

AMENDED AND RESTATED MASTER DEED OF BELMONTE AT SILVERCREEK

ARTICLE I TITLE AND NATURE

- Sec 1 Condominium Name and Subdivision Plan No.
- Sec 2 Condominium Units and Co-owner rights of Access to Common Elements
- Sec 3 Voting

ARTICLE II LEGAL DESCRIPTION

ARTICLE III DEFINITIONS

- Sec 1 General Description of Terms Used
 - A. The “Act”. . .means the Michigan Condominium Act. . .
 - B. “Association”. . .means Belmonte at Silvercreek. . .
 - C. “Association Bylaws”
 - D. “Unit” or Condominium Unit”
 - E. “Restated Condominium Bylaws”
 - F. “Condominium Documents”
 - H. “Condominium Project”
 - I. “Condominium Subdivision Plan”
 - J. “Co-owner”
 - K. “Developer”
 - L. “Limited Common Element”
 - M. “Amended and Restated Master Deed”
 - N. “Percentage of value”
 - O. “Common Stormwater Facilities”
 - P. “Community Areas and Facilities”
 - R. “Consent Judgment”
 - S. “Conservation Easement”
 - T. “Declaration of Covenants, Conditions and Restrictions”
 - U. “Development “ or Master Development”
 - V. “Entrance roadways”
 - W. “Master Association”
 - X. “Person”
 - Y. “Record”
 - Z. “Sanitary Sewer System Easement”
 - AA “Sanitary Sewer System Easement Grantee:”
 - BB “Shared Interest Areas”
 - CC “Storm Drainage Facilities”
 - DD “Water Supply System Easement Grantee”

ARTICLE IV COMMON ELEMENTS

- Sec1. Common elements
 - A. General Common Elements
 - (1) Land
 - (2) Electrical
 - (3) Gas
 - (4) Water Distribution
 - (5) Telephone
 - (6) Storm Drainage

- (7) Sanitary Sewer
- (8) Construction
- (9) Irrigation
- (10) Other

B. Limited Common Elements

- (1) Porches and Decks
- (2) Air Conditioning, Heating, and Dryer Venting
- (3) Driveways and Walkways
- (4) Unit Interiors
- (5) Windows and Doors
- (6) Exterior Building Lights
- (7) Sump Pumps and Water Spigots
- (8) Other

C. Responsibility

- (1) Common Areas of the Master Development
- (2) Co-owner Responsibilities

(a) Unit, Limited Common Elements

I. Additional Responsibilities of Co-owners

- (i) All appliances and equipment . . .
- (ii) The plumbing and gas, lines and piping . . .
- (iii) The electrical system . . .
- (iv) All cabinets; counter, trim . . .
- (v) All improvements or decorations . . .
- (vi) Interior dry wall . . .
- (vii) Any individual Drain lines . . .
- (viii) All windows, doorwalls, entry doors . . .
- (ix) Interior extermination of insects . . .
- (x) Co-owner installed landscaping . . .
- (xi) All fireplaces . . .
- (xii) The cost of maintenance, repair . . .
- (xiii) All other items not specifically . . .

II. Limited Common Elements for which the Association is Responsible

- (b) Utility Charges
- (c) Co-owner Additions, Modifications
- (d) Co-owner Fault
- (e) Sump Pumps
- (f) Repair to Association Specifications
- (3) Association Responsibilities
 - (a) General Common Elements
 - (b) Unauthorized Repair
- (4) Rights of Oakland Township

Sec 2. Unusual Expenses

ARTICLE V USE OF PREMISES

ARTICLE VI CONDO UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Sec 1. Condominium Unit Description

Sec 2. Calculation of Percentage of Value

ARTICLE VII EASEMENTS

- Sec 1. Easements for Encroachment, Utilities and Support
- Sec 2. Association's Right to Grant Easements
- Sec 3. Association's Easement for Maintenance, Repair and Replacement
- Sec 4. Easements and Obligations Affecting the Project
 - A. Wetlands
 - B. Roadways
 - C. Storm Water
 - (1) All operation and maintenance functions shall be . . .
 - (2) The Association shall not deposit materials . . .
 - (3) The type of manpower/equipment/materials and . . .
 - (4) The storm Drainage Facilities shall be periodically . . .
 - D. Access Easement
 - E. Master Development Easements
 - F. Water Supply and Sanitary Easements
- Sec 5. Telecommunications Agreements

ARTICLE VIII AMENDMENTS

- Sec 1. Co-owner Approval
- Sec 2. Mortgagee Consent
- Sec 3. Modification of Units, Common elements and Percentage of Value
- Sec 4. Amendments Requiring Township Consent

**AMENDED AND RESTATED MASTER DEED OF
BELMONTE AT SILVERCREEK
(Act 59, Public Acts of 1978 as amended)
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1380**

This Amended and Restated Master Deed is made and executed on this ____ day of _____, 2006, by the Belmonte at Silvercreek Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose office is c/o 990 South Blvd E., Troy, MI 48085, the ("Association"), represented herein by _____, the President of the Belmonte at Silvercreek Condominium Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Association desires by recording this Amended and Restated Master Deed, together with the Restated Condominium Bylaws attached hereto as Exhibit "A", and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", which is hereby incorporated by reference and made a part hereof as Exhibit B, to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act of Michigan. The original Master Deed and Exhibits A and B for Belmonte at Silvercreek, recorded in Liber 23845, Pages 209 et seq., First Amendment to the Master Deed, recorded in Liber 24830, Pages 498 et seq., Second Amendment to the Master Deed, recorded in Liber 25084, Pages 747 et. seq., Third Amendment to the Master Deed, recorded in Liber 31538, Pages 580 et seq., and Fourth Amendment to the Master Deed, recorded in Liber 33489, Pages 739 et. seq., Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 1380 are superseded and replaced by this Amended and Restated Master Deed and Exhibit A. The Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as amended, is retained and incorporated herein by reference as Exhibit B, hereof.

