

**PINE LAKE FOREST  
MASTER DEED**

*Recorded at Liber 1552, Pages 1166-1198*

This Master Deed is executed on January 18, 1996, by Pine Lake Forest L.L.C., a Michigan limited liability company ("Developer"), 265 Alloy Drive, Fenton, Michigan 48430, pursuant to the provisions of the Michigan Condominium Act, 1978 P.A. 59, as amended, (the "Act").

**RECITALS:** By recording this Master Deed, and the attached Bylaws (Exhibit A) and Condominium Subdivision Plan (Exhibit B), the Developer intends to establish the real property described in Article II below, together with the improvements located and to be located on, and the appurtenances to, that real property as a residential site condominium project under the provisions of the Act. Therefore, the Developer establishes Pine Lake Forest as a site Condominium Project under the Act and declares that Pine Lake Forest (the "Condominium", "Project" or the "Condominium Project") shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in all ways utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided that:

**ARTICLE I: TITLE AND NATURE.** The Condominium Project shall be known as Pine Lake Forest, Genesee County Condominium Subdivision Plan No. 146. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in Exhibit B. Each Unit is capable of individual use by having its own entrance from and exit to a Common Element of the Project. Each Co-owner in the Project has an exclusive right to his Unit, has undivided and inseparable rights to share with other Co-owners the Common Elements of the Project, and has the right to construct a single residential dwelling on his Unit, subject to the Condominium Documents and all applicable laws.

**ARTICLE II: LEGAL DESCRIPTION.** The land submitted to the Condominium Project is described as:

Part of the Northeast 1/4 of Section 32, T5N-R6E, Township of Fenton, Genesee County, Michigan, described as: Beginning at the North 1/4 corner of said Section 32; thence S 89°11'35" E 50.07 feet to an existing 1/2" rod, said point being Point "A"; thence continuing S 89°11'35" E 120 feet, more or less, to the shoreline of Pine Lake; thence Southeasterly along said shoreline 2480 feet, more or less, to the north line of "HNATOW PLAT NO. 2" as recorded in Book 34 of Plats on Page 5, Genesee County, Michigan records; thence S 71°48'30" W along said plat line 235 feet, more or less, to the Northwest corner of said plat and Jacob Road, said point being S 33°59'46" E 325.05 feet and S 54°23'43" E 675.66 feet and S 52°41'35" E 435.06 feet and S 22°03'40" E 762.17 feet from Point "A"; thence S 18°11'30" E along the Westerly plat line 365.00 feet; thence continuing along said plat line 86.47 feet on a curve to the left having a radius 381.08 feet, central angle of 13°00'00" and chord bearing and distance of S 21°41'30" E 86.28 feet; thence continuing along said plat line S 31°11'30" E 100.00 feet; thence continuing along said plat line 117.30 feet along a curve to the right having a radius of 192.01 feet, central angle of 35°00'00" and chord bearing and distance of S 13°41'30" E 115.48 feet; thence continuing along said plat line S 03°48'30" W 83.13 feet; thence West 189.94 feet; thence South 300.00 feet to the East & West 1/4 line of said Section 32; thence West along said East & West 1/4 line 891.75 feet; thence N 01°12'03" W 492.11 feet; thence West 506.72 feet to the North and South 1/4 line of said Section 32; thence N 01°01'19" W along said North and South 1/4 line 2147.78 feet to the North 1/4 corner of said Section 32 and the point of beginning. Containing 69± gross acres of land and being subject to the use of the public in Owen and Whittaker Roads. Also subject to any easements, restrictions or rights-of-way of record.

**ARTICLE III: DEFINITIONS.** Certain terms are utilized in this Master Deed and Exhibits A and B, and in various other instruments such as the Rules and Regulations of the Pine Lake Forest Association, and deeds, mortgages, liens, land contracts,

easements and other instruments affecting the establishment of, or transfer of interests in, the Project. Those terms are usually capitalized (for example, the "Project") and are defined in the Act. Wherever used in those documents or any other pertinent instruments, those terms shall have the meanings given to them in the Act. The following terms are not defined in the Act, and shall have these meanings:

**Section 1. Homesite.** "Homesite" shall mean each Condominium Unit, its appurtenant Limited Common Elements, and the General Common Element land area between the Unit and the paved portion of the adjacent roadway.

**Section 2. Development Period.** "Development Period" means the period commencing on the date this Master Deed is recorded and continuing as long as Developer owns any Unit in the Project.

**ARTICLE IV: COMMON ELEMENTS.** The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair and replacement are:

**Section 1. General Common Elements.** The General Common Elements are:

**A. Roads.** The roadways located within the boundaries of Pine Lake Forest, unless and until they are dedicated to the public.

**B. Land.** Land within the Condominium Project not identified as either Units or Limited Common Elements shall be a General Common Element.

