

EXHIBIT "B"

ARTICLE VI RESTRICTIONS

Section 1. Uses Permitted. No Unit shall be used for other than residential purposes. No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium; provided, however, that any Co-owner may maintain a home office in a Unit, maintain personal records and conduct personal business within a Unit, and participate in business or professional telephone calls from within the Unit. Meetings with customers or clients within a Unit is not permitted. Notwithstanding the foregoing, Developer may conduct any of the activities expressly described in the Master Deed or its exhibits. In no event shall any Unit within the Condominium be used for the operation of a "family day care home" or any other type of day care facility.

Section 2. Alterations and Modifications. Except as otherwise specifically permitted in this Article VI, no Co-owner shall make alterations in the exterior appearance of any Unit or make changes in any of the Common Elements, limited or general, without the express written approval of the Board of Directors including but not limited to, exterior painting or the erection of decks, antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications to any Unit. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium. Any deck constructed at the rear of a Unit must conform to deck plans prepared for review by the Developer and must be approved by Developer in writing prior to construction; provided that the authority to review and approve deck plans shall automatically be assigned to the Association upon the expiration of the Development and Sales Period. No lawn ornament, statue or similar item shall be installed upon the exterior of a Unit without the prior written approval of the Developer during the Development and Sales Period and by the Association through its Board of Directors after the Development and Sales Period.

Section 3. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in or on the Common Elements or within any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved, which increased cost may be assessed to and collected from the Co-owner in the manner provided in Article II hereof.

Section 4. Animals or Pets. Without the prior written consent of the Board of Directors, no animal or pet other than a total of two cats or dogs not to exceed 100 pounds in weight (per animal or pet) shall be kept in the Condominium by any Co-owner. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be

attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless both the Association and the Developer for any loss, damage or liability which the Association or the Developer may sustain as a result of the presence of such animal on the Condominium property. The term "animal or pet" as used in this Section shall not include small animals which are constantly caged such as small birds or fish. All pets must be registered with the Board of Directors of the Association.

Section 5. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Associations. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein. Unless special areas are designated by the Association, trash receptacles and containers shall not be permitted on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash and all trash receptacles and containers shall be stored inside and not on the exterior of a Unit. Neither the land included in any Unit, the exterior of any Unit, nor any Common Element shall be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in the driveways installed within a Unit. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 6. Common Elements. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No Co-owner may leave personal property of any description (including by way of example and not limitation bicycles, vehicles, chairs and benches) unattended on or about the Common Elements. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 7. Vehicles. No vehicles other than passenger cars, sports utility vehicles or pick up trucks shall be parked or maintained within the Condominium or any Unit therein unless the vehicle is parked within a suitable private garage built in accordance with the restrictions set forth herein. Vehicles subject to this restriction shall include, without limitation, all trailers, trucks (other than pick up trucks), boats, boat trailers, aircraft, commercial vehicles and campers. All passenger cars, sport utility vehicles and pick up trucks may only be parked within such private garage as may have been constructed within the Unit or on the driveway located between said garage and the street. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used, maintained or operated in the Project.

Section 8. Weapons. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

Section 9. Signs and Advertising. No signs, displays or decorations of any type shall be displayed in a location that is visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs or other advertising devices and political signs of any type, without the

express written permission of the Board of Directors and, during the Development and Sales Period, the Developer. (This provision shall not preclude the display of a single United States flag of a size not greater than three feet by five feet on the exterior of a Unit as expressly permitted by Section 56a of the Condominium Act, MCLA § 559.156a.) Throughout the duration of the Development and Sales Period, no "For Sale" signs shall be installed or placed within the Condominium, except for such signs as may be installed or placed within the Condominium by the Developer or one or more Residential Builders pursuant to the rights reserved below in Section 21 of this Article VI. In no event shall such General Common Element entrance signs as may be installed by the Developer or by a Residential Builder designated by the Developer at the entrances into the Condominium from Pontiac Trail be removed, relocated or modified to remove the name of the Developer or the name of the designated Residential Builder from such sign as such names may appear, either during or after the Development and Sales Period.

Section 10. Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors of the Association including the first Board of Directors (or its successors) prior to the Transitional Control Date; provided that any such rule or regulation must be approved by the Developer during the Development and Sales Period. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners or posted on a General Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners.

Section 11. Association's Right of Access. The Association or its duly authorized agents shall have access to each Unit (but not the interior of any Residence thereon) and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent shall also have access to each Unit (excluding the interior of any Residence thereon) and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to any Unit or any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of such damage. Subject to the foregoing and other provisions in the Master Deed and these By-Laws, each Co-owner shall be entitled to exclusive occupancy and control over the Co-owner's Unit and all Limited Common Elements appurtenant thereto.

Section 12. Architectural Control. All Residences and appurtenances thereto shall be built entirely within the Units which are shown on the Condominium Subdivision Plan. All Residences and related structures constructed in the Condominium shall conform to the Architectural and General Site Design Guidelines for the Saddle Creek Planned Development Agreement (Section 8, items a through h, page 6 of the PD Agreement). No Residence,

building, structure or other improvement shall be constructed outside of a Unit or elsewhere within the Unit or the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer including, but not limited to the following:

(a) A topographic survey showing the existing and proposed grades, the location of all trees in excess of six (6") inches in diameter, the proposed location of each building or structure and the proposed location of drives and parking areas;

(b) Construction and architectural plans including dimensioned floor plans, typical sections and all elevations; and

(c) Specifications setting forth the type of quality of all materials and workmanship to be employed including a detailed finish schedule for all exterior materials, products and finishes.

Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons or which otherwise fail to satisfy the requirements of these Condominium Documents; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-Owners. Developer's rights under this Article VI, Section 12 may, in Developer's discretion, be assigned (in whole or in part) to the Association or other successors to Developer. The Developer may construct or authorize any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of any prior consent from the Association or any other person or entity. The Developer shall have the unqualified right to waive specific limitations contained in the Condominium Documents. Nothing in this provision or in any other provision of the Condominium Documents shall be construed to require that a Co-owner install trees that the Developer is required to install as a condition of site plan approval by the Township.

Section 13. Minimum Square Feet; Unit Width and Setbacks. The minimum area of any Residence constructed within a Unit shall be not less than one thousand seven hundred (1,700) square feet, as determined by the Developer.

The following setback requirements shall apply to all Units in the Condominium:

(a) Any Residence constructed on a Unit shall be set back at least thirty (30') feet from the front boundary of the Unit. If a Residence fronts upon two streets, the side on which the main entrance to the Residence is located shall be considered the "front" of the Unit for the purposes of this provision.

(b) Any Residence constructed on a Unit shall be set back at least thirty-five (35') feet from the rear boundary of the Unit.

(c) Any Residence constructed on a Unit shall be set back at least eight (8') feet from both side boundaries of the Unit; provided that the aggregate side yard setback for both sides of a Unit and the minimum distance between Residences constructed upon adjoining Units, shall be at least thirty (30') feet.

Section 14. Exterior Finishes and Colors. The materials used on the exterior walls of the Residence built within a Unit shall be a combination of brick, stone, wood, "Hardi-Plank" or similar siding, with the determination of whether a siding is similar to "Hardi-Plank" being within the Developer's sole discretion. Aluminum gutters, down spouts and flashing shall be permitted as well as copper roofing material on bays. Texture T 1-11 and aluminum siding shall not be used in the construction of Residences or other structures within the Condominium and all window, door and house trim shall comprise wood, vinyl clad wood, aluminum clad or vinyl.

The exterior colors of Residences and other structures must be natural and subdued. Proposed exterior paint and stain colors shall be submitted to the Developer for approval prior to application in compliance with the requirements set forth above in Section 12 of this Article VI.

Section 15. Roof Material and Pitch. The roofs of Residences constructed within the Condominium shall be constructed of 25-year three-tab asphalt shingles or of materials of equal or greater quality as determined by the Developer in its sole discretion. No single-level flat roofs shall be permitted on the main body of any Residence or other structure, except that flat roofs may be installed over "Florida rooms", porches or patios if they are architecturally compatible with the rest of the Residence. Except for the flat roofs permitted by this provision, all roofs shall have a minimum pitch of five (5) on twelve (12).

Section 16. Garages and Driveways. All garages must be attached or architecturally related to the Residence and all garages shall provide space for two (2) or three (3) automobiles. All garages shall feature side entry. The doors to any garage installed within the Condominium shall comprise either panelized steel or panelized aluminum. Vehicular access to Units and the Project shall be only by the roads within the Project. All driveways must connect to the roads contained within the Project. All driveways, approaches and sidewalks shall be constructed of brick pavers or concrete. All driveways shall be completed prior to occupancy, except to the extent prohibited by strikes or weather conditions, in which case the driveway shall be completed within ninety (90) days of the termination of the strike or adverse weather.

Section 17. Air Conditioners; Fences. No window or wall-mounted air conditioners are permitted to be installed or used within or on any Residence or structure within the Condominium. All exterior air conditioner equipment shall be located so as to minimize noise to adjacent Units and Residences and all such equipment shall be screened by landscaping so that it is not visible from the road or street and adjacent Residences. All exterior components of air conditioning systems shall be located at the rear or rear offsets of the Residence constructed within a Unit.

No fence shall be installed within the Condominium or upon any Unit without the prior written approval of the Township and, during the Development and Sales Period, the Developer. (The Developer's approval of any fence installed within the Condominium shall also be required for so long as the Developer owns any portion of the Future Expansion Area that has not been included in the Condominium or any dwelling unit constructed thereon.) Wrought iron fences or similar type fences may be installed for dog runs and swimming pools so long as the approvals required by this provision are obtained. No privacy fences or perimeter fencing along Unit boundaries shall be permitted nor shall fences be installed within the Condominium around air conditioning system components or for other outside screening.