NOW THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of Belmonte at Silvercreek as a Condominium under the Condominium Act and does declare that Belmonte at Silvercreek (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed,

hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Master Deed and Exhibits "A" and "B" applicable hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Belmonte at Silvercreek, Oakland County Condominium Subdivision Plan No. 355, consisting of Units 1 through 88 inclusive. The Condominium Project is established in accordance with the Act.

Section 2. Condominium Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth completely in the Condominium Subdivision Plan applicable to this Amended and Restated Master Deed as Exhibit "B". Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium Project as are designated by the Amended and Restated Master Deed.

Section 3. Voting. Co-owners shall have voting rights in the Belmonte at Silvercreek Condominium Association as set forth herein, in the Restated Condominium Bylaws and Articles of Incorporation of such Association.

ARTICLE II

LEGAL DESCRIPTION

The land which comprises the Condominium Project, as amended, is particularly described as follows:

Land situated in the Township of Oakland, County of Oakland, State of Michigan, described as follows:

A Part Of The North 1/2 Of Section 31, T-4-N., R-11-E., Oakland Township, Oakland County, Michigan, Being More Particularly Described As: Commencing At The Northwest Corner Of Section 31; Thence N. 88° 08' 53" E., 812.07 Feet Along The North Line Of Said Section 31 (Silverbell Road) And In Part Along The South Line Of "Country Creek Subdivision No. 1" As Recorded In Liber 230, Pages 28 Through 35 Of Plats, Oakland County Records, To The Point Of

Beginning; Thence Continuing Along Said Section Line N. 88° 08' 53" E., 563.42 Feet To The Northwest Corner Of "Oakmonte At Silvercreek" A Condominium, Oakland County Condominium Subdivision Plan No. 1372, As Recorded In Liber 23563, Pages 646 Through 723, Oakland County Records; Thence The Following Ten Courses Being Along The Westerly Perimeter Of Said Condominium, (1) S. 01° 50' 56" E., 301.08 Feet, And (2) S. 45° 25' 40" E., 133.76 Feet, And (3) S. 57° 00' 00" E., 243.28 Feet, And (4) S. 88° 08' 06" E., 49.95 Feet, And (5) S 18° 32' 41" B, 115.26 Feet, And (6) S 42° 05' 47" W, 123 72 Feet, And (7) S. 20° 06' 06" E., 189.01 Feet, And (8) S. 75° 17' 40" E., 162.36 Feet, And (9) S. 43° 50' 42" E., 200.73 Feet, And (10) S. 77° 16' 19" E., 339.82 Feet; Thence S. 04° 50' 44" W., 247.84 Feet; Thence N. 85° 20' 33" W., 178.99 Feet; Thence S. 03° 47' 36" W., 593.05 Feet; Thence S. 86° 00' 17" E., 385.94 Feet; Thence S. 09° 05' 43" E., 277.60 Feet To A Point On The East-West 1/4 Line Of Said Section 31, Said Point Also Being On The Northerly Line Of "The Hills Of Kings Point Sub. No. 2" As Recorded In Liber 235, Pages 28 Through 30 Of Plats, Oakland County Records; Thence S. 82° 35' 22" W., 172.59 Feet Along Said East-West 1/4 Line And The Northerly Line Of Said Subdivision To The Center Of Said Section 31; Thence Continuing S. 82° 35' 22" W., 607.34 Feet Along Said East-West 1/4 Line And In Part Along The Northerly Line Of Said Subdivision; Thence N. 00° 56' 05" W., 344.61 Feet; Thence N. 09° 27' 26" E., 172.33 Feet; Thence N. 00° 56' 05" W., 153.57 Feet; Thence On A Curve To The Right 48.86 Feet, Said Curve Having A Radius Of 244.50 Feet, Central Angle Of 11° 26' 57", And Long Chord Bearing Of N. 78° 38' 17" E., 48.78 Feet; Thence N. 12° 12' 03" W., 197.74 Feet; Thence N. 68° 38' 11" W., 24.33 Feet; Thence N. 56° 58' 12" E., 62.36 Feet; Thence N 07° 43' 45" E, 63.85 Feet; Thence N 23° 55' 14" W, 106.92 Feet; Thence N 50° 47' 23" W, 203.91 Feet; Thence N 88° 56' 47" W, 146.75 Feet; Thence S 87° 33' 45" W., 147.94 Feet; Thence S. 78° 19' 49" W., 103.73 Feet; Thence N. 65° 12' 43" W., 92.10 Feet; Thence N. 24° 02' 41" W., 56.38 Feet; Thence N. 60° 49' 05" W., 45.25 Feet; Thence N. 79° 27' 17" W., 80.38 Feet; Thence N. 50° 13' 52" W., 133.96 Feet; Thence N. 11° 51' 54" E., 159.84 Feet; Thence N. 04° 45' 31" W., 209.42 Feet; Thence N. 26° 02' 58" E., 227.05 Feet; Thence N. 52° 58' 56" W., 145.06 Feet; Thence On A Curve To The Right 4.54 Feet, Said Curve Having A Radius Of 171.50 Feet, Central Angle Of 01° 31' 05", And Long Chord Bearing Of N. 43° 28' 44" E., 4.54 Feet; Thence N. 45° 45' 43" W., 167.34 Feet; Thence N. 01° 51' 07" W., 207.80 Feet To The Point Of Beginning And Containing 1,443,596 Square Feet Or 33.14 Acres.

