RECORDED

LIBER 2850 PAGE 0664

2000 OCT 30 | A 9: 52

NANCY HAVILAND REGISTER OF DEEDS LIVINGSTON COUNTY. MI. 48843 LIVINGSTON COUNTY THEASUMENTS CERTIFICATE I hereby certify that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TAXES are same as paid for live years grevious to the date of this instrument or appear on the records in this 45694 office except as stated.

10-30-2008 Diame H. Hardy, Treasurer
Sec. 185 Act 256, 1898 as Amended
Taxes not examined

HOMESTEAD DEMANS HOT EXAMINED

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

THIS AMENDMENT to the MASTER DEED of CEDAR CREEK ESTATES SITE CONDOMINIUM is executed on the He day of October, 2000, by CEDAR BROOK DEVELOPMENT, L.L.C., hereinafter referred to as "Developer" whose address is 600 Eager Road, Howell, Michigan 48843 and is made in accordance with the Condominium Act, that is, Act 59 of the Public Acts of 1978, as amended.

WITNESSETH:

This Amendment is made for the purposes of (a) expanding the condominium pursuant to Article VII of the Master Deed and amending Articles II, IV, V, VII and VIII and (b) amending certain sections of Article VI of the Bylaw of Cedar Creek Estates Condominium Plan No. 172 as recorded on August 22, 1999 in Liber 2624 pages 0218-0305, Livingston County Records.

FURTHER, the Developer desires by recording this First Amendment to Cedar Creek Estates Condominium Plan No. 172 Master Deed, together with Replat No. 1 of the Condominium Subdivision Plan, attached hereto at Exhibit "B", to establish the real property described herewith, together with the improvements as located and to be located thereon, and the appurtenances thereto, Cedar Creek Estates Site Condominium Subdivision Plan No. 172, a residential Condominium under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish the First Amendment of Cedar Creek Estates Site Condominium as depicted in Exhibit "B", as an expansion of the CEDAR CREEK ESTATES Condominium Plan No. 172 under the Condominium Act and does declare that the Replat No. 1 of the Cedar Creek Estates Site Condominium (referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restriction, uses, limitations and affirmative obligations set forth in the Master Deed recorded at Liber 2624, pages 0218-0305 and this First

10-16-202-034 then 10-16-202-068 10-16-202-070, -1- 10-16-202-074 10-16-202-071, 10-16-202-075

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Amendment to the Cedar Creek Estates Site Condominium Plan No. 172 Master Deed and Exhibit "B" attached hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, their successors, personal representatives, heirs and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

By execution and recording of this document the said Master Deed is amended as follows:

ARTICLE II LEGAL DESCRIPTION

The land that is submitted to this Condominium established by this First Amendment to the Master Deed recorded at Liber 2624, pages 0218-0305 is described as follows:

Part of the Northeast 1/4 and the Northwest 1/4 of Section 16, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the East 1/4 corner of Section 16; thence along the East-West 1/4 line of Section 16, North 89 degrees 46 minutes 02 seconds West, 1824.28 feet, to the Point of Beginning of the Parcel to be described; thence continuing along said East-West 1/4 line, North 89 degrees 46 minutes 02 seconds West 835.55 feet to the Center of Section 16; thence continuing along said East-West 1/4 line of Section 16, North 89 degrees 46 minutes 02 seconds West 1328.19 feet; thence North 00 degrees 57 minutes 37 seconds West, 660.15 feet; thence South 89 degrees 45 minutes 04 seconds East, 1325.95 feet; thence North 01 degrees 09 minutes 19 seconds West 656.30 feet; thence South 89 degrees 50 minutes 37 seconds East 1340.14 feet; thence South 00 degrees 09 minutes 23 seconds West 50.0 feet; thence South 37 degrees 41 minutes 14 seconds West 923.71 feet; thence South 09 degrees 13 minutes 17 seconds East 541.61 feet to the Point of Beginning.

The perimeter description of the entire Condominium is set forth on page 1 of Replat No. 1 of Livingston County Condominium Subdivision Plan No. 172 attached hereto.

By execution and recording of this document the said Master Deed is amended as follows:

ARTICLE IV COMMON ELEMENTS

The following section modifies and replaces Section 1.(f) as previously set forth in the recorded Master Deed.

(f) Roads. The project road and cul-de-sac (including both the paved areas and the adjoining right-of-way) known as Prescott Drive, Ridgewood Drive and Ashbury Court, together with the entrance area depicted on the Condominium Subdivision Plan.

