

**SECOND AMENDMENT TO THE CONSOLIDATING MASTER DEED OF  
THE MEADOWS AT LAKESIDE**

This Second Amendment to the Consolidating Master Deed of The Meadows at Lakeside is made and executed this 17<sup>th</sup> day of October, 2019, by Meadows at Lakeside Association, a Michigan nonprofit corporation (the "Association"), in pursuance of the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

**RECITALS:**

A. The Association, the nonprofit corporation organized for the administration and management of The Meadows at Lakeside (the "Condominium"), a condominium project established pursuant to the Consolidating Master Deed recorded in Liber 6783, Pages 851 et seq., as amended by the First Amendment recorded in Liber 18516, Pages 889 et seq., Macomb County Records (the "Master Deed"), and known as Macomb County Condominium Subdivision Plan No. 263, desires to amend the Condominium Bylaws, Exhibit A to the Master Deed (the "Condominium Bylaws"), pursuant to the authority granted by Sections 90, 90a and 112 of the Condominium Act (MCL §§559.190, 559.190a and 559.212), to revise the leasing and rental restrictions.

B. This Amendment neither enlarges the Common Elements of the Condominium nor alters the formula for determining existing percentages of value in the Condominium.

C. The Master Deed shall be amended upon recording with the Macomb County Register of Deeds as required by Section 73 of the Condominium Act (MCL §559.173).

NOW THEREFORE, the following changes are hereby made to the Master Deed:

1. Article VI, Section 2 of the Condominium Bylaws shall, upon recording of this Amendment with the Macomb County Register of Deeds, be deleted in its entirety and replaced with the following new Section 2:

***Section 2. Leasing and Rental of Units.***

***A. Right to Lease.***

*(1) A Co-owner may only lease a Unit for the same purposes as set forth in Article VI, Section 1, and only if the Co-owner (a) is in compliance with this Section 2, (b) has followed the disclosure procedures contained in*

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subsection C below, and (c) obtained the Board of Director's prior written approval as more fully set forth in this Section 2.

(2) Except for those Units under an approved lease as of the effective date of the Second Amendment to the Consolidating Master Deed, the Board of Directors shall not grant approval if (1) the leasing of such Unit would result in any one person or entity (including affiliates or commonly owned entities) leasing more than 1 Unit at any given time, or (2) the leasing of such Unit would cause the total number of leased Units in the Condominium to exceed 6 Units. Co-owners who were permitted to lease their Units as of the effective date of the Second Amendment to the Consolidating Master Deed, shall be entitled to continue leasing their Units despite the foregoing limitations on the number of Units that may be rented, provided the provisions of the Condominium Documents are followed and an approved lease is on file with the Association prior to the effective date of the Second Amendment to the Consolidating Master Deed. In the event of a sale or transfer of ownership of a leased Unit, or in the event such a Unit is no longer being leased, prepared for lease, or held out or otherwise marketed for lease, all automatic rights to lease that Unit shall terminate and no further leasing of the Unit shall take place without first obtaining the Board's written approval in compliance with these provisions.

(3) Subject to the provisions of subsections (1) and (2), no Co-owner shall lease less than an entire Unit, and all leases shall (i) be for an initial term of no less than 12 months, (ii) require the lessee to comply with the Condominium Documents, and (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease.

(4) No Co-owner shall accommodate transient tenants or occupants. For purposes of this Section, "transient tenant or occupant" refers to a non-Co-owner occupying a Unit for less than sixty (60) days and who has paid consideration for the occupancy.

(5) The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all the Condominium Document provisions. The Association may require the use of a standard lease addendum to ensure compliance with the requirements of this Section.

B. Exception to 6 Unit Leasing Limitation. Notwithstanding the provisions contained in subsection A above or anything to the contrary contained in the Condominium Documents, the Association recognizes that circumstances may arise beyond a Co-owner's control that may justify an exception to allow the temporary leasing of a single Unit, regardless of the 6 Unit rental limitation. Therefore, under the following circumstances, but only for so long as such circumstances exist and only so long as the leasing of the Unit will not result in that Co-owner or any related person or entity leasing

*more than 1 Unit, the Board may allow a Co-owner to lease their Unit even though 6 or more of the Units may already be leased:*

*(1) A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;*

*(2) A Co-owner must relocate for medical purposes (treatment, rehabilitation, or recuperation) for a period likely to exceed six (6) months;*

*(3) A Co-owner must relocate for employment purposes for a period likely to exceed six (6) months;*

*(4) A Co-owner or the estate of a Co-owner must rent a Unit due to an inability to sell the same without incurring a financial loss because of mortgage liens recorded against the Unit exceeding the fair market value of the Unit; or*