Together with and subject to the following:

1. Terms and Conditions contained in Affidavit Providing Notice of Consent Judgment, as disclosed by instrument recorded in Liber 22009, page 516.
2. Terms and Conditions contained in Notice of Consent Judgment, as disclosed by instrument recorded in Liber 21911, page 483.

3. Easement for sanitary sewer system in favor of County of Oakland and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 13254, page 324.

4. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

5. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fisheries in any portion of the land comprising in the bed of Gallagher Creek, or land created by fill or artificial accretion.

6. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Gallagher Creek.

7. Declaration of Covenants, Conditions and Restrictions recorded in Liber 23559, Pages 672-693, Oakland County Records.

8. Conservation Easement recorded in Liber 23559, page 657, Oakland County Records.

ARTICLE III

DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits "A" and "B" applicable hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations of the Belmonte at Silvercreek Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Belmonte at Silvercreek, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Master Deed or its exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

B. "Association" or "Association of Co-owners" means Belmonte at Silvercreek Condominium Association, a non-profit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Restated Condominium Bylaws of Belmonte at Silvercreek Condominium Association, pertaining to operation of the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Unit or "Condominium Unit" each mean a single complete Unit in Belmonte at Silvercreek, as such may be described in Article VI hereof and on Exhibit B applicable hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

E. "Restated Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.

F. "Condominium Documents", wherever used, means and includes this Amended and Restated Master Deed and Exhibit "A" hereof, the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as amended, together with the Articles of Incorporation and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging to Condominium as described above.

H. "Condominium Project", "Condominium" or "Project" means Belmonte at Silvercreek as a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as amended, which is hereby incorporated by reference and made a part hereof as Exhibit "B".

J. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term "owner", wherever used, shall be synonymous with the term "Co-owner". Both Land Contract vendees and vendors shall be considered Co-owners, and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents of Belmonte at Silvercreek and the Act.

K. "Developer" shall refer to Pulte Homes of Michigan Corporation, a Michigan Corporation, which made and executed the original Master Deed, and its successors and assigns.

L. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV hereof, and does not refer to Condominium Units.

M. "Amended and Restated Master Deed" means this document which when recorded shall reaffirm the establishment of the Condominium, and to which the Restated

Condominium Bylaws are attached, and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as amended, is made applicable.

N. "Percentage of value" means the percentage assigned to each Condominium Unit in Article VI hereof. The percentages of value of all Units shall total one hundred (100%) percent. Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act. Percentages of value for each Condominium Unit have been determined with reference to reasonably comparative characteristics.

O. "Common Stormwater Facilities" means the stormwater detention basins, the sedimentation basins, the wetlands areas and the culvert identified on the Master Association Responsibility Plan attached to the Consent Judgment (as defined below). The Common Stormwater Facilities shall be administered and maintained by the Master Association pursuant to the Master Declaration and in accordance with the Consent Judgment. All owners of units within the Overall Development, including Co-Owners, shall pay a pro rata share of the costs of maintenance, insurance and replacement of the Common Stormwater Facilities through their respective condominium association, which shall be in the form of assessments paid to the Master Association.

P. "Community Areas and Facilities" means the clubhouse area identified on Master Association Responsibility Plan attached to the Consent Judgment (as defined below), which include the amenities to be constructed pursuant to the Judgment, such as the clubhouse, swimming pool, tennis courts, gazebo, sauna, brick terrace, walkways and basketball court. The Community Areas and Facilities will be administered and maintained by the Master Association pursuant to the Master Declaration and in accordance with the Consent Judgment. All owners of units within the Overall Development, including Co-Owners, shall pay a pro rata share of the costs of maintenance, insurance and replacement of the Community Areas and Facilities through their respective condominium association, which shall be in the form of assessments paid to the Master Association.

R. "Consent Judgment" means the Judgment entered by the Oakland County Circuit Court on October 9, 2000 (Case No. 99-017057-CH), including all of the exhibits attached thereto, and recorded in Liber 21911, page 495, Oakland County Records, which set forth certain restrictions and obligations pertaining to Belmonte at Silvercreek and the adjacent two (2) condominium developments as described in the Declaration. The Oakland County Register of Deeds was unable to electronically duplicate Exhibits B and C to the Consent Judgment for recordation purposes. Copies of Exhibits B and C are on file with the Oakland County Register of Deeds and are available for public viewing.

S. "Conservation Easement" means the certain Conservation Easement granted to the Township and recorded in Liber 23559, Page 657, Oakland County Records, to which the Project is subject.

T. "Declaration of Covenants, Conditions and Restrictions" means the Declaration of Covenants, Conditions and Restrictions recorded in Liber 23559, Pages 672-693, Oakland County Records, which empowers the Master Association to manage, maintain, operate and administer the Common Areas of the Master Development described in Article IV, Section 1C(1) below and which obligates the Co-Owners of Belmonte at Silvercreek along with other unit owners in the Master Development to pay a pro rata share of the cost of maintenance, insurance, repair and replacement of the Common Areas of the Master Development and to bear certain expenses in connection with the Master Association.

U. "Development" or "Master Development" means the Property described in the Declaration which consists of Belmonte at Silvercreek as a Condominium Project and two (2) adjacent condominium projects.

V. "Entrance Roadways" means Creekmonte Boulevard and that portion of Silvercreek Boulevard identified on the Master Association Responsibility Plan attached to the Consent Judgment. The Entrance Roadways will be private roads that will be administered and maintained by the Master Association pursuant to the Master Declaration. All owners of units within the Overall Development, including Co-Owners, shall pay a pro rata share of the costs and maintenance, insurance and replacement of the Entrance Roadways through their respective condominium association, which shall be in the form of assessments paid to the Master Association.

