

2011 FEB -1 AM 9:05

Bernard J. Youngblood
Wayne County Register of Deeds
February 01, 2011 09:05 AM
Liber 48960 Page 693-741
#2011031126 MDA FEE: \$159.00



EXAMINED AND APPROVED
DATE 1-31-2011
BY MPM W/U
NORMAN C. DUPUIE
PLAT ENGINEER

PRESERVE ON FELLOWS CREEK CONDOMINIUM

FOURTH AMENDMENT to MASTER DEED

THIS FOURTH AMENDMENT to the MASTER DEED of PRESERVE ON FELLOWS CREEK CONDOMINIUM is made and executed on the 28th day of January, 2011 by Preserve on Fellows Creek Condominium Association, a Michigan nonprofit corporation, whose address is c/o BLS Property Management, Co., 9397 Haggerty Road, Plymouth, MI 48170, (the "Association").

PRELIMINARY STATEMENTS

A. Preserve on Fellows Creek Condominium (the "Project") was established by the recording of the Master Deed of Preserve on Fellows Creek, recorded December 28, 1998, in Liber 30034, Pages 3284 et seq., First Amendment to Master Deed recorded on December 30, 1999 in Liber 30931 Page 45 et seq., Second Amendment to Master Deed recorded on February 7, 2002 in Liber 35309 Page 190 et seq. and Third Amendment to Master Deed recorded on July 16, 2003 in Liber 38450 Page 56 et seq., Wayne County Records ("Master Deed") which established the real property described in Article II of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the "Act") designated as Wayne County Condominium Subdivision Plan No. 498, Wayne County, Records.

B. Preserve on Fellows Creek Condominium Association is the entity designated to administer the affairs of Preserve on Fellows Creek Condominium; amendments to the text of the Master Deed and Restated and Amended Condominium Bylaws (Exhibit A to the Master Deed) were duly proposed, adopted and approved by the requisite majority of the co-owners in accordance with MCL 559.190 and MCL 559.190a for the purpose of generally updating same, shifting certain duties and deleting unnecessary text relating to the developer. This Fourth Amendment to Master Deed does not alter or impair the Condominium Subdivision Plan previously recorded as Exhibit B of the Master Deed and neither adds nor removes any land from the Project. It does reflect that former Units 72, 73, 74, 75 and 76 have been withdrawn, no longer exist, having reverted by operation of law MCL 559.167 (3) to general common elements status.

WAYNE COUNTY REGISTER OF DEEDS

M. Dodson 01-31-11

C. NOW THEREFORE, the Association does, upon the recording hereof, re-declare that the Project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved or in any manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Fourth Amendment to Master Deed, all of which shall be deemed to run with the land and shall be a benefit and a burden to the Association, its successors and assigns, and to any persons acquiring or owning an interest in said real property, their grantees, successors, heirs, personal representatives, administrators and assigns. In furtherance of the establishment of the Project, it is hereby provided as follows:

ARTICLE I

NATURE OF PROJECT

1.1 Nature of Project. The Project is a residential condominium consisting of Ninety-nine (99) residential Units. The Units which comprise the Project, including the number, boundaries, dimensions and area of each of the condominium Units therein, are set forth completely in the Condominium Subdivision Plan, and each Unit is capable of individual utilization by having its own entrance from and exit to a common element of the Project. Each Unit contains a basement, a ground floor and with the exception of Ranch units, one upper floor. The architectural plans and specifications for the Project were approved by and filed with the Township of Canton, Wayne County, Michigan. The Condominium was established in accordance with the Act. The Project shall be known as Wayne County Condominium Subdivision Plan No. 498.

1.2 Co-Owner Rights. Each Co-owner in the Project shall have a particular and exclusive property right to his Unit and the Limited Common Elements appurtenant thereto, and shall have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Project as designated by this Master Deed, as amended.

1.3 Units. The Units, including the number, boundaries, dimensions, area and volume of each Unit are described more particularly in Exhibit B (Condominium Subdivision Plan) to the original Master Deed.