By execution and recording of this document the said Master Deed is amended as follows:

ARTICLE V PTION, PERCENTAGE OF VAL

UNIT DESCRIPTION, PERCENTAGE OF VALUE, AND DEVELOPMENT BY PHASE

The following sections modify and replace Section 1 and Section 2 as previously set forth in the recorded Master Deed.

Section 1. <u>Description of Units</u>. Each Unit in the Condominium Project is described in Exhibit "B" of the Condominium Subdivision Plan of Cedar Creek Estates Site Condominium and the Replat No. 1 attached to the First Amendment. There are Thirty-three (33) Units created for residential uses in the Condominium Project established by the initial Master Deed recorded at Liber 2624 pages 0218-0305, Livingston County Records. There are Thirty-five (35) additional Units created for residential uses in the expansion of the Condominium Project established by this FIRST AMENDMENT TO CEDAR CREEK ESTATES SITE CONDOMINIUM PLAN NO. 172 MASTER DEED.

Each Unit shall consist of the space located within horizontal and vertical Unit boundaries as delineated on Exhibit on Replat No. 1 (Exhibit "B") attached hereto together with all appurtenances thereto.

Section 2. Percentage Of Value. The total value of the Project is 100%. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the Project which would affect maintenance costs and concluding that there are not material differences. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-

owner's vote at meetings of the Association of Co-owners. Accordingly, the percentage of value assigned to each single family residential Unit Numbers 1 through 68 shall be equal.

By execution and recording of this document the said Master Deed is amended as follows:

ARTICLE VII EXPANSION OF CONDOMINIUM

THE FOLLOWING SECTION REPLACES SECTION 1 OF THE RECORDED MASTER DEED.

Section 1. Expansion of Condominium.

(a) Area of Future Development. By the recording of this First Amendment to Cedar Creek Estates Site Condominium Plan No. 172 Master Deed the entire area now authorized for development in Marion Township has been incorporated into the Condominium.

By execution and recording of this document the said Master Deed is amended as follows:

ARTICLE VIII AMENDMENT

The following section is added.

Section 8. Revisions. The Exhibit "B" drawings to the Master Deed recorded at Liber 2624, pages 0218-0305 and Exhibit "B" drawings are amended and are modified, replaced or supplemented by the following described amendments to Exhibit "B" that are attached to this Amendment as follows:

Page 1 - Cover Sheet

Page 2 - Overall Survey Plan Page 3 - Survey Plan

Page 4 - Survey Plan

Page 5 - Site and Utility Plan Page 6 - Site and Utility Plan

Page 7 - Unit Areas and Perimeters Plan

Page 7A - Unit Areas and Perimeters Plan

Page 8 - Unit Areas and Perimeters Plan

Page 8A - Unit Areas and Perimeters Plan

Page 9 - Floodplain Plan

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

UBER 2850 PAGE 0668

IN WITNESS WHEREOF, the Developer, Co-owners and Mortgagees have executed this First Amendment to the Master Deed of Cedar Creek Estates Site Condominium Plan No. 172 with First Amendment To Bylaws of Cedar Creek Estates Site Condominium Exhibit "A", appended hereto for the express purpose of amending the said Master Deed and Bylaw, on the day and year hereafter indicated.

WITNESSES:

CEDAR BROOK DEVELOPMENT,

L.L.C.

Dighard A Haikking

у: /

TCK E. WILSON

Its Manager

A Something

Nancy A. Bogardus

STATE OF MICHIGAN

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COUNTY OF LIVINGSTON

The foregoing instrument was acknowledged before me this 3) day of August, 2000, by Nick E. Wilson, Manager of Cedar Brook Development, L.L.C., a Michigan Limited Liability Company, on behalf of said company.

Richard A. Heikkinen

Notary Public

Livingston County, Michigan

My commission expires: 10/24/2001

LIBER 2850 PARE 0669

WITNESSES:	MITCH HARRIS BUILDING COMPANY
	INC.
Dictorate Herryman	By: ////////////////////////////////////
Richard A. Heikkinen	MITCH HARRIS
On 1 B 1-	Its President
TTAINIS / PARINILLA -	•

STATE OF MICHIGAN]ss COUNTY OF LIVINGSTON

The foregoing instrument was acknowledged before me this day of August, 2000, by Mitch Harris, President of Mitch Harris Building Company, Inc., Michigan corporation, on behalf of said corporation.

> L YORK Notary Public, Livingston County, Mr My Commission Expires May 27, 2002

Notary Public

Livingston County, Michigan 5/27/02 My commission expires:

10.678

WITNESSES:

UNITS 2 and 20:

PARAGON DEVELOPMENT, INC.

JOHN P.