*(5) Any similar extenuating situation approved by the Board of Directors.*

*C. Procedures for Leasing. The leasing of Units shall conform to the following additional provisions:*

*(1) Disclosure. A Co-owner 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 form to a potential tenant, and shall at the same time supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Each Co-owner shall, promptly following the execution of any approved lease of a Unit, forward a true copy of the fully executed lease to the Board along with an acknowledgement that the tenant received a complete set of the Condominium Documents. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential tenant or other occupants, along with the amount and due dates of any rental or compensation payable to the Co-owner, and the term of the proposed occupancy arrangement. Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number. Notwithstanding anything to the contrary contained in Article XI of these Bylaws, Co-owners who do not comply with the disclosure and submittal provisions contained in this Section are subject to a monetary fine in the amount of up to \$100.00 (or any other amount as may be established by the Board pursuant to duly adopted Rules and Regulations) to be assessed by the Association in accordance with the procedures set forth in Article XI of these Bylaws.*

*(2) Administrative Fee. The Board of Directors may charge such reasonable administrative fees for reviewing, approving and monitoring*

lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II of these Bylaws.

(3) Compliance with Condominium Documents. Tenants and non-Co-owner occupants shall comply with the Condominium Documents.

(4) Default by Tenant or Non-Co-owner Occupant. If the Board determines that a tenant or non-Co-owner occupant has failed to comply with the Condominium Documents, the Association may take the following action:

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

(b) Time to Cure. The Co-owner has fifteen (15) days after receipt of such notice to investigate and correct the alleged tenant or non-Co-owner occupant breach or advise the Association that a violation has not occurred.

(c) Remedies. If after fifteen (15) 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 an action for eviction against the tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant, the non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner, tenant or non-Co-owner occupants. The Co-owner shall be responsible for reimbursing the Association for all costs incurred because of a tenant's or non-Co-owner occupant's failure to comply with the Condominium Documents, including the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Condominium Documents.

(5) Notice to Pay Rent Directly to Association. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the Co-owner's tenant or non-Co-owner occupant and the tenant or non-Co-owner occupant after receiving the notice shall deduct from their rental payments to the Co-owner the arrearage and future assessments as they fall due and shall pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant or non-Co-owner occupant. If the tenant or non-Co-owner occupant, after being so notified, fails or refuses to remit rent to the Association that is otherwise due the Co-owner, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements, (2) issue a statutory Notice to Quit for non-

payment of rent, and enforce that notice by summary proceedings, and/or (3) initiate proceedings pursuant to Section 112(4)(b) of the Condominium Act.

D. Rent Loss Insurance Coverage. Those Co-owners that rent their Unit are advised to obtain insurance coverage for reimbursement of rental income that may be lost while the Unit is being repaired, rebuilt or is otherwise not capable of being occupied. The Association shall have absolutely no responsibility for obtaining such coverage and Co-owners shall have absolutely no claim against the Association for lost rental income.

E. Lender Exception. Notwithstanding anything to the contrary and except for the prohibition on transient tenancies, first mortgage lenders or first mortgagee guarantors in possession of a Unit following a default of a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure shall not be subject to the restrictions contained in this Section 2 and which relate to the term of any lease or rental agreement.

F. Department of Veterans Affairs Exception. To the extent that any provision set forth in the Condominium Documents regarding leasing is inconsistent with the requirements of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

- (1) Encumbered by DVA Financing; or
- (2) Owned by the Department of Veterans Affairs.

G. Amendments for Secondary Mortgage Market Purposes. The Association may amend this Section 2 to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

2. In all other respects, the Consolidating Master Deed, including the Condominium Bylaws applicable as Exhibit A, and the Condominium Subdivision Plan applicable as Exhibit B, as previously recorded, are hereby ratified and confirmed.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Second Amendment to be executed the day and year first above written

Meadows at Lakeside Association, a Michigan Nonprofit Corporation

By: Raymond L. Kornjeck  
Name: RAYMOND L. KORNIJECK  
Title: President

STATE OF MICHIGAN )

) SS:

COUNTY OF MACOMB )

The foregoing instrument was acknowledged before me this 17 day of October, 2019 by Raymond L. Kornjeck the President of Meadows at Lakeside Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

Susan K. Trudeau  
Susan K. Trudeau, Notary Public  
Macomb County, Michigan  
Acting in macomb County, Michigan  
My Commission Expires: 9-2-2023

Document drafted by and when recorded return to:  
Jeffrey L. Vollmer, Esq.  
Makower Abbate Guerra Wegner Vollmer PLLC  
23201 Jefferson Ave.  
St. Clair Shores, MI 48080

SUSAN K. TRUDEAU  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Sep 2, 2023  
ACTING IN COUNTY OF MACOMB

**CERTIFICATION**

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF Macomb )

I, Sandra McGuire, being first duly sworn, depose and state as follows:

1. I am the managing agent for Meadows at Lakeside Association, the corporation named in and which executed the Second Amendment to the Consolidating Master Deed of The Meadows at Lakeside.
2. The Second Amendment to the Consolidating Master Deed of The Meadows at Lakeside was submitted to all Co-owners of Units in The Meadows of Lakeside for the purpose of voting on the document. The Co-owners approved the document by a vote of more than two-thirds of all Co-owners entitled to vote.
3. The records of the Co-owner consents are currently maintained at the offices of Meadows at Lakeside Association.

Sandra McGuire  
Sandra McGuire

Acknowledged, subscribed and sworn to before me this 17 day of October, 2019.

Susan K. Trudeau  
SUSAN K. TRUDEAU Notary Public  
MACOMB County, Michigan  
Acting in Macomb County  
My Commission Expires: 9-2-2023

SUSAN K. TRUDEAU  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Sep 2, 2023  
ACTING IN COUNTY OF

**CERTIFICATION**

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF MACOMB )

I, Jeffrey L. Vollmer, being first duly sworn, depose and state as follows:

1. I am the attorney for Meadows at Lakeside Association, the Corporation named in and which executed the attached Second Amendment to the Consolidating Master Deed of The Meadows at Lakeside.
2. Our firm sent a copy of the Second Amendment to the Consolidating Master Deed of The Meadows at Lakeside and the ballot and notice required under Section 90A of the Michigan Condominium Act to all first mortgagees of record, as listed in the records of the Macomb County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Second Amendment to the Consolidating Master Deed of The Meadows at Lakeside.
3. Two-thirds (2/3<sup>ds</sup>) of the first mortgagees consented to the Second Amendment to the Consolidating Master Deed of The Meadows at Lakeside in accordance with the provisions of Section 90A of the Michigan Condominium Act. The mortgagee consents will be maintained for a period of two years in Meadows at Lakeside Association records located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.

\_\_\_\_\_  
Jeffrey L. Vollmer

Acknowledged, subscribed and sworn to before me  
this 23<sup>rd</sup> day of October, 2019.

Michelle E Zender  
\_\_\_\_\_  
Notary Public  
County, Michigan  
Acting in Macomb County  
My Commission Expires:

MICHELLE E. ZENDER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Jun 23, 2024  
ACTING IN COUNTY OF Macomb



2-20-07



02/20/2007 09:40:10 A.M.  
MACOMB COUNTY, MI SEAL  
CARMELLA SABAUGH, REGISTER OF DEEDS

**FIRST AMENDMENT TO THE CONSOLIDATING MASTER DEED OF  
THE MEADOWS AT LAKESIDE  
2007 (Act 59, Public Acts of 1978 as amended)  
Macomb County Condominium Subdivision Plan No. 263**

MEADOWS AT LAKESIDE ASSOCIATION, a Michigan non-profit corporation, being the Association responsible for the management, maintenance, operation and administration of the affairs of The Meadows at Lakeside, a residential Condominium Project established pursuant to the Master Deed thereof, recorded on December 4, 1987, in Liber 4334, Pages 99 through 157, First Amendment recorded in Liber 4430, Pages 104 through 120, Second Amendment recorded in Liber 4487, Pages 116 through 136, Third Amendment recorded in Liber 4541, Pages 395 through 417, Fourth Amendment recorded in Liber 4811, Pages 211 through 231, Fifth Amendment recorded in Liber 4974, Pages 781 through 797, Sixth Amendment recorded in Liber 5189, Pages 327 through 351, Seventh Amendment recorded in Liber 5682, Pages 928 through 945, Eighth Amendment recorded in Liber 6080, Pages 544 through 559, Ninth Amendment recorded in Liber 6538, Pages 400 through 401, and the Consolidating Master Deed recorded on October 6, 1995, in Liber 6783, Pages 851 through 926, Macomb County Records, and as amended, and known as Macomb County Condominium Subdivision Plan No. 263, hereby amends in the following manner the Master Deed, pursuant to the authority contained therein. Upon the recordation in the office of the Macomb County Register of Deeds, this Amendment shall be effective.

This First Amendment to the Consolidating Master Deed is made this 12th day of February, 2007 by Meadows at Lakeside Association, a Michigan Non-Profit Corporation, hereinafter referred to as "Association," represented by the President of the Association, who is fully empowered and qualified to act on behalf of the Association, and pursuant to the provisions of the Michigan Condominium Act (being Act 59 of Public Acts of 1978, as amended).

The following amended Article IV, Section 4.01(n) replaces and supersedes the original Section, which original Section shall be of no further force and effect:

(n) **Structural Elements.** The foundations, supporting columns, beams, perimeter walls (excluding windows, doorwalls, doors and garage doors), roofs, ceiling, floor construction, chimneys and other structural components.

The following new Article IV, Section 4.02(x) shall be added to this Article:

(x) **Windows, Doorwalls, Doors and Garage Doors.** The windows, doorwalls, doors and garage doors which are assigned to the Unit which such items serve.

The following amended Article IV, Section 4.03(a)(i) replaces and supersedes the original Section, which original Section shall be of no further force and effect:

(i) **Co-Owner.** The responsibility for and costs of maintenance, decoration, repair and replacement of the Limited Common Elements described in Article IV, Section 4.02(a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (n), (p), (q), (r), (t), (u), (w) and (x) shall be borne by the Co-Owner of the Unit to which they are assigned.

This First Amendment to the Consolidating Master Deed is based upon the consent of more than two-thirds (2/3rds) percent of the co-owners and mortgagees of units in the Condominium. Copies of the consents of said co-owners and mortgagees are on file with the Association, as required by MCLA 559.190a(8). Except as amended hereby, said Master Deed shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this First Amendment to the Consolidating Master Deed to be executed this 12th day of February, 2007.

MEADOWS AT LAKESIDE  
ASSOCIATION, a Michigan  
Non-Profit Corporation

John Butala

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF MACOMB )

On this 12th day of February, 2007, the foregoing First Amendment to the Consolidating Master Deed was acknowledged before me by John Butala, President of MEADOWS AT LAKESIDE ASSOCIATION, a Michigan Non-Profit Corporation, on behalf of and by authority of the Corporation.

Vicki A. Mack  
Notary Public, Macomb County, MI  
Acting in Macomb County  
My Commission Expires: 1-7-2014

DRAFTED BY/RETURN TO:  
WAYNE G. WEGNER, ESQ.  
23201 Jefferson Avenue  
St. Clair Shores, MI 48080  
(586) 773-1800

CONSOLIDATING MASTER DEED

THE MEADOWS AT LAKESIDE

(Act 59, Public Acts of 1978; as amended)

This Consolidating Master Deed made and executed on this 20<sup>th</sup> day of September, 1995, by JOMOL CONSTRUCTION CO., a Michigan corporation, whose address is 26210 Harper Avenue, St. Clair Shores, Michigan 48081 (the "Developer") in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act"),

W I T N E S S E T H :

WHEREAS, the Developer recorded the Master Deed for The Meadows At Lakeside, together with the Condominium Bylaws and the Condominium Subdivision Plan on December 4, 1987, in Liber 4334, Pages 99 through 157, Macomb County Records, and designated as Macomb County Condominium Subdivision Plan No. 263; and

WHEREAS, the Master Deed was amended by the First Amendment to Master Deed dated May 26, 1988 and recorded on May 31, 1988 in Liber 4430, Pages 104 through 120; Second Amendment to Master Deed, dated August 22, 1988 and recorded on August 22, 1988 in Liber 4487, Pages 116 through 136; Third Amendment to Master Deed, dated November 4, 1988 and recorded on November 14, 1988 in Liber 4541, Pages 395 through 417; Fourth Amendment to Master Deed, dated January 24, 1990 and recorded on February 5, 1990 in Liber 4811, Pages 211 through 231; Fifth Amendment to Master Deed, dated October 9, 1990 and recorded on October 15, 1990 in Liber 4974, Pages 781 through 797; Sixth Amendment to Master Deed, dated August 30, 1991 and recorded on September 5, 1991 in Liber 5189, Pages 327 through 351; Seventh Amendment to Master Deed, dated December 9, 1992, and recorded on December 14, 1992 in Liber 5682, Pages 928 through 945; Eighth Amendment to Master Deed, dated October 25, 1993, and recorded on November 1, 1993 in Liber 6080, Pages 544 through 559; and Ninth Amendment to Master Deed, dated December 16, 1994 and recorded on December 28, 1994 in Liber 6538, Pages 400 through 401, Macomb County Records; and

WHEREAS, The Master Deed, as amended, established the real property described in Article II below, together with the improvements located on the real property and its appurtenances as a residential condominium project under the provisions of the Act; and

WHEREAS, The Act and the Master Deed require that the Developer prepare and record a final amended Master Deed describing The Meadows at Lakeside as a completed Condominium Project.

NOW, THEREFORE, the Developer has prepared and recorded this Consolidating Master Deed for The Meadows At Lakeside, a condominium project under the Act, and declares that The Meadows At Lakeside (the "Condominium," "Project" or the "Condominium Project") shall be held, conveyed, hypothecated,

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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 Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Co-Owners and their successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the requirements of the Act and the originally-recorded Master Deed of the Condominium Project, it is provided as follows:

## ARTICLE I

### TITLE AND NATURE

The Condominium Project shall be known as The Meadows At Lakeside, Macomb County Condominium Subdivision Plan No. 263. The architectural plans and specifications for the Project were approved by the Township of Macomb, Michigan. The Condominium Project was established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each building contains an individual Unit to be used for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit 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 other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

## ARTICLE II

### LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows [NOTE: THE LEGAL DESCRIPTION MUST BE CONFIRMED AGAINST THE AS-BUILT PLANS]:

A parcel of land located in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 31, Town 3 North, Range 13 East, Macomb Township, Macomb County, Michigan, and being more particularly described as follows:

Commencing at a point 1321.38 feet North 00 degrees 03 minutes 30 seconds West from the South 1/4 corner of Section 31, and thence extending North 00 degrees 03 minutes 30 seconds West 532.55 feet along the North/South 1/4 line of Section 31, also being the centerline of Tilch Road (86' wd.), thence North 89 degrees 56 minutes 30 seconds East 476.19 feet, thence North 17

degrees, 12 minutes 00 seconds West 720.69 feet along the centerline of the Lewis Drain, thence North 89 degrees 34 minutes 40 seconds East 66.22 feet, thence North 00 degrees 03 minutes 30 seconds West 100.00 feet, thence North 89 degrees 34 minutes 40 seconds East 993.50 feet, thence South 00 degrees 21 minutes 00 seconds East 1329.91 feet, thence North 89 degrees 58 minutes 30 seconds West 1330.25 feet to the point of beginning and containing 33.75 acres of land. Reserving easements of record.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B hereto, and are, or may be, used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of The Meadows At Lakeside Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Meadows At Lakeside as a condominium. Wherever used in such documents or in any other pertinent instruments, the terms set forth below shall be defined as follows:

3.01 **Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

3.02 **Association.** "Association" means the non-profit corporation organized under Michigan law of which all Co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. 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.

3.03 **Association Bylaws.** "Association Bylaws" means the corporate bylaws of Meadows at Lakeside Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

3.04 **Common Elements.** "Common Elements," where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV hereof.

3.05 **Condominium Bylaws.** "Condominium Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 53 of the Act to be recorded as part of the Master Deed.

3.06 **Condominium Documents.** "Condominium Documents" means this Master Deed and Exhibits A and B hereto, the Articles of Incorporation of

the Association, the Association Bylaws and the Rules and Regulations, if any, of the Association.

3.07 **Condominium Premises.** "Condominium Premises" means the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Meadows At Lakeside as described above.

3.08 **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

3.09 **Consolidating Master Deed.** "Consolidating Master Deed" means this final amended Master Deed which describes The Meadows At Lakeside as a completed Condominium Project. The Consolidating Master Deed reflects the Convertible Areas (as defined herein) converted from time to time to increase the size of Condominium Units or to create new General or Limited Common Elements under Article VI of the originally-recorded Master Deed and the final Condominium Premises adjusted for land added to the Condominium from time to time under the originally-recorded Article VII. The Consolidating Master Deed also expresses percentages of value pertinent to each Unit as finally readjusted. This Consolidating Master Deed, when recorded in the Office of the Macomb County Register of Deeds, supersedes the previously recorded Master Deed and all amendments thereto for The Meadows At Lakeside.

3.10 **Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who own one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

3.11 **Developer.** "Developer" means Jomol Construction Co., a Michigan corporation, which has made and executed this Consolidating Master Deed, and its successors and assigns.

3.12 **First Annual Meeting.** "First Annual Meeting" means the first meeting of the members of the Association at which the members elected at least one (1) member of the Board of Directors of the Association. The First Annual Meeting was held on the date set forth in the Association Records. JRS

3.13 **Telecommunications System.** "Telecommunications System" means a system for videotext, broad band cable, satellite dish, earth antenna and similar telecommunication services.

3.14 **Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors for the Association took office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceeded the votes which may be cast by the Developer. The Transitional Control Date was on the date set forth in the Association Records. JR

3.15 **Unit.** "Unit" means the enclosed space constituting a single complete residential unit in The Meadows At Lakeside, as described on Exhibit B, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

3.16 Whenever any reference 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

The Common Elements of the Project described below and in Exhibit B and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

4.01 **General Common Elements.** The Common Elements described below are General Common Elements:

(a) **Land.** The land described in Article II, including landscaping, roads and parking spaces not identified as Limited Common Elements.

(b) **Electrical.** The electrical meters and electrical wiring network throughout the Project, including that contained within Units and Unit walls, ceilings and floors, up to the point of connection with the electrical meter for any Unit.

(c) **Electrical Fixtures.** The electrical fixtures, plugs, switches, fuse boxes or electrical control panels, and any other similar item connected to the electrical wiring network, located outside the boundaries of a Unit and serving the General Common Elements and the related electrical wiring network.

(d) **Telephone.** The telephone wiring network throughout the Project, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with the telephone junction box within a building or Unit.

(e) **Gas.** The gas meters and gas line network throughout the Project, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with the gas meter for any Unit.

(f) **Water.** The water meters and water distribution system throughout the Project, including that contained within Units and Unit walls, floors or ceilings, up to the point of connection with the water meter for any Unit.

(g) **Plumbing Fixtures.** All plumbing fixtures located outside the boundaries of a Unit.

(h) **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to the point of entry to the Unit it serves.

(i) **Storm Drainage System.** The storm drainage system throughout the Project, including open drains, storm sewers and culverts.

(j) **Cable Television.** The cable television wiring network thought the Project, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with equipment within any Unit.

(k) **Telecommunications.** The telecommunications system throughout the Project, including wiring contained within Units and Unit walls, floors and ceilings up to the point of connection with equipment within any Unit.

(l) **Irrigation.** The irrigation system throughout the Project, including the well, if constructed, water lines, valves, sprinkler heads, pumps and electrical equipment.

(m) **Mailbox Stands.** Any mailbox stand containing mailboxes throughout the Project.

(n) **Structural Elements.** The foundations, supporting columns, beams, perimeter walls (including windows, doorwalls, doors and garage doors), roofs, ceilings, floor construction, chimneys and other structural components. *See 1st Amendment*

(o) **Other.** All other elements of the Project no herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit, 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 (including mains and service leads of the sanitary sewer, storm sewer, water system, electrical system, gas system, telephone system and cable television system) 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, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

4.02 **Limited Common Elements.** The Common Elements described below are Limited Common Elements and are assigned as follows:

(a) **Electrical.** The electrical wiring network contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements from the electrical meter for the Unit up to the point of connection with electrical fixtures, plugs and switches within or outside of the Unit, which is assigned to the Unit which it services.

(b) **Electrical Fixtures.** All electrical fixtures, plugs, switches, fuse boxes or electric control panels, and any other similar item

connected to the electrical system assigned to a Unit located outside the boundaries of a Unit, which are assigned to the Unit which they service.

(c) **Outdoor Lighting.** Outdoor lighting located on or serving any patio, porch or entryway.

(d) **Telephone.** The telephone wiring network contained within Unit walls or located in any other portion of the Common Elements or a Unit from the telephone junction box to the point of connection with telephone equipment within the Unit, which is assigned to the unit which it services.

(e) **Gas.** The gas line network contained within Units or Unit walls, floors or ceilings, or located in any other portion of the Common Elements from the gas meter for the Unit up to the point of connection with gas fixtures within or outside of the Unit, which is assigned to the Unit which it services.

(f) **Gas Fixtures.** The gas fixtures connected to the gas line network after the point of connection to the gas meter which are located outside of the boundaries of a Unit, which are assigned to the Unit which they serve.

(g) **Ductwork.** Heating and cooling ducts in any Unit walls, floors or ceilings, and any vents attached to such ducts, which are assigned to the Unit which they serve.

(h) **Water.** The water distribution system contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements from the water meter for the Unit up to the point of connection with plumbing fixtures within our outside the Unit, which is assigned to the Unit which it services.

(i) **Plumbing Fixtures.** All plumbing fixtures other than the irrigation system located outside the boundaries of a Unit and connected to the water distribution system which serves the Unit, which are assigned to the Unit which they serve.

(j) **Sanitary Sewer.** The sanitary sewer system contained within Units or Unit walls or floors or located in any other portion of the Common Elements from the first point of entry into the Unit, which is assigned to the Unit it serves.

(k) **Rear Yard.** The rear yard, if any, which is adjacent to each Unit as shown on Exhibit B.

(l) **Porch.** Each porch in the Project, which is assigned to the Unit which opens onto such porch as shown on Exhibit B.

(m) **Sidewalks.** All sidewalks to the front doors of each Unit including sidewalks from the driveway or the street.



(n) Deck. Each deck in the Project, where such is constructed, which is assigned to the Unit which opens onto such deck as shown on Exhibit B.

(o) Privacy Walls. Privacy walls behind or between each deck in the Project, where such is constructed, which is assigned to the Unit or Units which it serves.

(p) Air-Conditioner. Each air-conditioner compressor in the Project and the pad on which it is located, where such is installed, which is assigned to the Unit which such air-conditioner compressor services.

(q) Garage. The garage space and the interior surfaces of the ceilings, floors and perimeter walls contained in each garage in the Project, which is assigned to the Unit to which it is connected as shown on Exhibit B.

(r) Garage Door Opener. Each garage door opener, where such is installed, which is assigned to the Unit to which the garage is appurtenant.

(s) Driveway. The driveway adjacent to each garage, which is assigned to the Unit to which the garage is appurtenant as shown as Exhibit B.

(t) Fireplace. Each fireplace combustion chamber, where such is constructed, which is assigned to the Unit into which it opens as shown on Exhibit B.

(u) Attics. Each attic, where such is constructed, which is assigned to the Unit to which it is appurtenant.

(v) Mailboxes. Each mailbox in the mailbox stand, which is assigned to the Unit which it serves.

(w) Interior Surfaces. The interior surfaces of ceilings, floors and perimeter walls contained within a Unit, which are assigned to the Unit of which they are a part.

The Limited Common Elements may be reassigned pursuant to the provisions of the Act.

4.03 Responsibilities for Maintenance, Etc. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Limited Common Elements

(i) Co-Owner. The responsibility for and costs of maintenance, decoration, repair and replacement of the Limited Common Elements described in Article IV, Section 4.02 (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (n), (p), (q), (r), (t), (u) and (w) shall be borne by the Co-Owner of the Unit to which they are assigned.

*All 1st Amendment*

(ii) **Association.** The responsibility for and costs of maintenance, decoration, repair and replacement of all Limited Common Elements described in Article IV, Section 4.02 (k), (l), (m), (o), (s) and (v) shall be borne by the Association and shall be an expense of administration of the Condominium Project.

(b) **General Common Elements.** The responsibility for and costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association and shall be an expense of administration of the Condominium Project.

(c) **Windows and Drywall.** Notwithstanding the responsibilities described in Article IV, Section 4.03 (b) above, the Co-Owner of the Unit shall be responsible for and bear the cost of the replacement of any window in the Unit broken from the inside of the Unit and the repair or replacement of any drywall damaged from the inside of the Unit. The Association shall be responsible for and bear the cost of replacing any other broken window or damaged drywall.

(d) **Damage by Co-Owner, Guest, Etc.** Each Co-Owner shall be responsible for damages to the Project or costs to the Association resulting from damage to, or misuse of, any of the Common Elements by the Co-Owner, or his family, guests, agents, invitees or tenants or the family, guests, agents or invitees of his tenants.

(e) **Use of Common Elements.** No Co-Owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit or the Common Elements.

(f) **Failure of Co-Owner to Maintain.** In the event a Co-Owner shall not maintain, decorate, repair or replace those Common Elements for which the Co-Owner is responsible as described above, the Association may maintain, decorate, repair or replace the same and charge the cost of any such maintenance, decoration, repair or replacement to that Co-Owner by adding such cost to the monthly assessment of that Co-Owner.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

5.01 **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Meadows At Lakeside as surveyed by Lehner Associates, Inc., which is attached 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 upper floors of Units, all that space contained within the interior unpainted walls and ceilings and from

the plywood subfloor all as shown on the floor plans and sections in Exhibit B and delineated with heavy outlines. The dimensions shown on basement and foundation plans in Exhibit B have been or will be physically measured by Lehner Associates, Inc. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit B, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

5.02 **Percentages of Value and Voting Rights.** The percentage of value assigned to each Unit shall be determined based on the relative size of each floor of a Unit, excluding basements. For the purposes of determining percentage of value, the area within a loft shall not be deemed a "floor" of the Unit. As provided for in the Ninth Amendment to Master Deed, the percentage of value assigned to each Unit is set forth below. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-Owner in the proceeds of administration. The total value of the Project is one hundred percent (100%). Each Unit number as it appears on the Condominium Subdivision Plan and the percentage of value assigned to each Unit is as follows:

<u>Unit Number</u>	<u>Percentage of Value</u>
1	.86
2	.86
3	.82
4	.57
5	.82
6	.86
7	.57
8	.86
9	.82
10	.57
11	.82
12	.86
13	.57
14	.57
15	.82
16	.82
17	.86
18	.82
19	.86
20	.82
21	.86
22	.82
23	.82
24	.86
25	.82
26	.82
27	.86
28	.87

29	.82
30	.57
31	.57
32	.82
33	.82
34	.87
35	.57
36	.82
37	.82
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109	.82
110	.57
111	.87
112	.87
113	.82
114	.82
115	.82
116	.87
117	.82
118	.87
119	.87
120	.82
121	.87
122	.82
123	.87
124	.87
125	.87
	<hr/>
	100.00

ARTICLE VI

CONVERTIBLE AREA

-INTENTIONALLY OMITTED-

ARTICLE VII

EXPANSION OR CONTRACTION OF THE CONDOMINIUM

The expansion of the Project is complete and the Expansion Period has expired.

