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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843**THIRD AMENDMENT TO MASTER DEED
OF LONG LAKE PINES**13
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Long Lake Pines Development Group, a Michigan co-partnership, whose address is 32605 West Twelve Mile Road, Suite 360, Farmington Hills, MI 48334 ("Developer"), being the Developer of Long Lake Pines, a residential site condominium project established pursuant to the Master Deed thereof, recorded on September 30, 1996 in Liber 2092, Pages 733 through 812, both inclusive, Livingston County Records, as amended by the First Amendment to Master Deed recorded on February 12, 1997 in Liber 2139, Pages 693 and 694, Livingston County Records, and as further amended by the Second Amendment to Master Deed recorded on August 24, 1998 in Liber 2413, Pages 40 through 53, Livingston County Records, (collectively, the "Master Deed") and designated as Livingston County Condominium Subdivision Plan No. 98 (the "Condominium Project"), hereby amends the Master Deed of Long Lake Pines, pursuant to the authority reserved in Article IX, Section 3 and in accordance with Section 90 of the Michigan Condominium Act (being MCLA §559.190) for the purpose of amending certain provisions of the Master Deed and Condominium Bylaws. By the recording of this Third Amendment to Master Deed (the "Third Amendment"), Developer amends certain provisions in the Master Deed and Condominium Bylaws regarding storm drainage and sanitary sewers. Upon the recording of this Third Amendment to Master Deed in the office of the Livingston County Register of Deeds, the Master Deed (including the Condominium Bylaws and the Condominium Subdivision Plan which are attached to the Master Deed as Exhibits "A" and "B", respectively) will be further amended, as follows:

1. Article IV, Section 3, Paragraph (d) of the Master Deed is hereby deleted in its entirety and the following is substituted in lieu thereof:

"(d) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary. Notwithstanding the above, the cost of maintenance, repair and replacement of those portions of the Storm Water Drainage System which are part of the Long Lake Pines Drain Drainage District shall be under the jurisdiction of the Livingston County Drain Commissioner, and the costs shall be assessed directly to the Co-owners under the procedures of the Livingston County Drain Commissioner. Further, the cost of maintenance, repair and replacement of those portions of the Community Sewage Disposal Area which are part of the Long Lake Pines Sanitary Sewer Drainage District shall be under the jurisdiction of the Livingston County Drain Commissioner, and the costs shall be assessed directly to the Co-owners under the procedures of the Livingston County Drain Commissioner."

2. Article IV, Section 3, Paragraph (e) of the Master Deed is hereby deleted in its entirety and the following is substituted in lieu thereof:

"(e) Maintenance of Drainage Areas and Retention Basins. The storm drainage plan for the Project consists of above-ground surface drainage with on-site retention, as shown on the Condominium Subdivision Plan. These wetland areas are located both within Units and within the Limited Common Element Yard Areas appurtenant to certain Units, as shown on the Condominium Subdivision Plan. The Long Lake Pines Storm Water Drain Drainage District, acting through the Livingston County Drain Commissioner shall be responsible for any and all maintenance associated with such retention basins or wetland areas, as necessary to ensure proper drainage."

3. Article IV, Section 3, Paragraph (f) of the Master Deed is hereby deleted in its entirety.

4. Article VIII of the Master Deed is hereby modified to provide that any and all references to "public utilities" shall also include the drainage districts providing storm water and sanitary sewer services. All easements for storm water drainage shall be held by the Long Lake Pines Storm Water Drain Drainage District. All easements for sanitary sewerage shall be held by the Long Lake Pines Sanitary Drain Drainage District. In addition, the following sentence shall be added to Section 9:

"No Co-Owner shall be permitted to make any improvements within the easements granted to the Long Lake Pines Storm Water Drain Drainage District and to the Long Lake Pines Storm Water Drain Drainage District or to take any action which interferes with the easements granted to the drainage districts."

5. Article VI, Section 21 of the Condominium Bylaws is hereby amended to delete any reference to the "Goemaere-Anderson Wetland Protection Act" and substitute therefor "Part 303 of the Natural Resources and Environmental Protection Act, and any amendment or substitution thereof."

6. Article VI, Section 23 of the Condominium Bylaws is hereby deleted and replaced with the following:

"Section 23. Improvements Over Easements. No Residences, improvements, or structures may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, such areas may be sodded. Drainage ditches located within a Unit (and/or any wetland areas or retention basins located within a Unit) shall not be drained, filled, altered, changed, dammed or widened without the express written consent of the Board of Directors (and the Developer during the Development and Sales Period), and the Livingston County Drain Commissioner. All other planting or improvements within a Unit of any type over or on said easements shall be allowed only upon written approval of the Board of Directors (and the Developer during the Development and Sales Period) and only so long as they do not interfere with, obstruct,

hinder or impair the drainage plan of the Condominium Project, and so long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities. Nothing contained herein shall be intended to restrict the authority of the Livingston County Drain Commissioner to perform its maintenance, repair and replacement activities within easements."

7. Article VI, Section 26 of the Condominium Bylaws is hereby deleted and replaced with the following:

"Section 26. Community Sanitary Sewer System. The Project will be serviced by a community sanitary sewer system which services all Units in the Project (the "Sanitary Sewer System"), to be located in the Open Space D, as shown on the Condominium Subdivision Plan. The Sanitary Sewer System has been dedicated to the Long Lake Pines Sanitary Drain Drainage District, which will be responsible for the maintenance, repair and replacement of the Sanitary Sewer System, and which will assess the costs thereof to the Co-owners. No private septic system, privy vault, closet or outhouse shall be used, erected or maintained on the Units. All Residences shall be connected to the Sanitary Sewer System prior to occupancy. The Board of Directors will have the authority to adopt reasonable regulations proposed by the Livingston County Drain Commissioner for the preservation and maintenance of the Sanitary Sewer System."

8. Except as set forth in this Third Amendment, the Master Deed (including the Condominium Bylaws and Condominium Subdivision Plan attached thereto as previously recorded and amended), is hereby ratified and confirmed.

Witnesses:

Long Lake Pines Development Group,
a Michigan co-partnership

By: Real Estate Equity Group, Inc.,
a Michigan corporation, a Partner

Sandra A. Sutton
SANDRA A. SUTTON

Eric A. Gold
ERIC A. GOLD

By: Wayne E. Avis
Wayne E. Avis

Its: Secretary/Treasurer

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 18th day of March, 1999, the foregoing Third Amendment to Master Deed was acknowledged before me by Wayne E. Avis, Secretary/Treasurer of Real Estate Equity Group, Inc., a Michigan corporation, a Partner of Long Lake Pines Development Group, a Michigan co-partnership, on behalf of the co-partnership.

Sandra M. Hedgecough
_____, Notary Public,
County of Oakland, State of Michigan.

My commission expires: 11-6-2002

SANDRA M. HEDGECOUGH
Notary Public, Oakland County, MI
My Commission Expires Nov. 6, 2000

DRAFTED BY AND WHEN RECORDED, RETURN TO:

✓ Jeffrey A. Supowit, Esq.
Weisman, Trogan, Young & Schloss, P.C.
30100 Telegraph Road, Suite 428
Bingham Farms, MI 48025-4518
(248) 258-2700

s:longlake.008/yal
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