

FOURTH AMENDMENT TO MASTER DEED of LEXINGTON CONDO HOMES

Lexington Condo Homes Association, a Michigan non-profit corporation, being the Association responsible for the management, maintenance, operation and administration of the affairs of Lexington Condo Homes, a residential condominium project established pursuant to the Master Deed, recorded on October 20, 1972 in Liber 5967, pages 452 thru 488, Oakland County Records and known as Oakland County Condominium Subdivision Plan No. 110, hereby restates and integrates the Master Deed of Lexington Condo Homes and all subsequent amendments into the Restated Master Deed of Lexington Condo Homes, as amended, and as attached hereto, for the purpose of correcting the percentage of value to reflect the units actually constructed and to incorporate other amendments approved by the requisite number of co-owners and mortgagees, pursuant to Article IX, therein AND also, hereby amends and restates Exhibit A to the Master Deed as attached hereto, being the Bylaws of Lexington Condo Homes Association, pursuant to the authority reserved in Article VIII, thereof. Upon recordation in the office of the Oakland County Register of Deeds, this amendment shall be effective as restated.

In all other respects, other than as indicated by the Restated Master Deed of Lexington Condo Homes, as amended, and by the amended Exhibit A to the Master Deed, being the Condominium Bylaws of Lexington Condo Homes (as amended and restated), both of which are hereto attached, the original Master Deed of Lexington Condo Homes, as amended, including the Condominium Subdivision Plan attached thereto, as Exhibit "B", and recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 29th day of JUNE, 1993.

WITNESS:

LEXINGTON CONDO HOMES ASSOCIATION, a Michigan corporation

Paul D. Black
Paul D. Black
David A. Guyot

By: William C. Soellner
WILLIAM C. SOELLNER
Its: President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 29th day of June, 1993, the foregoing Fourth Amendment to Master Deed, was acknowledged before me by William C. Soellner, the President of LEXINGTON CONDO HOMES ASSOCIATION, a Michigan non-profit corporation, on behalf of the corporation.

Noreen E. Nader
Noreen E. Nader
Notary Public, Oakland County, MI
My Commission Expires: April 3, 1995
NOREEN E. NADER
Notary Public, Oakland County, Michigan
My Commission Expires April 3, 1995

DRAFTED BY/RETURN TO:

Shane F. Diehl
Wegner and Associates, P.C.
21308 Mack Avenue
Grosse Pointe Woods, MI 48236

WHEN RECORDED, RETURN TO DRAFTER.

A#36 REG/DEEDS PAID
0001 JUL 23 '93 12:18PM
4188 MISC 53.00

A#36 REG/DEEDS PAID
0001 JUL 23 '93 12:18PM
4188 RPT FEE 2.00

Err: Lexington Condo Homes.
Unit: Fs. 1-103
Occup # 110
22-33-476-000

900011D

O.K. — LM

530
1200

RESTATED MASTER DEED
of LEXINGTON CONDO HOMES, as amended

This restated Master Deed, as amended, is made and executed on this 29th day of June, 1993, by the Lexington Condo Homes Association, hereinafter referred to as "Association", whose Post Office address is 21100 Glen Haven Circle, Northville, Michigan 48167, in accordance with the Provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

W I T N E S S E T H :

WHEREAS, the Developer, by recording in Liber 5967, Pages 452 thru 488, Oakland County Records, a Master Deed, together with the Condominium Bylaws attached thereto as Exhibit "A" and the Condominium Subdivision Plan attached thereto as Exhibit "B" and by preparing First through Third Amendments to the Master Deed and recording the same as follows: First Amendment to Master Deed in Liber 6067, pages 818 thru 840; Second Amendment to Master Deed in Liber 6215, pages 1 thru 50; and Third Amendment to Master Deed in Liber 6600, page 755, Oakland County Records, established the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a Condominium project under the provisions of the Act, and,

WHEREAS, the Association desires to restate and combine said Master Deed and First through Third Amendments thereto by declaring and recording this Restated Master Deed, as amended pursuant to the authority granted by said Master Deed and the Act, in order to eliminate now inapplicable portions of the original Master Deed, Bylaws, Condominium Subdivision Plan and any amendments thereto, for the ease and convenience of future reference and,

WHEREAS, the Association also desires to correct the percentages of value assigned to certain units so as to reflect only those units actually constructed,

NOW, THEREFORE, the Association does, upon the recording hereof, redeclare the establishment of Lexington Condo Homes as a Condominium Project under the Act and redeclares that Lexington Condo Homes (hereinafter referred to as the "Condominium", "Project", or the "Condominium Project") shall, after recording of this Restated Master Deed, as amended, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Restated Master Deed, as amended, and Exhibits A and B of the original Master Deed, as amended, thereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In Restating the Master Deed, as amended and, in furtherance, of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Lexington Condo Homes, Oakland County Condominium Subdivision Plan No. 110. The architectural plans for the project were approved by the City of Northville, County of Oakland, Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" to the original Master Deed, as amended. Each building contains individual units 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 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, as amended.

ARTICLE II

LEGAL DESCRIPTION

The land which was submitted to the Condominium Project established by the original Master Deed is particularly described as follows:

Part of the S.E. 1/4 of the S.E. 1/4 of Section 33, T.1N. R.8E., City of Northville, Oakland County, Michigan described as follows:

Beginning at a point on the East line of said Section 33, described as being N. 00° 23' 08" W., 60.00 ft. from the S.E. corner of said Section 33; thence along the North line of Eight Mile Road N. 89° 47' 13" W., 260.00 ft.; thence N. 00° 23' 08" W., 115.01 ft.; thence N. 89° 47' 13" W., 400.00 ft.; thence S. 00° 12' 47" W., 115.00 ft. to a point on the North line of Eight Mile Road; thence N. 89° 47' 13" W. along the North line of Eight Mile Road, 100.00 ft.; thence N. 00° 12' 47" E., 100.00 ft.; thence N. 89° 47' 13" W., 212.31 ft.; thence N. 00° 01' 04" W., 38.00 ft., thence N. 89° 47' 13" W., 115.50 ft.; thence N. 00° 01' 22" E., 408.56 ft.; thence S. 89° 58' 38" E., 80.41 ft.; thence S. 37° 01' 59" E., 145.07 ft.; thence N. 88° 54' 32" E., 367.88 ft.; thence S. 40° 43' 46" E., 288.10 ft.; thence S. 77° 44' 46" E., 105.99 ft.; thence S. 89° 47' 13" E., 260.00 ft. to a point on the East line of said Section 33 and the centerline of Taft Road; thence S. 00° 23' 08" E. along the East line of said Section 33 and the centerline of Taft Road, 200.00 ft. to the point of Beginning.

Subject to all easements of record and subject to an existing Right-of-way for Taft Road over the Easterly 60.00 ft. of above description.

The land which was added to the Condominium Project by the First Amendment to Master Deed of Lexington Condo Homes, recorded at Liber 6067, pages 818 thru 840, Oakland County Records on April 13, 1973 is more particularly described as follows:

Part of the S.E. 1/4 of the S.E. 1/4 of Section 33, T.1N., R.8E., City of Northville, Oakland County, Michigan. Described as:

Commencing at the S.E. corner of said Section 33 thence along the East line of said Section, N. 00° 23' 08" E., 260.00 ft.; thence N. 89° 47' 13" W., 260.00 ft., thence N. 77° 44' 46" W., 105.99 ft.; thence N. 40° 43' 46" W., 288.10 ft.; thence S. 88° 54' 32" W., 127.52 ft. to the point of beginning;

thence S. 88° 54' 32" W., 240.36 ft.; thence N. 37° 01' 59" W., 145.07 ft.; thence N. 89° 58' 38" W., 80.41 ft.; thence N. 00° 01' 22" E., 211.34 ft.; thence N. 84° 10'

33" E. 219.88 ft.; thence S. 64° 27' 27" E., 124.85 ft.; thence S. 01° 04' 27" E., 114.13 ft.; thence S. 22° 49' 27" E., 192.00 ft. to the point of beginning.

2.380 acres, more or less

The land which was added to the Condominium Project by the Second Amendment to the Master Deed of Lexington Condo Homes, recorded at Liber 6215, pages 1 thru 50, Oakland County Records on December 6, 1973 is more particularly described as follows:

Part of the S.E. 1/4 of the S.E. 1/4 of Section 33, T.1N., R.8E., City of Northville, Oakland County, Michigan, commencing at the S.E. corner of said Section 33 thence along the East line of said Section, N. 00° 23' 08" W., 260.00 ft. to the point of beginning; thence N. 89° 47' 13" W., 260.00 ft., thence N. 77° 44' 46" W., 105.99 ft.; thence N. 40° 43' 46" W., 288.10 ft.; thence S. 88° 54' 32" W., 127.52 ft.; thence N. 22° 49' 27" W., 192.00 ft.; thence N. 01° 04' 27" W., 114.13 ft.; thence N. 49° 53' 03" E., 150.30 ft.; thence S. 82° 21' 57" E., 97.94 ft.; thence S. 63° 49' 27" E., 40.00 ft.; thence S. 15° 11' 13" E., 272.88 ft.; thence S. 62° 52' 08" E., 230.00 ft.; thence N. 89° 36' 52" E. 230.00 ft.; thence S. 00° 23' 08" E., 230.00 ft. to the point of beginning, and commencing at the S.E. corner of said Section 33; thence along the East line of said Section, N. 00° 23' 08" W., 60.00 ft.; thence N. 89° 47' 13" W., 260.00 ft.; thence N. 00° 23' 08" W., 115.01 ft.; thence N. 89° 47' 13" W. 400.00 ft.; thence S. 00° 12' 47" W., 115.00 ft.; thence N. 89° 47' 13" W. 100.00 ft. to the point of beginning; thence N. 89° 47' 13" W., 212.31 ft.; thence N. 00° 01' 04" W., 100.00 ft.; thence S. 89° 47' 13" E., 212.31 ft.; thence S. 00° 12' 47" W., 100.00 ft. to the point of beginning.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Restated Master Deed and Exhibits "A" and "B" of the Original Master Deed, as amended, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and corporate Bylaws and Rules and Regulations of the Lexington Condo-Home Owners 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 Lexington Condo Homes, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- (a) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- (b) "Association" shall mean 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.
- (c) "Condominium Bylaws" means Exhibit "A" of the Original Master Deed, as amended, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 2(k)(7) of the Act to be recorded as part of the Master Deed and are incorporated into this Restated Master Deed, as amended, by reference thereto.
- (d) "Association Bylaws" means the corporate Bylaws of Lexington Condo-Home Owners Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- (e) "Consolidating Master Deed" means the final amended Master Deed which shall describe Lexington Condo Homes as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time and all condo-homes and common elements therein, and which shall express percentages of value pertinent to each condo-home as finally readjusted. Such Consolidating Master Deed, when recorded in the Office of the Oakland County Register of Deeds, shall supersede all previously recorded Master Deeds for Lexington Condo Homes.
- (f) "Condo-home" or "unit" each mean the enclosed space constituting a single complete residential unit in Lexington Condo Homes as such space may be described on Exhibit "B" of the original Master Deed, as amended, and shall have the same meaning as the term "apartment" as defined in the Act.
- (g) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" of the original Master Deed, as amended, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.
- (h) "Condominium Project", "Condominium" or "Project" means Lexington Condo Homes as an approved Condominium Project established in conformity with the provisions of the Act.
- (i) "Condominium Subdivision Plan" means Exhibit "B" of the original Master Deed, as amended, and is incorporated into this Restated Master Deed, as amended, by reference thereto.
- (j) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "owner", wherever used, shall be synonymous with the term "co-owner".
- (k) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to Lexington Condo Homes as described above.
- (l) "Common Elements", where used without modification, shall mean both the general and limited common elements described in Article IV hereof.
- (m) "Developer" shall mean Nosan Building Corporation, which had made and executed the Original Master Deed, as amended, and its successors and assigns.
- (n) Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached to the Original Master Deed, as amended, and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The general common elements are:

(1) The land described on page one hereof, including driveways, roads, sidewalks and unassigned parking spaces;

(2) The electrical wiring network throughout the project, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit;

(3) The gas line network throughout the project, including that contained within unit walls, up to the point of connection with gas fixtures within any unit;

(4) The plumbing network throughout the project including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;

(5) The water distribution system, sanitary sewer system and storm drainage system throughout the project;

(6) Foundations, supporting columns, unit perimeter walls (including windows and doors therein), roofs, ceilings, floor construction between unit levels and chimneys;

(7) Community building and swimming pool;

(8) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of a condo-home and which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. The limited common elements are:

(1) Each driveway adjacent to a garage is appurtenance to the condo-home of which the garage is a part;

(2) Each individual balcony and private porch in the project is restricted to use to the co-owner of the condo-home which opens into such balcony or private porch as shown on Exhibit "B" of the Original Master Deed, as amended;

(3) Each individual patio in the project is restricted in use to the co-owner of the condo-home which opens into such patio as shown on Exhibit "B" of the Original Master Deed, as amended;

(4) Each individual air conditioner compressor in the project is restricted in use to the co-owner of the condo-home which such air conditioner compressor services;

(5) The interior surfaces of the condo-home perimeter walls (including windows and doors therein), ceilings and floors contained within a condo-home shall be subject to the exclusive use and enjoyment of the co-owner of such condo-home.

C. The costs of maintenance, repair and replacement of each air conditioner compressor described in Article IV B(4) above and each patio area described in Article IV B(3) above shall be borne by the co-owner of the condo-home to which such limited common elements respectively appertain; provided, however, that any patio area consisting primarily of lawn area shall be mowed by the Association and any fences between patios installed by the Developer or the Association shall be maintained, repaired and replaced by the Association.

The costs of maintenance, repair and replacement of all other general and limited common elements described above shall be borne by the Association except that the costs of decoration and maintenance (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV B(5) above shall be borne by the co-owner of each condo-home to which such limited common elements are appurtenant.

No co-owner shall use his condo-home 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 condo-home or the common elements.

ARTICLE V

CONDO-HOME DESCRIPTION AND PERCENTAGE OF VALUE

A. Each condo-home in the project is described in this paragraph with reference to the Subdivision and Site Plan of Lexington Condo Homes as surveyed by McGinnis Engineering Co. and attached to the Original Master Deed, as amended, as Exhibit "B". Each condo-home shall include: (1) with respect to each unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" of the Original Master Deed, as amended, and delineated with heavy outlines. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assigned to each condo-home is set forth in subparagraph C below. The percentage of value assigned to each condo-home shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration and value of such co-owner's vote at meetings of the Association of co-owners. The total value of the project is 100. The percentage of value allocated to each condo-home may be changed only with the consent of 66 2/3% of the co-owners expressed in an amendment to this Restated Master Deed, as amended, duly approved and recorded.

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each condo-home.

UNIT NUMBER	PERCENT OF VALUE ASSIGNED	UNIT NUMBER	PERCENT OF VALUE ASSIGNED
1	.895	51	.950
2	.989	52	1.089
3	1.132	53	.852
4	1.132	54	1.089
5	.989	55	.950
6	.895	56	.950
7	.950	57	.981
8	1.089	58	1.089
9	.950	59	1.089
10	1.089	60	.981
11	1.089	61	.852
12	.852	62	.981
13	1.089	63	1.089
14	.950	64	1.089
15	1.089	65	1.089
16	1.089	66	.950
17	.950	67	.981
18	.981	68	.895
19	1.132	69	1.132
20	1.132	70	1.132
21	.989	71	1.132
22	1.132	72	.989
23	.989	73	1.026
24	1.132	74	.989
25	1.026	75	1.026
26	.989	76	1.026
27	1.132	77	.989
28	1.132	78	1.132
29	.989	79	1.132
30	1.132	80	.989
31	1.132	81	1.132
32	1.132	82	1.026
33	.989	83	1.089
34	1.132	84	.981
35	1.132	85	1.089
36	.989	86	1.089
37	1.132	87	.950
38	.989	88	.981
39	.895	89	1.132
40	1.026	90	1.089
41	1.132	91	.981
42	1.132	92	.981
43	.989	93	1.089
44	.989	94	1.089
45	1.089	95	.981
46	.981	96	.981
47	.852	97	.895
48	.950		
49	1.089		
50	.950		

ARTICLE VI

EASEMENTS

In the event any portion of a condo-home or common elements encroaches upon another condo-home or common elements due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements 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, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any unit interior wall which supports a common element.

ARTICLE VII

AMENDMENT

Except as provided in preceding Articles as set forth above, the Condominium Project shall not be vacated or revoked or any of the provisions of the Master Deed or Exhibits "B" amended (but not Exhibit "A" thereto which may be amended as therein provided) unless 66 2/3% of the co-owners and the mortgagees of all of the mortgages covering the condo-home agree to such termination, revocation, abandonment or amendment by duly approved and recorded instruments; FURTHER, unless 66 2/3% of all holders of first mortgages on individual units in the project have given their prior written approval, the Association shall not partition or subdivide any unit or the common elements of the project. The holder of any first mortgage covering any condo-home in the project shall be entitled to 30 days written notice prior to the effective date of any amendment to the Master Deed or to Exhibit "B", thereto.