W. "Master Association" means Silvercreek Master Association, a Michigan nonprofit corporation organized for a perpetual term and of which the Belmonte Condominium Association is a member along with the two (2) other condominium associations of the Master Development.

X. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

Y. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

Z. "Sanitary Sewer System Easement" means a perpetual and permanent easement in favor of the Sanitary Sewer System Easement Grantee for the purposes of developing, establishing, constructing, repairing, maintaining the sanitary sewer system in the Condominium, and any related appurtenances, in any size, form, shape, or capacity.

AA. "Sanitary Sewer System Easement Grantee" means, with respect to the grant of the Sanitary Sewer System Easement, Oakland Township and Oakland Township's successors, assigns and transferees.

BB. "Shared Interest Areas" means the berm and landscaping area along Silverbell Road, all boardwalks, walkways and gazebos identified on the Master Association Responsibility Plan as attached to the Consent Judgment. The Shared Interest Areas

shall be administered and maintained by the Master Association pursuant to the Master Declaration and in accordance with the Judgment. All owners of units within the Overall Development, including Co-Owners, shall pay a pro rata share of the costs of maintenance, insurance and replacement of the Shared Interest Areas through their respective condominium association, which shall be in the form of assessments paid to the Master Association.

CC. "Storm Drainage Facilities" means the ponds, storm sewers and appurtenances, sedimentation basins, piping, drainage swales, surface, drainage easements and other storm drainage improvements and facilities in the Condominium that are not identified on the Master Association Responsibility Plan as being a part of the Common Stormwater Facilities.

DD. "Water Supply System Easement" means a perpetual and permanent easement in favor of the Water Supply System Easement Grantee for the purposes of developing, establishing, constructing, repairing, maintaining the water supply system in the Condominium, and any related appurtenances, in any size, form, shape or capacity.

EE. "Water Supply System Easement Grantee" means, with respect to the grant of the Water Supply System Easement, Oakland County and Oakland County's successors, assign and transferees.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

Section 1. Common Elements. The Common Elements of the Condominium described below and in the Condominium Subdivision Plan and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. General Common Elements. The general Common Elements are:

(1) Land. The land described in Article II hereof, specifically including the roads, sidewalks, pathways, entry sign, parking areas, traffic signs, mailboxes, surface improvements and landscape and plant materials installed by the developer or the Association not designated as Limited Common Elements or Units, as shown on the Condominium Subdivision Plan, and all easement areas and other encumbrances affecting or imposed upon said land;

(2) Electrical. The electrical transmission system throughout the project, including exterior site lighting, and also including wiring contained within Unit

walls, up to but not including the point of connection with electrical fixtures, plugs and switches within any Unit;

(3) Gas. The gas distribution system throughout the project including that contained in Unit walls, up to but not including the point of connection with gas fixtures within any Unit;

(4) Water Distribution. The water distribution system throughout the Project, including that contained in Unit walls, up to but not including the point of connection with plumbing fixtures (which term shall include fixture shut-off valves) within any Unit;

(5) Telephone. The telephone system throughout the Project up to the point of connection with telephone service for an individual Unit;

(6) Storm Drainage. The storm drainage systems throughout the Project, including ponds, sedimentation basins, detention areas, wetland areas and drainage facilities;

(7) Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained in Unit walls, up to but not including the point of connection with plumbing fixtures within any Unit;

(8) Construction. The foundations, garage and ground floor slabs, supporting columns, Unit perimeter walls, (excluding windows, doors and frames therein), roofs, ceilings, attics, floor construction between Unit levels, fireplace construction and chimneys and all other building components shown on Exhibit B as General common Elements;

(9) Irrigation. The irrigation system throughout the Project, including wells, if any, water lines, valves, sprinkler heads, timers, pumps and electrical equipment;

(10) Other. All elements of the project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit which are not designated as Limited Common Elements in Exhibit "B" or in subsection B of this Article and which are intended for common use or necessary to the existence, upkeep and safety of the project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above ("utility system") service single buildings containing more than one condominium unit. Accordingly, and where necessary or

applicable, there shall be an easement for that common element through each condominium unit to enable the utility system to appropriately serve each of the condominium units in the subject building.

B. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit(s) to which the Limited Common Elements are appurtenant or assigned on the Condominium Subdivision Plan. The Limited Common Elements are:

- (1) Porches and Decks. Each main entry porch and decks, as shown on the Condominium Subdivision Plan, together with any approved improvements located thereon or appurtenant thereto (such as enclosures, screening or stairs), whether shown on the Condominium Subdivision Plan or allowed and approved pursuant to Association rules, regulations and policies, shall be limited in use to the Co-owner of the Unit served thereby;
- (2) Air Conditioning, Heating, and Dryer Venting. Each individual air conditioner and compressor, compressor pad, furnace, humidifier and hot water heater, including all ductwork, electrical wiring and transmission lines appurtenant thereto, (including dryer venting), is restricted in use to the Co-owner of the Unit which such equipment services;
- (3) Driveways and Walkways. All driveways leading to Units and walkways providing access to each Unit, as shown on the Condominium Subdivision Plan, shall be limited in use to the Co-owners of the Units which they service;
- (4) Unit Interiors. Interior walls, fireplaces (including flues and dampers), ceilings, floors and surfaces contained within a Unit shall be subject to the exclusive enjoyment and usage of the co-owner of each such Unit;
- (5) Windows and Doors. Doors, doorwalls, windows, screens and storms (entire element including all frames, hardware and component parts), including garage doors and garage door openers, are restricted in use to the Co-owners of the Units to which the same are appurtenant;
- (6) Exterior Building Lights. The light fixtures attached to the exterior of each Unit, are restricted in use to the Co-owners of the Units to which the same are appurtenant;
- (7) Sump Pumps and Water Spigots. The sump pumps located in each Unit and outdoor water spigots, are restricted in use to the Co-owners of the Units to which the same are appurtenant;
- (8) Other. Such other elements of the Project, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Project, shall be Limited Common Elements.