Section 18. Landscaping Requirements; Restrictions on Tree Removal. The berms and landscaped areas maintained as General Common Elements within the Condominium shall be landscaped in conformance with the Landscape Plan attached as Exhibit H to the PD Agreement identified in Article III, paragraph (u) of the Master Deed; said PD Agreement being further described in Article VII, paragraph (k) of the Master Deed. Pursuant to paragraph 7A of the PD Agreement, modifications to types and locations of plantings included in the approved landscape plan may require the prior written approval of the Township Planner. Any such modification by the Association shall, during the Development and Sales Period, also require the prior written approval of the Developer. The Developer shall install the street trees required by the Landscape Plan at the front of each Unit or, in the alternative, transfer responsibility for the installation of required street trees to the Residential Builders of the Residences on each Unit as permitted by paragraph 7A of the PD Agreement.

Pursuant to paragraph 7B of the above referenced PD Agreement, existing trees may be identified for preservation on certain individual Units. No Co-owner shall remove any such tree that is designated for preservation without first obtaining such permit from the Township as may be required by the Township's ordinances. No tree designated for preservation may be removed during the Development and Sales Period without the prior written approval of the Developer.

Section 19. Antennas, Mailboxes and Alterations and Modifications Which Affect Utility Lines. No Co-Owner shall install or erect any sort of antenna (including dish antennas) upon any General Common Element. Co-owners shall have the right to install (i) not more than one antenna designed to receive television broadcast signals and (ii) not more than one antenna measuring one meter (39 inches) or less in diameter or diagonally and designed to receive direct broadcast satellite services or video programming from multichannel multipoint distribution (wireless cable) providers within their Units; provided that any such antenna shall be installed behind the Residence constructed within the Unit in a location that is, to the maximum extent possible, shielded from view from the road while still permitting reception of an acceptable quality signal. The Association shall have the right to impose rules requiring that any installed antenna be painted in a specified color so that the antenna blends into its surroundings. The provisions in this Section 19 applicable to antennas are intended to comply with applicable rules and regulations promulgated by the Federal Communications Commission (the "FCC Rules") and shall be automatically amended and revised to the extent required to remain in compliance with future modifications to the FCC Rules. Co-owners are urged to restrict the antenna installed upon their Unit to a dish design measuring not more than 18 inches in diameter. In no event shall an antenna permitted by this Section 19 be installed in front of a Residence unless

the Co-owner can demonstrate that an acceptable quality signal cannot be obtained from a location to the rear of the Residence.

The design, material, color and construction of all mailboxes and mailbox stands must be approved by the Board of Directors prior to their installation. To insure that mailboxes are uniform in appearance and design, the Developer shall have the right during the entire Development and Sales Period to require that the Co-owners of each and every Unit install such mailbox and/or mailbox stand as may be purchased by the Association at the direction of the Developer to the exclusion of any other mailbox and/or mailbox stand and that the Co-owners of each Unit reimburse the Association for the entire cost of the mailbox and/or mailbox stand. All mailboxes must be properly maintained and kept in a slightly appearance by the Co-Owners. No Co-Owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way.

Section 20. Co-Owner Maintenance. Each Co-owner shall maintain his or her Unit (and all improvements constructed therein) and any Limited Common Elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. No unsightly condition shall be maintained upon any deck, patio or porch and only furniture and equipment consistent with ordinary deck, patio or porch use shall be permitted to remain there during seasons when the same are reasonably in use. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner or the Co-owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 21. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, decks, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or

other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards of the Developer with respect to unoccupied Units owned by the Developer, or of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, throughout the Development and Sales Period, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer. The rights of assignment reserved to the Developer in Article XIV of the Master Deed shall include the right to permit the maintenance and use of sales offices, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing by to one or more Residential Builders, who may exercise such rights simultaneously with the Developer.

(c) Enforcement of By-Laws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-owners and all persons having interests in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the Development and Sales Period, which right of enforcement shall include without limitation an action to restrain the Association or any Co-owner from any activity prohibited by these By-Laws.

(d) Method of Evidencing Developer's Approval. **ANY APPROVAL, WAIVER, OR OTHER ACTION HEREUNDER BY DEVELOPER WILL NOT BE EFFECTIVE UNLESS THAT APPROVAL, WAIVER, OR OTHER ACTION IS IN WRITING AND IS SIGNED BY THE DEVELOPER. CO-OWNERS, THE ASSOCIATION (AND ANY OTHER PERSONS OR ENTITIES) MAY NOT RELY UPON ANY APPROVAL, WAIVER, OR OTHER ACTION HEREUNDER IF THAT APPROVAL, WAIVER, OR OTHER ACTION IS GRANTED OR TAKEN BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY EMPLOYEE OR REPRESENTATIVE OF THE DEVELOPER) OTHER THAN THE DEVELOPER. AGENTS, EMPLOYEES, CONSULTANTS, ATTORNEYS AND OTHER REPRESENTATIVES AND ADVISORS OF DEVELOPER ARE NOT LIABLE WITH RESPECT TO ANY APPROVALS, WAIVERS OR OTHER ACTIONS UNDER THE CONDOMINIUM DOCUMENTS.**

Section 22. Leasing and Rental. Co-owners, including Developer, may rent any number of Units at any time for any term of occupancy not less than six (6) months subject to the following:

(a) Disclosure of Lease Terms to Association. A Co-owner, including the Developer, desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease to a potential lessee and, at the same time, shall supply the Association with a copy of the lease for its review for compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing. All leases shall be in writing.

(b) Compliance with Condominium Documents. Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(c) Procedures in the Event of Non-Compliance with Condominium Documents. If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 30 days (or such additional time as may be granted by the Association if the Co-owner is diligently proceeding to cure) after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 30 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium.

(d) Notice to Co-owner's Tenant Permitted Where Co-owner in Arrears to the Association for Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may take the following actions:

(i) The Association may issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(ii) The Association may initiate proceedings for eviction and money damages as described in subparagraph (c)(iii) above following the tenant's failure to remit rent otherwise due within fifteen (15) days after issuance of notice by the Association to the tenant by certified mail.

The leasing provisions contained in this Section 22 may not be revised prior to the Transitional Control Date without the Developer's prior written consent. Any revision to these leasing provisions shall be subject to the limitations set forth in Section 112 of the Condominium Act, as amended by Act 283 of the Public Acts of Michigan of 2002.

Section 23. Storm Water Management. In order to assure that storm water drainage is properly maintained, all storm water drainage facilities in the Condominium have been designated General Common Elements in Article IV(a)(3) of the Master Deed. Accordingly, the Association will maintain, repair and replace all storm water drainage systems and areas in the Condominium for the benefit of all Co-owners, the cost of which will be an expense of administration of the Condominium.

Section 24. Wetland Areas. The Condominium contains certain areas which have been designated as wetlands (the "Wetlands") on the Condominium Subdivision Plan. The Wetlands are deemed to be within a Conservation Easement, in which no disturbance will be permitted (including, without limitation, construction activities, dredging, filling, planting and/or any other types of modification), without the prior approval of the Developer, the Township and, if required by law, the Michigan Department of Environmental Quality. Violation of this restriction may result in civil and criminal penalties. No fertilizers may be used by the Co-owners which may, in the estimation of the Association acting through its Board of Directors, damage any Wetlands which may be located within or bordering on the Condominium. The Association may ban fertilizers which may damage any such Wetlands from use in the Project.

If any portion of a Unit established within the Condominium, as the same may be expanded, should include a wetland area, the amendment to Master Deed that is recorded to establish that Unit shall include a statement (a) identifying the Unit that contains the wetland area and (b) providing that the purchasers of such Unit shall be deemed to have acknowledged the presence of such wetlands in accepting title to the Unit as established by the aforesaid amendment to Master Deed.

