

02/20/2007 09:40:10 A.M.
MACOMB COUNTY, MI SEAL
CARNELLA 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
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. Mach
Vicki A. Mach
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 20th 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. JKX

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.

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.

(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 or 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.

*See
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(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
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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-

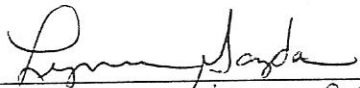
ARTICLE XI

ASSIGNMENT OF DEVELOPER'S RIGHTS

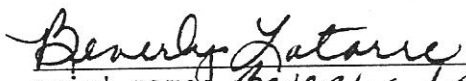
By executing and recording this Consolidating Master Deed, the Developer assigns all of the rights and privileges reserved to the Developer under the Condominium Documents to the Association.

WITNESSES:

JOMOL CONSTRUCTION CO., a Michigan corporation

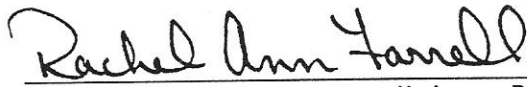

print name: LYNN GAZDA

By: 
John M. Olson, President


print name: Beverly LATORAE

STATE OF MICHIGAN)
)§
COUNTY OF MACOMB)

On this 20 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

6812B