C. Responsibility. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units, including structures, landscaping and improvements located therein, and appurtenant Limited Common Elements, if any, as set out herein and in the relevant sections of Article VI of the Restated Condominium Bylaws (Exhibit "A" to this Amended and Restated Master Deed) and Rules and Regulations promulgated in accordance therewith, and further subject to the responsibilities of the Master Association, set forth in subsection (1) below, the respective responsibilities for the day to day maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium (see Article V of the Amended and Restated Condominium Bylaws in cases of insured casualties) are as follows:

(1) Common Areas of the Master Development. The Condominium is part of the Overall Development, which is established subject to the Judgment and the Master Declaration, which impose certain affirmative obligations on all persons having an interest in the Condominium. Copies of the Judgment and the Master Declaration are available from the Township and are also maintained on file with the Association. All on-going expenses and obligations imposed on the Condominium property pursuant to the Judgment and/or the Master Declaration (i.e., obligations and expenses that deal with the operation of the Overall Development and its use as a residential community rather than the development of the Condominium) shall be expenses of administration assessed to the Co owners as provided in this Amended and Restated Master Deed and the Master Declaration. Such expenses include, but are not limited to, the Master Association's obligation to maintain the Common Stormwater Facilities, Entrance Roadways, Community Areas and Facilities and the Shared Interest Areas identified on Exhibit "B" to the Master Declaration. Belmonte at Silvercreek is one of three condominium projects in the Master Development described in the Declaration. Certain General Common Elements of Belmonte at Silvercreek are subject to common usage by all owners of units in the Master Development as set forth in the Declaration. These common areas and facilities are described in detail in the Declaration and are the Common Stormwater Facilities, including certain stormwater detention basins, sedimentation basins, culverts and wetlands, Community Areas and Facilities which may include a clubhouse, swimming pool, basketball court and tennis courts as described in the Declaration, Shared Interest Areas which are the berm and landscaping along Silverbell Road, all boardwalks, walkways and gazebos designated in the Declaration, the Entrance Roadways which are portions of Creekmonte Boulevard and Silvercreek Boulevard as described in the Declaration which are private roads, and certain Open Space Areas, including open spaces, park areas, wooded common areas, and wetlands described in the Declaration. All such areas are referred to in this Amended and Restated Master Deed and Bylaws as "Common Areas of the Master Development". These Common Areas of the Master Development are to be insured, maintained, repaired and replaced by the Master Association. Belmonte at Silvercreek Condominium Association shall be a member of the Master Association along with the two (2) other condominium associations of the Master Development. The Co Owners of Belmonte at Silvercreek will be assessed charges for

maintenance of the Common Areas of the Master Development through the Belmonte at Silvercreek Condominium Association. To the extent a General Common Element of Belmonte at Silvercreek is also a Common Area of the Master Development, the Master Association shall be responsible for the maintenance, insurance, repair and replacement of such General Common Elements.

(2) Co-owner Responsibilities:

(a) Unit, Limited Common Elements. The primary responsibility for cleaning, maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Project, and the Limited Common Elements assigned or appurtenant thereto, except those described in subsections B(3) and (6), above as stated in subparagraph II below, shall be borne by the Co-owner of the Unit.

I. Additional Responsibilities of Co-owners. In addition to, or in clarification of, the Co-owner's responsibility under this Article IV, Section 1C.(2)(a), each Co-owner shall be responsible for the day to day costs of decorating, maintaining, repairing and replacing (but not necessarily insuring – see Article V of the Amended and Restated Condominium Bylaws in cases of insured casualties) the following items:

- (i) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, furnace and air conditioner and related ductwork, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, range, oven, refrigerator, vent or exhaust fans and related ductwork, dryer venting, vent covers and filters, and individual hot water heaters (provided that the Association must be contacted to perform any maintenance, repair or addition that would impact or involve the Building roof systems through its contractors – which charges will be billed back to the responsible Co-owner);
- (ii) The plumbing and gas, lines and piping from and including the water and gas meters (even though partly General Common Elements) within the Unit, including shut-off valves, supply lines, drains, rings, washers, and other fixtures;
- (iii) The electrical system for each Unit from and including the electrical meter (even though partly General Common Elements), including all lines, circuit breakers, boxes, switches, outlets, doorbell system and electrical fixtures, with the exception of exterior mounted lights, which will be the

responsibility of the Association (only bulbs are co-owner responsibility);

- (iv) All cabinets; counter; interior trim, doors; closet doors; sinks; tile, either floor or wall; and related hardware;
- (v) All improvements or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting, hardwood and other floor covering and trim;
- (vi) Interior drywall and interior wall construction, including removal and restoration of same after Association repair of wall, foundation or floor cracks and/or leaks;
- (vii) Any individual Unit drain lines and floor drains located within the Unit;
- (viii) All windows, doorwalls, entry doors, garage doors together with all garage door supporting hardware, (including but not limited to, tracks, springs, locks, etc.), door openers and remotes, and all storms, screens and all hardware, springs, tracks, rollers, etc;
- (ix) Interior extermination of insects and critters;
- (x) Landscaping and plantings installed by or on the direction of individual Co-owners;
- (xi) All fireplace combustion chambers, flues, and dampers;
- (xii) The cost of maintenance, repair and replacement of all items referred to in Article V, Section 3 of the Condominium Bylaws shall be borne by the Co-owner, except as otherwise provided in the Condominium Documents.
- (xiii) All Co-owner-added (after Association approval) landing blocks, patios and paths to patios.
- (xiv) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.

