

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1133
EXHIBIT "B" TO THE MASTER DEED OF

HERITAGE IN THE HILLS

CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION (CONTINUED FROM SHEET 1)

AND ALSO, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thorndike Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tenken Road 60' 1/2' right of way; thence North 89°25'46" West, 1481.57 feet, along the Northerly right of way of said Tenken Road, to the POINT OF BEGINNING; thence continuing North 89°25'46" West, 96.00 feet, along the Northerly right of way of said Tenken Road; thence 31.50 feet along a curve to the left, said curve having a radius of 190.00 feet, a central angle of 09°30'00", and a chord bearing and distance of North 04°10'46" West, 31.47 feet; thence North 08°35'46" West, 99.39 feet; thence North 00°32'33" East, 60.77 feet; thence North 08°35'46" West, 133.57 feet; thence North 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 39°53'20" and a chord bearing and distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 68°03'48", and a chord bearing and distance of North 02°02'21" West, 218.04 feet; thence 335.01 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 73°49'30", and a chord bearing and distance of North 86°26'53" West, 312.31 feet; thence 100.86 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of North 63°50'57" West, 99.79 feet; thence North 78°25'46" West, 35.27 feet; thence North 11°34'14" East, 60.00 feet; thence North 19°35'09" East, 128.55 feet; thence North 72°25'46" East, 141.02 feet; thence North 17°34'14" East, 163.00 feet; thence North 72°25'46" East, 15.00 feet; thence North 13°36'43" East, 125.75 feet; thence North 72°25'46" East, 323.14 feet; said curve having a radius of 280.00 feet, a central angle of 14°37'13", and a chord bearing and distance of North 89°59'13" East, 70.85 feet; thence South 07°16'53" East, 66.57 feet; thence South 65°18'39" East, 155.72 feet; thence South 01°44'37" West, 24.54 feet; thence 711 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°31'06", and a chord bearing and distance of South 48°07'28" West, 80.68 feet; thence South 39°11'54" West, 139.35 feet; thence 711 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 02°02'08", and a chord bearing and distance of South 40°12'58" West, 7.11 feet; thence South 39°39'02" East, 60.59 feet; thence 304.96 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 67°12'15", and a chord bearing and distance of South 02°38'34" East, 287.78 feet; thence South 30°59'34" West, 516.28 feet; thence 139.35 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 39°53'20", and a chord bearing and distance of South 11°01'54" West, 136.55 feet; thence South 08°35'46" East, 323.98 feet; thence 47.42 feet along a curve to the right, said curve having a radius of 298.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 47.37 feet, to the point of beginning. All of the above containing 7,253 Acres. All of the above being subject to all easements and restrictions of record.

AND ALSO, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thorndike Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tenken Road 60' 1/2' right of way; thence North 89°25'46" West, 1481.57 feet, along the Northerly right of way of said Tenken Road, to the POINT OF BEGINNING; thence continuing North 89°25'46" West, 96.00 feet, along the Northerly right of way of said Tenken Road; thence 31.50 feet along a curve to the left, said curve having a radius of 190.00 feet, a central angle of 09°30'00", and a chord bearing and distance of North 04°10'46" West, 31.47 feet; thence North 08°35'46" West, 99.39 feet; thence North 00°32'33" East, 60.77 feet; thence North 08°35'46" West, 133.57 feet; thence North 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 39°53'20" and a chord bearing and distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 68°03'48", and a chord bearing and distance of North 02°02'21" West, 218.04 feet; thence 335.01 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 73°49'30", and a chord bearing and distance of North 86°26'53" West, 312.31 feet; thence 100.86 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of North 63°50'57" West, 99.79 feet; thence North 78°25'46" West, 35.27 feet; thence North 11°34'14" East, 60.00 feet; thence North 19°35'09" East, 128.55 feet; thence North 72°25'46" East, 141.02 feet; thence North 17°34'14" East, 163.00 feet; thence North 72°25'46" East, 15.00 feet; thence North 13°36'43" East, 125.75 feet; thence North 72°25'46" East, 323.14 feet; said curve having a radius of 280.00 feet, a central angle of 14°37'13", and a chord bearing and distance of North 89°59'13" East, 70.85 feet; thence South 07°16'53" East, 66.57 feet; thence South 65°18'39" East, 155.72 feet; thence South 01°44'37" West, 24.54 feet; thence 711 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°31'06", and a chord bearing and distance of South 48°07'28" West, 80.68 feet; thence South 39°11'54" West, 139.35 feet; thence 711 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 02°02'08", and a chord bearing and distance of South 40°12'58" West, 7.11 feet; thence South 39°39'02" East, 60.59 feet; thence 304.96 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 67°12'15", and a chord bearing and distance of South 02°38'34" East, 287.78 feet; thence South 30°59'34" West, 516.28 feet; thence 139.35 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 39°53'20", and a chord bearing and distance of South 11°01'54" West, 136.55 feet; thence South 08°35'46" East, 323.98 feet; thence 47.42 feet along a curve to the right, said curve having a radius of 298.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 47.37 feet, to the point of beginning. All of the above containing 7,253 Acres. All of the above being subject to all easements and restrictions of record.

LEGAL DESCRIPTION
EASEMENT FOR INGRESS/EGRESS AND COMMUNITY AREAS AND FACILITIES

A part of the Southwest 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thorndike Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tenken Road 60' 1/2' right of way; thence North 89°25'46" West, 1481.57 feet, along the Northerly right of way of said Tenken Road, to the POINT OF BEGINNING; thence continuing North 89°25'46" West, 96.00 feet, along the Northerly right of way of said Tenken Road; thence 31.50 feet along a curve to the left, said curve having a radius of 190.00 feet, a central angle of 09°30'00", and a chord bearing and distance of North 04°10'46" West, 31.47 feet; thence North 08°35'46" West, 99.39 feet; thence North 00°32'33" East, 60.77 feet; thence North 08°35'46" West, 133.57 feet; thence North 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 39°53'20" and a chord bearing and distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 68°03'48", and a chord bearing and distance of North 02°02'21" West, 218.04 feet; thence 335.01 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 73°49'30", and a chord bearing and distance of North 86°26'53" West, 312.31 feet; thence 100.86 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of North 63°50'57" West, 99.79 feet; thence North 78°25'46" West, 35.27 feet; thence North 11°34'14" East, 60.00 feet; thence North 19°35'09" East, 128.55 feet; thence North 72°25'46" East, 141.02 feet; thence North 17°34'14" East, 163.00 feet; thence North 72°25'46" East, 15.00 feet; thence North 13°36'43" East, 125.75 feet; thence North 72°25'46" East, 323.14 feet; said curve having a radius of 280.00 feet, a central angle of 14°37'13", and a chord bearing and distance of North 89°59'13" East, 70.85 feet; thence South 07°16'53" East, 66.57 feet; thence South 65°18'39" East, 155.72 feet; thence South 01°44'37" West, 24.54 feet; thence 711 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°31'06", and a chord bearing and distance of South 48°07'28" West, 80.68 feet; thence South 39°11'54" West, 139.35 feet; thence 711 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 02°02'08", and a chord bearing and distance of South 40°12'58" West, 7.11 feet; thence South 39°39'02" East, 60.59 feet; thence 304.96 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 67°12'15", and a chord bearing and distance of South 02°38'34" East, 287.78 feet; thence South 30°59'34" West, 516.28 feet; thence 139.35 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 39°53'20", and a chord bearing and distance of South 11°01'54" West, 136.55 feet; thence South 08°35'46" East, 323.98 feet; thence 47.42 feet along a curve to the right, said curve having a radius of 298.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 47.37 feet, to the point of beginning. All of the above containing 7,253 Acres. All of the above being subject to all easements and restrictions of record.

PROPOSED DATED
MARCH 17, 2000

HERITAGE IN THE HILLS

EXHIBIT

TITLE PAGE
(SHEET 2 OF 3)



SEBER, KEAST & ASSOCIATES, INC.
10000 WOODLAND AVENUE, SUITE 100, AUBURN HILLS, MI 48324
TEL: 248-855-1100 FAX: 248-855-1101
WWW.SKA-INC.COM

HERITAGE IN THE HILLS

CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION (CONTINUED FROM SHEET 2)

AND ALSO, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, more particularly described as commencing at the Southeast Corner of said Section 1; thence North 07°13'00" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thorndike Sub. No. 6" (recorded on North 01°35'30" West) as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tinklen Road (60 feet 1/2 right of way); thence North 89°25'46" West, 157.57 feet, along the Northerly right of way of said Tinklen Road, to the POINT OF BEGINNING; thence continuing North 89°25'46" West, 331.48 feet, along the Northerly right of way of said Tinklen Road; thence North 06°14'46" East, 121.07 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 16°01'22", and a chord bearing and distance of North 75°44'33" West, 72.47 feet; thence North 33°41'17" West, 93.02 feet; thence South 25°30'22" East, 66.97 feet to the Northerly right of way of said Tinklen Road; thence North 89°25'46" West, 122.22 feet, along the Northerly right of way of said Tinklen Road; thence North 35°46'09" West, 168.88 feet; thence North 13°25'46" East, 315.00 feet; thence North 36°01'19" East, 113.73 feet; thence North 02°45'07" East, 198.50 feet; thence South 60°42'16" East, 157.98 feet; thence 160.98 feet, along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 161°20'56", and a chord bearing and distance of South 70°01'48" East, 118.41 feet; thence 33.06 feet, along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 45°05'57", and a chord bearing and distance of South 11°34'18" East, 32.21 feet; thence South 34°27'16" East, 6.94 feet; thence 55.27 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°04'48", and a chord bearing and distance of South 28°21'53" East, 55.17 feet; thence North 76°34'14" East, 70.66 feet; thence 20.07 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 04°25'25", and a chord bearing and distance of North 78°46'57" East, 20.07 feet; thence North 09°00'21" West, 166.27 feet; thence North 76°34'14" East, 60.95 feet; thence South 75°24'50" West, 160.28 feet; thence South 56°15'43" East, 185.57 feet; thence South 33°44'17" West, 165.00 feet; thence South 56°15'43" East, 41.47 feet; thence 110.86 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 31°45'33", and a chord bearing and distance of South 72°06'30" East, 109.45 feet; thence 60.13 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 13°15'06", and a chord bearing and distance of South 02°17'40" West, 60.00 feet; thence 143.79 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 31°41'11", and a chord bearing and distance of North 72°06'19" West, 141.98 feet; thence North 56°15'43" West, 26.47 feet; thence South 33°44'17" West, 255.24 feet; thence 47.78 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 13°41'12", and a chord bearing and distance of South 87°35'10" East, 47.68 feet; thence South 89°25'46" East, 113.74 feet; thence North 00°34'14" East, 122.55 feet; thence North 89°09'20" East, 140.70 feet; thence South 08°55'46" East, 99.39 feet; thence South 00°37'33" West, 60.77 feet; thence South 08°55'46" East, 99.39 feet; thence 31.50 feet, along a curve to the right, said curve having a radius of 190.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 31.47 feet, to the point of beginning. All of the above containing 9.463 Acres.

AND ALSO, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, more particularly described as commencing at said Point "A"; thence 139.35 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 39°55'20", and a chord bearing and distance of North 11°01'54" East, 136.55 feet; thence North 30°59'34" East, 518.28 feet; thence 304.96, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 67°12'15", and a chord bearing and distance of North 02°36'34" West, 287.78 feet; thence North 39°39'02" West, 60.59 feet; thence 02°02'08", along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 11°54" East, 24.54 feet; thence 81.01 feet, along a curve to the right, (continued above right)

and distance of North 49°07'28" East, 80.68 feet; thence North 32°56'56" West, 160.00 feet; thence North 85°16'39" East, 155.72 feet; thence North 01°44'37" East, 66.57 feet; thence North 50°48'31" West, 57.54 feet; thence North 07°16'53" West, 60.00 feet; thence 185.30 feet, along a curve to the left, said curve having a radius of 220.00 feet, a central angle of 48°15'32", and a chord bearing and distance of North 50°35'21" East, 178.87 feet, to the POINT OF BEGINNING; thence continuing 86.41 feet, along a curve to the left, said curve having a radius of 220.00 feet, a central angle of 17°48'55", and a chord bearing and distance of North 25°33'07" East, 68.13 feet; thence North 78°23'17" West, 163.69 feet; thence North 13°38'43" East, 472.75 feet; thence North 29°37'38" East, 144.11 feet; thence South 39°10'25" East, 168.70 feet; thence 20.55 feet, along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 19°37'28", and a chord bearing and distance of North 42°39'04" East, 20.45 feet; thence North 37°32'12" West, 170.76 feet, to the East and West 1/4 line of said Section 1 (said point being located North 86°48'06" East, 454.37 feet, along the East and West 1/4 line of said Section 1 (said point being located North 86°48'06" West, 443.79 feet from the East 1/4 Corner of said Section 1); thence South 57°28'12" East, 155.14 feet; thence South 22°59'55" East, 156.99 feet; thence 10.01 feet, along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 09°33'37", and a chord bearing and distance of North 71°46'53" East, 10.00 feet; thence North 13°26'18" West, 129.25 feet; thence South 85°27'00" East, 116.89 feet; thence South 49°28'24" West, 116.89 feet; thence South 13°29'48" East, 116.89 feet; thence South 22°28'48" West, 120.46 feet; thence South 57°20'02" West, 120.46 feet; thence South 00°25'46" East, 367.50 feet; thence South 89°34'14" West, 164.00 feet; thence South 00°25'46" West, 13.23 feet; thence South 89°34'14" West, 60.00 feet; thence North 49°29'08" West, 80.11 feet; thence South 89°34'14" West, 125.75 feet; thence North 09°34'50" West, 62.10 feet; thence South 81°04'14" West, 53.35 feet; thence North 76°23'17" West, 159.05 feet, to the point of beginning. All of the above containing 14.260 Acres. All of the above being subject to all easements, restrictions and right-of-ways of record.

AND ALSO, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, more particularly described as commencing at said Point "B" for a POINT OF BEGINNING;

thence 71.04 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 14°32'13", and a chord bearing and distance of South 89°59'13" West, 70.85 feet; thence South 13°36'13" West, 130.59 feet; thence North 72°25'46" West, 323.14 feet; thence North 17°34'14" East, 125.75 feet; thence North 72°25'46" West, 15.00 feet; thence South 17°34'14" West, 183.00 feet; thence South 72°25'46" West, 156.06 feet; thence South 87°32'43" West, 65.73 feet; thence South 72°20'13" West, 105.00 feet; thence South 59°33'38" East, 132.24 feet; thence South 74°52'04" West, 182.11 feet; thence South 78°25'48" East, 10.00 feet; thence South 11°34'14" West, 137.94 feet; thence South 78°25'48" West, 79.06 feet; thence 55.22 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°10'07", and a chord bearing and distance of North 72°20'43" West, 55.12 feet; thence South 23°44'20" West, 160.00 feet; thence North 49°42'58" West, 298.02 feet, to the Easterly right of way of Squirrel Road (60 feet 1/2 right of way); thence North 01°33'26" West, 144.03 feet, along the Easterly right of way of said Squirrel Road; thence North 66°05'21" East, 105.51 feet; thence 113.54 feet, along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 108°25'38", and a chord bearing and distance of North 04°55'30" West, 97.34 feet; thence North 40°42'41" West, 145.04 feet; thence North 50°34'14" East, 252.90 feet; thence South 06°32'49" West, 160.00 feet; thence South 87°27'44" East, 143.11 feet; thence South 06°32'49" West, 160.00 feet; thence 20.00 feet, along a curve to the right, said curve having a radius of 360.00 feet, a central angle of 03°10'59", and a chord bearing and distance of South 81°31'41" East, 20.00 feet; thence North 09°43'48" East, 169.95 feet; thence South 72°25'46" East, 228.65 feet; thence South 17°34'14" West, 165.00 feet; thence South 72°25'46" East, 257.38 feet; thence North 13°38'43" West, 160.53 feet; thence 48.12 feet, along a curve to the left, said curve having a radius of 220.00 feet, a central angle of 12°47'34", and a chord bearing and distance of North 89°06'54" East, 49.02 feet; thence South 07°16'53" East, 60.00 feet, to the point of beginning. All of the above containing 12.804 Acres. All of the above being subject to all easements, restrictions and right-of-ways of record.

PROPOSED DATED
MARCH 17, 2000

HERITAGE IN THE HILLS

Patricia A. East
PLAT 1133

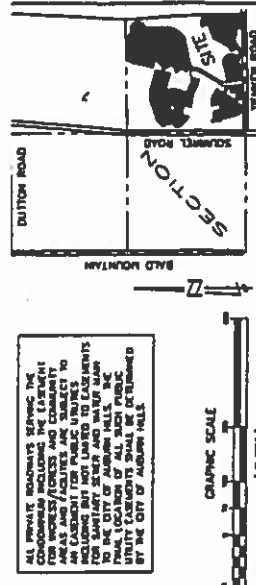
ENGINEER
PLAT 1133

MEMBER, EAST & ASSOCIATES, INC.
ASSOCIATES, INC.

1000 SOUTH HURON AVENUE, SUITE 2000
ANN ARBOR, MICHIGAN 48106-1000

TEL: 734.769.1000
FAX: 734.769.1001
WWW.EAST-AND-ASSOCIATES.COM

TITLE PAGE
(SHEET 3 OF 3)



VICINITY MAP
NO SCALE

ALL PRIVATE ROADS SERVING THE PROJECT ARE SHOWN FOR WORKS/ACCESS AND CONDUIT AREAS AND FACILITIES ARE SUBJECT TO THE CITY OF AUBURN HILLS POLICIES BUT NOT LIMITED TO EASEMENTS FOR SANITARY SEWER AND WATER MAINS. THE LOCATION OF ALL SUCH PUBLIC UTILITY EASEMENTS SHALL BE DETERMINED BY THE CITY OF AUBURN HILLS.



GRAPHIC SCALE
1 inch = 100 ft.

SURVEYOR'S CERTIFICATE

I, Michael L. Millettics, Professional Surveyor of the State of Michigan, hereby certify:

That the Subdivision Plon known as Oakland County Condominium Subdivision Plan No. 1133, as shown on the accompanying drawings, represents a survey on the ground made under my direction; that there are no existing encroachments upon the lands and property;

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 1978, as amended;

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 1978, as amended;

That the bearings as shown are noted on Survey Plan as required by the rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978, as amended.

5-2-00

Date
Michael L. Millettics Professional Surveyor
Registration Number 29249
Millettics and Associates
40399 Grand River Avenue
Novi, Michigan 48375

NOTE: BEARINGS ARE SHOWN IN RELATION TO THE EAST AND WEST 1/4 LINE OF SECTION 1, AS SHOWN ON "HAWTHORN FOREST", AS RECORDED IN LIBER 225 OF PLATS, ON PAGES 24 THRU 30, INCLUSIVE.
ADDITIONAL EASEMENTS MAY BE SHOWN ON AS-BUILT DRAWINGS.

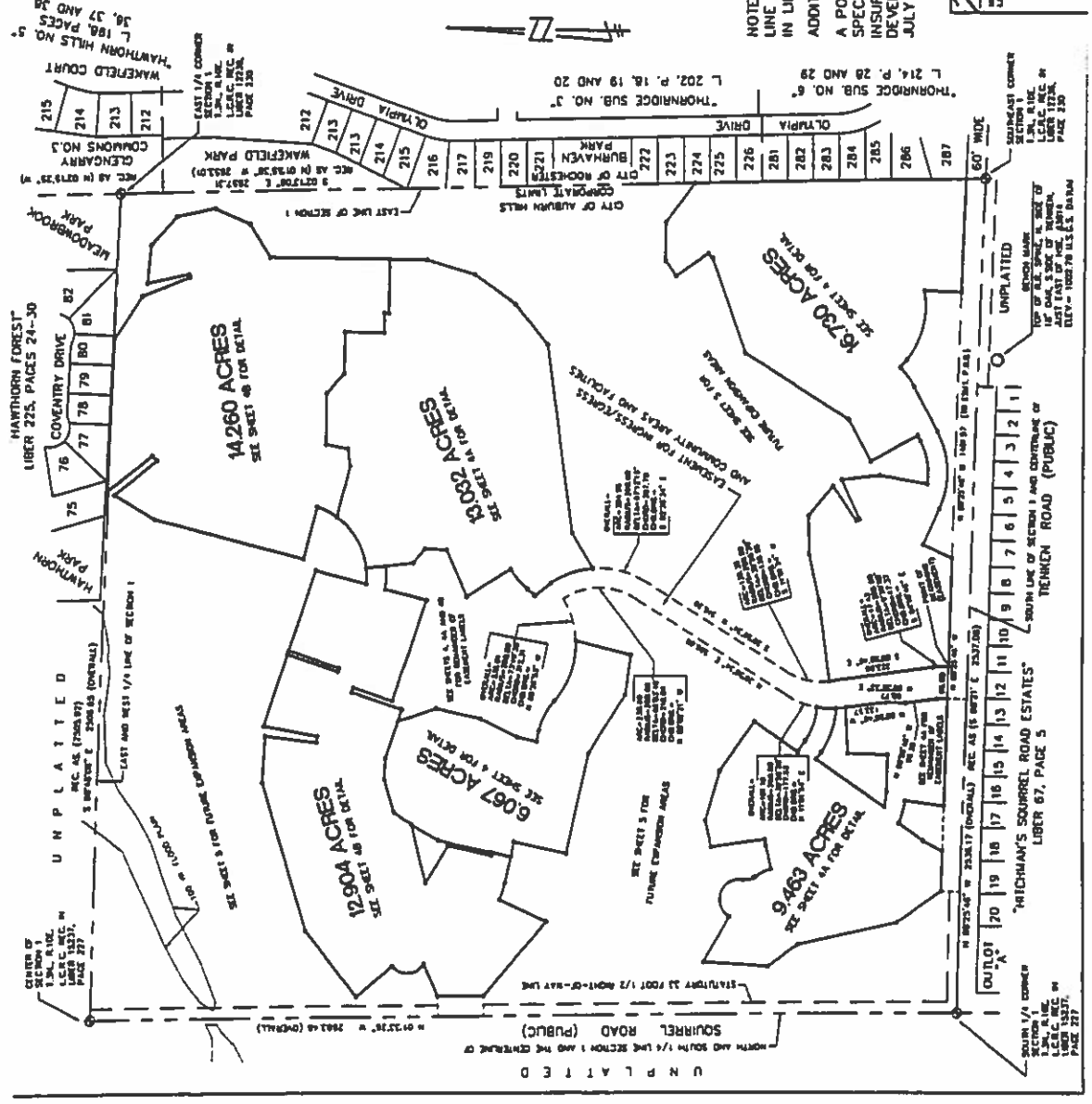
A PORTION OF THE FUTURE EXPANSION AREA IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FIRM COMMUNITY PANEL NO. 260263-0010-B, DATED JULY 16, 1979, AND IS SHOWN HEREON.

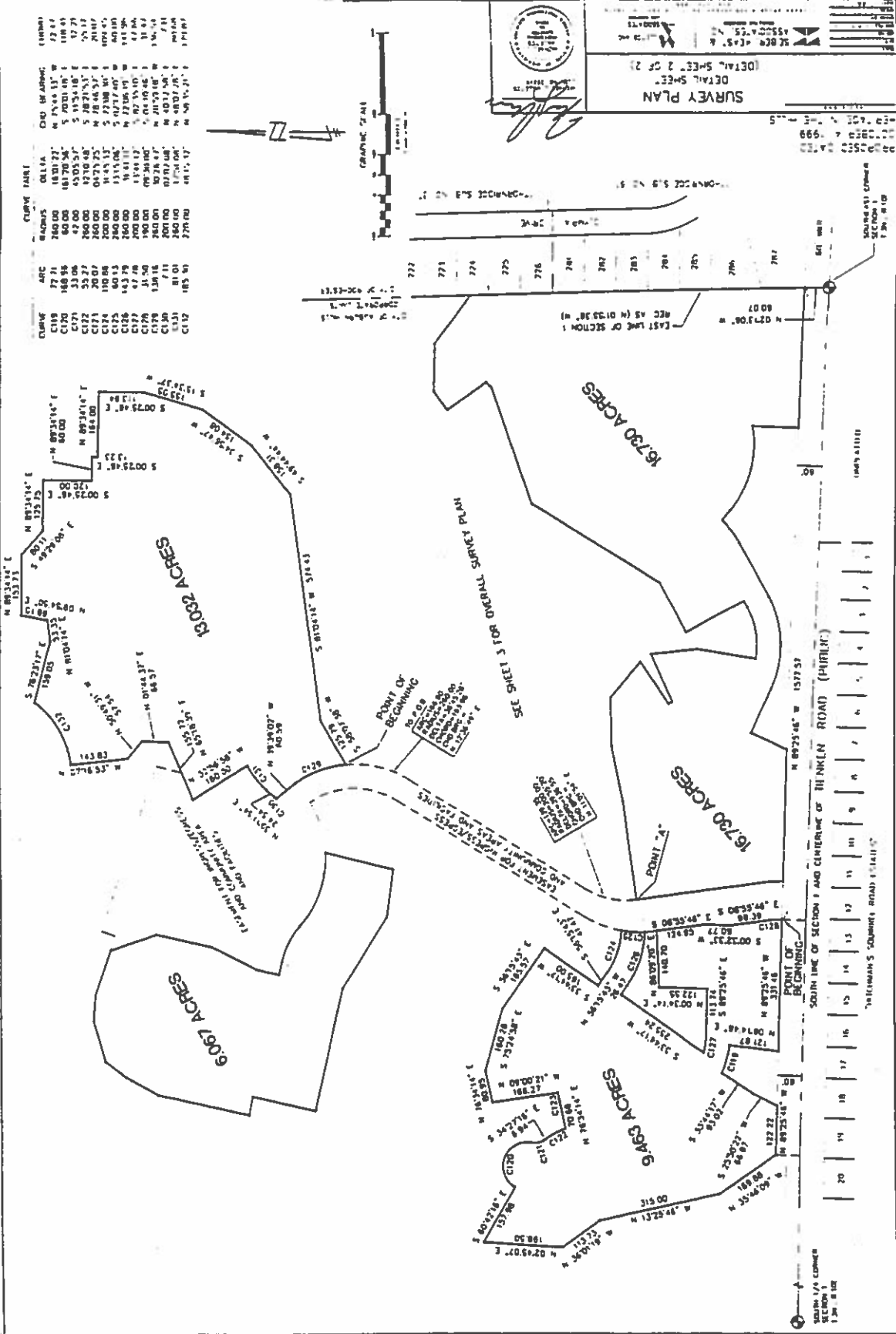
PROPOSED DATED
MARCH 17, 2000

**SURVEY PLAN
OVERALL SITE**



SEBER, HEAST & ASSOCIATES, INC.
10000 GRAND RIVER AVENUE
NOVI, MICHIGAN 48375
TEL: 248-463-1100
FAX: 248-463-1101





CHAINS	ACRES	ADJ. CHAINS	ADJ. ACRES
C119	72.71	M 134.31	72.44
C120	168.96	M 134.31	110.41
C121	42.00	M 134.31	27.71
C122	33.06	M 134.31	21.77
C123	55.27	M 134.31	36.11
C124	20.00	M 134.31	13.11
C125	40.15	M 134.31	26.22
C126	43.79	M 134.31	28.53
C127	47.48	M 134.31	31.14
C128	31.50	M 134.31	20.66
C129	130.16	M 134.31	86.41
C130	180.00	M 134.31	117.11
C131	181.01	M 134.31	118.11
C132	185.91	M 134.31	123.11

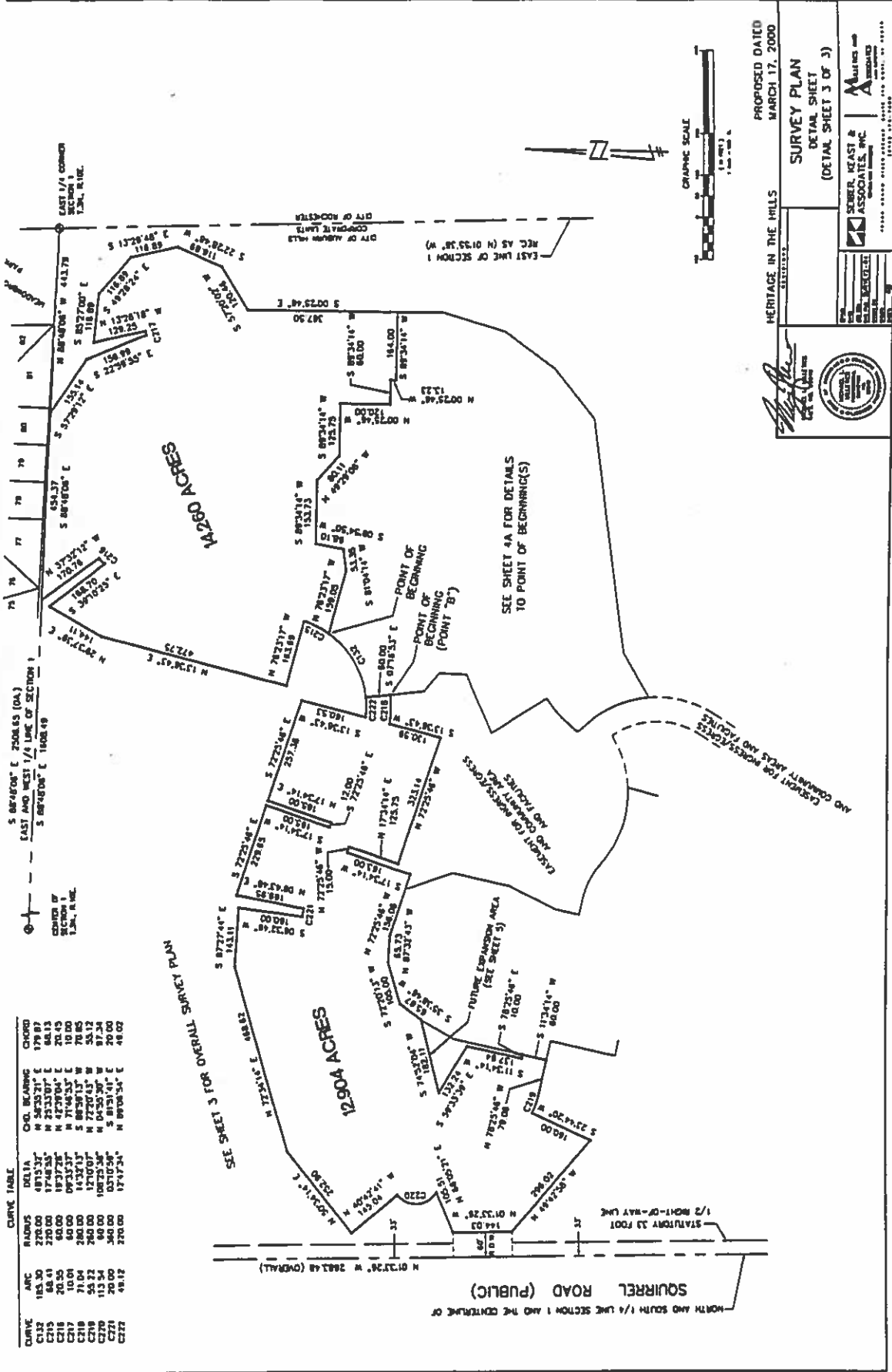
CHAINS	ADJ. CHAINS	ADJ. ACRES
C133	M 134.31	72.44
C134	M 134.31	110.41
C135	M 134.31	27.71
C136	M 134.31	21.77
C137	M 134.31	36.11
C138	M 134.31	13.11
C139	M 134.31	26.22
C140	M 134.31	28.53
C141	M 134.31	31.14
C142	M 134.31	20.66
C143	M 134.31	86.41
C144	M 134.31	117.11
C145	M 134.31	118.11
C146	M 134.31	123.11

CHAINS	ADJ. CHAINS	ADJ. ACRES
C147	M 134.31	72.44
C148	M 134.31	110.41
C149	M 134.31	27.71
C150	M 134.31	21.77
C151	M 134.31	36.11
C152	M 134.31	13.11
C153	M 134.31	26.22
C154	M 134.31	28.53
C155	M 134.31	31.14
C156	M 134.31	20.66
C157	M 134.31	86.41
C158	M 134.31	117.11
C159	M 134.31	118.11
C160	M 134.31	123.11

CHAINS	ADJ. CHAINS	ADJ. ACRES
C161	M 134.31	72.44
C162	M 134.31	110.41
C163	M 134.31	27.71
C164	M 134.31	21.77
C165	M 134.31	36.11
C166	M 134.31	13.11
C167	M 134.31	26.22
C168	M 134.31	28.53
C169	M 134.31	31.14
C170	M 134.31	20.66
C171	M 134.31	86.41
C172	M 134.31	117.11
C173	M 134.31	118.11
C174	M 134.31	123.11

CHAINS	ADJ. CHAINS	ADJ. ACRES
C175	M 134.31	72.44
C176	M 134.31	110.41
C177	M 134.31	27.71
C178	M 134.31	21.77
C179	M 134.31	36.11
C180	M 134.31	13.11
C181	M 134.31	26.22
C182	M 134.31	28.53
C183	M 134.31	31.14
C184	M 134.31	20.66
C185	M 134.31	86.41
C186	M 134.31	117.11
C187	M 134.31	118.11
C188	M 134.31	123.11

CHAINS	ADJ. CHAINS	ADJ. ACRES
C189	M 134.31	72.44
C190	M 134.31	110.41
C191	M 134.31	27.71
C192	M 134.31	21.77
C193	M 134.31	36.11
C194	M 134.31	13.11
C195	M 134.31	26.22
C196	M 134.31	28.53
C197	M 134.31	31.14
C198	M 134.31	20.66
C199	M 134.31	86.41
C200	M 134.31	117.11
C201	M 134.31	118.11
C202	M 134.31	123.11



CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHORD	CHORD BEARING	CHORD
C133	184.50	270.00	4815.37	179.87	M 54352.71	E 179.87
C134	184.50	270.00	17448.35	64.13	M 25333.07	E 64.13
C135	20.50	60.00	1937.78	20.45	M 4739.04	E 20.45
C136	71.04	280.00	6933.37	10.00	M 7146.33	E 10.00
C137	71.04	280.00	1320.37	5.54	M 2899.15	E 5.54
C138	113.34	400.00	10270.36	37.24	M 24350.30	E 37.24
C139	20.00	60.00	3510.58	20.00	M 8151.41	E 20.00
C140	49.12	270.00	17474.54	49.02	M 89038.54	E 49.02

PROPOSED DATED
MARCH 17, 2000

HERITAGE IN THE HILLS

SURVEY PLAN
DETAIL SHEET
(DETAIL SHEET 3 OF 3)

SEAL OF THE SURVEYOR

SEAL OF THE ASSOCIATION

SEAL OF THE STATE

EAST LINE OF SECTION 1
EAST AND WEST 1/4 LINE OF SECTION 1
EAST 1/4 CORNER SECTION 1
T.M.L. BLINE

CITY OF MURKIN HILLS
CITY OF ROCKFORD

REC AS (N 013328 W)
EAST LINE OF SECTION 1

14.280 ACRES

10.09621 ACRES

1.2341 ACRES

SEE SHEET 4A FOR DETAILS TO POINT OF BEGINNING(S)

CASUALTY FOR WOODS, FORESTS AND COMMUNITY AREAS AND FACILITIES

FUTURE EXPANSION AREA (SEE SHEET 4A)

STATIONARY 33 FOOT 1/2 RIGHT-OF-WAY LINE

NORTH AND SOUTH 1/4 LINE SECTION 1 AND THE CENTERLINE OF SQUIRREL ROAD (PUBLIC)

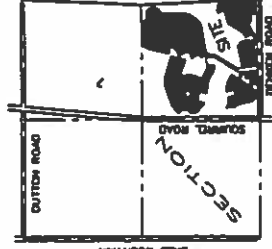
N 013728 W 2843.48 (OVERALL)

GRAPHIC SCALE
1" = 100' 0"

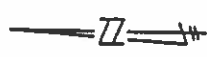
PROPOSED DATED
MARCH 17, 2000

FUTURE EXPANSION
AREA

SEIBER, HEAST &
ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEER
NO. 10740
12001 W. 120TH AVE., SUITE 100
DENVER, CO 80231
TEL: (303) 750-0300
FAX: (303) 750-0301

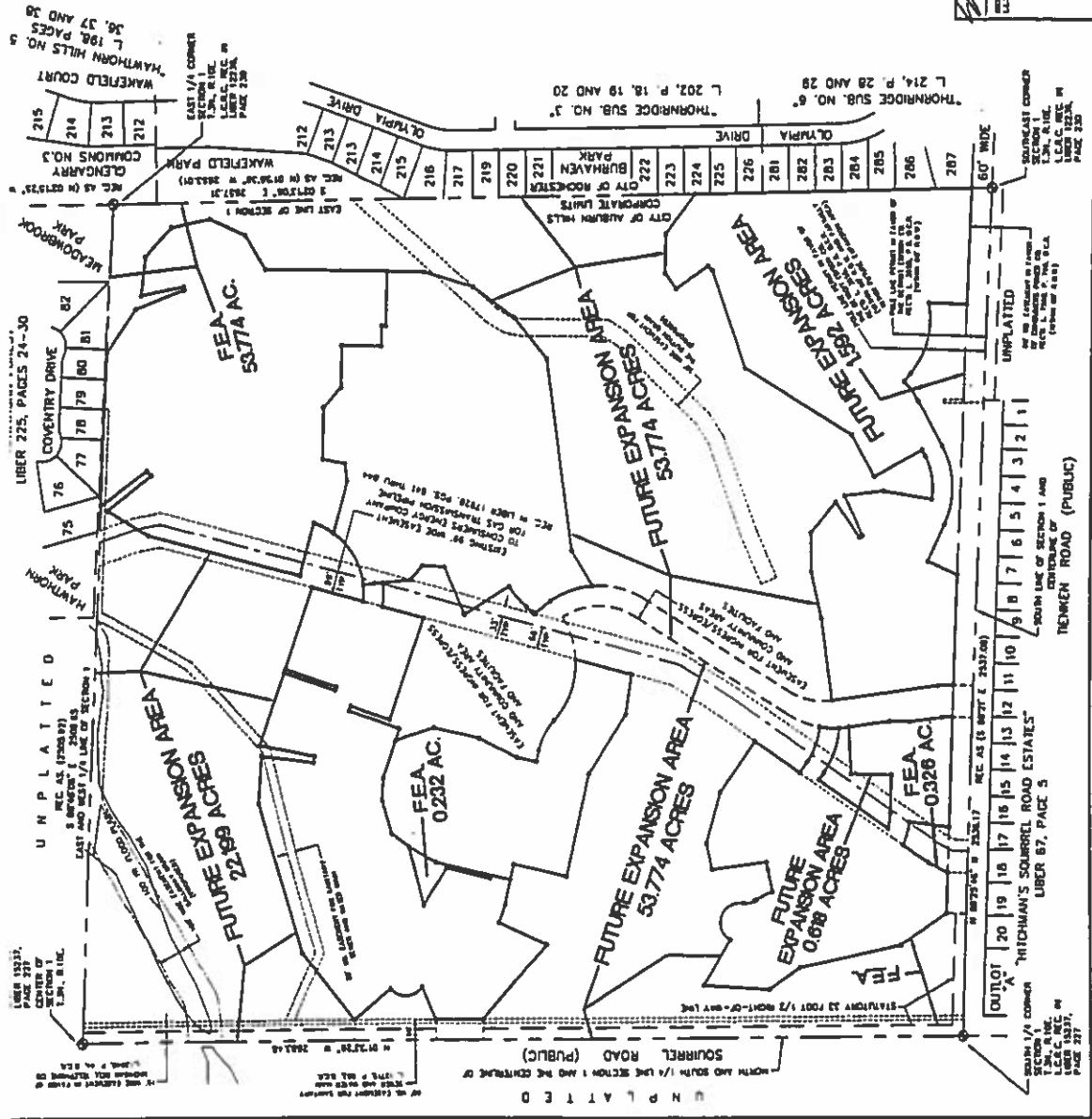


VICINITY MAP
NO SCALE



HERITAGE IN THE HILLS
033300033

Seiber, Heast & Associates, Inc.
REGISTERED PROFESSIONAL ENGINEER
NO. 10740



NOTES

PROPOSED DEVELOPMENT CONTAINS 281 UNITS.

THE GENERAL COMMON ELEMENTS AND UNSOLD UNITS ARE CONVERTIBLE AREAS WITHIN WHICH UNITS MAY BE EXPANDED, DELETED AND MODIFIED, AND WITHIN WHICH GENERAL COMMON ELEMENTS MAY BE MODIFIED, DELETED, EXPANDED AND CREATED, ALL IN THE DEVELOPER'S SOLE DISCRETION AS PROVIDED IN THE MASTER DEED.

ALL ROADWAYS IN THE CONDOMINIUM ARE PRIVATE, AND MUST BE BUILT. SEE SHEETS 15 AND 15A FOR UNIT AREA DATA. SEE SHEETS 31 AND 32 FOR UTILITY INFORMATION.

ALL PRIVATE ROADWAYS SERVING THE PROJECT SHALL BE CONVEYED TO THE CITY OF ALBUQUERQUE FOR HIGHWAYS, EGRESS AND COMMUNITY AREAS AND FACILITIES ARE SUBJECT TO THE CITY'S REQUIREMENTS AND REGULATIONS BUT NOT LIMITED TO EASEMENTS FOR SANITARY SEWER AND WATER MAINS. THE LOCATION OF ALL SUCH PUBLIC UTILITY EASEMENTS SHALL BE DETERMINED BY THE CITY OF ALBUQUERQUE.



