

MASTER DEED

RIVER PINES OF FARMINGTON CONDOMINIUM

(Act 59, Public Acts of 1978; as amended)

This Master Deed made and executed on this 31st day of August, 1987, by ITALO-AMERICAN CONDOMINIUM CORPORATION, a Michigan corporation, whose address is 21971 Farmington Road, Farmington Hills, Michigan 48024 (the "Developer") in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act"),

W I T N E S S E T H :

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 residential condominium project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish River Pines of Farmington Condominium as a condominium project under the Act and declares that River Pines of Farmington Condominium (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 the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as River Pines of Farmington Condominium, Oakland County Condominium Subdivision Plan No. 508. The architectural plans and specifications for the Project were approved by the City of Farmington Hills,

Michigan. The Condominium Project is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each building contains an individual Unit to be used 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:

Part of the Northwest 1/4 of Section 33 and part of the Northeast 1/4 of Section 32, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan described as beginning at the Northwest corner of said Section 33 and proceeding thence North 89 degrees 53 minutes 50 seconds East 362.67 feet along the North line of Section 33, said line also being the Centerline of Nine Mile Road; thence South 00 degrees 10 minutes 04 seconds East 600.00 feet; thence North 89 degrees 53 minutes 50 seconds East 197.85 feet; thence North 00 degrees 10 minutes 04 seconds West 600.00 feet to the North line of Section 33, thence along said line, also being the Centerline of Nine Mile Road, North 89 degrees 53 minutes 50 seconds East 701.55 feet; thence South 00 degrees 03 minutes 30 seconds East 1320.37 feet; thence North 89 degrees 51 minutes 11 seconds East 923.62 feet; thence South 00 degrees 05 minutes 05 seconds East 576.32 feet; thence the following four courses and distances along "Fendt's Hilldale Subdivision" as recorded in Liber 62 of Plats, Page 42, Oakland County Records; South 74 degrees 58 minutes 54 seconds West 45.15 feet, North 70 degrees 05 minutes 26 seconds West 250.00 feet, South 19 degrees 55 minutes 41 seconds West 271.11 feet and South 89 degrees 56 minutes 14 seconds West 1810.90 feet; thence North 00 degrees 10 minutes 04 seconds West 747.65 feet; thence North 89 degrees 49 minutes 38 seconds West 874.54 feet along the North line of Green Hill Commons No. 3 as recorded in Liber 157 of Plats, Pages 27 and 28, Oakland County Records; thence North 00 degrees 10 minutes 01 seconds West 1326.22 feet to the North line of Section 32; thence South 89 degrees 56 minutes 00 seconds East 874.51 feet along said line, also being the Centerline of Nine Mile Road to the point of beginning.

Subject to easements and restrictions of record.

ARTICLE III

DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B hereto, and are, or may be, used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the River Pines of Farmington Condominium 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 River Pines of Farmington Condominium as a condominium. Wherever used in such documents or in any other pertinent instruments, the terms set forth below shall be defined as follows:

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

3.02 **Association.** "Association" means 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.

3.03 **Association Bylaws.** "Association Bylaws" means the corporate bylaws of the River Pines of Farmington Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

3.04 **Common Elements.** "Common Elements" where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV hereof.

3.05 **Condominium Bylaws.** "Condominium Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 53 of the Act to be recorded as part of the Master Deed.

3.06 **Condominium Documents.** "Condominium Documents" means this Master Deed and Exhibits A and B hereto, the Articles of Incorporation of the Association, the Association Bylaws and the Rules and Regulations, if any, of the Association.

3.07 **Condominium Premises.** "Condominium Premises" means the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to River Pines of Farmington Condominium as described above.

3.08 **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

3.09 **Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe River Pines of Farmington Condominium as a completed

Condominium Project. The Consolidating Master Deed shall reflect the Convertible Areas (as defined herein) converted from time to time to increase the size of Condominium Units or to create new General or Limited Common Elements under Article VI and the final Condominium Premises adjusted for land added to or removed from the Condominium from time to time under Article VII. The Consolidating Master Deed shall also express percentages of value pertinent to each Unit as finally readjusted. The Consolidating Master Deed, when recorded in the Office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for River Pines of Farmington Condominium.

3.10 **Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who own one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

3.11 **Developer.** "Developer" means Italo-American Condominium Corporation, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

3.12 **First Annual Meeting.** "First Annual Meeting" means the first meeting of the members of the Association at which the members elect at least one (1) member of the Board of Directors of the Association.

3.13 **Telecommunications System.** "Telecommunications System" means a system for videotext, broad band cable, satellite dish, earth antenna and similar telecommunication services.

3.14 **Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

3.15 **Unit.** "Unit" means the enclosed space constituting a single complete residential unit in River Pines of Farmington Condominium, as described on Exhibit B, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

3.16 Whenever any reference 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 below and in Exhibit B and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

4.01 **General Common Elements.** The Common Elements described below are General Common Elements:

(a) **Land.** The land described in Article II, including landscaping, roads, sidewalks and parking spaces not identified as Limited Common Elements.

(b) **Retention Ponds.** The retention ponds and well, if any, which may be constructed to renew the water level of the retention ponds.

(c) **Electrical.** The electrical meters and electrical wiring network throughout the Project, including that contained within Units and Unit walls, ceilings and floors, up to the point of connection with the electrical meter for any Unit.

(d) **Electrical Fixtures.** The electrical fixtures, plugs, switches, fuse boxes or electrical control panels, and any other similar item connected to the electrical wiring network, located outside the boundaries of a Unit and serving the General Common Elements and the related electrical wiring network.

(e) **Street Lighting.** Street lighting and other lighting serving the General Common Elements throughout the Project.

(f) **Telephone.** The telephone wiring network throughout the Project, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with the telephone junction box within a building or Unit.

(g) **Gas.** The gas meters and gas line network throughout the Project, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with the gas meter for any Unit.

(h) **Water.** The water meters not attached to any Unit and the water distribution system throughout the Project, including that contained within Units and Unit walls, floors or ceilings, up to the point of connection with the water meter for any Unit.

(i) **Plumbing Fixtures.** All plumbing fixtures located outside the boundaries of a Unit.

(j) **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to the point of entry to the Unit it serves.

(k) **Storm Sewer.** The storm drainage system throughout the Project.

(l) **Cable Television.** The cable television wiring network throughout the Project, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with equipment within any Unit.

(m) **Telecommunications.** The telecommunications system throughout the Project, including wiring contained within

Units and Unit walls, floors and ceilings up to the point of connection with equipment within any Unit.

(n) **Irrigation.** The irrigation system throughout the Project, including the well, if constructed, water lines, valves, sprinkler heads, pumps and electrical equipment.

(o) **Mailbox Stands.** Any mailbox stand containing mailboxes throughout the Project.

(p) **Structural Elements.** The foundations, supporting columns, beams, perimeter walls (including windows, doorwalls, doors and garage doors), roofs, ceilings, floor construction, chimneys and other structural components.

(q) **Other.** All other elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines (including mains and service leads of the sanitary sewer, storm sewer, water system, electrical system, gas system, telephone system and cable television system) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

4.02 **Limited Common Elements.** The Common Elements described below are Limited Common Elements and are assigned as follows:

(a) **Electrical.** The electrical wiring network contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements from the electrical meter for the Unit up to the point of connection with electrical fixtures, plugs and switches within or outside of the Unit, which is assigned to the Unit which it services.

(b) **Electrical Fixtures.** All electrical fixtures, plugs, switches, fuse boxes or electric control panels, and any other similar item connected to the electrical system assigned to a Unit located outside the boundaries of a Unit, which are assigned to the Unit which they service.

(c) **Outdoor Lighting.** Outdoor lighting located on or serving any patio, porch, courtyard or entryway.

(d) **Telephone.** The telephone wiring network contained within Unit walls or located in any other portion of the Common Elements or a Unit from the telephone junction box to the point of connection with telephone equipment within the Unit, which is assigned to the Unit which it services.

(e) **Gas.** The gas line network contained within Units or Unit walls, floors or ceilings, or located in any other

portion of the Common Elements from the gas meter for the Unit up to the point of connection with gas fixtures within or outside of the Unit, which is assigned to the Unit which it services.

(f) **Gas Fixtures.** The gas fixtures connected to the gas line network after the point of connection to the gas meter which are located outside of the boundaries of a Unit, which are assigned to the Unit which they serve.

(g) **Ductwork.** Heating and cooling ducts in any Unit walls, floors or ceilings, and any vents attached to such ducts, which are assigned to the Unit which they serve.

(h) **Water.** The water distribution system contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements from the water meter for the Unit up to the point of connection with plumbing fixtures within or outside the Unit, which is assigned to the Unit which it services.

(i) **Plumbing Fixtures.** All plumbing fixtures other than the irrigation system located outside the boundaries of a Unit and connected to the water distribution system which serves the Unit, which are assigned to the Unit which they serve.

(j) **Sanitary Sewer.** The sanitary sewer system contained within Units or Unit walls or floors or located in any other portion of the Common Elements from the first point of entry into the Unit, which is assigned to the Unit it serves.

(k) **Porch.** Each porch in the Project, which is assigned to the Unit which opens onto such porch as shown on Exhibit B.

(l) **Deck.** Each deck in the Project, where such is constructed, which is assigned to the Unit which opens onto such patio as shown on Exhibit B.

(m) **Privacy Walls.** Privacy walls behind or between each deck in the Project, where such is constructed, which is assigned to the Unit or Units which it serves.

(n) **Courtyard.** The space within each area designated as a courtyard in the Project, which is assigned to the Unit which opens into such courtyard as shown on Exhibit B.

(o) **Air-Conditioner.** Each air-conditioner compressor in the Project and the pad on which it is located, where such is installed, which is assigned to the Unit which such air-conditioner compressor services.

(p) **Garage.** The garage space and the interior surfaces of the ceilings, floors and perimeter walls contained in each garage in the Project, which is assigned to the Unit to which it is connected as shown on Exhibit B.

(q) **Garage Door Opener.** Each garage door opener, where such is installed, which is assigned to the Unit to which the garage is appurtenant.

(r) **Driveway.** The driveway adjacent to each garage, which is assigned to the Unit to which the garage is appurtenant as shown as Exhibit B.

(s) **Master Antenna.** Each television antenna system, if any, including the wiring contained within Unit walls up to the point of connection with television equipment within any Unit, which is assigned to the Units which it services.

(t) **Fireplace.** Each fireplace combustion chamber, where such is constructed which is assigned to the Unit into which it opens as shown on Exhibit B.

(u) **Mailboxes.** Each mailbox in the mailbox stand, which is assigned to the Unit which it serves.

(v) **Optional Landscaping.** Any trees, shrubbery or plants and other landscaping installed on the common elements by the Co-owner or by the Developer at the Co-owner's request, which shall be assigned to the Unit of the Co-owner who installed or requested the installation of the trees, shrubbery, plants or other landscaping.

(w) **Interior Surfaces.** The interior surfaces of ceilings, floors and perimeter walls contained within a Unit, which are assigned to the Unit of which they are a part.

The Limited Common Elements may be reassigned pursuant to the provisions of the Act.

4.03 **Responsibilities for Maintenance, Etc.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Limited Common Elements**

(i) **Co-owner.** The responsibility for and costs of maintenance, decoration, repair and replacement of the Limited Common Elements described in Article IV, Section 4.02 (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (l), (n), (o), (p), (q), (t), (v) and (w) shall be borne by the Co-owner of the Unit to which they are assigned.

(ii) **Co-owners.** The responsibility for and costs of maintenance, decoration, repair and replacement of the Limited Common Elements described in Article IV, Section 4.02 (s) shall be borne pro-rata by the Co-owners of the Units benefiting from such Limited Common Element.

(iii) **Association.** The responsibility for and costs of maintenance, decoration, repair and replacement of all Limited Common Elements described in Article IV, Section 4.02 (k), (m), (r) and (u) shall be borne by the Association and shall be an expense

of administration of the Condominium Project.

(b) **General Common Elements**

The responsibility for and costs of maintenance, decoration, repair and replacement of all General Common elements shall be borne by the Association and shall be an expense of administration of the Condominium Project.

(c) **Windows and Drywall.** Notwithstanding the responsibilities described in Article IV, Section 4.03 (b) above, the Co-owner of the Unit shall be responsible for and bear the cost of the replacement of any window in the Unit broken from the inside of the Unit and the repair or replacement of any drywall damaged from the inside of the Unit. The Association shall be responsible for and bear the cost of replacing any other broken window or damaged drywall.

(d) **Damage by Co-owner, Guest, Etc..** Each Co-owner shall be responsible for damages to the Project or costs to the Association resulting from damage to, or misuse of, any of the Common Elements by the Co-owner, or his family, guests, agents, invitees or tenants or the family, guests, agents or invitees of his tenants.

(e) **Use of Common Elements.** No Co-owner shall use his Unit 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 Unit or the Common Elements.

(f) **Failure of Co-owner to Maintain.** In the event a Co-owner shall not maintain, decorate, repair or replace those Common Elements for which the Co-owner is responsible as described above, the Association may maintain, decorate, repair or replace the same and charge the cost of any such maintenance, decoration, repair or replacement to that Co-owner by adding such cost to the monthly assessment of that Co-owner.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

5.01 **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of River Pines of Farmington Condominium as surveyed by Ziemet-Wozniak & Associates, Inc. Registered Land Surveyor, which is attached hereto as Exhibit B. Each Unit 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 upper floors of Units, all that space contained within the interior unpainted walls and ceilings and from the plywood subfloor all as shown on the floor plans and sections in Exhibit B and delineated with heavy outlines. The dimensions shown on basement and foundation plans in Exhibit B have been or will be physically measured by Ziemet-Wozniak & Associates, 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.

5.02 Percentages of Value and Voting Rights. The percentage of value assigned to each Unit shall be determined based on the relative size of each floor of a Unit and one-half the size of each basement of a Unit, excluding variations in area due to wall thickness. The determination of the size of the second floor of each Unit shall be exclusive of the area of any optional loft or bedroom. Further, the size of the Unit for the purposes of determining percentage of value shall be increased by ten (10%) percent for any detached Unit and by ten (10%) percent for any Unit which has a walkout basement. The percentage of value assigned to each Unit is set forth below. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of 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 one hundred (100%) percent. Each Unit number as it appears on the Condominium Subdivision Plan and the percentage of value assigned to each Unit is as follows:

Unit Number	Percentage of Value
1	26.56%
2	23.69%
3	23.69%
4	26.06%

5.03 Modification of Units. The dimensions of Units or Limited Common Elements may be modified, in the Developer's sole discretion, by enlargement or reduction in size, by an amendment effected solely by the Developer without the consent of any other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. Further, the Developer may, in connection with any such amendment, readjust the percentages of value for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method of original determination of percentages of value for the Project. All of the Co-owners and mortgagees of Units and other persons interested, or to become interested in the Project from time to time, shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer as their agent and attorney-in-fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI

CONVERTIBLE AREA

6.01 **Designation of Convertible Areas.** The areas extending fifteen (15) feet out from the exterior surface, including the roof and foundation, of each building as stated on the Condominium Subdivision Plan, are hereby designated as convertible areas ("Convertible Areas").

6.02 **Developer's Right to Convert.** Any other provision of this Master Deed notwithstanding, the Developer reserves the right, in its sole discretion, during a period ending six (6) years after the date of recordation of this Master Deed to convert any of such areas from a Convertible Area General or Limited Common Element to another General Common Element or Limited Common Element or to an additional part of a Unit and new appurtenant Limited Common Elements. The Convertible Areas may be converted for the purpose of expanding Units and adding such features as patios, decks, fencing, garden areas, solariums, atriiums, hot tubs, saunas, swimming pools, bay windows or additions.

6.03 **Compatibility of Improvements.** All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures and improvements in other portions of the Condominium Project.

6.04 **Restrictions on Conversion.** No additional Units will be created within the Convertible Areas (although the size of a Unit may be increased within a Convertible Area). There are no restrictions on the right of the Developer to create new General Common Elements, Limited Common Elements or to add to Units and create new appurtenant Limited Common Elements from the Convertible Areas of the Project other than as explicitly set forth herein. The consent of any Co-owner is not required in relation to the election of the Developer. There is no obligation on the part of the Developer to convert any portion of the Convertible Area described in this Article nor is there any obligation to convert portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

6.05 **Amendment of Master Deed.** The conversion of any part of the Convertible Area 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. Such amendment or amendments to the Master Deed shall also contain such new definitions of General or Limited Common Elements as may be necessary to adequately describe any new Common Elements and the percentage of value set forth in Article V hereof shall be proportionately readjusted to take into account the increase in the size of any Units so as to preserve a total value of 100 for the entire Project. The precise determination of the readjustments in the percentages of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining the percentages of value described in Article V. In connection with

any such amendment, the Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article. 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 the previously recorded Master Deed and all amendments thereto.

6.06 Consent of Interested Parties. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Developer as their agent and attorney-in-fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VII

EXPANSION OR CONTRACTION OF THE CONDOMINIUM

7.01 Right to Expand or Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of one (1) building containing four (4) Units on the land described in Article II hereof, all as shown on the Condominium Subdivision Plan. However, the Developer reserves the right to expand the number of buildings and Units to be constructed on some portion of the land described as follows:

Part of the Northwest 1/4 of Section 33 and part of the Northeast 1/4 of Section 32, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as:

Beginning at a point distant North 89 degrees 53 minutes 50 seconds East 33.00 feet along the North line of said Section 33, said line also being the centerline of Nine Mile Road from the Northwest corner of said Section 33; thence from said point of beginning North 89 degrees 53 minutes 50 seconds East 329.67 feet; thence South 00 degrees 10 minutes 04 seconds East 600.00 feet; thence North 89 degrees 53 minutes 50 seconds East 197.85 feet; thence North 00 degrees 10 minutes 04 seconds West 600.00 feet; thence along said North line of Section 33 North 89 degrees 53 minutes 50 seconds East 701.55 feet; thence South 00 degrees 03 minutes 30 seconds East 1320.37 feet; thence North 89 degrees 51 minutes 11 seconds East 923.62 feet; thence South 00 degrees 06 minutes 05 seconds East 576.32 feet; thence South 74 degrees 58 minutes 54 seconds West 45.15 feet; thence North 70 degrees 05 minutes 26 seconds West 250.00 feet; thence along the North line of Fendt's Hilldale Subdivision

recorded in Liber 62, Page 42, Oakland County Records South 19 degrees 55 minutes 41 seconds West 271.11 feet; thence South 89 degrees 56 minutes 14 seconds West 1810.90 feet; thence North 00 degrees 10 minutes 04 seconds West 747.65 feet; thence along the North line of Green Hill Commons No. 3 recorded in Liber 157, Pages 27 and 28, Oakland County Records North 89 degrees 49 minutes 38 seconds West 874.54 feet; thence North 00 degrees 10 minutes 01 seconds West 1326.22 feet; thence South 89 degrees 56 minutes 00 seconds East 436.50 feet; thence South 00 degrees 10 minutes 00 seconds East 309.87 feet; thence North 89 degrees 50 minutes 00 seconds East 135.00 feet; thence South 41 degrees 49 minutes 23 seconds East 173.69 feet; thence North 45 degrees 38 minutes 51 seconds East 62.23 feet; thence 82.17 feet along the arc of a curve to the left said curve having a radius of 567.58 feet, a central angle of 08 degrees 17 minutes 41 seconds, a chord length of 82.10 feet and a chord bearing of North 41 degrees 30 minutes 00 seconds East; thence North 37 degrees 21 minutes 10 seconds East 199.27 feet; thence North 00 degrees 10 minutes 04 seconds West 175.07 feet; to the point of beginning.

Also including a parcel located in part of the Northeast 1/4 of said Section 32 North 89 degrees 56 minutes 00 seconds West 33.00 feet along the North line of said Section 32 also being the centerline of Nine Mile Road from the Northeast corner of said Section 32; thence from said point of beginning South 00 degrees 10 minutes 04 seconds East 189.40 feet; thence 30.46 feet along the arc of a curve to the right, said curve having a radius of 46.52 feet, a central angle of 37 degrees 31 minutes 14 seconds, a chord length of 29.93 feet and a chord bearing of South 20 degrees 24 minutes 21 seconds West; thence South 37 degrees 21 minutes 10 seconds West 119.22 feet; thence 77.10 feet along the arc of a curve to the right, said curve having a radius of 532.58 feet, a central angle of 08 degrees 17 minutes 41 seconds, a chord length of 77.03 feet, and a chord bearing of South 41 degrees 30 minutes 01 seconds West; thence South 45 degrees 38 minutes 51 seconds West 38.66 feet; thence North 41 degrees 49 minutes 23 seconds West 163.69 feet; thence North 49 degrees 13 minutes 09 seconds East 85.56 feet; thence North 00 degrees 04 minutes 00 seconds East 219.30 feet; thence South 89 degrees 56 minutes 00 seconds East 205.01 feet to the point of beginning.