- II. Limited Common Elements for which the Association is Responsible. The Association shall, except in cases of Co-owner fault, be responsible for the costs of maintenance, repair and replacement of the driveways and walkways, and exterior light fixtures (not bulbs) as described in subparagraphs B(3) and (6), above.

(b) Utility Charges. All individually metered utility services shall be borne by the Co-owner of the Unit to which such services are furnished.

(c) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Project which require the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner.

(d) Co-owner Fault. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants, pets or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Restated Condominium Bylaws.

(e) Sump Pumps. A Co-owner whose Unit contains a sump pump must maintain, repair or replace such equipment. Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association so as to avoid preventing reasonable accessibility to such equipment in case of malfunction. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements which may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment. Damage to the General Common Elements caused by the malfunction of such equipment shall be borne by the responsible Co-owner in all instances.

(f) Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Condominium Bylaws shall be performed subject to the Association's or Master Association's (as the case may be) mandatory prior approval and control with respect to color, style, timing, material and appearance. In the event of failure by a Co-owner to follow such specifications and approval requirements, the Co-owner shall be assessed for, and shall be responsible for, all costs of correction and for bringing the altered element into conformity with these requirements, including but not limited to, possible complete removal and replacement.

(g) Patios and Related Improvements. Co-owner-added (only after Association approval) landing blocks, patios and paths to patios are solely owned by Co-owners and are not Limited Common Elements, but shall be

allowed to remain on General Common Elements provided the same are used, maintained, repaired and replaced in accordance with Association policies and Rules and Regulations. Should the Association need access to areas obscured by such improvements or should the Association or its contractors damage the same, the Association shall have no liability to the Co-owner, and the co-owner shall be solely responsible for all costs of removing, repairing and/or restoring such improvements;

(3) Association Responsibilities:

(a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements (with the exception of those assigned to Co-owners elsewhere herein and those assigned to the Master Association in Subsection C(1), above), and those Limited Common Elements for which the Association is assigned responsibility in Subsection (2)(a)II, above shall be borne by the Association, in accordance with the provisions of this Article and the Restated Condominium Bylaws.

(b) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

(4) Rights of Oakland Township. Notwithstanding anything herein to the contrary, Oakland Township, Oakland County and each of their respective successors, assigns and transferees may maintain, repair and replace any portion of the municipal water and sanitary sewer systems up to the point of lateral connections at the edge of the vehicular access road for Unit service. In the event that the Association fails to provide adequate maintenance, repair or replacement of the General Common Elements (including roads), the Township may, but shall not be required to exercise the Township Remedy (as described in Article VII below).

Section 2. Unusual Expenses. Any other unusual common expenses benefiting less than all of the Condominium Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Michigan Condominium Act.

ARTICLE V

USE OF PREMISES

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or

impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Condominium Unit Description. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Belmonte at Silvercreek as prepared by Giffels-Webster Engineers, Inc., and made applicable hereto as Exhibit "B". Each Unit shall include (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of the Unit, all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "B" applicable hereto and delineated with heavy outlines. Building elevations are shown in detail in architectural plans and specifications on file with the Township of Oakland.

Section 2. Calculation of Percentage of Value. The percentage of value assigned to each Unit is set forth in this Paragraph, below. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners and the undivided interests of the Co-owner in the Common Elements. The total percentage value of the Project is 100. The Developer has determined that the comparative characteristics of residential Units in the Condominium are approximately equal. Therefore, the percentages of value for Units 1 through 88 shall be 1/88th of 100 percent.

ARTICLE VII

EASEMENTS

Section 1. Easements For Encroachment, Utilities, and Support. In the event any Condominium Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Act.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines. There further exist permanent and perpetual non-exclusive easements in favor of Oakland Township, Oakland County and all other companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through all roads, walks and boardwalks and the other General Common Elements and the

Limited Common Elements identified in Article IV in the Condominium for the operation, maintenance, repair and replacement of the water supply system, sanitary sewer system, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all roads, walks, boardwalks and utility lines in the Condominium, including, without limitation, all water, gas, electric and sanitary sewer lines, all of which easements shall be for the benefit of the Overall Development and all parties having any interest in any portion of the Overall Development, including mortgagees of any portion of the Overall Development. These easements shall run with the land in perpetuity.

There shall exist easements of support with respect to any Unit wall which supports a Common Element.

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through any portion of any General Common Element of the Condominium for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all streets and all utilities and utility easements located on the Condominium Premises to the public for such consideration as the Association shall determine in its sole discretion.

Section 3. Association's Easement For Maintenance, Repair and Replacement. 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. It is a matter of concern that a Co-owner may fail to properly maintain his Unit or any Limited Common Elements appurtenant thereto for which the Co-owner is assigned responsibility in a proper manner and in accordance with the standards set forth in this Amended and Restated Master Deed, the Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Master Deed, the Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, or any Limited Common Elements appurtenant thereto, the Association shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due, in accordance with Article II of the Restated Condominium Bylaws; further, the lien for non-payment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means

available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Easements and Obligations Affecting the Project. The Condominium is affected and bound by the following recorded easements and restrictions:

A. Wetlands. The use of the Units is limited to residential use in accordance with this Amended and Restated Master Deed and exhibits, the Declaration, the ordinances of the Township of Oakland and the requirements of other applicable governmental authorities. No modification, use, construction or occupancy of any wetland area or detention areas or any applicable buffer areas shall occur without the prior written approval of Developer, the Association, the Master Association, and applicable governmental authorities.