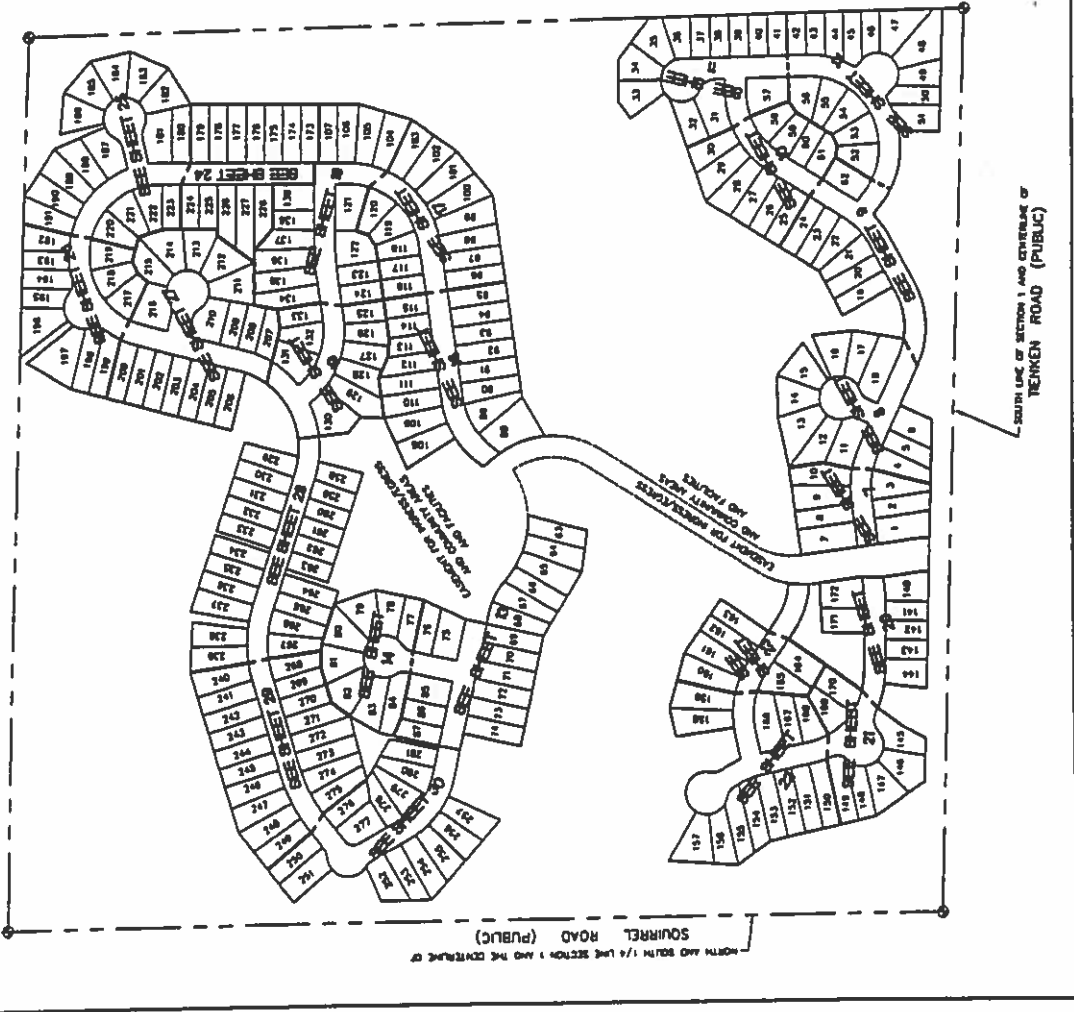
HERITAGE IN THE HILLS
PROPOSED DATED MARCH 17, 2000

SITE PLAN SHEET INDEX

SEBER, BEAST & ASSOCIATES, INC.
ARCHITECTS

11111 11th Street, NE
Albuquerque, NM 87111
Tel: 505-261-1111
Fax: 505-261-1112

11111 11th Street, NE
Albuquerque, NM 87111
Tel: 505-261-1111
Fax: 505-261-1112



BASIS OF COORDINATES
SOUTH 1/4 CORNER
OF SECTION 1
NORTH = 5000.0000
EAST = 5000.0000

PT. NO.	NORTH	EAST
5	N 4990.4844	E 5955.6270
6	N 5049.5256	E 6057.2197
7	N 5050.4814	E 5956.2244
8	N 5081.8649	E 5953.9311
9	N 5180.0470	E 5938.5044
10	N 5240.8102	E 5939.0797
11	N 5372.7571	E 5918.3478
41	N 5096.7659	E 6048.7676
42	N 5416.8006	E 5998.4876
100	N 5048.2241	E 6182.9282
103	N 5436.2030	E 6121.9676
104	N 5455.3271	E 6243.6816

ALL PRIVATE ROADWAYS SERVING THE COMMUNITY INCLUDING THE EASTERN AREAS AND FACILITIES ARE SUBJECT TO AN EASEMENT FOR PUBLIC UTILITIES FOR SANITARY SEWER AND WATER MAIN TO THE CITY OF ALBANY HILLS. THE UTILITIES LOCATED IN ALL SUCH PUBLIC UTILITIES ARE TO BE DETERMINED BY THE CITY OF ALBANY HILLS.

CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHD BEARING	CHORD
C2	47.42	286.00	08°30'00"	N 04°10'46" W	47.37
C3	77.68	200.00	22°51'18"	S 87°48'07" F	77.20
C5	40.44	260.00	08°54'38"	N 85°31'33" E	40.39
C6	47.96	260.00	10°34'10"	S 84°44'03" E	47.89

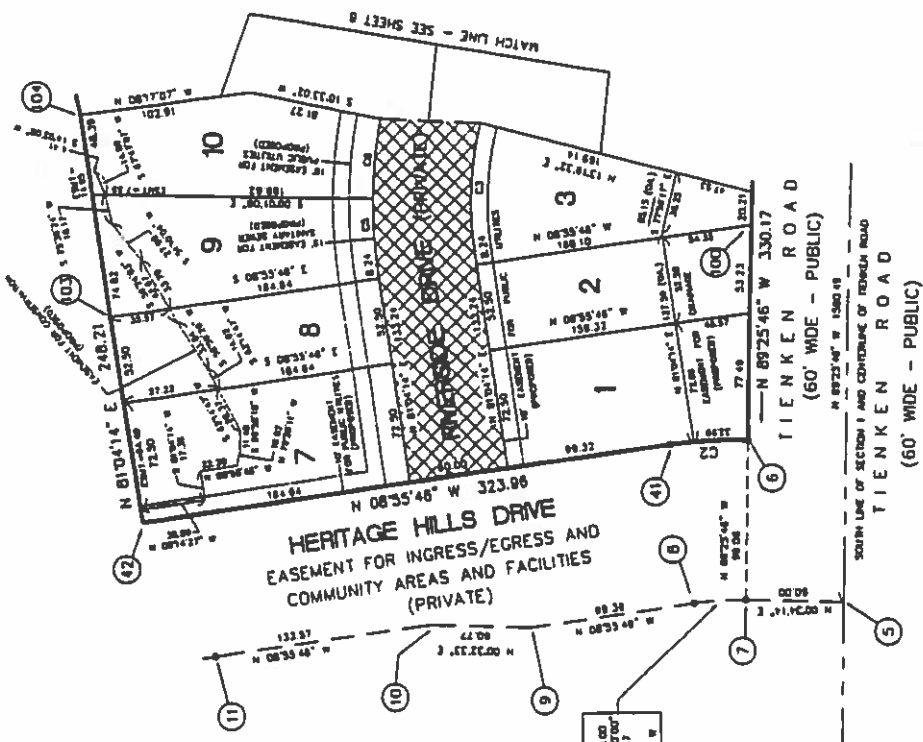
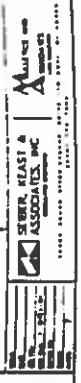
SEE SHEET 15 FOR AREA DATA

NOTE:
ALL UTILITIES AND ROADS MUST BE BUILT
① DENOTES COORDINATE POINT NUMBER

- INDICATES POINT OF CURVATURE
- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT

HERITAGE HILLS
PROPOSED DATED JAN 4, 1999

SITE PLAN
(SHEET 1 OF 8)



14	13	12	11	10	9
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"HITCHMAN'S SQUIRREL ROAD ESTATES"
LIBER 67, PAGE 5, OAKLAND COUNTY RECORDS

PT. NO.	NORTH	EAST
37	N 5089.7133	E 6531.7817
38	N 5137.5212	E 6422.1934
39	N 5046.2381	E 6382.1747
43	N 5493.0961	E 6500.4603
44	N 5345.8189	E 6488.9054
45	N 5336.8522	E 6494.2397
46	N 5393.7813	E 6612.2226
101	N 5047.6172	E 6741.8752
104	N 5455.3271	E 6243.6816
105	N 5353.4957	E 6258.5105
106	N 5488.8261	E 6383.4228
107	N 5419.9205	E 6591.9008
108	N 5276.8937	E 6628.1714
109	N 5130.1824	E 6606.4263

BASIS OF COORDINATES -
SOUTH 1/4 CORNER
OF SECTION 1
NORTH = 5000.0000
EAST = 5000.0000

ALL PRIVATE ROADS SERVING THE
COMMUNITY INCLUDING THE LASEMENT
FOR HIGHWAYS/ROADS AND COMMUNITY
UTILITIES SHALL BE LIMITED TO EASEMENTS
AND SHALL NOT BE LIMITED TO EASEMENTS
FOR SANITARY SEWER AND WATER MAIN
AND SHALL BE LIMITED TO EASEMENTS
FINAL LOCATION OF ALL SUCH PUBLIC
UTILITY EASEMENTS SHALL BE DETERMINED
BY THE CITY OF AUBURN HILLS

CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHD. BEARING	CHORD
C1	52.85	200.00	1508'23"	S 73°59'58" E	52.69
C4	35.76	200.00	1014'42"	S 71°33'07" E	35.71
C7	59.08	260.00	1301'12"	S 72°56'22" E	58.96
C8	33.06	42.00	4505'57"	S 01°01'15" W	32.21
C9	11.69	60.00	1109'31"	N 15°36'58" W	11.67
C10	48.91	60.00	4642'23"	S 12°58'59" W	47.57
C11	37.67	60.00	3538'36"	N 54°19'28" E	37.06
C12	37.67	60.00	3538'36"	S 89°41'55" E	37.06
C13	10.45	60.00	8958'32"	S 30°44'45" F	10.43
C14	37.67	60.00	3538'36"	S 07°46'11" E	37.06
C15	48.56	60.00	4622'32"	N 33°24'23" E	47.25
C16	12.85	60.00	1204'32"	S 62°37'55" W	12.62
C17	33.06	42.00	4505'57"	S 46°07'12" W	32.21

SEE SHEET 15 FOR AREA DATA

NOTE:

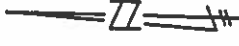
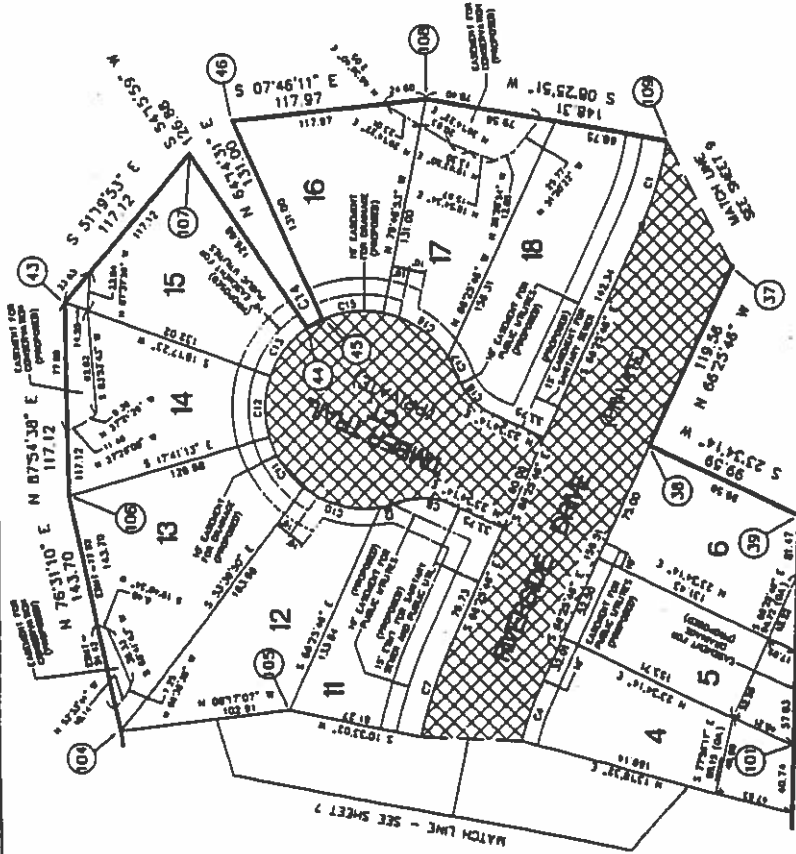
ALL UTILITIES AND ROADS MUST BE BUILT

① DENOTES COORDINATE POINT NUMBER

• INDICATES POINT OF CURVATURE.

▨ LIMITED COMMON ELEMENT

▩ GENERAL COMMON ELEMENT



T I E N K E N R O A D (60' WIDE - PUBLIC)

T I E N K E N R O A D (60' WIDE - PUBLIC)

9	8	7	6	5
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"HITCHMAN'S SQUIRREL ROAD ESTATES"
LIBER 67, PAGE 5, OAKLAND COUNTY RECORDS

HERITAGE IN THE HILLS
PROPOSED DATED JAN 4, 1999

SITE PLAN
(SHEET 2 OF 8)

SEWER, EAST & ASSOCIATES, INC.
PLANNING ENGINEERS

PT. NO.	NORTH	EAST
34	N 5203.6689 E	6979.0915
35	N 5179.1342 E	6899.0374
36	N 5102.3634 E	6764.8949
37	N 5089.7133 E	6531.7812
46	N 5393.7813 E	6612.2226
47	N 5154.4363 E	6735.0921
48	N 5163.8583 E	6751.5517
49	N 5306.1962 E	6670.0906
50	N 5377.0101 E	6793.8246
108	N 5276.8937 E	6628.1714
109	N 5130.1824 E	6606.4763
110	N 5358.3512 E	6781.2216
112	N 5445.5256 E	6834.3658
132	N 5269.6672 E	6992.0208
133	N 5222.3470 E	6955.1317

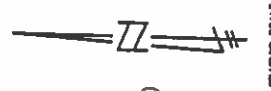
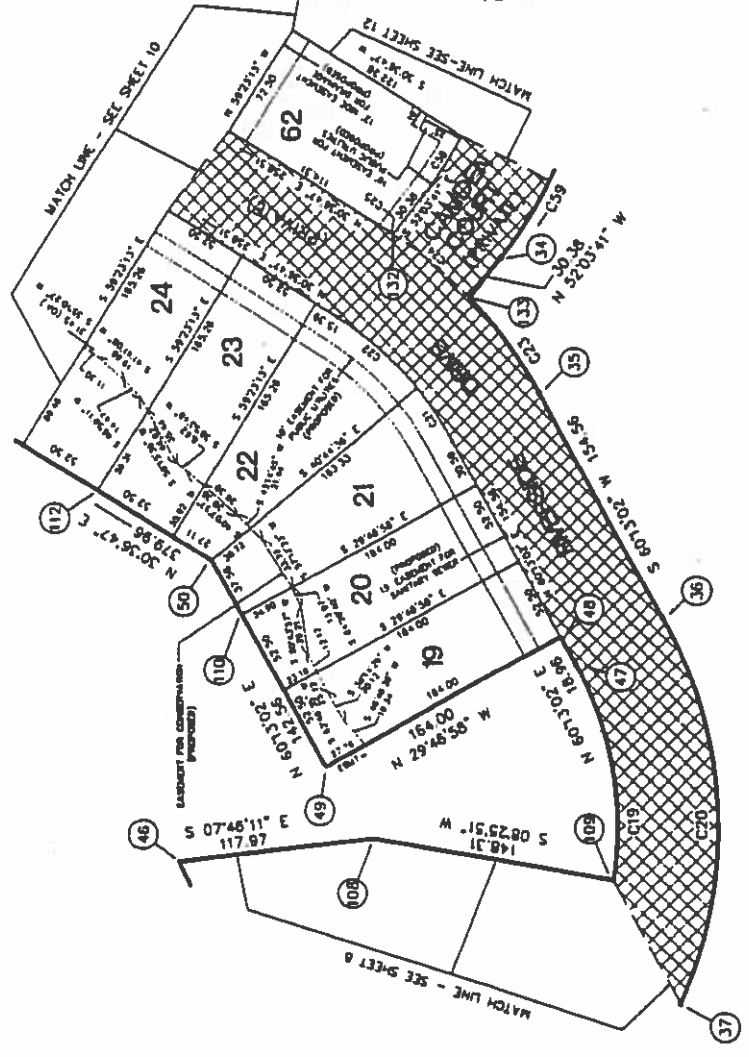
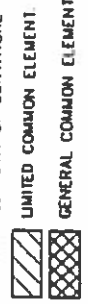
BASES OF COORDINATES:
 SOUTH 1/4 CORNER
 OF SECTION 1
 NORTH = 5000.0000
 EAST = 5000.0000

ALL PRIVATE ROADS SERVING THE
 AREAS AND FACILITIES ARE SUBJECT TO
 AN EASEMENT FOR PUBLIC UTILITIES
 IN ACCORDANCE WITH THE PROVISIONS
 OF THE CITY OF ALABAMA HILLS
 FINAL DECISION OF ALL SUCH PUBLIC
 UTILITIES SHALL BE DETERMINED
 BY THE CITY OF ALABAMA HILLS.

CURVE	ARC	RADIUS	DELTA	CHD. BEARING	CHORD
C19	133.39	200.00	3872.49°	N 79°19'26" E	130.93
C20	242.11	260.00	53°21'12"	S 86°53'38" W	233.46
C21	36.26	200.00	10°57'38"	N 54°44'13" E	38.20
C22	65.08	200.00	18°38'36"	N 39°56'06" E	64.79
C23	71.03	260.00	15°39'10"	S 52°23'27" W	70.81
C24	60.13	260.00	13°15'06"	N 37°56'19" E	60.00
C25	3.17	260.00	00°41'59"	N 30°57'47" E	3.17
C58	42.48	200.00	12°10'08"	S 58°08'45" E	42.40
C59	223.33	260.00	49°12'55"	N 76°40'08" W	216.53

SEE SHEET 15 FOR AREA DATA

NOTE:
 ALL UTILITIES AND ROADS MUST BE BUILT
 (1) DENOTES COORDINATE POINT NUMBER
 • INDICATES POINT OF CURVATURE



T I E N K E N R O A D (60' WIDE - PUBLIC)

T I E N K E N R O A D (60' WIDE - PUBLIC)

UNPLATTED

5	4	3	2	1
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"HITCHMAN'S SQUIRREL ROAD ESTATES"
 LIBER 67, PAGE 5, OAKLAND COUNTY RECORDS

HERITAGE IN THE HILLS
 PROPOSED DATED JAN 4, 1999

SITE PLAN
 (SHEET 3 OF 8)

BASIS OF COORDINATES:
SOUTH 1/4 CORNER
OF SECTION 1
NORTH = 5000.0000
EAST = 5000.0000

PT. NO.	NORTH	EAST
40	N 5704.0088	E 6887.3126
113	N 5535.8912	E 6887.6360
114	N 5634.5176	E 6946.1941
115	N 5733.1095	E 7064.9816
130	N 5528.2113	E 7150.0331
131	N 5422.8355	E 7082.6744

ALL PRIVATE ROADWAYS SERVING THE COMMUNITY INCLUDING THE CASHEMONT AREAS AND LOTS ARE SUBJECT TO ANY CASHEMONT FOR PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO CASHEMONT TO THE CITY OF ALABAMA HILLS. FINAL LOCATION OF ALL SUCH PUBLIC UTILITY CASHEMONT SHALL BE DETERMINED BY THE CITY OF ALABAMA HILLS.

CURVE	ARC	RADIUS	DELTA	CHD BEARING	CHORD
C26	17.69	260.00	03°53'54"	N 32°33'45" E	17.69
C27	47.96	260.00	10°34'10"	N 39°47'47" E	47.99
C28	47.96	260.00	10°34'10"	N 50°21'57" E	47.99
C29	47.96	260.00	10°34'10"	N 60°56'07" E	47.99
C31	41.59	200.00	11°54'54"	N 36°34'15" E	41.52
C32	92.12	200.00	26°23'22"	N 55°43'23" E	91.30

SEE SHEET 15 FOR AREA DATA

NOTE:

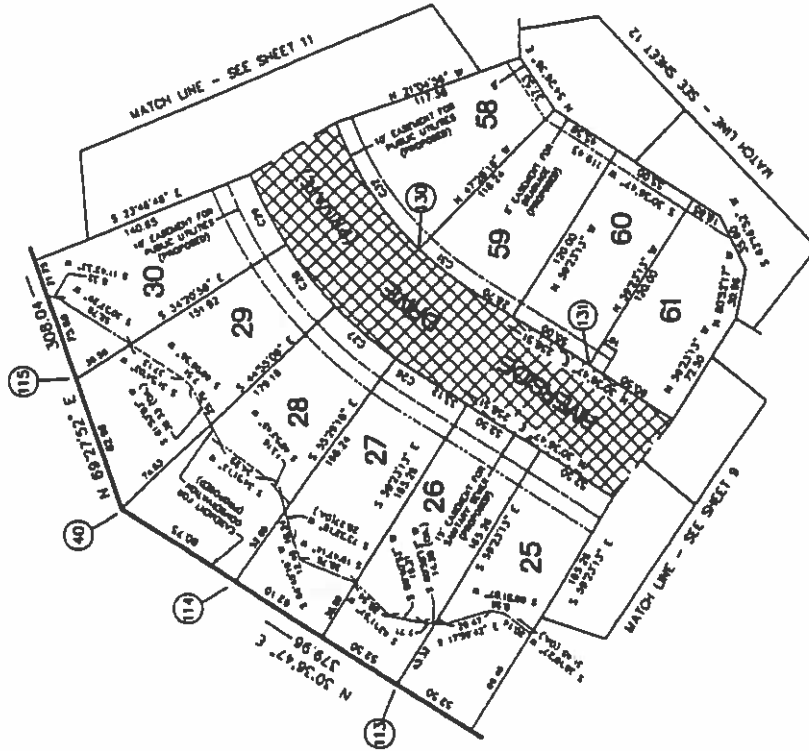
ALL UTILITIES AND ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER

• INDICATES POINT OF CURVATURE

▨ LIMITED COMMON ELEMENT

▩ GENERAL COMMON ELEMENT



HERITAGE IN THE HILLS
PROPOSED DATED JAN. 4, 1999

SITE PLAN
(SHEET 4 OF 8)

SENDER, HEAST & ASSOCIATES, INC.
1000 EAST BIRMINGHAM HIGHWAY, SUITE 100, BIRMINGHAM, AL 35202
PHONE: 205-988-1111
FAX: 205-988-1112



BASIS OF COORDINATES.
SOUTH 1/4 CORNER
OF SECTION 1
NORTH = 5000.0000
EAST = 5000.0000

PT. NO.	NORTH	EAST
31	N 5872.9858 E	7501.2453
51	N 5812.0672 E	7225.7801
52	N 5825.6593 E	7289.0465
53	N 5922.0126 E	7217.5201
54	N 5956.8490 E	7264.4483
55	N 5958.0957 E	7381.3317
116	N 5721.8899 E	7302.2387
117	N 5837.4792 E	7324.1698
118	N 5796.6774 E	7381.6565
119	N 5696.5377 E	7387.9902
120	N 5596.6201 E	7392.2480
121	N 5476.7025 E	7396.5057
129	N 5472.7820 E	7336.6126

ALL PRIVATE ROADWAYS SERVING THE CONDOMINIUM INCLUDING THE EASEMENT AREAS AND FACILITIES ARE SUBJECT TO EASEMENTS BUT NOT LIMITED TO EASEMENTS FOR SANITARY SEWER AND WATER MAIN TO THE CITY OF AUBURN HILLS. THE UTILITY EASEMENTS SHALL BE DETERMINED BY THE CITY OF AUBURN HILLS.

CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHD. BEARING	CHORD
C30	97.84	260.00	21°33'42"	N 77°00'03" E	97.27
C33	65.85	200.00	18°51'51"	N 78°20'59" E	65.55
C34	48.15	42.00	65°41'03"	S 35°03'38" E	45.56
C35	34.42	60.00	32°31'55"	N 51°28'12" W	33.95
C36	73.55	60.00	70°14'08"	N 00°04'50" E	69.03
C37	19.07	60.00	18°12'50"	N 44°18'19" E	18.99
C38	37.67	60.00	35°38'36"	N 71°24'02" E	37.06
C39	37.67	60.00	35°38'36"	S 72°37'22" E	37.06
C40	17.22	60.00	16°26'22"	S 36°38'46" E	17.16
C41	17.22	60.00	16°26'22"	S 10°26'17" E	17.16

SEE SHEET 15 FOR AREA DATA

NOTE:

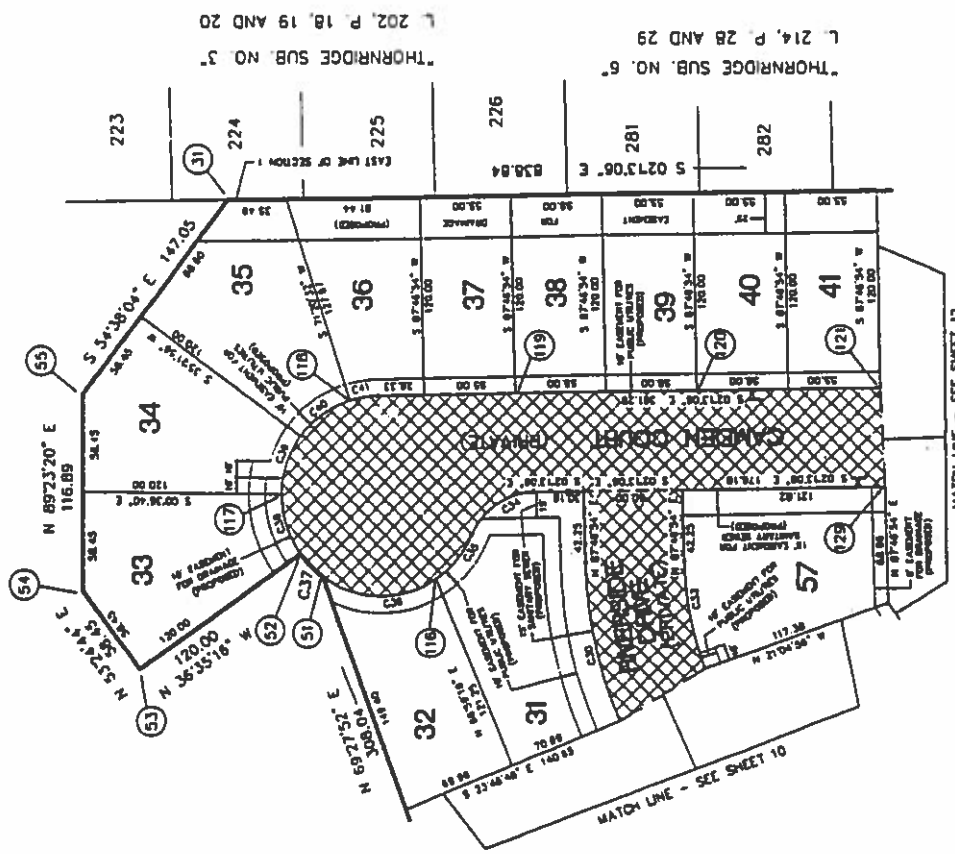
ALL UTILITIES AND ROADS MUST BE BUILT

① DENOTES COORDINATE POINT NUMBER.

• INDICATES POINT OF CURVATURE.

▨ LIMITED COMMON ELEMENT.

▩ GENERAL COMMON ELEMENT.



THORNRIDGE SUB NO. 37
L. 202, P. 18, 19 AND 20

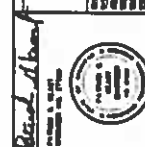
THORNRIDGE SUB. NO. 67
L. 214, P. 28 AND 29

MATCH LINE - SEE SHEET 12

MATCH LINE - SEE SHEET 10

HERITAGE IN THE HILLS
PROPOSED DATED JAN 4, 1999

SITE PLAN
(SHEET 5 OF 8)



BASIS OF COORDINATES
SOUTH 1/4 CORNER
OF SECTION 1
NORTH = 5000.0000
EAST = 5000.0000

PT. NO.	NORTH	EAST	EAST
4	N 4974.7476 E	7536.0394	E 7392.4367
32	N 5034.7737 E	7533.7143	E 7314.9107
33	N 5038.2098 E	7188.6354	E 7189.7859
121	N 5476.7025 E	7396.5057	E 7153.6510
122	N 5367.2863 E	7395.6208	E 7306.6757
123	N 5281.8364 E	7386.0404	E 7316.6126

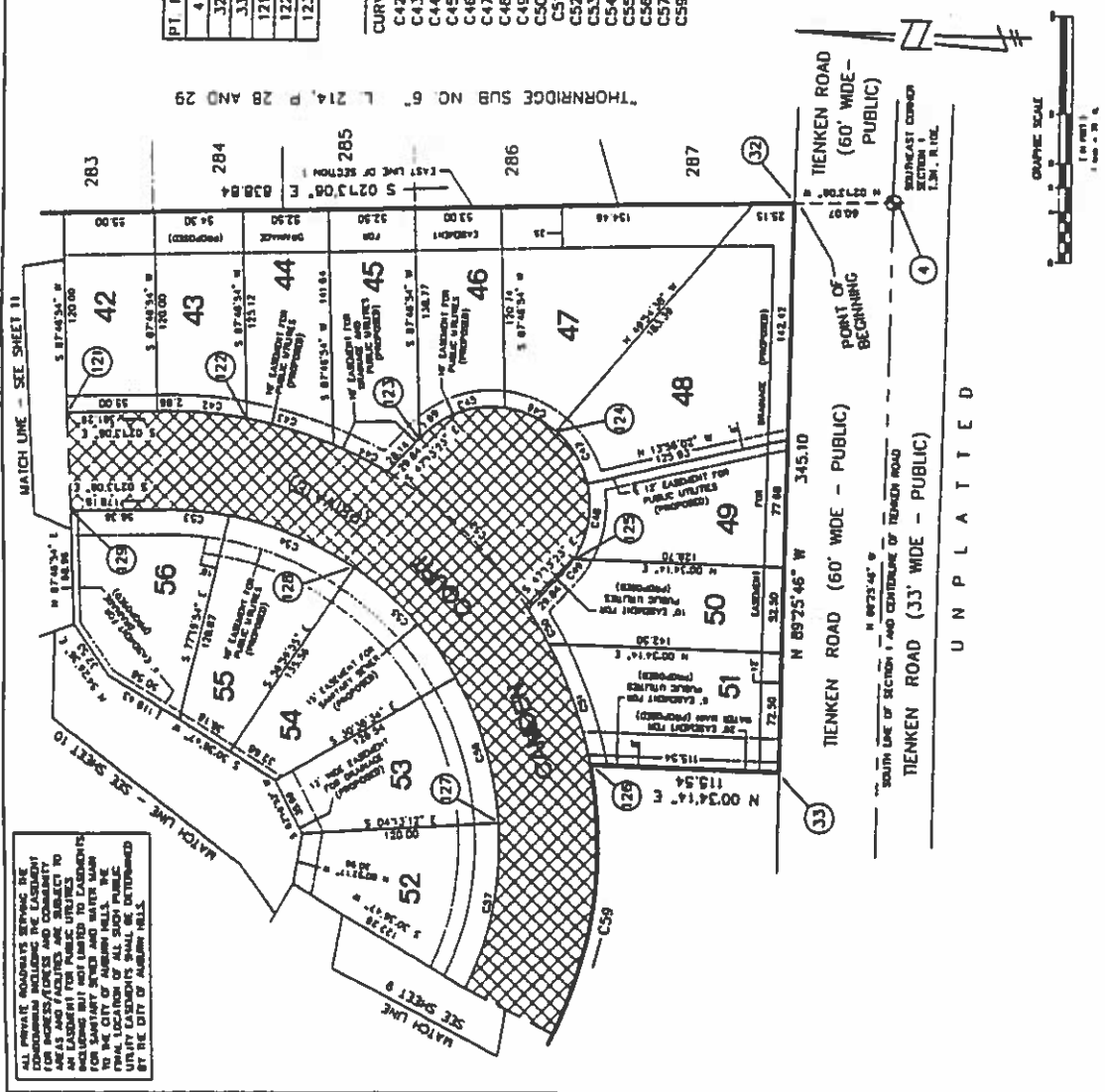
CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHD BEARING	CHORD
C42	51.68	260.00	112°19'	N 03°28'34" E	51.60
C43	55.14	260.00	120°04'	N 15°14'46" E	55.04
C44	36.82	260.00	08°06'47"	S 25°22'41" W	36.73
C45	58.54	60.00	53°59'31"	S 20°13'37" E	54.47
C46	34.89	60.00	33°19'11"	N 23°25'45" E	34.40
C47	37.67	60.00	35°58'38"	S 58°04'40" W	37.06
C48	47.90	60.00	45°44'27"	N 81°03'49" W	46.64
C49	11.49	60.00	10°58'12"	N 52°42'29" W	11.47
C50	24.93	260.00	05°29'40"	N 58°52'00" E	24.92
C51	102.57	260.00	22°36'14"	N 67°25'17" E	101.91
C52	121.09	260.00	26°41'05"	S 47°46'37" W	120.00
C53	39.93	200.00	11°26'23"	N 03°30'06" E	39.87
C54	83.01	200.00	23°46'47"	N 21°06'41" E	82.41
C55	92.12	200.00	26°23'22"	N 46°11'45" E	91.30
C56	92.12	200.00	26°23'22"	S 72°35'07" W	91.30
C57	104.68	200.00	29°59'23"	S 79°13'30" E	103.49
C58	223.33	260.00	49°12'55"	N 76°40'08" W	216.53

SEE SHEET 15 FOR AREA DATA

NOTE:

- ALL UTILITIES AND ROADS MUST BE BUILT.
- (1) DENOTES COORDINATE POINT NUMBER.
- (2) INDICATES POINT OF CURVATURE.
- (3) LIMITED COMMON ELEMENT.
- (4) GENERAL COMMON ELEMENT.



ALL PRIVATE ROADS ARE SERVING THE
CONDOMINIUM FACILITIES AND COMMONITY
AREAS AND FACILITIES ARE SUBJECT TO
AN EASEMENT FOR PUBLIC UTILITIES
AND SERVICES TO BE PROVIDED BY THE
CITY OF AUBURN HILLS AND WATER MAIN
TO BE LOCATED IN THE CITY OF AUBURN HILLS.
FINAL LOCATION OF ALL SUCH PUBLIC
UTILITY LINES SHALL BE DETERMINED
BY THE CITY OF AUBURN HILLS.

UNPLATTED

HERITAGE IN THE HILLS
PROPOSED DATED JAN 4, 1999

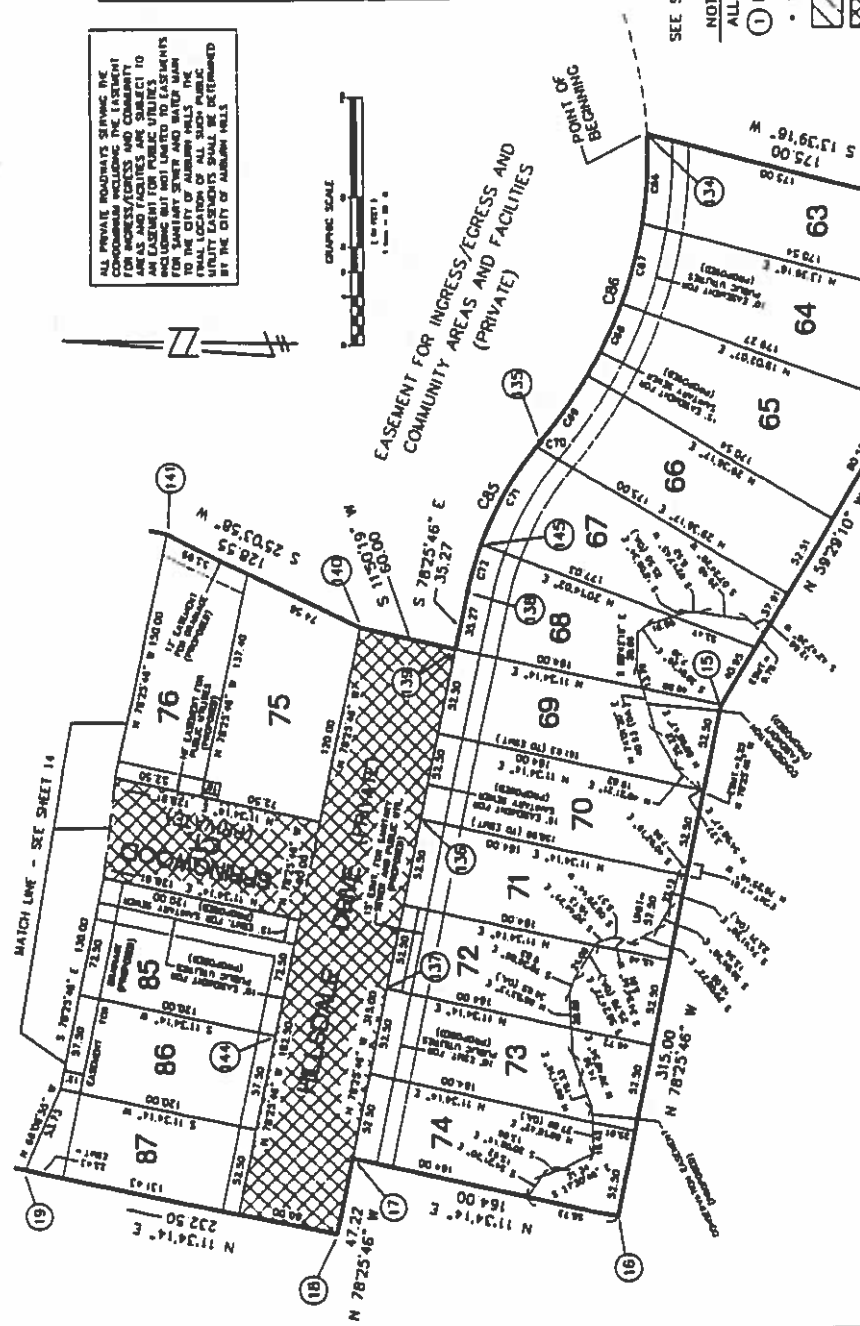
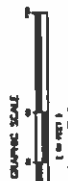
SITE PLAN
(SHEET 6 OF 8)

SEBER, HEASER &
ASSOCIATES, INC.
PLANNERS, ENGINEERS, ARCHITECTS
10000 RIVERCHASE DRIVE, SUITE 100
DUBLIN, OHIO 43017
TEL: (614) 885-1100
FAX: (614) 885-1101
WWW.SH&A.COM

BASIS OF COORDINATES
SOUTH 1/4 CORNER
OF SECTION 1
NORTH = 5000.0000
EAST = 5000.0000

PT NO	NORTH	EAST
14	N 6044.1220	E 5945.0302
15	N 6151.7395	E 5762.4323
16	N 6214.9202	E 5453.0335
17	N 6375.5875	E 5486.7276
18	N 6385.0584	E 5440.4680
19	N 6572.5969	E 5478.8635
59	N 6029.9064	E 6064.5179
134	N 6199.9605	E 6105.8290
135	N 6281.5582	E 5919.5631
136	N 6333.4670	E 5892.4601
137	N 6354.5273	E 5879.8829
138	N 6305.3319	E 5879.8829
139	N 6312.4068	E 5795.3264
140	N 6371.1312	E 5807.6360
141	N 6487.5738	E 5862.0980
144	N 6421.7760	E 5560.2671
145	N 6297.0539	E 5858.9389

ALL PRIVATE ROADS/SERVICERS SERVING THE COMMUNITY ARE SUBJECT TO EASEMENT AREAS AND FACILITIES ARE SUBJECT TO AN EASEMENT FOR PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO EASEMENTS TO THE CITY OF ALABAMA WELLS. THE EXACT LOCATION OF ALL SUCH PUBLIC UTILITY LOCATIONS SHALL BE DETERMINED BY THE CITY OF ALABAMA WELLS.