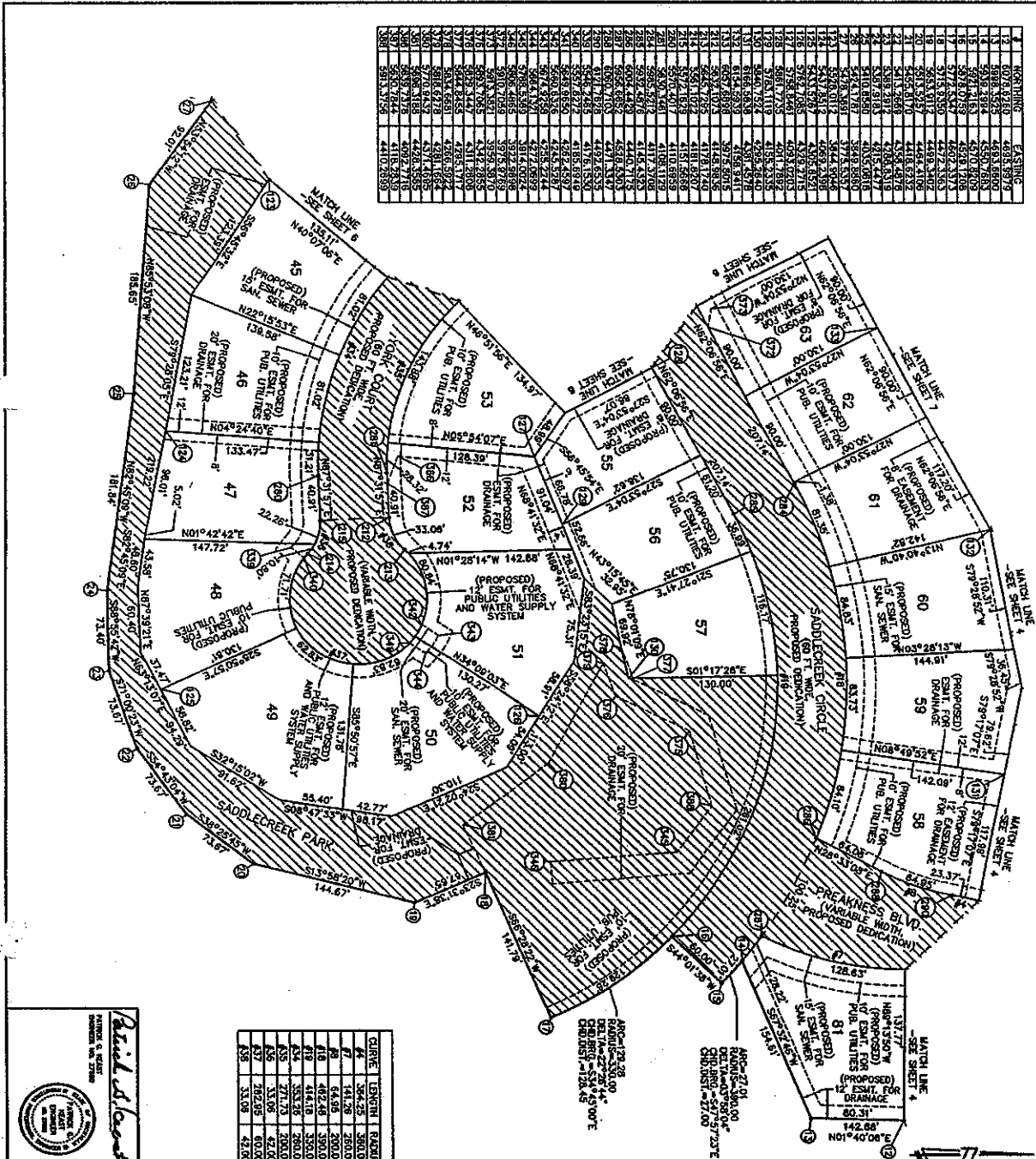
Section 25. Flood Plain. A portion of the General Common Element land included in the Condominium lies within a flood plain. No construction activity or disturbance of areas lying within the flood plain can occur without first obtaining such permits as may be required by the Michigan Department of Environmental Quality, and, if also required, permits from the Township and /or the Oakland County Drain Commissioner.

Section 26. Water Softeners. For purposes of maintaining permitted discharge limits in the waste water treatment plants that serve the Condominium, the use of sodium chloride in

water softeners installed in Units or elsewhere within the Condominium is prohibited. Potassium chloride or such other treatment as approved by the Township Building Official is permitted.

Section 27. Monitoring and Maintenance of Conservation Easement Areas. As stated in Article VII, paragraph (n) of the Master Deed, responsibility for maintaining and monitoring the conservation easement areas established and described in the Conservation Easement described in Article VII, paragraph (n) of the Master Deed has been assigned to the Association with the recording of the Master Deed. The Association shall provide a letter to the Township on an annual basis indicating the status of the maintenance and monitoring of the conservation easement areas described in the Conservation Easement.

UNIT NO.	AREA (SQ. FT.)	AREA (SQ. METERS)
1	6071.4210	560.8979
2	5811.3522	537.0593
3	5871.4153	542.0809
4	5871.4153	542.0809
5	5871.4153	542.0809
6	5871.4153	542.0809
7	5871.4153	542.0809
8	5871.4153	542.0809
9	5871.4153	542.0809
10	5871.4153	542.0809
11	5871.4153	542.0809
12	5871.4153	542.0809
13	5871.4153	542.0809
14	5871.4153	542.0809
15	5871.4153	542.0809
16	5871.4153	542.0809
17	5871.4153	542.0809
18	5871.4153	542.0809
19	5871.4153	542.0809
20	5871.4153	542.0809
21	5871.4153	542.0809
22	5871.4153	542.0809
23	5871.4153	542.0809
24	5871.4153	542.0809
25	5871.4153	542.0809
26	5871.4153	542.0809
27	5871.4153	542.0809
28	5871.4153	542.0809
29	5871.4153	542.0809
30	5871.4153	542.0809
31	5871.4153	542.0809
32	5871.4153	542.0809
33	5871.4153	542.0809
34	5871.4153	542.0809
35	5871.4153	542.0809
36	5871.4153	542.0809
37	5871.4153	542.0809
38	5871.4153	542.0809
39	5871.4153	542.0809
40	5871.4153	542.0809
41	5871.4153	542.0809
42	5871.4153	542.0809
43	5871.4153	542.0809
44	5871.4153	542.0809
45	5871.4153	542.0809
46	5871.4153	542.0809
47	5871.4153	542.0809
48	5871.4153	542.0809
49	5871.4153	542.0809
50	5871.4153	542.0809
51	5871.4153	542.0809
52	5871.4153	542.0809
53	5871.4153	542.0809
54	5871.4153	542.0809
55	5871.4153	542.0809
56	5871.4153	542.0809
57	5871.4153	542.0809
58	5871.4153	542.0809
59	5871.4153	542.0809
60	5871.4153	542.0809
61	5871.4153	542.0809
62	5871.4153	542.0809
63	5871.4153	542.0809
64	5871.4153	542.0809
65	5871.4153	542.0809
66	5871.4153	542.0809
67	5871.4153	542.0809
68	5871.4153	542.0809
69	5871.4153	542.0809
70	5871.4153	542.0809
71	5871.4153	542.0809
72	5871.4153	542.0809
73	5871.4153	542.0809
74	5871.4153	542.0809
75	5871.4153	542.0809
76	5871.4153	542.0809
77	5871.4153	542.0809
78	5871.4153	542.0809
79	5871.4153	542.0809
80	5871.4153	542.0809
81	5871.4153	542.0809
82	5871.4153	542.0809
83	5871.4153	542.0809
84	5871.4153	542.0809
85	5871.4153	542.0809
86	5871.4153	542.0809
87	5871.4153	542.0809
88	5871.4153	542.0809
89	5871.4153	542.0809
90	5871.4153	542.0809
91	5871.4153	542.0809
92	5871.4153	542.0809
93	5871.4153	542.0809
94	5871.4153	542.0809
95	5871.4153	542.0809
96	5871.4153	542.0809
97	5871.4153	542.0809
98	5871.4153	542.0809
99	5871.4153	542.0809
100	5871.4153	542.0809



LOT	LENGTH	RADIUS	DELTA	CHORD
1	141.78	280.00	57.9617°	89.609
2	141.78	280.00	31.9774°	139.25
3	141.78	280.00	18.9827°	164.91
4	141.78	280.00	11.9880°	180.57
5	141.78	280.00	7.9933°	196.23
6	141.78	280.00	5.9986°	211.89
7	141.78	280.00	4.9939°	227.55
8	141.78	280.00	3.9892°	243.21
9	141.78	280.00	2.9845°	258.87
10	141.78	280.00	1.9798°	274.53
11	141.78	280.00	1.4751°	290.19
12	141.78	280.00	1.4751°	290.19
13	141.78	280.00	1.4751°	290.19
14	141.78	280.00	1.4751°	290.19
15	141.78	280.00	1.4751°	290.19
16	141.78	280.00	1.4751°	290.19
17	141.78	280.00	1.4751°	290.19
18	141.78	280.00	1.4751°	290.19
19	141.78	280.00	1.4751°	290.19
20	141.78	280.00	1.4751°	290.19
21	141.78	280.00	1.4751°	290.19
22	141.78	280.00	1.4751°	290.19
23	141.78	280.00	1.4751°	290.19
24	141.78	280.00	1.4751°	290.19
25	141.78	280.00	1.4751°	290.19
26	141.78	280.00	1.4751°	290.19
27	141.78	280.00	1.4751°	290.19
28	141.78	280.00	1.4751°	290.19
29	141.78	280.00	1.4751°	290.19
30	141.78	280.00	1.4751°	290.19
31	141.78	280.00	1.4751°	290.19
32	141.78	280.00	1.4751°	290.19
33	141.78	280.00	1.4751°	290.19
34	141.78	280.00	1.4751°	290.19
35	141.78	280.00	1.4751°	290.19
36	141.78	280.00	1.4751°	290.19
37	141.78	280.00	1.4751°	290.19
38	141.78	280.00	1.4751°	290.19
39	141.78	280.00	1.4751°	290.19
40	141.78	280.00	1.4751°	290.19
41	141.78	280.00	1.4751°	290.19
42	141.78	280.00	1.4751°	290.19
43	141.78	280.00	1.4751°	290.19
44	141.78	280.00	1.4751°	290.19
45	141.78	280.00	1.4751°	290.19
46	141.78	280.00	1.4751°	290.19
47	141.78	280.00	1.4751°	290.19
48	141.78	280.00	1.4751°	290.19
49	141.78	280.00	1.4751°	290.19
50	141.78	280.00	1.4751°	290.19
51	141.78	280.00	1.4751°	290.19
52	141.78	280.00	1.4751°	290.19
53	141.78	280.00	1.4751°	290.19
54	141.78	280.00	1.4751°	290.19
55	141.78	280.00	1.4751°	290.19
56	141.78	280.00	1.4751°	290.19
57	141.78	280.00	1.4751°	290.19
58	141.78	280.00	1.4751°	290.19
59	141.78	280.00	1.4751°	290.19
60	141.78	280.00	1.4751°	290.19
61	141.78	280.00	1.4751°	290.19
62	141.78	280.00	1.4751°	290.19
63	141.78	280.00	1.4751°	290.19
64	141.78	280.00	1.4751°	290.19
65	141.78	280.00	1.4751°	290.19
66	141.78	280.00	1.4751°	290.19
67	141.78	280.00	1.4751°	290.19
68	141.78	280.00	1.4751°	290.19
69	141.78	280.00	1.4751°	290.19
70	141.78	280.00	1.4751°	290.19
71	141.78	280.00	1.4751°	290.19
72	141.78	280.00	1.4751°	290.19
73	141.78	280.00	1.4751°	290.19
74	141.78	280.00	1.4751°	290.19
75	141.78	280.00	1.4751°	290.19
76	141.78	280.00	1.4751°	290.19
77	141.78	280.00	1.4751°	290.19
78	141.78	280.00	1.4751°	290.19
79	141.78	280.00	1.4751°	290.19
80	141.78	280.00	1.4751°	290.19
81	141.78	280.00	1.4751°	290.19
82	141.78	280.00	1.4751°	290.19
83	141.78	280.00	1.4751°	290.19
84	141.78	280.00	1.4751°	290.19
85	141.78	280.00	1.4751°	290.19
86	141.78	280.00	1.4751°	290.19
87	141.78	280.00	1.4751°	290.19
88	141.78	280.00	1.4751°	290.19
89	141.78	280.00	1.4751°	290.19
90	141.78	280.00	1.4751°	290.19
91	141.78	280.00	1.4751°	290.19
92	141.78	280.00	1.4751°	290.19
93	141.78	280.00	1.4751°	290.19
94	141.78	280.00	1.4751°	290.19
95	141.78	280.00	1.4751°	290.19
96	141.78	280.00	1.4751°	290.19
97	141.78	280.00	1.4751°	290.19
98	141.78	280.00	1.4751°	290.19
99	141.78	280.00	1.4751°	290.19
100	141.78	280.00	1.4751°	290.19