B. Roadways. The roads in the Condominium are private roads and all expenses of insurance, maintenance, repair and replacement of the roads shall be paid by the Association and assessed to the Co-Owners based on their percentage of value. The roads in the Master Development (including roads in the Condominium) are private roads and are for the use and benefit of all unit owners of the Master Development (including the Co-Owners of Belmonte at Silvercreek) as set forth in the Declaration. The Entrance Roadways, including portions of Creekmonte Boulevard and Silvercreek Boulevard as described in the Declaration are to be maintained by the Master Association as set forth in the Declaration.

C. Storm Water. There are reserved permanent non-exclusive easements over the Condominium as shown on the Condominium Subdivision Plan for the Storm Drainage Facilities for the benefit of the Overall Development. The Storm Drainage Facilities shall be maintained repaired and replaced in the first instance by the Association. The Storm Drainage Facilities are a part of an overall storm drainage system that serves the Overall Development. Assessments shall be collected from all Owners by the Association in order to finance the long term administration, maintenance, operation and repair of the Storm Drainage Facilities. Developer has reserved easements for the Common Stormwater Facilities in the Master Declaration for the benefit of the Overall Development.

Pursuant to the Judgment, the Master Association and the Association shall employ Best Management Practices, designs and methods in order to cause any discharge within the watershed and other sensitive areas to have the minimum impact feasible, consistent with the development of the Overall Development.

If and to the extent there are material changes in technology in the future which would permit maintenance and/or operation of the Storm Drainage Facilities in a manner which would afford greater protection to the water quality and protection of sensitive areas on and around the Overall Development, including Gallagher Creek, the Association shall modify the plan of maintenance so as to incorporate such new technology if and to the extent reasonable, taking into consideration cost limitations.

The management plan for maintenance and operation of the Storm Drainage Facilities shall include the following:

(1) All operation and maintenance functions shall be directed toward the end of ensuring that the Storm Drainage Facilities function in accordance with intended purposes.

(2) The Association, shall not deposit materials, or undertake dredging, removal of soil or other materials, constructing, operating or maintaining any use or development and/or draining water from or to the Storm Drainage Facilities. The Association, shall have the sole responsibility to finance, administer and employ a competent contractor to operate and maintain the Storm Drainage Facilities.

(3) The type of manpower/equipment/materials, and performance levels, associated with the operation and maintenance of the Storm Drainage Facilities shall equal or exceed the requirements to maintain and operate the system in the manner intended.

(4) The Storm Drainage Facilities shall be periodically monitored by the contractor having expertise retained by the Association. Such monitoring shall occur at least quarter annually (four times each year), or such lesser frequency as allowed by municipal or governmental regulations, and necessary and/or appropriate maintenance shall be undertaken expeditiously as needed, applying Best Management Practices.

In the event of a violation of the requirements for maintenance and preservation of the Storm Drainage Facilities by the Association, the Master Association shall have the right, power and authority to overtake maintenance of the Storm Drainage Facilities in the manner provided herein and, in such event, to collect assessments from Unit Owners through the collection of additional assessments from the Association, which additional assessments shall include an administration fee equal to 25% of the cost to perform the maintenance of the Storm Drainage Facilities as provided herein, and if not paid within 30 days following the day which such assessments to the Master Association are due, such amount shall become a lien on the Property in accordance with Section 108 of the Act.

In conjunction with the exercise by the Township of the Township Remedy (as specified below), in the event of a failure by the Master Association to meet the requirements of this paragraph, and a failure by the Master Association to cure following notice from the Township of such failure, the Township shall be authorized to enter into a contract with a person or entity with expertise for the maintenance and/or operation of the Storm Drainage Facilities for a period of up to five years, to be financed in the manner provided below. Following the period of maintenance and/or operation by the Township's contractor, the Township shall provide notice to the owners of the Property (which may be through the Association or the Master Association), and the owners shall then continue with the maintenance and responsibilities as provided for herein.

In the event any persons shall violate any of the provisions relating to the maintenance and preservation of Storm Drainage Facilities, the maintenance, repair or replacement of General Common Elements, or relating to conservation and Open Space as provided in this Amended and Restated Master Deed (separately or together referred to as a "violation"), the Township shall be authorized to send a written notice to the Association specifying the corrective action required on the Condominium in the Township's reasonable discretion in order to correct the violation and/or preserve and protect the Storm Drainage Facilities and

resources in question, and specifying a reasonable time within which such corrective action must be completed. If the corrective action specified in the notice has not been completed on a timely basis, following notice to the Association and an opportunity for the Co-owner(s) and the Association to be heard, the Township, or an agent or contractor of the Township, may enter upon the Condominium and undertake the appropriate corrective, restoration, maintenance, repair, replacement and/or preservation action. The cost of any such action taken by the Township, or caused to be taken by the Township, plus an administrative fee equal to 25% of such cost, shall be paid by all of the Co-owners of the Condominium, pro-rata according to Percentage of Value, and if not paid within 30 days following a billing to the owners, such amount shall become a lien on the Condominium, to be collected by placing such amount on the next annual delinquent real property tax roll, to accrue interest and penalties, and to be collected in the manner provided by law for the collection of delinquent real property taxes. Rather than fronting all costs, the Township shall be authorized to send a billing to the owners in advance of undertaking work based upon an estimate of costs prepared by the Township engineer, and, following collection, proceed with the work. Alternatively, the Township shall be entitled to commence a civil action for all amounts owing and/or for enforcement purposes, and, if all or a part of the relief sought in the civil action is granted, the judgment shall include the reasonable attorney's fees incurred by the Township in the action (collectively, the procedure described in this Paragraph is referred to herein as the ("Township Remedy").