SEE SHEET 15 FOR AREA DATA

NOTE:
ALL UTILITIES AND ROADS MUST BE RUIT
① DENOTES COORDINATE POINT NUMBER
• INDICATES POINT OF CURVATURE
▨ LIMITED COMMON ELEMENT
▩ GENERAL COMMON ELEMENT

CURVE	ARC	RADIUS	DELTA	CHD. BEARING	CHORD
C66	53.69	260.00	11°49'54"	N 87°57'02" W	53.60
C67	50.23	260.00	11°04'12"	N 76°29'59" W	50.16
C68	47.96	260.00	10°34'10"	N 65°40'48" W	47.89
C69	49.28	260.00	10°51'35"	N 54°37'56" W	49.21
C70	3.57	200.00	01°01'25"	S 50°02'51" E	3.57
C71	67.04	200.00	19°12'25"	S 60°09'46" E	66.73
C72	30.24	200.00	08°39'48"	S 74°05'52" E	30.21
C85	100.86	200.00	28°33'38"	S 63°58'57" E	99.79
C86	201.17	260.00	44°19'51"	S 71°42'04" E	196.19

HERITAGE IN THE WELLS
PROPOSED DATED JAN 4, 1999

SITE PLAN
(SHEET 7 OF 8)

SEARCHED INDEXED
SERIALIZED FILED
ASSOCIATES, P.C.



BASIS OF COORDINATES:
SOUTH 1/4 CORNER
OF SECTION 1
NORTH = 5000.0000
EAST = 5000.0000

PT. NO.	NORTH	EAST
20	N 6612.8337	E 5487.1014
21	N 6695.5227	E 5532.1567
22	N 6748.8098	E 5570.4287
23	N 6780.7492	E 5670.8795
24	N 6777.9339	E 5736.1515
25	N 6742.2217	E 5848.9321
141	N 8487.3738	E 5862.0980
142	N 8625.7246	E 5890.3822

ALL PRIVATE ROWWAYS SERVING THE COMMONS INCLUDING THE EASEMENT FOR INGRESS/EGRESS AND COMMUNITY AREAS AND FACILITIES SHALL BE LIMITED TO EASEMENTS FOR SANITARY SEWER AND WATER MAIN. THE LOCATION OF ALL SUCH PUBLIC UTILITY EASEMENTS SHALL BE DETERMINED BY THE CITY OF ALABAMA HILLS.

CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHD. BEARING	CHORD
C75	33.06	42.00	4505°57'	N 34°07'12" E	32.21
C76	22.91	60.00	21°32'29"	N 45°43'56" E	22.77
C77	45.07	60.00	43°02'21"	N 13°16'31" E	44.02
C78	37.67	60.00	35°58'36"	S 26°13'57" E	37.06
C79	38.70	60.00	36°57'25"	S 62°41'59" E	38.03
C80	36.93	60.00	35°16'09"	S 81°11'15" W	36.35
C81	39.00	60.00	37°4'47"	N 44°55'47" E	38.32
C82	45.31	60.00	43°16'09"	N 04°40'19" E	44.74
C83	17.35	60.00	16°33'58"	N 25°14'44" W	17.29
C84	33.06	42.00	4505°57'	S 10°56'45" E	32.21

SEE SHEET 15 FOR AREA DATA

NOTE:

ALL UTILITIES AND ROADS MUST BE BUILT.

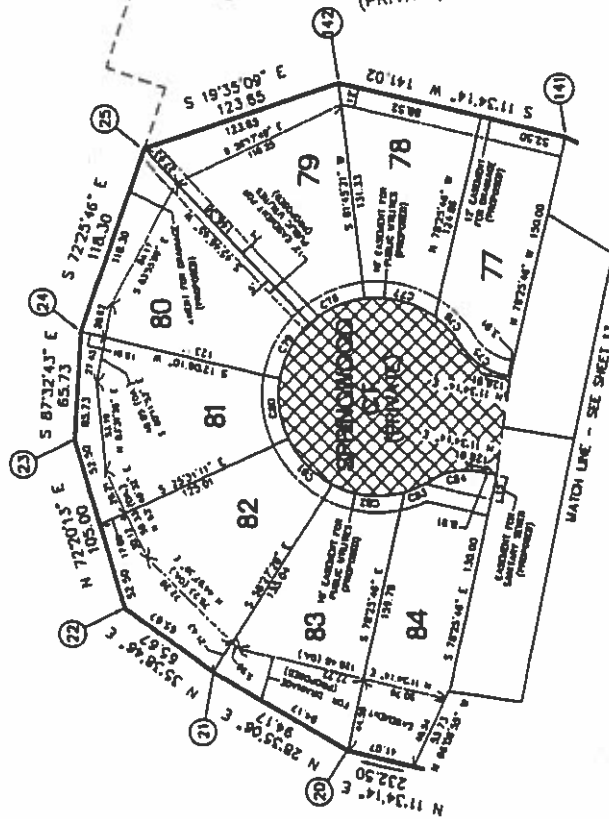
① DENOTES CURVATURE POINT NUMBER.

• INDICATES POINT OF CURVATURE.

▨ LIMITED COMMON ELEMENT.

▩ GENERAL COMMON ELEMENT.

EASEMENT FOR INGRESS/EGRESS AND COMMUNITY AREAS AND FACILITIES (PRIVATE)



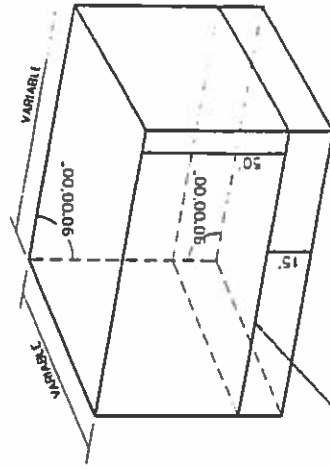
HERITAGE IN THE HILLS
PROPOSED DATED JAN. 4, 1989

SITE PLAN
(SHEET 8 OF 8)



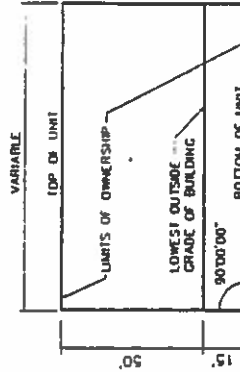
UNIT AREA TABLE

UNIT NO.	UNIT AREA (SQ.FT.)	UNIT NO.	UNIT AREA (SQ.FT.)
1	11,173	44	6,949
2	8,585	45	7,836
3	8,981	46	6,616
4	8,625	47	12,289
5	7,485	48	13,951
6	8,663	49	7,558
7	11,936	50	7,586
8	8,643	51	9,205
9	10,236	52	8,231
10	9,708	53	7,906
11	10,403	54	8,160
12	9,709	55	7,906
13	12,281	56	8,707
14	9,410	57	10,687
15	9,410	58	7,710
16	9,585	59	6,928
17	8,894	60	6,600
18	13,270	61	6,801
19	8,610	62	8,792
20	8,610	63	9,021
21	8,718	64	10,144
22	8,647	65	11,110
23	8,676	66	9,024
24	8,676	67	9,266
25	8,676	68	8,981
26	8,676	69	8,610
27	9,335	70	8,610
28	10,933	71	8,610
29	10,357	72	8,610
30	8,801	73	8,610
31	11,434	74	8,610
32	8,555	75	9,331
33	9,390	76	7,544
34	9,390	77	7,391
35	10,038	78	8,091
36	7,863	79	10,468
37	6,600	80	9,611
38	6,600	81	9,493
39	6,600	82	10,313
40	6,600	83	9,733
41	6,600	84	8,917
42	6,600	85	8,700
43	6,603	86	6,900
		87	6,600



LOWEST OUTSIDE GRADE OF BUILDING (PER MASTER GRADING PLAN OF APPROVED ENGINEERING PLANS)

TYPICAL UNIT VOLUME



NOTE THE TOP AND BOTTOM LIMITS OF OWNERSHIP ARE PARALLEL TO EACH OTHER AND ARE PERPENDICULAR TO THE VERTICAL LIMITS

TYPICAL UNIT CROSS SECTION

PROPOSED DATED
JUN 4, 1989

HERITAGE IN THE HILLS
RESORTS

AREA AND
VOLUME DATA



UNIT NO.	UNIT AREA (SQ.FT.)	UNIT NO.	UNIT AREA (SQ.FT.)
88	13,948	114	6,600
89	8,073	115	6,600
90	8,654	116	6,600
91	8,610	117	6,600
92	8,610	118	6,997
93	8,610	119	7,789
94	8,610	120	7,915
95	8,610	121	10,170
96	8,610	122	10,280
97	8,610	123	6,602
98	9,248	124	6,600
99	10,827	125	6,621
100	10,686	126	7,451
101	9,998	127	7,662
102	9,669	128	7,915
103	9,669	129	10,282
104	9,760	130	11,520
105	9,946	131	9,591
106	9,218	132	8,156
107	8,610	133	6,642
108	9,830	134	9,207
109	10,035	135	10,008
110	9,191	136	9,977
111	8,711	137	8,117
112	7,806	138	6,601
113	6,601	139	8,700

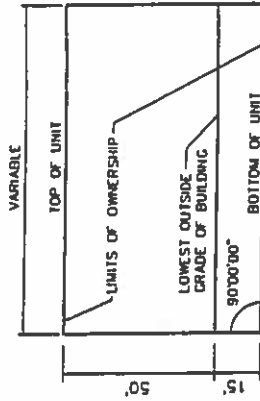
UNIT AREA TABLE

UNIT NO.	UNIT AREA (SQ.FT.)	UNIT NO.	UNIT AREA (SQ.FT.)
140	9,810	157	11,526
141	6,604	158	10,966
142	6,600	159	11,078
143	6,600	160	10,804
144	8,929	161	10,643
145	10,449	162	8,740
146	10,509	163	8,662
147	9,768	164	9,857
148	8,156	165	8,577
149	9,902	166	11,303
150	9,764	167	7,754
151	9,738	168	7,671
152	9,738	169	8,083
153	9,737	170	8,895
154	10,118	171	8,634
155	10,102	172	10,386
156	8,763		

UNIT NO.	UNIT AREA (SQ.FT.)	UNIT NO.	UNIT AREA (SQ.FT.)
173	8,610	201	8,610
174	8,610	202	8,610
175	8,610	203	8,610
176	8,610	204	8,610
177	8,610	205	8,610
178	8,610	206	8,650
179	8,610	207	6,773
180	8,309	208	6,843
181	11,312	209	6,655
182	9,753	210	10,347
183	9,390	211	10,327
184	9,390	212	10,082
185	9,390	213	8,726
186	9,390	214	10,446
187	10,606	215	8,314
188	9,378	216	10,770
189	9,951	217	7,763
190	9,809	218	7,789
191	9,130	219	7,938
192	8,091	220	7,938
193	6,895	221	7,991
194	7,549	222	7,919
195	6,850	223	6,602
196	11,287	224	6,602
197	14,423	225	6,602
198	9,601	226	8,513
199	9,249	227	10,589
200	8,694	228	8,190

UNIT NO.	UNIT AREA (SQ.FT.)	UNIT NO.	UNIT AREA (SQ.FT.)
229	8,665	247	10,039
230	8,662	248	10,027
231	8,662	249	9,421
232	8,662	250	8,577
233	8,662	251	10,035
234	8,662	252	9,017
235	8,663	253	8,634
236	8,717	254	9,593
237	10,032	255	9,217
238	9,546	256	8,761
239	9,885	257	9,358
240	10,119	258	7,106
241	8,610	259	6,651
242	8,610	260	6,602
243	8,610	261	6,602
244	8,610	262	6,602
245	8,610	263	6,602
246	9,406	264	8,557

TYPICAL UNIT CROSS SECTION



NOTE: THE TOP AND BOTTOM LIMITS OF OWNERSHIP ARE PARALLEL TO EACH OTHER AND ARE PERPENDICULAR TO THE VERTICAL LIMITS.

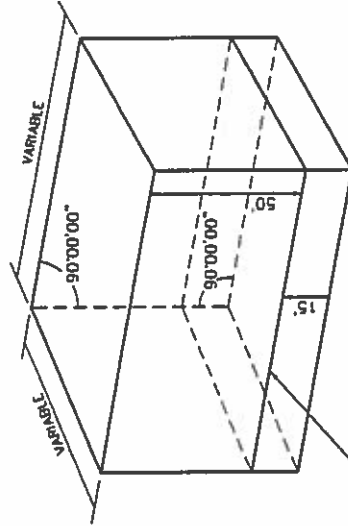
PROPOSED DATED MARCH 17, 2000

HERITAGE IN THE HILLS

AREA AND VOLUME DATA (SHEET 2 OF 2)

SENSE, HEAST & ASSOCIATES, INC.

134



TYPICAL UNIT VOLUME

BASIS OF CONVEYANCE
SOUTH 1/4 CORNER
NORTH - SOUTHERN
EAST - SERRANO

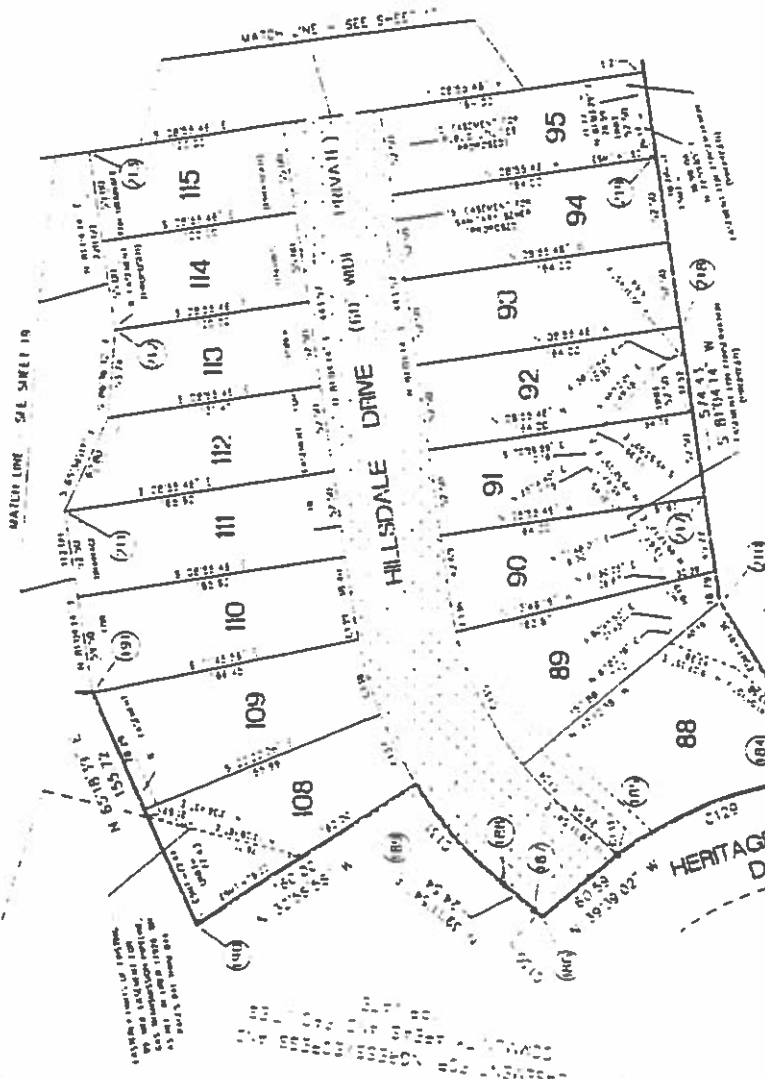
LOT NO	AREA	AREA
101	N 6153.4100	6,153.4100
104	N 6280.8700	6,280.8700
105	N 6177.5417	6,177.5417
107	N 6331.9674	6,331.9674
108	N 6351.2804	6,351.2804
109	N 6407.8433	6,407.8433
100	N 6540.1074	6,540.1074
103	N 6607.3106	6,607.3106
200	N 6709.8333	6,709.8333
211	N 6622.5147	6,622.5147
212	N 6593.4662	6,593.4662
213	N 6600.5463	6,600.5463
217	N 6721.8540	6,721.8540
218	N 6748.3581	6,748.3581
219	N 6762.4510	6,762.4510

ALL LOTS ARE SUBJECT TO THE EASES AND RESTRICTIONS SET FORTH IN THE DEEDS RECORDING IN THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND SHALL BE CONVEYED SUBJECT TO SAID EASES AND RESTRICTIONS. THE GRANTEE HEREBY RELEASES, WAIVES, AND AGREES TO HOLD HARMLESS THE GRANTEE FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THE GRANTEE IN CONNECTION WITH THE CONVEYANCE OF ANY OF THE LOTS HEREIN DESCRIBED.

LOT 101 TO 219 AREA DATA
3000
ALL LOTS ARE SUBJECT TO THE EASES AND RESTRICTIONS SET FORTH IN THE DEEDS RECORDING IN THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND SHALL BE CONVEYED SUBJECT TO SAID EASES AND RESTRICTIONS.
97
IN THE CITY OF LOS ANGELES

PREPARED BY [Logo]
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 12345
EXPIRES 12/31/2024

DATE [Date]
PROJECT [Project Name]
SCALE [Scale]
PROJECTED DATE [Date]



LOT NO	AREA	AREA
88	5,814.14	5,814.14
89	5,814.14	5,814.14
90	5,814.14	5,814.14
91	5,814.14	5,814.14
92	5,814.14	5,814.14
93	5,814.14	5,814.14
94	5,814.14	5,814.14
95	5,814.14	5,814.14
108	5,814.14	5,814.14
109	5,814.14	5,814.14
110	5,814.14	5,814.14
111	5,814.14	5,814.14
112	5,814.14	5,814.14
113	5,814.14	5,814.14
114	5,814.14	5,814.14
115	5,814.14	5,814.14

POINT OF BEGINNING
 BEARING: S 89° 51' 24" W
 DISTANCE: 119.12 FEET
 TO THE CENTER OF THE CURVE
 BEARING: S 89° 51' 24" W
 DISTANCE: 119.12 FEET
 TO THE CENTER OF THE CURVE

gas line

BASIS OF CURVATURE
 SOUTH 1/4 CORNER
 OF SECTION 1
 NORTH SURVEY
 EAST - 4000000

LOT NO.	EPCOR	I.A. I
207	N 6537 5896 E	2209 6415
208	N 6413 2927 E	2171 5810
209	N 6303 9960 E	2081 5644
210	N 6203 5005 E	2003 4976
211	N 6127 6144 E	1917 4644
212	N 6057 8191 E	1808 5031
220	N 6278 7500 E	1808 4594
221	N 6296 5055 E	1921 4570

ALL CURVES IN THIS PLAN ARE BASED ON THE CURVATURE METHOD OF ADJUSTMENT. THE CURVATURE METHOD IS A METHOD OF ADJUSTMENT WHICH ASSUMES THAT THE CURVATURE OF THE EARTH IS CONSTANT OVER THE ENTIRE AREA OF THE SURVEY. THIS METHOD IS APPLIED TO ALL CURVES IN THIS PLAN.

SEE SHEET FOR THE DATA

NOT
 ALL CURVES AND POINTS ARE SHOWN

(1) CURVES, CURVATURE METHOD

97 IN THIS SHEET

• BOUNDARY POINTS OF ADJACENT

• BOUNDARY POINTS OF THIS

• GENERAL CURVATURE POINTS

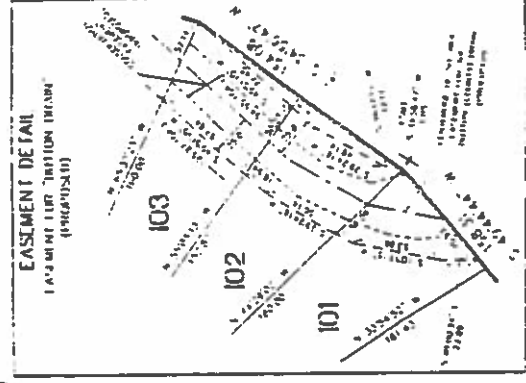
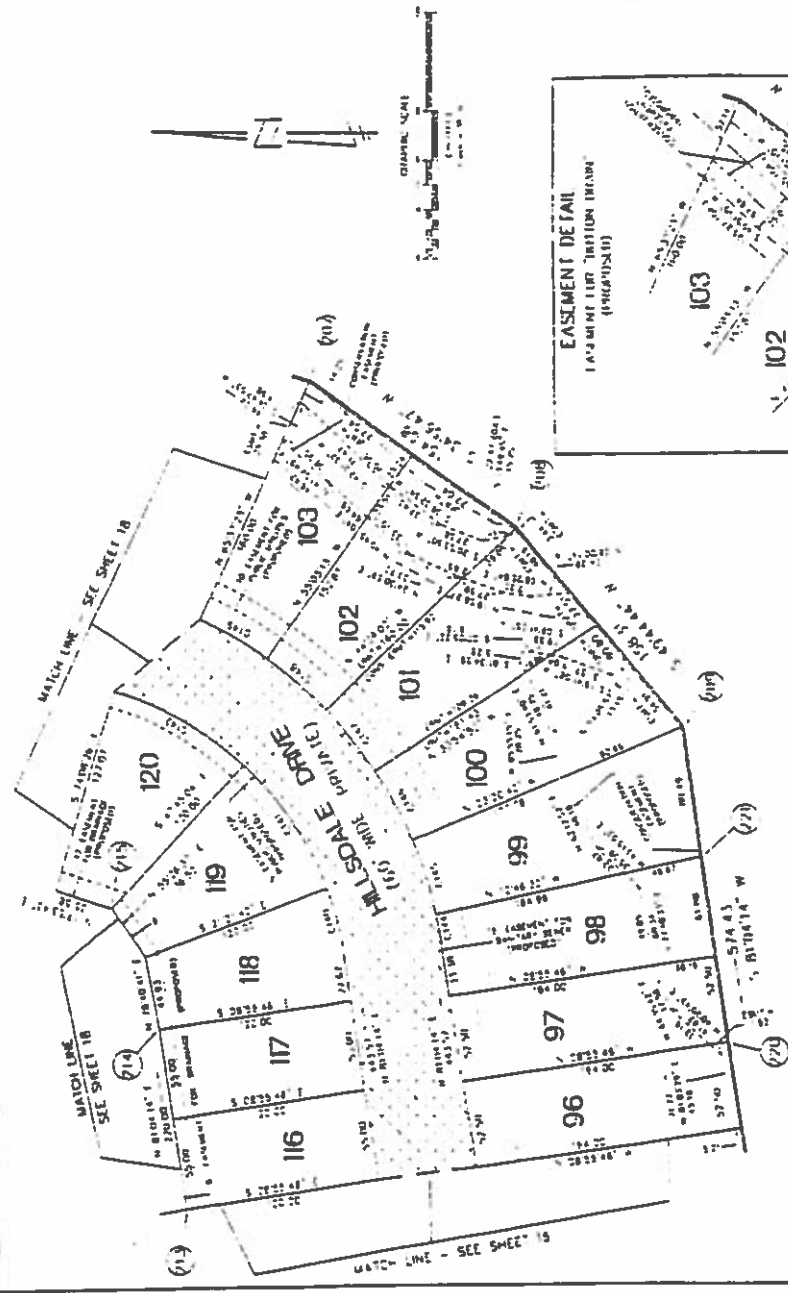


DATE OF THIS PLAN
 1988

SURVEY PLAN

SECTION 1

ALBERTA ENGINEERS ASSOCIATION



CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHORD	CURVE	CHORD BEARING	CHORD
C140	43.40	200.00	127.536°	43.31	C141	S 74°51'16" W	43.31
C141	92.12	200.00	262.372°	91.30	C142	S 55°26'37" W	91.30
C142	92.12	200.00	262.372°	91.30	C143	N 29°33'17" E	91.30
C143	17.45	260.00	03°40'46"	17.45	C144	N 79°08'51" E	17.45
C144	47.96	260.00	10°34'10"	47.89	C145	N 71°56'23" E	47.89
C145	47.96	260.00	10°34'10"	47.89	C146	N 61°27'13" E	47.89
C146	47.96	260.00	10°34'10"	47.89	C147	N 50°48'03" E	47.89
C147	47.96	260.00	10°34'10"	47.89	C148	N 40°13'52" E	47.89
C148	47.96	260.00	10°34'10"	47.89	C149	N 29°19'47" E	47.89
C149	47.96	260.00	10°34'10"	47.89			

BASIS OF COURSEMENT:
 SOUTH 1/4 CORNER
 OF SECTION 1
 NORTH - 5000 FEET
 EAST - 5000 FEET

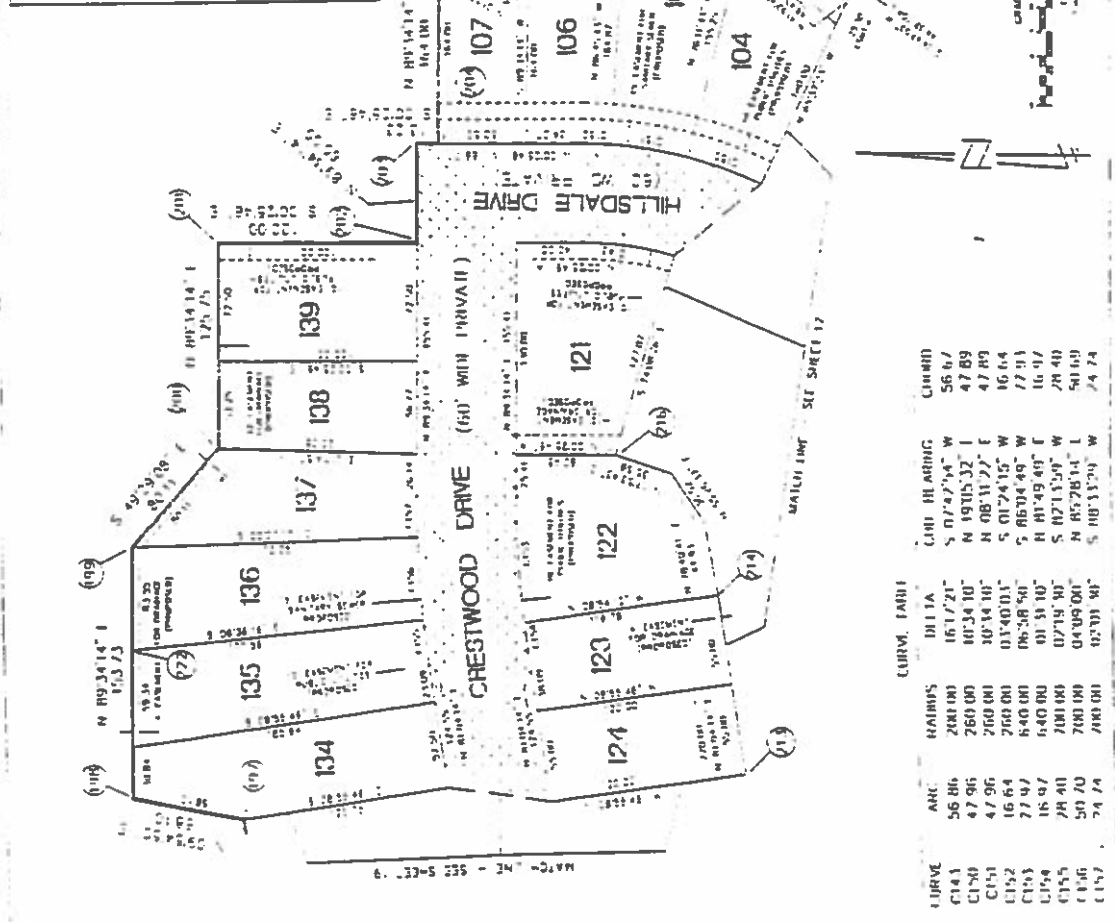
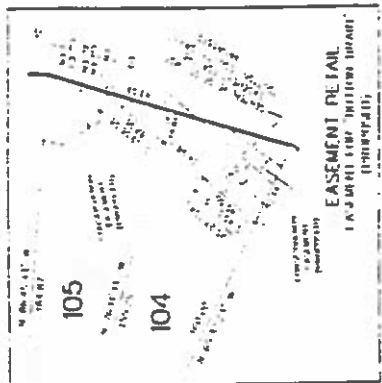
FILE NO.	ACRES	DATE
197	6015.000	6/6/75 11/76
198	6042.483	6/6/75 11/76
199	6043.533	6/6/75 11/76
200	6043.498	6/6/75 11/76
201	6042.432	6/6/75 11/76
202	6042.436	6/6/75 11/76
203	6042.436	6/6/75 11/76
204	6042.436	6/6/75 11/76
205	6042.436	6/6/75 11/76
206	6042.436	6/6/75 11/76
207	6042.436	6/6/75 11/76
208	6042.436	6/6/75 11/76
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211	6042.436	6/6/75 11/76
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213	6042.436	6/6/75 11/76
214	6042.436	6/6/75 11/76
215	6042.436	6/6/75 11/76
216	6042.436	6/6/75 11/76
217	6042.436	6/6/75 11/76
218	6042.436	6/6/75 11/76
219	6042.436	6/6/75 11/76
220	6042.436	6/6/75 11/76

ALL RIGHTS RESERVED. ALL RIGHTS ARE RESERVED BY THE STATE OF TEXAS. THIS PLAN IS VOID WITHOUT THE SIGNATURE OF THE ENGINEER. THE ENGINEER'S SIGNATURE IS REQUIRED FOR THIS PLAN TO BE VALID. THE ENGINEER'S SIGNATURE IS REQUIRED FOR THIS PLAN TO BE VALID. THE ENGINEER'S SIGNATURE IS REQUIRED FOR THIS PLAN TO BE VALID.

SEE SHEET FOR THE AREA THEREAFTER
 THIS PLAN IS VOID WITHOUT THE SIGNATURE OF THE ENGINEER
 (1) THE ENGINEER'S SIGNATURE IS REQUIRED FOR THIS PLAN TO BE VALID
 (2) THE ENGINEER'S SIGNATURE IS REQUIRED FOR THIS PLAN TO BE VALID
 (3) THE ENGINEER'S SIGNATURE IS REQUIRED FOR THIS PLAN TO BE VALID

SEE SHEET FOR THE AREA THEREAFTER
 THIS PLAN IS VOID WITHOUT THE SIGNATURE OF THE ENGINEER
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 (2) THE ENGINEER'S SIGNATURE IS REQUIRED FOR THIS PLAN TO BE VALID
 (3) THE ENGINEER'S SIGNATURE IS REQUIRED FOR THIS PLAN TO BE VALID

SEE SHEET FOR THE AREA THEREAFTER
 THIS PLAN IS VOID WITHOUT THE SIGNATURE OF THE ENGINEER
 (1) THE ENGINEER'S SIGNATURE IS REQUIRED FOR THIS PLAN TO BE VALID
 (2) THE ENGINEER'S SIGNATURE IS REQUIRED FOR THIS PLAN TO BE VALID
 (3) THE ENGINEER'S SIGNATURE IS REQUIRED FOR THIS PLAN TO BE VALID



CURVE	ARC	RAIUS	DELTA	CHORD BEARING	CHORD
C141	56.86	260.00	161.721	S 07°22'45" W	56.67
C140	47.96	260.00	167.3410	N 19°15'32" E	47.89
C139	16.64	260.00	107.3410	N 08°11'22" E	47.89
C138	27.47	260.00	013.40031	S 01°24'15" W	16.64
C137	16.47	260.00	08.58540	S 86°04'49" W	77.93
C136	28.40	260.00	013.1010	N 01°49'49" E	16.97
C135	28.40	260.00	027.19301	S 02°13'09" W	28.40
C134	50.70	260.00	044.09001	N 85°28'34" E	50.69
C133	74.74	260.00	027.01361	S 08°53'29" W	74.74

BASIS OF COORDINATE,
 SOUTH 1/4 CORNER
 OF SECTION 1
 NORTH - 5682000.000
 EAST - 5682000.000

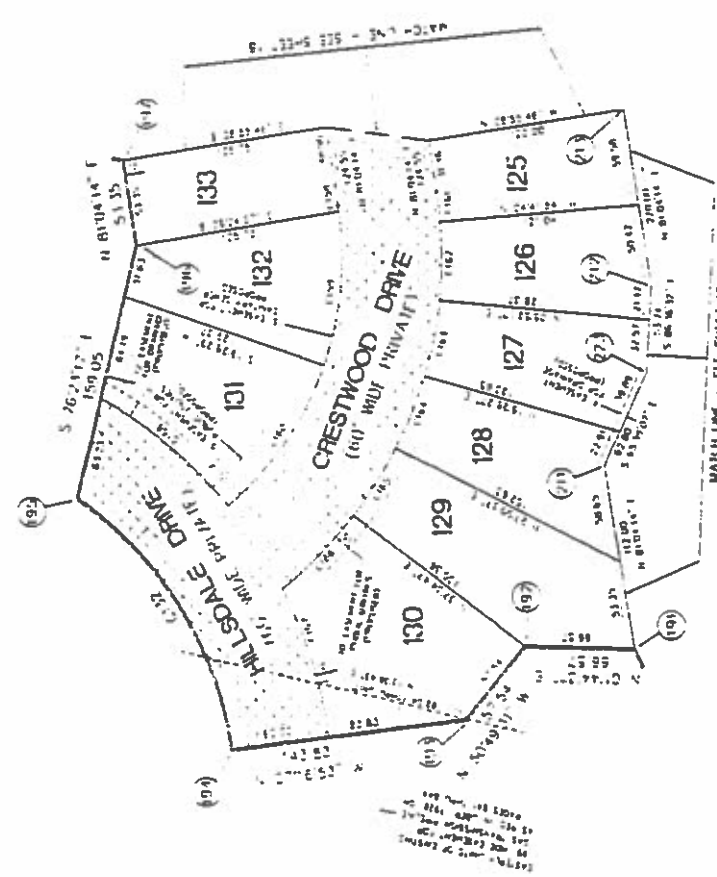
NO.	COORDINATE	EAST	NORTH
101	N 6605 1500	6373.337	5135
102	N 6621 6055	6373.337	5135
103	N 6708 0310	6312.529	5135
104	N 6850 7062	6312.529	5135
105	N 6944 4501	6466.038	5135
106	N 6987 0315	6620.648	5135
107	N 6985 9100	6623.574	5135
108	N 6822 5347	6403.975	5135
109	N 6593 4062	6294.839	5135
110	N 6310 5403	6203.407	5135
111	N 6390 1443	6291.975	5135

ALL EXISTING DIMENSIONS, DISTANCES, AND
 BEARINGS ARE AS SHOWN ON THIS PLAN AND
 ARE TO BE CONSIDERED AS THE BASIS FOR
 THE LOCATION OF ALL UTILITIES TO BE
 LOCATED HEREON. THE LOCATION OF ALL
 UTILITIES SHALL BE AS SHOWN ON THIS PLAN
 UNLESS OTHERWISE SPECIFIED. THE
 LOCATION OF ALL UTILITIES SHALL BE AS
 SHOWN ON THIS PLAN UNLESS OTHERWISE
 SPECIFIED. THE LOCATION OF ALL UTILITIES
 SHALL BE AS SHOWN ON THIS PLAN UNLESS
 OTHERWISE SPECIFIED. THE LOCATION OF ALL
 UTILITIES SHALL BE AS SHOWN ON THIS PLAN
 UNLESS OTHERWISE SPECIFIED. THE LOCATION
 OF ALL UTILITIES SHALL BE AS SHOWN ON
 THIS PLAN UNLESS OTHERWISE SPECIFIED.

SEE SHEET 15A FOR AREA DATA
 FROM
 ALL UTILITIES AND ROAD, MUST BE RUN
 (+) IN THE S, TERRACE, STREET FRONT

97
 STREET FRONT
 • SEE ALL UTILITIES ON SHEET 15A
 • SEE ALL UTILITIES ON SHEET 15B
 • SEE ALL UTILITIES ON SHEET 15C
 • SEE ALL UTILITIES ON SHEET 15D

SHEET 15A
 SHEET 15B
 SHEET 15C
 SHEET 15D



CHURN TABLE

CHURN	ARC	RADIUS	DELTA	CHORD	CHORD BEARING	CHORD
C112	185.30	220.00	4815.32"	174.87	S 58°35'21" W	174.87
C158	5.32	200.00	0057.06"	5.32	S 81°32'47" W	5.32
C159	95.83	200.00	2777.10"	94.91	N 84°15'06" W	94.91
C160	105.75	200.00	3079.10"	104.04	N 55°26'56" W	104.04
C161	19.20	260.00	0413.43"	19.20	S 83°11'01" W	19.20
C162	47.96	260.00	1034.10"	47.89	S 80°24'40" E	47.89
C163	47.96	260.00	1034.10"	47.89	N 78°40'38" W	47.89
C164	47.96	260.00	1034.10"	47.89	N 68°16'28" W	47.89
C165	47.96	260.00	1034.10"	47.89	N 57°42'18" W	47.89
C166	62.57	260.00	1374.15"	62.41	N 45°31'36" W	62.41
C167	94.76	260.00	1923.24"	94.51	N 73°01'25" E	94.51
C168	103.09	260.00	2105.44"	102.71	S 40°33'53" W	102.71

gas line

BASIS OF COORDINATES:
 SOUTH 1/4 CORNER
 OF SECTION 1
 NORTH = 5000.0000
 EAST = 5000.0000



PT. NO.	NORTH	EAST	PT. NO.	NORTH	EAST
5	N 4990.4844	E 5955.6270	166	N 5510.0243	E 5729.6815
6	N 5049.5256	E 6052.2197	167	N 5486.9929	E 5814.1680
7	N 5050.4814	E 5956.2244	168	N 5453.4294	E 5918.5415
8	N 5081.8649	E 5953.9311	169	N 5391.4768	E 5915.9395
9	N 5180.0470	E 5938.5044	170	N 5437.0977	E 5780.8441
10	N 5240.8102	E 5939.0797	171	N 5451.7082	E 5758.8315
11	N 5364.2432	E 5919.6855	172	N 5239.5469	E 5617.0760
146	N 5053.2818	E 5624.7828	173	N 5233.3968	E 5684.1975
147	N 5174.9304	E 5638.0426	174	N 5232.2643	E 5778.0766
148	N 5192.7788	E 5567.8030	175	N 5354.8094	E 5779.2979
149	N 5115.4241	E 5516.1397	176	N 5051.8871	E 5815.0571
150	N 5055.1542	E 5486.9527	177	N 5052.9824	E 5705.0627

CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C87	67.85	800.00	04°51'34"	N 84°12'59" E	67.85
C88	54.79	800.00	03°55'27"	N 88°16'30" E	54.79
C89	25.76	260.00	05°40'33"	N 86°35'30" W	25.76
C90	92.46	740.00	07°09'33"	S 84°39'00" W	92.46
C91	30.23	740.00	02°20'27"	N 89°24'00" E	30.23
C119	72.71	260.00	16°01'22"	N 75°44'33" W	72.71
C124	110.86	260.00	31°45'33"	S 72°08'30" E	110.86
C125	60.13	260.00	13°15'06"	S 07°17'40" W	60.13
C126	143.79	260.00	31°41'11"	N 72°06'19" W	143.79
C127	47.78	200.00	13°41'12"	S 82°35'10" E	47.78
C128	31.50	190.00	09°30'00"	S 04°10'46" E	31.50

SEE SHEET 15A FOR AREA DATA

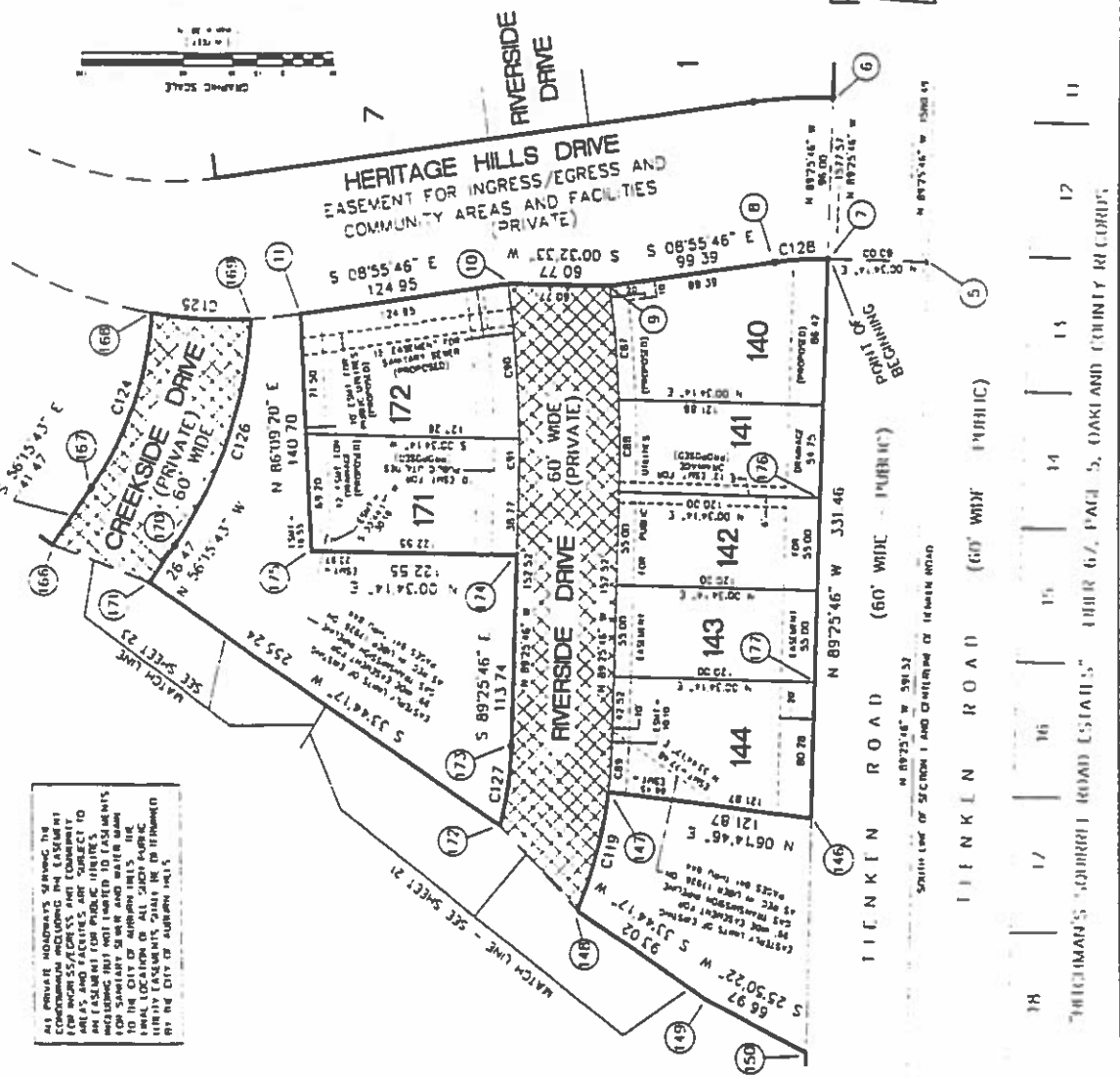
NOTE:
 ALL UTILITIES AND ROADS MUST BE BURIED

① DENOTES COORDINATE POINT NUMBER

• INDICATES POINT OF CURVATURE

▨ LIMITED COMMON ELEMENT

▩ GENERAL COMMON ELEMENT



ALL PRIVATE HOLDINGS WITHIN THE COMMUNITY INCLUDING THE EASEMENT FOR INGRESS/EGRESS AND FACILITIES ARE SUBJECT TO THE CITY OF AUBURN HILLS. THE CITY OF AUBURN HILLS IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE SANITARY SEWER AND WATER MAINS TO THE CITY OF AUBURN HILLS. THE CITY OF AUBURN HILLS SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE SANITARY SEWER AND WATER MAINS TO THE CITY OF AUBURN HILLS.