Proposed Dated
June 25, 2004

SADDLE CREEK

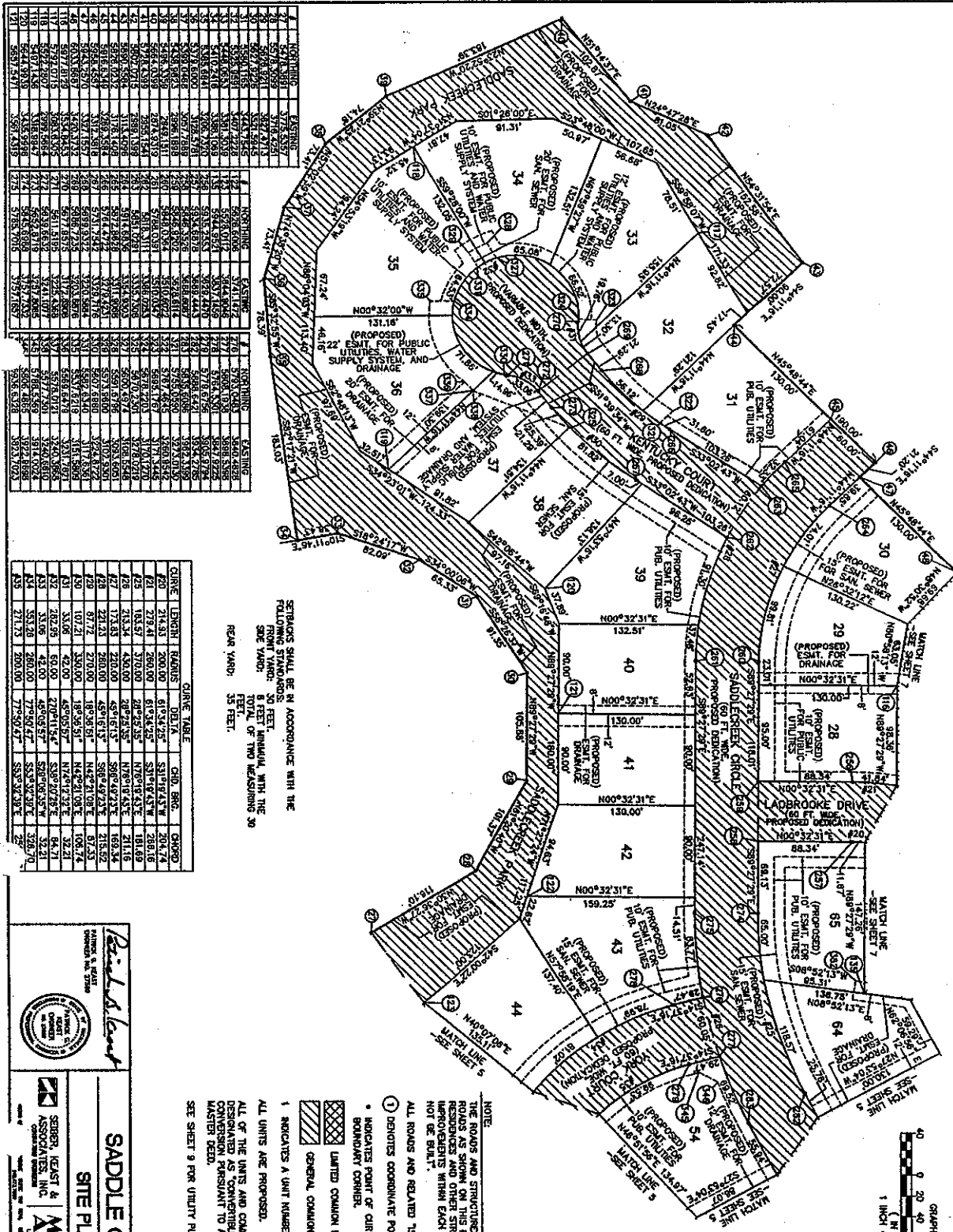
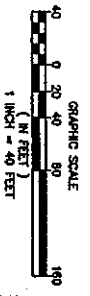
SITE PLAN

SEIBER, NEARST & ASSOCIATES, INC.
PLANNERS AND ARCHITECTS, L.L.C.

3 of **11**

GRAPHIC SCALE
0 20 40 80 160
1 INCH = 40 FEET

NOTE:
THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN MUST BE B.M.T. IMPROVEMENTS WITHIN EACH OF THE UNITS NEED NOT BE B.M.T.
ALL ROADS AND RELATED "ISLANDS" MUST BE B.M.T.
① DENOTES COORDINATE POINT NUMBER.
• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
◻ LIMITED COMMON ELEMENT.
◻ GENERAL COMMON ELEMENT.
1 INDICATES A UNIT NUMBER.
ALL UNITS ARE PROPOSED.
ALL OF THE UNITS AND COMMON ELEMENTS ARE TO BE CONVEYED TO THE BUYER SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.
SEE SHEET 8 FOR UTILITY PLAN.
THE STRIPS SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
FRONT YARD: 30 FEET
SIDE YARD: 8 FEET MINIMUM WITH THE 30 FEET OF TWO NEIGHBORING REAR YARD: 35 FEET.



SETBACKS SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 FRONT YARD: 30 FEET, MINIMUM WITH THE SIDE YARD;
 REAR YARD: 35 FEET.
 TOTAL OF TWO MEASURING 30 FEET.

LOT	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
29	10,000	10.00%
30	10,000	10.00%
31	10,000	10.00%
32	10,000	10.00%
33	10,000	10.00%
34	10,000	10.00%
35	10,000	10.00%
36	10,000	10.00%
37	10,000	10.00%
38	10,000	10.00%
39	10,000	10.00%
40	10,000	10.00%
41	10,000	10.00%
42	10,000	10.00%
43	10,000	10.00%
44	10,000	10.00%
45	10,000	10.00%

CHIRP	LENGTH	FRAMES	DELTA	CHD. BRG.	GRABED
20	214.83	200.00	615.8475"	S31°19'43"W	204.74
21	279.41	260.00	615.8475"	S31°19'43"W	260.16
22	433.57	370.00	289.2335"	N75°18'43"E	181.69
23	173.83	430.00	289.2335"	N75°18'43"E	211.16
24	173.83	270.00	459.1613"	S89°49'23"E	169.34
25	107.21	270.00	189.3651"	N44°21'08"E	67.53
26	332.95	42.00	459.0557"	S29°07'25"E	32.21
27	332.95	42.00	459.0557"	S29°07'25"E	32.21
28	332.95	42.00	459.0557"	S29°07'25"E	32.21
29	332.95	42.00	459.0557"	S29°07'25"E	32.21
30	332.95	42.00	459.0557"	S29°07'25"E	32.21
31	332.95	42.00	459.0557"	S29°07'25"E	32.21
32	332.95	42.00	459.0557"	S29°07'25"E	32.21
33	332.95	42.00	459.0557"	S29°07'25"E	32.21
34	332.95	42.00	459.0557"	S29°07'25"E	32.21
35	332.95	42.00	459.0557"	S29°07'25"E	32.21
36	332.95	42.00	459.0557"	S29°07'25"E	32.21
37	332.95	42.00	459.0557"	S29°07'25"E	32.21
38	332.95	42.00	459.0557"	S29°07'25"E	32.21
39	332.95	42.00	459.0557"	S29°07'25"E	32.21
40	332.95	42.00	459.0557"	S29°07'25"E	32.21
41	332.95	42.00	459.0557"	S29°07'25"E	32.21
42	332.95	42.00	459.0557"	S29°07'25"E	32.21
43	332.95	42.00	459.0557"	S29°07'25"E	32.21
44	332.95	42.00	459.0557"	S29°07'25"E	32.21
45	332.95	42.00	459.0557"	S29°07'25"E	32.21