The Condominium is subject to the terms, conditions and provisions of the Judgment. All persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed the Association as agent and attorney-in-fact to make any dedications or reservations described in the Judgment and to act in behalf of all Co-owners and their Mortgagees in any proceedings with respect to such dedications or reservations pursuant to the Judgment.

D. Access Easement. The Creekmonte Boulevard entrance way provides access to Silverbell Road by the Condominium and other portions of the Master Development pursuant to an easement for ingress, egress and public utilities over, across and within Creekmonte Boulevard as shown on the Condominium Subdivision Plan, ("Access Easement"). The Access Easement is for the benefit of all Unit Owners of Belmonte at Silvercreek and all unit owners of the Master Development. Portions of Creekmonte Boulevard and Silvercreek Boulevard are to be maintained by the Master Association as Entrance Roadways as set forth in the Declaration.

E. Master Development Easements. Pursuant to the Declaration, easements are reserved and declared for the benefit of all owners of units in the Master Development for use, benefit, maintenance and repair of the Common Areas of the Master Development as set forth in the Declaration. Portions of the Master Development and the Condominium are subject to a Conservation Easement recorded in Liber 23559, page 657, Oakland County Records, and as described in the Declaration.

F. Water Supply and Sanitary Easements. There was reserved a perpetual and permanent Water Supply System Easement in favor of the Water Supply System Easement Grantee, in over, under and through the Common Elements of the Condominium as shown

on the Condominium Subdivision Plan and as actually constructed. The Water Supply System Easement may not be amended or revoked except with the written approval of the Water Supply Easement Grantee. The Water Supply System Easement Grantee shall have the right to sell, assign, transfer or convey the Water Supply System Easement to any other governmental unit. Co-owners shall not build or convey to others any permission to build any permanent structures on the Water Supply System Easement. Co-owners shall not build or place any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Water Supply System Easement Grantee under the Water Supply herein reserved and declared. The Water Supply Easement Grantee shall have the right of entry on, and to gain access to, the Water Supply Easement and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, release the Water Supply System Easement Grantee from any and all claims to damages in any way arising or incident to the construction and maintenance of the water supply system or otherwise arising from or incident to the exercise by the Water Supply System Easement Grantee of its rights under the Water Supply System Easement, and all Co-owners covenant not to sue the Water Supply System Easement Grantee for any such damages.

There was also reserved a perpetual and permanent Sanitary Sewer System Easement in favor of the Sanitary Sewer System Easement Grantee, in over, under and through the Common Elements of the Condominium as shown on the Condominium Subdivision Plan and as actually constructed. The Sanitary Sewer System Easement may not be amended or revoked except with the written approval of the Sanitary Sewer System Easement Grantee. The Sanitary Sewer System Easement Grantee shall have the right to sell, assign, transfer or convey the Sanitary Sewer System Easement to any governmental unit. Co-owners shall not build or convey to others any permission to build any permanent structures on the Sanitary Sewer System Easement. Co-owners shall not build or place any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Sanitary Sewer System Easement Grantee under the Sanitary Sewer Easement herein reserved and declared. The Sanitary Sewer System Easement Grantee shall have the right of entry on, and to gain access to, the Sanitary Sewer System Easement and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, release the Sanitary Sewer System Easement Grantee from any and all claims to damages in any way arising or incident to the construction and maintenance of the sanitary sewer system or otherwise arising from or incident to the exercise by the Sanitary Sewer System Easement Grantee of its rights under the Sanitary Sewer System Easement, and all Co-owners covenant not to sue the Sanitary Sewer System Easement Grantee for any such damages.

The rights granted to the Water Supply System Easement Grantee and the Sanitary Sewer System Easement Grantee under this Section may not be amended without the express written consent of the Water Supply System Easement Grantee, with respect to the Water Supply System Easement and without the express written consent of the Sanitary Sewer System Easement Grantee with respect to the Sanitary Sewer System Easement. Any purported amendment or modification of the rights granted under this section shall be void

and without legal effect unless agreed to in writing by the Water Supply System Easement Grantee or the Sanitary Sewer System Easement Grantee, as the case may be.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors shall have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts of administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE VIII

AMENDMENTS

This Amended and Restated Master Deed and any Exhibit hereto may be amended as provided in the Act in the following manner.

Section 1. Co-owner Approval. Amendments may be made and recorded by the Association upon being approved by the Co-owners of a simple two-thirds (2/3) of the Units in the Condominium entitled to vote as of the record date for such vote, except as hereinafter provided.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgages (as defined in Section 90A(9) of the Act), such amendment shall require the consent of not less than two-thirds (2/3) of all mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90A of the Act.

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article VI hereof, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Michigan Condominium Act, as amended. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 50 of the Act. Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Act.

Section 4. Amendments Requiring Township Consent. Notwithstanding anything to the contrary in this Amended and Restated Master Deed, no amendment shall be made to any of the following provisions of this Amended and Restated Master Deed, nor shall any amendment be made affecting the Township's rights under such provisions, without the prior written consent of the Township: Article IV, Section 1C(1), Article VII, Sections 1 and 4 and this Article VIII, Section 4.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Master Deed to be executed the day and year first above written.

BELMONTE AT SILVERCREEK
CONDOMINIUM ASSOCIATION, a Michigan
Nonprofit Corp.

BY: _____

ITS: President

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2006, the foregoing Amended and Restated Master Deed was acknowledged before me by _____, President of Belmonte at Silvercreek Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

**Drafted by and when
recorded return to:**

Mark F. Makower, Esq.
Dickinson Wright, PLLC
38525 Woodward Ave., #2000
Bloomfield Hills, MI 48304

_____, Notary Public
Acting in _____ County, MI
My commission expires: