall maintain his/her Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility (such as, without limitation, air conditioners, air conditioner compressors, patios and decks) in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner, or his/her family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 15. <u>Restrictions Not Applicable to The Association</u>. None of the restrictions contained in this Article VI shall apply to the activities of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation as the same may be amended from time to time.

Section 16. <u>Telephone Numbers of Occupants of Units</u>. Upon the request of the Association, the telephone numbers of all occupants of Condominium Units shall be supplied to the Association.

Section 17. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorneys fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 10 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII

MORTGAGES

Section 1. Notice To Association. Any Co-owner who mortgages his/her Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit. The Association shall also give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within thirty (30) days.

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

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

ARTICLE VIII

VOTING

Section 1. <u>Vote</u>. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned when voting by number and one (1) vote the value of which shall equal the total of the percentages allocated to the Units owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. Eligibility To Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative.

LIBER 18243 544

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

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

Section 5. <u>Voting</u>. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any absentee ballots must be filed with the Secretary of the Association, or such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. <u>Majority</u>. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage in both number and value of all Co-owners.

ARTICLE IX

MEETINGS

Section 1. <u>Place of Meeting</u>. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in

accordance with Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. <u>Annual Meetings</u>. There shall be an annual meeting of members of the Association which shall be held during the month of May, at such date, time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners, a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. <u>Special Meetings</u>. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners in number presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 5. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a purpose); (h) unfinished business;

and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary, and Treasurer.

Section 7. Consent of Absentees. The transactions of any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. <u>Minutes: Presumption of Notice</u>. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

Section 9. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 4 above for the giving of notice of meetings of members. Such solicitation shall specify: (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of: (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

ARTICLE X

BOARD OF DIRECTORS

- Section 1. Qualifications of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association. If a member of the Association is a partnership or corporation, then any partner or employee of the partnership, or officer, director, or employee of the corporation shall be qualified to serve as a director. Directors shall serve without compensation.
- Section 2. <u>Number and Election of Directors</u>. The Board of Directors shall be composed of seven (7) persons. Those persons serving as Directors of the Association as of the effective date of these Amended and Restated Bylaws shall continue to serve as Directors until their respective terms expire. The term of office of each Director shall be two (2) years and the terms of the respective Directors have been previously staggered. The Directors shall hold office until their successors have been elected and hold their first meeting.
- Section 3. <u>Powers and Duties</u>. All powers, duties and authorities vested in or delegated to the Association shall be exercised by the Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.
- Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:
- (a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.
 - (c) To carry insurance and to collect and to allocate the proceeds thereof.
 - (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.

- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager; provided, however, that any such action shall also be approved by an affirmative vote of more than sixty (60%) of all Co-owners in number and in value.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all Co-owners in number and in value.
- (h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all Co-owners in number and in value.
- (i) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 10 of these Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.
- (j) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or by the Condominium Documents required to be performed by the Board.
 - (k) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which shall not be a Co-owner or resident or affiliated with a Co-owner or resident) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years or which is not terminable by the Association upon sixty (60) days' written notice thereof to the other party.

Section 6. <u>Vacancies</u>. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall serve until the next annual meeting of members, at which the Coowners shall elect a director to serve the balance of the term of such directorship.

Section 7. <u>Removal</u>. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent in value of all of the Co-owners qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 8. <u>First Meeting</u>. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

Section 10. <u>Special Meetings</u>. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by the director of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those persons present may adjourn the meeting to a subsequent time upon twenty-four (24) hours prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 13. Closing of Board of Directors' Meetings To Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

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

Section 15. <u>Participation in a Meeting by Telephone</u>. A director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section constitutes presence at the meeting.

Section 16. <u>Fidelity Bonds</u>. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XI

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice-President, Secretary and a Treasurer. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice-President may be held by one (1) person. Officers shall be compensated only upon the affirmative vote of more than sixty (60%) percent of all Co-owners in number and in value.

Section 2. <u>Election</u>. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. <u>Removal</u>. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

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

Section 5. <u>Vice-President</u>. The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board of Directors.

Section 6. <u>Secretary</u>. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; the Secretary shall, in general, perform all duties incident to the office of the Secretary.

Section 7. <u>Treasurer</u>. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 8. <u>Duties</u>. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII

SEAL

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

ARTICLE XIII

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other nonprivileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be reviewed or audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does there need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium

shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost of any such review or audit and any accounting expenses shall be expenses of administration.