HERITAGE HILLS DRIVE
 PROPOSED DATED OCT. 4, 1990

SITE PLAN
 (SHEET 15 OF 16)

Prepared by: *Patricia L. ...*

REGISTERED PROFESSIONAL ENGINEER
 STATE OF ALABAMA
 No. 11111

FOR THE CLIENT:
 HERMAN BLANK & ASSOCIATES, INC.
 1000 ...
 AUBURN, ALABAMA

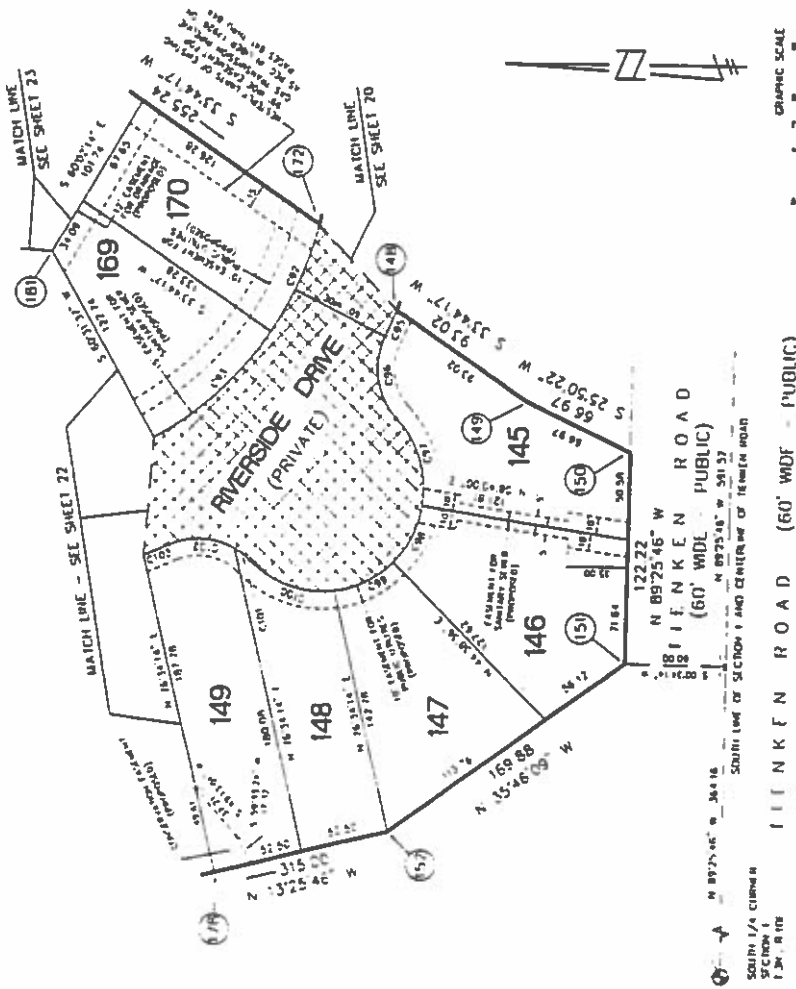
18	17	16	15	14	13	12	11
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THEIRMAN'S COURTY ROAD ESTATES - BLOCK 6, FACE 5, OAKLAND COUNTY RECORDS

BASIS OF COORDINATE'S
SOUTH 1/4 CORNER
OF SECTION 1
NORTH = 5000 0000
EAST = 5000 0000

PT. NO.	NORTH	EAST	I.A. I
148	N 5192 7780	E 5267 81150	
149	N 5115 4741	E 5316 11937	
150	N 5055 1142	E 5486 97277	
151	N 5056 3711	E 5364 73688	
152	N 5194 2071	E 5265 41866	
172	N 5239 5463	E 5117 0760	
178	N 5296 3361	E 5241 0566	
181	N 5395 3742	E 5091 0781	

ALL PRIVATE ROADS SERVING THE
COMMUNITY INCLUDING THE EXISTING
ROADS AND FACILITIES ARE SUBJECT TO
THE CITY OF ALABAMA. THIS PLAN
INCLUDING BUT NOT LIMITED TO EASEMENTS
FOR SANITARY SEWER AND WATER MAIN
IN THE CITY OF ALABAMA. THE
LOCAL LOCATION OF ALL SUCH PUBLIC
UTILITIES ARE TO BE DETERMINED
BY THE CITY OF ALABAMA.



CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD
C92	66.80	200.00	19°42'38"	N 65°53'15" W	68.46
C93	92.71	200.00	26°33'33"	N 42°45'10" W	91.88
C95	16.54	260.00	03°38'42"	N 65°54'31" W	16.54
C96	51.09	42.00	69°41'47"	S 81°03'57" W	48.80
C97	54.92	60.00	52°26'57"	S 72°26'32" W	51.01
C98	37.67	60.00	35°38'36"	N 63°20'42" W	37.06
C99	39.45	60.00	37°40'08"	S 26°31'20" W	38.74
C100	55.27	60.00	52°46'32"	N 18°42'00" W	55.33
C101	11.59	42.00	15°49'03"	N 37°10'44" W	11.59
C102	39.50	42.00	53°52'44"	S 02°19'51" W	38.06
C103	16.09	260.00	03°32'47"	S 22°40'07" W	16.09

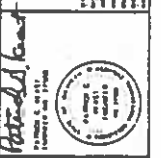
SEE SHEET 15A FOR AREA DATA

NOTE:
ALL UTILITIES AND ROADS MUST BE BUILT
① DENOTES COORDINATE POINT NUMBER
• INDICATES POINT OF CURVATURE
LIMITED COMMON ELEMENT
GENERAL COMMON ELEMENT

"HITCHMAN'S SQUIRREL ROAD STATES"
PLAT 67, PAGE 5, OAKLAND COUNTY RECORD.

HERITAGE IN THE HANDS
PROPOSED DATE: OCT. 4, 1999

SITE PLAN
(SHEET 14 OF 16)

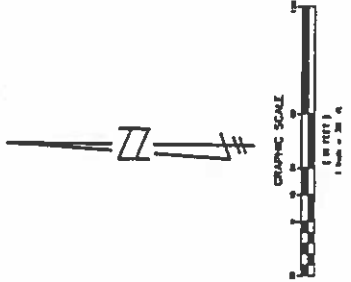


gas line

OF SECTION 1
NORTH = 5000.0000
EAST = 5000.0000

PT. NO	NORTH	EAST
153	N 5500.5939	E 5192.2803
154	N 5592.5756	E 5125.3976
155	N 5790.8475	E 5134.9281
156	N 5713.5475	E 5272.6999
157	N 5673.1056	E 5383.9939
158	N 5641.5859	E 5390.6390
159	N 5587.3203	E 5420.7736
160	N 5603.7321	E 5489.5061
161	N 5607.6363	E 5509.1921
162	N 5771.6566	E 5483.1652
163	N 5790.6560	E 5561.8972
178	N 5296.3361	E 5241.0525
179	N 5398.4650	E 5216.6664
181	N 5395.3742	E 5599.0701
182	N 5494.2349	E 5606.7317
183	N 5635.8640	E 5394.5649

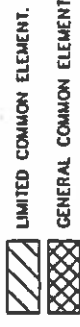
ALL PRIVATE ROADWAYS SERVING THE CONDOMINIUM INCLUDING THE EASEMENTS FOR WALKWAYS/BIKES AND SUBJECT TO AN EASEMENT FOR PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO EASEMENTS FOR SANITARY SEWER AND WATER MAIN TO THE CITY OF AUBURN HILLS. THE UTILITY EASEMENTS SHALL BE DETERMINED BY THE CITY OF AUBURN HILLS.



CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHD. BEARING	CHORD
C94	56.00	200.00	16'02'37"	S 21'27'05" E	55.82
C104	34.64	260.00	07'37'57"	S 17'14'45" E	34.61
C105	8.69	200.00	02'29'26"	S 14'40'29" E	8.69
C106	53.49	200.00	15'19'30"	S 23'34'57" E	53.34
C107	11.20	200.00	03'12'34"	S 32'50'59" E	11.20
C108	33.06	42.00	45'05'57"	S 57'00'15" E	32.21
C109	21.67	60.00	20'41'35"	S 69'12'26" E	21.55
C110	54.64	60.00	52'10'46"	S 32'46'15" E	52.77
C111	37.67	60.00	35'58'36"	S 11'18'26" W	37.06
C112	108.34	200.00	31'02'16"	S 87'54'36" E	107.02
C114	47.96	260.00	10'34'10"	S 86'16'44" W	47.89
C115	47.96	260.00	10'34'10"	S 83'09'06" E	47.89
C120	168.96	60.00	161'20'56"	S 70'01'48" E	118.41
C121	33.06	42.00	45'05'57"	S 11'54'18" E	32.21
C122	55.27	260.00	12'10'48"	S 28'21'53" E	55.17
C123	20.07	260.00	04'25'25"	S 78'46'57" W	20.07

NOTE:
ALL UTILITIES AND ROADS MUST BE BUILT.
① DENOTES COORDINATE POINT NUMBER.
• INDICATES POINT OF CURVATURE.



SEE SHEET 15A FOR AREA DATA



HERITAGE IN THE HILLS
PROPOSED DATED MARCH 17, 2000

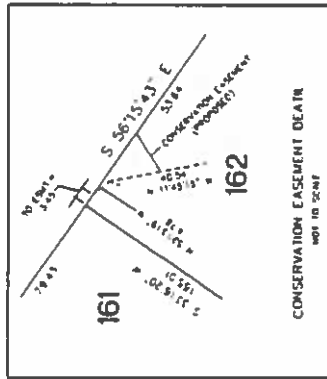
SITE PLAN
(SHEET 15 OF 16)

STUBBS, BEAST & ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEER
NO. 10000
STATE OF ALABAMA
10000



BASIS OF COORDINATE
SOUTH 1/4 CORNER
OF SECTION 1
NORTH = 5000.0000
EAST = 5000.0000

PT. NO	NORTH	EAST
164	N 5750.2988 E	5711.0091
165	N 5647.2361 E	5871.3734
166	N 5510.0243 E	5779.6813
171	N 5451.2982 E	5758.8334
180	N 5706.1849 E	5783.0611
181	N 5395.3742 E	5599.0701



CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHD BEARING	CHORD
C113	56.30	200.00	160° 47'	N 64° 19' 37" W	56.72
C116	47.96	260.00	10° 34' 10"	N 72° 34' 56" W	47.89
C117	47.96	260.00	10° 34' 10"	S 62° 00' 45" E	47.89
C118	2.11	260.00	00° 22' 57"	S 56° 29' 47" E	2.11

SEE SHEET 15A FOR AREA DATA

NOTE

ALL UTILITIES AND ROADS MUST BE ILLUMINATED

① DENOTES COORDINATE POINT NUMBER

• INDICATES POINT OF CURVATURE

▨ LIMITED COMMON ELEMENT

▩ GENERAL COMMON ELEMENT

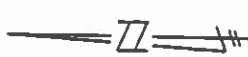
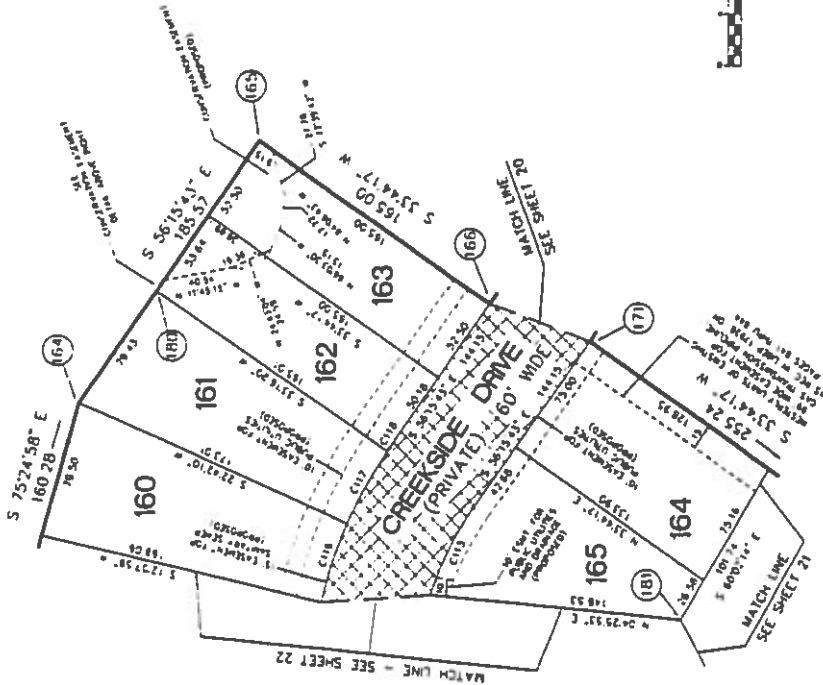
HERITAGE IN THE HILLS
PROPOSED DATED OCT. 4, 1979

SITE PLAN
(SHEET 11 OF 16)



SEBBA, HENSLER & ASSOCIATES, INC.
1000 N. LAUREL
CHICAGO, ILL. 60610

ALL PRIVATE ROADS SERVING THE COMMUNITY INCLUDING THE EASEMENT FOR ACCESS/DRIVE AND COMMUNITY AN EASEMENT FOR UTILITIES SUBJECT TO AN EASEMENT NOT LIMITED TO EASEMENTS FOR SANITARY SEWER AND WATER MAIN TO THE CITY OF ALHAMBRA, ILL. THE UTILITY EASEMENTS SHALL BE PROVIDED BY THE CITY OF ALHAMBRA, ILL.



GRAPHIC SCALE

BASIS OF COORDINATES:
SOUTH 1/4 CORNER
OF SECTION 1
NORTH = 5000.0000
EAST = 5000.0000

PT. NO.	NORTH	EAST
199	N 6983.5355	E 6838.7780
200	N 6931.4906	E 6899.6835
201	N 6932.4332	E 7025.4299
202	N 6812.4366	E 7026.3295
203	N 6812.8864	E 7086.3278
204	N 6799.6526	E 7086.4270
205	N 6800.8819	E 7250.4224
240	N 7168.3716	E 7247.6676
241	N 6905.8790	E 7249.6353
242	N 7010.8760	E 7248.8482
243	N 7063.3746	E 7248.4547
253	N 7088.8615	E 6881.8778
254	N 7141.4847	E 6898.1093

ALL PRIVATE PROPOSED SETBACKS, THE CONDOMINIUM INCLUDING THE EASTMENT FOR ACCESS/EGRESS AND COMMONITY AREAS AND /ADDRESSES ARE SUBJECT TO AN EASTMENT FOR PUBLIC UTILITIES PROPOSED BY THE CITY OF AUBURN HILLS FOR SANITARY SEWER AND WATER MAINS TO THE CITY OF AUBURN HILLS. THE FINAL LOCATION OF ALL SUCH PUBLIC UTILITY EASTMENTS SHALL BE DETERMINED BY THE CITY OF AUBURN HILLS.

SEE SHEET 15A FOR AREA DATA

NOTE:

- ALL UTILITIES AND ROADS MUST BE BUILT
- ① DENOTES COORDINATE POINT NUMBER
- 97 DENOTES UNIT NUMBER
- INDICATES POINT OF CURVATURE



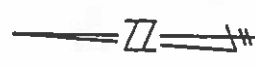
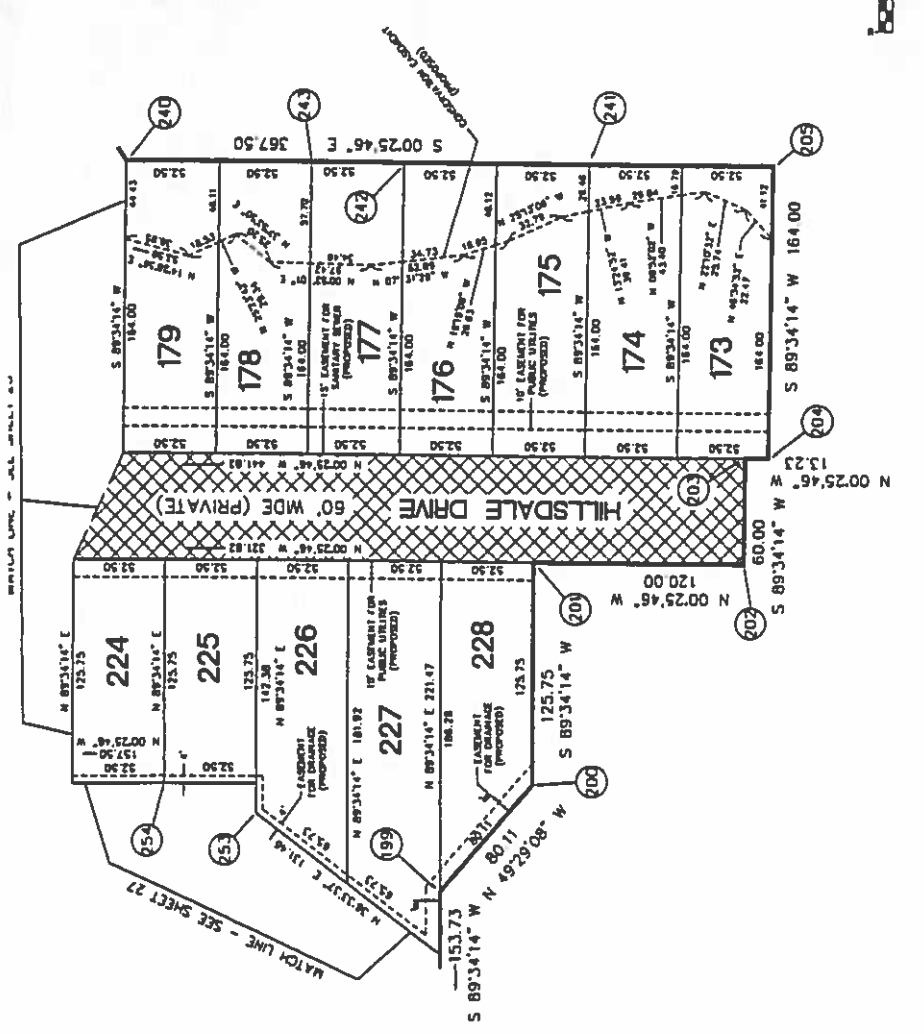
HERITAGE IN THE HILLS
PROPOSED DATED MARCH 17, 2000



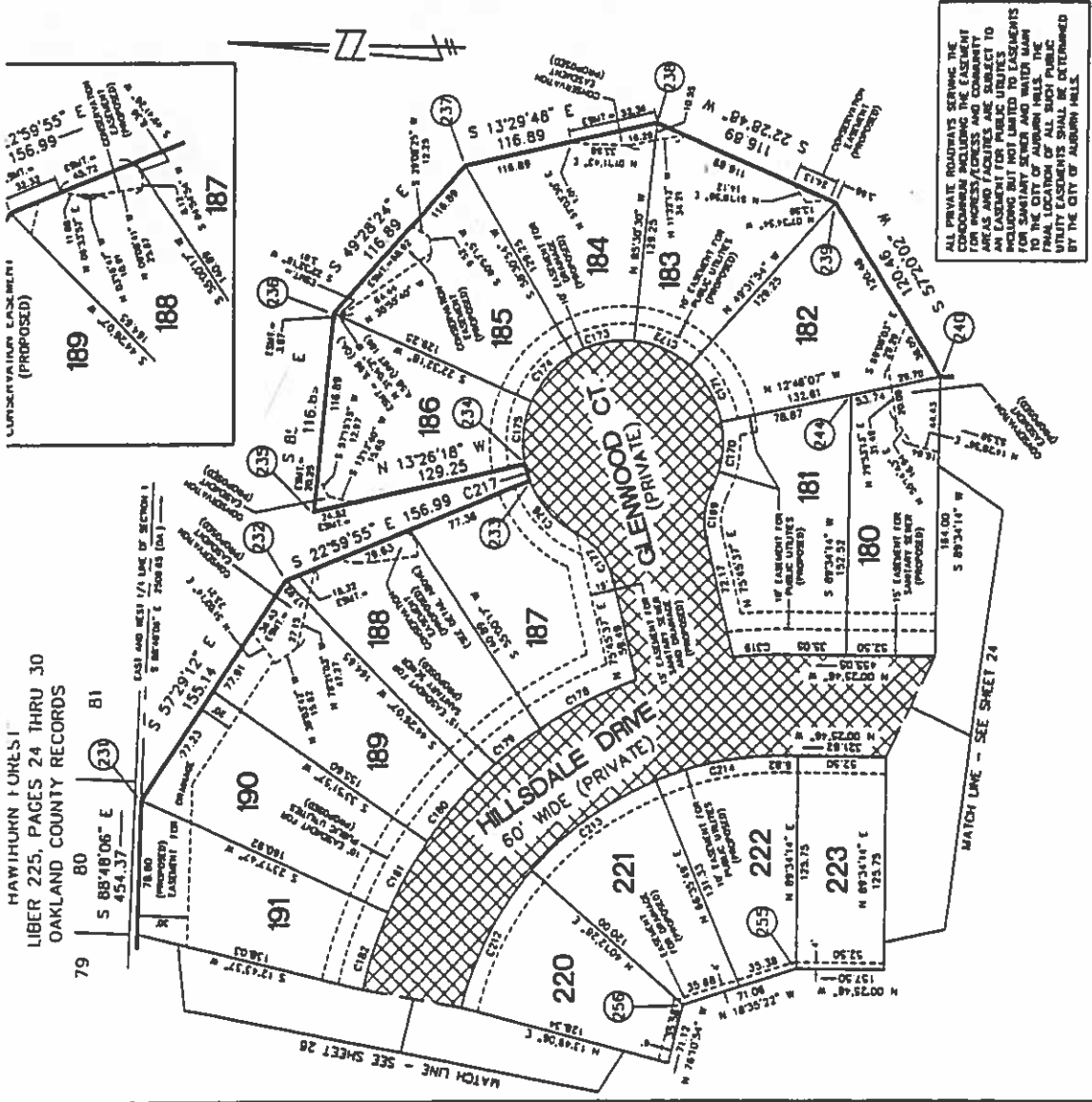
Robert L. East
Surveyor
State of Alabama
No. 17140

SENDER, HEAST & ASSOCIATES, INC.
10000 GREENHURST AVENUE, SUITE 100, GREENHURST, AL 35894
TEL: 205-833-1111 FAX: 205-833-1112

SITE PLAN
(SHEET 17 OF 23)



HAWIHIKUN IUKESI
LIBER 225, PAGES 24 THRU 30
OAKLAND COUNTY RECORDS



CURVE	ARC	RADIUS	DELTA	CHD. BEARING	CHORD
C169	29.21	42.00	39°50'42"	S 84°19'02" E	28.62
C170	40.18	60.00	38°22'26"	N 83°34'54" W	39.44
C171	38.50	60.00	36°45'46"	N 58°50'59" E	37.84
C172	37.67	60.00	35°58'36"	S 22°28'48" E	37.06
C173	37.67	60.00	35°58'36"	S 13°29'48" E	37.06
C174	37.67	60.00	35°58'36"	S 49°28'24" E	37.06
C175	37.67	60.00	35°58'36"	S 85°27'00" E	37.06
C176	43.09	60.00	41°09'06"	N 46°25'32" E	42.17
C177	36.59	42.00	49°54'38"	N 50°48'18" E	35.44
C178	64.12	260.00	14°07'47"	S 27°55'49" E	63.96
C179	47.96	260.00	10°34'10"	S 40°16'48" E	47.89
C180	47.96	260.00	10°34'10"	S 50°50'58" E	47.89
C181	47.96	260.00	10°34'10"	S 61°25'08" E	47.89
C182	47.96	260.00	10°34'10"	N 71°59'18" W	47.89
C212	92.12	200.00	26°23'22"	S 62°59'13" E	91.30
C213	92.12	200.00	26°23'22"	S 36°35'51" E	91.30
C214	80.19	200.00	22°58'24"	S 11°54'58" E	79.66
C217	10.01	60.00	09°33'37"	N 71°46'53" E	10.00
C319	32.60	260.00	07°11'04"	N 04°01'18" W	32.58

PT. NO.	NORTH	EAST	PT. NO.	NORTH	EAST
231	N 7639.3447	E 6989.4921	237	N 7455.0583	E 7366.4666
232	N 7555.9559	E 7120.3192	238	N 7341.3963	E 7393.7673
233	N 7411.4483	E 7181.5552	239	N 7233.3883	E 7349.0729
234	N 7414.5747	E 7191.1539	240	N 7168.3716	E 7247.6676
235	N 7540.2866	E 7161.1162	244	N 7220.7840	E 7235.7898
236	N 7531.0138	E 7277.6380	255	N 7246.4817	E 6897.3222
			256	N 7313.8384	E 6874.6660



SEE SHEET 15A FOR AREA DATA

NOTE:

ALL UTILITIES AND ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER

97 DENOTES UNIT NUMBER.

• INDICATES POINT OF CURVATURE.

▨ LIMITED COMMON ELEMENT.

▩ GENERAL COMMON ELEMENT.

BASIS OF COORDINATES:
SOUTH 1/4 CORNER
OF SECTION 1
NORTH = 5000.0000
EAST = 5000.0000

HERITAGE IN THE HILLS
PROPOSED DATED MARCH 17, 2000

SITE PLAN
(SHEET 18 OF 23)

SEEBER, HEAST &
ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER
No. 10000
No. 10000
No. 10000

ALL PRIVATE ROADS SERVING THE COMMONS INCLUDING THE EASTMENT COMMONS SHALL BE CONVEYED TO THE CITY OF ANIMUN HILLS. AREAS AND FACILITIES ARE SUBJECT TO AN EASEMENT FOR PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO EASEMENTS FOR SANITARY SEWER AND WATER MAIN. THE FINAL LOCATION OF ALL SUCH PUBLIC UTILITY EASEMENTS SHALL BE DETERMINED BY THE CITY OF ANIMUN HILLS.

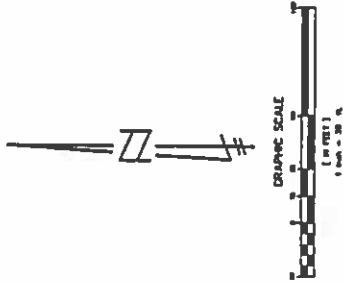
MATCH LINE - SEE SHEET 24

BASIS OF LUMINAILED.

**SOUTH 1/4 CORNER
OF SECTION 1**
NORTH = 5000.0000
EAST = 5000.0000

PT. NO.	NORTH	EAST
226	N 7503.9133 E	E 6447.5899
227	N 7629.1855 E	E 6518.8342
228	N 7498.4035 E	E 6625.3974
229	N 7513.4447 E	E 6639.2533
230	N 7648.8472 E	E 6535.2173
245	N 7642.5565 E	E 6835.9491
246	N 7644.7838 E	E 6729.4724
247	N 7401.8626 E	E 6422.8787
257	N 7330.8237 E	E 6805.6110
258	N 7286.7365 E	E 6748.9429

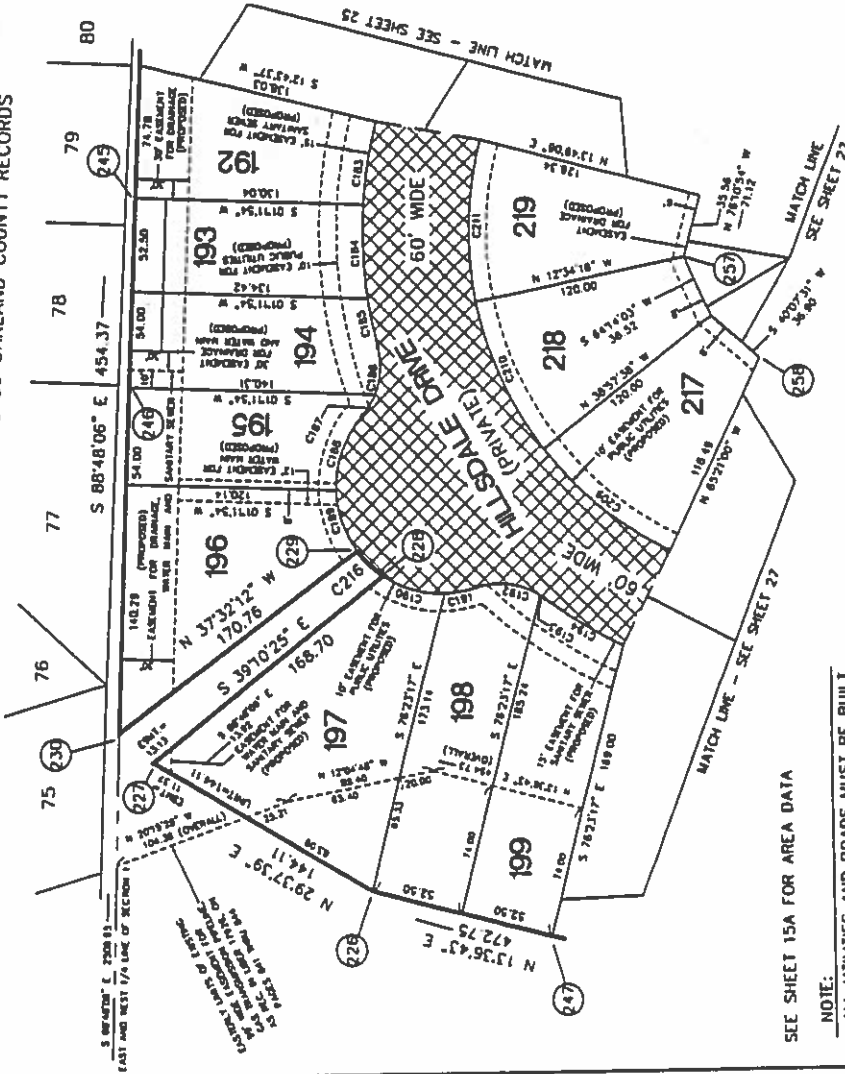
ALL PRIVATE ROADWAYS SERVING THE CONDOMINIUM INCLUDING THE EASTERN) FOR IMPROVEMENTS AND COMMUNITY AREAS AND FACILITIES ARE SUBJECT TO THE CITY OF AUBURN HILLS. THE INCLUDING BUT NOT LIMITED TO EASEMENTS FOR SANITARY SEWER AND WATER MAIN TO THE CITY OF AUBURN HILLS. THE FINAL LOCATION OF ALL SUCH PUBLIC UTILITIES SHALL BE DETERMINED BY THE CITY OF AUBURN HILLS.



CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHD. BEARING	CHORD
C183	47.54	260.00	10728.38"	N 82°30'42" W	47.48
C184	52.77	260.00	11377.46"	N 86°26'06" E	52.68
C185	28.21	260.00	0613.01"	N 77°30'43" E	28.20
C186	27.08	42.00	3656.36"	S 87°07'30" E	26.61
C187	13.92	42.00	1859.10"	N 59°09'37" W	13.85
C188	45.08	60.00	4302.37"	S 71°11'21" E	44.02
C189	36.47	60.00	3449.33"	S 69°52'34" W	35.91
C190	37.09	60.00	3525.11"	N 15°07'44" E	36.50
C191	17.82	60.00	1701.13"	N 11°05'28" W	17.76
C192	37.94	42.00	5145.46"	S 06°16'48" W	36.67
C193	3.05	42.00	04709.59"	S 34°14'41" W	3.05
C194	51.99	260.00	11727.28"	N 30°35'57" E	51.91
C209	92.12	200.00	2623.22"	N 37°50'41" E	91.30
C210	92.12	200.00	2623.22"	S 64°14'03" W	91.30
C211	92.12	200.00	2623.22"	S 89°22'35" E	91.30
C216	20.55	60.00	1937.28"	S 42°39'04" W	20.45

"HAWTHORN FOREST"
LIBER 225, PAGES 24 THRU 30 OAKLAND COUNTY RECORDS



SEE SHEET 15A FOR AREA DATA

NOTE:
ALL UTILITIES AND ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

97 DENOTES UNIT NUMBER.

• INDICATES POINT OF CURVATURE.

▨ LIMITED COMMON ELEMENT.

▩ GENERAL COMMON ELEMENT.

HERITAGE IN THE HILLS
PROPOSED DATED MARCH 17, 2000



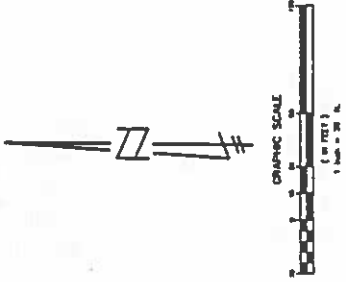
SITE PLAN
(SHEET 19 OF 23)

SEBER, HEAST & ASSOCIATES, P.C.
10000 WOODLAND AVENUE, SUITE 100
AUBURN HILLS, MI 48004-4100
PHONE: (248) 852-3333
FAX: (248) 852-3334
WWW: WWW.SEBAHEAST.COM

NORTH = 5000.0000
EAST = 5000.0000

FOR ADDRESSES AND COMMUNITY AREAS AND LOTS ARE SUBJECT TO RECORDS AND RECORDS INCLUDING BUT NOT LIMITED TO EASEMENTS FOR SANITARY SEWER AND WATER MAIN TO THE CITY OF AUBURN HILLS. THE FINAL LOCATION OF ALL SUCH PUBLIC UTILITIES SHALL BE DETERMINED BY THE CITY OF AUBURN HILLS.

PT. NO.	NORTH	EAST
195	N 6944.4505 E	6466.0381
196	N 6907.0193 E	6670.6194
197	N 6915.3010 E	6673.3274
198	N 6982.3831 E	6685.0520
224	N 7005.9179 E	6495.4250
225	N 7044.4419 E	6336.3308
247	N 7401.8626 E	6422.8787
248	N 7299.8118 E	6398.1678
249	N 7197.7611 E	6373.4564
250	N 7095.7103 E	6348.7452
251	N 6998.7586 E	6687.9142
252	N 7113.7221 E	6708.0074
253	N 7088.0615 E	6881.8778
256	N 7313.8384 E	6874.6680
258	N 7286.7365 E	6748.9429



CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHD BEARING	CHORD
C195	51.09	260.00	1175.30°	N 1974°28' E	51.01
C196	11.64	220.00	03°01'56"	S 15°07'41" W	11.64
C197	53.52	280.00	10°57'07"	S 24°22'25" W	53.44
C198	25.83	280.00	05°17'09"	N 16°15'11" E	25.82
C199	33.06	42.00	45°05'57"	N 53°50'19" W	32.21
C200	46.97	60.00	44°51'20"	N 53°43'00" W	45.78
C201	38.89	60.00	37°08'13"	S 85°17'13" W	38.21
C202	35.00	60.00	33°25'16"	N 50°00'28" E	34.50
C203	40.35	60.00	38°31'56"	S 14°01'52" W	39.59
C204	36.38	60.00	34°44'14"	S 22°36'13" E	35.82
C205	39.32	60.00	37°37'59"	N 58°44'49" W	38.62
C206	46.04	60.00	43°57'55"	N 80°29'44" E	44.92
C207	33.06	42.00	45°05'57"	S 81°03'45" W	32.21
C208	38.53	200.00	11°02'17"	S 19°07'52" W	38.47
C215	68.41	220.00	17°48'55"	N 25°33'07" E	68.13

HERITAGE IN THE HILLS
PROPOSED DATED MARCH 17, 2000

SITE PLAN
(SHEET 20 OF 23)



SEE SHEET 15A FOR AREA DATA

NOTE:
ALL UTILITIES AND ROADS MUST BE BUILT.
① DENOTES COORDINATE POINT NUMBER.

97 DENOTES UNIT NUMBER.

- INDICATES POINT OF CURVATURE.
- ▨ LIMITED COMMON ELEMENT.
- ▩ GENERAL COMMON ELEMENT.

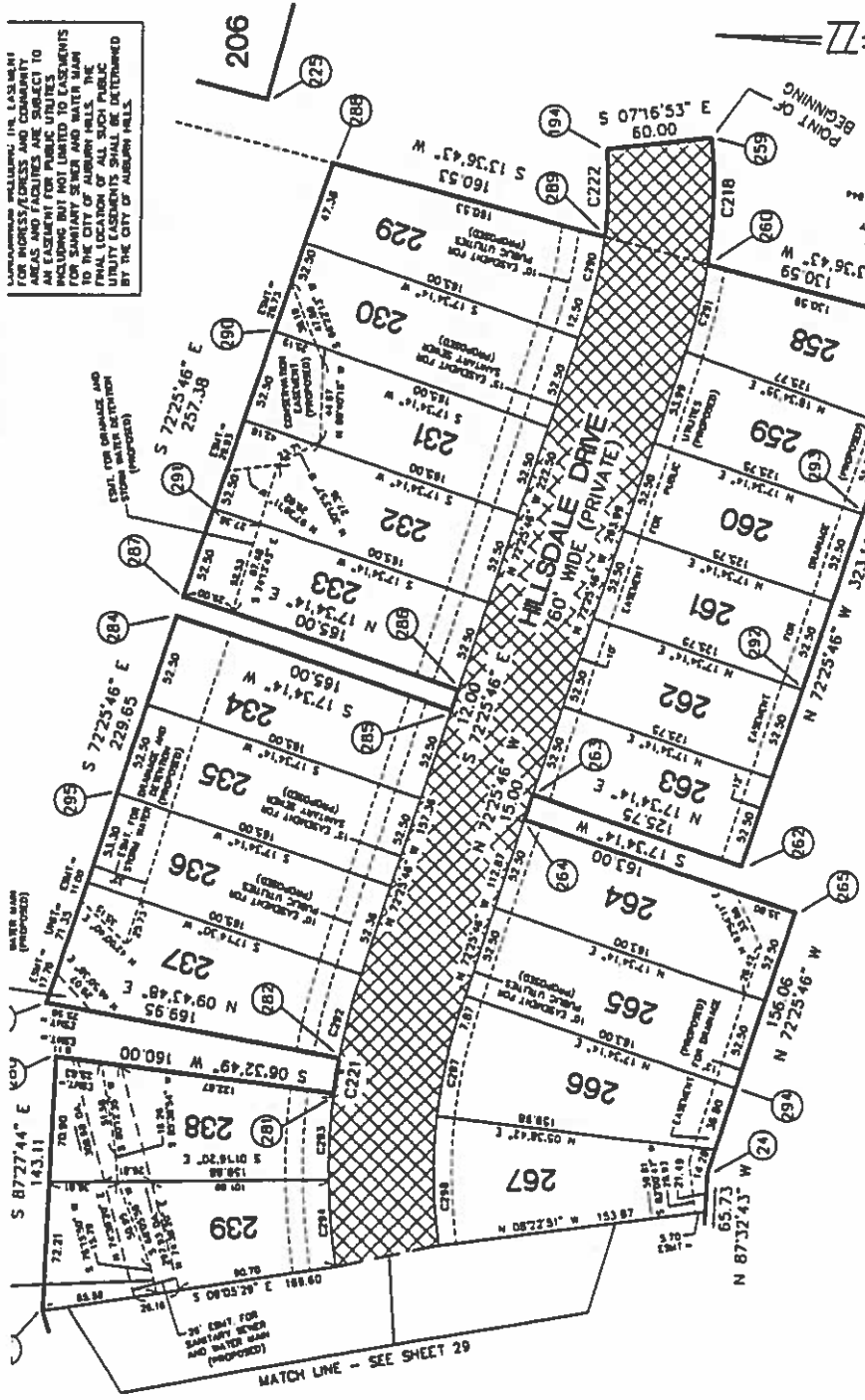
SEBER, KEAST & ASSOCIATES, INC.
SURVEYORS
1000 1/2 N. ...
AUBURN HILLS, AL 36824
PHONE: ...
FAX: ...
WWW: ...

gas line

OF SECTION 1
 NORTH = 5000.0000
 EAST = 5000.0000

PT. NO	NORTH	EAST
24	N 6777.9339	E 5736.1515
194	N 6850.7062	E 6312.5259
225	N 7044.4419	E 6336.3308
259	N 6791.1901	E 6320.1305
260	N 6791.1740	E 6249.2805
261	N 6664.2551	E 6218.5476
262	N 6761.8056	E 5910.4791
263	N 6881.6889	E 5948.4404
264	N 6886.2171	E 5934.1402
265	N 6730.8216	E 5894.9339
279	N 7157.2308	E 5652.2940
280	N 7150.8945	E 5795.2638
281	N 6991.9379	E 5777.0210
282	N 6989.1069	E 5796.8168
283	N 7156.6163	E 5825.5400
284	N 7087.2897	E 6044.4765
285	N 6929.9875	E 5994.6664
286	N 6926.3650	E 6006.1066
287	N 7083.8671	E 6055.9166
288	N 7005.9684	E 6301.2921
289	N 6849.9491	E 6263.5127
290	N 7036.1212	E 6206.0686
291	N 7067.8185	E 6105.9673
292	N 6730.1083	E 6010.5805
293	N 6698.4110	E 6110.6818
294	N 6762.5189	E 5784.8326
295	N 7118.9870	E 5944.3751

UNSATURATED WATERS IN THE EASTERN PART OF THIS AREA ARE SUBJECT TO AN EASEMENT FOR PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO GAS, WATER AND SEWER. THE FINAL LOCATION OF ALL SUCH PUBLIC UTILITY EASEMENTS SHALL BE DETERMINED BY THE CITY OF AUBURN HILLS.