The Developer shall have the right to expand the Condominium Project up to a total of forty-nine (49) additional buildings comprising a maximum of three hundred ninety-six (396) additional Units. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of buildings and/or Units in this Condominium Project may, at the option of the Developer or its successors or assigns, from time to time,

within a period ending six (6) years after the date of recordation of this Master Deed, be increased as aforesaid or contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of buildings be less than one (1) or more than eighty (80) and the number of Units be less than four (4) or more than four hundred (400).

The Developer reserves the right to withdraw land from the area described in this Section 7.01 and to modify the legal description of the boundaries thereof.

7.02 Withdrawal of Land. In connection with any contraction of the Condominium Project, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Article II (as it may be amended from time to time) as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. The Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development.

7.03 Restrictions on Expansion. The additional Units shall be substantially compatible in nature and appearance with other existing Units in the Condominium. All Condominium Units constructed on the land which may be added to the Project are restricted exclusively to residential use. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. The consent of any Co-owner is not required in relation to the election of the Developer. There is no obligation on the part of the Developer to add to the Condominium Project any portion of the area of future development described in this Article VII nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations. The Developer may establish on land designated as proposed future development on the Condominium Subdivision Plan which is not included in the Condominium, a rental development, a separate condominium project (or projects) or any other form of development.

7.04 Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in Exhibit B. The nature and appearance of all such altered buildings and/or Units shall be determined by Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the City of Farmington Hills.

7.05 Amendment of Master Deed. An enlargement or reduction in the 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. The percentages of value set forth in Article V hereof shall be proportionately readjusted to take into account the additional Units so as to preserve a total value of 100 for the entire Project. The precise determination of the readjustments in the

percentages of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining the percentages of value described in Article V. 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 buildings and Units in the Condominium Project as so enlarged. 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 the previously recorded Master Deed and all amendments thereto.

7.06 Consent of Interested Parties. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as their agent and attorney-in-fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VIII

RECREATIONAL FACILITIES

8.01 Election to Construct. The Developer may, in its sole discretion and at its sole cost, construct recreational facilities within the area of proposed future development described in Article VII including, but not limited to, a community building, swimming pool or other related amenity (hereinafter called the "Recreational Facilities"). Developer has no obligation to construct any Recreational Facilities. Final determination of the nature, design, layout and location of the Recreational Facilities, if constructed, will be at the sole discretion of the Developer.

8.02 Rights of Use and Sharing of Costs. It is intended that the Recreational Facilities, if constructed, will be designed for the use of Co-owners of the Condominium, not exceeding four hundred (400) such Units. Such facilities may be utilized, as provided below, by the occupants of Units located in the land described in Article II hereof, together with the area of proposed future development described in Article VII hereof. Since the ultimate size of the Condominium depends on market conditions from time to time and is not, therefore, presently predictable, it is possible that the area of proposed future development, as provided in Article VII, may ultimately consist of one or more condominium or multi-family rental developments. Developer, therefore, reserves the right on behalf of itself, its successors and assigns as owner of any Unit for sale or for rent, owned by it, its successors or assigns, located in the land areas

described in said Article II or VII, to utilize the Recreational Facilities upon payment of a proportionate share of the expenses of operation, repair, maintenance and replacement of such facilities. The proportionate share shall be based on the number of dwelling units on the land. The share of such expenses attributable to each such Unit shall be determined by multiplying the expenses of operation, maintenance, repair and replacement of the Recreational Facilities times a fraction, the numerator of which is one and the denominator of which is the number of dwelling units for which Certificates of Occupancy have been issued and which are entitled to use and obligated to support such facility pursuant to this easement. The owner of more than one (1) Unit shall pay the requisite share of such expenses attributable to each unit so owned. Any right to utilize said facilities by any person other than the Developer and Co-owners in the Condominium shall be created by a specific recorded instrument granting or assigning such right and expressly imposing upon the Owner of such Unit and his successors in title the obligation to bear the requisite proportionate share of such expenses. In no event, however, shall more than four hundred (400) Units be entitled to use the Recreational Facilities. The expenses of operation, repair, maintenance and replacement of the Recreational Facilities shall be deemed to include, but not necessarily be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain and repair said facilities, supplies incident thereto, real and personal property taxes in connection therewith and, in general, all expenses reasonably necessary or incident to the operation, maintenance, repair and replacement of said facilities. The easement for the use of Recreational Facilities retained hereunder shall also include a perpetual easement over the Condominium for reasonable pedestrian and vehicular ingress and egress to and from said Recreational Facilities for the reasonable use thereof by all persons entitled to such use.

8.03 Administration of Recreational Facilities. In the event that persons other than Co-owners of Condominium Units in the Condominium become entitled to use the Recreational Facilities, then decisions relating to the administration and maintenance of said facilities shall be made by a representative operating committee comprised of at least five (5) persons selected on a pro-rate basis by the Owners of dwelling units entitled to use the facility. Until the time that final composition of the users of such facilities has been determined, the Recreational Facilities shall be administered and maintained by the Condominium Association at which time the Developer shall determine the composition of such representative body in a manner which is fair and equitable. The Condominium Association shall be the owner of the Recreational Facilities. Regardless of the identity or composition of the representative administering body, all decisions relative to the administration and maintenance of the Recreational Facilities shall be governed by the following standards: (1) the Recreational Facilities shall be fairly and jointly administered; (2) an annual operating budget for said Recreational Facilities shall be prepared and all expenditures shall be consistent with said budget and subject to audit by all parties; (3) said budget shall provide reasonable maintenance of the Recreational Facilities; (4) no additions to the Recreational Facilities nor termination of the use thereof shall occur without the consent of sixty (60%) percent of the parties entitled to the

use thereof; (5) rules relating to the use of said facilities may be adopted by the representative body entitled to administer said facilities but shall be equitable and nondiscriminatory as to all users; (6) any easements of access reasonably necessary for utilization of the facilities by all persons entitled thereto shall be deemed to exist by reason hereof; (7) all disputes between parties entitled to the use of said facilities shall be subject to arbitration in accordance with the rules of the American Arbitration Association in effect at the time of the dispute; and (8) the failure of any party to pay its required share of the costs of operation, maintenance, repair and replacement of said facilities shall operate to suspend the right of said party to utilize said Recreational Facilities for so long as such costs shall remain unpaid (which remedy shall be in addition to all other remedies provided under the Condominium Documents or provided in any other instruments pertaining to the use of said facilities by any person or persons).

ARTICLE IX

EASEMENTS

9.01 Easements for Maintenance of Encroachments, Access and Support. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements for the benefit of the Co-owners 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 destruction. There shall be easements to the benefit of the Co-owners and the Association to, through and over those portions of the land, structures, buildings, improvements, floors and walls (including interior Unit walls) contained therein for the continuing maintenance, repair and replacement of all utilities and related fixtures, including water, sanitary sewer, gas, electricity and telephone and all Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

9.02 Easements Retained by the Developer

(a) **Easements for Ingress, Egress and Parking.** The Developer reserves for the benefit of itself and the land described in Article VII, or any portion or portions thereof, perpetual easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purpose of ingress to and egress from all or any portion of the parcel described in Article VII. As long as such easements exist, all expenses of maintenance, repair, replacement and resurfacing of any road, drive or walkway referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VII whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible for the maintenance of such road or roads and shall be obligated from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number

of Units in this Condominium, and the denominator of which is comprised of the total number of dwelling units for which Certificates of Occupancy have been issued, which are served by such roads, drives and walkways.

(b) **Utility Easements.** The Developer reserves for the benefit of itself and the land described in Article VII, 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, electricity, telephone, telecommunication systems, storm and sanitary sewer mains. In the event the Developer 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. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VII who benefit from such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling units for which Certificates of Occupancy have been issued located in the adjoining land described in Article VII who benefit from such utility mains. Provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium and by the owner or owners of the land described in Article VII or any portion thereof upon which are located the dwelling units which such lead or leads service.

9.03 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VII hereof; subject, however, to the approval of the Developer so long as the Developer shall offer a Unit for sale.

9.04 Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the

right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

9.05 **Dedication of Certain Easements.** The Developer reserves the right to grant easements over, under and across the Condominium Premises for streets and utilities and to dedicate rights-of-way and utilities to the public, appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments for such consideration as the Developer shall determine in its sole discretion. Any such dedication, easement or transfer of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master to effectuate the foregoing grant of easements or dedication. After the sale of the last Unit by the Developer, this right shall be assigned to the Association and may be exercised by the (or as replacements for such standard items to the extent 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 not responsibility for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing. Any improvements made by a Co-owner within his Unit shall be covered by easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, if paid to the Association, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE X

AMENDMENTS

10.01 **Amendments by Developer and Association.** Amendments may be made and recorded by Developer or by the Association

without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee or if it is for one or more of the purposes stated in Section 10.03 hereof. Any amendment made by the Association must be approved by the owners of a simple majority of the number of Units in the Condominium (unless a greater majority is specified in the Condominium Bylaws).

10.02 Amendments Requiring Two-Thirds (2/3) Approval. Except as otherwise provided herein, the Master Deed, Condominium Bylaws and Condominium Subdivision Plan may be amended, by the Developer or the Association, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees (unless a greater majority is specified in the Condominium Bylaws). A mortgagee shall have one (1) vote for each mortgage held. The Association may make no amendment without the written consent of the Developer as long as the Developer owns any Units in the Condominium or has the right to enlarge the Condominium.

10.03 Amendments Not Requiring Two-Thirds (2/3) Approval. Notwithstanding any contrary provision of this Master Deed or the Condominium Bylaws or Association Bylaws (but subject to the limitation contained in Section 10.04), the Developer reserves the right to amend materially this Master Deed or any of its Exhibits for any of the following purposes:

(a) To redefine Common Elements and/or adjust percentages of value in connection therewith, to redefine any converted area, to relocate garages, as Limited Common Elements as heretofore provided in this Master Deed, to define or redefine air-conditioner pads as General or Limited Common Elements, to equitably allocate the Association's expenses among the owners and to make any other amendments specifically described and permitted to Developer in any provision of this Master Deed;

(b) To modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements and/or percentages of value and to modify the General Common Elements in the area of unsold Units;

(c) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(d) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws or to correct errors in the boundaries or locations of improvements;

(e) To clarify or explain the provisions of the Master Deed or its Exhibits;

(f) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

Cottone, Treasurer of ITALO-AMERICAN CONDOMINIUM CORPORATION, on behalf of the corporation.

/s/ Diane B. Connelly

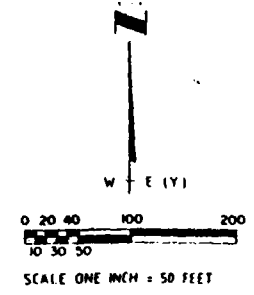
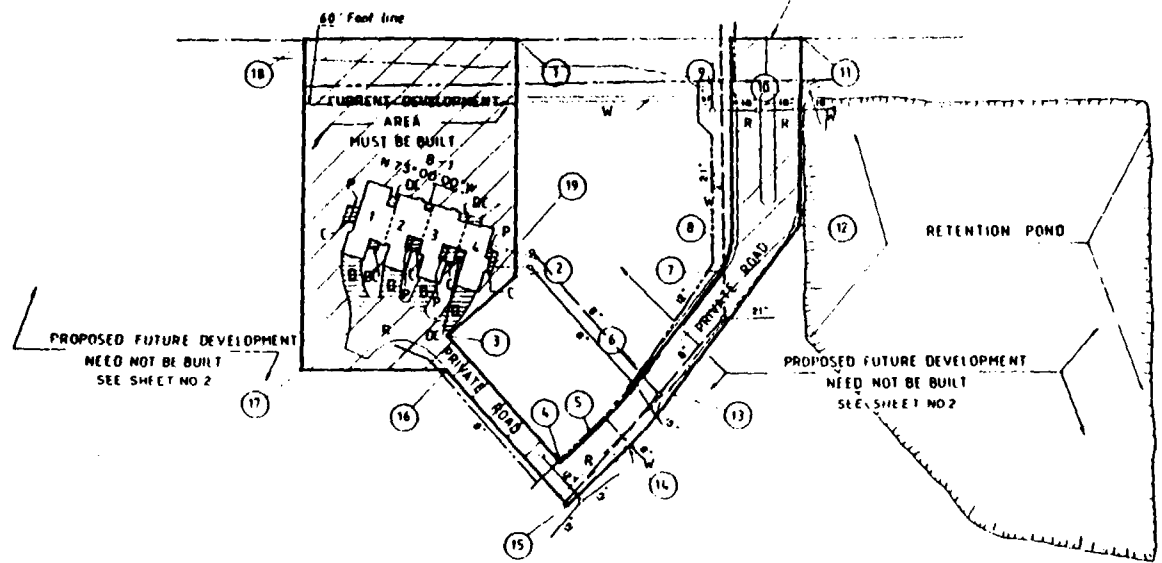
Diane B. Connelly
Notary Public ~~Macomb~~ County, MI
My Commission Expires: 3/20/88

MASTER DEED DRAFTED BY:

Jeffrey A. Supowit
MAGER, MONAHAN, DONALDSON & ALBER
2000 First National Building
Detroit, Michigan 48226

WHEN RECORDED, RETURN TO DRAFTER

NINE MILE ROAD (PUBLIC) Centerline of Nine Mile Road



- NOTE**
- 3 DENOTES UNIT NUMBER
 - DENOTES IRON PIPE
 - DENOTES CONCRETE MONUMENT
 - D DENOTES DRIVE - LIMITED COMMON ELEMENT
 - W DENOTES WALK - GENERAL COMMON ELEMENT
 - (3) DENOTES COORDINATE
 - N 00°00'00"W DENOTES BUILDING BEARING
 - P DENOTES PORCH
 - E DENOTES COURT YARD - LIMITED COMMON ELEMENT
 - DC DENOTES DECK
- WALKS WILL BE SHOWN ON AS BUILT DRAWINGS
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
- GARAGES ARE LIMITED COMMON ELEMENT
SEE FLOOR PLANS DETAIL OF PORCHS, DECKS, & COURT YARDS
UNITS 1 THRU 4 MUST BE BUILT
B-1 DENOTES BUILDING NUMBER
R DENOTES ROAD
15 FOOT CONVERTIBLE AREA AROUND ENTER BUILDING

PROPOSE FUTURE DEVELOPEMET
NEED NOT BE BUILT
SEE SHEET NO 2

NOTE
ALL SANITARY SEWER LEADS ARE 6"
GAS, POWER, AND PHONE LINES WILL BE SHOWN
ON AS BUILT DRAWINGS
UTILITY METERS WILL BE SHOWN ON AS BUILT DRAWINGS
12" DENOTES SIZE OF UTILITY

COORDINATE VALUES

PT	NORTH	EAST	PT	NORTH	EAST
1	5000 27	4761 98	10	5000 00	4999 99
2	4780 97	4761 73	11	5000 05	5032 99
3	4725 08	4696 94	12	4824 99	5033 51
4	4603 10	4806 10	13	4666 50	4912 61
5	4630 12	4833 74	14	4605 10	4850 21
6	4687 82	4884 78	15	4561 59	4813 71
7	4780 16	4960 30	16	4691 03	4697 89
8	4810 64	4970 55	17	4698 43	4562 89
9	5000 03	4967 00	18	5000 50	4561 98
			19	4763 98	4726 12

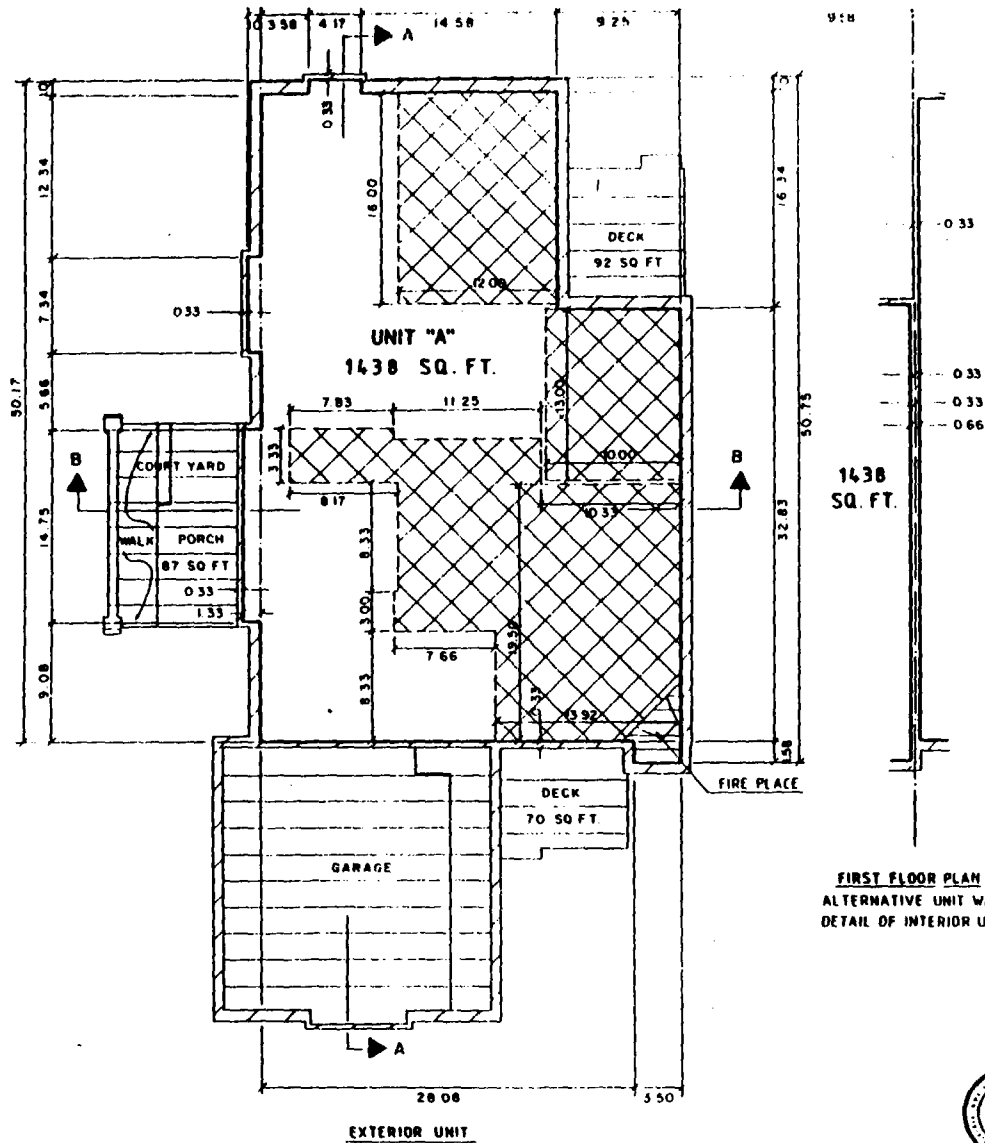
LEGEND	UTILITY	SOURCE OF LOCATION
	WATER	ZEIMET WOZNAK & ASSOC, INC
	SANITARY SEWER	ZEIMET WOZNAK & ASSOC, INC
	STORM SEWER	ZEIMET WOZNAK & ASSOC, INC
	GAS	
	POWER METERS	
	TELEPHONE	
	SERVICE LEAD	





- WILL BE SHOWN ON AS-BUILT DRAWINGS



AUG 8, 1987 *Robert J. Zeimet* PROPOSED

REVISIONS	DATE BY	RIVER PARKS OF FARMINGTON CONDOMINIUM
SITE AND UTILITY PLAN		
RIVER PARKS OF FARMINGTON CONDOMINIUM		
Civil Engineers & Land Surveyors		
1400 S. FARMINGTON ROAD		
MILWAUKEE, WISCONSIN 53211		