Its President

STATE OF MICHIGAN

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01115175466775

COUNTY OF LIVINGSTON

The foregoing instrument was acknowledged before me this day of octone, 2000, by John P. Rudziensky, President of Paragon Development, Inc., a Michigan corporation, on behalf of said corporation.

Notary Public

Livingston County, Michigan

My commission expires: 10-24-0/

LIBER 2850 PAGE 067, 1

WITNESSES:	UNIT 15: FIVE STAR HOMES, INC.
Nancy/A. Bogardus/	By: And Lackburn Its President
Richard A. Heikkinen	
STATE OF MICHIGAN] Jss COUNTY OF LIVINGSTON]	
of Five Star Homes, Inc., a Mic	was acknowledged before me this by John A. Blackburn, President chigan corporation, on behalf of
said corporation.	Nancy A Bogardus Notary Public
	Livingston County, Michigan My commission expires: 6-26-04

UBER 2850 PAGE 06.7/2

WITNESSES:	UNIT 29:
Dieman Henning	Dail Heules
Richard A. Heikkinen	DAVID HENLEY
Hancy a. Bogardus	Cynthia Clenter
Nancy M. Bogardus	CYNTHIA HENLEY ()

STATE OF MICHIGAN]ss COUNTY OF LIVINGSTON

The foregoing instrument was acknowledged before me this 24th day of August, 2000, by David Henley and Cynthia Henley, his wife.

Nancy A/ Bogardus Notary Public

Livingston County, Michigan My commission expires: 6/26/04

UMR 2850 MS 0673

WITNESSES:

FIRST NATIONAL BANK IN HOWELL

By:

DENNIS P. GEHRINGER

Its Senior Vice President

Nancy A. Bogardus

STATE OF MICHIGAN]

[] ss

COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 22nd day of August, 2000, by Dennis P. Gehringer, Senior Vice President of First National Bank in Howell, a Michigan Banking Corporation, on behalf of the Corporation.

Richard A. Heikkinen

Notary Public

Livingston County, Michigan

My commission expires: 10/24/2001

Deportment

EXHIBIT "A"

FIRST AMENDMENT TO BYLAWS OF CEDAR CREEK ESTATES SITE CONDOMINIUM

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

ARTICLE VI RESTRICTIONS

THE FOLLOWING SECTION REPLACES SECTION 7 OF THE RECORDED BYLAWS.

Section 7. Health Department Restrictions. Each dwelling constructed upon a Unit shall be served by a water well. All wells shall be drilled by a licensed well driller in accordance with the requirements of the Livingston County Health Department. Each Co-owner shall be responsible for the installation, maintenance and repair of on-site well for his/her respective unit. Each dwelling constructed upon a Unit shall be served by an on site sewage disposal system. Each Co-owner shall be responsible for the installation, maintenance and repair of the sewage disposal system for his/her respective unit.

(a) No unit shall be used for other than a single family dwelling.

(b) There shall be no future subdividing of any building units which would utilize individual onsite sewage disposal and/or water supply systems.

(c) The Cedar Creek Estates Site Condominium was approved for 68 individual units as described in site plan Job #97261 dated April 12, 1999. The wells and septics shall be located in the exact area as indicated on the preliminary site plan.

(d) All wells shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of a 10 feet protective clay barrier or be drilled to a depth of 100 feet if adequate clay protection is not encountered. The wells shall all be grouted the entire length of the casing.

(e) The test wells used to determine onsite water supply adequacy have been drilled on Units 3, 17, 26, 38, 54 and 60. If these wells are not intended for use as a potable water supply, then they must be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act.

(f) The test wells throughout the project which are not functionable must be abandoned according to Part 27, Act 368, P.A.

LIBER 2850 PAGE 0675

1976 of the Groundwater Quality Control Act. Written certification as to the abandonment of these wells by a licensed well driller must be submitted prior to final master deed approval.

- (g) The wells and septics shall be located in the exact area as indicated on the preliminary plans as submitted by Boss Engineering, last revision dated April 12, 1999 which is on file at the Livingston County Health Department.
- (h) There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.
- (i) The reserve septic locations as designated on the preliminary plans on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage disposal uses.
- (j) Well access for Units 62 and 63 may be difficult due to steep slopes in the proposed well locations. Therefore, prior to issuance of any permit a detailed diagram must be submitted regarding access to these proposed locations.
- (k) The active and reserve septic areas shall be prepared according to the information submitted by the engineer on Units 24, 30-32, 34-36, 46, 49-51, 59, 66 and 68. Elevation and design specifications have been submitted to the Livingston County Health Department for review and have been approved. Engineer certification is required prior to final master deed approval indicating that these units have been prepared under engineer guidelines and written certification is required along with an "as-built" drawing depicting the original grades and final constructed grades on the cut or filled areas.
- (1) The onsite sewage disposal systems for units 1-3, 5, 6, 10, 11, 13-15, 20-23, 37, 38, 40-43, 47, 56, and 57 will require the excavation of slow permeable soils to a more permeable soil ranging between 4 10 feet in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.
- (m) Units 7, 8, 25, 49 and 68 will require the top soil to be stripped and backfilled with a clean sharp sand to the original grade. The bottom of the stone bed shall be no deeper than the highest original grade.
- (n) Unit 9 will require that the bottom of the stone be no deeper than 12 inches below the original grade.

APPROVED

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Name	lmy	y Health Depo	<u> </u>
Date		-13-00	

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LIBER 2850 PAGE 0676

- (o) Units 16, 17, 26, 29, 33, 51, 52, 53 and 55 will require that the bottom of the stone be no deeper than 24 inches below the original grade.
- (p) Units 27, 45 and 47 will require that the bottom of the stone be no deeper than 36 inches below the original grade.
- (q) Units 20, 45 and 51 will require an enlarged system due to the heavy soil structure witnessed on these units. Please refer to the soil conditions on file at Livingston County Health Department.
- (r) Individual site plans have been submitted for Units 24, 30-32, 34-36, 46, 49-51, 59 and 66. These Units shall be developed in accordance with these plans which are on file at Livingston County Health Department. Care must be taken not to located any underground utility lines within the area proposed for active or reserve septic systems.
- (s) The engineer must give written certification that any additional grades, filling and/or land balancing that has taken place as part of the construction of the development has not affect the placement for either the active or reserve sewage disposal systems. This certification must be given stating that there has been no changes on any units affected prior to final master deed approval.
- (t) Prior to final master deed approval written engineer certification must be given which indicated that all storms drains which are within 25 feet to the proposed active or reserve septics have been sealed with a watertight premium joint material.
- (u) A 2400 square feet has been designated on each unit for the active and reserve sewage disposal systems to accommodate a typical three bedroom single family home. Proposed homes exceeding three bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all acceptable isolation distances.
- (v) There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality.
- (w) All restrictions placed on "Cedar Creek Estates" Site Condominium Community by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

APPROVED

Livingsion County Health Department Name 1004 13-50

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THE FOLLOWING SECTIONS ARE ADDED TO ARTICLE VI.

- 46. <u>Unit 24 Ornamental Pond</u>. The Co-owners of Unit 24 and their successors and assigns shall be responsible for the maintenance of the ornamental pond that is located on Unit 24.
- 47. <u>Sidewalk Construction</u>. The Co-owners of Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 27, 28, 29, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, and 68 and theirs successors and assigns, shall be responsible to construct a four (4') foot wide sidewalk at the location on their respective units as designated on the Unit Area Perimeter Plan in Exhibit "B". The sidewalk construction shall be completed at the time a final certificate of occupancy is issued for the occupancy of the home constructed on the unit, weather permitting. Anything to the contrary hereinabove stated in this sub-paragraph notwithstanding, for the reason that the construction of sidewalks was a condition of site plan approval, the Developer shall have a duty to Marion Township to ensure that the sidewalks are constructed. Accordingly, the Developer shall, in order to provide assurance to Marion Township of construction of the sidewalks by the Co-owners, provide a Letter of Credit in the amount of \$5,000.00 to be used by Marion Township to ensure construction of the sidewalks should either the Co-owners or the Developer fail to construct the sidewalks in accordance with their respective obligations to do so.

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

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

DRAFTED BY and RETURN TO:

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

LIVINGSTON C SUBDIVISION EXHIBIT B TO THE MASTER DEED OF PLAN Y CONDOMINIUM NO. 172

TOWNSHIP OF MARION, LIVINGSTON COUNTY, MICHIGAN CEDAR CREEK ESTATES

DEVELOPER:

OVERALL CONDOMINIUM BOUNDARY

NICK WILSON 600 EAGER ROAD HOWELL, W 48843 (517) 545 - 9110

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OVERALL, SURVEY PLAN DAYS SHEET

DRAWING INDEX DESCRIPTION

UNIT AREAS & PERMETERS PLAN UNIT AREAS & PERMETERS PLAN

UNIT AREAS & PERMAETERS PLAN UNIT AREAS & PERIMETERS PLAN



BOSS ENGINEERING

PREPARED BY:

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PROPOSED AS OF JUNE 5, 2000

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