SEE SHEET 15A FOR AREA DATA



HERITAGE IN THE HILLS
 PROPOSED DATED MARCH 17, 2000

SITE PLAN
 (SHEET 21 OF 23)

SEBORG, REAST & ASSOCIATES, INC.
 ARCHITECTS AND ENGINEERS

NOTE:
 ALL UTILITIES AND ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

97 DENOTES UNIT NUMBER.

• INDICATES POINT OF CURVATURE.

▨ LIMITED COMMON ELEMENT.

▩ GENERAL COMMON ELEMENT.

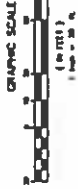
CURVE	ARC	RADIUS	DELTA	CHD. BEARING	CHORD
C218	71.04	280.00	14°32'13"	S 89°59'13" W	70.85
C221	20.00	360.00	03°10'58"	S 81°51'41" E	20.00
C222	49.12	220.00	12°47'34"	N 89°06'54" E	49.02
C290	46.30	220.00	12°03'32"	N 78°27'32" W	46.22
C291	50.41	280.00	10°18'54"	N 77°35'13" W	50.34
C292	49.26	360.00	07°50'28"	N 76°20'55" W	49.22
C293	49.13	360.00	07°49'09"	N 87°21'45" W	49.09
C294	49.13	360.00	07°49'08"	S 84°49'06" W	49.09
C297	62.44	300.00	11°55'31"	N 78°23'32" W	62.33
C298	73.44	300.00	14°01'33"	S 88°37'56" W	73.26

gasline

NORTH = 5000.0000
EAST = 5000.0000

PT. NO	NORTH	EAST
21	N 695.5227	E 5532.1567
22	N 8748.8898	E 5570.4287
23	N 6780.7492	E 5670.4795
266	N 6647.9824	E 5356.3572
278	N 7016.8648	E 5205.1923
279	N 7157.2308	E 5652.2940
296	N 7119.5460	E 5532.2582
297	N 7088.0951	E 5432.0791
298	N 7056.6443	E 5331.9001
299	N 6932.0599	E 5102.0575
300	N 6668.7665	E 5433.2147

CONDOMINIUM INCLUDING THE EASEMENT FOR IMPROVEMENTS AND COMMONITY AREAS AND FACILITIES ARE SUBJECT TO EASEMENTS BUT NOT LIMITED TO EASEMENTS FOR SANITARY SEWER AND WATER MAIN TO THE CITY OF ALBANY HILLS. THE FINAL LOCATION OF ALL SUCH PUBLIC UTILITIES SHALL BE DETERMINED BY THE CITY OF ALBANY HILLS.



SEE SHEET 15A FOR AREA DATA

NOTE:
ALL UTILITIES AND ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER

97 DENOTES UNIT NUMBER.

• INDICATES POINT OF CURVATURE.

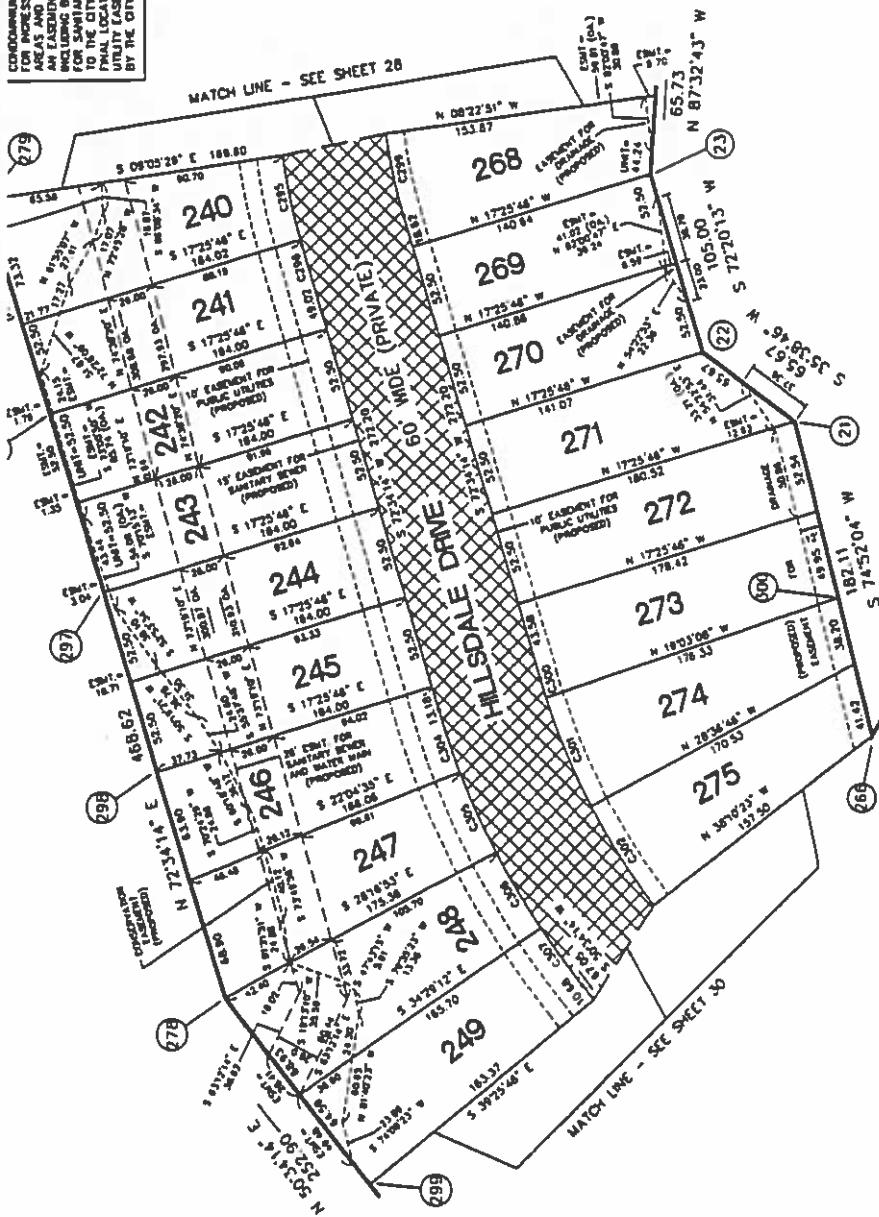
▨ LIMITED COMMON ELEMENT.

▩ GENERAL COMMON ELEMENT.

HERITAGE IN THE HILLS
PROPOSED DATED MARCH 17, 2000

SITE PLAN
(SHEET 22 OF 23)

SEWER, HEAT & GAS ASSOCIATES, INC.
10000 GRAND DRIVE, SUITE 100, ROCKY HILL, CT 06067
TEL: 860.336.2200 FAX: 860.336.2201



CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHD. BEARING	CHORD
C295	48.90	360.00	07°46'59"	N 77°01'02" E	48.86
C296	3.49	360.00	00°33'18"	S 72°50'53" W	3.48
C299	47.38	300.00	09°02'56"	S 77°05'42" W	47.33
C300	11.33	400.00	01°37'22"	N 71°45'33" E	11.33
C301	66.74	400.00	09°33'37"	N 66°10'03" E	66.67
C302	66.74	400.00	09°33'37"	S 56°36'26" W	66.67
C304	37.31	460.00	04°38'48"	S 70°14'50" W	37.30
C305	49.82	460.00	06°12'19"	N 64°49'16" E	49.79
C306	49.82	460.00	06°12'19"	N 58°36'57" E	49.79
C307	39.68	460.00	04°56'34"	N 53°02'31" E	39.67

OF SECTION 1
 NORTH = 5000.0000
 EAST = 5000.0000

PT. NO.	NORTH	EAST
1B	N 6385.0584	E 5440.4680
266	N 6647.9824	E 5356.3572
267	N 6580.9845	E 5470.3733
268	N 6445.8448	E 5442.7057
269	N 6443.8391	E 5452.5025
270	N 6400.9158	E 5363.0143
271	N 6417.6311	E 5310.4951
272	N 6271.1689	E 5246.0837
273	N 6462.5689	E 5020.2639
274	N 6606.5477	E 5016.3500
275	N 6649.3142	E 5112.8084
276	N 6746.2992	E 5104.4514
277	N 6856.2400	E 5009.8497
279	N 6932.0599	E 5102.0575
301	N 6623.9964	E 5397.1763
302	N 6638.8783	E 5296.5927
303	N 6369.4180	E 5130.1663

CURVE	ARC	RADIUS	DELTA	CHD. BEARING	CHORD
C219	55.22	260.00	121°07"	N 72°20'43" W	55.12
C220	113.54	60.00	108°25'38"	N 04°55'30" W	97.34
C303	8.77	400.00	01°15'23"	N 51°11'55" E	8.77
C308	25.61	42.00	34°56'24"	N 68°02'26" E	25.22
C309	37.93	60.00	36°13'18"	N 67°23'59" E	37.30
C310	21.46	42.00	29°16'50"	N 44°29'54" W	21.23
C311	42.11	30.00	10°21'22"	S 10°21'22" W	38.74
C312	14.42	200.00	04°07'53"	N 31°55'26" W	14.42
C313	92.12	200.00	26°23'22"	S 47°11'03" E	91.30
C314	63.01	200.00	18°03'02"	N 69°24'15" W	62.75
C315	47.96	260.00	10°34'10"	N 60°58'35" W	47.89
C316	47.96	260.00	10°34'10"	S 50°24'25" E	47.89
C317	47.96	260.00	10°34'10"	S 39°50'14" E	47.89
C318	21.30	260.00	04°41'40"	S 32°12'19" E	21.30

ALL PRIVATE ROADWAYS SERVING THE CONDOMINIUM INCLUDING THE EASEMENT FOR WORKS/ACCESS AND COMMUNITY UTILITY LINES ARE SUBJECT TO AN EASEMENT FOR PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO EASEMENTS FOR SANITARY SEWER AND WATER MAIN TO THE CITY OF AUBURN HILLS. THE UTILITY LINES SHALL BE LOCATED BY THE CITY OF AUBURN HILLS.

SEE SHEET 15A FOR AREA DATA

NOTE:

ALL UTILITIES AND ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER

97 DENOTES UNIT NUMBER.

• INDICATES POINT OF CURVATURE.

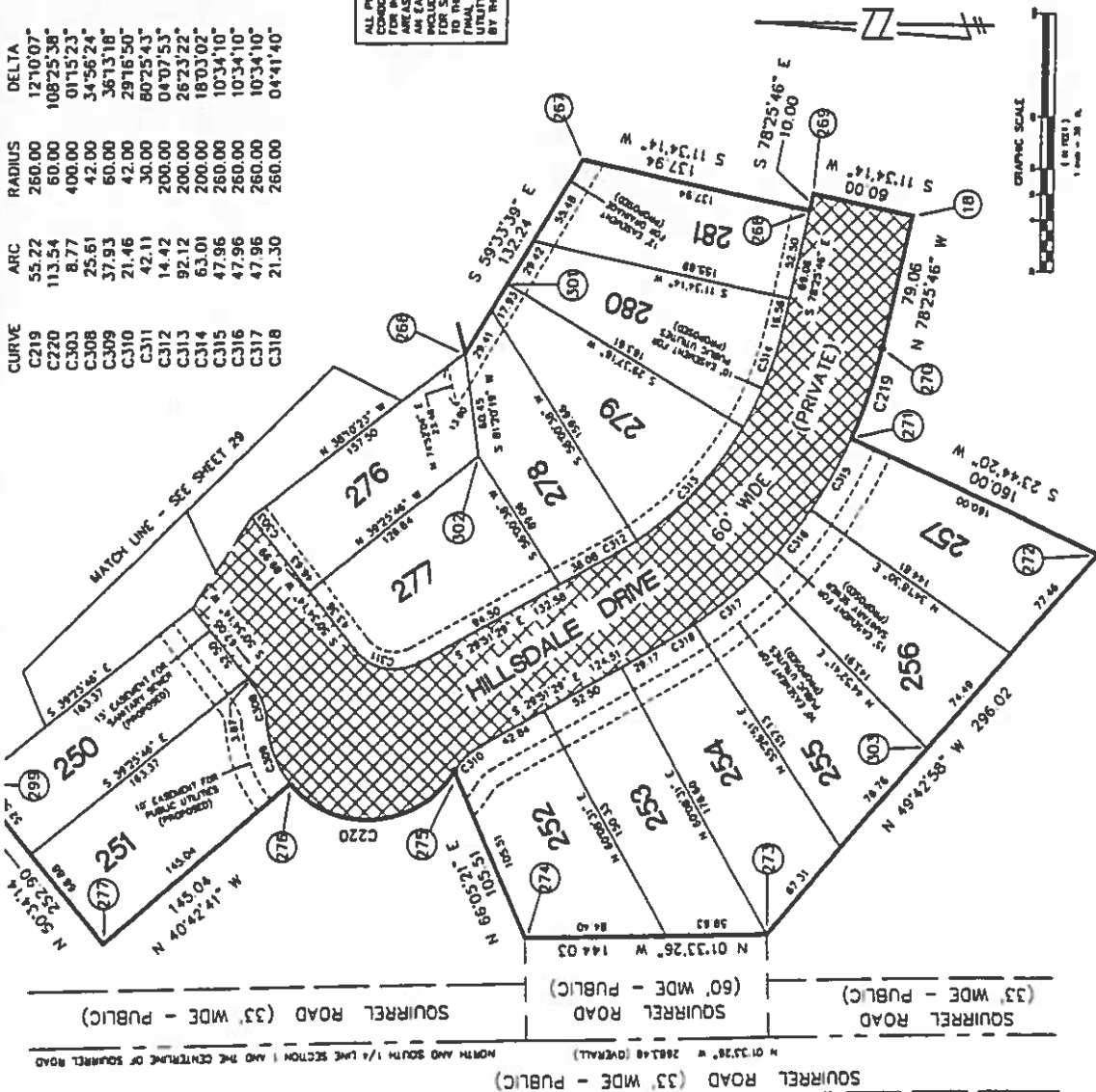
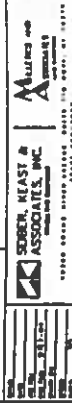
LIMITED COMMON ELEMENT.

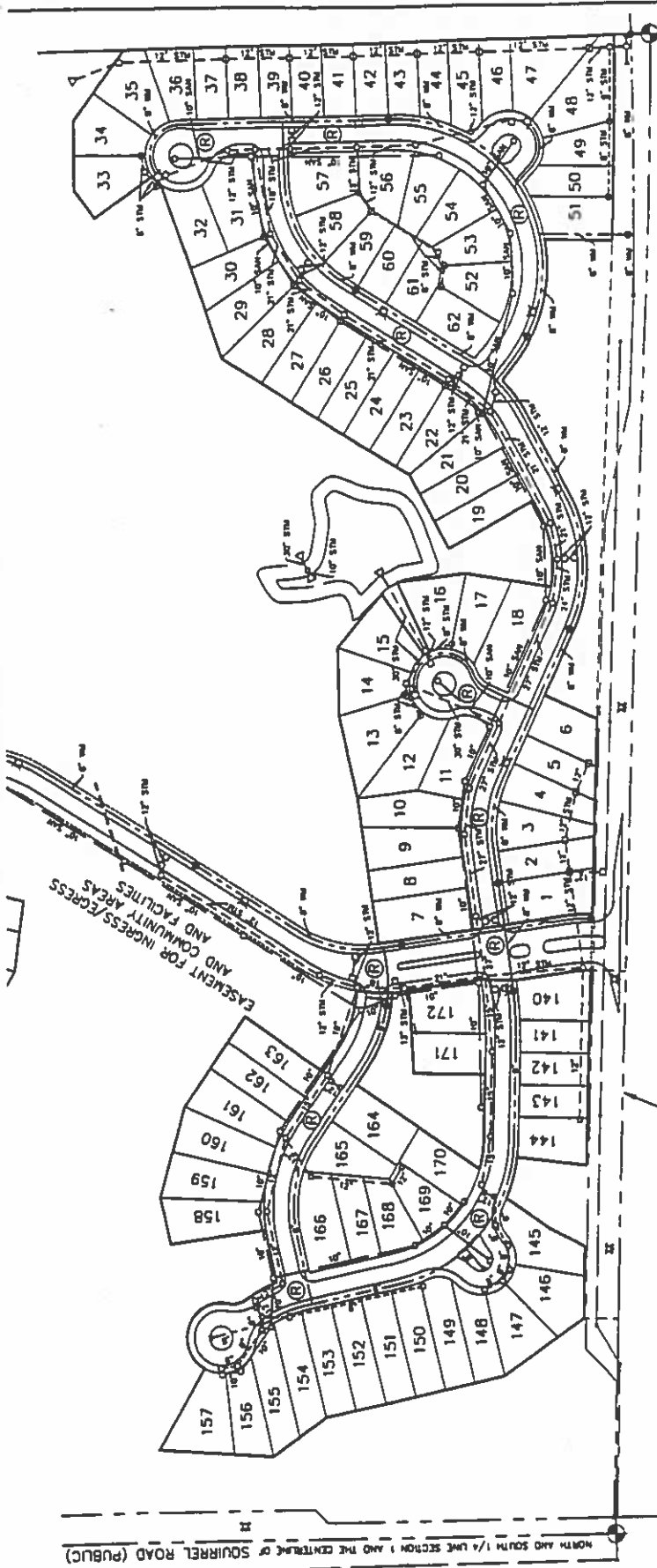
GENERAL COMMON ELEMENT.



HERITAGE IN THE HILLS
 PROPOSED DATED MARCH 17, 2000

SITE PLAN
 (SHEET 23 OF 23)





SOUTH LINE OF SECTION 1 AND CENTERLINE OF
TIENKEN ROAD (PUBLIC)

NORTH AND SOUTH 1/4 LINE SECTION 1 AND THE CENTERLINE OF SQUIRREL ROAD (PUBLIC)

HERITAGE IN THE HILLS

GRAPHIC SCALE
1" = 100'
1" = 200'

PROPOSED DATED
MARCH 17, 2000

UTILITY PLAN
(SHEET 1 OF 2)

SEIBER KEAST & ASSOC., INC.
SEIBER KEAST & ASSOC., INC.
CONSUMERS POWER CO.
DETROIT EDISON CO.
MICHIGAN BELL TELEPHONE CO.

SEIBER KEAST & ASSOC., INC.
10000 E. SHELTON RD.
ANN ARBOR, MI 48106
PHONE: 734-761-4400
FAX: 734-761-4401
WWW: SEIBERKEAST.COM

LEGEND

UTILITY	SOURCE OF LOCATION
—	SEIBER KEAST & ASSOC., INC.
—	SEIBER KEAST & ASSOC., INC.
—	SEIBER KEAST & ASSOC., INC.
—	CONSUMERS POWER CO.
—	DETROIT EDISON CO.
—	MICHIGAN BELL TELEPHONE CO.

* WILL BE SHOWN ON AS-BUILT DRAWINGS.

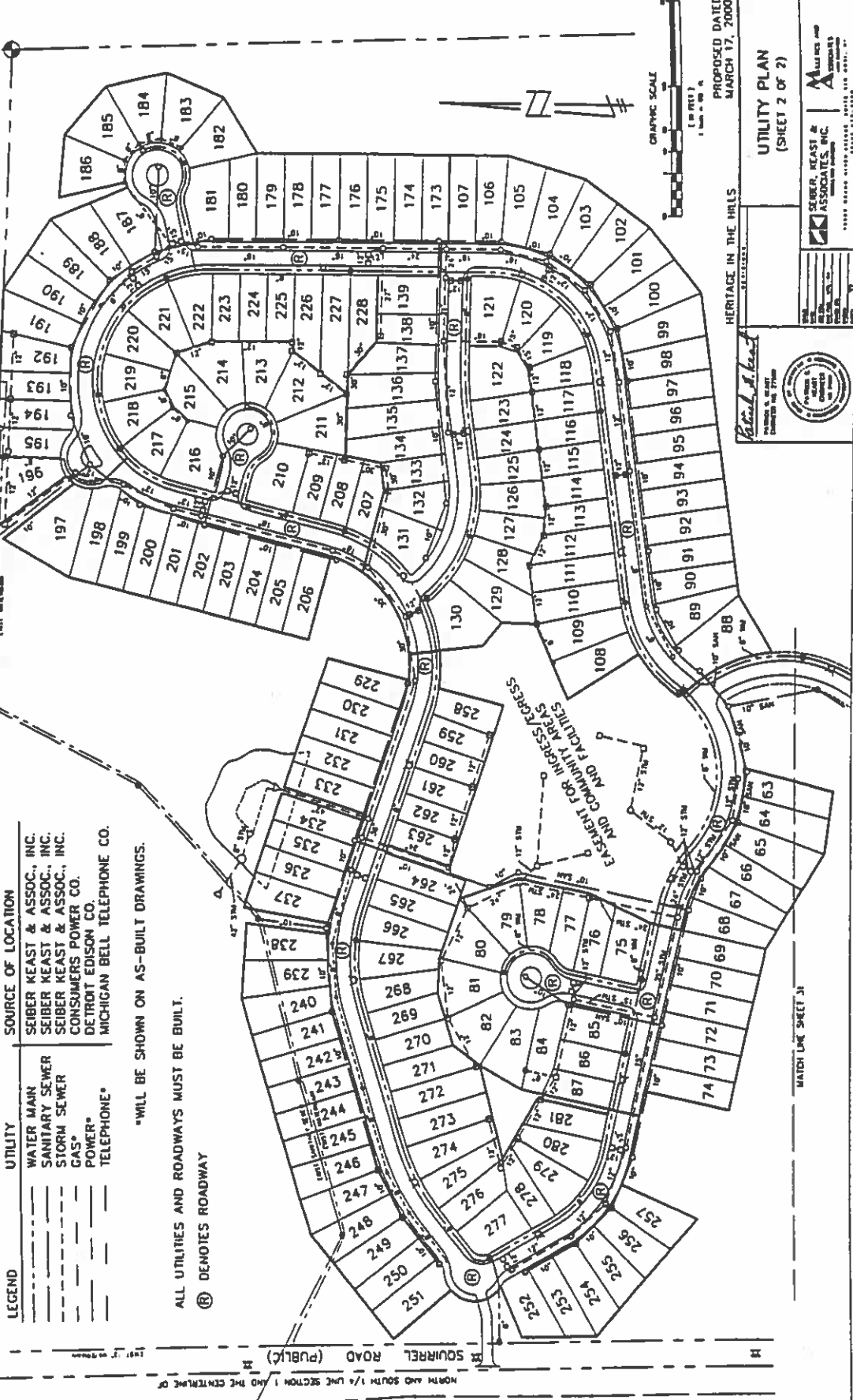
ALL UTILITIES AND ROADWAYS MUST BE BUILT.
Ⓡ DENOTES ROADWAY

UTILITY	SOURCE OF LOCATION
WATER MAIN	SEIBER KEAST & ASSOC., INC.
SANITARY SEWER	SEIBER KEAST & ASSOC., INC.
STORM SEWER	SEIBER KEAST & ASSOC., INC.
GAS	CONSUMERS POWER CO.
POWER	DETROIT EDISON CO.
TELEPHONE*	MICHIGAN BELL TELEPHONE CO.

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

ALL UTILITIES AND ROADWAYS MUST BE BUILT.

(R) DENOTES ROADWAY



PROPOSED DATED
MARCH 17, 2000

UTILITY PLAN
(SHEET 2 OF 2)

SEIBER, KEAST & ASSOCIATES, INC. **SK** ENGINEERS AND ARCHITECTS

3000 GRAND AVENUE SUITE 400
ANN ARBOR, MI 48106-1500
PHONE: 734.769.1000
FAX: 734.769.1001
WWW.SKA.COM



Robert A. Keast
Professional Engineer
State of Michigan
License No. 26000
Date: 12/28/99

Recorded on April 9, 1999
In Liber 19816, pages 159 Through
183, Oakland County Records

**FIRST AMENDMENT OF MASTER DEED
AND
REPLAT NO. 1**

**HERITAGE IN THE HILLS
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1133**

THIS FIRST AMENDMENT OF MASTER DEED ("First Amendment") is made and executed this ___ day of March, 1999, by **HERITGAGE OF AUBURN HILLS, L.L.C.**, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 30840 Northwestern Highway, Suite 270, Farmington Hills, Michigan 48334.

WITNESSETH:

WHEREAS, Developer made and recorded a condominium Master Deed establishing Heritage in the Hills (the "Condominium") as Oakland County Condominium Subdivision Plan No. 1133 situated in the Township of Commerce, which Master Deed was recorded on August 14, 1998 in Liber 18833, Pages 594 through 664, Oakland County Records; and

WHEREAS, Developer desires to expand the size of the Condominium, without increasing the number of Units, with the effect of such addition of land being the increase in the size of some of the Units in the Condominium.

WHEREAS, Developer declared in the Master Deed the right, without the consent of any other person, to modify Condominium unit configurations, and related common elements and easements benefiting the Condominium, and Developer intends by this First Amendment of Master Deed and Replat No. 1 to modify the Condominium unit configurations and related common elements; and

NOW, THEREFORE, Developer hereby amends the Condominium Master Deed as follows:

1. The attached Condominium Subdivision Plan, designated as Replat No. 1 of Condominium Subdivision Plan No. 1133, supercedes and replaces in all respects the Condominium Subdivision Plan attached to the original Condominium Master Deed.

2. Article II of the original Master Deed which described the land comprising the Condominium is amended in its entirety to the effect that the land comprising the Condominium is now described as follows:

A part of the Southeast $\frac{1}{4}$ of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North $02^{\circ}13'06''$ West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North $01^{\circ}55'38''$ West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60' $\frac{1}{2}$ right of way), and the POINT OF BEGINNING; thence North $89^{\circ}25'46''$ West, 345.10 feet, along the Northerly right of way of said Tienken Road; thence North $00^{\circ}34'14''$ East, 115.54 feet; thence 223.33 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $49^{\circ}12'55''$, and a chord bearing and distance of North $76^{\circ}40'08''$ West, 216.53 feet; thence North $52^{\circ}03'41''$ West, 30.38 feet; thence 71.03 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $15^{\circ}39'10''$, and a chord bearing and distance of South $52^{\circ}23'27''$ West, 70.81 feet; thence South $60^{\circ}13'02''$ West, 154.56 feet; thence 242.11 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $53^{\circ}21'12''$, and a chord bearing and distance of South $86^{\circ}53'38''$ West, 233.46 feet; thence North $66^{\circ}25'46''$ West, 119.56 feet; thence South $23^{\circ}34'14''$ West, 99.59 feet, to the Northerly right of way of said Tienken Road; thence North $89^{\circ}25'46''$ West, 330.17 feet, along the Northerly right of way of said Tienken Road; thence 47.42 feet along a curve to the left, said curve having a radius of 286.00 feet, a central angle of $09^{\circ}30'00''$, and a chord bearing and distance of North $04^{\circ}10'46''$ West, 47.37 feet; thence North $08^{\circ}55'46''$ West, 323.96 feet, to point "A"; thence North $81^{\circ}04'14''$ East, 248.21 feet; thence North $76^{\circ}31'10''$ East, 143.70 feet; thence North $87^{\circ}54'38''$ East, 117.12 feet; thence South $51^{\circ}19'53''$ East, 117.12 feet; thence South $54^{\circ}15'59''$ West, 126.88 feet; thence 10.45 feet along a curve to the right, said curve having a radius of 60.00 feet, a central angle of $09^{\circ}58'32''$, and a chord bearing and distance of South $30^{\circ}44'45''$ East, 10.43 feet; thence North $64^{\circ}14'31''$ East, 131.00 feet; thence South $07^{\circ}46'11''$ East, 117.97 feet; thence South $08^{\circ}25'51''$ West, 148.31 feet; thence 133.39 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $38^{\circ}12'49''$, and a chord bearing and distance of North $79^{\circ}19'26''$ East, 130.93 feet; thence North $60^{\circ}13'02''$ East, 18.96 feet; thence North $29^{\circ}46'58''$ West, 164.00 feet; thence North $60^{\circ}13'02''$ East, 142.56 feet; thence North $30^{\circ}36'47''$ East, 379.96 feet; thence North $69^{\circ}27'52''$ East, 308.04 feet; thence 19.07 feet along a curve to the right, said curve having a radius of 60.00 feet, a central angle of $18^{\circ}12'50''$, and a chord bearing and distance of North $44^{\circ}18'19''$ East, 18.99 feet; thence North $36^{\circ}35'16''$ West, 120.00 feet; thence North $53^{\circ}24'44''$ East, 58.45 feet; thence North $89^{\circ}23'20''$ East, 116.89 feet; thence South $54^{\circ}38'04''$ East, 147.05 feet, to the East line of said Section 1, and the Westerly line of "Thornridge Sub. No. 3", as recorded in Liber 202 of Plats, on Pages 18, 19 and 20, Oakland County Records; thence South $02^{\circ}13'06''$ East, 838.84 feet, along the East line of said Section 1, the Westerly line of said "Thornridge Sub. No. 3" (recorded as North $01^{\circ}55'38''$ West), and the Westerly line of said "Thornridge Sub. No. 6" (recorded as North $01^{\circ}55'38''$ West), to the point of beginning. All of the above containing 16.730 Acres. All of the above being subject to all easements and restrictions of record; AND ALSO, a part of the Southeast $\frac{1}{4}$ of Section 1, Town 3 North, Range 10 East, City of Auburn Hills,

Oakland County, Michigan; more particularly described as commencing at said point "A"; thence South 61°12'22" West, 91.44 feet; thence 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 39°55'20" and a chord bearing and distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 66°03'48", and a chord bearing an distance of North 02°02'21" West, 218.04 feet; thence 133.84 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 29°29'39", and a chord bearing and distance of South 71°23'11" West, 132.37 feet, to the POINT OF BEGINNING; thence South 13°39'16" West, 175.00 feet; thence North 83°12'55" West, 120.33 feet; thence North 59°29'10" West, 211.95 feet; thence North 78°25'46" West, 315.00 feet; thence North 11°34'14" East, 164.00 feet; thence North 78°25'46" West, 47.22 feet; thence North 11°34'14" East, 232.50 feet; thence North 28°35'06" East, 94.17 feet; thence North 35°38'46" East, 65.67 feet; thence North 72°20'13" East, 105.00 feet; thence South 87°32'43" East, 65.73 feet; thence South 72°25'46" East, 118.30 feet; thence South 19°35'09" East, 123.65 feet; thence South 11°34'14" West, 141.02 feet; thence South 25°03'58" West, 128.55 feet; thence South 11°50'19" West, 60.00 feet; thence South 78°25'46" East, 35.27 feet; thence 100.86 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing an distance of South 63°58'57" East, 99.79 feet; thence 201.17 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 44°19'51", and a chord bearing and distance of South 71°42'04" East, 196.19 feet, to the point of beginning. All of the above containing 6.067 Acres. All of the above being subject to all easements and restrictions of record.

4. Article XI, Paragraph (d) of the original Master Deed is amended and restated as follows:

"(d) The land which may be added to the Condominium (herein referred to as the "Additional Land") is referred to in the Plan as the proposed future development area, and is situated in Auburn Hills, Oakland County, Michigan, being more specifically described as follows:

A part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60' 1/2 right of way); thence North 89°25'46" West, 345.10 feet, along the Northerly right of way of said Tienken Road, to the POINT OF BEGINNING; thence North 00°34'14" East, 115.54 feet; thence 223.33 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 49°12'55", and a chord bearing and distance of North 76°40'08" West, 216.53 feet; thence North 52°03'41" West, 30.38 feet;

thence 71.03 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $15^{\circ}39'10''$, and a chord bearing and distance of South $52^{\circ}23'27''$ West, 70.81 feet; thence South $60^{\circ}13'02''$ West, 154.56 feet; thence 242.11 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $53^{\circ}21'12''$, and a chord bearing and distance of South $86^{\circ}53'38''$ West, 233.46 feet; thence North $66^{\circ}25'46''$ West, 119.56 feet; thence South $23^{\circ}34'14''$ West, 99.59 feet, to the Northerly right of way of said Tienken Road; thence South $89^{\circ}25'46''$ East, 806.30 feet, along the Northerly right of way of said Tienken Road, to the point of beginning. All of the above containing 1.592 Acres. AND ALSO, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North $02^{\circ}13'06''$ West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North $01^{\circ}55'38''$ West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60' 1/2 right of way); thence North $89^{\circ}25'46''$ West, 1481.57 feet, along the Northerly right of way of said Tienken Road, to the POINT OF BEGINNING; thence continuing North $89^{\circ}25'46''$ West, 96.00 feet, along the Northerly right of way of said Tienken Road; thence South $00^{\circ}34'14''$ West, 60.00 feet, to the South line of said Section 1, the centerline of said Tienken Road, and the Northerly line of "Hitchman's Squirrel Road Estates", as recorded in Liber 67 of Plats, on Page 5, Oakland County Records; thence North $89^{\circ}25'46''$ West, 955.67 feet, along the South line of said Section 1, the centerline of said Tienken Road, and the Northerly line of said "Hitchman's Squirrel Road Estates" (recorded as South $88^{\circ}21'$ East), to the South 1/4 Corner of said Section 1; thence North $01^{\circ}33'26''$ West, 2683.48 feet, along the North and South 1/4 line of said Section 1 and the centerline of Squirrel Road, to the Center of said Section 1; thence South $88^{\circ}48'06''$ East, 2506.65 feet, along the East and West 1/4 line of said Section 1, to the Southeast corner of "Hawthorn Forest", as recorded in Liber 225 of Plats, on Pages 24, 25, 26, 27, 28, 29 and 30, of Oakland County Records, and a point on the Westerly line of "Hawthorn Hills No. 5", as recorded in Liber 198 of Plats, on Pages 36, 37 and 38, Oakland County Records, and to the East 1/4 Corner of said Section 1; thence South $02^{\circ}13'06''$ East, 1758.40 feet, along the East line of said Section 1, the Westerly line of said "Hawthorn Hills No. 5" (recorded as North $02^{\circ}15'25''$ West), and the Westerly line of "Thornridge Sub. No. 3" (recorded as North $01^{\circ}55'38''$ West), as recorded in Liber 202 of Plats, on Pages 18, 19 and 20, Oakland County Records; thence North $54^{\circ}38'04''$ West, 147.05 feet; thence South $89^{\circ}23'20''$ West, 116.89 feet; thence South $53^{\circ}24'44''$ West, 58.45 feet; thence South $36^{\circ}35'16''$ East, 120.00 feet; thence 19.07 feet along a curve to the left, said curve having a radius of 60.00 feet, a central angle of $18^{\circ}12'50''$, and a chord bearing and distance of South $44^{\circ}18'19''$ West, 18.99 feet; thence South $69^{\circ}27'52''$ West, 308.04 feet; thence South $30^{\circ}36'47''$ West, 379.96 feet; thence South $60^{\circ}13'02''$ West, 142.56 feet; thence South $29^{\circ}46'58''$ East, 164.00 feet; thence South $60^{\circ}13'02''$ West, 18.96 feet; thence 133.39 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of $38^{\circ}12'49''$, and

a chord bearing and distance of South 79°19'26" West, 130.93 feet; thence North 08°25'51" East, 148.31 feet; thence North 07°46'11" West, 117.97 feet; thence South 64°14'31" West, 131.00 feet; thence 10.45 feet along a curve to the left, said curve having a radius of 60.00 feet, a central angle of 09°58'32", and a chord bearing and distance of North 30°44'45" West, 10.43 feet; thence North 54°15'59" East, 126.88 feet; thence North 51°19'53" West, 117.12 feet; thence South 87°54'38" West, 117.12 feet; thence South 76°31'10" West, 143.70 feet; thence South 81°04'14" West, 248.21 feet, to point "A"; thence South 08°55'46" East, 323.96 feet; thence 47.42 feet along a curve to the right, said curve having a radius of 286.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 47.37 feet, to the point of beginning. All of the above containing 133.890 Acres; EXCEPT THAT PART DESCRIBED AS: A part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at said point "A"; thence South 61°12'22" West, 91.44 feet; thence 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 39°55'20" and a chord bearing and distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 66°03'48", and a chord bearing and distance of North 02°02'21" West, 218.04 feet; thence 133.84 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 29°29'39", and a chord bearing and distance of South 71°23'11" West, 132.37 feet, to the POINT OF BEGINNING; thence South 13°39'16" West, 175.00 feet; thence North 83°12'55" West, 120.33 feet; thence North 59°29'10" West, 211.95 feet; thence North 78°25'46" West, 315.00 feet; thence North 11°34'14" East, 164.00 feet; thence North 78°25'46" West, 47.22 feet; thence North 11°34'14" East, 232.50 feet; thence North 28°35'06" East, 94.17 feet; thence North 35°38'46" East, 65.67 feet; thence North 72°20'13" East, 105.00 feet; thence South 87°32'43" East, 65.73 feet; thence South 72°25'46" East, 118.30 feet; thence South 19°35'09" East, 123.65 feet; thence South 11°34'14" West, 141.02 feet; thence South 25°03'58" West, 128.55 feet; thence South 11°50'19" West, 60.00 feet; thence South 78°25'46" East, 35.27 feet; thence 100.86 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of South 63°58'57" East, 99.79 feet; thence 201.17 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 44°19'51", and a chord bearing and distance of South 71°42'04" East, 196.19 feet, to the point of beginning. All of the above containing 6.067 Acres. The resultant area of this parcel contains 127.823 Acres. All of the above being subject to the rights of the public in Tienken Road and Squirrel Road. All of the above being subject to easements, restrictions, and right-of-ways of record.

5. The Condominium is subject to the easements, restrictions and agreement described in Article VII of the original Master Deed. In addition, the following new Paragraph (i):

"(i) As provided in the Declaration, Developer has granted, for the benefit of all

Co-owners of the Condominium, their successors and assigns, and the Additional Land, a perpetual easement for ingress and egress and access to the Community Areas and Facilities over the following described parcel:

A part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way Tienken Road (60' 1/2 right of way); thence North 89°25'46" West, 1481.57 feet, along the Northerly right of way of said Tienken Road, to the **POINT OF BEGINNING**; thence continuing North 89°25'46" West, 96.00 feet, along the Northerly right of way of said Tienken Road; thence 31.50 feet along a curve to the left, said curve having a radius of 190.00 feet, a central angle of 09°30'00", and a chord bearing and distance of North 04°10'46" West, 31.47 feet; thence North 08°55'46" West, 99.39 feet; thence North 00°32'33" East, 60.77 feet; thence North 08°55'46" West, 133.57 feet; thence 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 39°55'20" and a chord bearing and distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 66°03'48", and a chord bearing and distance of North 02°02'21" West, 218.04 feet; thence 335.01 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 73°49'30", and a chord bearing and distance of North 86°26'53" West, 312.31 feet; thence 100.86 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of North 63°58'57" West, 99.79 feet; thence North 78°25'46" West, 35.27 feet; thence North 11°50'19" East, 60.00 feet; thence North 25°03'58" East, 128.55 feet; thence North 11°34'14" East, 141.02 feet; thence North 19°35'09" West, 123.65 feet; thence South 72°25'46" East, 37.76 feet; thence North 17°34'14" East, 37.25 feet; thence South 72°25'46" East, 437.38 feet; thence South 13°36'43" West, 87.75 feet; thence South 13°39'16" West, 227.92 feet; thence South 48°45'58" East, 60.00 feet; thence 9.60 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 02°06'57" and a chord bearing and distance of South 42°17'31" West, 9.60 feet; thence 304.96 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 67°12'15" and a chord bearing and distance of South 02°36'34" East, 287.78 feet; thence South 30°59'34" West, 516.29 feet; thence 139.35 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 39°55'20", and a chord bearing and distance of South 11°01'54" West, 136.55 feet; thence South 08°55'46" East, 323.96 feet; thence 47.42 feet along a curve to the right, said curve having a radius of 286.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 47.37 feet, to the point of beginning. All of the above containing 6.746 Acres. All of the above being subject to all easements

and restrictions of record.

6. Except as expressly amended herein, all other terms and provisions of the original Master Deed and its exhibits, as amended, shall continue in full force and effect, including without limitation those provisions which permit Developer to make future amendments to the Master Deed.

IN WITNESS WHEREOF, Developer has caused this First Amendment of Master Deed to be executed the day and year first above written.

WITNESS:

SIGNED BY:

HERITAGE OF AUBURN HILLS, L.L.C.,
a Michigan limited liability company

/s/ Donald J. Koestler Jr.
* Donald J. Koestler

/s/ Sherry Smith
* Sherry Smith

By /s/ James G. Migliore
James G. Migliore
Its: Authorized Member

STATE OF NEW JERSEY)
) ss.
COUNTY OF OCEAN)

The foregoing instrument was acknowledged before me this 11th day of March, 1999, by James G. Migliore, who is the Authorized Member of Heritage of Auburn Hills, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

/s/ Diane Penilla

Notary Public, Ocean County, New Jersey
My Commission Expires: 12/24/03

* Please print or type name of person signing (in black ink only).

DRAFTED BY AND WHEN RECORDED RETURN TO:

Kevin Kohls, Esq.
Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, Michigan 48226

*Recorded on September 16, 1999
in Liber 20549, pages 55 through
75. Oakland County Records*

**SECOND AMENDMENT OF MASTER DEED
AND
REPLAT NO. 2**

**HERITAGE IN THE HILLS
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1133**

THIS SECOND AMENDMENT OF MASTER DEED ("Second Amendment") is made and executed this 29th day of July, 1999, by **HERITAGE OF AUBURN HILLS, L.L.C.**, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 30840 Northwestern Highway, Suite 270, Farmington Hills, Michigan 48334.

WITNESSETH:

WHEREAS, Developer made and recorded a condominium Master Deed establishing Heritage in the Hills (the "Condominium") as Oakland County Condominium Subdivision Plan No. 1133 situated in the City of Auburn Hills, which Master Deed was recorded on August 14, 1998 in Liber 18833, Pages 594 through 664, Oakland County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded on April 9, 1999 in Liber 19816, Pages 159 through 183, Oakland County Records (collectively, the "Master Deed");

WHEREAS, Developer declared in the Master Deed the right, without the consent of any other person, to modify the size of the Condominium, and related common elements and easements benefiting the Condominium, and Developer intends by this Second Amendment to expand the size of the Condominium by increasing the number of Units from 87 Units to 139 Units, and to revise the description of the Additional Land and the Easement for Ingress/Egress; and

WHEREAS, Developer made and recorded a Declaration of Covenants, Conditions and Restrictions for the Condominium, which Declaration was recorded on August 20, 1998 in Liber 18858, Page 559, Oakland County Records, as amended by First Amendment of Declaration of Covenants, Conditions and Restrictions recorded on April 9, 1999 in Liber 19816, Pages 156 through 158, Oakland County Records (collectively, the "Declaration").

NOW, THEREFORE, Developer hereby amends the Master Deed as follows:

1. The Condominium Subdivision Plan sheets attached hereto, designated on the cover sheet as "Replat No. 2", and sheets 4,7,8,9,10,11,12,13,14 and 15 recorded with the First Amendment of Master Deed in Liber 19816, Pages 169, and 172 through 180, inclusive, Oakland County Records.

2. Article II of the Master Deed which described the land comprising the Condominium is amended in its entirety in order to add land to that comprising the Condominium to the effect that the land comprising the Condominium is now described as follows:

A part of the Southeast $\frac{1}{4}$ of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North $02^{\circ}13'06''$ West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North $01^{\circ}55'38''$ West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60' $\frac{1}{2}$ right of way), and the POINT OF BEGINNING; thence North $89^{\circ}25'46''$ West, 345.10 feet, along the Northerly right of way of said Tienken Road; thence North $00^{\circ}34'14''$ East, 115.54 feet; thence 223.33 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $49^{\circ}12'55''$, and a chord bearing and distance of North $76^{\circ}40'08''$ West, 216.53 feet; thence North $52^{\circ}03'41''$ West, 30.38 feet; thence 71.03 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $15^{\circ}39'10''$, and a chord bearing and distance of South $52^{\circ}23'27''$ West, 70.81 feet; thence South $60^{\circ}13'02''$ West, 154.56 feet; thence 242.11 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $53^{\circ}21'12''$, and a chord bearing and distance of South $86^{\circ}53'38''$ West, 233.46 feet; thence North $66^{\circ}25'46''$ West, 119.56 feet; thence South $23^{\circ}34'14''$ West, 99.59 feet, to the Northerly right of way of said Tienken Road; thence North $89^{\circ}25'46''$ West, 330.17 feet, along the Northerly right of way of said Tienken Road; thence 47.42 feet along a curve to the left, said curve having a radius of 286.00 feet, a central angle of $09^{\circ}30'00''$, and a chord bearing and distance of North $04^{\circ}10'46''$ West, 47.37 feet; thence North $08^{\circ}55'46''$ West, 323.96 feet, to point "A"; thence North $81^{\circ}04'14''$ East, 248.21 feet; thence North $76^{\circ}31'10''$ East, 143.70 feet; thence North $87^{\circ}54'38''$ East, 117.12 feet; thence South $51^{\circ}19'53''$ East, 117.12 feet; thence South $54^{\circ}15'59''$ West, 126.88 feet; thence 10.45 feet along a curve to the right, said curve having a radius of 60.00 feet, a central angle of $09^{\circ}58'32''$, and a chord bearing and distance of South $30^{\circ}44'45''$ East, 10.43 feet; thence North $64^{\circ}14'31''$ East, 131.00 feet; thence South $07^{\circ}46'11''$ East, 117.97 feet; thence South $08^{\circ}25'51''$ West, 148.31 feet; thence 133.39 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $38^{\circ}12'49''$, and a chord bearing and distance of North $79^{\circ}19'26''$ East, 130.93 feet; thence North $60^{\circ}13'02''$ East, 18.96 feet; thence North $29^{\circ}46'58''$ West, 164.00 feet; thence North $60^{\circ}13'02''$ East, 142.56 feet; thence North $30^{\circ}36'47''$ East, 379.96 feet; thence North $69^{\circ}27'52''$ East, 308.04 feet; thence 19.07 feet along a curve to the right, said curve having a radius of 60.00 feet, a central angle of $18^{\circ}12'50''$, and a chord bearing and distance of North $44^{\circ}18'19''$ East, 18.99 feet; thence North $36^{\circ}35'16''$ West, 120.00 feet; thence North $53^{\circ}24'44''$ East, 58.45 feet; thence North $89^{\circ}23'20''$ East, 116.89 feet; thence South $54^{\circ}38'04''$ East, 147.05 feet, to the East line of said Section 1, and the Westerly line of "Thornridge Sub. No. 3", as recorded in Liber 202 of Plats, on Pages 18, 19 and 20, Oakland County Records; thence South $02^{\circ}13'06''$ East, 838.84 feet, along the East line of said Section 1, the Westerly line of said "Thornridge Sub. No. 3" (recorded as North $01^{\circ}55'38''$ West), and the Westerly line of said "Thornridge Sub. No. 6" (recorded as North $01^{\circ}55'38''$ West), to the point of beginning. All of the above containing 16.730 Acres. All of the above being subject to all easements and restrictions of record; AND ALSO, a part of the Southeast $\frac{1}{4}$ of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at said point "A"; thence South $61^{\circ}12'22''$ West, 91.44 feet; thence 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $39^{\circ}55'20''$ and a chord bearing and

distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 66°03'48", and a chord bearing and distance of North 02°02'21" West, 218.04 feet; thence 133.84 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 29°29'39", and a chord bearing and distance of South 71°23'11" West, 132.37 feet, to the POINT OF BEGINNING of this exception; thence South 13°39'16" West, 175.00 feet; thence North 83°12'55" West, 120.33 feet; thence North 59°29'10" West, 211.95 feet; thence North 78°25'46" West, 315.00 feet; thence North 11°34'14" East, 164.00 feet; thence North 78°25'46" West, 47.22 feet; thence North 11°34'14" East, 232.50 feet; thence North 28°35'06" East, 94.17 feet; thence North 35°38'46" East, 65.67 feet; thence North 72°20'13" East, 105.00 feet; thence South 87°32'43" East, 65.73 feet; thence South 72°25'46" East, 118.30 feet; thence South 19°35'09" East, 123.65 feet; thence South 11°34'14" West, 141.02 feet; thence South 25°03'58" West, 128.55 feet; thence South 11°50'19" West, 60.00 feet; thence South 78°25'46" East, 35.27 feet; thence 100.86 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of South 63°58'57" East, 99.79 feet; thence 201.17 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 44°19'51", and a chord bearing and distance of South 71°42'04" East, 196.19 feet, to the point of beginning. All of the above containing 6.067 Acres. AND ALSO, a part of the Southeast ¼ of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at said point "A"; thence 139.35 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 39°55'20", and a chord bearing and distance of North 11°01'54" East, 136.55 feet; thence North 30°59'34" East, 516.29 feet; thence 166.80 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 36°45'28", and a chord bearing and distance of North 12°36'49" East, 163.96 feet, to the POINT OF BEGINNING; thence continuing 138.16 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 30°26'47", and a chord bearing and distance of North 20°59'18" West, 136.54 feet; thence North 39°39'02" West, 60.59 feet; thence 7.11 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 02°02'08", and a chord bearing and distance of North 40°12'58" East, 7.11 feet; thence North 39°11'54" East, 24.54 feet; thence 81.01 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°51'08", and a chord bearing and distance of North 48°07'28" East, 80.68 feet; thence North 32°56'58" West, 160.00 feet; thence North 65°18'39" East, 155.72 feet; thence North 01°44'37" East, 66.57 feet; thence North 50°49'31" West, 57.54 feet; thence North 07°16'53" West, 143.83 feet; thence 185.30 feet, along a curve to the left, said curve having a radius of 220.00 feet, a central angle of 48°15'32", and a chord bearing and distance of North 8°35'21" East, 179.87 feet; thence South 76°23'17" East, 159.05 feet; thence North 81°04'14" East, 53.35 feet; thence North 09°54'50" East, 68.10 feet; thence North 89°34'14" East, 153.73 feet; thence South 49°29'08" East, 80.11 feet; thence North 89°34'14" East, 125.75 feet; thence South 00°25'46" East, 120.00 feet; thence North 89°34'14" East, 60.00 feet; thence South 00°25'46" East, 13.23 feet; thence North 89°34'14" East, 164.00 feet; thence South 00°25'46" East, 113.94 feet; thence South 15°34'37" West, 155.05 feet; thence South 34°56'47" West, 154.08 feet; thence South 49°44'44" West, 158.31 feet; thence South 81°04'14" West, 574.43 feet; thence South 58°07'38" West, 125.79 feet, to the point of beginning. All of the above containing 13.032 Acres. All of

the above being subject to all easements and restrictions of record.

3. Article XI. Paragraph (d) of the Master Deed is amended and restated as follows

(d) The land which may be added to the Condominium (herein referred to as the "Additional Land") is referred to in the Plan as the proposed future development area, and is situated in Auburn Hills, Oakland County, Michigan, being more specifically described as follows:

A part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thorndridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60' 1/2 right of way); thence North 89°25'46" West, 345.10 feet, along the Northerly right of way of said Tienken Road, to the POINT OF BEGINNING; thence North 00°34'14" East, 115.54 feet; thence 223.33 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 49°12'55", and a chord bearing and distance of North 76°40'08" West, 216.53 feet; thence North 52°03'41" West, 30.38 feet; thence 71.03 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 15°39'10", and a chord bearing and distance of South 52°23'27" West, 70.81 feet; thence South 60°13'02" West, 154.56 feet; thence 242.11 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 53°21'12", and a chord bearing and distance of South 86°53'38" West, 233.46 feet; thence North 66°25'46" West, 119.56 feet; thence South 23°34'14" West, 99.59 feet, to the Northerly right of way of said Tienken Road; thence South 89°25'46" East, 806.30 feet, along the Northerly right of way of said Tienken Road, to the point of beginning. All of the above containing 1.592 Acres.

AND ALSO, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thorndridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60' 1/2 right of way); thence North 89°25'46" West, 1481.57 feet, along the Northerly right of way of said Tienken Road, to the POINT OF BEGINNING; thence continuing North 89°25'46" West, 96.00 feet, along the Northerly right of way of said Tienken Road; thence South 00°34'14" West, 60.00 feet, to the South line of said Section 1, the centerline of said Tienken Road, and the Northerly line of "Hitchman's Squirrel Road Estates", as recorded in Liber 67 of Plats, on Page 5, Oakland County Records; thence North 89°25'46" West, 955.67 feet, along the South line of said Section 1, the centerline of said Tienken Road, and the Northerly line of said "Hitchman's Squirrel Road Estates" (recorded as South 88°21' East), to the South 1/4 Corner of said Section 1; thence North 01°33'26" West, 2683.48 feet, along the North and South 1/4 line of said Section 1 and the centerline of Squirrel Road, to the Center of said Section 1; thence South 88°48'06" East, 2506.65 feet, along the East and West 1/4 line of said Section 1, to the Southeast corner of "Hawthorn Forest", as recorded in Liber 225 of Plats, on Pages 24, 25, 26, 27, 28, 29 and 30, of Oakland County Records, and a point on the Westerly line of "Hawthorn Hills No. 5", as recorded in Liber 198 of Plats, on Pages 36, 37 and 38, Oakland County

Records, and to the East 1/4 Corner of said Section 1; thence South 02°13'06" East, 1758.40 feet, along the East line of said Section 1, the Westerly line of said "Hawthorn Hills No. 5" (recorded as North 02°15'25" West), and the Westerly line of "Thornridge Sub. No. 3" (recorded as North 01°55'38" West), as recorded in Liber 202 of Plats, on Pages 18, 19 and 20, Oakland County Records; thence North 54°38'04" West, 147.05 feet; thence South 89°23'20" West, 116.89 feet; thence South 53°24'44" West, 58.45 feet; thence South 36°35'16" East, 120.00 feet; thence 19.07 feet along a curve to the left, said curve having a radius of 60.00 feet, a central angle of 18°12'50", and a chord bearing and distance of South 44°18'19" West, 18.99 feet; thence South 69°27'52" West, 308.04 feet; thence South 30°36'47" West, 379.96 feet; thence South 60°13'02" West, 142.56 feet; thence South 29°46'58" East, 164.00 feet; thence South 60°13'02" West, 18.96 feet; thence 133.39 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 38°12'49", and a chord bearing and distance of South 79°19'26" West, 130.93 feet; thence North 08°25'51" East, 148.31 feet; thence North 07°46'11" West, 117.97 feet; thence South 64°14'31" West, 131.00 feet; thence 10.45 feet along a curve to the left, said curve having a radius of 60.00 feet, a central angle of 09°58'32", and a chord bearing and distance of North 30°44'45" West, 10.43 feet; thence North 54°15'59" East, 126.88 feet; thence North 51°19'53" West, 117.12 feet; thence South 87°54'38" West, 117.12 feet; thence South 76°31'10" West, 143.70 feet; thence South 81°04'14" West, 248.21 feet, to point "A"; thence South 08°55'46" East, 323.96 feet; thence 47.42 feet along a curve to the right, said curve having a radius of 286.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 47.37 feet, to the point of beginning. All of the above containing 133.890 Acres; EXCEPT THAT PART DESCRIBED AS: A part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at said point "A"; thence South 61°12'22" West, 91.44 feet; thence 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 39°55'20" and a chord bearing and distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 66°03'48", and a chord bearing and distance of North 02°02'21" West, 218.04 feet; thence 133.84 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 29°29'39", and a chord bearing and distance of South 71°23'11" West, 132.37 feet, to the POINT OF BEGINNING of this exception; thence South 13°39'16" West, 175.00 feet; thence North 83°12'55" West, 120.33 feet; thence North 59°29'10" West, 211.95 feet; thence North 78°25'46" West, 315.00 feet; thence North 11°34'14" East, 164.00 feet; thence North 78°25'46" West, 47.22 feet; thence North 11°34'14" East, 232.50 feet; thence North 28°35'06" East, 94.17 feet; thence North 35°38'46" East, 65.67 feet; thence North 72°20'13" East, 105.00 feet; thence South 87°32'43" East, 65.73 feet; thence South 72°25'46" East, 118.30 feet; thence South 19°35'09" East, 123.65 feet; thence South 11°34'14" West, 141.02 feet; thence South 25°03'58" West, 128.55 feet; thence South 11°50'19" West, 60.00 feet; thence South 78°25'46" East, 35.27 feet; thence 100.86 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of South 63°58'57" East, 99.79 feet; thence 201.17 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 44°19'51", and a chord bearing and distance of South 71°42'04" East, 196.19 feet, to the point of beginning. This exception contains 6.067 Acres. AND ALSO, EXCEPT THAT PART DESCRIBED AS: A part of

the Southeast ¼ of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at said point "A", thence 139.35 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 39°55'20", and a chord bearing and distance of North 11°01'54" East, 136.55 feet; thence North 30°59'34" East, 516.29 feet; thence 166.80 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 36°45'28", and a chord bearing and distance of North 12°36'49" East, 163.96 feet, to the POINT OF BEGINNING of this exception; thence continuing 138.16 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 30°26'47", and a chord bearing and distance of North 20°59'18" West, 136.54 feet; thence North 39°39'02" West, 60.59 feet; thence 7.11 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 02°02'08", and a chord bearing and distance of North 40°12'58" East, 7.11 feet; thence North 39°11'54" East, 24.54 feet; thence 185.30 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°51'08", and a chord bearing and distance of North 48°07'28" East, 80.68 feet; thence North 32°56'58" West, 160.00 feet; thence North 65°18'39" East, 155.72 feet; thence North 01°44'37" East, 66.57 feet; thence North 50°49'31" West, 57.54 feet; thence North 07°16'53" West, 143.83 feet; thence 185.30 feet, along a curve to the left, said curve having a radius of 220.00 feet, a central angle of 48°15'32", and a chord bearing and distance of North 58°35'21" East, 179.87 feet; thence South 76°23'17" East, 159.05 feet; thence North 81°04'14" East, 53.35 feet; thence North 09°54'50" East, 68.10 feet; thence North 89°34'14" East, 153.73 feet; thence South 49°29'08" East, 80.11 feet; thence North 89°34'14" East, 125.75 feet; thence South 00°25'46" East, 120.00 feet; thence North 89°34'14" East, 60.00 feet; thence South 00°25'46" East, 13.23 feet; thence North 89°34'14" East, 164.00 feet; thence South 00°25'46" East, 113.94 feet; thence South 15°34'37" West, 155.05 feet; thence South 34°56'47" West, 154.08 feet; thence South 49°44'44" West, 158.31 feet; thence South 81°04'14" West, 574.43 feet; thence South 58°07'38" West, 125.79 feet, to the point of beginning. This exception contains 13.032 Acres. The resultant area of this parcel contains 114.791 Acres. All of the above being subject to the rights of the public in Tienken Road and Squirrel Road. All of the above being subject to easements, restrictions and right-of-ways of record.

4. Article VII, Paragraph (i) of the Master Deed is amended and restated as follows:

(i) As provided in the Declaration, Developer has granted, for the benefit of all Co-owners of the Condominium, their successors and assigns, and the Additional Land, a perpetual easement for ingress and egress and access to the Community Areas and Facilities, over the following described parcel:

A part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way Tienken Road (60' 1/2 right of way); thence North 89°25'46" West, 1481.57 feet, along the Northerly right of way of said Tienken Road, to the POINT OF BEGINNING; thence continuing North 89°25'46" West, 96.00 feet, along the Northerly right of way of said Tienken Road; thence 31.50 feet

along a curve to the left, said curve having a radius of 190.00 feet, a central angle of 09°30'00", and a chord bearing and distance of North 04°10'46" West, 31.47 feet; thence North 08°55'46" West, 99.39 feet; thence North 00°32'33" East, 60.77 feet; thence North 08°55'46" West, 133.57 feet; thence 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 39°55'20" and a chord bearing and distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 66°03'48", and a chord bearing and distance of North 02°02'21" West, 218.04 feet; thence 335.01 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 73°49'30", and a chord bearing and distance of North 86°26'53" West, 312.31 feet; thence 100.86 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of North 63°58'57" West, 99.79 feet; thence North 78°25'46" West, 35.27 feet; thence North 11°50'19" East, 60.00 feet; thence North 25°03'58" East, 128.55 feet; thence North 11°34'14" East, 141.02 feet; thence North 19°35'09" West, 123.65 feet; thence South 72°25'46" East, 37.76 feet; thence North 17°34'14" East, 37.25 feet; thence South 72°25'46" East, 437.38 feet; thence South 13°36'43" West, 65.78 feet; thence South 65°18'39" West, 72.44 feet; thence South 32°56'58" East, 160.00 feet; thence 81.01 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 17°51'08", and a chord bearing and distance of South 48°07'28" West, 80.68 feet; thence South 39°11'54" West, 24.54 feet; thence 7.11 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 02°02'08", and a chord bearing and distance of South 40°12'58" West, 7.11 feet; thence South 39°39'02" East, 60.59 feet; thence 304.96 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 67°12'15" and a chord bearing and distance of South 02°36'34" East, 287.78 feet; thence South 30°59'34" West, 516.29 feet; thence 139.35 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 39°55'20", and a chord bearing and distance of South 11°01'54" West, 136.55 feet; thence South 08°55'46" East, 323.96 feet; thence 47.42 feet along a curve to the right, said curve having a radius of 286.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 47.37 feet, to the point of beginning. All of the above containing 6.770 Acres. All of the above being subject to all easements and restrictions of record.

5. Except as expressly amended herein, all other terms and provisions of the Master Deed and its exhibits, as amended, shall continue in full force and effect, including without limitation those provisions which permit Developer to make future amendments to the Master Deed.

6. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Master Deed.

IN WITNESS WHEREOF. Developer has caused this Second Amendment to be executed the day and year first above written.

WITNESS:

SIGNED BY:

HERITAGE OF AUBURN HILLS, L.L.C.,
a Michigan limited liability company

/s/ Sherry Smith
* Sherry Smith

/s/ Yvonne Edgerton
* Yvonne Edgerton

By: /s/ James G. Migliore
James G. Migliore
Its: Authorized Member

STATE OF NEW JERSEY)
) ss.
COUNTY OF OCEAN)

The foregoing instrument was acknowledged before me this 29th day of July, 1999, by James G. Migliore, who is the Authorized Member of Heritage of Auburn Hills, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

/s/ Diane Penilla
* Diane Penilla
Notary Public, Ocean County, New Jersey
My Commission Expires: December 24, 2003

* Please print or type name of person signing (in **black** ink only).

DRAFTED BY AND WHEN RECORDED RETURN TO:

Kevin Kohls, Esq.
Wasinger Kickham and Kohls
100 Beacon Centre
26862 Woodward Avenue
Royal Oak, Michigan 48067-0958

WK001225 BK4 1

*Recorded on January 6, 2000
in Liber 20961, Pages 268 through
298. Oakland County Records*

**THIRD AMENDMENT OF MASTER DEED
AND
REPLAT NO. 3**

**HERITAGE IN THE HILLS
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1133**

THIS THIRD AMENDMENT OF MASTER DEED ("Third Amendment") is made and executed this 13th day of December, 1999, by **HERITAGE OF AUBURN HILLS, L.L.C.**, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 30840 Northwestern Highway, Suite 270, Farmington Hills, Michigan 48334.

WITNESSETH:

WHEREAS, Developer made and recorded a condominium Master Deed establishing Heritage in the Hills (the "Condominium") as Oakland County Condominium Subdivision Plan No. 1133 situated in the City of Auburn Hills, which Master Deed was recorded on August 14, 1998 in Liber 18833, Pages 595 through 664, Oakland County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded on April 9, 1999 in Liber 19816, Pages 159 through 183, Oakland County Records, and Second Amendment of Master Deed and Replat No. 2 recorded on September 16, 1999 in Liber 20549, Pages 55 through 75, Oakland County Records (collectively, the "Master Deed");

WHEREAS, Developer declared in the Master Deed the right, without the consent of any other person, to modify the size of the Condominium, and related common elements and easements benefiting the Condominium, and Developer intends by this Third Amendment to expand the size of the Condominium by increasing the number of Units from 139 Units to 172 Units, and to revise the description of the Additional Land;

WHEREAS, Developer reserved in the Master Deed the right to grant easements, without the consent of any other persons, for, among other things, conservation purposes, and Developer intends, by this Third Amendment to subject certain portions of the Condominium to a proposed easement for conservation; and

WHEREAS, Developer made and recorded a Declaration of Covenants, Conditions and Restrictions for the Condominium, which Declaration was recorded on August 20, 1998 in Liber 18858, Page 559, Oakland County Records, as amended by First Amendment of Declaration of Covenants, Conditions and Restrictions recorded on April 9, 1999 in Liber 19816, Pages 156 through 158, Oakland County Records, and Second Amendment of Declaration of Covenants, Conditions and Restrictions recorded on September 16, 1999 in Liber 20549, Pages 48 through 54, Oakland County Records (collectively, the "Declaration").

NOW, THEREFORE. Developer hereby amends the Master Deed as follows:

1. The Condominium Subdivision Plan shall consist of the Plan sheets attached hereto, designated on the cover sheet as "Replat No. 3", and sheets 4, 7, 8, 9, 10, 11, 12, 13, 14 and 15 recorded with the First Amendment of Master Deed in Liber 19816, Pages 169, and 172 through 180, inclusive, Oakland County Records, and sheets 16, 17, 18 and 19 recorded with the Second Amendment of Master Deed in Liber 20549, Pages 70-73, inclusive, Oakland County Records.

2. Article II of the Master Deed, which describes the land comprising the Condominium, is amended in its entirety in order to add land to that comprising the Condominium to the effect that the land comprising the Condominium is now described as follows:

A part of the Southeast ¼ of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60' ½ right of way), and the POINT OF BEGINNING; thence North 89°25'46" West, 345.10 feet, along the Northerly right of way of said Tienken Road; thence North 00°34'14" East, 115.54 feet; thence 223.33 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 49°12'55", and a chord bearing and distance of North 76°40'08" West, 216.53 feet; thence North 52°03'41" West, 30.38 feet; thence 71.03 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 15°39'10", and a chord bearing and distance of South 52°23'27" West, 70.81 feet; thence South 60°13'02" West, 154.56 feet; thence 242.11 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 53°21'12", and a chord bearing and distance of South 86°53'38" West, 233.46 feet; thence North 66°25'46" West, 119.56 feet; thence South 23°34'14" West, 99.59 feet, to the Northerly right of way of said Tienken Road; thence North 89°25'46" West, 330.17 feet, along the Northerly right of way of said Tienken Road; thence 47.42 feet along a curve to the left, said curve having a radius of 286.00 feet, a central angle of 09°30'00", and a chord bearing and distance of North 04°10'46" West, 47.37 feet; thence North 08°55'46" West, 323.96 feet, to point "A"; thence North 81°04'14" East, 248.21 feet; thence North 76°31'10" East, 143.70 feet; thence North 87°54'38" East, 117.12 feet; thence South 51°19'53" East, 117.12 feet; thence South 54°15'59" West, 126.88 feet; thence 10.45 feet along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 09°58'32", and a chord bearing and distance of South 30°44'45" East, 10.43 feet; thence North 64°14'31" East, 131.00 feet; thence South 07°46'11" East, 117.97 feet; thence South 08°25'51" West, 148.31 feet; thence 133.39 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 38°12'49", and a chord bearing and distance of North 79°19'26" East, 130.93 feet; thence North 60°13'02" East, 18.96 feet; thence North 29°46'58" West, 164.00 feet; thence North 60°13'02" East, 142.56 feet; thence North 30°36'47" East, 379.96 feet; thence North 69°27'52" East, 308.04 feet; thence 19.07 feet along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 18°12'50", and a chord bearing and distance of North 44°18'19" East, 18.99 feet; thence North 36°35'16" West, 120.00 feet; thence North 53°24'44" East, 58.45

feet; thence North 89°23'20" East, 116.89 feet; thence South 54°38'04" East, 147.05 feet, to the East line of said Section 1, and the Westerly line of "Thornridge Sub. No. 3", as recorded in Liber 202 of Plats, on Pages 18, 19 and 20, Oakland County Records; thence South 02°13'06" East, 838.84 feet, along the East line of said Section 1, the Westerly line of said "Thornridge Sub. No. 3" (recorded as North 01°55'38" West), and the Westerly line of said "Thornridge Sub. No. 6" (recorded as North 01°55'38" West), to the point of beginning. All of the above containing 16.730 Acres. All of the above being subject to all easements and restrictions of record; **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at said point "A"; thence South 61°12'22" West, 91.44 feet; thence 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 39°55'20" and a chord bearing and distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 66°03'48", and a chord bearing and distance of North 02°02'21" West, 218.04 feet; thence 133.84 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 29°29'39", and a chord bearing and distance of South 71°23'11" West, 132.37 feet, to the POINT OF BEGINNING; thence South 13°39'16" West, 175.00 feet; thence North 83°12'55" West, 120.33 feet; thence North 59°29'10" West, 211.95 feet; thence North 78°25'46" West, 315.00 feet; thence North 11°34'14" East, 164.00 feet; thence North 78°25'46" West, 47.22 feet; thence North 11°34'14" East, 232.50 feet; thence North 28°35'06" East, 94.17 feet; thence North 35°38'46" East, 65.67 feet; thence North 72°20'13" East, 105.00 feet; thence South 87°32'43" East, 65.73 feet; thence South 72°25'46" East, 118.30 feet; thence South 19°35'09" East, 123.65 feet; thence South 11°34'14" West, 141.02 feet; thence South 25°03'58" West, 128.55 feet; thence South 11°50'19" West, 60.00 feet; thence South 78°25'46" East, 35.27 feet; thence 100.86 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of South 63°58'57" East, 99.79 feet; thence 201.17 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 44°19'51", and a chord bearing and distance of South 71°42'04" East, 196.19 feet, to the point of beginning. All of the above containing 6.067 Acres. **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at said point "A"; thence 139.35 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 39°55'20", and a chord bearing and distance of North 11°01'54" East, 136.55 feet; thence North 30°59'34" East, 516.29 feet; thence 166.80 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 36°45'28", and a chord bearing and distance of North 12°36'49" East, 163.96 feet, to the POINT OF BEGINNING; thence continuing 138.16 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 30°26'47", and a chord bearing and distance of North 20°59'18" West, 136.54 feet; thence North 39°39'02" West, 60.59 feet; thence 7.11 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 02°02'08", and a chord bearing and distance of North 40°12'58" East, 7.11 feet; thence North 39°11'54" East, 24.54 feet; thence 81.01 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°51'08", and a chord bearing and distance of North 48°07'28" East, 80.68 feet; thence North 32°56'58" West, 160.00 feet; thence North

65°18'39" East, 155.72 feet; thence North 01°44'37" East, 66.57 feet; thence North 50°49'31" West, 57.54 feet; thence North 07°16'53" West, 143.83 feet; thence 185.30 feet, along a curve to the left, said curve having a radius of 220.00 feet, a central angle of 48°15'32", and a chord bearing and distance of North 8°35'21" East, 179.87 feet; thence South 76°23'17" East, 159.05 feet; thence North 81°04'14" East, 53.35 feet; thence North 09°54'50" East, 68.10 feet; thence North 89°34'14" East, 153.73 feet; thence South 49°29'08" East, 80.11 feet; thence North 89°34'14" East, 125.75 feet; thence South 00°25'46" East, 120.00 feet; thence North 89°34'14" East, 60.00 feet; thence South 00°25'46" East, 13.23 feet; thence North 89°34'14" East, 164.00 feet; thence South 00°25'46" East, 113.94 feet; thence South 15°34'37" West, 155.05 feet; thence South 34°56'47" West, 154.08 feet; thence South 49°44'44" West, 158.31 feet; thence South 81°04'14" West, 574.43 feet; thence South 58°07'38" West, 125.79 feet, to the point of beginning. All of the above containing 13.032 Acres. **AND ALSO,** a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60 foot 1/2 right of way); thence North 89°25'46" West, 1577.57 feet, along the Northerly right of way of said Tienken Road, to the POINT OF BEGINNING; thence continuing North 89°25'46" West, 331.46 feet, along the Northerly right of way of said Tienken Road; thence North 06°14'46" East, 121.87 feet; thence 72.71 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 16°01'22", and a chord bearing and distance of North 75°44'33" West, 72.47 feet; thence South 33°44'17" West, 93.02 feet; thence South 25°50'22" West, 66.97 feet to the Northerly right of way of said Tienken Road; thence North 89°25'46" West, 122.22 feet, along the Northerly right of way of said Tienken Road; thence North 35°46'09" West, 169.88 feet; thence North 13°25'46" West, 315.00 feet; thence North 36°01'19" West, 113.73 feet; thence North 02°45'07" East, 198.50 feet; thence South 60°42'16" East, 157.98 feet; thence 168.96 feet, along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 161°20'56", and a chord bearing and distance of South 70°01'48" East, 118.41 feet; thence 33.06 feet, along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 45°05'57", and a chord bearing and distance of South 11°54'18" East, 32.21 feet; thence South 34°27'16" East, 6.94 feet; thence 55.27 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°10'48", and a chord bearing and distance of South 28°21'53" East, 55.17 feet; thence North 76°34'14" East, 70.66 feet; thence 20.07 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 04°25'25", and a chord bearing and distance of North 78°46'57" East, 20.07 feet; thence North 09°00'21" West, 166.27 feet; thence North 76°34'14" East, 80.95 feet; thence South 75°24'58" East, 160.28 feet; thence South 56°15'43" East, 185.57 feet; thence South 33°44'17" West, 165.00 feet; thence South 56°15'43" East, 41.47 feet; thence 110.86 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 31°45'33", and a chord bearing and distance of South 72°08'30" East, 109.45 feet; thence 60.13 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 13°15'06", and a chord bearing and distance of South 02°17'40" West, 60.00 feet; thence 143.79 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 31°41'11", and a chord bearing and distance of North 72°06'19" West, 141.96 feet; thence North

56°15'43" West, 26.47 feet; thence South 33°44'17" West, 255.24 feet; thence 47.78 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 13°41'12", and a chord bearing and distance of South 82°35'10" East, 47.66 feet; thence South 89°25'46" East, 113.74 feet; thence North 00°34'14" East, 122.55 feet; thence North 86°09'20" East, 140.70 feet; thence South 08°55'46" East, 124.95 feet; thence South 00°32'33" West, 60.77 feet; thence South 08°55'46" East, 99.39 feet; thence 31.50 feet, along a curve to the right, said curve having a radius of 190.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 31.47 feet, to the point of beginning. All of the above containing 9.463 Acres. All of the above being subject to all easements and restrictions of record.

3. Article VII of the Master Deed is amended to include the following Paragraph at the end of Article VII:

(i) The proposed conservation easement areas shown on the Plan as affecting Units 7 through 10, inclusive, 13 through 17, inclusive, 19 through 30, inclusive, 67 through 74, inclusive, 88 through 92, inclusive, 94 through 107, inclusive, 149 through 155, inclusive, 158, 159, 162 and 163, shall be preserved in perpetuity in their natural state. Other than utility improvements installed without detriment to the conservation easement areas, the Association and all Co-owners shall refrain from constructing or placing any structure on, or otherwise altering or developing, the proposed conservation easement areas.

4. Article XI, Paragraph (d) of the Master Deed is amended and restated as follows:

(d) The land which may be added to the Condominium (herein referred to as the "Additional Land") is referred to in the Plan as the proposed future development area, and is situated in Auburn Hills, Oakland County, Michigan, being more specifically described as follows:

A part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thorndridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60 foot 1/2 right of way); thence North 89°25'46" West, 345.10 feet, along the Northerly right of way of said Tienken Road, to the POINT OF BEGINNING; thence North 00°34'14" East, 115.54 feet; thence 223.33 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 49°12'55", and a chord bearing and distance of North 76°40'08" West, 216.53 feet; thence North 52°03'41" West, 30.38 feet; thence 71.03 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 15°39'10", and a chord bearing and distance of South 52°23'27" West, 70.81 feet; thence South 60°13'02" West, 154.56 feet; thence 242.11 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 53°21'12", and a chord bearing and distance of South 86°53'38" West, 233.46 feet; thence North 66°25'46" West, 119.56 feet; thence South 23°34'14" West, 99.59 feet, to the Northerly right of way of said Tienken Road; thence South 89°25'46" East, 806.30 feet, along the Northerly right of way of said Tienken Road, to the point of beginning. All of the

above containing 1.592 Acres. **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60 foot 1/2 right of way); thence North 89°25'46" West, 1481.57 feet, along the Northerly right of way of said Tienken Road, to the POINT OF BEGINNING; thence continuing North 89°25'46" West, 565.29 feet, along the Northerly right of way of said Tienken Road; thence South 00°34'14" West, 60.00 feet, to the South line of said Section 1, the centerline of said Tienken Road, and the Northerly line of "Hitchman's Squirrel Road Estates", as recorded in Liber 67 of Plats, on Page 5, Oakland County Records; thence North 89°25'46" West, 364.16 feet, along the South line of said Section 1, the centerline of said Tienken Road, and the Northerly line of said "Hitchman's Squirrel Road Estates" (recorded as South 88°21' East), to the South 1/4 Corner of said Section 1; thence North 01°33'26" West, 2683.48 feet, along the North and South 1/4 line of said Section 1 and the centerline of Squirrel Road, to the Center of said Section 1; thence South 88°48'06" East, 2506.65 feet, along the East and West 1/4 line of said Section 1, to the Southeast corner of "Hawthorn Forest", as recorded in Liber 225 of Plats, on Pages 24, 25, 26, 27, 28, 29 and 30, of Oakland County Records, and a point on the Westerly line of "Hawthorn Hills No. 5", as recorded in Liber 198 of Plats, on Pages 36, 37 and 38, Oakland County Records, and to the East 1/4 Corner of said Section 1; thence South 02°13'06" East, 1758.40 feet, along the East line of said Section 1, the Westerly line of said "Hawthorn Hills No. 5" (recorded as North 02°15'25" West), and the Westerly line of "Thornridge Sub. No. 3" (recorded as North 01°55'38" West), as recorded in Liber 202 of Plats, on Pages 18, 19 and 20, Oakland County Records; thence North 54°38'04" West, 147.05 feet; thence South 89°23'20" West, 116.89 feet; thence South 53°24'44" West, 58.45 feet; thence South 36°35'16" East, 120.00 feet; thence 19.07 feet along a curve to the left, said curve having a radius of 60.00 feet, a central angle of 18°12'50", and a chord bearing and distance of South 44°18'19" West, 18.99 feet; thence South 69°27'52" West, 308.04 feet; thence South 30°36'47" West, 379.96 feet; thence South 60°13'02" West, 142.56 feet; thence South 29°46'58" East, 164.00 feet; thence South 60°13'02" West, 18.96 feet; thence 133.39 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 38°12'49", and a chord bearing and distance of South 79°19'26" West, 130.93 feet; thence North 08°25'51" East, 148.31 feet; thence North 07°46'11" West, 117.97 feet; thence South 64°14'31" West, 131.00 feet; thence 10.45 feet along a curve to the left, said curve having a radius of 60.00 feet, a central angle of 09°58'32", and a chord bearing and distance of North 30°44'45" West, 10.43 feet; thence North 54°15'59" East, 126.88 feet; thence North 51°19'53" West, 117.12 feet; thence South 87°54'38" West, 117.12 feet; thence South 76°31'10" West, 143.70 feet; thence South 81°04'14" West, 248.21 feet, to point "A"; thence South 08°55'46" East, 323.96 feet; thence 47.42 feet along a curve to the right, said curve having a radius of 286.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 47.37 feet, to the point of beginning. All of the above containing 133.075 Acres; EXCEPT THAT PART DESCRIBED AS: A part of the Southeast 1/4 of Section 1, Town 3 North, Range 10

East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at said point "A"; thence South 61°12'22" West, 91.44 feet; thence 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 39°55'20" and a chord bearing and distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 66°03'48", and a chord bearing and distance of North 02°02'21" West, 218.04 feet; thence 133.84 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 29°29'39", and a chord bearing and distance of South 71°23'11" West, 132.37 feet, to the POINT OF BEGINNING of this exception; thence South 13°39'16" West, 175.00 feet; thence North 83°12'55" West, 120.33 feet; thence North 59°29'10" West, 211.95 feet; thence North 78°25'46" West, 315.00 feet; thence North 11°34'14" East, 164.00 feet; thence North 78°25'46" West, 47.22 feet; thence North 11°34'14" East, 232.50 feet; thence North 28°35'06" East, 94.17 feet; thence North 35°38'46" East, 65.67 feet; thence North 72°20'13" East, 105.00 feet; thence South 87°32'43" East, 65.73 feet; thence South 72°25'46" East, 118.30 feet; thence South 19°35'09" East, 123.65 feet; thence South 11°34'14" West, 141.02 feet; thence South 25°03'58" West, 128.55 feet; thence South 11°50'19" West, 60.00 feet; thence South 78°25'46" East, 35.27 feet; thence 100.86 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of South 63°58'57" East, 99.79 feet; thence 201.17 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 44°19'51", and a chord bearing and distance of South 71°42'04" East, 196.19 feet, to the point of beginning. This exception contains 6.067 Acres. **AND ALSO, EXCEPT THAT PART DESCRIBED AS:** A part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at said point "A"; thence 139.35 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 39°55'20", and a chord bearing and distance of North 11°01'54" East, 136.55 feet; thence North 30°59'34" East, 516.29 feet; thence 166.80 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 36°45'28", and a chord bearing and distance of North 12°36'49" East, 163.96 feet, to the POINT OF BEGINNING of this exception; thence continuing 138.16 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 30°26'47", and a chord bearing and distance of North 20°59'18" West, 136.54 feet; thence North 39°39'02" West, 60.59 feet; thence 7.11 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 02°02'08", and a chord bearing and distance of North 40°12'58" East, 7.11 feet; thence North 39°11'54" East, 24.54 feet; thence 185.30 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°51'08", and a chord bearing and distance of North 48°07'28" East, 80.68 feet; thence North 32°56'58" West, 160.00 feet; thence North 65°18'39" East, 155.72 feet; thence North 01°44'37" East, 66.57 feet; thence North 50°49'31" West, 57.54 feet; thence North 07°16'53" West, 143.83 feet; thence 185.30 feet, along a curve to the left, said curve having a radius of 220.00 feet, a central angle of 48°15'32", and a chord bearing and distance of North 58°35'21" East, 179.87 feet; thence South 76°23'17" East, 159.05 feet; thence North 81°04'14" East, 53.35 feet; thence North 09°54'50" East, 68.10 feet; thence North 89°34'14" East, 153.73 feet; thence South 49°29'08" East, 80.11 feet; thence North 89°34'14" East, 125.75 feet; thence South 00°25'46" East, 120.00

feet; thence North 89°34'14" East, 60.00 feet; thence South 00°25'46" East, 13.23 feet; thence North 89°34'14" East, 164.00 feet; thence South 00°25'46" East, 113.94 feet; thence South 15°34'37" West, 155.05 feet; thence South 34°56'47" West, 154.08 feet; thence South 49°44'44" West, 158.31 feet; thence South 81°04'14" West, 574.43 feet; thence South 58°07'38" West, 125.79 feet, to the point of beginning. This exception contains 13.032 Acres. **AND ALSO, EXCEPT THAT PART DESCRIBED AS:** A part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60 ½ right of way); thence North 89°25'46" West, 1577.57 feet, along the Northerly right of way of said Tienken Road, to the POINT OF BEGINNING; thence continuing North 89°25'46" West, 331.46 feet, along the Northerly right of way of said Tienken Road; thence North 06°14'46" East, 121.87 feet; thence 72.71 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 16°01'22", and a chord bearing and distance of North 75°44'33" West, 72.47 feet; thence South 33°44'17" West, 93.02 feet; thence South 25°50'22" West, 66.97 feet to the Northerly right of way of said Tienken Road; thence North 89°25'46" West, 122.22 feet, along the Northerly right of way of said Tienken Road; thence North 35°46'09" West, 169.88 feet; thence North 13°25'46" West, 315.00 feet; thence North 36°01'19" West, 113.73 feet; thence North 02°45'07" East, 198.50 feet; thence South 60°42'16" East, 157.98 feet; thence 168.96 feet, along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 161°20'56", and a chord bearing and distance of South 70°01'48" East, 118.41 feet; thence 33.06 feet, along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 45°05'57", and a chord bearing and distance of South 11°54'18" East, 32.21 feet; thence South 34°27'16" East, 6.94 feet; thence 55.27 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°10'48", and a chord bearing and distance of South 28°21'53" East, 55.17 feet; thence North 76°34'14" East, 70.66 feet; thence 20.07 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 04°25'25", and a chord bearing and distance of North 78°46'57" East, 20.07 feet; thence North 09°00'21" West, 166.27 feet; thence North 76°34'14" East, 80.95 feet; thence South 75°24'58" East, 160.28 feet; thence South 56°15'43" East, 185.57 feet; thence South 33°44'17" West, 165.00 feet; thence South 56°15'43" East, 41.47 feet; thence 110.86 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 31°45'33", and a chord bearing and distance of South 72°08'30" East, 109.45 feet; thence 60.13 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 13°15'06", and a chord bearing and distance of South 02°17'40" West, 60.00 feet; thence 143.79 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 31°41'11", and a chord bearing and distance of North 72°06'19" West, 141.96 feet; thence North 56°15'43" West, 26.47 feet; thence South 33°44'17" West, 255.24 feet; thence 47.78 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 13°41'12", and a chord bearing and distance of South 82°35'10" East, 47.66 feet; thence South 89°25'46" East, 113.74 feet; thence North 00°34'14" East, 122.55 feet; thence North 86°09'20" East, 140.70 feet; thence South 08°55'46" East, 124.95 feet; thence South 00°32'33" West, 60.77 feet; thence South 08°55'46" East, 99.39 feet; thence 31.50 feet, along a curve to the right, said curve having a radius of 190.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South

04°10'46" East, 31.47 feet, to the point of beginning. This exception contains 9.463 Acres. The resultant area of this Future Expansion Area contains 106.105 Acres. All of the above being subject to the rights of the public in Tienken Road and Squirrel Road. All of the above being subject to easements, restrictions, and right-of-ways of record.