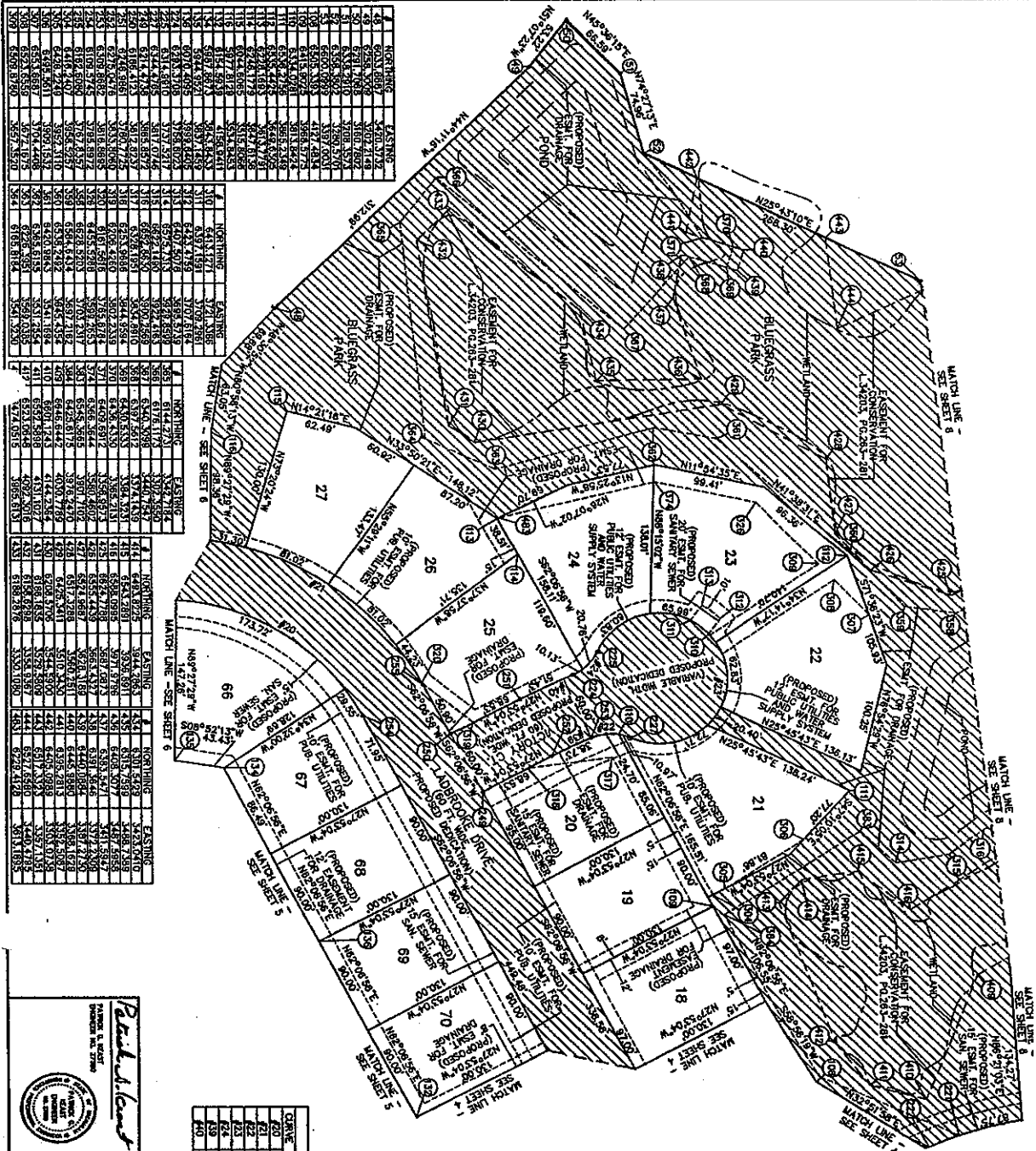
Proposed DATED
JUNE 25, 2004

SADDLE CREEK

SITE PLAN

SEBBER, KEAST & MULLINEA AND ASSOCIATES, L.L.C.
 11111 SADDLE CREEK DRIVE, SUITE 100, SAN ANTONIO, TEXAS 78249
 TEL: 214-343-8888 FAX: 214-343-8889

NOTE:
 1. THE ROADS AND STRUCTURES RELATED TO THE PROJECT SHOWN ON THIS PLAN MUST BE BUILT, REFINISHED AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS NEED NOT BE BUILT.
 2. ALL ROADS AND RELATED "EASERS" MUST BE BUILT.
 3. INDICATES COORDINATE POINT NUMBER.
 4. INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
 5. LIMITED COMMON ELEMENT.
 6. GENERAL COMMON ELEMENT.
 7. INDICATES A UNIT NUMBER.
 8. ALL UNITS ARE PROPOSED.
 9. ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS" SUBJECT TO APPROVAL PURSUANT TO ARTICLE X OF THE MASTER DEED.
 10. SEE SHEET 9 FOR UTILITY PLAN.



LOT	AREA	PERCENTAGE	PLANNED	EXISTING
19	10,148.00	100.00	100.00	100.00
20	10,148.00	100.00	100.00	100.00
21	10,148.00	100.00	100.00	100.00
22	10,148.00	100.00	100.00	100.00
23	10,148.00	100.00	100.00	100.00
24	10,148.00	100.00	100.00	100.00
25	10,148.00	100.00	100.00	100.00
26	10,148.00	100.00	100.00	100.00
27	10,148.00	100.00	100.00	100.00
66	10,148.00	100.00	100.00	100.00
67	10,148.00	100.00	100.00	100.00

LOT	AREA	PERCENTAGE	PLANNED	EXISTING
19	10,148.00	100.00	100.00	100.00
20	10,148.00	100.00	100.00	100.00
21	10,148.00	100.00	100.00	100.00
22	10,148.00	100.00	100.00	100.00
23	10,148.00	100.00	100.00	100.00
24	10,148.00	100.00	100.00	100.00
25	10,148.00	100.00	100.00	100.00
26	10,148.00	100.00	100.00	100.00
27	10,148.00	100.00	100.00	100.00
66	10,148.00	100.00	100.00	100.00
67	10,148.00	100.00	100.00	100.00

LOT	AREA	PERCENTAGE	PLANNED	EXISTING
19	10,148.00	100.00	100.00	100.00
20	10,148.00	100.00	100.00	100.00
21	10,148.00	100.00	100.00	100.00
22	10,148.00	100.00	100.00	100.00
23	10,148.00	100.00	100.00	100.00
24	10,148.00	100.00	100.00	100.00
25	10,148.00	100.00	100.00	100.00
26	10,148.00	100.00	100.00	100.00
27	10,148.00	100.00	100.00	100.00
66	10,148.00	100.00	100.00	100.00
67	10,148.00	100.00	100.00	100.00

LOT	AREA	PERCENTAGE	PLANNED	EXISTING
19	10,148.00	100.00	100.00	100.00
20	10,148.00	100.00	100.00	100.00
21	10,148.00	100.00	100.00	100.00
22	10,148.00	100.00	100.00	100.00
23	10,148.00	100.00	100.00	100.00
24	10,148.00	100.00	100.00	100.00
25	10,148.00	100.00	100.00	100.00
26	10,148.00	100.00	100.00	100.00
27	10,148.00	100.00	100.00	100.00
66	10,148.00	100.00	100.00	100.00
67	10,148.00	100.00	100.00	100.00

LOT	AREA	PERCENTAGE	PLANNED	EXISTING
19	10,148.00	100.00	100.00	100.00
20	10,148.00	100.00	100.00	100.00
21	10,148.00	100.00	100.00	100.00
22	10,148.00	100.00	100.00	100.00
23	10,148.00	100.00	100.00	100.00
24	10,148.00	100.00	100.00	100.00
25	10,148.00	100.00	100.00	100.00
26	10,148.00	100.00	100.00	100.00
27	10,148.00	100.00	100.00	100.00
66	10,148.00	100.00	100.00	100.00
67	10,148.00	100.00	100.00	100.00

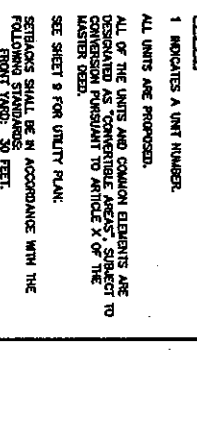
LOT	AREA	PERCENTAGE	PLANNED	EXISTING
19	10,148.00	100.00	100.00	100.00
20	10,148.00	100.00	100.00	100.00
21	10,148.00	100.00	100.00	100.00
22	10,148.00	100.00	100.00	100.00
23	10,148.00	100.00	100.00	100.00
24	10,148.00	100.00	100.00	100.00
25	10,148.00	100.00	100.00	100.00
26	10,148.00	100.00	100.00	100.00
27	10,148.00	100.00	100.00	100.00
66	10,148.00	100.00	100.00	100.00
67	10,148.00	100.00	100.00	100.00

LOT	AREA	PERCENTAGE	PLANNED	EXISTING
19	10,148.00	100.00	100.00	100.00
20	10,148.00	100.00	100.00	100.00
21	10,148.00	100.00	100.00	100.00
22	10,148.00	100.00	100.00	100.00
23	10,148.00	100.00	100.00	100.00
24	10,148.00	100.00	100.00	100.00
25	10,148.00	100.00	100.00	100.00
26	10,148.00	100.00	100.00	100.00
27	10,148.00	100.00	100.00	100.00
66	10,148.00	100.00	100.00	100.00
67	10,148.00	100.00	100.00	100.00

LOT	AREA	PERCENTAGE	PLANNED	EXISTING
19	10,148.00	100.00	100.00	100.00
20	10,148.00	100.00	100.00	100.00
21	10,148.00	100.00	100.00	100.00
22	10,148.00	100.00	100.00	100.00
23	10,148.00	100.00	100.00	100.00
24	10,148.00	100.00	100.00	100.00
25	10,148.00	100.00	100.00	100.00
26	10,148.00	100.00	100.00	100.00
27	10,148.00	100.00	100.00	100.00
66	10,148.00	100.00	100.00	100.00
67	10,148.00	100.00	100.00	100.00