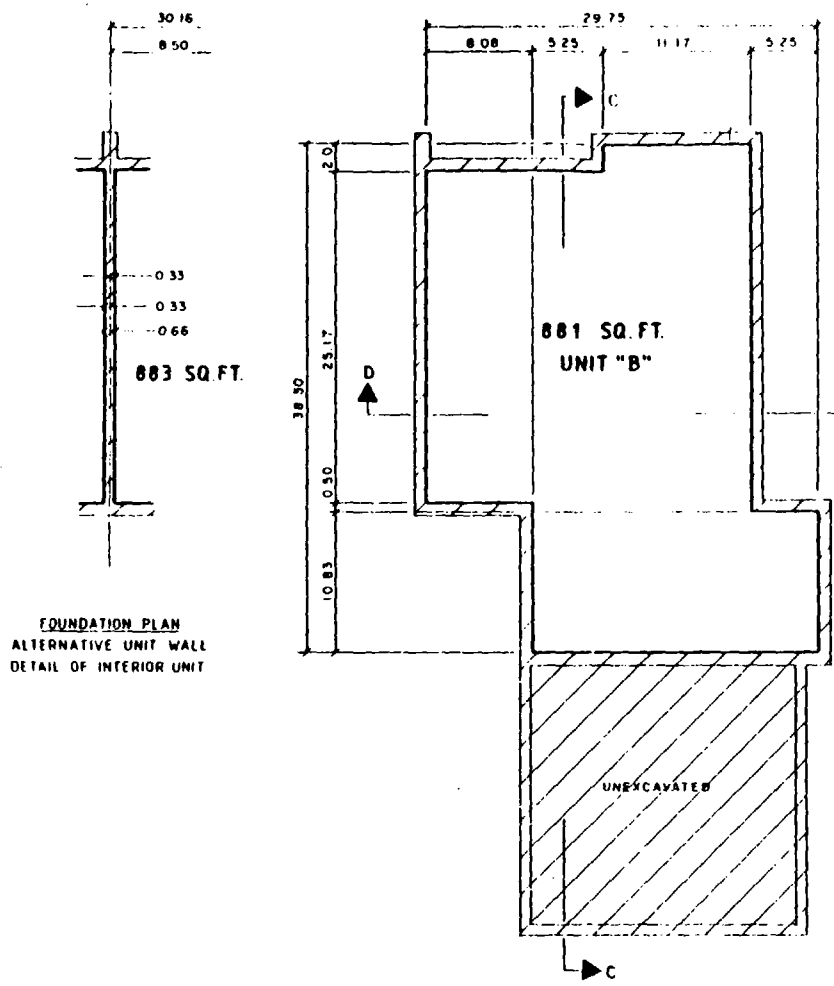
-  SLOPED CEILING
-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
 ALL WALLS ARE 0.75 UNLESS OTHERWISE NOTED
 SCALE 1/4 INCH = 1.0 FOOT
 0 5 10 15

FIRST FLOOR PLAN
 ALTERNATIVE UNIT WALL
 DETAIL OF INTERIOR UNIT



AUG. 8, 1987		PROPOSED	
REVISIONS	DATE	RIVER PINES OF FARMINGTON CONDOMINIUM	
		TYPICAL FIRST FLOOR PLAN FOR UNIT TYPE "A"	
		ROBERT J. [Name]	
		CIVIL ENGINEER & 1000 [Address]	
		[Address]	
		[Address]	
		[Address]	



FOUNDATION PLAN
ALTERNATIVE UNIT WALL
DETAIL OF INTERIOR UNIT

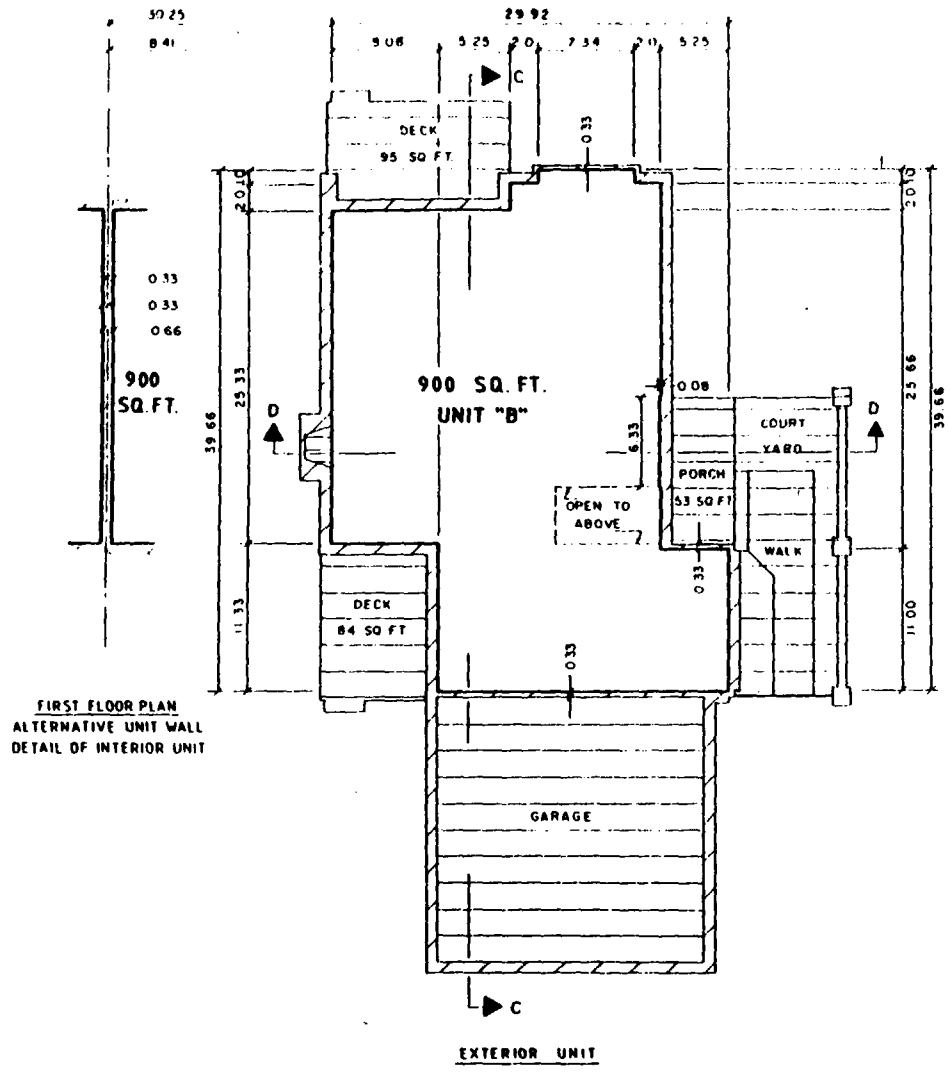
EXTERIOR UNIT

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
ALL WALLS ARE 0.83 UNLESS OTHERWISE NOTED
SCALE: 1/4 INCH = 1.0 FOOT
0 5 10 15



AUG 8, 1987		PROPOSED	
REVISIONS		RIVER PINES OF FARMINGTON CONDOMINIUM	
ITEM	DATE	TYPICAL BASEMENT PLAN FOR UNIT TYPE "B"	
		286-RT-100-1000	
DRAWN BY: [Signature]		CHECKED BY: [Signature]	
SCALE: 1/4" = 1'-0"		SHEET NO. 7	



FIRST FLOOR PLAN
 ALTERNATIVE UNIT WALL
 DETAIL OF INTERIOR UNIT

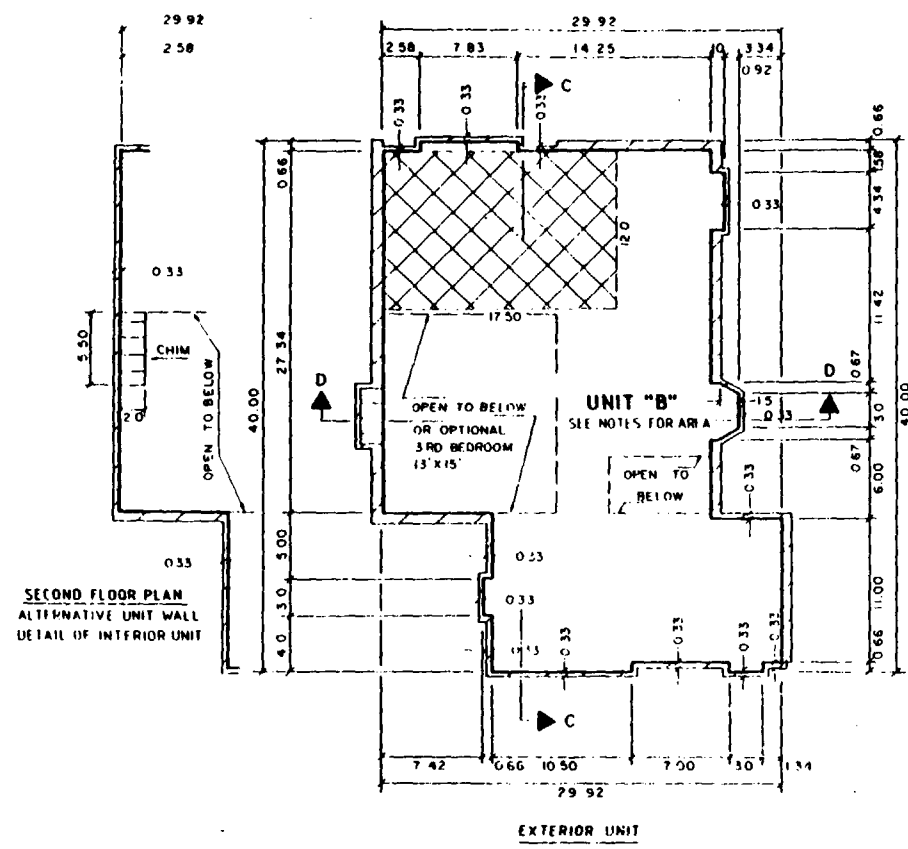
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
 ALL WALLS ARE 0.75 UNLESS OTHERWISE NOTED
 GARAGE ARE LIMITED COMMON ELEMENT

SCALE: 1/4 INCH = 10 FEET
 0 5 10 15



AUG. 8, 1987		PROPOSED	
REVISIONS	DATE	RIVER PINES OF FARMINGTON CONDOMINIUM	
		TYPICAL FIRST FLOOR PLAN FOR UNIT TYPE "B"	
		ROBERT WOODMAN	
		Civil Engineer & Land Surveyor	
		10000	
		STATE OF MARYLAND	
		LIC. NO. 10000	



- SLOPED CEILING
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER,
EXCEPT WHERE SHOWN
ALL WALLS ARE 0.75 UNLESS OTHERWISE NOTED
SCALE 1/4 INCH = 1.0 FOOT
0 5 10 15

- 749 SQ FT WITH 3RD BEDROOM
 - 754 SQ FT WITHOUT 3RD BEDROOM
 - 947 SQ FT WITH 3RD BEDROOM
 - 752 SQ FT WITHOUT 3RD BEDROOM
- EXTERIOR UNIT
- INTERIOR UNIT



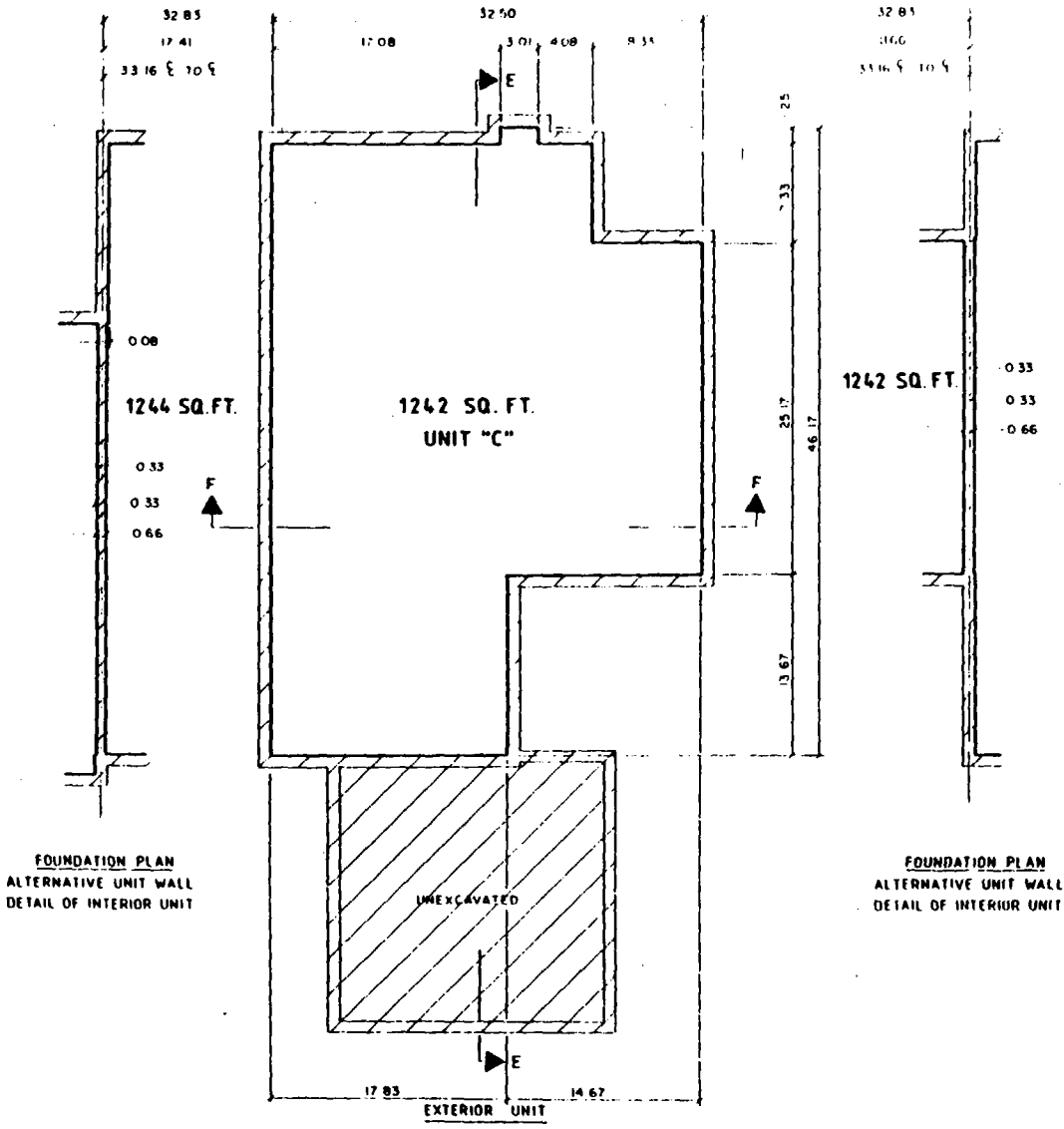
AUG. 8, 1987 PROPOSED

REVISIONS	DATE	BY

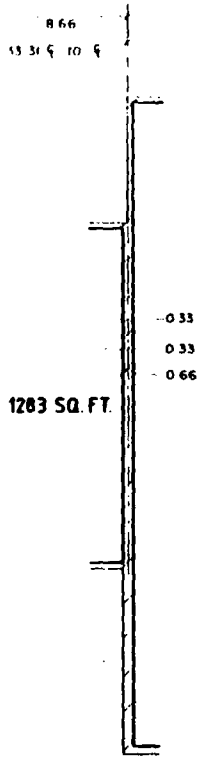
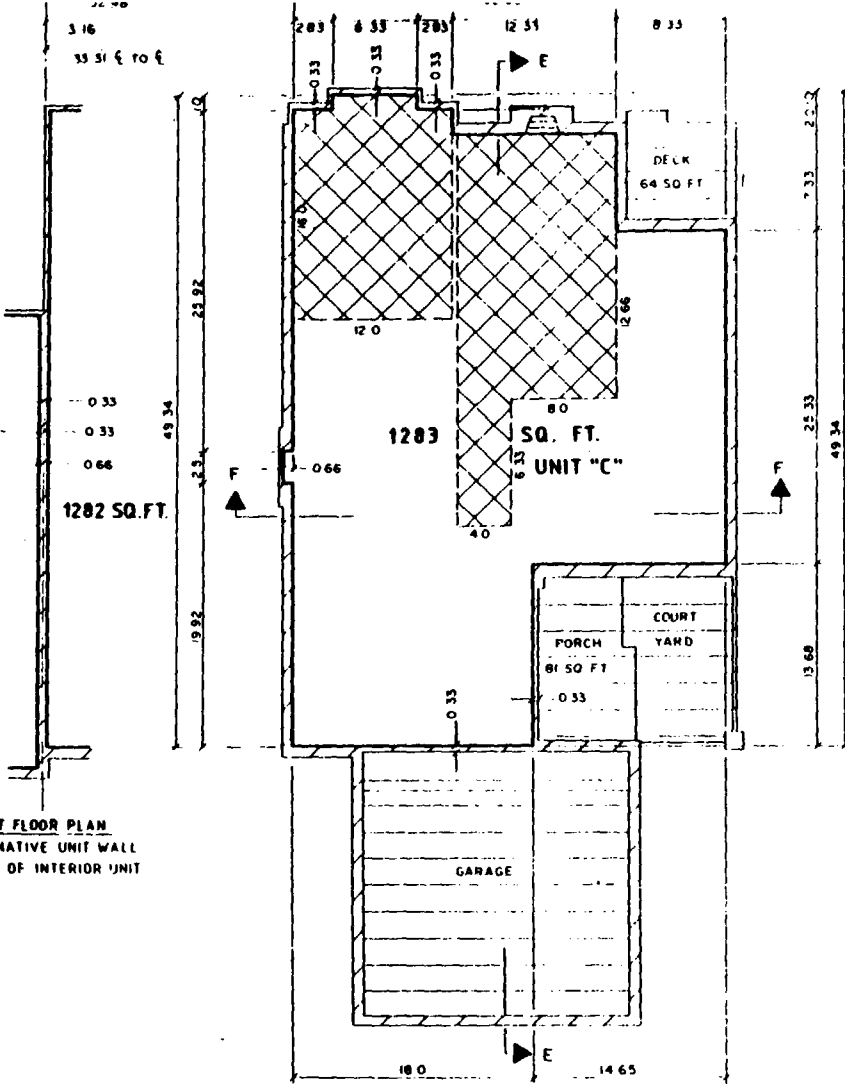
RIVER PINES OF FARMINGTON
CONDOMINIUM
TYPICAL SECOND FLOOR PLAN
FOR UNIT TYPE "B"

FRANK W. WOODMAN
CIVIL ENGINEER & LAND SURVEYOR
1987 FARMINGTON ROAD
WINDY HILL, MISSISSIPPI 39201
P.L.L.C.