**C. Electrical, Gas, Telephone and Cable Television.** All underground electrical, gas, telephone and cable television mains and lines up to the point where they intersect the boundary of a Homesite and all common lighting for the Project, if any is installed.

**D. Storm Water Drainage System.** All storm water drainage and filtration facilities, if any, serving the Project.

**E. Water and Sanitary Sewers.** The water mains, if and when they are installed, and sanitary sewer mains servicing the Project, but not laterals or leads to a Unit.

**F. Detention Area and Detention Area Easement.** The storm water detention and retention areas and easements, if any, designated on the Condominium Subdivision Plan as General Common Elements.

**G. Landscaping, Exterior Lighting and Sprinkler Systems.** All landscaping, exterior lighting and sprinkler systems installed by the Developer or the Association within the General Common Element land areas.

**H. Other.** Other elements of the Condominium not designated as General or Limited Common Elements and not located within a Unit that are intended for common use of all Co-owners or are necessary to the Project.

**Section 2. Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

**A. Land.** Certain land, including land surrounding each Unit, may be shown on the Condominium Subdivision Plan as Limited Common Element, and is limited in use to the Unit to which it appertains, as shown on Exhibit B.

**B. Utility Leads.** All utility leads, laterals and lines lying within the Homesites and all water wells and pumps, and all related potable water facilities servicing a Unit are limited in use to the Units serviced by them.

**C. Driveways.** Private driveways serving individual Units are Limited Common Elements, even if they are located partially on the General Common Element land area.

**Section 3. Structures on Homesites Not Common Elements.** All structures and improvements located within the boundaries of a Homesite shall be owned in their entirety by the Co-owner of the Homesite on which they are located and shall not be Common Elements.

**Section 4. Responsibilities.** The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

**A. Co-owner Responsibilities.**

**1. Homesites.** The responsibility for and the costs of maintenance, decoration, repair, replacement and insurance (both property and liability) of each Homesite (including all easement areas located on the Homesite), all improvements on that Homesite (except actual physical improvements that are designated as General Common Elements in this Master Deed and Exhibit B) and all Limited Common Elements appurtenant thereto shall be borne by the Co-owner of the Unit in that Homesite or to which the Limited Common Element appertains, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association.

**2. Utility Services.** The responsibility for and cost of maintenance, repair and replacement of all utility laterals and leads within a Homesite shall be borne by the Co-owner of the Unit in that Homesite, except to the extent that those expenses are borne by a utility company or a public authority.

**B. Association Responsibilities.** The costs of maintenance, repair and replacement of all General Common Elements except the part of the General Common Elements located within a Homesite shall be borne by the Association, subject to any contrary provisions of the Bylaws. The foregoing notwithstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways, even after any dedication to the public, and such costs and expenses shall be costs of operation and maintenance of the Condominium.

**Section 5. Utility Systems.** Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment, and any telecommunications and cable television facilities, shall be Common Elements only to the extent of the Co-owners' interest in those items, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sanitary sewer, telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of utilities by laterals from the mains to any structures and fixtures located within the Units.

**Section 6. Use of Units and Common Elements.** No Co-owner shall use his Unit or the Common Elements in any way inconsistent with the purposes of the Project or in any way that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. The General Common Element land area located South of Unit 18 and the General Common Element land area located Northwest of Unit 1 are designated as a filtration areas. No Co-owner or any other person shall use those two filtration areas or allow those two filtration areas to be used for purposes of gaining access to the waters of Pine Lake.

**Section 7. Special Provisions for Roads, Storm Water Detention Areas and Filtration Facilities.** The Association shall have the responsibility for the maintenance, repair, operation and replacement of the roads, storm water detention areas and storm water filtration facilities in the Project. The expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities and any reserve for the replacement thereof shall be expenses of administration of the Project, and shall be assessed against all Co-owners of Units in the Project. Except in the case of Co-owner fault, each of those Units shall be assessed its proportionate share (as set forth in Article V of this Master Deed) of the expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities, which may be assessed as part of the regular assessments and/or as special assessments against those Units. The operation, maintenance, repair and replacement of the roads, storm water detention areas and storm water filtration facilities

are further subject to the terms and provisions of the Bylaws of the Project. The roads, storm water detention areas and storm water filtration facilities shall be operated, maintained, repaired and replaced in accordance with the provisions of the Master Deed and Bylaws for the Project, all rules and regulations for the Project, and all applicable federal, state and local statutes, laws, ordinances and regulations. If the Association or its contractors or agents fails to comply with the roads, storm water detention areas and storm water filtration facilities operation, maintenance, repair or replacement requirements set forth in the Master Deed, the Bylaws and applicable laws, then, in addition to all other remedies available under applicable law, the Charter Township of Fenton, the Genesee County Road Commission, the Michigan Department of Natural Resources (“MDNR”), and their respective contractors and agents, may, at their option, with or without notice, enter onto the Project or any Unit that is not in compliance and perform any necessary maintenance, repair, replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities. In that event, the Association shall reimburse the Township, the County, the MDNR and/or their contractors all costs incurred by it in performing the necessary maintenance, repair, replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities, plus an administrative fee of 15%. If the Association does not reimburse the Township for those costs, then the Township, at its option, may assess the cost therefor against the co-owners of the Units in the Project according to their respective percentages of value as set forth in Article V, below, to be collected as a special assessment on the next annual tax roll of the Township. At a minimum, the Association shall establish an annual inspection and maintenance program for the roads, storm water detention areas and storm water filtration facilities in the Project. This provision may not be modified, amended, or terminated without the consent of the Charter Township of Fenton.

#### **ARTICLE V: UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE.**

**Section 1. Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Pine Lake Forest as prepared by Alpha Land Surveying & Engineering, Inc. (Exhibit B). The Project consists of 133 site Units. Each Unit consists of the volume of land and air within the Unit boundaries as delineated with heavy outlines on Exhibit B.

**Section 2. Percentages of Value.** All of the Units shall have equal percentages of value, because the Units place approximately equal burdens on the Common Elements. The percentage of value assigned to each Unit shall determine each Co-owner's share of the Common Elements, the proportionate share of each Co-owner in the proceeds and expenses of administration and the value of the Co-owner's vote at meetings of the Association.

**ARTICLE VI: SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS.** Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. The resulting changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

**Section 1. By Developer.** Subject to approval by Fenton Township, Developer reserves the sole right during the Development Period, without the consent of any other Co-owner or any mortgagee of any Unit, to:

- A. Subdivide Units.** Subdivide or resubdivide any Units that it owns.
- B. Consolidate Contiguous Units.** Consolidate under single ownership two or more contiguous Units that it owns.
- C. Relocate Boundaries.** Relocate any boundaries between adjoining Units that it owns.

In connection with any subdivision, consolidation or relocation of boundaries of Units by the Developer, the Developer may modify, add to or remove Common Elements, and designate or redesignate them as General or Limited Common Elements and shall reallocate the percentages of value of the affected Units, as required by the Act. These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by and at the expense of the Developer.

**Section 2. By Co-owners.** Subject to approval by Fenton Township and, during the Development Period, the Developer, one or more Co-owners may:

**A. Subdivision of Units.** Subdivide or resubdivide any Units that he owns upon written request to the Association.

**B. Consolidation of Units; Relocation of Boundaries.** Consolidate under single ownership two or more contiguous Units that they own to eliminate boundaries or relocate the boundaries between those Units upon written request to the Association.

These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by the Association. The Co-owner(s) requesting the changes shall bear all costs of preparation and recording of the amendment(s). The changes shall become effective upon recording of the amendment in the office of the Genesee County Register of Deeds.

**Section 3. Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VI.

**Section 4. Construction of Improvements on Units.** Subject to the restrictions contained in the Condominium Documents, including the Rules and Regulations of the Project, as amended, a Co-owner may construct on his Unit one single-family residence. All construction shall be in accordance with and subject to the Rules and Regulations and all applicable codes, ordinances, statutes, laws, rules, regulations and private use restrictions.

## **ARTICLE VII: EASEMENTS.**

**Section 1. Easement for Utilities.** There shall be easements to, through and over the land in the Condominium (including all Units and their adjoining Limited Common Element setback areas) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as amended from time to time. If any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors, construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of that encroachment for as long as that encroachment exists, and for its maintenance after rebuilding in the event of destruction.

### **Section 2. Easements Retained by Developer.**

#### **A. Roadway Easements.**

(1) Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portions of the Project. Developer further reserves the right during the Development Period to install temporary construction roadways and access ways over the General Common Elements in order to gain access to the Project from a public road.

(2) The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right subsequent to that period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the General Common Element roadways in Pine Lake Forest. That right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B, recorded in the Genesee County Records.

(3) The Developer reserves the exclusive right until the lapse of the Development Period to maintain, repair, replace, decorate and landscape the Entranceways to the Project. The nature, extent and expense of maintenance, repair, maintenance, replacement, decoration and landscaping shall be at the sole discretion of the Developer. All costs and

expenses of **initial** installation of decorations and landscaping shall not be costs and expenses of administration and operation of the Condominium, but shall be borne by the Developer. All costs and expenses of maintenance, repair, maintenance, replacement, decoration and landscaping other than for the initial installation of those improvements shall be costs and expenses of operation and administration of the Condominium. As used in this Paragraph (3), the term "Entranceways" shall include but shall not be limited to the paved portions of the General Common Element roads and General Common Element land areas including but not limited to median strips and planting and green areas located within 200 feet of the centerline of Owen Road and 200 feet of the centerline of Whittaker Road. After expiration of the Development Period or when Developer assigns to the Association or to another person the Developer's rights under this Paragraph A(3), the Association shall have the responsibility for maintenance, repair, replacement, decoration and landscaping of the Entranceways to the extent those areas are General Common Elements for which the Association would otherwise have those responsibilities under the Master Deed and Bylaws for the Project.