LOT	AREA	PERCENTAGE	PLANNED	EXISTING
19	10,148.00	100.00	100.00	100.00
20	10,148.00	100.00	100.00	100.00
21	10,148.00	100.00	100.00	100.00
22	10,148.00	100.00	100.00	100.00
23	10,148.00	100.00	100.00	100.00
24	10,148.00	100.00	100.00	100.00
25	10,148.00	100.00	100.00	100.00
26	10,148.00	100.00	100.00	100.00
27	10,148.00	100.00	100.00	100.00
66	10,148.00	100.00	100.00	100.00
67	10,148.00	100.00	100.00	100.00

NOTE:
 THE ROADS AND STRUCTURES RELATED TO THE
 THIS PLAN ARE TO BE BUILT.
 RESIDENCES AND OTHER STRUCTURES AND
 IMPROVEMENTS WITHIN EACH OF THE UNITS NEED
 NOT BE BUILT.
 ALL ROADS AND RELATED "STRAIGHT" MUST BE BUILT.
 ① DENOTES COORDINATE POINT NUMBER.
 • INDICATES POINT OF CURVATURE AND/OR
 BOUNDARY CORNER.
 [Symbol] LIMITED COMMON ELEMENT.
 [Symbol] GENERAL COMMON ELEMENT.
 1 INDICATES A UNIT NUMBER.
 ALL UNITS ARE PROPOSED.
 ALL OF THE UNITS AND COMMON ELEMENTS ARE
 DESIGNATED AS "CONVERTIBLE AREAS" SUBJECT TO
 APPROVAL PURSUANT TO ARTICLE X OF THE
 MASTER DEED.
 SEE SHEET 9 FOR UTILITY PLAN.
 SETBACKS SHALL BE IN ACCORDANCE WITH THE
 FOLLOWING: FRONT YARD: 30 FEET.
 SIDE YARD: 0 FEET MINIMUM, WITH THE
 TOTAL OF TWO MEASURING 30
 FEET.
 REAR YARD: 30 FEET.



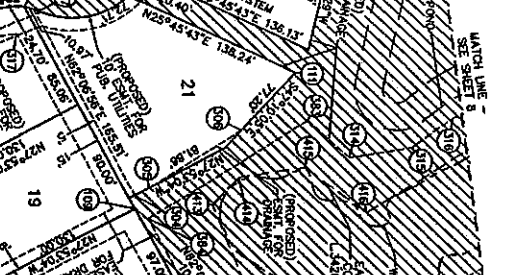
LOT	AREA	PERCENTAGE	PLANNED	EXISTING
19	10,148.00	100.00	100.00	100.00
20	10,148.00	100.00	100.00	100.00
21	10,148.00	100.00	100.00	100.00
22	10,148.00	100.00	100.00	100.00
23	10,148.00	100.00	100.00	100.00
24	10,148.00	100.00	100.00	100.00
25	10,148.00	100.00	100.00	100.00
26	10,148.00	100.00	100.00	100.00
27	10,148.00	100.00	100.00	100.00
66	10,148.00	100.00	100.00	100.00
67	10,148.00	100.00	100.00	100.00

PROPOSED DATED
JUNE 25, 2004

SADDE CREEK
SITE PLAN

SEBEL, KEAST & MURPHY ASSOCIATES, INC.
 ENGINEERS AND ARCHITECTS

MURPHY ASSOCIATES, L.L.C.
 ARCHITECTS



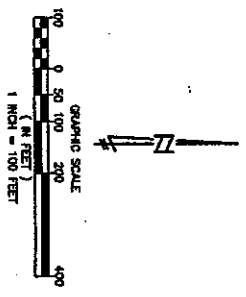
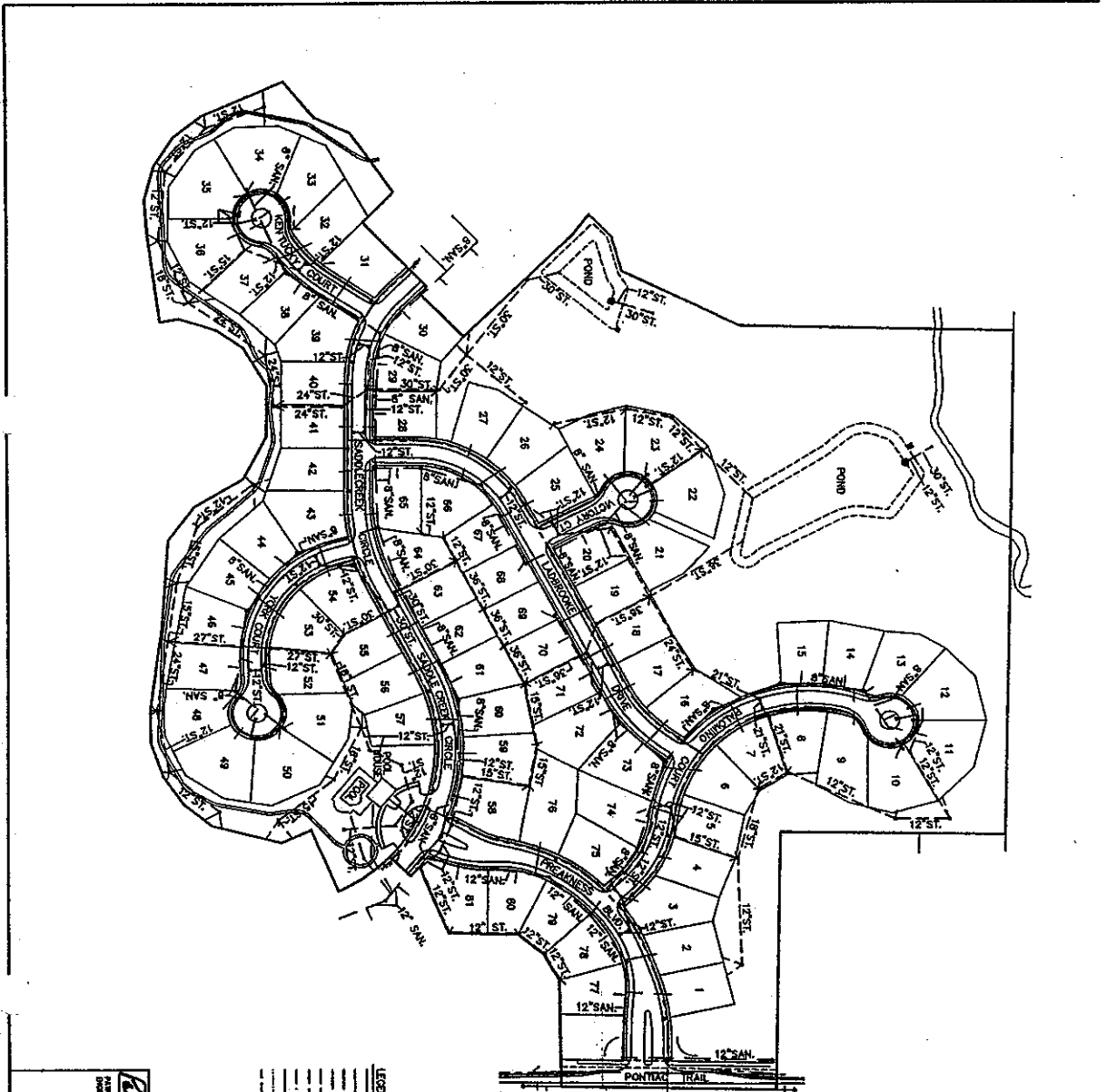
PROPOSED DATED
JUNE 25, 2004

SADDE CREEK
SITE PLAN

SEBEL, KEAST & MURPHY ASSOCIATES, INC.
 ENGINEERS AND ARCHITECTS

MURPHY ASSOCIATES, L.L.C.
 ARCHITECTS

LOT	AREA	PERCENTAGE	PLANNED	EXISTING
19	10,148.00	100.00	100.00	100.00
20	10,148.00	100.00	100.00	100.00
21	10,148.00	100.00	100.00	100.00
22	10,148.00	100.00	100.00	100.00
23	10,148.00	100.00	100.00	100.00
24	10,148.00	100.00	100.00	100.00
25	10,148.00	100.00	100.00	100.00
26	10,148.00	100.00	100.00	100.00
27	10,148.00	100.00	100.00	100.00
66	10,148.00	100.00	100.00	100.00
67	10,148.00	100.00	100.00	100.00



NOTES:

THE ROADS AND STRUCTURES RELATED TO THE RINGS AS SHOWN ON THIS PLAN SHALL BE CONSIDERED AS PART OF THE DEVELOPMENT AND IMPROVEMENTS WITHIN EACH OF THE UNITS. THEY SHALL BE BUILT.

ALL UTILITY MAINS AND LEADS AS NOTED, SHALL BE BUILT TO THE LOCATION SHOWN. ESSENTIAL AREAS NEED NOT BE BUILT.

ALL WATER MAIN ARE 8".

ALL SANITARY SEWER SIZES ARE AS NOTED.

ALL SANITARY SEWER LEADS ARE 6".

ALL STORM SEWER SIZES ARE AS NOTED.


ALL STORM SEWER LEADS ARE 4".