9







AUG 8, 1987		PROPOSED	
REVISIONS	DATE	RIVER PINES OF FARMINGTON CONDOMINIUM	
		TYPICAL BASEMENT PLAN FOR UNIT TYPE "C"	
		ROBERT WOODMAN	
		CIVIL ENGINEER & LAND SURVEYOR	
		STATE OF NEW YORK	
		10	



FIRST FLOOR PLAN
ALTERNATIVE UNIT WALL
DETAIL OF INTERIOR UNIT

FIRST FLOOR PLAN
ALTERNATIVE UNIT WALL
DETAIL OF INTERIOR UNIT

-  SLOPED CEILING
-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP

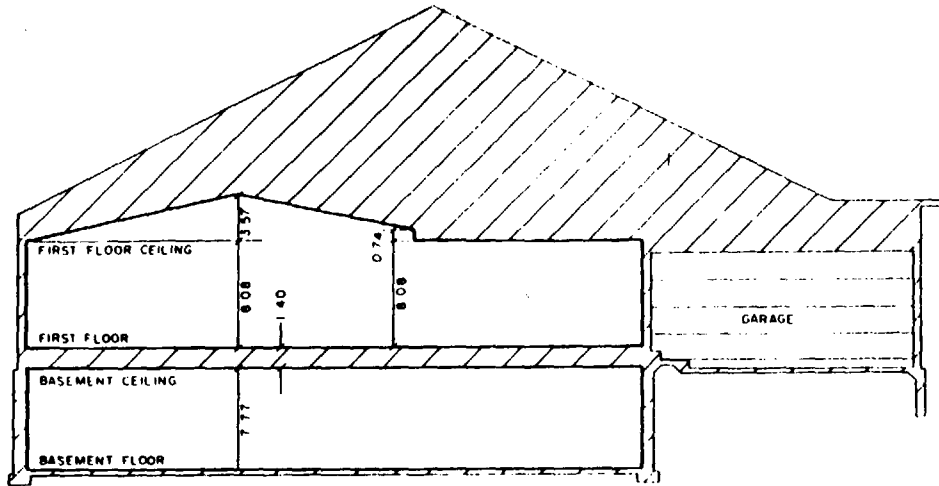
ALL OWNERSHIP LINES ARE 90° TO EACH OTHER

ALL WALLS ARE 0.75 UNLESS OTHERWISE NOTED
GARAGE ARE LIMITED COMMON ELEMENT

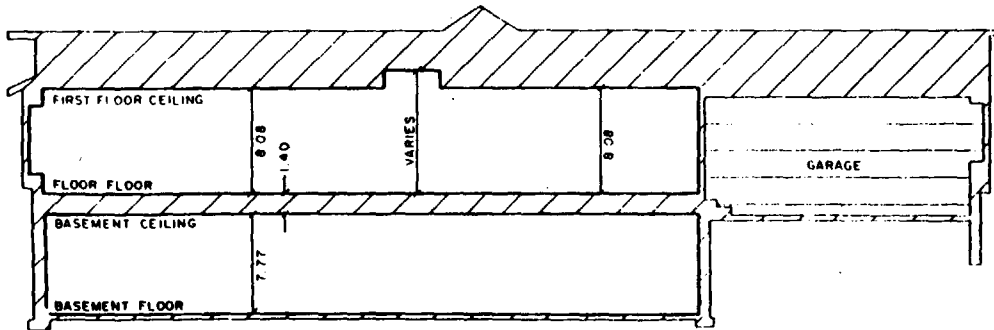
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0 5 10 15






MAY 8, 1987		PROPOSED	
REVISIONS	DATE	RIVER PINES OF FARMINGTON CONDOMINIUM	
		TYPICAL FIRST FLOOR PLAN FOR UNIT TYPE "C"	
		FRANK W. WILSON	
		CIVIL ENGR. - 2795 N. LAND SUBDIVISION	
		11	



SECTION E-E
UNIT "C"



SECTION A-A
UNIT "A"

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP

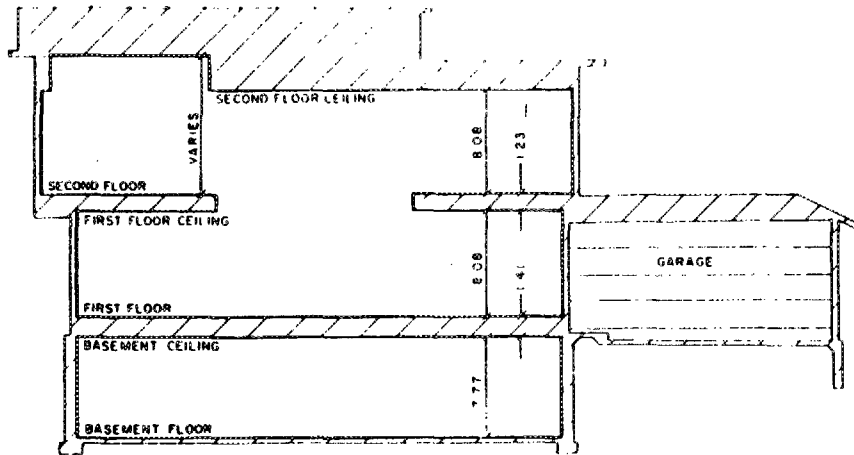
ALL OWNERSHIP LINES ARE 90° TO EACH OTHER,
EXCEPT AS SHOWN

SCALE: 1/4" INCH = 10 FEET
0 5 10 15

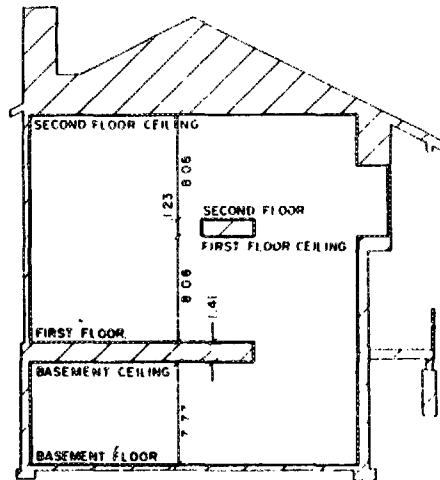
SEE SHEET NUMBER 15 FOR FIRST FLOOR ELEVATIONS
OF UNITS 1, 2, 3

AUG. 8, 1987		PROPOSED	
REVISIONS		RIVER PINES OF FARMINGTON CONDOMINIUM	
ITEM	DATE	TYPICAL CROSS SECTIONS FOR UNIT TYPES "A" AND "C"	
		DEB. VANDERMAN	
		CIVIL ENGINEER & LAND SURVEYOR 1001 FARMINGTON DRIVE FARMINGTON, MINNESOTA 55020 (612) 251-8800	
			12








SECTION C-C



SECTION D-D

 GENERAL COMMON ELEMENT

 LIMITED COMMON ELEMENT

 LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER

SCALE: 1/4 INCH = 10 FEET

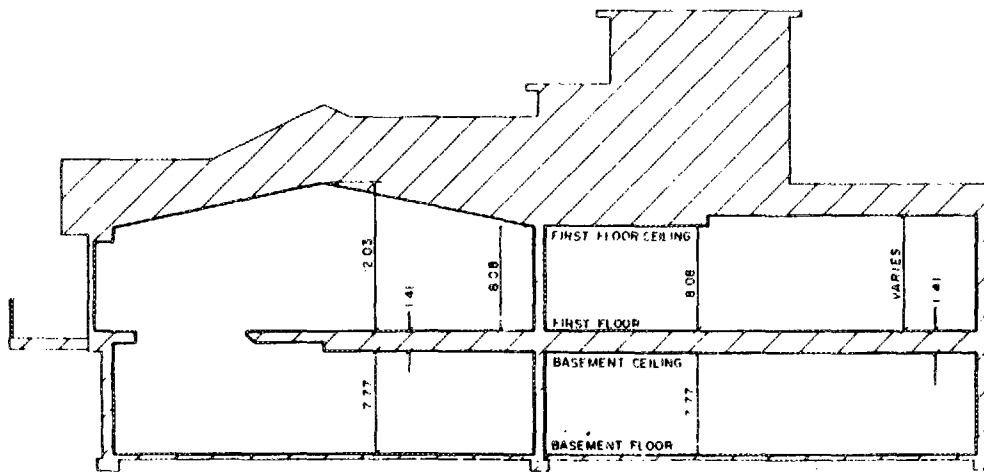
0 5 10 15




SEE SHEET NUMBER 15 FOR FIRST FLOOR ELEVATION OF UNIT 4



AUG. 8, 1987 *E. J. [Signature]* PROPOSED

REVISIONS		RIVER PINES OF FARMINGTON CONDOMINIUM	
ITEM	DATE	BY	DATE
TYPICAL CROSS SECTIONS FOR UNIT TYPE B		13	
W. W. WOODWARD CIVIL ENGINEER & LAND SURVEYOR 605 FARMING ROAD WESTFIELD, MASSACHUSETTS 01085 TEL: 781-339-1111		13	



-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER EXCEPT AS SHOWN

SCALE - 1/4 INCH = 10 FOOT

0 5 10 15

SEE SHEET NUMBER 15 FOR FIRST FLOOR ELEVATIONS OF UNITS 1, 2, 3

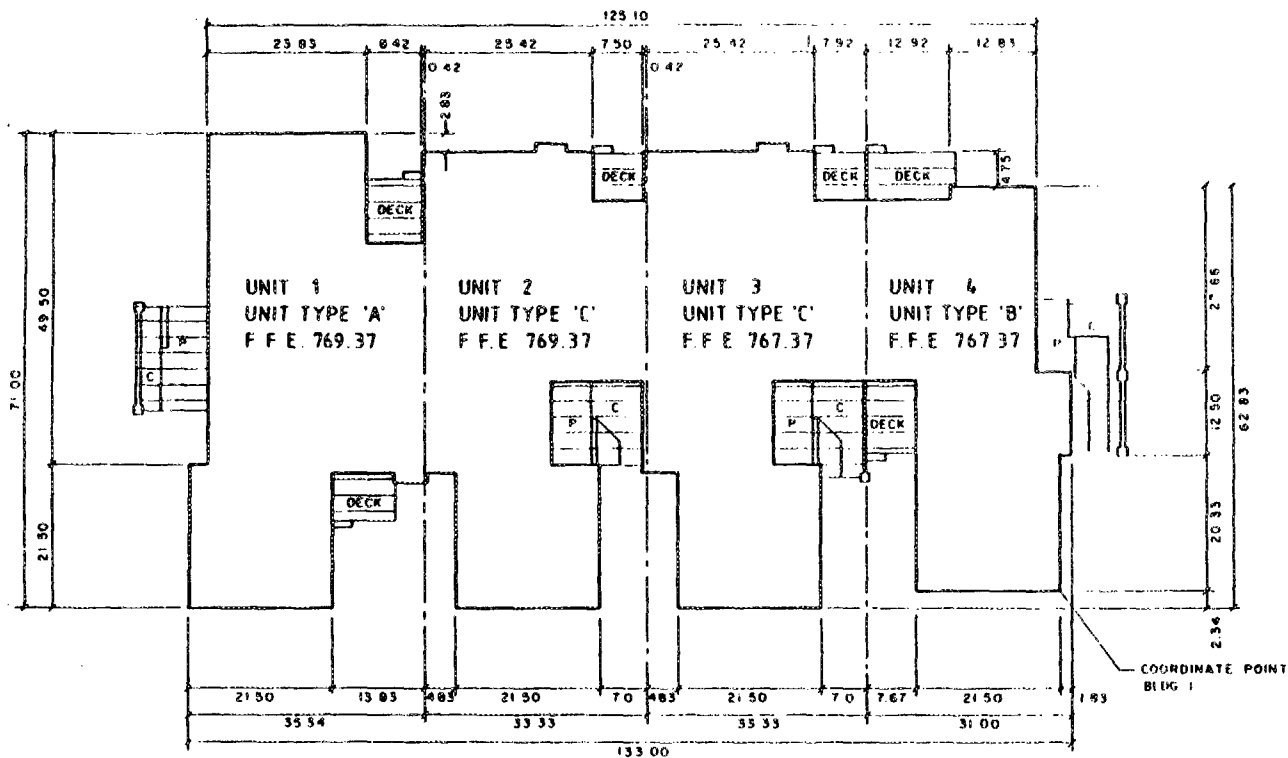
SECTION B-B
UNIT "A"

SECTION F-F
UNIT "C"



AUG 8, 1987		PROPOSED	
REVISIONS	DATE	RIVER PINES OF FARMINGTON CONDOMINIUM	
		TYPICAL CROSS SECTIONS FOR UNIT TYPES "A" AND "C"	
		KEVIN WOODMAN	
		CIVIL ENGINEER NO. 0-1100031000	
		STATE OF ILLINOIS	
		UNIVERSITY OF ILLINOIS	
		CHICAGO, ILLINOIS	

BUILDING BEARING



GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

SEE FLOOR PLANS FOR DETAILED MEASUREMENTS

C DENOTES COURTYARD

SCALE: 1/8 INCH = 10 FEET

0 5 10 20 30

P DENOTES PORCH

--- CENTERLINE



MAY 8, 1987		PROPOSED	
REVISIONS		RIVER PINES OF FARMINGTON	
DATE		CONDOMINIUM	
DATE		PERIMETER PLAN FOR	
DATE		BUILDING 1	
DATE		JAMES P. BRENNAN	
DATE		CIVIL ENGINEER & LAND SURVEYOR	
DATE		STATE OF NEW YORK	
DATE		15	

LIBR 107950757

REPLAT NO. 2
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 508
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
RIVER PINES OF FARMINGTON CONDOMINIUM
CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN.

SURVEYOR
ZEIMREY WOZNIAK & ASSOC., INC.
28450 FRANKLIN RD
SOUTHFIELD, MI. 48034

DEVELOPER
ITALO-AMERICAN CONDOMINIUM CORP
21971 FARMINGTON RD.
FARMINGTON HILLS, MI 48024

DESCRIPTION

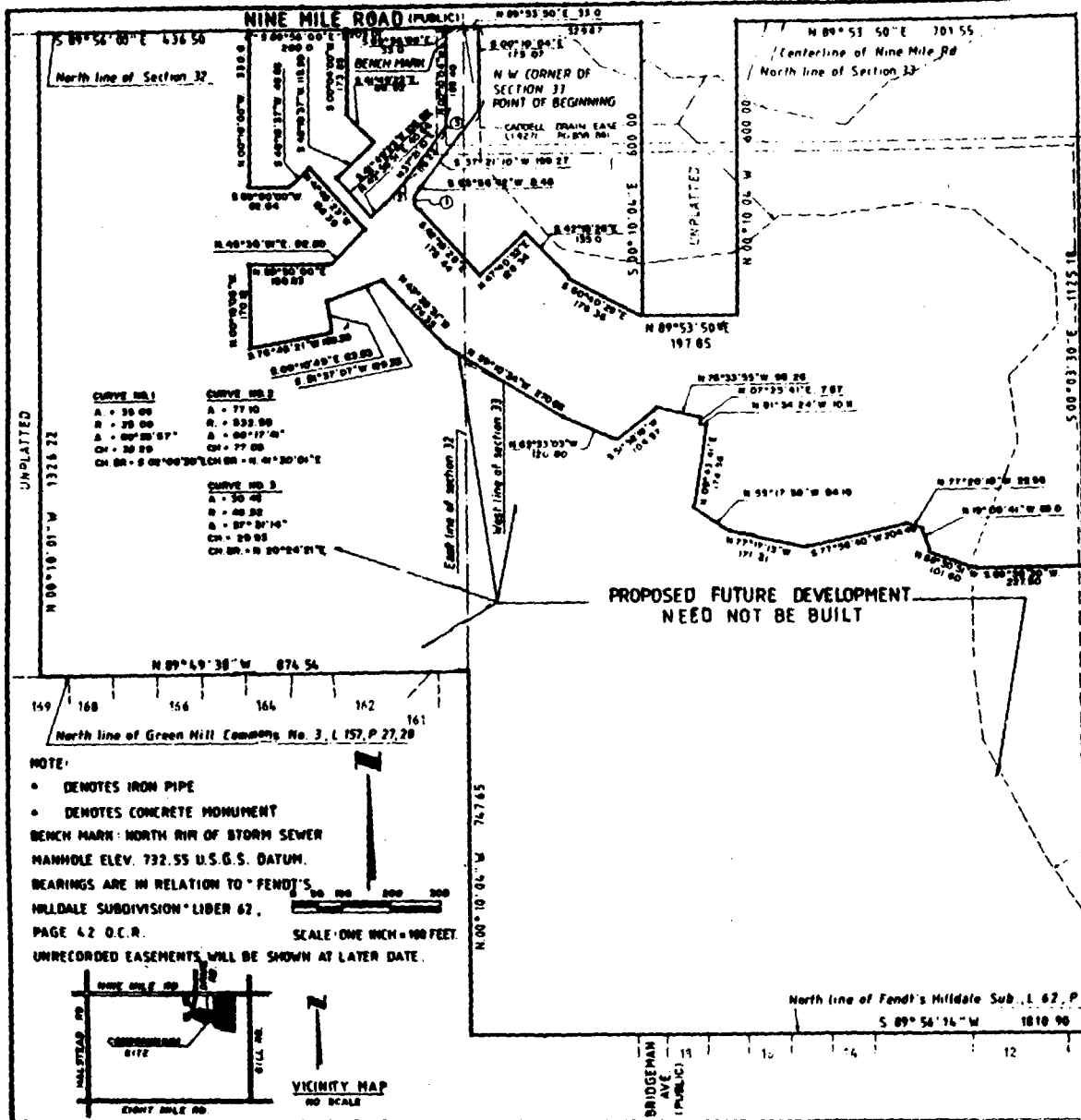
PART OF THE S.W. 1/4 OF SECTION 23 AND PART OF THE S.E. 1/4 OF SECTION 22, T. 1 N., R. 9 E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: AT THE S.W. CORNER OF SAID SECTION 23; THENCE FROM SAID POINT OF BEGINNING S. 89°31'50" E. 33.00 FEET ALONG THE S. LINE OF SAID SECTION 23, SAID LINE ALSO BEING THE CONTINUED OF FIELD HOLE ROAD; THENCE S. 09°10'04" E. 178.07 FEET; THENCE S. 37°21'10" W. 109.37 FEET; THENCE 10.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 847.84 FEET, A CENTRAL ANGLE OF 03°00'04", A CHORD LENGTH OF 10.04 FEET AND A CHORD BEARING OF S. 40°04'30" W.; THENCE 22.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 00°34'04", A CHORD LENGTH OF 21.30 FEET AND A CHORD BEARING OF S. 36°31'30" E.; THENCE S. 42°10'30" E. 176.44 FEET; THENCE S. 47°00'22" E. 120.26 FEET; THENCE S. 43°10'50" E. 125.00 FEET; THENCE S. 00°00'20" E. 178.24 FEET; THENCE S. 09°21'50" E. 107.00 FEET; THENCE S. 00°10'04" W. 600.00 FEET; THENCE S. 09°21'50" E. 701.50 FEET; THENCE S. 00°00'20" E. 1121.10 FEET; THENCE S. 09°24'30" E. 227.00 FEET; THENCE S. 00°20'02" W. 101.00 FEET; THENCE S. 10°00'41" W. 95.00 FEET; THENCE S. 77°00'10" E. 20.95 FEET; THENCE S. 77°00'40" W. 204.00 FEET; THENCE S. 77°27'13" W. 171.31 FEET; THENCE S. 59°17'50" W. 04.10 FEET; THENCE S. 00°43'41" E. 174.26 FEET; THENCE S. 01°24'24" W. 10.11 FEET; THENCE S. 00°20'14" E. 7.27 FEET; THENCE S. 70°33'58" W. 90.26 FEET; THENCE S. 51°20'19" W. 104.87 FEET; THENCE S. 43°23'02" W. 120.00 FEET; THENCE S. 00°10'24" W. 370.64 FEET; THENCE S. 43°20'31" W. 174.26 FEET; THENCE S. N. 00°00'00" W. 107.00 FEET; THENCE S. 00°00'00" W. 284.47 FEET; THENCE S. 00°10'00" W. 170.12 FEET; THENCE S. 00°00'00" E. 150.00 FEET; THENCE S. 43°20'02" E. 90.16 FEET; THENCE S. 11°40'33" E. 120.74 FEET; THENCE S. 09°20'00" W. 20.23 FEET; THENCE S. 40°10'37" W. 30.28 FEET; THENCE S. 09°20'00" W. 02.04 FEET; THENCE S. 00°10'00" E. 120.00 FEET; THENCE S. 09°20'00" E. 200.00 FEET; THENCE S. 00°04'00" W. 172.00 FEET; THENCE S. 01°40'33" E. 04.00 FEET; THENCE S. 00°10'37" W. 119.00 FEET; THENCE S. 41°40'22" E. 100.00 FEET; THENCE S. 49°20'51" E. 30.04 FEET; THENCE 77.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 832.50 FEET, A CENTRAL ANGLE OF 00°17'41", A CHORD LENGTH OF 77.05 FEET, AND A CHORD BEARING OF S. 41°20'01" E.; THENCE S. 37°21'10" E. 119.22 FEET; THENCE 30.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 46.32 FEET, A CENTRAL ANGLE OF 37°21'10", A CHORD LENGTH OF 29.93 FEET, AND A CHORD BEARING OF S. 10°24'21" E.; THENCE S. 00°10'04" W. 109.00 FEET TO THE SOUTH LINE OF SAID SECTION 23; THENCE ALONG SAID LINE S. 00°24'06" E. 22.00 FEET TO THE POINT OF BEGINNING. EXCEPTING THE NORTH 60.00 FEET THEREOF DEED TO THE CITY OF FARMINGTON HILLS FOR ROAD PURPOSES.

- * 1 TITLE PAGE
- * 2 SURVEY AND COMPOSITE PLAN
- * 3 SITE PLAN
- * 3A SITE PLAN
- * 3B UTILITY PLAN
- * 3C UTILITY PLAN
- * 4 FLOOD PLAIN PLAN
- * 5. TYPICAL BASEMENT PLAN FOR UNIT TYPE "A" (UNIT 1, 5, 6, 9, 13, 17, 26, 29, 39, 37, 61, 45, 47, 40, 51, 52, 53, 55, 59.)
- * 6. TYPICAL FIRST FLOOR PLAN FOR UNIT TYPE "A" (UNIT 1, 5, 6, 9, 13, 17, 26, 29, 33, 37, 61, 45, 47, 40, 51, 52, 53, 55, 59.)
- * 7. TYPICAL BASEMENT PLAN FOR UNIT TYPE "B" (UNIT 4, 8, 12, 16, 20, 21, 25, 32, 36, 40, 44, 46, 49, 54, 56.)
- * 8. TYPICAL FIRST FLOOR PLAN FOR UNIT TYPE "B" (UNIT 4, 8, 12, 16, 20, 21, 25, 32, 36, 40, 44, 46, 49, 54, 56.)
- * 9. TYPICAL SECOND FLOOR PLAN FOR UNIT TYPE "B" (UNIT 4, 8, 12, 16, 20, 21, 25, 32, 36, 40, 44, 46, 49, 54, 56.)
- * 10. TYPICAL BASEMENT PLAN FOR UNIT TYPE "C" (UNIT 2, 3, 7, 10, 11, 14, 15, 18, 19, 22, 23, 26, 27, 30, 31, 34, 35, 38, 39, 42, 43, 50, 57, 58.)
- * 11. TYPICAL FIRST FLOOR PLAN FOR UNIT TYPE "C" (UNIT 2, 3, 7, 10, 11, 14, 15, 18, 19, 22, 23, 26, 27, 30, 31, 34, 35, 38, 39, 42, 43, 50, 57, 58.)
- * 12. TYPICAL CROSS SECTIONS FOR UNIT TYPES "A" AND "C" (UNIT 1, 2, 3, 5, 6, 7, 9, 10, 11, 13, 14, 15, 17, 19, 22, 23, 24, 26 THRU 31, 33, 34, 35, 37, 38, 39, 41, 42, 43, 45, 47, 40, 50, 51, 52, 53, 55, 57, 58, 59.)
- * 13. TYPICAL CROSS SECTIONS FOR UNIT TYPE "B" (UNIT 4, 8, 12, 16, 20, 21, 25, 32, 36, 40, 44, 46, 49, 54, 56.)
- * 14. TYPICAL CROSS SECTIONS FOR UNIT TYPES "A" AND "C" (UNIT 1, 2, 3, 5, 6, 7, 9, 10, 11, 13, 14, 15, 17, 19, 22, 23, 26, 26 THRU 31, 33, 34, 35, 37, 38, 39, 41, 42, 43, 45, 47, 40, 50, 51, 52, 53, 55, 57, 58, 59.)
- * 15. PERIMETER PLAN FOR BUILDINGS 4, 6, 12, 17, 21, 20, 85, 87, 91, 92, 93.

NOTE:
THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED, DATED 12-6-80. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.



DEC 6, 1980		PROPOSED	
REVISIONS	DATE	RIVER PINES OF FARMINGTON CONDOMINIUM	
		TITLE PAGE	
		ZEIMREY WOZNIAK & ASSOC., INC.	
		CIVIL ENGINEER & LAND SURVEYOR	
		STATE OF MICHIGAN	
		LICENSE NO. 107950757	



SURVEYOR'S CERTIFICATE:

I, EUGENE F. ZETMET, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS;

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1970;

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1970;

THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1970.

MAY 8 1980
 DATE
 EUGENE F. ZETMET
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 9209
 ZETMET HOZNIAR & ASSOC., INC
 SOUTHFIELD, MICHIGAN 48034

NOTE:

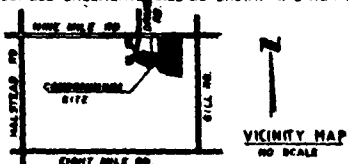
- DENOTES IRON PIPE
- DENOTES CONCRETE MONUMENT

BENCH MARK: NORTH RIM OF STORM SEWER MANHOLE ELEV. 732.55 U.S.G.S. DATUM.

BEARINGS ARE IN RELATION TO FENDT'S HILDALE SUBDIVISION - LIBER 62, PAGE 42 O.C.R.

UNRECORDED EASEMENTS WILL BE SHOWN AT LATER DATE.

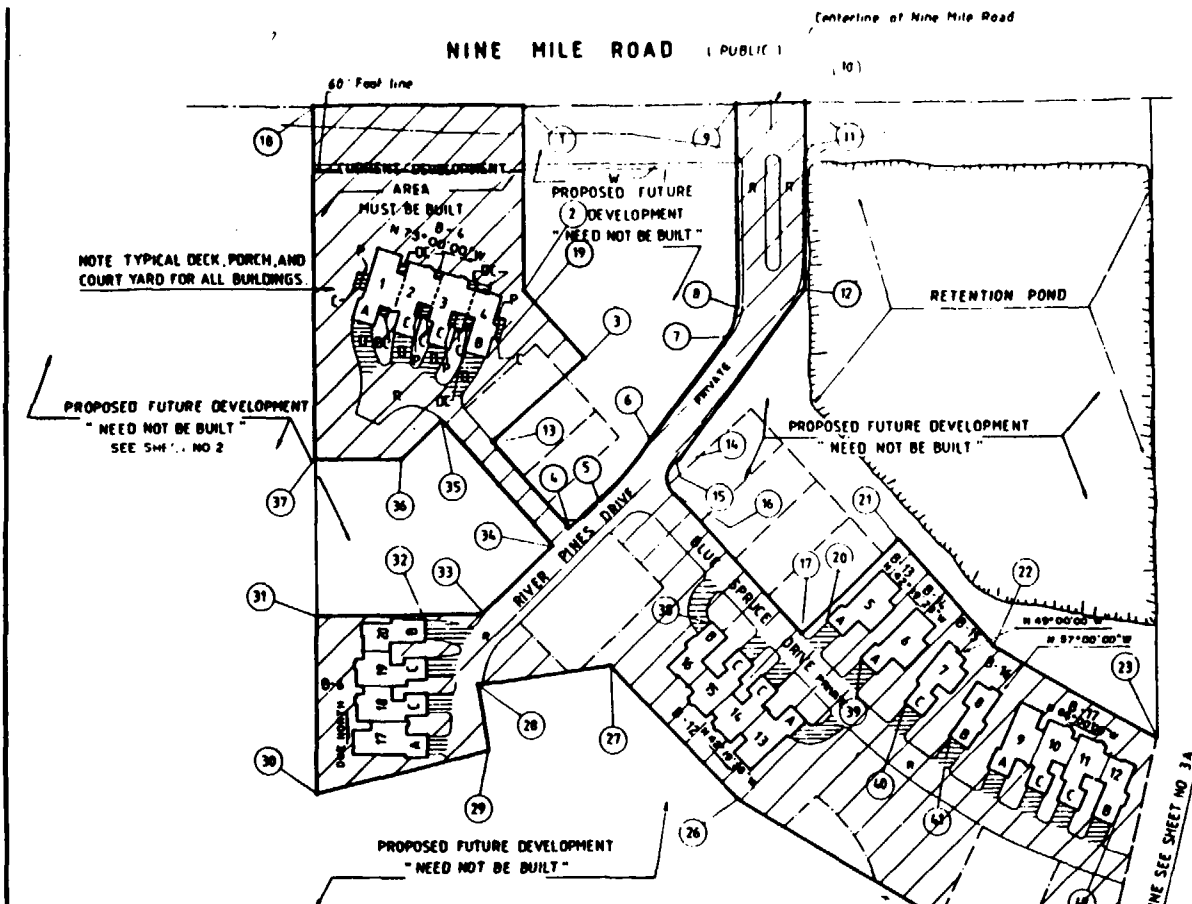
SCALE: ONE INCH = 100 FEET.



MAY 8 1980
 RIVER PINES OF FARMINGTON CONDOMINIUM
 SURVEY & COMPOSITE PLAN
 0000000000000000

NINE MILE ROAD (PUBLIC)

(entering at Nine Mile Road)



NOTE TYPICAL DECK, PORCH, AND COURT YARD FOR ALL BUILDINGS.

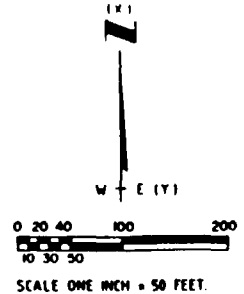
PROPOSED FUTURE DEVELOPMENT "NEED NOT BE BUILT" SEE SHEET NO 2

PROPOSED FUTURE DEVELOPMENT "NEED NOT BE BUILT"

PROPOSED FUTURE DEVELOPMENT "NEED NOT BE BUILT"

COORDINATE VALUES

PT	NORTH	EAST	PT	NORTH	EAST	PT	NORTH	EAST	PT	NORTH	EAST
1	5000.27	4761.90	10	5000.00	4999.99	19	4763.00	4726.12	20	4452.33	4710.50
2	4826.42	4761.79	11	5000.05	5032.99	20	4514	5051	29	4309.31	4720.76
3	4761.65	4819.75	12	4824.99	5033.51	21	4506.04	5119.76	30	4350.51	4563.07
4	4604.69	4804.60	13	4684.36	4733.30	22	4487.03	5210.66	31	4520.63	4563.30
5	4633.11	4833.75	14	4666.50	4912.61	23	4400.65	5364.42	32	4515	4670
6	4690.00	4884.79	15	4663.13	4904.00	24	4152.55	5307.47	33	4521.09	4722.21
7	4705.57	4957.13	16	4630.00	4906.07	25	4206.36	5199.32	34	4585.96	4780.57
8	4813.62	4967.56	17	4500.43	5026.07	26	4345.04	4966.09	35	4704.00	4682.95
9	5000.03	4967.00	18	5000.50	4561.98	27	4471.10	4846.52	36	4470.75	4445.79
									PT	NORTH	EAST
									37	4670.51	4562.95
									38	4511	4941
									39	4478	5083
									40	4433	5123
									41	4400	5165
									42	4316	5320



- NOTE**
- 3 DENOTES UNIT NUMBER
 - DENOTES IRON PIPE
 - DENOTES CONCRETE MONUMENT
 - D DENOTES DRIVE - LIMITED COMMON ELEMENT
 - W DENOTES WALK - GENERAL COMMON ELEMENT
 - ③ DENOTES COORDINATE
 - N 00°00'00"W DENOTES BUILDING BEARING
 - P DENOTES PORCH
 - C DENOTES COURT YARD - LIMITED COMMON ELEMENT
 - DC DENOTES DECK
- WALKS WILL BE SHOWN ON AS BUILT DRAWINGS
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
- GARAGES ARE LIMITED COMMON ELEMENT
SEE FLOOR PLANS DETAIL OF PORCHES, DECKS, & COURT YARDS
UNITS 1 THRU 36 MUST BE BUILT.
- B-1 DENOTES BUILDING NUMBER
 - R DENOTES ROAD
 - 15 FOOT CONVERTIBLE AREA AROUND ENTER BUILDING
 - LETTERS A, B, C WITHIN UNIT DENOTES UNIT TYPE
 - DENOTES CONVERTIBLE AREA LIMITS.



MAY 9, 1988

REVISIONS

RIVER PINES OF FARMINGTON CONDOMINIUM

SITE PLAN

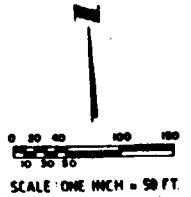
REVISIONS

DATE

BY

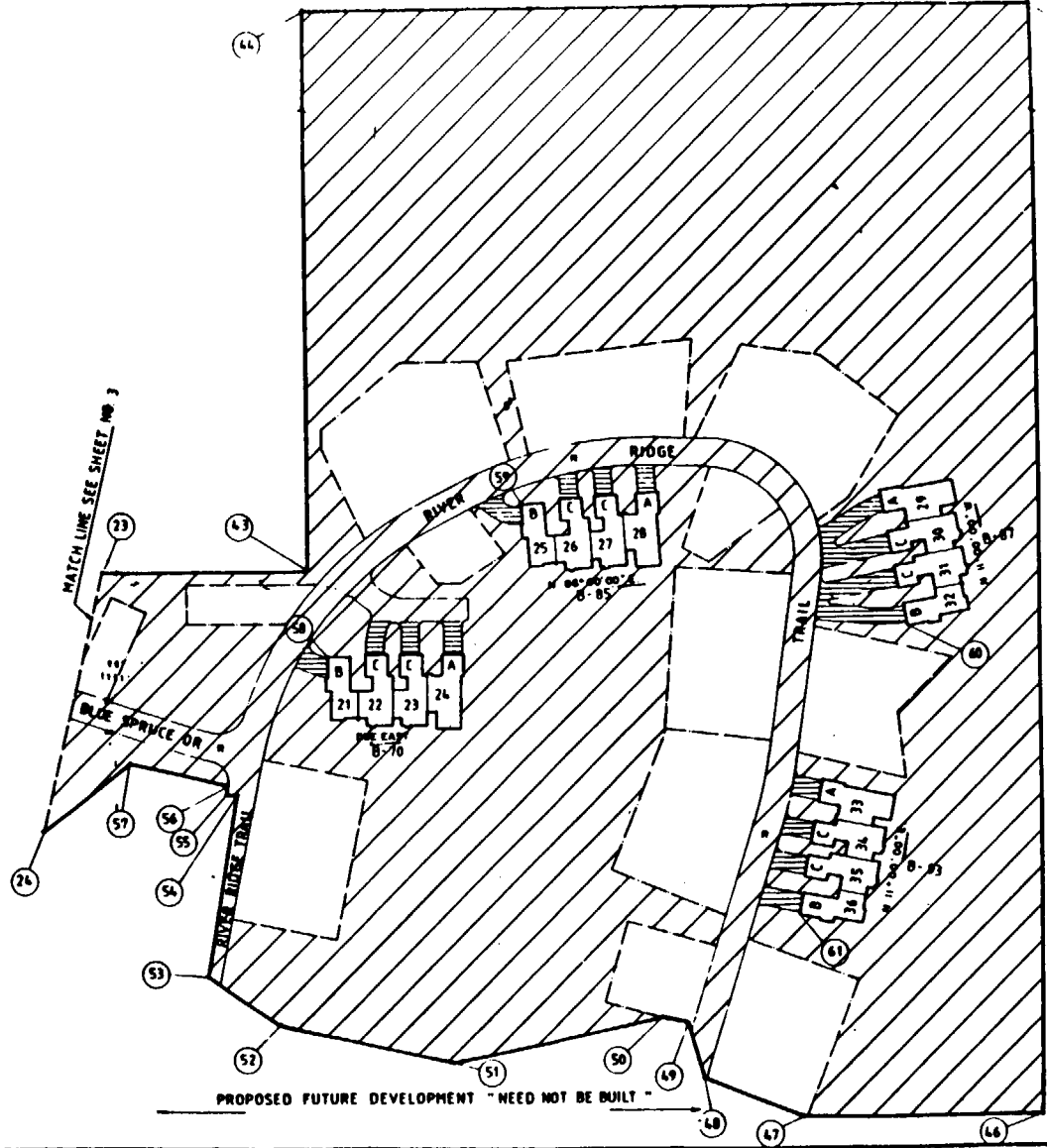
3

NINE MILE ROAD (PUBLIC)



NOTE:
 23 DENOTES UNIT NUMBER
 ----- DENOTES LIMITS OF CONVERTIBLE AREA.
 ALL INTERIOR ROADS ARE PRIVATE.
 SEE SHEET NO. 3 FOR ADDITIONAL NOTES AND LEGEND.

COORDINATE VALUES		
PT	NORTH	EAST
23	4400.65	5366.62
24	4152.55	5307.47
43	4401.01	5562.27
44	5001.01	5560.51
45	5002.26	6262.06
46	3077.09	6263.20
47	3076.05	6035.70
48	3914.07	5941.16
49	3966.02	5923.11
50	3970.96	5901.11
51	3920.25	5701.13
52	3965.95	5536.02
53	4013.03	5464.00
54	4105.00	5496.37
55	4107.36	5406.37
56	4194.07	5405.35
57	4217.70	5309.70
58	4310	5500
59	4462	5760
60	4343	6136
61	4465	6025



MAY 9, 1988

PROPOSED
**RIVER PINES OF FARMINGTON
 CONDOMINIUM**

SITE PLAN

RENEE W. [Signature]
 CIVIL ENGINEERING & LAND SURVEYING
 1111 [Address]

3A

NINE MILE ROAD (PUBLIC)

Centerline of Nine Mile Road



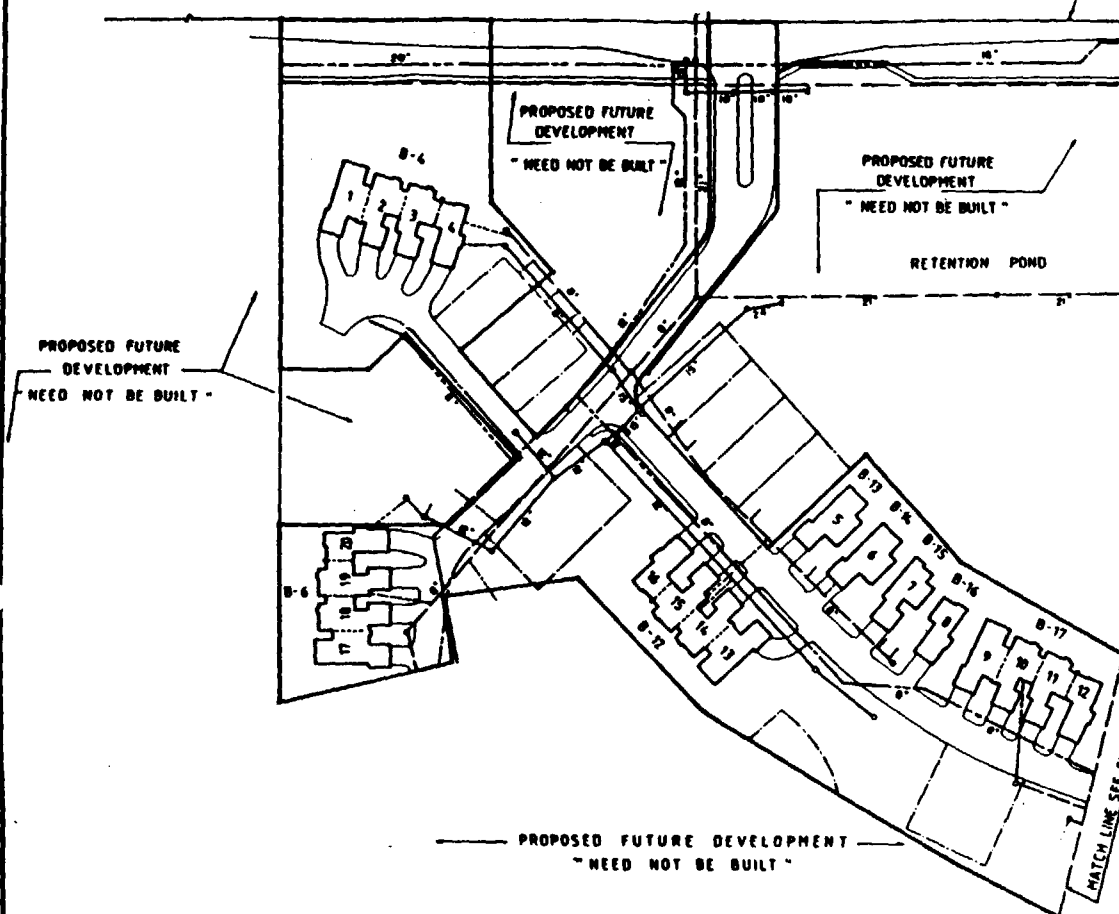
SCALE: ONE INCH = 50 FEET.

NOTE

- 3 DENOTES UNIT NUMBER
- DENOTES CONVERTIBLE AREA LIMITS.
- DENOTES IRON PIPE
- DENOTES CONCRETE MONUMENT
- ALL SANITARY SEWER LEADS ARE 6"
- GAS, POWER, AND PHONE LINES WILL BE SHOWN ON AS BUILT DRAWINGS.
- UTILITY METERS WILL BE SHOWN ON AS BUILT DRAWINGS.
- 12" DENOTES SIZE OF UTILITY
- B-2 DENOTES BUILDING NUMBER

LEGEND

UTILITY	SOURCE OF LOCATION
---	WATER ZEMET WOZNAK & ASSOC., INC.
---	SANITARY SEWER ZEMET WOZNAK & ASSOC., INC.
---	STORM SEWER ZEMET WOZNAK & ASSOC., INC.
---	GAS CONSUMERS POWER CO.
D	POWER DETROIT EDISON CO.
T	TELEPHONE MICHIGAN BELL TELEPHONE CO.
---	SERVICE LEAD



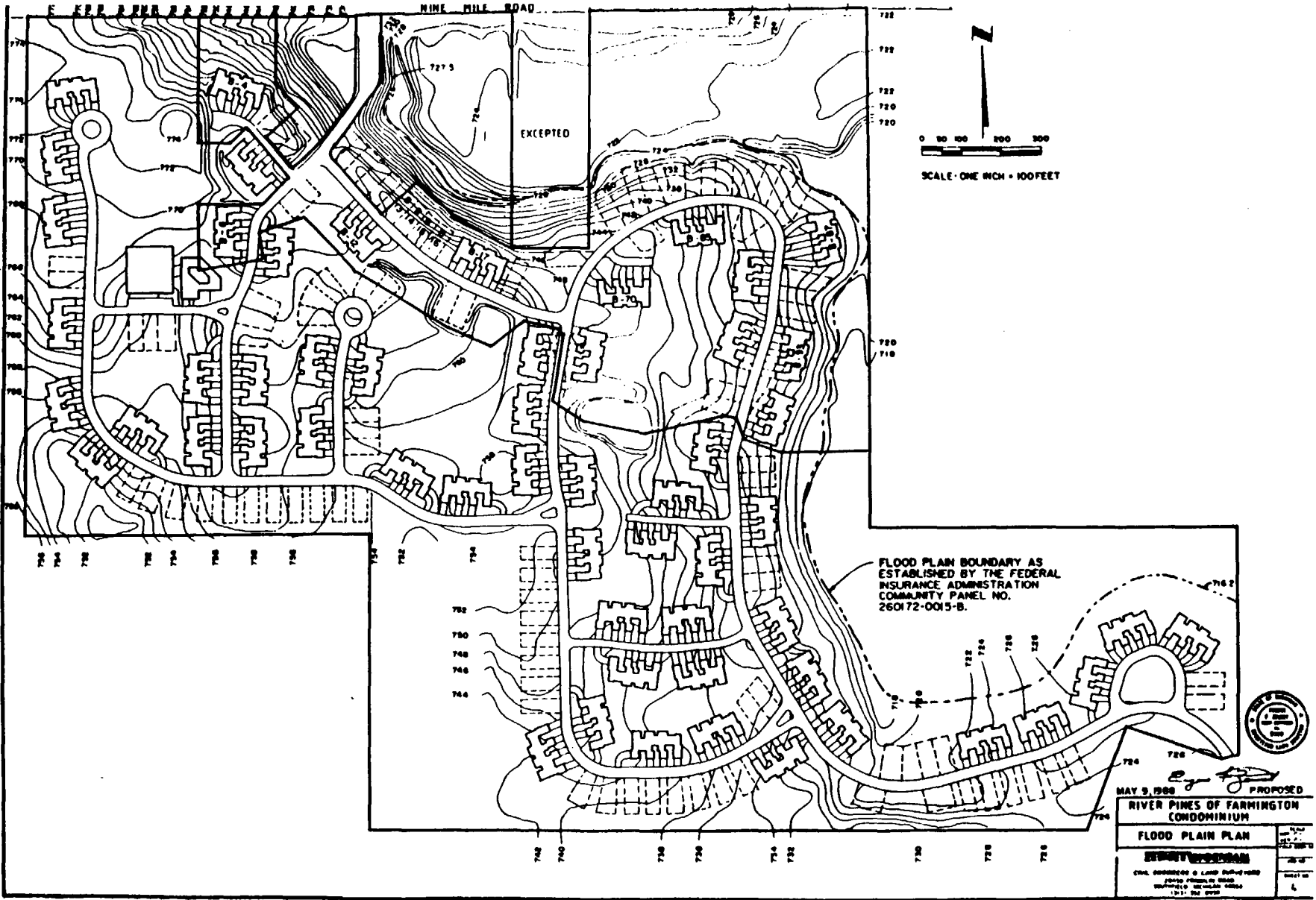
PROPOSED FUTURE DEVELOPMENT
"NEED NOT BE BUILT"



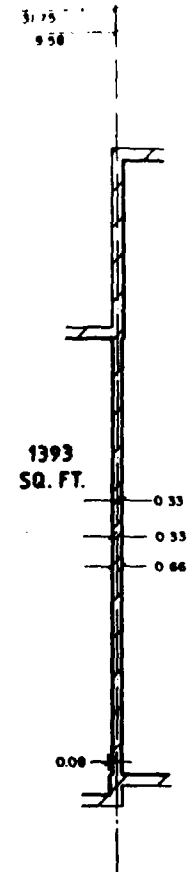
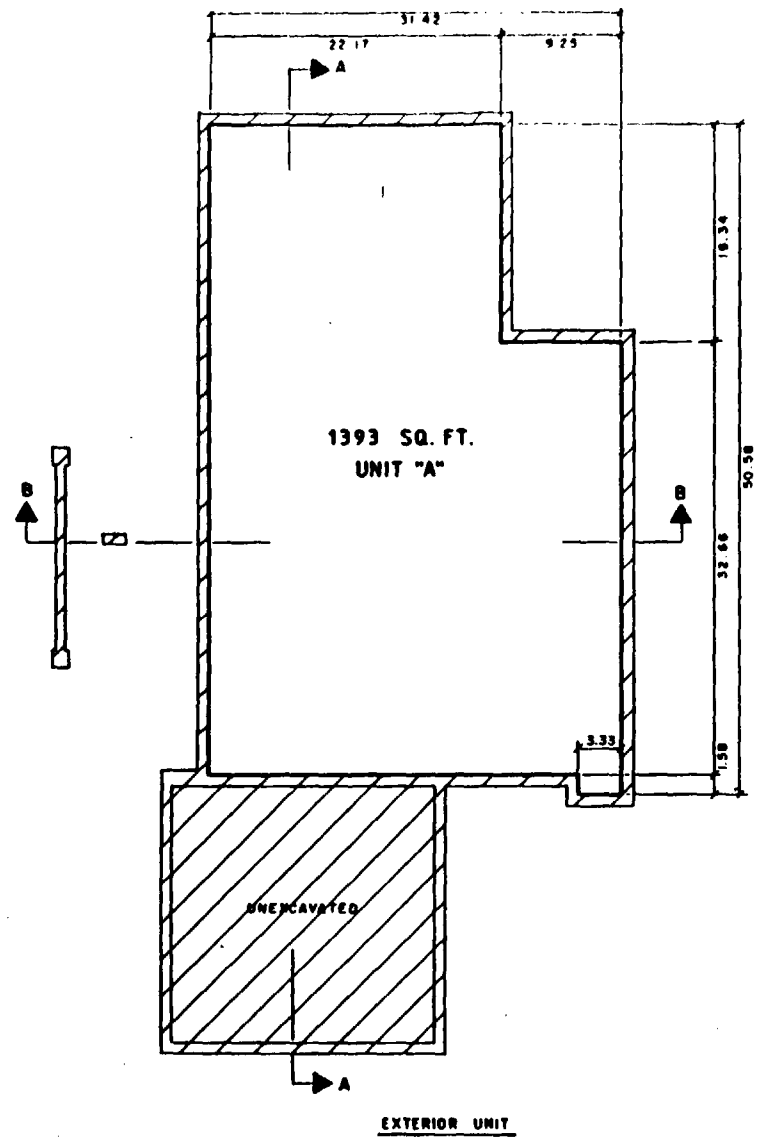
MAY 9, 1988

Zeimet Wozniak PROPOSED

REVISIONS	DATE	BY
RIVER PINES OF FARMINGTON CONDOMINIUM		
UTILITY PLAN		
ZEMET WOZNAK & ASSOCIATES, INC.		
2000 W. LANSING AVE. SUITE 1000 TROY, MICHIGAN 48063 TEL: 313-286-1000		
DATE	BY	NO.
MAY 9, 1988	ZW	30



UNIT SCHEDULE	
BLDG NO	UNIT NO
4	1
13	5
14	6
17	9
12	13
6	17
70	24
85	28
87	32
93	36



FOUNDATION PLAN
ALTERNATIVE UNIT WALL
DETAIL OF INTERIOR UNIT

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
ALL WALLS ARE 0.83 UNLESS OTHERWISE NOTED
SCALE 1/4 INCH = 1.0 FOOT
0 5 10 15



MAY 9, 1988 *[Signature]* PROPOSED

REVISIONS	
DATE	DESCRIPTION

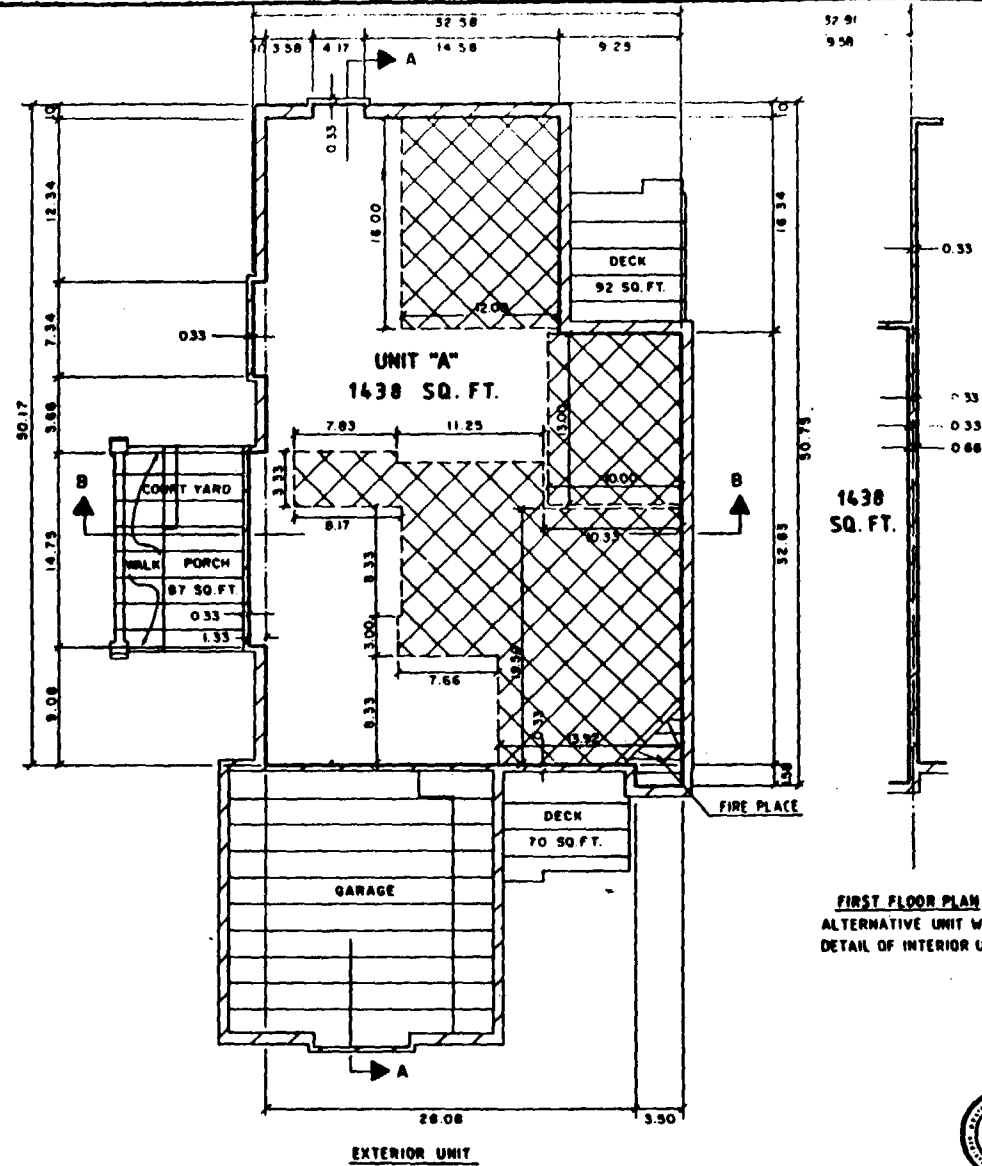
RIVER PINES OF FARMINGTON CONDOMINIUM
TYPICAL BASEMENT PLAN FOR UNIT TYPE "A"

RENEE W. WILSON
CIVIL ENGINEER & LAND SURVEYOR
2000 FARMINGTON ROAD
FARMINGTON, CONNECTICUT 06030
1971-82-0000

DATE: 5

EXTERIOR UNIT

UNIT SCHEDULE	
BLDG NO	UNIT NO
4	1
13	5
16	6
17	9
12	13
6	17
78	26
85	28
87	31
93	35



1438
SQ. FT.

FIRST FLOOR PLAN
ALTERNATIVE UNIT WALL
DETAIL OF INTERIOR UNIT



REVISED PROPOSED

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

RIVER PINES OF FARMINGTON CONDOMINIUM

TYPICAL FIRST FLOOR PLAN FOR UNIT TYPE "A"

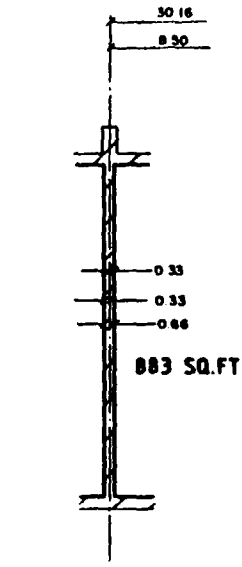
RESERVED

DRG. CONCEPTS & LAND DEVELOPMENT
2000 PHOENIX ROAD
WATSONVILLE, CALIFORNIA 95076
TEL: 408/845-1100

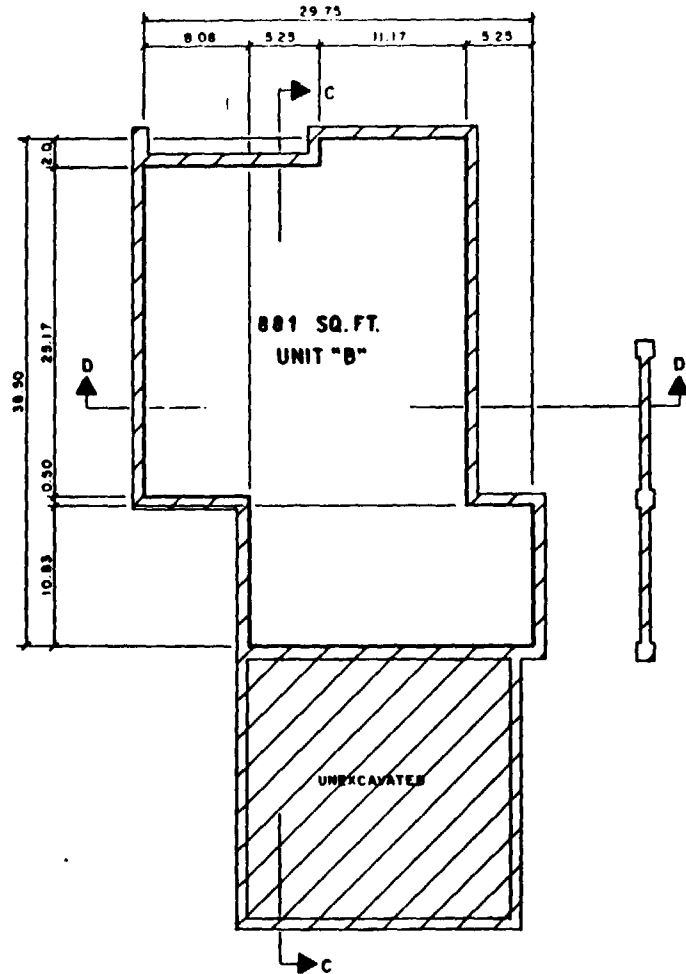
DATE: 11/11/00

6




UNIT SCHEDULE	
BLDG NO	UNIT NO
4	4
16	8
17	12
12	16
6	20
70	21
05	25
07	32
93	36



FOUNDATION PLAN
ALTERNATIVE UNIT WALL
DETAIL OF INTERIOR UNIT



EXTERIOR UNIT

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
ALL WALLS ARE 6.83 UNLESS OTHERWISE NOTED
SCALE: 1/4 INCH = 1.0 FOOT
0 5 10 15



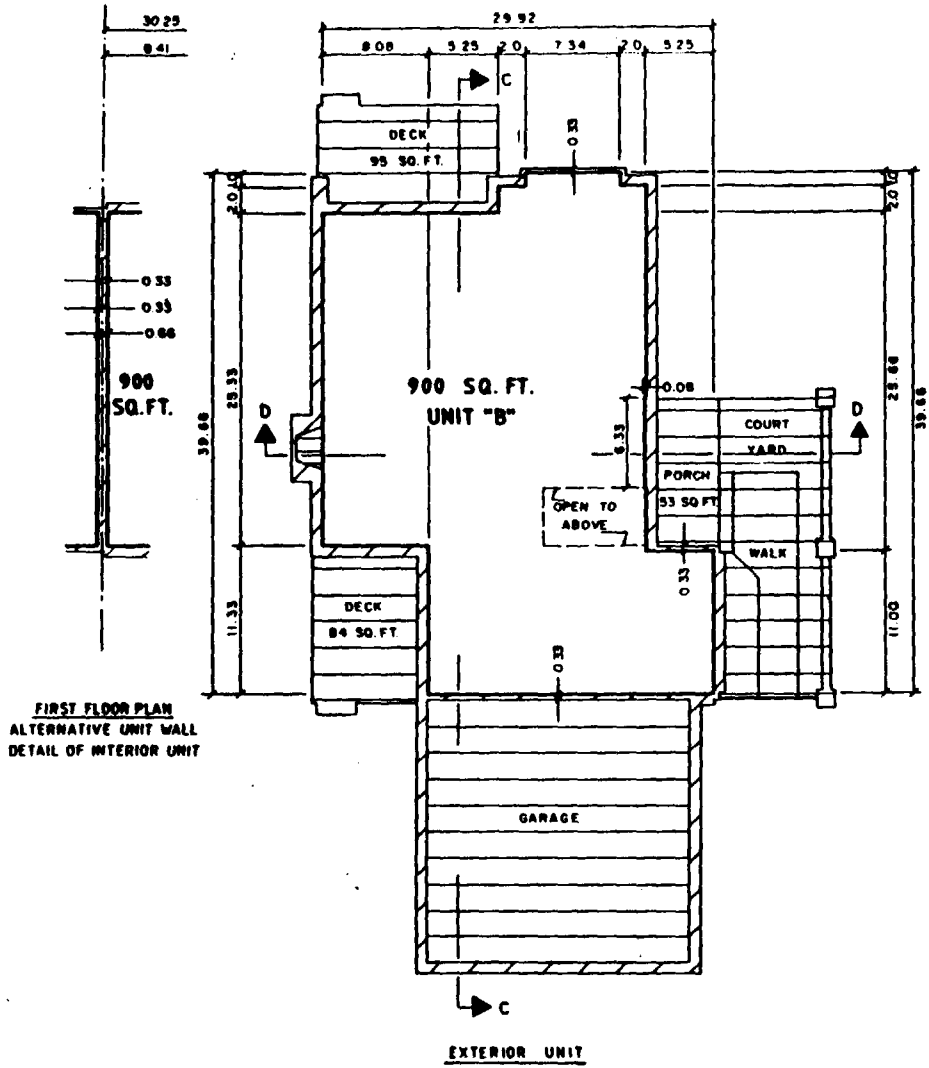
MAY 9, 1988 *[Signature]* PROPOSED

REVISIONS	NO.	DATE	BY

RIVER PINES OF FARMINGTON CONDOMINIUM
TYPICAL BASEMENT PLAN FOR UNIT TYPE "B"
STURGEY WOODMAN
CIVIL ENGINEER & LAND SURVEYOR
1111 1/2 WEST 10TH STREET
MINNEAPOLIS, MN 55408

7

UNIT SCHEDULE	
BLDG NO	UNIT NO
4	4
16	8
17	12
12	16
6	20
70	21
85	25
87	32
93	36



- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
 ALL WALLS ARE 0.75 UNLESS OTHERWISE NOTED
 GARAGE ARE LIMITED COMMON ELEMENT
 SCALE: 1/4 INCH = 10 FEET
 0 5 10 15



MAY 6, 1988

PROPOSED

RIVER PINES OF FARRINGTON CONDOMINIUM

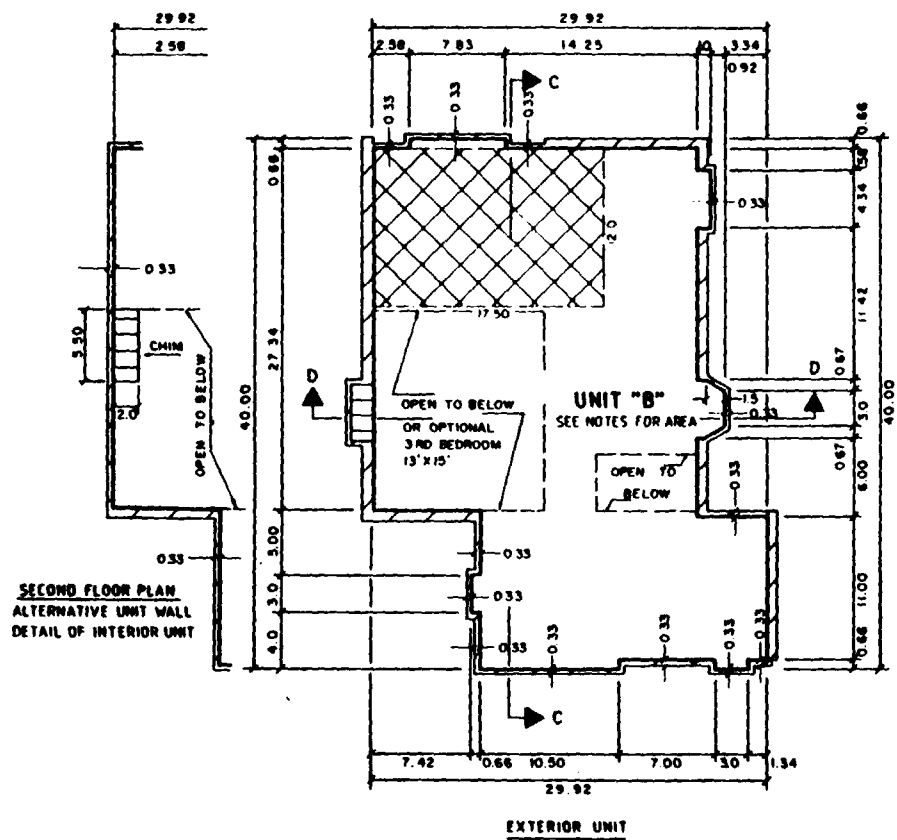
TYPICAL FIRST FLOOR PLAN FOR UNIT TYPE "B"

DEWEY W. WOODMAN

DATE: 5/6/88 BY: DEWEY W. WOODMAN

NO.	REVISIONS	DATE	BY

UNIT SCHEDULE	
BLDG NO	UNIT NO
6	6
16	8
17	12
12	16
6	20
10	21
85	25
87	32
93	36



SECOND FLOOR PLAN
ALTERNATIVE UNIT WALL
DETAIL OF INTERIOR UNIT

- SLOPED CEILING
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER, EXCEPT WHERE SHOWN.