5. Except as expressly amended herein, all other terms and provisions of the Master Deed and its exhibits, as amended, shall continue in full force and effect, including, without limitation, those provisions which permit Developer to make future amendments to the Master Deed.

6. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Master Deed.

IN WITNESS WHEREOF, Developer has caused this Third Amendment to be executed the day and year first above written.

WITNESS:

SIGNED BY:

HERITAGE OF AUBURN HILLS, L.L.C.,
a Michigan limited liability company

/s/ Tom DeSimpel
*Tom DeSimpel
/s/ Dara L. West
*Dara L. West

By /s/ James G. Migliore
James G. Migliore

Its: Authorized Member

STATE OF NEW JERSEY)
) ss.
COUNTY OF OCEAN)

The foregoing instrument was acknowledged before me this 13th day of December, 1999, by James G. Migliore, who is the Authorized Member of Heritage of Auburn Hills, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

/s/ Diane Penilla
*Diane Penilla
Notary Public, Ocean County, New Jersey
My Commission Expires: 12/24/03

* Please print or type name of person signing (in **black** ink only).

DRAFTED BY AND WHEN RECORDED RETURN TO:
Kevin Kohls, Esq. and
Jorge I. Beltrán, Esq.
Wasinger Kickham and Kohls
100 Beacon Centre
26862 Woodward Avenue
Royal Oak, Michigan 48067-0958
(248) 414-9900

WK003953 1

*Recorded on June 9, 2000
in Liber 21470, pages 470 through 499,
Oakland County Records*

**FOURTH AMENDMENT OF MASTER DEED
AND
REPLAT NO. 4**

**HERITAGE IN THE HILLS
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1133**

THIS FOURTH AMENDMENT OF MASTER DEED ("Fourth Amendment") is made and executed this 2nd day of June, 2000, by **HERITAGE OF AUBURN HILLS, L.L.C.**, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 30840 Northwestern Highway, Suite 270, Farmington Hills, Michigan 48334.

WITNESSETH:

WHEREAS, Developer made and recorded a condominium Master Deed establishing Heritage in the Hills (the "Condominium") as Oakland County Condominium Subdivision Plan No. 1133 situated in the City of Auburn Hills, which Master Deed was recorded on August 14, 1998 in Liber 18833, Pages 595 through 664, Oakland County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded on April 9, 1999 in Liber 19816, Pages 159 through 183, Oakland County Records, and Second Amendment of Master Deed and Replat No. 2 recorded on September 16, 1999 in Liber 20549, Pages 55 through 75, Oakland County Records, and Third Amendment of Master Deed and Replat No. 3 recorded on January 6, 2000 in Liber 20961, Pages 268 through 290, Oakland County Records (collectively, the "Master Deed");

WHEREAS, Developer declared in the Master Deed the right, without the consent of any other person, to modify the size of the Condominium, and related common elements and easements benefiting the Condominium, and Developer intends by this Fourth Amendment to expand the size of the Condominium by increasing the number of Units from 172 Units to 281 Units, and to revise the description of the Additional Land and the Easement for Ingress/Egress;

WHEREAS, Developer reserved in the Master Deed the right to establish easements, without the consent of any other persons, for, among other things, utilities and the development of Sites, and Developer intends, by this Fourth Amendment to subject certain portions of the Condominium (including over, under, across and through certain Sites being added to the Condominium by this Fourth Amendment) to easements for water, sewer, drainage and storm water detention; and

WHEREAS, Developer made and recorded a Declaration of Covenants, Conditions and Restrictions for the Condominium, which Declaration was recorded on August 20, 1998 in Liber 18858, Page 559, Oakland County Records, as amended by First Amendment of Declaration of Covenants, Conditions and Restrictions recorded on April 9, 1999 in Liber 19816, Pages 156 through 158, Oakland County Records, and Second Amendment of Declaration of Covenants, Conditions and Restrictions recorded on September 16, 1999 in Liber 20549, Pages 48 through 54, Oakland County

Records, and Third Amendment of Declaration of Covenants, Conditions and Restrictions recorded on January 6, 2000 in Liber 20961, Pages 291 through 299, Oakland County Records (collectively, the "Declaration").

NOW, THEREFORE, Developer hereby amends the Master Deed as follows:

1. The Condominium Subdivision Plan shall consist of the Plan sheets attached hereto, designated on the cover sheet as "Replat No. 4", and sheets 4, 7, 8, 9, 10, 11, 12, 13, 14 and 15 recorded with the First Amendment of Master Deed in Liber 19816, Pages 169, and 172 through 180, inclusive, Oakland County Records, and sheets 16, 17, 18 and 19 recorded with the Second Amendment of Master Deed in Liber 20549, Pages 70-73, inclusive, Oakland County Records, and sheets 4A, 20, 21 and 23 recorded with the Third Amendment of Master Deed in Liber 20961, Pages 281, 285, 286 and 288, Oakland County Records.

2. Article II of the Master Deed, which describes the land comprising the Condominium, is amended in its entirety in order to add land to that comprising the Condominium to the effect that the land comprising the Condominium is now described as follows:

A part of the Southeast $\frac{1}{4}$ of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North $02^{\circ}13'06''$ West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thorndridge Sub. No. 6" (recorded as North $01^{\circ}55'38''$ West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60' $\frac{1}{2}$ right of way), and the POINT OF BEGINNING; thence North $89^{\circ}25'46''$ West, 345.10 feet, along the Northerly right of way of said Tienken Road; thence North $00^{\circ}34'14''$ East, 115.54 feet; thence 223.33 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $49^{\circ}12'55''$, and a chord bearing and distance of North $76^{\circ}40'08''$ West, 216.53 feet; thence North $52^{\circ}03'41''$ West, 30.38 feet; thence 71.03 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $15^{\circ}39'10''$, and a chord bearing and distance of South $52^{\circ}23'27''$ West, 70.81 feet; thence South $60^{\circ}13'02''$ West, 154.56 feet; thence 242.11 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $53^{\circ}21'12''$, and a chord bearing and distance of South $86^{\circ}53'38''$ West, 233.46 feet; thence North $66^{\circ}25'46''$ West, 119.56 feet; thence South $23^{\circ}34'14''$ West, 99.59 feet, to the Northerly right of way of said Tienken Road; thence North $89^{\circ}25'46''$ West, 330.17 feet, along the Northerly right of way of said Tienken Road; thence 47.42 feet along a curve to the left, said curve having a radius of 286.00 feet, a central angle of $09^{\circ}30'00''$, and a chord bearing and distance of North $04^{\circ}10'46''$ West, 47.37 feet; thence North $08^{\circ}55'46''$ West, 323.96 feet, to point "A"; thence North $81^{\circ}04'14''$ East, 248.21 feet; thence North $76^{\circ}31'10''$ East, 143.70 feet; thence North $87^{\circ}54'38''$ East, 117.12 feet; thence South $51^{\circ}19'53''$ East, 117.12 feet; thence South $54^{\circ}15'59''$ West, 126.88 feet; thence 10.45 feet along a curve to the right, said curve having a radius of 60.00 feet, a central angle of $09^{\circ}58'32''$, and a chord bearing and distance of South $30^{\circ}44'45''$ East, 10.43 feet; thence North $64^{\circ}14'31''$ East, 131.00 feet; thence South $07^{\circ}46'11''$ East, 117.97 feet; thence South $08^{\circ}25'51''$ West, 148.31 feet; thence 133.39 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $38^{\circ}12'49''$, and a chord bearing and distance of North $79^{\circ}19'26''$ East, 130.93 feet; thence North $60^{\circ}13'02''$ East, 18.96 feet; thence North $29^{\circ}46'58''$ West, 164.00 feet; thence North $60^{\circ}13'02''$ East, 142.56 feet; thence North $30^{\circ}36'47''$ East, 379.96 feet; thence North $69^{\circ}27'52''$ East, 308.04 feet; thence 19.07 feet along a curve to the right, said curve having a radius of 60.00 feet, a central angle of $18^{\circ}12'50''$, and a chord bearing and distance of North $44^{\circ}18'19''$ East, 18.99 feet; thence

North 36°35'16" West, 120.00 feet; thence North 53°24'44" East, 58.45 feet; thence North 89°23'20" East, 116.89 feet; thence South 54°38'04" East, 147.05 feet, to the East line of said Section 1, and the Westerly line of "Thornridge Sub. No. 3", as recorded in Liber 202 of Plats, on Pages 18, 19 and 20, Oakland County Records; thence South 02°13'06" East, 838.84 feet, along the East line of said Section 1, the Westerly line of said "Thornridge Sub. No. 3" (recorded as North 01°55'38" West), and the Westerly line of said "Thornridge Sub. No. 6" (recorded as North 01°55'38" West), to the **POINT OF BEGINNING**. All of the above containing 16.730 Acres. All of the above being subject to all easements and restrictions of record; **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at said point "A"; thence South 61°12'22" West, 91.44 feet; thence 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 39°55'20" and a chord bearing and distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 66°03'48", and a chord bearing and distance of North 02°02'21" West, 218.04 feet; thence 133.84 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 29°29'39", and a chord bearing and distance of South 71°23'11" West, 132.37 feet, to the **POINT OF BEGINNING**; thence South 13°39'16" West, 175.00 feet; thence North 83°12'55" West, 120.33 feet; thence North 59°29'10" West, 211.95 feet; thence North 78°25'46" West, 315.00 feet; thence North 11°34'14" East, 164.00 feet; thence North 78°25'46" West, 47.22 feet; thence North 11°34'14" East, 232.50 feet; thence North 28°35'06" East, 94.17 feet; thence North 35°38'46" East, 65.67 feet; thence North 72°20'13" East, 105.00 feet; thence South 87°32'43" East, 65.73 feet; thence South 72°25'46" East, 118.30 feet; thence South 19°35'09" East, 123.65 feet; thence South 11°34'14" West, 141.02 feet; thence South 25°03'58" West, 128.55 feet; thence South 11°50'19" West, 60.00 feet; thence South 78°25'46" East, 35.27 feet; thence 100.86 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of South 63°58'57" East, 99.79 feet; thence 201.17 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 44°19'51", and a chord bearing and distance of South 71°42'04" East, 196.19 feet, to the **POINT OF BEGINNING**. All of the above containing 6.067 Acres. **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at said point "A"; thence 139.35 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 39°55'20", and a chord bearing and distance of North 11°01'54" East, 136.55 feet; thence North 30°59'34" East, 516.29 feet; thence 166.80 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 36°45'28", and a chord bearing and distance of North 12°36'49" East, 163.96 feet, to the **POINT OF BEGINNING**; thence continuing 138.16 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 30°26'47", and a chord bearing and distance of North 20°59'18" West, 136.54 feet; thence North 39°39'02" West, 60.59 feet; thence 7.11 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 02°02'08", and a chord bearing and distance of North 40°12'58" East, 7.11 feet; thence North 39°11'54" East, 24.54 feet; thence 81.01 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°51'08", and a chord bearing and distance of North 48°07'28" East, 80.68 feet; thence North 32°56'58" West, 160.00 feet; thence North 65°18'39" East, 155.72 feet; thence North 01°44'37" East, 66.57 feet; thence North 50°49'31" West, 57.54 feet; thence North 07°16'53" West, 143.83 feet; thence 185.30 feet, along a curve to the left, said curve having a radius

of 220.00 feet, a central angle of $48^{\circ}15'32''$, and a chord bearing and distance of North $8^{\circ}35'21''$ East, 179.87 feet; thence South $76^{\circ}23'17''$ East, 159.05 feet; thence North $81^{\circ}04'14''$ East, 53.35 feet; thence North $09^{\circ}54'50''$ East, 68.10 feet; thence North $89^{\circ}34'14''$ East, 153.73 feet; thence South $49^{\circ}29'08''$ East, 80.11 feet; thence North $89^{\circ}34'14''$ East, 125.75 feet; thence South $00^{\circ}25'46''$ East, 120.00 feet; thence North $89^{\circ}34'14''$ East, 60.00 feet; thence South $00^{\circ}25'46''$ East, 13.23 feet; thence North $89^{\circ}34'14''$ East, 164.00 feet; thence South $00^{\circ}25'46''$ East, 113.94 feet; thence South $15^{\circ}34'37''$ West, 155.05 feet; thence South $34^{\circ}56'47''$ West, 154.08 feet; thence South $49^{\circ}44'44''$ West, 158.31 feet; thence South $81^{\circ}04'14''$ West, 574.43 feet; thence South $58^{\circ}07'38''$ West, 125.79 feet, to the **POINT OF BEGINNING**. All of the above containing 13.032 Acres. **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, more particularly described as commencing at the Southeast Corner of said Section 1; thence North $02^{\circ}13'06''$ West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North $01^{\circ}55'38''$ West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60 foot 1/2 right of way); thence North $89^{\circ}25'46''$ West, 1577.57 feet, along the Northerly right of way of said Tienken Road, to the **POINT OF BEGINNING**; thence continuing North $89^{\circ}25'46''$ West, 331.46 feet, along the Northerly right of way of said Tienken Road; thence North $06^{\circ}14'46''$ East, 121.87 feet; thence 72.71 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $16^{\circ}01'22''$, and a chord bearing and distance of North $75^{\circ}44'33''$ West, 72.47 feet; thence South $33^{\circ}44'17''$ West, 93.02 feet; thence South $25^{\circ}50'22''$ West, 66.97 feet to the Northerly right of way of said Tienken Road; thence North $89^{\circ}25'46''$ West, 122.22 feet, along the Northerly right of way of said Tienken Road; thence North $35^{\circ}46'09''$ West, 169.88 feet; thence North $13^{\circ}25'46''$ West, 315.00 feet; thence North $36^{\circ}01'19''$ West, 113.73 feet; thence North $02^{\circ}45'07''$ East, 198.50 feet; thence South $60^{\circ}42'16''$ East, 157.98 feet; thence 168.96 feet, along a curve to the right, said curve having a radius of 60.00 feet, a central angle of $161^{\circ}20'56''$, and a chord bearing and distance of South $70^{\circ}01'48''$ East, 118.41 feet; thence 33.06 feet, along a curve to the left, said curve having a radius of 42.00 feet, a central angle of $45^{\circ}05'57''$, and a chord bearing and distance of South $11^{\circ}54'18''$ East, 32.21 feet; thence South $34^{\circ}27'16''$ East, 6.94 feet; thence 55.27 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $12^{\circ}10'48''$, and a chord bearing and distance of South $28^{\circ}21'53''$ East, 55.17 feet; thence North $76^{\circ}34'14''$ East, 70.66 feet; thence 20.07 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $04^{\circ}25'25''$, and a chord bearing and distance of North $78^{\circ}46'57''$ East, 20.07 feet; thence North $09^{\circ}00'21''$ West, 166.27 feet; thence North $76^{\circ}34'14''$ East, 80.95 feet; thence South $75^{\circ}24'58''$ East, 160.28 feet; thence South $56^{\circ}15'43''$ East, 185.57 feet; thence South $33^{\circ}44'17''$ West, 165.00 feet; thence South $56^{\circ}15'43''$ East, 41.47 feet; thence 110.86 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $31^{\circ}45'33''$, and a chord bearing and distance of South $72^{\circ}08'30''$ East, 109.45 feet; thence 60.13 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $13^{\circ}15'06''$, and a chord bearing and distance of South $02^{\circ}17'40''$ West, 60.00 feet; thence 143.79 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $31^{\circ}41'11''$, and a chord bearing and distance of North $72^{\circ}06'19''$ West, 141.96 feet; thence North $56^{\circ}15'43''$ West, 26.47 feet; thence South $33^{\circ}44'17''$ West, 255.24 feet; thence 47.78 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $13^{\circ}41'12''$, and a chord bearing and distance of South $82^{\circ}35'10''$ East, 47.66 feet; thence South $89^{\circ}25'46''$ East, 113.74 feet; thence North $00^{\circ}34'14''$ East, 122.55 feet; thence North $86^{\circ}09'20''$ East, 140.70 feet; thence South $08^{\circ}55'46''$ East, 124.95 feet; thence South $00^{\circ}32'33''$ West, 60.77 feet; thence South

08°55'46" East, 99.39 feet; thence 31.50 feet, along a curve to the right, said curve having a radius of 190.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 31.47 feet, to the **POINT OF BEGINNING**. All of the above containing 9.463 Acres. **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, more particularly described as commencing at said Point "A"; thence 139.35 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 39°55'20", and a chord bearing and distance of North 11°01'54" East, 136.55 feet; thence North 30°59'34" East, 516.29 feet; thence 304.96, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 67°12'15", and a chord bearing and distance of North 02°36'34" West, 287.78 feet; thence North 39°39'02" West, 60.59 feet; thence 7.11 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 02°02'08", and a chord bearing and distance of North 40°12'58" East, 7.11 feet; thence North 39°11'54" East, 24.54 feet; thence 81.01 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°51'08", and a chord bearing and distance of North 48°07'28" East, 80.68 feet; thence North 32°56'58" West, 160.00 feet; thence North 65°18'39" East, 155.72 feet; thence North 01°44'37" East, 66.57 feet; thence North 50°49'31" West, 57.54 feet; thence North 07°16'53" West, 83.83 feet to Point "B"; thence continuing North 07°16'53" West, 60.00 feet; thence 185.30 feet, along a curve to the left, said curve having a radius of 220.00 feet, a central angle of 48°15'32", and a chord bearing and distance of North 58°35'21" East, 179.87 feet, to the **POINT OF BEGINNING**; thence continuing 68.41 feet, along a curve to the left, said curve having a radius of 220.00 feet, a central angle of 17°48'55", and a chord bearing and distance of North 25°33'07" East, 68.13 feet; thence North 76°23'17" West, 163.69 feet; thence North 13°36'43" East, 472.75 feet; thence North 29°37'39" East, 144.11 feet; thence South 39°10'25" East, 168.70 feet; thence 20.55 feet, along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 19°37'28", and a chord bearing and distance of North 42°39'04" East, 20.45 feet; thence North 37°32'12" West, 170.76 feet, to the East and West 1/4 line of said Section 1 (said point being located South 88°48'06" East, 1608.49 feet from the Center of said Section 1); thence South 88°48'06" East, 454.37 feet, along the East and West 1/4 line of said Section 1 (said point being located North 88°48'06" West, 443.79 feet from the East 1/4 Corner of said Section 1); thence South 57°29'12" East, 155.14 feet; thence South 22°59'55" East, 156.99 feet; thence 10.01 feet, along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 09°33'37", and a chord bearing and distance of North 71°46'53" East, 10.00 feet; thence North 13°26'18" West, 129.25 feet; thence South 85°27'00" East, 116.89 feet; thence South 49°28'24" East, 116.89 feet; thence South 13°29'48" East, 116.89 feet; thence South 22°28'48" West, 116.89 feet; thence South 57°20'02" West, 120.46 feet; thence South 00°25'46" East, 367.50 feet; thence South 89°34'14" West, 164.00 feet; thence North 00°25'46" West, 13.23 feet; thence South 89°34'14" West, 60.00 feet; thence North 00°25'46" West, 120.00 feet; thence South 89°34'14" West, 125.75 feet; thence North 49°29'08" West, 80.11 feet; thence South 89°34'14" West, 153.73 feet; thence South 09°54'50" West, 68.10 feet; thence South 81°04'14" West, 53.35 feet; thence North 76°23'17" West, 159.05 feet, to the **POINT OF BEGINNING**. All of the above containing 14.260 Acres. **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, more particularly described as commencing at said Point "B" for a **POINT OF BEGINNING**; thence 71.04 feet, along a curve to the right, said curve having a radius of 280.00 feet, a central angle of 14°32'13", and a chord bearing and distance of South 280°59'13" West, 70.85 feet; thence South 13°36'43" West, 130.59 feet; thence North

72°25'46" West, 323.14 feet; thence North 17°34'14" East, 125.75 feet; thence North 72°25'46" West, 15.00 feet; thence South 17°34'14" West, 163.00 feet; thence North 72°25'46" West, 156.06 feet; thence North 87°32'43" West, 65.73 feet; thence South 72°20'13" West, 105.00 feet; thence South 35°38'46" West, 65.67 feet; thence South 74°52'04" West, 182.11 feet; thence South 59°33'39" East, 132.24 feet; thence South 11°34'14" West, 137.94 feet; thence South 78°25'46" East, 10.00 feet; thence South 11°34'14" West, 60.00 feet; thence North 78°25'46" West, 79.06 feet; thence 55.22 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°10'07", and a chord bearing and distance of North 72°20'43" West, 55.12 feet; thence South 23°44'20" West, 160.00 feet; thence North 49°42'58" West, 296.02 feet, to the Easterly right of way of Squirrel Road (60 foot 1/2 right of way); thence North 01°33'26" West, 144.03 feet, along the Easterly right of way of said Squirrel Road; thence North 66°05'21" East, 105.51 feet; thence 113.54 feet, along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 108°25'38", and a chord bearing and distance of North 04°55'30" West, 97.34 feet; thence North 40°42'41" West, 145.04 feet; thence North 50°34'14" East, 252.90 feet; thence North 72°34'14" East, 468.62 feet; thence South 87°27'44" East, 143.11 feet; thence South 06°32'49" West, 160.00 feet; thence 20.00 feet, along a curve to the right, said curve having a radius of 360.00 feet, a central angle of 03°10'59", and a chord bearing and distance of South 81°51'41" East, 20.00 feet; thence North 09°43'48" East, 169.95 feet; thence South 72°25'46" East, 229.65 feet; thence South 17°34'14" West, 165.00 feet; thence South 72°25'46" East, 12.00 feet; thence North 17°34'14" East, 165.00 feet; thence South 72°25'46" East, 257.38 feet; thence South 13°36'43" West, 160.53 feet; thence 49.12 feet, along a curve to the left, said curve having a radius of 220.00 feet, a central angle of 12°47'34", and a chord bearing and distance of North 89°06'54" East, 49.02 feet; thence South 07°16'53" East, 60.00 feet, to the **POINT OF BEGINNING**. All of the above containing 12.904 Acres. All of the above being subject to all easements and restrictions of record.

3. Article XI, Paragraph (d) of the Master Deed is amended and restated as follows:

(d) The land which may be added to the Condominium (herein referred to as the "Additional Land") is referred to in the Plan as the proposed future development area, and is situated in Auburn Hills, Oakland County, Michigan, being more specifically described as follows:

A part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60 foot 1/2 right of way); thence North 89°25'46" West, 345.10 feet, along the Northerly right of way of said Tienken Road, to the **POINT OF BEGINNING**; thence North 00°34'14" East, 115.54 feet; thence 223.33 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 49°12'55", and a chord bearing and distance of North 76°40'08" West, 216.53 feet; thence North 52°03'41" West, 30.38 feet; thence 71.03 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 15°39'10", and a chord bearing and distance of South 52°23'27" West, 70.81 feet; thence South 60°13'02" West, 154.56 feet; thence 242.11 feet along a curve to the right, said curve

having a radius of 260.00 feet, a central angle of $53^{\circ}21'12''$, and a chord bearing and distance of South $86^{\circ}53'38''$ West, 233.46 feet; thence North $66^{\circ}25'46''$ West, 119.56 feet; thence South $23^{\circ}34'14''$ West, 99.59 feet, to the Northerly right of way of said Tienken Road; thence South $89^{\circ}25'46''$ East, 806.30 feet, along the Northerly right of way of said Tienken Road, to the **POINT OF BEGINNING**. All of the above containing 1.592 Acres. **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North $02^{\circ}13'06''$ West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North $01^{\circ}55'38''$ West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60 foot 1/2 right of way); thence North $89^{\circ}25'46''$ West, 1909.03 feet, along the Northerly right of way of said Tienken Road, to the **POINT OF BEGINNING**; thence continuing North $89^{\circ}25'46''$ West, 137.84 feet, along the Northerly right of way of said Tienken Road; thence North $25^{\circ}50'22''$ East, 66.97 feet; thence North $33^{\circ}44'17''$ East, 93.02 feet; thence 72.71 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $16^{\circ}01'22''$, and a chord bearing and distance of South $75^{\circ}44'33''$ East, 72.47 feet; thence South $06^{\circ}14'46''$ West, 121.87 feet, to the **POINT OF BEGINNING**. All of the above containing 0.326 Acres. **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North $02^{\circ}13'06''$ West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North $01^{\circ}55'38''$ West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60 foot 1/2 right of way); thence North $89^{\circ}25'46''$ West, 1577.57 feet, along the Northerly right of way of said Tienken Road; thence 31.50 feet, along a curve to the left, said curve having a radius of 190.00 feet, a central angle of $09^{\circ}30'00''$, and a chord bearing and distance of North $04^{\circ}10'46''$ West, 31.47 feet; thence North $08^{\circ}55'46''$ West, 99.39 feet; thence North $00^{\circ}32'33''$ East, 60.77 feet; thence North $08^{\circ}55'46''$ West, 124.95 feet, to the **POINT OF BEGINNING**; thence continuing North $08^{\circ}55'46''$ West, 8.62 feet; thence 20.86 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $04^{\circ}35'53''$, and a chord bearing and distance of North $06^{\circ}37'50''$ West, 20.86 feet; thence 143.79 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $31^{\circ}41'11''$, and a chord bearing and distance of North $72^{\circ}06'19''$ West, 141.96 feet; thence North $56^{\circ}15'43''$ West, 26.47 feet; thence South $33^{\circ}44'17''$ West, 255.24 feet; thence 47.78 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $13^{\circ}41'12''$, and a chord bearing and distance of South $82^{\circ}35'10''$ East, 47.66 feet; thence South $89^{\circ}25'46''$ East, 113.74 feet; thence North $00^{\circ}34'14''$ East, 122.55 feet; thence North $86^{\circ}09'20''$ East, 140.70 feet, to the **POINT OF BEGINNING**. All of the above containing 0.618 Acres. **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the South 1/4 Corner of said Section 1; thence North $01^{\circ}33'26''$ West, 1461.48 feet, along the North and South 1/4 line of said Section 1, and the centerline of Squirrel Road; thence North $88^{\circ}26'34''$ East, 60.00 feet, to the Easterly right of way of said Squirrel Road (60 foot 1/2 right of way); thence South $49^{\circ}42'58''$ East, 296.02 feet; thence North $23^{\circ}44'20''$ East, 160.00 feet; thence 55.22 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $12^{\circ}10'07''$, and a chord bearing and distance of South $72^{\circ}20'43''$ East, 55.12 feet; thence South $78^{\circ}25'46''$ East, 79.06 feet; thence North $11^{\circ}34'14''$ East, 60.00 feet, to the **POINT OF BEGINNING**; thence North

78°25'46" West, 10.00 feet; thence North 11°34'14" East, 137.94 feet; thence North 59°33'39" West, 132.24 feet; thence North 74°52'04" East, 182.11 feet; thence South 28°35'06" West, 94.17 feet; thence South 11°34'14" West, 172.50 feet, to the **POINT OF BEGINNING**. All of the above containing 0.232 Acres. **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the South 1/4 Corner of said Section 1; thence North 01°33'26" West, 1605.51 feet, along the North and South 1/4 line of said Section 1 and the centerline of Squirrel Road, to the **POINT OF BEGINNING**; thence North 88°26'34" East, 60.00 feet, to the Easterly right of way of said Squirrel Road (60 foot 1/2 right-of-way); thence North 66°05'21" East, 105.51 feet; thence 113.54 feet, along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 108°25'38", and a chord bearing and distance of North 04°55'30" West, 97.34 feet; thence North 40°42'41" West, 145.04 feet; thence North 50°34'14" East, 252.90 feet; thence North 72°34'14" East, 468.62 feet; thence South 87°27'44" East, 143.11 feet; thence South 06°32'49" West, 160.00 feet; thence 20.00 feet, along a curve to the right, said curve having a radius of 360.00 feet, a central angle of 03°10'59", and a chord bearing and distance of South 81°51'41" East, 20.00 feet; thence North 09°43'48" East, 169.95 feet; thence South 72°25'46" East, 229.65 feet; thence South 17°34'14" West, 165.00 feet; thence South 72°25'46" East, 12.00 feet; thence North 17°34'14" East, 165.00 feet; thence South 72°25'46" East, 257.38 feet; thence South 13°36'43" West, 160.53 feet; thence 302.83 feet, along a curve to the left, said curve having a radius of 220.00 feet, a central angle of 78°52'02", and a chord bearing and distance of North 56°04'40" East, 279.48 feet; thence North 76°23'17" West, 163.69 feet; thence North 13°36'43" East, 472.75 feet; thence North 29°37'39" East, 144.11 feet; thence South 39°10'25" East, 168.70 feet; thence 20.55 feet, along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 19°37'28", and a chord bearing and distance of North 42°39'04" East, 20.45 feet; thence North 37°32'12" West, 170.76 feet, to the East and West 1/4 line of said Section 1; thence North 88°48'06" West, 1608.49 feet, along the East and West 1/4 line of said Section 1, to the Center of said Section 1; thence South 01°33'26" East, 1077.97 feet, along the North and South 1/4 line of said Section 1 and the centerline of said Squirrel Road, to the **POINT OF BEGINNING**. All of the above containing 22.199 Acres. All of the above being subject to the rights of the public in Squirrel Road. **AND ALSO**, a part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60 foot 1/2 right of way); thence North 89°25'46" West, 1481.57 feet, along the Northerly right of way of said Tienken Road, to the **POINT OF BEGINNING**; thence 47.42 feet, along a curve to the left, said curve having a radius of 286.00 feet, a central angle of 09°30'00", and a chord bearing and distance of North 04°10'46" West, 47.37 feet; thence North 08°55'46" West, 323.96 feet; thence North 81°04'14" East, 248.21 feet; thence North 76°31'10" East, 143.70 feet; thence North 87°54'38" East, 117.12 feet; thence South 51°19'53" East, 117.12 feet; thence South 54°15'59" West, 126.88 feet; thence 10.45 feet along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 09°58'32", and a chord bearing and distance of South 30°44'45" East, 10.43 feet; thence North 64°14'31" East, 131.00 feet; thence South 07°46'11" East, 117.97 feet; thence South 08°25'51" West, 148.31 feet; thence 133.39 feet along a curve to the left, said curve having a radius of 200.00 feet, a

central angle of 38°12'49", and a chord bearing and distance of North 79°19'26" East, 130.93 feet; thence North 60°13'02" East, 18.96 feet; thence North 29°46'58" West, 164.00 feet; thence North 60°13'02" East, 142.56 feet; thence North 30°36'47" East, 379.96 feet; thence North 69°27'52" East, 308.04 feet; thence 19.07 feet along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 18°12'50", and a chord bearing and distance of North 44°18'19" East, 18.99 feet; thence North 36°35'16" West, 120.00 feet; thence North 53°24'44" East, 58.45 feet; thence North 89°23'20" East, 116.89 feet; thence South 54°38'04" East, 147.05 feet, to the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 3" as recorded in Liber 202 of Plats, on Pages 18, 19 and 20, Oakland County Records; thence North 02°13'06" West, 1758.40 feet, along the East line of said Section 1, the Westerly line of said "Thornridge Sub. No. 3" (recorded as North 01°55'38" West), and the Westerly line of "Hawthorn Hills No. 5", as recorded in Liber 198 of Plats, on Pages 36, 37 and 38, (recorded as North 02°15'25" West), to the Southeast corner of "Hawthorn Forest", as recorded in Liber 225 of Plats, on Pages 24, 25, 26, 27, 28, 29 and 30, of Oakland County Records, and to the East 1/4 Corner of said Section 1; thence North 88°48'06" West, 443.79 feet, along the East and West 1/4 line of said Section 1; thence South 57°29'12" East, 155.14 feet; thence South 22°59'55" East, 156.99 feet; thence 10.01 feet, along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 9°33'37", and a chord bearing and distance of North 71°46'53" East, 10.00 feet; thence North 13°26'18" West, 129.25 feet; thence South 85°27'00" East, 116.89 feet; thence South 49°28'24" East, 116.89 feet; thence South 13°29'48" East, 116.89 feet; thence South 22°28'48" West, 116.89 feet; thence South 57°20'02" West, 120.46 feet; thence South 00°25'46" East, 481.44 feet; thence South 15°34'37" West, 155.05 feet; thence South 34°56'47" West, 154.08 feet; thence South 49°44'44" West, 158.31 feet; thence South 81°04'14" West, 574.43 feet; thence South 58°07'38" West, 125.79 feet; thence 138.16 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 30°26'47", and a chord bearing and distance of North 20°59'18" West, 136.54 feet; thence North 39°39'02" West, 60.59 feet; thence 7.11 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 02°02'08", and a chord bearing and distance of North 40°12'58" East, 7.11 feet; thence North 39°11'54" East, 24.54 feet; thence 81.01 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°51'08", and a chord bearing and distance of North 48°07'28" East, 80.68 feet; thence North 32°56'58" West, 160.00 feet; thence North 65°18'39" East, 155.72 feet; thence North 01°44'37" East, 66.57 feet; thence North 50°49'31" West, 57.54 feet; thence North 07°16'53" West, 83.83 feet; thence 71.04 feet, along a curve to the right, said curve having a radius of 280.00 feet, a central angle of 14°32'13", and a chord bearing and distance of South 89°59'13" West, 70.85 feet; thence South 13°36'43" West, 130.59 feet; thence North 72°25'46" West, 323.14 feet; thence North 17°34'14" East, 125.75 feet; thence North 72°25'46" West, 15.00 feet; thence South 17°34'14" West, 163.00 feet; thence North 72°25'46" West, 37.76 feet; thence South 19°35'09" East, 123.65 feet; thence South 11°34'14" West, 141.02 feet; thence South 25°03'58" West, 128.55 feet; thence South 11°50'19" West, 60.00 feet; thence South 78°25'46" East, 35.27 feet; thence 100.86 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of South 63°58'57" East, 99.79 feet; thence 201.17 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 44°19'51", and a chord bearing and distance of South 71°42'04" East, 196.19 feet; thence South 13°39'16" West, 175.00 feet; thence North 83°12'55" West, 120.33 feet; thence North 59°29'10" West, 211.95 feet; thence North 78°25'46" West, 315.00 feet; thence North 11°34'14" East, 164.00 feet; thence North 78°25'46" West, 126.28 feet;

thence 55.22 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°10'07", and a chord bearing and distance of North 72°20'43" West, 55.12 feet; thence South 23°44'20" West, 160.00 feet; thence North 49°42'58" West, 296.02 feet, to the Easterly right of way of said Squirrel Road (60 foot 1/2 right of way); thence South 88°26'34" West, 60.00 feet, to the North and South 1/4 line of said Section 1 and the centerline of said Squirrel Road; thence South 01°33'26" East, 1461.48 feet, along the North and South 1/4 line of said Section 1 and the centerline of said Squirrel Road, to the South 1/4 Corner of said Section 1; thence South 89°25'46" East, 364.16 feet, along the South line of said Section 1 and the centerline of said Tienken Road; thence North 00°34'14" East, 60.00 feet, to the Northerly right of way of said Tienken Road; thence North 35°46'09" West, 169.88 feet; thence North 13°25'46" West, 315.00 feet; thence North 36°01'19" West, 113.73 feet; thence North 02°45'07" East, 198.50 feet; thence South 60°42'16" East, 157.98 feet; thence 168.96 feet, along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 161°20'56", and a chord bearing and distance of South 70°01'48" East, 118.41 feet; thence 33.06 feet, along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 45°05'57", and a chord bearing and distance of South 11°54'18" East, 32.21 feet; thence South 34°27'16" East, 6.94 feet; thence 55.27 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°10'48", and a chord bearing and distance of South 28°21'53" East, 55.17 feet; thence North 76°34'14" East, 70.66 feet; thence 20.07 feet, along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 04°25'25", and a chord bearing and distance of North 78°46'57" East, 20.07 feet; thence North 09°00'21" West, 166.27 feet; thence North 76°34'14" East, 80.95 feet; thence South 75°24'58" East, 160.28 feet; thence South 56°15'43" East, 185.57 feet; thence South 33°44'17" West, 165.00 feet; thence South 56°15'43" East, 41.47 feet; thence 110.86 feet, along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 31°45'33", and a chord bearing and distance of South 72°08'30" East, 109.45 feet; thence 81.00 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 17°50'59", and a chord bearing and distance of South 00°00'17" East, 80.67 feet; thence South 08°55'46" East, 133.57 feet; thence South 00°32'33" West, 60.77 feet; thence South 08°55'46" East, 99.39 feet; thence 31.50 feet, along a curve to the right, said curve having a radius of 190.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 31.47 feet, to the Northerly right of way of said Tienken Road; thence South 89°25'46" East, 96.00 feet, to the **POINT OF BEGINNING**. All of the above containing 53.774 Acres. All of the above being subject to the rights of the public in Squirrel Road and Tienken Road. All of the above being subject to all easements, restrictions and right-of-ways of record.

4. Article VII, Paragraph (i) of the Master Deed is amended and restated as follows:

(i) As provided in the Declaration, Developer has granted, for the benefit of all Co-owners of the Condominium, their successors and assigns, and the Additional Land, a perpetual easement for ingress and egress and access to the Community Areas and Facilities, over the following described parcel:

A part of the Southeast 1/4 of Section 1, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 1; thence North 02°13'06" West, 60.07 feet, along the East line of said Section 1 and the Westerly line of "Thornridge Sub. No. 6" (recorded as North 01°55'38" West), as recorded in Liber 214 of Plats, on Pages 28 and 29, Oakland County Records, to the Northerly right of way of Tienken Road (60' 1/2 right of

way); thence North 89°25'46" West, 1481.57 feet, along the Northerly right of way of said Tienken Road, to the **POINT OF BEGINNING**; thence continuing North 89°25'46" West, 96.00 feet, along the Northerly right of way of said Tienken Road; thence 31.50 feet along a curve to the left, said curve having a radius of 190.00 feet, a central angle of 09°30'00", and a chord bearing and distance of North 04°10'46" West, 31.47 feet; thence North 08°55'46" West, 99.39 feet; thence North 00°32'33" East, 60.77 feet; thence North 08°55'46" West, 133.57 feet; thence 181.16 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 39°55'20" and a chord bearing and distance of North 11°01'54" East, 177.52 feet; thence North 30°59'34" East, 556.80 feet; thence 230.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 66°03'48", and a chord bearing and distance of North 02°02'21" West, 218.04 feet; thence 335.01 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 73°49'30", and a chord bearing and distance of North 86°26'53" West, 312.31 feet; thence 100.86 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28°53'38", and a chord bearing and distance of North 63°58'57" West, 99.79 feet; thence North 78°25'46" West, 35.27 feet; thence North 11°50'19" East, 60.00 feet; thence North 25°03'58" East, 128.55 feet; thence North 11°34'14" East, 141.02 feet; thence North 19°35'09" West, 123.65 feet; thence South 72°25'46" East, 37.76 feet; thence North 17°34'14" East, 163.00 feet; thence South 72°25'46" East, 15.00 feet; thence South 17°34'14" West, 125.75 feet; thence South 72°25'46" East, 323.14 feet; thence North 13°36'43" East, 130.59 feet; thence 71.04 feet, along a curve to the left, said curve having a radius of 280.00 feet, a central angle of 14°32'13", and a chord bearing and distance of North 89°59'13" East, 70.85 feet; thence South 07°16'53" East, 83.83 feet; thence South 50°49'31" East, 57.54 feet; thence South 01°44'37" West, 66.57 feet; thence South 65°18'39" West, 155.72 feet; thence South 32°56'58" East, 160.00 feet; thence 81.01 feet, along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 17°51'08", and a chord bearing and distance of South 48°07'28" West, 80.68 feet; thence South 39°11'54" West, 24.54 feet; thence 7.11 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 02°02'08", and a chord bearing and distance of South 40°12'58" West, 7.11 feet; thence South 39°39'02" East, 60.59 feet; thence 304.96 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 67°12'15" and a chord bearing and distance of South 02°36'34" East, 287.78 feet; thence South 30°59'34" West, 516.29 feet; thence 139.35 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 39°55'20", and a chord bearing and distance of South 11°01'54" West, 136.55 feet; thence South 08°55'46" East, 323.96 feet; thence 47.42 feet along a curve to the right, said curve having a radius of 286.00 feet, a central angle of 09°30'00", and a chord bearing and distance of South 04°10'46" East, 47.37 feet, to the point of beginning. All of the above containing 7.253 Acres. All of the above being subject to all easements and restrictions of record.

5. Except as expressly amended herein, all other terms and provisions of the Master Deed and its exhibits, as amended, shall continue in full force and effect, including, without limitation, those provisions which permit Developer to make future amendments to the Master Deed.

6. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Master Deed.

IN WITNESS WHEREOF, Developer has caused this Fourth Amendment to be executed the day and year first above written.

WITNESS:

SIGNED BY:

HERITAGE OF AUBURN HILLS, L.L.C.,
a Michigan limited liability company

/s/ Sherry Smith
*Sherry Smith

/s/ Tom Desimpel
*Tom Desimpel

By: /s/ James G. Migliore
James G. Migliore

Its: Authorized Member

STATE OF NEW JERSEY)
) ss.
COUNTY OF OCEAN)

The foregoing instrument was acknowledged before me this 2nd day of June, 2000, by James G. Migliore, who is the Authorized Member of Heritage of Auburn Hills, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

/s/ Diane Penilla
*Diane Penilla
Notary Public, Ocean County, New Jersey
My Commission Expires: December 24, 2003

* Please print or type name of person signing (in **black** ink only).

DRAFTED BY AND WHEN RECORDED RETURN TO:

Kevin Kohls, Esq. and
Jorge I. Beltrán, Esq.
Wasinger Kickham and Kohls
100 Beacon Centre
26862 Woodward Avenue
Royal Oak, Michigan 48067-0958
(248) 414-9900

WK009757.1

FIFTH AMENDMENT OF MASTER DEED

**HERITAGE IN THE HILLS
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1133**

THIS FIFTH AMENDMENT OF MASTER DEED ("Fifth Amendment") is made and executed this 9th day of January, 2002, by HERITAGE OF AUBURN HILLS, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 30840 Northwestern Highway, Suite 270, Farmington Hills, Michigan 48334.

WITNESSETH:

WHEREAS, Developer made and recorded a condominium Master Deed establishing Heritage in the Hills (the "Condominium") as Oakland County Condominium Subdivision Plan No. 1133 situated in the City of Auburn Hills, which Master Deed was recorded on August 14, 1998 in Liber 18833, Pages 595 through 664, Oakland County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded on April 9, 1999 in Liber 19816, Pages 159 through 183, Oakland County Records, and Second Amendment of Master Deed and Replat No. 2 recorded on September 16, 1999 in Liber 20549, Pages 55 through 75, Oakland County Records, and Third Amendment of Master Deed and Replat No. 3 recorded on January 6, 2000 in Liber 20961, Pages 268 through 290, Oakland County Records, and Fourth Amendment of Master Deed and Replat No. 4 recorded on June 9, 2000 in Liber 21470, Pages 470 through 500, Oakland County Records (collectively, the "Master Deed"); and

WHEREAS, Developer declared in the Master Deed the right, without the consent of any other person, to amend the Master Deed and any Exhibits thereto, and Developer intends by this Fifth Amendment to amend the Exhibit A Bylaws to provide for the imposition of sanctions by the Association for violations of the terms and provisions of the Condominium Documents, the rules and regulations of the Association or the Act. As required under the Act, Developer provided a copy of this Fifth Amendment to all Unit Owners at least ten (10) days prior to submitting this Fifth Amendment for recordation in Oakland County Records. By this Fifth Amendment the Developer is not adding units or land to the Condominium.

NOW, THEREFORE, Developer hereby amends the Master Deed as follows:

4. The following Section is hereby added after Article VI, Section 22 of the Bylaws:

Section 23. Procedures in the Event of Non-Compliance with Condominium Documents, the Rules and Regulations of the Association or the Act. In addition to such other rights as are specifically granted elsewhere in the Condominium Documents

and the Act, the Board of Directors shall have the power, pursuant to the procedures set forth in this Section 23, to impose sanctions for violations of the terms and provisions of the Condominium Documents, the rules and regulations of the Association or the Act by an Owner, a member of an Owner's family, or any occupant, tenant, employee, guest or invitee of the Owner (hereinafter individually and collectively referred to as the "Rules"). The sanctions may include, but are not limited to, legal action and/or assessment reasonable monetary fines, not to exceed the greater of the costs actually incurred by the Association in abating such violation including, without limitation, attorneys' fees; or \$10.00 per day, or part thereof, in which the violation continues to exist for a first violation, \$25.00 per day for a second violation of the same Rules, and \$100.00 per day for a third or subsequent violation. The fines assessed by the Association shall constitute a lien upon the violating Owner's Site, and suspension of the right to vote and the Owner's right to use any recreational amenities within the Common Areas. In addition, the Board may suspend any services provided by the Association to an Owner or the Owner's Site if the Owner is more than 15 days delinquent in paying any assessment or other charges owed to the Association. The failure of the Board to enforce any of the Rules shall not be deemed a waiver of the right to do so thereafter. To ensure adequate notice and opportunity to be heard, the following procedures shall be followed in the assessment of sanctions against an Owner:

(a) Before imposition of any sanction, the Board or its delegate shall give the Owner written notice describing: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 10 days within which the Owner may present a written request for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Board before the end of the period set forth in such notice (the "Notice Period"). Such notice may be hand delivered or sent by certified mail, return receipt requested. Any notice hand delivered shall be deemed received when received by the Owner or by any person over 18-years of age who is present at the address of the Owner as shown on the records of the Association. Notices sent by certified mail shall be deemed received on the third business day after same are deposited in the United States Postal Service mail. The Board shall include in its minutes evidence of the giving of such notice, including a copy of the notice and a statement of the date and manner of delivery signed by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting, unless the appearance is made to protest the lack of notice.

If a request for a hearing is not received before the end of the Notice Period, the sanction stated in the notice shall be imposed; provided, however, that the Board may waive any proposed sanction if the violation is cured before the end of the Notice Period. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(b) If a hearing is timely requested, the hearing shall be held by the Board in executive session or by a committee of not less than three (3) Members (who may or may not be Directors of the Association) appointed by the Board for the purpose of hearing such appeals. The Owner shall be afforded a reasonable opportunity to be heard. A written statement of the results of the hearing and the sanction, if any, imposed, shall be placed in the minutes of the Board.

If the hearing was held before a subcommittee of the Board, the Owner shall

STATE OF NEW JERSEY)
) ss.
COUNTY OF OCEAN)

The foregoing instrument was acknowledged before me this ____ day of January, 2002, by James G. Migliore, who is the Authorized Member of Heritage of Auburn Hills, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

*
Notary Public, Ocean County, New Jersey
My Commission Expires:

* Please print or type name of person signing (in **black** ink only).

DRAFTED BY AND WHEN RECORDED RETURN TO:

Jorge I. Beltrán, Esq.
Wasinger Kickham and Hanley
100 Beacon Centre
26862 Woodward Avenue
Royal Oak, Michigan 48067-0958
(248) 414-9900

WK025821.1

ARTICLES OF INCORPORATION
MICHIGAN NON-PROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned execute the following Articles:

ARTICLE I

The name of the corporation is Heritage in the Hills Homeowners Association.

ARTICLE II

The purposes for which the corporation is organized are:

- (a) To manage and administer the affairs of and to maintain Heritage in the Hills, a condominium (hereinafter called "Condominium") to be established by Master Deed recorded in Oakland County Records, as the same may be amended from time to time;
- (b) To levy and collect assessments against and from the Co-owner members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of the Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;
- (g) To own, maintain and improve, and to buy, or operate, manage, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, (including Condominium units, easements, rights-of-way and licenses) on behalf of the corporation, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium, the provisions of that certain Declaration of Covenants, Conditions and Restrictions affecting the Condominium property, and the provisions of these Articles of Incorporation and such bylaws and rules and regulations of the corporation as may hereafter be adopted;
- (j) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by the Michigan Condominium Act.

(k) To make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

The corporation is organized upon a nonstock, membership basis.

The assets of the corporation are:

Real Property:	None
Personal Property:	None

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

Assessment of members owning units in the Condominium.

ARTICLE IV

The address of the registered office is:

30840 Northwestern Highway
Suite 270
Farmington Hills, Michigan 48334-2551

The mailing address of the registered office is the same as above.

The name of the first resident agent at the registered office is:

Gilbert "Buzz" Silverman

ARTICLE V

The names and business addresses of the incorporator is:

Heritage Hills of Auburn Hills, L.L.C.
30840 Northwestern Highway
Suite 270
Farmington Hills, Michigan 48334-2551

ARTICLE VI

The term of the corporate existence is perpetual.

ARTICLE VII

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

(a) Each Co-owner (including the Developer named in the Condominium Master Deed) of a unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership, except that the subscriber hereto shall be a member until such time as his membership shall terminate, as hereinafter provided.

(b) Membership in the corporation shall be established by the acquisition of fee simple to a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the corporation, the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. The Developer of the Condominium shall become a member of the corporation immediately upon establishment of the Condominium. Land contract vendees of units shall be members if the land contract instrument expressly conveys the vendor's interest as a member of the corporation in which event the vendor's membership shall terminate as to the unit sold.

(c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the member's unit in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the bylaws of this corporation.

ARTICLE VIII

A volunteer director (as defined in Section 110 of Act 162, Public Acts of 1982, as amended) of the corporation shall not be personally liable to the corporation or its members for monetary damages for breach of the director's fiduciary duty arising under any applicable law. However, this Article shall not eliminate or limit the liability of a director for any of the following:

- (1) A breach of the director's duty of loyalty to the corporation or its members.
- (2) Acts or omission not in good faith or that involve intentional misconduct or a knowing violation of law.
- (3) A violation of Section 551(1) of Act 162, Public Acts of 1982, as amended.

- (4) A transaction from which the director derived an improper personal benefit.
- (5) An act or omission occurring before the date this document is filed.
- (6) An act or omission that is grossly negligent.

Any repeal or modification of this Article shall not adversely affect any right or protection of any director of the corporation existing at the time of, or for or with respect to, any acts or omissions occurring before such repeal or modification.

ARTICLE IX

The requirements of this Article IX shall govern the corporation's commencement and conduct of any civil action except for actions to enforce the Bylaws of the corporation or collect delinquent assessments. The requirements of this Article IX will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil action the corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article IX. The following procedures and requirements apply to the corporation's commencement of any civil action other than an action to enforce the Bylaws of the corporation or collect delinquent assessments:

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

- (a) it is in the best interests of the corporation to file a lawsuit;
- (b) that at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;
- (c) litigation is the only prudent, feasible and reasonable alternative; and

(d) the Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:

(a) the number of years the litigation attorney has practiced law; and

(b) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(3) The litigation attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The litigation attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per unit basis, as required by subparagraph (f) of this Article IX.

(c) If the lawsuit relates to the condition of any of the common elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the common elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the common elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the common elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the litigation evaluation meeting.

(d) The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement

unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of a majority in value of the members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article IX shall be paid by special assessment of the members of the corporation ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article IX, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

(1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) the status of the litigation;

- (2) the status of settlement efforts, if any; and
- (3) the attorney's written report.

(i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article IX ("litigation expenses") shall be fully disclosed to members in the corporation's annual budget. The litigation expenses for each civil action subject to this Article IX shall be listed as a separate line item captioned "litigation expenses" in the corporation's annual budget.

ARTICLE X

These Articles of Incorporation may only be amended by consent of two-thirds ($2/3$) of all members.

Signed this 30th day of July, 1998.

HERITAGE HILLS OF AUBURN HILLS, L.L.C.,
a Michigan limited liability company

By: /s/ James G. Migliore
James G. Migliore

Its: Member

ARTICLES OF INCORPORATION
MICHIGAN NON-PROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned execute the following Articles:

ARTICLE I

The name of the corporation is Heritage Hills Association.

ARTICLE II

The purposes for which the corporation is organized are:

- (a) To manage and administer the affairs of and to maintain Heritage Hills, a single family residential development (hereinafter called "Heritage Hills") to be established by Declaration of Covenants, Conditions and Restrictions to be recorded in Oakland County Records, as the same may be amended from time to time ("Declaration");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of Heritage Hills;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of Heritage Hills;
- (g) To own, maintain and improve, and to buy, or operate, manage, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property (including easements, rights-of-way and licenses) on behalf of the corporation, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Declaration affecting the Heritage Hills property, and the provisions of these Articles of Incorporation and such bylaws and rules and regulations of the corporation as may hereafter be adopted;
- (j) To make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of Heritage Hills and to the accomplishment of any of the purposes thereof.

ARTICLE III

The corporation is organized upon a nonstock, membership basis.

The assets of the corporation are:

Real Property:	None
Personal Property:	None

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

Assessment of members owning units in the Condominium.

ARTICLE IV

The address of the registered office is:

30840 Northwestern Highway
Suite 270
Farmington Hills, Michigan 48334-2551

The mailing address of the registered office is the same as above.

The name of the first resident agent at the registered office is:

Gilbert "Buzz" Silverman

ARTICLE V

The names and business addresses of the incorporator is:

Heritage Hills of Auburn Hills, L.L.C.
30840 Northwestern Highway
Suite 270
Farmington Hills, Michigan 48334-2551

ARTICLE VI

The term of the corporate existence is perpetual.

ARTICLE VII

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

(a) Each owner (including the Declarant named in the Declaration) of a homesite in Heritage Hills shall be a member of the corporation, and no other person or entity shall be entitled to membership.

(b) Membership in the corporation shall be established by the acquisition of fee simple to a homesite in Heritage Hills and by recording with the Register of Deeds in the County where Heritage Hills is located a deed or other instrument establishing a change of record title to such homesite and the furnishing of evidence of same satisfactory to the corporation, the new owner thereby becoming a member of the corporation, and the membership of the prior owner thereby terminated. The Declarant under the Declaration shall become a member of the corporation immediately upon recording the Declaration. Land contract vendees of homesites shall be members if the land contract instrument expressly conveys the vendor's interest as a member of the corporation in which event the vendor's membership shall terminate as to the homesite sold.

(c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the member's homesite.

(d) Voting by members shall be in accordance with the provisions of the bylaws of this corporation.

ARTICLE VIII

A volunteer director (as defined in Section 110 of Act 162, Public Acts of 1982, as amended) of the corporation shall not be personally liable to the corporation or its members for monetary damages for breach of the director's fiduciary duty arising under any applicable law. However, this Article shall not eliminate or limit the liability of a director for any of the following:

- (1) A breach of the director's duty of loyalty to the corporation or its members.
- (2) Acts or omission not in good faith or that involve intentional misconduct or a knowing violation of law.
- (3) A violation of Section 551(1) of Act 162, Public Acts of 1982, as amended.
- (4) A transaction from which the director derived an improper personal benefit.
- (5) An act or omission occurring before the date this document is filed.

- (6) An act or omission that is grossly negligent.

Any repeal or modification of this Article shall not adversely affect any right or protection of any director of the corporation existing at the time of, or for or with respect to, any acts or omissions occurring before such repeal or modification.

ARTICLE IX

The requirements of this Article IX shall govern the corporation's commencement and conduct of any civil action except for actions to enforce the Bylaws of the corporation or collect delinquent assessments. The requirements of this Article IX will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil action the corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article IX. The following procedures and requirements apply to the corporation's commencement of any civil action other than an action to enforce the Bylaws of the corporation or collect delinquent assessments:

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

- (a) it is in the best interests of the corporation to file a lawsuit;
- (b) that at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;
- (c) litigation is the only prudent, feasible and reasonable alternative; and
- (d) the Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:

(a) the number of years the litigation attorney has practiced law; and

(b) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(3) The litigation attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The litigation attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each homesite in Heritage Hills to fund the estimated cost of the civil action both in total and on a monthly per unit basis, as required by subparagraph (f) of this Article IX.

(c) If the lawsuit relates to the condition of any of the common areas of Heritage Hills, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the common elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the common areas that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the common elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the litigation evaluation meeting.

(d) The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the corporation's Bylaws or collect delinquent assessments) shall require the approval of a majority in value of the members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article IX shall be paid by special assessment of the members of the corporation ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The litigation special assessment shall be apportioned to the members in accordance with their respective interests in Heritage Hills and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article IX, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

(1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) the status of the litigation;

(2) the status of settlement efforts, if any; and

(3) the attorney's written report.

(i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article IX ("litigation expenses") shall be fully disclosed to members in the corporation's annual budget. The litigation expenses for each civil action subject to this Article IX shall be listed as a separate line item captioned "litigation expenses" in the corporation's annual budget.

ARTICLE X

These Articles of Incorporation may only be amended by consent of two-thirds ($\frac{2}{3}$) of all members.

Signed this 30th day of July, 1998.

HERITAGE HILLS OF AUBURN HILLS, L.L.C.,
a Michigan limited liability company

By: /s/ James G. Migliore

Its: Member

DET_C\106652 1

**BYLAWS
OF
HERITAGE HILLS ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **HERITAGE HILLS ASSOCIATION** (hereinafter the "Association"). The principal office of the Association shall be located 30840 Northwestern Highway, Suite 270, Farmington Hills, Michigan 48334-2551. The location of the principal office of the Association may be changed by Declarant or the Board of Directors. Meetings of Members and directors may be held in such places within Oakland County, Michigan, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

All terms defined in the Heritage in the Hills Declaration of Covenants, Conditions and Restrictions recorded in Liber 18833, Pages 594 through 664 of the office of the Register of Deeds of Oakland County, Michigan (the "Declaration"), shall have the same meanings when used herein.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Membership and voting rights shall be as provided for in Article III of the Declaration.

**ARTICLE IV
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held at the time and place specified by the Board of Directors in the notice to Members of the meeting pursuant to the Declaration; provided that so long as Declarant has not relinquished its exclusive voting rights or conveyed title to all of the Sites in the Overall Development, Declarant shall determine the time and place of the first annual meeting. Each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter on the day, at the hour, and at the place specified in the notice to the Members of the meeting.

Section 2. Special Meetings. After such time as Declarant has either relinquished its exclusive voting rights or conveyed title to all of the Sites in the Overall Development, Special meetings of the Members may be called at any time by the President or a majority of the members of the Board of Directors or upon the written request of the Members entitled to one fourth (1/4) of the votes of the entire membership.

Section 3. Place of Meetings. Meetings of the Members shall be held at such place within Oakland County, Michigan, as may be determined by Declarant or the Board of Directors.

Section 4. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, to each Member entitled to vote at such meeting, by hand delivery or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Notice shall be mailed or delivered not less than fifteen (15) days nor more than thirty (30) days before the date of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in case of special meeting, the exact purpose of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 5. Quorum. Except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws, the presence at a meeting of Members or their proxies entitled to cast one-third (1/3) of the votes of the entire membership shall constitute a quorum for any action. If, however, a quorum is not present or represented at any meeting, the Members or their proxies present and entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Site.

Section 7. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the minute book of the Association.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Number, Term and Qualification. The number of directors of the Association shall be three (3) until the first annual meeting of the Association, at which time the number of Directors shall be increased to five (5). At the first annual meeting, the Members shall elect one director to serve for a term of one year, two directors to serve for a term of two years, and two directors to serve for a term of three years.

At each annual meeting thereafter, the Members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) is (are) expiring, to serve for a term of three years (except in the case of the initial election of a director, in which case the term of that director may be shortened to provide for the staggering set forth in this Section, or in the case of the filling of a vacancy, in which case the director elected to fill the vacancy shall be elected for the unexpired term of the director whose vacancy is being filled).

The term of the office of the directors shall be staggered so that, except for an election to fill a vacancy or to fill a newly-created directorship, the terms of not less than one (1) nor more than three (3) directors shall expire at each annual meeting. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified. Directors need not be members of the Association.

At the sole option of Declarant, the Association may function without a Board of Directors (i.e., through Declarant) until such time as the Members of the Association elect a non-Declarant Board of Directors.

Section 3. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 4. Election. Except as provided in Section 6 of this Article, the directors shall be elected at the annual meeting of the Members by secret written ballot. In such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled under the provisions of Article III of these Bylaws. The person(s) receiving the highest number of votes shall be elected. Neither cumulative voting nor fractional voting is permitted.

Section 5. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

Section 6. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor, who shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 7. Compensation. No director shall receive compensation for any serve he may render to the Association in the capacity of director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, without notice, and at such place and hour as may be fixed from time to time by resolution of the Board. Should the date of such meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of the business. Every act or decision done or made by a majority of the directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Informal Action by Directors. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if written consent to the action so taken is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the President, a Chairman shall be elected by the Board of Directors to serve until a new President is elected.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon and establishing penalties for infractions thereof, and adopt and publish rules and regulations interpreting and/or supplementing the restrictions and covenants applicable to the Properties, and take any and all actions deemed by the Board to be necessary or appropriate to enforce such rules and regulations;

(b) suspend a Member's voting rights during any period in which he shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after such notice and hearing as the Board, in its sole discretion, shall establish, for a period not to exceed 60 days, for infraction of the published rules regulations of the Association;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without good cause;

(e) employ a manager (including Declarant; as provided in the Declaration) and such other employees or independent contractors as it deems necessary and prescribe their duties, and contract with a management company to manage the operation of the Association. In the event that a contract is entered into with a management company, such contract must be terminable by the Board of Directors without cause or penalty on not more than ninety (90) days' notice and any management contract made with Declarant shall be for a period not to exceed three years;

(f) employ attorneys, accountants and other persons or firms to represent the Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewage, utility or drainage facilities upon, over, and under and across the property owned by the Association without the assent of the Members when such easements are necessary for the convenient use and enjoyment of the Properties; and

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or after such time as Declarant has either relinquished its exclusive voting rights or conveyed title to all of the Sites in the Overall Development, at any special meeting when such statement is requested in writing at least five (5) working days before such meeting by Members entitled to at least one-fourth (1/4) of the votes;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) except as may be limited by the Declaration, to:

(1) fix the amount of the annual assessment against each Site at least thirty (30) days before January 1 of each year;

(2) send written notice of such assessment to every Owner subject thereto at least fifteen (15) days before January 1 of each year; and

(3) as to any Site for which an assessment remains unpaid, bring an action at law against the Owner personally obligated to pay the assessment and/or foreclose the lien against such Site.

(d) issue, or cause an appropriate officer of the Association to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be established by the Board of Directors for the issuance of such certificate. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment;

(e) procure and maintain: (i) adequate liability insurance covering the Association; (ii) officers' and directors' errors and omissions insurance; and (iii) full replacement value hazard insurance on the real and personal property owned by the Association;

(f) cause the Common Area and all facilities erected thereon and any portions of any Site for which the Association has maintenance responsibility to be maintained;

(g) establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements constructed on the Common Area;

(h) provide such notices to and obtain such consents from the owners and holders of first deeds of trust on Sites within the Properties as is required by the Declaration or these Bylaws;

(i) pay all ad valorem taxes and public assessments levied against the real and personal property owned in fee by the Association;

(j) hold annual and special meetings and elections for the Board of Directors; and

(k) prepare annual budgets and financial statements for the Association and make same available for inspection by the Members and their agents at all reasonable times.

Section 3. Enforcement. Notwithstanding anything to the contrary in this Article, the Board is authorized to enforce any provision of the Rules by self-help methods (specifically including, but not limited to, the towing of Owner and tenant vehicles parked in violation of parking rules) or by action at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Association shall be entitled to recover all costs of such action, including reasonably attorney's fees incurred. Any entry onto any Site for purposes of exercising this power of self-help shall not be deemed as trespass.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be President, who shall at all times be a member of the Board of Directors, a Secretary, a Treasurer, and such Vice President(s) and other officers as the Board may from time to time by resolution appoint.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by the Board. The person appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article. Notwithstanding the foregoing, the offices of Secretary and Treasurer may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall: preside at all meetings of the Board of Directors and of the Members; see that orders and resolutions of the Board are carried out; sign all leases, promissory notes, mortgages, deeds and other written instruments; and, in the absence of the Treasurer, sign all checks.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring a seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association and their addresses; and perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall: receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; issue, or cause to be issued, all requested certificates setting forth whether the assessments applicable to a specific Site have been paid; cause an annual audit of the Association books to be made by an independent public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and, if directed by resolution of the Board of Directors, sign all checks of the Association.

ARTICLE IX JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Site Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Site Owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Site Owners, and shall be governed by the requirements of this Article IX. The requirements of this Article IX will ensure that the Site Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article IX. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

Section 1. Board of Directors' Recommendation to Site Owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Site Owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Site Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Site Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Site Owners not less

than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(1) it is in the best interests of the Association to file a lawsuit;

(2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

(3) litigation is the only prudent, feasible and reasonable alternative;
and

(4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:

(1) the number of years the litigation attorney has practiced law; and

(2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The litigation attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article IX.

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY

PHYSICAL CHEMISTRY
BY
RICHARD M. MAYER

LECTURE NOTES
FOR THE COURSE
PHYSICAL CHEMISTRY

LECTURE I
THERMODYNAMICS
1.1. THE FIRST LAW

1.2. THE SECOND LAW

1.3. THE THIRD LAW

1.4. ENTROPY

1.5. GIBBS FREE ENERGY

1.6. CHEMICAL POTENTIAL

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Site Owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Site Owners with the written notice of the litigation evaluation meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Site Owners in the text of the Association's written notice to the Site Owners of the litigation evaluation meeting.

Section 5. Site Owner Vote Required. At the litigation evaluation meeting the Site Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Site Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Section 1 through 10 of this Article IX shall be paid by special assessment of the Site Owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Site Owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Site Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Site Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

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Section 7. Attorney's Written Report. During the course of any civil action authorized by the Site Owners pursuant to this Article IX, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the attorney's written report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Site Owners, the Board of Directors shall call a special meeting of the Site Owners to review the status of the litigation, and to allow the Site Owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Site Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

1. The first part of the document is a letter from the Secretary of the State to the Governor, dated 18th March 1877. It contains a report on the progress of the work done during the year.

2. The second part is a report on the work done during the year, dated 18th March 1877. It contains a detailed account of the work done during the year, and a list of the names of the persons who have been employed during the year.

3. The third part is a report on the work done during the year, dated 18th March 1877. It contains a detailed account of the work done during the year, and a list of the names of the persons who have been employed during the year.

4. The fourth part is a report on the work done during the year, dated 18th March 1877. It contains a detailed account of the work done during the year, and a list of the names of the persons who have been employed during the year.

5. The fifth part is a report on the work done during the year, dated 18th March 1877. It contains a detailed account of the work done during the year, and a list of the names of the persons who have been employed during the year.

6. The sixth part is a report on the work done during the year, dated 18th March 1877. It contains a detailed account of the work done during the year, and a list of the names of the persons who have been employed during the year.

7. The seventh part is a report on the work done during the year, dated 18th March 1877. It contains a detailed account of the work done during the year, and a list of the names of the persons who have been employed during the year.

8. The eighth part is a report on the work done during the year, dated 18th March 1877. It contains a detailed account of the work done during the year, and a list of the names of the persons who have been employed during the year.

9. The ninth part is a report on the work done during the year, dated 18th March 1877. It contains a detailed account of the work done during the year, and a list of the names of the persons who have been employed during the year.

10. The tenth part is a report on the work done during the year, dated 18th March 1877. It contains a detailed account of the work done during the year, and a list of the names of the persons who have been employed during the year.

11. The eleventh part is a report on the work done during the year, dated 18th March 1877. It contains a detailed account of the work done during the year, and a list of the names of the persons who have been employed during the year.

ARTICLE X COMMITTEES

The Board of Directors of the Association shall appoint a Nominating Committee as provided in Section 3 of Article V of these Bylaws. The Board of Directors may appoint an architectural committee and such other committees as it deems necessary to carry out the affairs of the Association.

ARTICLE XI BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member or his agent. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII MISCELLANEOUS

Section 1. Corporate Seal. The Association shall have a seal in a circular form having within its circumference the words: Heritage Hills Association, and such seal, as impressed in the margin hereof, is hereby adopted as the corporate seal of the Association.

Section 2. Amendments. Except as otherwise provided herein, these By-Laws may be amended or repealed and new by-laws adopted at any regular or special meeting of the Board of Directors by the affirmative vote of a majority of the directors then holding office.

These By-Laws may also be amended or repealed and new by-laws adopted at any regular or special meeting of the Members, by the affirmative vote of two-thirds of the votes cast at such meeting, subject to normal quorum requirements, provided however, that so long as Declarant has not relinquished its exclusive voting rights or conveyed title to all of the Sites in the Overall Development, Declarant shall be vested with the sole voting rights of the Association with regard to amendment of the Bylaws.

No by-law adopted or amended by the Members shall be amended or repealed by the Board of Directors, except to such extent that such by-law expressly authorizes its amendment or repeal by the Board of Directors.

ARTICLE 8
COMMITTEES

The committee shall be composed of members of the organization who are interested in the subject matter of the committee. The committee shall report to the organization at such times as may be determined by the organization.

ARTICLE 9
BOOKS AND RECORDS

The books and records of the organization shall be kept in such a manner as to be accessible to all members of the organization at all times. The books and records shall be preserved for such period of time as may be determined by the organization.

ARTICLE 10
FINANCIAL STATEMENTS

The financial statements of the organization shall be prepared and audited in accordance with the provisions of this article. The financial statements shall be made available to all members of the organization.

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Section 3. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 4. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 5. Gender. Any use of the masculine gender in these By-Laws shall be construed to include the feminine gender. Any use of the singular shall be construed, as appropriate, to include the plural.

WK00541-2

THESE ARE THE TERMS AND CONDITIONS OF THE CONTRACT...

BY SIGNING THIS CONTRACT, THE PARTIES AGREE TO THE FOLLOWING...

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORK DESCRIBED...

ARTICLE 1

HERITAGE IN THE HILLS

ESCROW AGREEMENT

THIS AGREEMENT is made as of the 29th day of May, 1998, between Heritage Hills of Auburn Hills, L.L.C., a Michigan limited liability company, Developer and Security Union Title Insurance Company, by its agent Metropolitan Title Company, "Escrow Agent".

WHEREAS, Developer is developing Units in Heritage in the Hills as a residential site condominium in Michigan and is selling homes built in Units in Heritage in the Hills pursuant to Purchase Agreements and/or New Home Deposit Agreements in substantially the form attached hereto which provides for the sale of such Units and which require that deposits be held in an escrow account with Escrow Agent, and

WHEREAS, the parties hereto desire to enter into this Escrow Agreement to establish an escrow account for the benefit of Developer and for the benefit of such Purchasers, and

WHEREAS, Escrow Agent is acting as an independent party hereunder pursuant to this Escrow Agreement and the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter the "Act") for the benefit of Developer and all Purchasers and not as the agent of any one or less than all of such parties

NOW, THEREFORE, it is agreed as follows.

1. Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited for escrow under a Purchase Agreement or New Home Deposit Agreement, together with a fully executed copy of such Agreement. If a Purchaser who has deposited funds under a New Home Deposit Agreement subsequently signs a Purchase Agreement, such funds shall be treated as a Deposit under the Purchase Agreement. If a Purchaser in a New Home Deposit Agreement withdraws from such Agreement prior to signing a Purchase Agreement then the Deposit under the New Home Deposit Agreement shall promptly be refunded to such Purchaser.

2. The sums paid to Escrow Agent under the terms of any Purchase Agreement shall be held and released to Developer or Purchaser only upon the conditions hereinafter set forth.

A. The escrowed funds shall be released to Purchaser upon the following circumstances:

(i) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and Purchaser diligently pursues a mortgage application but fails to obtain such mortgage Escrow Agent shall release to Purchaser all sums held by it pursuant to said Agreement.

(ii) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time the Agreement becomes binding under paragraph 3 of the General Provisions thereof, Escrow Agent shall, within three business days from the date of receipt of written notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

B. After a Purchase Agreement has become binding upon the Purchaser, then in the event that Purchaser defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of 10 days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement.

C. Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement) and upon issuance of a Certificate of Occupancy with respect to the Unit if required by local public ordinance, Escrow Agent shall release to Developer all sums held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer or architect confirming:

(i) That those portions of the phase of the Condominium in which such Purchaser's Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete, and

(ii) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located, which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete.

If the elements or facilities labeled "must be built" and referred to above are not substantially complete, only sufficient funds to finance substantial completion of such elements or facilities shall be retained in escrow and the balance may be released. All funds required to be retained in escrow may be released, however, if other adequate security shall have been arranged as provided below. Determination of amounts necessary to finance substantial completion shall be determined by the certificate of a licensed professional architect or engineer. For purposes of applying the above provisions, the phase of the Condominium in which Purchaser's Unit is located shall be substantially complete when all utility mains and leads, all major structural components of general common element buildings, all general common element building exteriors, and all sidewalks, driveways, landscaping and access roads (to the extent such items are designated on the Condominium Subdivision Plan as "must be built") are substantially complete as evidenced by certificates of substantial completion issued by a licensed professional architect or engineers described hereinafter. Improvements of the type described in subparagraph (ii) above shall be substantially complete when certificates of substantial completion have been issued therefor by a licensed professional architect or engineer described hereafter.

D. Upon furnishing Escrow Agent a certificate from a licensed architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such funds or other security specified by the issuer of the certificate as being attributable to such substantially completed items, provided, however, that if the amounts remaining in escrow after any such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer.

E Escrow Agent shall be under no obligation to earn interest upon the escrowed funds or other security held hereunder. However, all such interest shall be separately accounted for by Escrow Agent and shall be held in trust and released to and when or if so determined as released hereunder provided however that all interest earned on deposits refunded to a Purchaser upon such Purchaser's completion of a Purchase Agreement shall be paid to Developer. Any interest paid to Developer shall not be credited to Purchaser for any reason.

F If Developer requests that all or any portion of the escrowed funds held hereunder be delivered to it prior to the time it otherwise becomes obligated to receive such funds, Escrow Agent may release such funds to Developer if Developer has placed with Escrow Agent security in form and substance satisfactory to Escrow Agent securing full repayment of said sums, as may be permitted by law.

G If Escrow Agent is holding in escrow funds or other security for completion of incomplete elements or facilities under 103b(7) of the Act, such funds or other security shall be administered by Escrow Agent in the following manner:

(i) Escrow Agent shall upon request give all notices required by the Act.

(ii) If Developer, the Condominium Association and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent for Escrow Agent's protection, as determined by Escrow Agent in its absolute and sole discretion) as to the disposition of the funds or security in escrow under 103b(7) of the Act, Escrow Agent shall release such funds or security in accordance with the terms of such written agreement among such parties.

(iii) Except as provided above, Escrow Agent shall be under no obligation to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:

(a) Initiate an interpleader action in any circuit court in Michigan naming Developer and the Condominium Association and all others and interested parties as parties and deposit all funds or other security in escrow under 103b(7) of the Act with the clerk of such court in full discharge of its responsibilities under this Agreement; or

(b) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer and the Condominium Association shall be named as parties. Escrow Agent shall continue to hold all sums in escrow under 103b(7) of the Act pending the outcome of such arbitration, but Escrow Agent shall not be a party to such arbitration. All issues relating to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any circuit court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accord with the arbitration decision or may commence an interpleader action with respect thereto as provided above.

3 Escrow Agent may require reasonable proof of occurrence of any of the events, actions or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement or New Home Deposit Agreement either to a Purchaser thereunder or to a Developer. Whenever Escrow Agent is required hereunder to receive the certification of a licensed professional architect or engineer, Escrow Agent may rely entirely upon any such certificate. All estimates and determinations of the cost to substantially complete any incomplete items for which escrowed funds are being held hereunder shall be made entirely by a licensed professional engineer or architect, the determinations of all amounts to be retained in escrow for the completion of any such items shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. Escrow Agent shall have no duty whatsoever at any time to inspect the Condominium or make any cost estimates or determinations, and Escrow Agent may rely entirely upon such certificates, determinations and estimates as are provided for herein for retaining and releasing escrowed funds.

4 Upon release of the funds deposited with Escrow Agent pursuant to any Purchase Agreement or New Home Deposit Agreement and this Escrow Agreement, Escrow Agent shall be released from any further liability, it being expressly understood that Escrow Agent's liability is limited by the terms and provisions set forth in this Escrow Agreement, and that by acceptance of any escrow deposit, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it or the marketability of title to any Unit. Escrow Agent is not responsible for the failure of any bank used by it as a depository for funds received by it under this Escrow Agreement. Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement or New Home Deposit Agreement. Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of Developer's actions or performance or Developer's obligations. As long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination provided for herein, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-owner or any other party for any error in such certificate, cost estimate or determination or for any act or omission by Escrow Agent in reliance thereon. Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds deposited in escrow less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorneys' fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

5 All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered mail postage prepaid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon the applicable Purchase Agreement or New Home Deposit Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whatever is applicable.

DEVELOPER

HERITAGE HILLS OF AUBURN HILLS, L.L.C.,
a Michigan limited liability company

By _____

Its Authorized Agent
1700 Northwestern Hwy., Suite 270
Bloomington Hills, MI 48334

ESCROW AGENT

SECURITY UNION INSURANCE COMPANY,
a California corporation, by its agent
Metropolitan Title Company

By _____

Its Authorized Agent
1400 N. Woodward Ave., Suite 170
Bloomfield Hills, Michigan 48304

HERITAGE IN THE HILLS

NOTICE TO PURCHASERS

Re: Private Roads and Drives

The roads and drives in Heritage in the Hills are general common elements and, therefore, will be maintained by the Heritage in the Hills Homeowners Association and not by the Board of County Road Commissioners or any other governmental agency.

NOTICE TO PURCHASERS AND MORTGAGEES

Re: Amendments to Master Deed

This is to notify you that the initial Master Deed establishing Heritage in the Hills permits Developer to amend the Master Deed in connection with the expansion of the Condominium and the conversion of certain areas in the Condominium into units and or common elements. Such amendments may be made by the Developer in the manner provided in the Master Deed without the consent of co-owners or mortgagees.

DEVELOPER

HERITAGE OF AUBURN HILLS, L.L.C.

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