LEGEND

UTILITY	SOURCE OF LOCATION
WATER MAIN LEAD	SEBER, KEAST AND ASSOCIATES, INC.
WATER MAIN	SEBER, KEAST AND ASSOCIATES, INC.
8" SANITARY SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
6" SANITARY SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
STORM SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
STORM SEWER	SEBER, KEAST AND ASSOCIATES, INC.
GAS	CONSUMERS ENERGY
TELEPHONE	VERIZON
CABLE TELEVISION*	COMCAST


*MAY BE SHOWN ON AS-BUILT DRAWINGS

PROPOSED DATED
JUNE 25, 2004




Seber, Keast & Associates, Inc.
PLANNERS & ENGINEERS

SADDLE CREEK
UTILITY PLAN



SEBER, KEAST & ASSOCIATES, INC.
10000 W. LANSING AVENUE
TROY, MI 48068

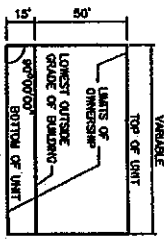
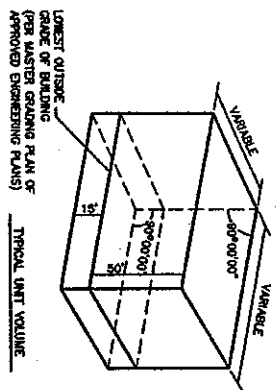


MULLER AND ASSOCIATES, LLC.
10000 W. LANSING AVENUE
TROY, MI 48068

SHEET 9 OF 11

LOT #	AREA (SQ.FT.)	LOT #	AREA (SQ.FT.)
1	11,912	41	11,700
2	12,414	42	11,698
3	12,601	43	11,696
4	12,888	44	11,694
5	13,175	45	11,692
6	13,462	46	11,690
7	13,749	47	11,688
8	14,036	48	11,686
9	14,323	49	11,684
10	14,610	50	11,682
11	14,897	51	11,680
12	15,184	52	11,678
13	15,471	53	11,676
14	15,758	54	11,674
15	16,045	55	11,672
16	16,332	56	11,670
17	16,619	57	11,668
18	16,906	58	11,666
19	17,193	59	11,664
20	17,480	60	11,662
21	17,767	61	11,660
22	18,054	62	11,658
23	18,341	63	11,656
24	18,628	64	11,654
25	18,915	65	11,652
26	19,202	66	11,650
27	19,489	67	11,648
28	19,776	68	11,646
29	20,063	69	11,644
30	20,350	70	11,642
31	20,637	71	11,640
32	20,924	72	11,638
33	21,211	73	11,636
34	21,498	74	11,634
35	21,785	75	11,632
36	22,072	76	11,630
37	22,359	77	11,628
38	22,646	78	11,626
39	22,933	79	11,624
40	23,220	80	11,622
		81	11,620

PARK AREA TABLE	
PARK NAME	AREA (SQ.FT.)
BEAUMONT PARK	12,318
THE GARDENS PARK	10,219
THE GARDENS PARK	15,031



NOTE THE TOP AND BOTTOM LIMITS OF DIMENSION ARE RESPONSIVE TO THE VERTICAL LIMITS.

TYPICAL UNIT CROSS SECTION

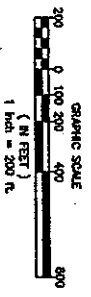
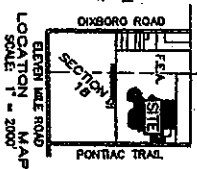
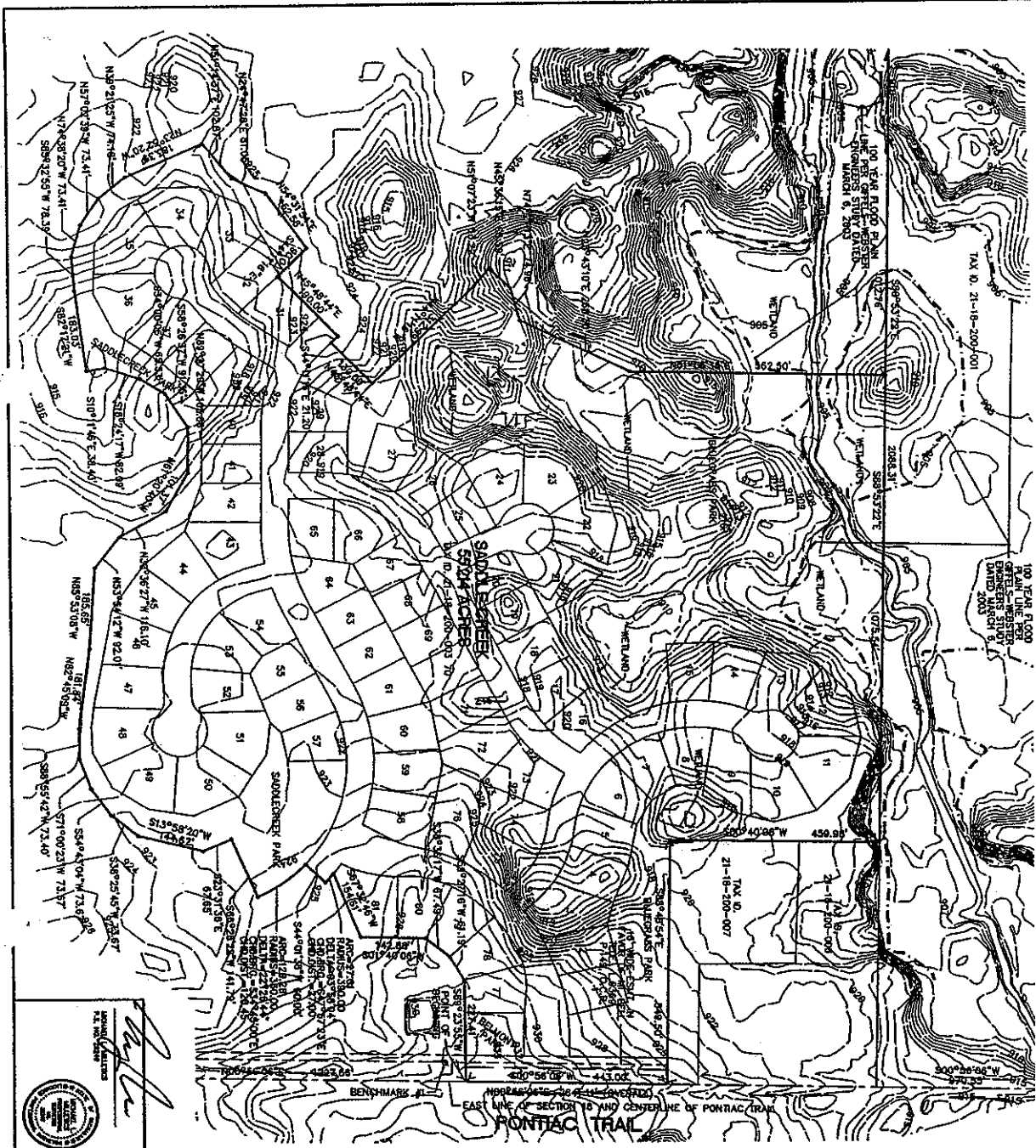
SADDLE CREEK
AREA AND VOLUME DATA

PROPOSED DATED
 JUNE 25, 2004

SEIBER, KEAST & ASSOCIATES, INC.
 ARCHITECTS AND ENGINEERS

MURPHY AND ASSOCIATES, L.L.C.
 ARCHITECTS

SHEET 10 OF 11



BASIS OF BEARINGS:
 BEARINGS SHOWN ARE BASED UPON THE EAST
 AND WEST 1/4 LINE OF SECTION 18, BETWEEN THE
 CENTER AND THE EAST 1/4 CORNER OF SECTION
 18, BEING SOUTH 89°27'28" EAST, AS CALLED FOR
 ON THROTTER'S POINT, O.C.C.P. NO. 951, AS
 RECORDED IN UBER 1580A, PAGE 661-747, O.C.R.
 FLOOD PLAN LINE IS SHOWN PER GRADINGS
 PROVIDED BY ANNEAL HOOKS INC. SUBJECT
 PROPERTY LIES WITHIN A NON PARTICIPATING
 FLOOD HAZARD ZONE. THE DETERMINATION OF THE
 FLOOD PLAN.
 SEE SHEET 1 FOR LEGAL DESCRIPTION.

NOTE:
 CONTOURS SHOWN ARE PRE-CONSTRUCTION

PROPOSED DATED
 JUNE 25, 2004

**SADDLE CREEK
 FLOOD PLAN PLAN**

SHEET NO. 11
 OF 11

SEBEN, HEAST & MULLER AND ASSOCIATES, L.L.C.
 ENGINEERS AND ARCHITECTS
 1100 N. 10TH ST., SUITE 100
 DENVER, CO 80202



BENCHMARK #1
 BENCH MARK #1 EAST FACE OF POWER POLE LOCATED 42' WEST OF THE CENTERLINE OF PONTIAC TRAIL AND 1200' NORTH OF THE EAST 1/4 CORNER OF SECTION 18
 ELEVATION 928.65 (U.S.G.S.)