ALL WALLS ARE 0.75 UNLESS OTHERWISE NOTED

SCALE: 1/4" INCH = 1.0 FOOT



- 94.9 SQ. FT. WITH 3RD BEDROOM — EXTERIOR UNIT
- 75.4 SQ. FT. WITHOUT 3RD BEDROOM — EXTERIOR UNIT
- 94.7 SQ. FT. WITH 3RD BEDROOM — INTERIOR UNIT
- 75.2 SQ. FT. WITHOUT 3RD BEDROOM — INTERIOR UNIT

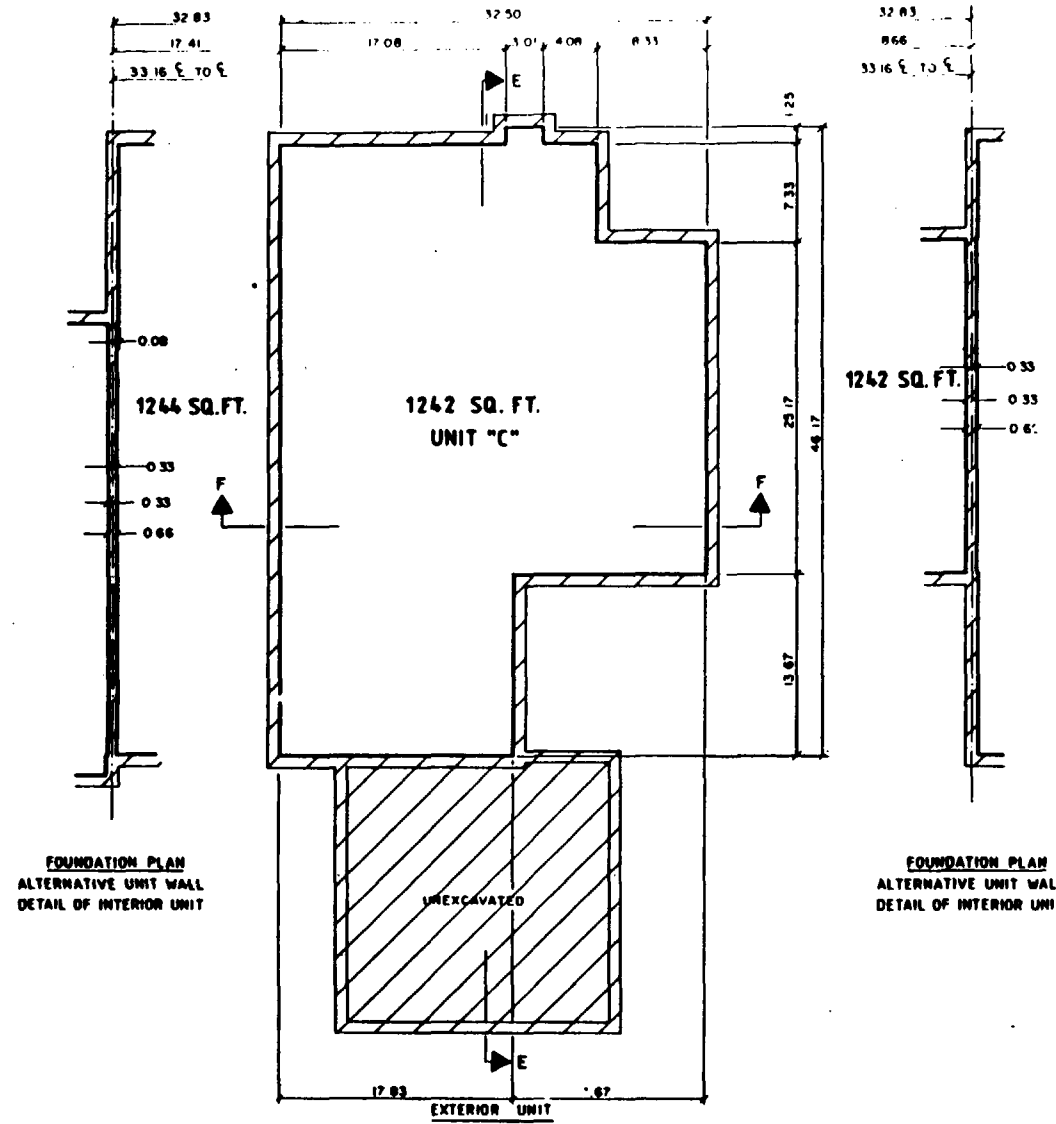


MAY 9, 1988 *[Signature]* PROPOSED

REVISIONS	
NO.	DATE

RIVER PINES OF FARMINGTON CONDOMINIUM
TYPICAL SECOND FLOOR PLAN FOR UNIT TYPE "B"
REBERT [Signature]
REAL ESTATE & LAND DEVELOPMENT
2000 MARKET ST. SUITE 100
MEMPHIS, TENNESSEE 38103
1-913-784-0000

UNIT SCHEDULE	
BLDG NO	UNIT NO
4	2, 3
15	7
17	10, 11
12	14, 15
6	18, 19
70	22, 23
85	24, 27
87	30, 31
93	34, 35



FOUNDATION PLAN
ALTERNATIVE UNIT WALL
DETAIL OF INTERIOR UNIT

FOUNDATION PLAN
ALTERNATIVE UNIT WALL
DETAIL OF INTERIOR UNIT

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
ALL WALLS ARE 0.83 UNLESS OTHERWISE NOTED

SCALE 1/4 INCH = 1.0 FOOT



MAY 9, 1982

PROPOSED

REVISIONS

NO.	DATE	DESCRIPTION
1		

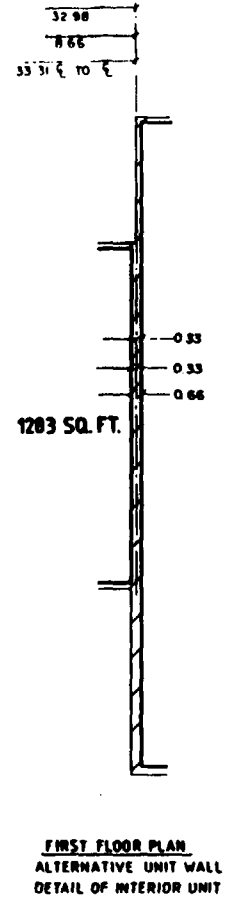
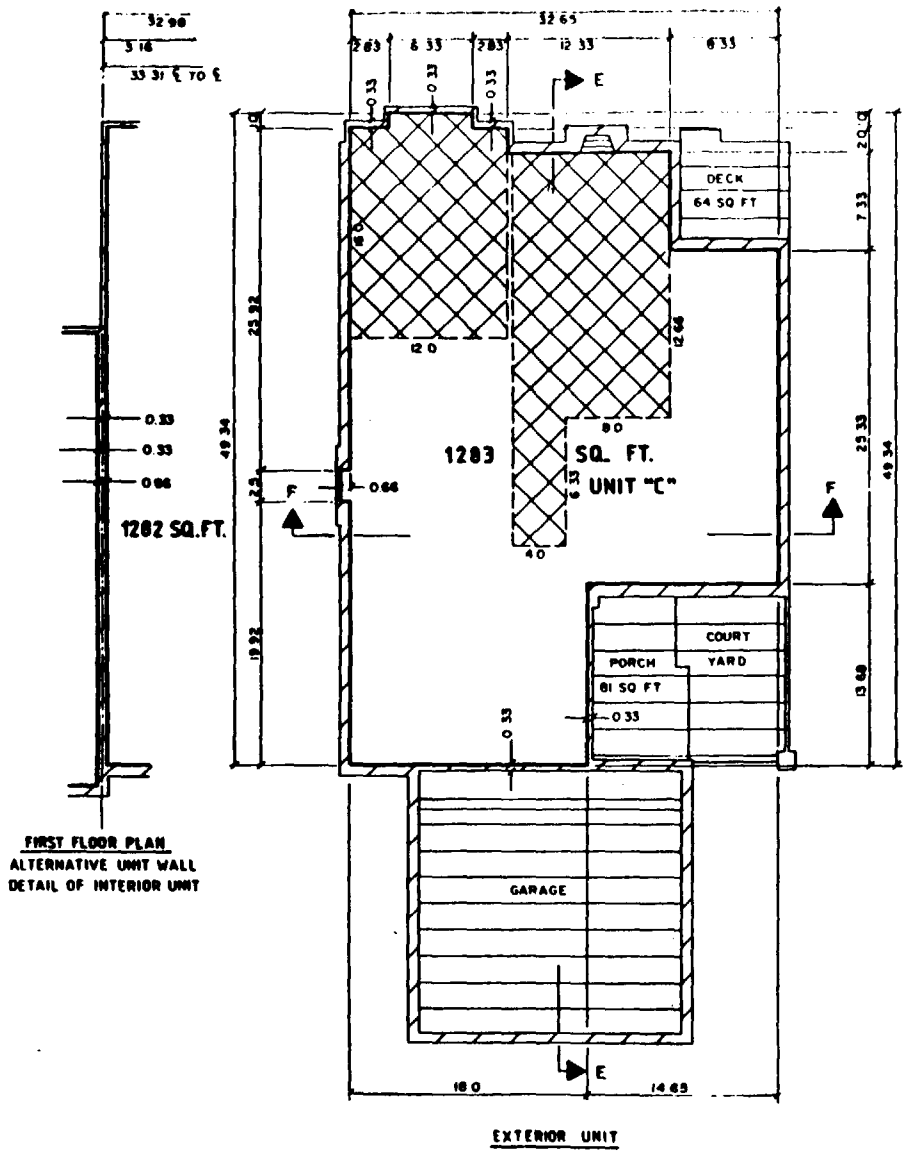
RIVER PINES OF FARMINGTON
CONDOMINIUM

TYPICAL BASEMENT PLAN
FOR UNIT TYPE "C"

ROBERT W. JOHNSON
REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO. 12457

10

UNIT SCHEDULE	
BLDG NO	UNIT NO
4	2, 3
15	7
17	10, 11
12	14, 15
6	18, 19
10	22, 23
05	26, 27
07	30, 31
03	34, 35



FIRST FLOOR PLAN
ALTERNATIVE UNIT WALL
DETAIL OF INTERIOR UNIT

FIRST FLOOR PLAN
ALTERNATIVE UNIT WALL
DETAIL OF INTERIOR UNIT

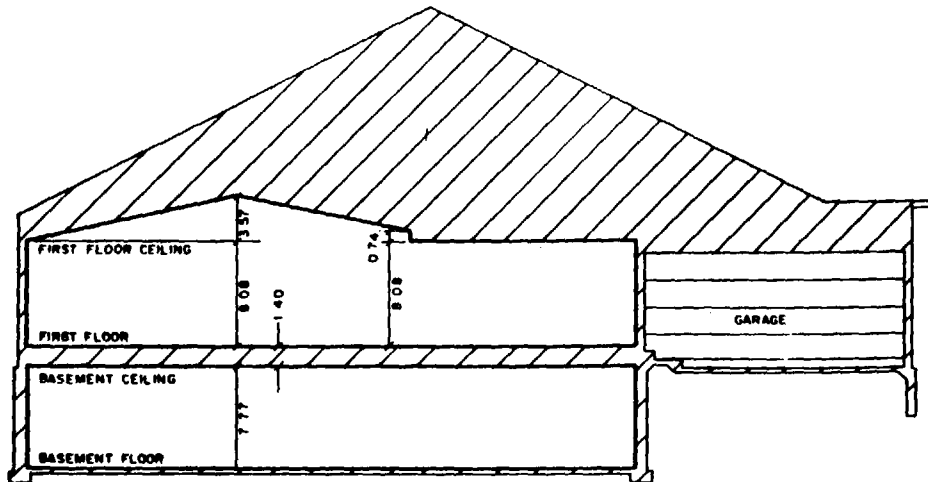
- SLOPED CEILING
 - GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - LIMITS OF OWNERSHIP
- ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
ALL WALLS ARE 0.75 UNLESS OTHERWISE NOTED
GARAGE ARE LIMITED COMMON ELEMENT
- SCALE: 1/4 INCH = 1.0 FOOT
0 5 10 15



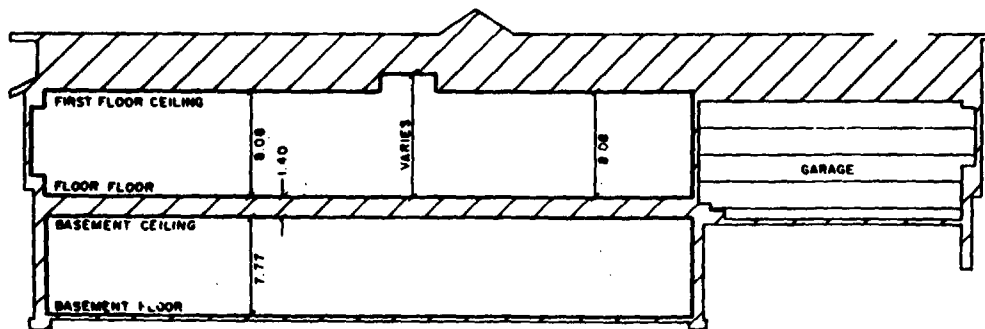
MAY 9, 1988

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		

PROPOS
RIVER PINES OF FARMINGTON
CONDOMINIUM
TYPICAL FIRST FLOOR PLAN
FOR UNIT TYPE "C"
SEWERY WOODMAN
ARCHITECTS & ENGINEERS
1000 PINEHURST DRIVE
FARMINGTON, CT 06030



SECTION E-E
UNIT "C"



SECTION A-A
UNIT "A"

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER,
EXCEPT AS SHOWN.

SCALE: 3/4" INCH = 1.0 FOOT

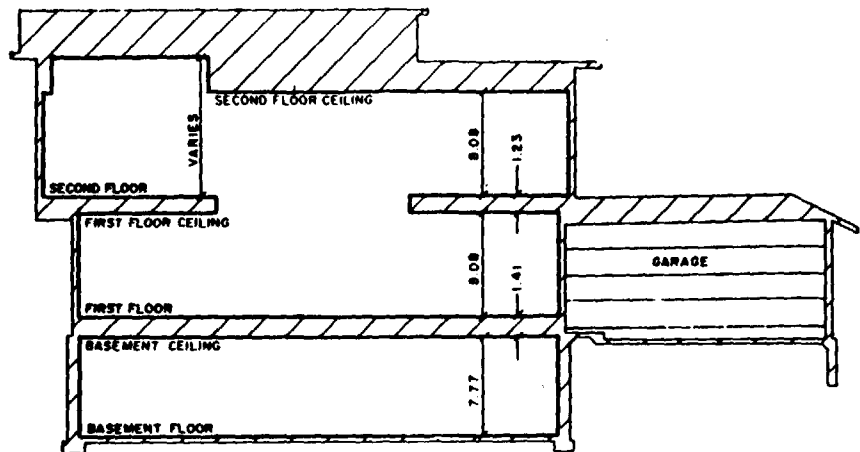
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SEE SHEET NUMBER 14 FOR FIRST FLOOR ELEVATIONS

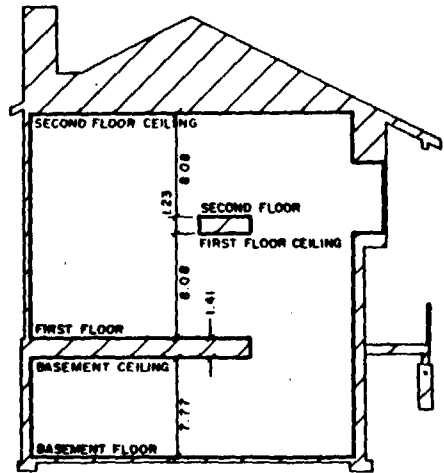


MAY 9, 1988		PROPOSED	
REVISIONS	DATE	RIVER PINES OF FARMINGTON CONDOMINIUM	
		TYPICAL CROSS SECTIONS FOR UNIT TYPES "A" AND "C"	
		REPORT NUMBER	
		DATE PREPARED & LAST CHECKED	
		DRAWN BY	
		CHECKED BY	
		SCALE	
		SHEET NO. 12	





UNIT NO	FIRST FLOOR ELEVATION
6	767.37
8	759.17
12	757.57
16	755.97
20	767.47
21	769.27
25	739.27
32	732.07
36	735.90



SECTION C-C



SECTION D-D

 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP
 ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
 SCALE: 1/4" INCH = 1.0 FOOT




MAY 9, 1998 *Proposed* PROPOSED

REVISIONS	DATE	BY

RIVER PINES OF FARMINGTON CONDOMINIUM

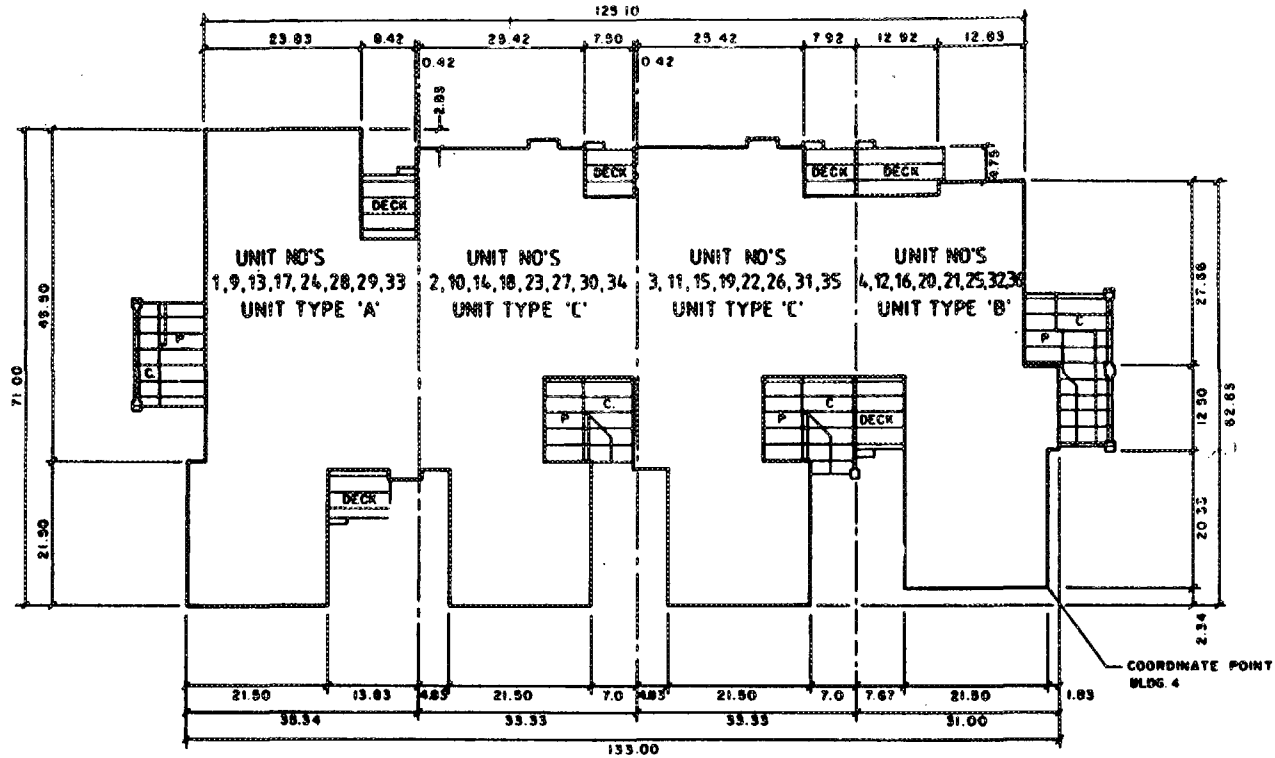
TYPICAL CROSS SECTIONS FOR UNIT TYPE "B"

JAMES W. WOODMAN

Civil, Structural & Land Surveyors
 10000 W. 10th St.
 Independence, MO 64050
 Tel: 816-841-1111

13

BUILDING BEARING



GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

SEE FLOOR PLANS FOR DETAILED MEASUREMENTS.