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

Section 3. Depositories. The funds of the Association shall be initially deposited in such bank or savings association as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such banks or savings associations as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

ARTICLE XIV

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

Section 1. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon the director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the director or officer may be a party or in which he/she may become involved by reason of his/her being or having been a director or officer of the Association, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the director's or officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of

indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 2. <u>Directors' and Officers' Insurance</u>. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

ARTICLE XY

AMENDMENTS

- Section 1. <u>Proposal</u>. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more in number of the Co-owners or by an instrument in writing signed by them.
- Section 2. <u>Meeting</u>. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.
- Section 3. <u>Voting</u>. These Bylaws may be amended by the Co- owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of mortgagees shall be required with each mortgagee to have one (1) vote for each mortgage held.
- Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 5. <u>Binding</u>. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment

ARTICLE XVI

COMPLIANCE

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

ARTICLE XVII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE XVIII

REMEDIES FOR DEFAULT

- Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:
- (a) <u>Legal Action</u>. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated

by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

- (b) Recovery of Costs. In the event of a default of the Condominium Documents by a Co-owner and/or nonCo-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or nonCo-owner resident or guest, the prelitigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.
- (c) Removal and Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.
- (d) Assessment of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 10 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate, and as is set forth in the rules and regulations establishing the fine procedure. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. <u>Nonwaiver of Right</u>. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. <u>Cumulative Rights, Remedies and Privileges</u>. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XIX

SEVERABILITY

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



July 14, 1997

Dear Streamwood Estates Association Co-Owner:

Enclosed please find the Certificate of Amendment to the Articles of Incorporation. This Amendment to the documents passed by a majority vote of the co-owners of the Association at the Annual Meeting of Members.

Please keep this information with your other important condominium documents. All information should be passed on to the new owner of your unit should you sell.

Thank you for your attention. If you have any questions or comments, please feel free to call upon me.

Sincerely,

McSHANE AND ASSOCIATES, INC.
Agent for Streamwood Estates Association

Kathleen A. LaBrosse, CMCA Property Manager HARNISCH & HOHAUSER

ATTORNEYS AND COUNSELORS
30700 TELEGRAPH ROAD, SUITE 3475
BINGHAM FARMS, MICHIGAN 48025-4527

TELEPHONE (248) 644-8600 FACSIMILE (248) 644-8344 OF COUNSEL JOHNSON & KATCHMAN GAYLE T. TIMMIS

ROCHESTER OFFICE 1000 WEST UNIVERSITY DR. ROCHESTER, MICHIGAN 48307

July 7, 1997

RECEIVED

Ms. Kathleen A. LaBrosse, Managing Agent McShane & Associates, Inc. 6230 Orchard Lake Road, Suite 200 West Bloomfield, MI 48322

Re: Streamwood Estates Association/Amendment to the

Articles of Incorporation

Dear Kathy:

ALAN C. HARNISCH

ROBERT M. KALEC SAMUEL K. HODGDON

KEITH J. KECSKES

LAWRENCE S. GADD

MICHAEL S. HOHAUSER

Enclosed herewith you will please find a copy of the Amendment to the Articles of Incorporation of Streamwood Estates Association, which serves to add Articles XI and XII to the Articles of Incorporation. This Amendment was filed with the Michigan Department of Consumer and Industry Services, Corporation, Securities and Land Development Bureau on June 26, 1997.

Accordingly, the Association is now authorized to conduct another vote on the Proposed Amended and Restated Condominium Bylaws, but this time without the necessity of a meeting of the members in accordance with Article XII of the Articles of Incorporation.

Please contact me if I can be of any further assistance in this matter.

Please note that a copy of the filed Certificate of Amendment to the Articles of Incorporation should be sent to each of the co-owners to complete the set of Condominium Documents in the possession of each co-owner.

Sincerely,

HARNISCH & HOHAUSER

Samuel K. Hodødon

SKH: mak - enc.

cc: Chester A. Kus, President (w/enc)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization remitting fees:

Meisner and Hodgdon, P.C.

Meisner and Hodgdon, P.C. 30200 Telegraph Rd., Suite 467 Bingham Farms, MI 48025-4506

Preparer's name and business telephone number:

Meisner and Hodgdon, P.C.

313 , 644-4433

INFORMATION AND INSTRUCTIONS

- 1. The amendment cannot be filed until this form, or a comparable document, is submitted.
- 2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
 - Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
- 3. This document is to be used pursuant to the provisions of section 631 of the Act for the purpose of amending the articles of incorporation of a domestic profit or nonprofit corporation. Do not use this form for restated articles. A nonprofit corporation is one incorporated to carry out any lawful purpose or purposes not involving pecuniary profit or gain for its directors, officers, shareholders, or members. A nonprofit corporation organized on a nonstock directorship basis, as authorized by Section 302 of the Act, may or may not have members, but it has members, the members are not entitled to vote.
- 4. Item 2 Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
- 5. Item 4 The article being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.
- 6. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
- 7. If the amendment is adopted before the first meeting of the board of directors, item 5(a) must be completed and signed in ink by all of the incorporators listed in Article V of the Articles of Incorporation. If the amendment is otherwise adopted, item 5(b) must be completed and signed in ink by the president, vice-president, chairperson, or vice-chairperson of the corporation.
- 8. FEES: Filing fee (Make remittance payable to State of Michigan) \$10.00 Franchise fee for profit corporations (payable only if authorized capital stock has increased) — 1/2 mill (.0005) on each dollar of increase over highest previous authorized capital stock.
- 9. Mail form and fee to:

Michigan Department of Commerce Corporation and Securities Bureau Corporation Division P.O. Box 30054 6546 Mercantile Way Lansing, MI 48909

Telephone: (517) 334-6302

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Samuel K. Hodgdon	
HARNISCH & HOHAUSER	Administrator
Telegraph Road, Suite 3475	MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU
City State	Zip Code
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(Please read info	ormation and instructions on the last page)
Pursuant to the provisions of Act 284 P	Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982
(nonprofit corporations), the undersigned corpor	· · · · · · · · · · · · · · · · · · ·
	G
1. The present name of the corporation is:	
Streamwood Estates Associati	on
2. The identification number assigned by the Bu	ureau is:
	855-004
3. The location of the registered office is:	
C220 Occile v 7 7 1 7 2 7 4 7 1	, Michigan 48322
6230 Orchard Lake Rd., Suite (Street Address)	(City) (ZIP Code)
A distance of the Adiabase of	are added
4. Articles XI and XII of the Articles of I	ncorporation a feet and as follows:
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See attached pages 2 and 3	
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 (For amendments adopted by un directors or trustees.) 	animous consent of inc	corporators before the first meeting of the bo	oard of
The foregoing amendment to the A	Articles of Incorporation w	as duly adopted on the day of	
the incorporator(s) before the first		h the provisions of the Act by the unanimous co Directors or Trustees.	nsent of
Signed this	day of	, 19	
(Signature)		(Signature)	
(Type or Print Name)		(Type or Print Name)	
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-	by the shareholder	ras duly adopted on the <u>20th</u> day of rs if a profit corporation, or by the shareholders (or
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required by statute in accorda 407(1) of the Act if a profit cor	ince with Section 407(1) a rporation. Written notice e: Written consent by less	ving not less than the minimum number of votes and (2) of the Act if a nonprofit corporation, or S to shareholders or members who have not constant all of the shareholders or members is per pration.)	ection sented in
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Signed this	/ <i>O</i> day of	June , 19 97	
By(Sig	gnature of President, Vice-President,	Chairperson or Vice-Chairperson)	
Chester A.		President	
(Type or Print Name)		(Type or Print Title)	

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ARTICLE XI

Section 1. The Corporation assumes all liability to any person, other than the Corporation, for all acts or omissions of a non-director volunteer if all of the following are met:

- (A) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (B) The volunteer was acting in good faith.
- (C) The volunteer's conduct did not amount to gross negligence or wilful and wanton misconduct.
- (D) The volunteer's conduct was not an intentional tort.
- (E) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed pursuant to MCL §500.3135.

Section 2. If the Michigan Non-Profit Corporation Act is amended after the adoption of this Article by the Corporation to authorize the further elimination or limitation of the liability of volunteers of nonprofit corporations, then the liability of volunteers, in addition to that described in this Article, shall be assumed by the Corporation or eliminated or limited to the fullest extent permitted by the Act as so amended.

Section 3. No amendment, alteration, modification or repeal of this Article XI shall have any effect on the liability of any volunteer of the Corporation with respect to any act or omission of such volunteer occurring prior to such amendment, alteration, modification, or repeal.

Section 4. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

ARTICLE XII

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

- (a) The number of responses needed to meet the quorum requirements;
- (b) The percentage of approvals necessary to approve the action; and
- (c) The time by which ballots must be received in order to be counted.

The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of:

- (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and
- (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.



CERTIFICATE OF INSPECTORS OF ELECTION

Amendments to the Bylaws December 10, 1997

The undersigned, the duly appointed Inspectors of Vote for STREAMWOOD ESTATES ASSOCIATION certify that:

- 1) The vote for the Amendments to the Bylaws was tallied at the offices of McShane and Associates, Inc., 6230 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 on DECEMBER 12, 1997.
- 2) The number of members of the corporation entitled to vote by virtue of ownership of a condominium in the project was 258.
- 3) We received the votes of the membership of the corporation by ballot. All ballots were received in the offices of McShane and Associates, Inc. by December 10, 1997.
- 4) A total of 185 Ballots were received: 166 Ballots in Favor of the Amendment and 19 Ballots Against.

Votes in Favor of the Amendment to the Bylaws were received as follows:

0.28100	0.33000	0.34700	0.34900	0.35200	0.35800	0.36200	0.36600	0.37100	0.40500	0.42000	0.44100	0.44600	0.45700	0.46200	0.46300	Additional Control	Total by No.	Value Total
15	13	3	10	23	12		2	3	14	5	16	12	5	19	7	6	166	
4.215	4.29	1.041	3.49	8.096	4.296	0.362	0.732	1.113	5.67	2.1	7.056	5.352	2.285	8.778	3.241	2.832		64.949

To pass the Amendments to the Bylaws, Streamwood Estates Association required 60% in favor, both in number and in value. By virtue of the above totals, the membership has approved the Amendments.

Dated: $\sqrt{2}/\sqrt{9}/\sqrt{9}$

Dated: 12/12/97

Signature/of-Inspector

Signature of Inspector