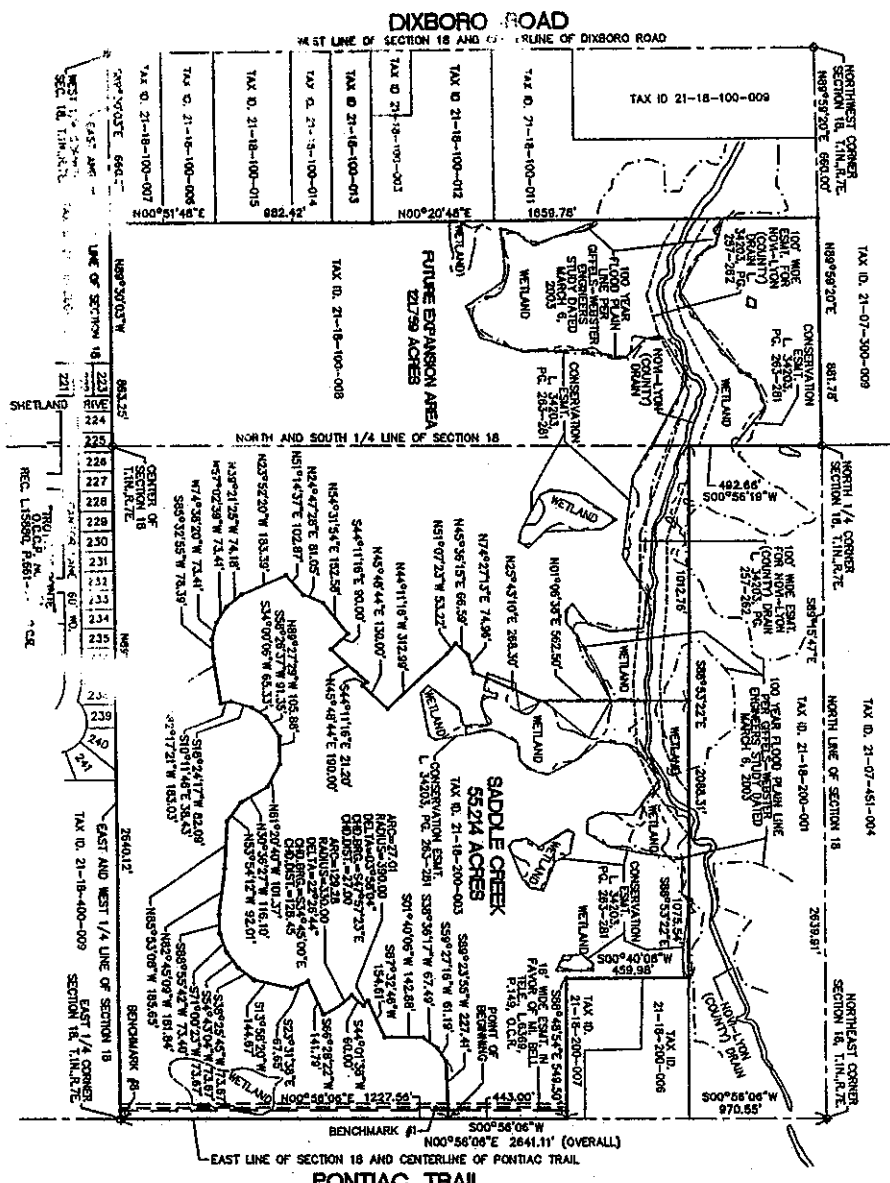
BENCH MARK #2
 BENCH MARK #2 EAST FACE OF POWER POLE LOCATED 42' WEST OF THE CENTERLINE OF PONTIAC TRAIL AND 1200' NORTH OF THE EAST 1/4 CORNER OF SECTION 18
 ELEVATION 928.65 (U.S.G.S.)

BASIS OF BEARINGS:
 BEARINGS SHOWN ARE BASED UPON THE EAST AND WEST 1/4 LINE OF SECTION 18, BETWEEN THE CENTER AND THE EAST 1/4 CORNER OF SECTION 18, BEING SOUTH 89°27'28" EAST AND 1/4 SECTION 18, FROM THE C.C.C.P. NO. 59, AS RECORDED IN LIBER 1588A, PAGE 681-72, 01-21-01.

FLOOD PLAN LINE IS SHOWN PER DRAWINGS PROVIDED BY ATRIAL HOKUS INC. SUBJECT PROPERTY LIES WITHIN A FLOOD HAZARD AREA. ADEQUATE MEASUREMENT OF THE FLOOD PLAN FOR THE DETERMINATION OF THE FLOOD PLAN.

SEE SHEET 1 FOR LEGAL DESCRIPTION.

NATIONAL ELEVATIONS MAY BE SHOWN ON AS-BUILT DRAWINGS. THE SYMBOL "X" INDICATES A CONCRETE MONUMENT SET (CONSISTING OF A 1/2" DIAMETER STEEL ROD, 3' LONG, ENCASED IN A 4" DIAMETER CONCRETE CYLINDER.)



SUBSCRIBER'S CERTIFICATE

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

That the Subdivision Plan hereon for **Saddle Creek, Oakland County Condominium Plan No. 142**, as shown on the accompanying drawings, and that there are no existing encumbrances upon the lands and property herein described:

That the required monuments and markers have been set in accordance with the rules promulgated under Section 142 of the Public Acts of 1978, as amended, but shall be within one year of the date on which this plan is recorded.

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 location 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.

Dated: **11-16-04**

Michael L. Westfall
 Professional Surveyor
 Registration Number 292749
 Michigan and Associates, L.L.C.
 40329 Grand River Avenue
 Novi, Michigan 48375-2123

PROPOSED DATED
 JUNE 25, 2004

SADLER CREEK SURVEY PLAN

SEBER, KEAST & MULLER AND ASSOCIATES, L.L.C.
 CONTRACTING SURVEYORS
 40329 GRAND RIVER AVENUE
 NOVI, MICHIGAN 48375-2123

GRAPHIC SCALE
 0 100 200 400 800
 (IN FEET)
 1 inch = 200' ft.

LOCATION MAP
 SCALE 1" = 200'

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. **1683**
 EXHIBIT "B" TO THE MASTER DEED OF
SADDLE CREEK
 LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SUBDIVISION
 SALTER AND ASSOCIATES, LLC
 4039 GRAND RIVER AVENUE
 SUITE 110
 NOV, MICHIGAN 48375-2123

ENGINEER
 HEAT AND ASSOCIATES, INC.
 4039 GRAND RIVER AVENUE
 SUITE 110
 NOV, MICHIGAN 48375-2123

DEVELOPER
 LYON DEVELOPMENT ASSOCIATES, LLC
 1700 S. WASHINGTON
 FLYINGWHEEL, MICHIGAN 48170

LEGAL DESCRIPTION

A part of the Northeast 1/4 and the Northwest 1/4 of Section 18, Town 1 North, Range 7 East, Lyon Township, Oakland County, Michigan; being more particularly described as commencing at the East 1/4 Corner of said Section 18; thence North 00°56'06" East, 1227.56 feet, along the East line of said Section 18 and the centerline of Pontiac Trail, to the Point of Beginning; thence South 89°23'55" West, 227.41 feet; thence South 89°27'16" West, 61.19 feet; thence South 38°36'17" West, 67.49 feet; thence South 01°40'06" West, 142.88 feet; thence South 67°32'46" West, 154.61 feet; thence 27.01 feet along a curve to the right, said curve having a radius of 390.00 feet, a central angle of 03°58'04", and a chord bearing and distance of South 47°57'23" East, 27.00 feet; thence South 44°01'38" West, 60.00 feet; thence 129.28 feet along a curve to the right, said curve having a radius of 330.00 feet, a central angle of 22°28'44", and a chord bearing and distance of South 34°45'00" East, 128.45 feet; thence South 66°28'22" West, 141.79 feet; thence South 23°31'38" East, 67.65 feet; thence South 13°58'20" West, 144.67 feet; thence South 38°25'45" West, 73.67 feet; thence South 54°43'04" West, 73.67 feet; thence South 71°00'23" West, 73.67 feet; thence South 88°55'42" West, 73.40 feet; thence North 82°45'09" West, 181.84 feet; thence North 85°53'08" West, 185.65 feet; thence North 53°54'12" West, 92.01 feet; thence North 30°36'27" West, 116.10 feet; thence North 61°20'40" West, 101.37 feet; thence North 89°27'29" West, 105.88 feet; thence South 58°26'37" West, 91.35 feet; thence South 34°00'08" West, 65.33 feet; thence South 18°24'17" West, 82.09 feet; thence South 10°11'46" East, 38.43 feet; thence North 82°17'21" West, 183.03 feet; thence South 85°32'55" West, 78.39 feet; thence North 74°38'20" West, 73.41 feet; thence North 57°02'39" West, 73.41 feet; thence North 39°21'25" West, 74.18 feet; thence North 23°52'20" West, 183.39 feet; thence North 51°14'37" East, 102.87 feet; thence North 24°47'28" East, 81.05 feet; thence North 54°31'54" East, 152.58 feet; thence South 44°11'16" East, 90.00 feet; thence North 45°48'44" East, 130.00 feet; thence South 44°11'16" East, 21.20 feet; thence North 45°48'44" East, 130.00 feet; thence North 44°11'16" West, 312.99 feet; thence North 51°07'23" West, 53.22 feet; thence North 45°36'15" East, 66.59 feet; thence North 74°27'13" East, 74.96 feet; thence North 25°43'10" East, 268.30 feet; thence North 01°06'38" East, 562.50 feet; thence South 89°53'22" East, 1075.54 feet; thence South 00°40'08" West, 489.38 feet; thence South 88°48'54" East, 549.50 feet; to the East line of said Section 18 and the centerline of Pontiac Trail, (said point being South 00°56'06" West, 443.00 feet, along the East line of said Section 18) thence South 00°56'06" West, 443.00 feet, along the East line of said Section 18 and the centerline of said Pontiac Trail, to the Point of Beginning. All of the above containing 55.214 acrs. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the rights of the public in Pontiac Trail.

- INDEX**
- 1. TITLE PAGE DESCRIPTIONS
 - 2. SURVEY PLAN
 - 3. SITE PLAN - SHEET INDEX
 - 4. SITE PLAN - UNITS 1-7, 16-17, 71-76, 77-80
 - 5. SITE PLAN - UNITS 45-53, 55-57, 58-63, 81, CLUBHOUSE
 - 6. SITE PLAN - UNITS 29-44, 54, 64-85
 - 7. SITE PLAN - UNITS 18-27, 68-70
 - 8. SITE PLAN - UNITS 8-15
 - 9. UTILITY PLAN
 - 10. AREA AND VOLUME DATA
 - 11. FLOOD PLAIN PLAN

THE CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF DEEDS AND SHALL BE DESIGNATED OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER _____

	SADDLE CREEK TITLE PAGE		SHEET 1 OF 11
	SEBER, KEAST & MITCHELL AND ASSOCIATES, L.L.C. 1000 W. WASHINGTON FLYINGWHEEL, MI 48170	PROPOSED DATED JUNE 25, 2004	