ARTICLE VII

RECREATION FACILITIES

No recreational facilities were constructed.

ARTICLE IX

EASEMENTS

9.01 **Easements for Maintenance of Encroachments, Access and Support.** In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements for the benefit of the Co-Owners shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to the benefit of the Co-Owners and the Association to, through and over those portions of the land, structures, buildings, improvements, floors and walls (including interior Unit walls) contained therein for the continuing maintenance, repair and replacement of all utilities and related fixtures, including water, sanitary sewer, gas, electricity and telephone and all Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

9.02 **Easements Retained by the Developer.**

-INTENTIONALLY OMITTED-

9.03 **Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

9.04 **Easements for Maintenance, Repair and Replacement.** The Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

9.05 **Dedication of Certain Easements.** The Association reserves the right to grant easements over, under and across the Condominium Premises for streets and utilities and to dedicate rights-of-way and utilities to the public, appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments for such consideration as the Association shall determine in its sole discretion. Any such dedication, easement or transfer of title may be made by the Association without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Macomb County Records. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Consolidated Master Deed to effectuate the foregoing grant of easements or dedication.

9.06 **Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors, shall have the power to 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, if paid to the Association, shall be receipts affecting the administration of the

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

ARTICLE X

AMENDMENTS

10.01 **Amendments by Association.** Amendments may be made and recorded by the Association without the consent of Co-Owners or mortgagees if the amendment does not materially alter or change the rights of a Co-Owner or mortgagee or if it is for one or more of the purposes stated in Section 10.03 hereof. Any amendment made by the Association must be approved by the owners of a simple majority of the number of Units in the Condominium (unless a greater majority is specified in the Condominium Bylaws).

10.02 **Amendments Requiring Two-Thirds (2/3) Approval.** Except as otherwise provided herein, the Master Deed, Condominium Bylaws and Condominium Subdivision Plan may be amended, by the Association, even if the amendment will materially alter or change the rights of the Co-Owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-Owners and mortgagees (unless a greater majority is specified in the Condominium Bylaws). A mortgagee shall have one (1) vote for each mortgage held.

10.03 **Amendments Not Requiring Two-Thirds (2/3) Approval.**

-INTENTIONALLY OMITTED-

10.04 **Prohibited Amendments.** Notwithstanding any other provision of this Article X, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article V hereof, and any provisions relating to the ability or terms under which a Co-Owner may rent a Unit, may not be modified without the consent of each affected Co-Owner and mortgagee. A Co-Owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-Owner's consent.

10.05 **Developer's Approval.**

-INTENTIONALLY OMITTED-



ARTICLE XI

ASSIGNMENT OF DEVELOPER'S RIGHTS


By executing and recording this Consolidating Master Deed, the Developer assigns all of the rights and privileges reserved to the Developer under the Condominium Documents to the Association.

WITNESSES:

JOMOL CONSTRUCTION CO., a Michigan corporation

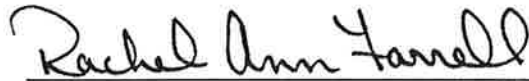
  
print name: LYNN GAZDA

By:   
John M. Olson, President

  
print name: BEVERLY LATORAE

STATE OF MICHIGAN )  
                                  )§  
COUNTY OF MACOMB )

On this 30 day of SEPTEMBER 1995, the foregoing Consolidating Master Deed was acknowledged before me by John M. Olson, President of JOMOL CONSTRUCTION CO., a Michigan corporation, on behalf of the corporation.

  
Macomb, Notary Public  
County, Michigan  
My commission expires: 11-24-97  
**RACHEL ANN FARRELL**

CONSOLIDATING MASTER DEED  
drafted by and when recorded  
return to:

GREGORY J. GAMALSKI, attorney  
Maddin, Hauser, Wartell, Roth  
Heller & Pesses, P.C.  
28400 Northwestern Hwy., 3rd Fl.  
Southfield, Michigan 48034  
810/827-1893

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