C DENOTES COURTYARD

SCALE: 1/8 INCH = 1.0 FOOT

0 5 10 20 30

P DENOTES PORCH

----- CENTERLINE
SEE SHEETS NO'S 13, 14 FOR FIRST
FLOOR ELEVATIONS.



MAY 9, 1999		PROPOSED	
REVISIONS		RIVER CREEK OF FARMINGTON CONDOMINIUM	
NO.	DATE	BY	CHKD BY
PERIMETER PLAN FOR BLDGS 4, 6, 12, 17, 20, 25, 32, 36			
ROBERT W. BRENNAN			
CIVIL ENGINEERING & LAND SURVEYING			
2000 FARMINGTON ROAD			
SOUTHFIELD, CONNECTICUT 06488			
TEL: 860-344-0000			
		15	



TWENTY-THIRD AMENDMENT TO MASTER DEED
RIVER PINES OF FARMINGTON CONDOMINIUM

ITALO-AMERICAN CONDOMINIUM CORPORATION, a Michigan corporation, whose address is 21971 Farmington Road, Farmington Hills, Michigan 48336, being the developer of River Pines of Farmington Condominium, a condominium project established pursuant to the Master Deed thereof, dated August 31, 1987 as recorded on September 4, 1987 in Liber 10096, Pages 644 through 707, Oakland County Records, as amended by the First Amendment to Master Deed, dated April 28, 1988, as recorded on April 29, 1988 in Liber 10392, Pages 130 to 131, Oakland County Records, as amended by the Second Amendment to Master Deed dated July 25, 1988, as recorded on July 26, 1988 in Liber 10513, Pages 892 through 915, Oakland County Records, as amended by the Third Amendment to Master Deed dated February 14, 1989, as recorded on February 17, 1989, in Liber 10795, Pages 754 through 774, Oakland County Records, as amended by the Fourth Amendment to Master Deed dated July 31, 1989, as recorded on August 15, 1989, in Liber 11022, Pages 190 through 215, Oakland County Records, as amended by the Fifth Amendment to Master Deed dated March 19, 1990, as recorded on April 5, 1990, in Liber 11323, Pages 22 through 42, Oakland County Records, as amended by the Sixth Amendment to Master Deed dated October 11, 1990, as recorded on October 29, 1990 in Liber 11613, Pages 814 through 841, Oakland County Records, as amended by the Seventh Amendment to Master Deed dated January 23, 1991, as recorded on January 25, 1991 in Liber 11719, Pages 115 through 127, Oakland County Records, as amended by the Eighth Amendment to Master Deed dated May 15, 1991, as recorded on May 23, 1991 in Liber 11878, Pages 317 through 329, Oakland County Records, as amended by the Ninth Amendment to Master Deed dated June 18, 1991, as recorded on July 8, 1991 in Liber 11956, Pages 34 through 52, Oakland County Records, as amended by the Tenth Amendment to Master Deed dated January 7, 1992, as recorded on January 16, 1992 in Liber 12296, Pages 580 through 604, Oakland County Records, as amended by the Eleventh Amendment to Master Deed dated March 18, 1992, as recorded on May 29, 1992 in Liber 12647, Pages 118 through 140, Oakland County Records, as amended by the Twelfth Amendment to Master Deed dated October 1, 1992, as recorded on October 7, 1992 in Liber 12974, Pages 643 through 677, Oakland County Records, as amended by the Thirteenth Amendment to Master Deed dated June 16, 1993, as recorded on June 23, 1993, in Liber 13703, Pages 467 through 489, Oakland County Records, as amended by the Fourteenth Amendment to Master Deed, dated September 2, 1993, as recorded on September 3, 1993 in Liber 13931, Pages 3 through 40, Oakland County Records, as amended by the Fifteenth Amendment to Master Deed, dated March 2, 1994, as recorded on March 18, 1994 in Liber 14536, Pages 234 through 237, Oakland County Records, as amended by the Sixteenth Amendment to Master Deed, dated July 1, 1994, as recorded on July 7, 1994 in Liber 14812, Pages 416 through 462, Oakland County Records, as amended by the Seventeenth Amendment to Master Deed, dated August 17, 1994, as recorded on August 22, 1994 in Liber 14925, Pages 596 through 600, Oakland County Records, as amended by the Eighteenth Amendment to Master Deed, dated October 18, 1995, as recorded on October 31, 1995 in Liber 15785, Pages 160 through 215, Oakland County Records, as amended by the Nineteenth Amendment to Master Deed, recorded on November 21, 1995 in Liber 15832, Pages 707 and 708, Oakland County Records, as amended by the Twentieth Amendment to Master Deed, recorded on October 25, 1996 in Liber 16715, Pages 522 through 561, Oakland County Records, as amended by the Twenty-First Amendment to Master Deed, recorded on October 22, 1997 in Liber 17708, Pages 713 through 752, Oakland County Records, as amended by the Twenty-Second Amendment to

Master Deed, recorded on May 12, 1999 in Liber 19662, Pages 426 through 460, Oakland County Records and being known as Oakland County Condominium Subdivision Plan No. 508 (collectively, the "Master Deed"), hereby amends Article II of the Master Deed to convert the convertible area shown on sheet 3J of the Condominium Subdivision Plan, being Exhibit B to the 22nd Amendment to the Master Deed, to a general common element now shown as land and a maintenance building on sheet 3J of Exhibit B attached to this 23rd Amendment, to provide for the addition of a right-of-way easement for utility purposes to the legal description of the land upon which the Condominium Project is located, and amends Article IV of the Master Deed and the Condominium Subdivision Plan to provide for the expansion of limited common element designations to include a Deck/Patio Area and skylights, to restate and expand the designation of Retention Ponds as a General Common Element to include wells and piping, to reallocate maintenance responsibilities for the Common Elements, to correct the depiction of Unit 321 from an A-2 Unit to a C-3 Unit on sheets 3J, 3K, 42 and 43 of the Condominium Subdivision Plan attached as Exhibit B to this 23rd Amendment, and as a result to change the applicable percentages of value appropriately, and to correct other survey errors.. Upon the recordation of this Twenty-Third Amendment to Master Deed with the Oakland County Register of Deeds, the Master Deed of River Pines of Farmington shall be amended as follows:

1. The following land is hereby added to the Condominium Project as a right-of-way easement for utility purposes:

A permanent right-of-way easement over and across land situated in the City of Farmington Hills, County of Oakland, State of Michigan, which is herein referred to as Tract A.

Tract A is described as follows:

A parcel of land in the Northwest 1/4 of Section 33, Town 1 North, Range 9 East, being more particularly described as:

Beginning at a point in the North and South 1/4 line of Section 33 distant North 0 degrees 15 minutes 20 seconds East 878.10 feet from the center corner of Section 33; thence from the point of beginning South 75 degrees 16 minutes 20 seconds West 464.94 feet along the Northerly line of Bridgeman Avenue (60 feet wide); thence North 0 degrees 15 minutes 20 seconds East 315.0 feet; thence South 89 degrees 44 minutes 40 seconds East 449.13 feet; thence South 0 degrees 15 minutes 20 seconds West 194.78 feet along the North and South 1/4 line to the point of beginning.

The permanent right-of-way easement is over and across that certain triangular portion of Tract A described as:

Beginning at the Southwest corner of Tract A, thence North 75 degrees 16 minutes 20 seconds East along the Northwesterly (recorded as Northeasterly) line of Bridgeman Avenue (60 feet wide), also being the Southeasterly line of Tract A a distance of 20 feet; thence North 26 degrees 00 minutes 00 seconds West 44 feet, more or less, to a point on the West line of Tract A; thence South 0 degrees 15 minutes 20 seconds West, along said West line of Tract A, 45 feet, more or less, to the point of beginning of the parcel described for right-of-way easement.

2. Article II of the Master Deed as set forth below shall replace and supersede Article II of the original Master Deed, as amended, and Article II of the original Master Deed, as amended, shall be of no further force or effect:

**AMENDED ARTICLE II OF THE MASTER DEED OF
RIVER PINES OF FARMINGTON CONDOMINIUM**

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

Part of the Northwest 1/4 of Section 33 and also part of the Northeast 1/4 of Section 32, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as:

Beginning at a point distant South 00 degrees 10 minutes 04 seconds East 60.00 feet along the West line of Section 33 and East line of Section 32 from the Northwest corner of Section 33; thence from said point of beginning North 89 degrees 53 minutes 50 seconds East, 362.67 feet along the South 60 foot right-of-way line of Nine Mile Road; thence South 00 degrees 10 minutes 04 seconds East, 540.00 feet; thence North 89 degrees 53 minutes 50 seconds East, 197.85 feet; thence North 00 degrees 10 minutes 04 seconds West, 540.00 feet; thence North 89 degrees 53 minutes 50 seconds East, 701.44 feet along said South right-of-way line of Nine Mile Road; thence South 00 degrees 03 minutes 30 seconds East, 1,260.37 feet; thence North 89 degrees 51 minutes 11 seconds East 923.62 feet; thence South 00 degrees 06 minutes 05 seconds East 576.32 feet; thence the following four (4) courses along the Northerly lines of "Fendt's Hilldale Subdivision" recorded in Liber 62 of Plats, Page 42, Oakland County Records: (1) South 74 degrees 58 minutes 54 seconds West 45.15 feet, (2) North 70 degrees 05 minutes 26 seconds West 250.00 feet, (3) South 19 degrees 55 minutes 41 seconds West, 271.11 feet, and (4) South 89 degrees 56 minutes 14 seconds West, 1,810.90 feet; thence along the West line of Section 33 and, in part, the following two (2) courses along the East and North lines of "Green Hill Commons No. 3" as recorded in Liber 157 of Plats, Pages 27 and 28, Oakland County Records: (1) North 00 degrees 10 minutes 04 seconds West 747.88 feet and (2) North 89 degrees 48 minutes 53 seconds West 874.54 feet; thence North 00 degrees 10 minutes 01 second West 1,002.79 feet; thence South 89 degrees 49 minutes 38 seconds East 205.00 feet; thence North 50 degrees 22 minutes 47 seconds East, 254.49 feet; thence North 00 degrees 10 minutes 00 seconds West, 100.87 feet; thence South 89 degrees 56 minutes 00 seconds East, 473.01 feet along the South 60 foot right-of-way line of Nine Mile Road to the point of beginning, containing 96.69 acres more or less, together with a permanent right-of-way easement over and across land situated in the City of Farmington Hills, County of Oakland, State of Michigan, which is herein referred to as Tract A.

Tract A is described as follows:

A parcel of land in the Northwest 1/4 of Section 33, Town 1 North, Range 9 East, being more particularly described as:

Beginning at a point in the North and South 1/4 line of Section 33 distant North 0 degrees 15 minutes 20 seconds East 878.10 feet from the center corner of Section 33; thence from the point of beginning South 75 degrees 16 minutes 20 seconds West 464.94 feet along the Northerly line of Bridgeman Avenue (60 feet wide); thence North 0 degrees 15 minutes 20 seconds East 315.0 feet; thence South 89 degrees 44 minutes 40 seconds East 449.13 feet; thence South 0 degrees 15 minutes 20 seconds West 194.78 feet along the North and South 1/4 line to the point of beginning.

The permanent right-of-way easement is over and across that certain triangular portion of Tract A described as:

Beginning at the Southwest corner of Tract A, thence North 75 degrees 16 minutes 20 seconds East along the Northwesterly (recorded as Northeasterly) line of Bridgeman Avenue (60 feet wide), also being the Southeasterly line of Tract A a distance of 20 feet; thence North 26 degrees 00 minutes 00 seconds West 44 feet, more or less, to a point on the West line of Tract A; thence South 0 degrees 15 minutes 20 seconds West, along said West line of Tract A, 45 feet, more or less, to the point of beginning of the parcel described for right-of-way easement.

3. Article IV, Sections 4.01, 4.02 and 4.03 of the Master Deed shall be modified by amending and restating subparagraphs (a), (b) and (q) of Section 4.01 and adding subparagraphs (r), (s) and (t) to Section 4.01, and by amending and restating subparagraph (l) of Section 4.02 and adding subparagraph (x) to Section 4.02 and by amending and restating Section 4.03 of the original Master Deed, as amended and as previously recorded, and Article IV, Sections 4.01(b) and (q), 4.02(l) and 4.03 of the original Master Deed, as amended and as previously recorded, shall be of no further force or effect:

**AMENDED ARTICLE IV, SECTION 4.01 (a) AND (b)
AND (q), (r), (s) AND (t)
OF THE MASTER DEED OF
RIVER PINES OF FARMINGTON CONDOMINIUM**

4.01 (a) **Land.** The land described in Article II, including entranceway improvements, landscaping, ponds, retaining walls, roads and parking spaces.

(b) **Retention Ponds, Wells and Piping.** The retention ponds and the wells and related piping, if any, which may be constructed to renew the water level of the retention ponds.

(q) **Sidewalks.** The sidewalks throughout the Project, as shown on Exhibit B.

(r) **Walking Paths.** The walking paths throughout the Project, as shown on Exhibit B.

(s) **Tennis Courts.** The tennis courts, as shown on Exhibit B.

(t) **Maintenance Building.** The maintenance building, as shown on Exhibit B.

(u) **Other.** All other elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

**AMENDED ARTICLE IV, SECTION 4.02(l) AND (x) OF THE MASTER
DEED OF RIVER PINES OF FARMINGTON CONDOMINIUM**

4.02 (l) **Deck/Patio Area.** The area at the rear of each Unit which extends fifteen feet (15') from the exterior of the rear wall of the Unit and the area at the side of a Unit where the entrance door is at the side of the Unit which extends ten feet (10') from the exterior of the side wall of the Unit, which is appurtenant to and limited in use to the Co-owner of such Unit as shown on Exhibit B (the "Deck/Patio Area"). The Co-owner of such Unit shall have the right, after first receiving written approval from the Association of the plans and

specifications for such improvements, to construct a deck or patio within the Deck/Patio Area, which shall be limited in use to the Co-owner of such Unit.

4.02 (x) Skylights. Each skylight which opens into a Unit from the roof of the building in which the Unit is located shall be assigned to the Unit into which it opens.

AMENDED ARTICLE IV, SECTION 4.03 OF THE MASTER DEED OF RIVER PINES OF FARMINGTON CONDOMINIUM

4.03 **Responsibilities for Maintenance, Etc.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Limited Common Elements**

- (i) **Co-owner.** The responsibility for and costs of maintenance, decoration, repair and replacement of the Limited Common Elements described in Article IV, Section 4.02 (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (l), (n), (o), (p), (q), (t), (v), (w) and (x) shall be borne by the Co-owner of the Unit to which they are assigned.
- (ii) **Co-owners.** The responsibility for and costs of maintenance, decoration, repair and replacement of the Limited Common Elements described in Article IV, Section 4.02 (s) shall be borne pro-rata by the Co-owners of the Units benefiting from such Limited Common Element.
- (iii) **Association.** The responsibility for and costs of maintenance, decoration, repair and replacement of all Limited Common Elements described in Article IV, Section 4.02 (k), (m), (r) and (u) shall be borne by the Association and shall be an expense of Administration of the condominium project.

4. Article V, Section 5.02 of the Master Deed as set forth below shall replace and supersede Article V, Section 5.02 of the original Master Deed, as amended and as previously recorded, and Article V, Section 5.02 of the original Master Deed, as amended and as previously recorded, shall be of no further force or effect:

AMENDED ARTICLE V, SECTION 5.02 OF THE MASTER DEED OF RIVER PINES OF FARMINGTON CONDOMINIUM

5.02 **Percentage of Value and Voting Rights.** The percentage of value assigned to each Unit shall be determined based on the relative size of each floor of a Unit and one-half the size of each basement of a Unit, excluding variations in area due to wall thickness. The amount of area contained in the space designated as "Optional 3d Bedroom" on Exhibit B shall not be included in determining the percentage of value of the Unit. For the purposes of determining the percentage of value, the size of the Unit shall be adjusted by an additional ten (10%) percent for any detached Unit or by an additional ten (10%) percent for any Unit with a walkout basement. In the case of a detached Unit having a walkout basement, the size of the Unit shall be adjusted by an additional twenty (20%) percent for the purposes of determining percentage of value. The percentage of value assigned to each Unit is set forth below. The percentage of value is determinative of the proportionate share of each respective co-owner in the proceeds and expenses of 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 one hundred (100%) percent. Each Unit number as it appears on the Condominium Subdivision Plan and the percentage of value assigned to each Unit is as follows:

Unit Number

Percentage of Value

1	.300
2	.268
3	.268
4	.295
5	.328
6	.328
7	.292
8	.322
9	.300
10	.268
11	.268
12	.295
13	.273
14	.244
15	.244
16	.268
17	.273
18	.244
19	.244
20	.268
21	.300
22	.244
23	.244
24	.273
25	.300
26	.244
27	.244
28	.273
29	.300
30	.268
31	.268
32	.295
33	.300
34	.268
35	.268
36	.330
37	.273
38	.244
39	.244
40	.268
41	.273
42	.244
43	.244
44	.268
45	.328
46	.322
47	.328
48	.328
49	.322
50	.292
51	.328
52	.328
53	.328
54	.322
55	.328
56	.268
57	.268

58	.244
59	.300
60	.273
61	.244
62	.268
63	.295
64	.273
65	.244
66	.244
67	.268
68	.360
69	.268
70	.300
71	.268
72	.268
73	.300
74	.273
75	.244
76	.244
77	.273
78	.273
79	.244
80	.244
81	.273
82	.273
83	.244
84	.244
85	.273
86	.328
87	.300
88	.300
89	.268
90	.268
91	.300
92	.292
93	.268
94	.357
95	.307
96	.322
97	.297
98	.257
99	.257
100	.297
101	.357
102	.327
103	.282
104	.282
105	.327
106	.297
107	.256
108	.256
109	.297
110	.322
111	.297
112	.257
113	.257
114	.297
115	.297
116	.257

117	.257
118	.297
119	.275
120	.282
121	.357
122	.400
123	.281
124	.281
125	.327
126	.400
127	.275
128	.275
129	.275
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