ARTICLE II

LEGAL DESCRIPTION

2.1 Legal Description. The land on which the Project is situated, and which was submitted to condominium ownership pursuant to the provisions of the Act is described as follows:

Part of the Northeast ¼ of Section 25,
Town 2 South, Range 8 East, Canton Township,
Wayne County, Michigan described as
BEGINNING at the intersection of the South
right of way line of Palmer Road with the East
right of way line of Lotz Road, said point being
distant North 89° 21' 14" East 43.00 feet and
South 00° 02' 07" East 60.00 feet from the North
¼ corner of Section 25, and proceeding thence

along the South right of way line of Palmer Road. North 89° 21' 14" East 805.06 feet; thence South 00° 10' 52" West 1658.80 feet; thence South 89° 32' 16" West 591.77 feet; thence North 00° 02' 07" West 100.00 feet; Thence south 89° 32' 16" West 250.00 feet; thence along the North and South ¼ line of Section 25, North 00° 02' 07" West 377.95 feet; thence along the East right of way line of Lotz Road The following four courses, (one), along a curve concave to the West, radius 782.30 feet, central angle 44° 46' 31", and a long chord bearing of North 10° 53' 16" East 595.91 feet, an arc distance of 611.35 feet, (two), North 11° 30' 00" West 281.87 Feet, (three), along a curve concave to the East, radius 696.30 Feet, central angle 11° 27' 53", and a long chord bearing of North 05° 46' 03" West 139.09 feet, an arc distance of 139.33 feet, and(four): North 00° 02' 07" West 178.77 feet to the **POINT OF BEGINNING**. Containing 29.410 acres. Subject to easements and restrictions of record.

Parcel ID. No. 097-99-0017

The foregoing described land is subject to and entitled to the benefits of all easements and restrictions of record and all governmental limitations, including but not limited to those set forth in: (a) Rights, if any, of riparian owners and the public to use the surface, sub-surface and bed of Fellows Creek for purposes of navigation and recreation; (b) Any adverse claims based on the assertion that the bed of Fellows Creek has changed location as a result of other than natural causes; (c) Easement for the construction of culverts vested in the County of Wayne and the terms, conditions and provisions contained in the instruments recorded in Liber 24131, page 377 and in Liber 24131, Page 378; and (d) Terms, conditions and provisions contained in Quit Claim Deed recording in Liber 29800, Page 6938.

ARTICLE III

DEFINITIONS

3.1 Definitions. Certain terms are utilized not only in this Fourth Amendment to Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, the Condominium Bylaws and Rules and Regulations of the Preserve on Fellows Creek Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Project. As used in such documents, unless the context otherwise requires:

(a) **Act.** “Act” or “Michigan Condominium Act” mean the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(b) **Administrator.** “Administrator” means the Michigan Departments of Commerce, designated to service in such capacity by the Act.

(c) **Association.** “Association” means the non-profit corporation organized under the laws of Michigan, of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Project. 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.

(d) **Common Elements.** “Common Elements”, where used without modification, mean the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV. A Common Element shall not be separable from the Condominium Units or Units to which it is appurtenant.

(e) **Condominium Bylaws.** “Condominium Bylaws” mean Exhibit “A” hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners, which form a part of this recorded instrument as required by the Act. They also serve as the corporate bylaws as per the Nonprofit Corporation Act.

(f) **Condominium Documents.** “Condominium Documents” means and includes this Master Deed and Exhibits “A” and “B” hereto, recorded pursuant to the Act, and any other instrument referred to therein which affects the rights and obligations of a Co-owner in the Project.

(g) **Condominium Property.** “Condominium Property” means the land described in Article II, as amended.

(h) **Condominium Subdivision Plan.** “Condominium Subdivision Plan” means Exhibit “B” hereto, being the site, survey and other plans showing the existing and proposed structures and improvements including the location thereof on the land, which form a part of this recorded instrument.