**B. Utility Easements.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event the Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

**C. Granting Utility Rights to Agencies.** The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B recorded in the Genesee County Records.

**D. Developer's Right of Use.** The Developer, its successors and assigns, agents and employees, may maintain facilities as necessary on the Condominium Premises to facilitate the construction, development and sale of the Units including offices, models, storage areas, maintenance areas and parking. The Developer shall also have the right of access to and over the Project to permit the construction, development and sale of the Units.

**Section 3. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes that may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development Period has not expired.

**Section 4. Association Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

**Section 5. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development Period, shall have the power to grant easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit. However, the Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing that will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration

of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

**Section 6. Other Community Easements.** The Developer (or the Association after the expiration of the Development Period) shall have the right to grant any other easements on the General Common Elements that are necessary or desirable for development, community usage, coordinated maintenance and operation of Pine Lake Forest and to confer responsibilities and jurisdiction for administration and maintenance of those easements upon the administrator of Pine Lake Forest.

**Section 7. No Riparian Rights.** No riparian rights in the waters of Pine Lake are granted by the Developer by the recording of this Master Deed and no such rights are appurtenant to or an incident of ownership of any Unit in the Project that does not have frontage on Pine Lake. No access to Pine Lake shall be provided to any Unit that does not have riparian rights to the waters of Pine Lake.

**Section 8. Easement for Maintenance of Roads, Storm Water Detention Areas and Filtration Facilities.** The Association, the Genesee County Road Commission, the Michigan Department of Natural Resources, and the Charter Township of Fenton and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements, onto each Unit serviced by the roads, storm water detention areas and storm water filtration facilities, and onto the Limited Common Elements appurtenant to those Units for the purpose of inspections, improvement, repairing, maintaining (including preventative maintenance), and/or replacing the roads, storm water detention areas and storm water filtration facilities or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm water detention areas and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of the Charter Township of Fenton.

**ARTICLE VIII: AMENDMENT.** This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except that:

**Section 1. Modification of Units or Common Elements.** A Unit's dimensions, and the nature, extent and the responsibility for maintenance, repair or replacement of its appurtenant Limited Common Elements may not be modified in any material way without the written consent of the Co-owner and mortgagee of that Unit.

**Section 2. Mortgagee Consent.** A proposed amendment that would materially alter or change the rights of mortgagees generally shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

**Section 3. By Developer.** Prior to 1 year after expiration of the Development Period, the Developer may, without the consent of any Co-owner or any other person, amend the Condominium Documents to correct survey or other errors and make other amendments that do not materially affect any rights of any Co-owners or mortgagees in the Project.

**Section 4. Change in Percentage of Value.** The value of the vote of any Co-owner, the corresponding proportion of common expenses assessed against him and the percentage of value assigned to his Unit shall not be modified without his and his mortgagee's written consent, except as otherwise provided in the Condominium Documents.

**Section 5. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

**Section 6. Developer Approval.** During the Development Period, the Master Deed and Exhibits A and B shall not be amended or modified without the written consent of the Developer.

**ARTICLE IX: ASSIGNMENT.** The Developer may assign any or all of its rights or powers under the Condominium Documents or law, to another person or the Association by an appropriate written document duly recorded in the office of the Genesee County Register of Deeds."

**ARTICLE X: PINE LAKE RESTRICTIONS.** By regulation of the County of Genesee, high speed boating and water skiing on Pine Lake are prohibited.

WITNESSES:

Pine Lake Forest L.L.C.  
a Michigan limited liability company

\_\_\_\_\_  
/s/  
George F. Rizik, II

by: \_\_\_\_\_  
/s/  
Robert F. Boettcher, Member

\_\_\_\_\_  
/s/  
Tammy Jo Reitano

STATE OF MICHIGAN )  
                                  )SS.  
COUNTY OF GENESEE)

On January 18, 1996, the foregoing Master Deed was acknowledged before me by Robert F. Boettcher, member of Pine Lake Forest L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
/s/  
George F. Rizik, II  
Notary Public, Genesee County, Michigan  
My commission expires: 3/6/96

Drafted by and when recorded return to:  
George F. Rizik, II (P30595)  
Attorney at Law  
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July 7, 1995  
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Revised January 17, 1996