(i) **Condominium Unit or Unit.** “Condominium Unit” or “Unit” means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed.

(j) **Co-owner.** “Co-owner” means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns a Condominium unit in the Project. The term “Owner” wherever used, shall be synonymous with the term “Co-owner”. If a Unit is sold pursuant to a land contract which grants possession of the Unit to the vendee, the land contract vendee shall be the co-owner of that Unit so long as such land contract is executory, except as otherwise provided in the land contract if a copy of the land contract is filed with the Association and except that the land contract vendor and vendee shall have joint and several responsibility for assessments by the Association.

(k) **General Common Elements.** “General Common Elements” means those Common Elements of the Project described in Section 4.1 of Article IV which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the costs of operation thereof.

(l) **Limited Common Elements.** “Limited Common Elements” means those Common Elements of the Project described in Section 4.2 of Article IV which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(m) **Master Deed.** “Master Deed” means the instrument, together with the exhibits attached thereto and all amendments thereof, by which the Project was submitted to condominium ownership.

(n) **Project.** “Project” or “Condominium” means Preserve on Fellows Creek, a condominium development established in conformity with the provisions of the Act.

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 or the plural, a reference shall also be included to the other where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project as depicted in Exhibit “B” of the Master Deed, as amended, and the respective responsibilities for maintenance, repair and replacement thereof are as follows:

4.1 **General Common Elements:** The General Common Elements are:

(a) **Land.** The land and beneficial easements, if any, described in Article II hereof, other than that portion identified as Units or Limited Common Elements.

(b) **Roads.** All internal roads designated on the Condominium Subdivision Plan as amended.

(c) **Building Improvements.** Foundations, supporting columns, Unit perimeter walls, structural walls and such other walls as are designated in Exhibit B as General Common Elements, roofs and chimneys.

(d) **Electrical.** The electrical transmission system throughout the Project up to and including that contained within Unit walls up to the point of connection with electrical outlets within any Unit.

(e) **Telephone.** The telephone wiring network throughout the Project including that contained within Unit walls up to the point of connection with telephone equipment within any Unit.

- (f) **Gas.** The gas line network throughout the Project up to the point of connection with fixtures within any Unit.
- (g) **Sanitary Sewer.** The sanitary sewer network throughout the Project up to up to the point of connection with plumbing fixtures within any Unit.
- (h) **Water.** The water distribution system throughout the Project including that contained within Unit walls up to the point of connection with plumbing fixtures within any Unit, all meter boxes and the area where meters will be read.
- (i) **Telecommunications.** The telecommunications and cable television systems including that contained within Unit walls up to the point of connection with outlets within any Unit.
- (j) **Landscaping.** All landscaping, berms, trees and plantings for the Project within the Condominium Premises.
- (k) **Common Signage.** The signage located at the entrance of the Project and all other signage identifying the Project that may hereinafter be installed by the Association.
- (l) **Utilities.** Some or all of the utility lines, including electricity, telephone, gas, and storm water detention or retention areas and drainage facilities, and equipment and the telecommunications system described below 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, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owner's interest therein, if any.
- (m) **Utility Easements.** All utility easements in the land area between various Units as identified in the Condominium Subdivision Plan.
- (n) **Beneficial Easements.** All off-site easements which benefit the project, either previously created or which may be established in the future.
- (o) **Walking Path.** The path that is located in the Condominium Project, identified as the "Wood Chip Path" on the Condominium Subdivision Plan.
- (p) **Mail Kiosk.** The mail kiosk located at the entrance of the Condominium Project as designated on the Condominium Subdivision Plan.
- (q) **Detention System.** The detention system as identified on the Condominium Subdivision Plan, including, without limitation, the forebay and storm water detention systems.
- (r) **Parking.** All parking that is not in the garage or driveway of a Unit as identified on the Condominium Subdivision Plan.
- (s) **Open Spaces.** The areas of the Land upon which no roads or other structures are located, including, without limitation, all wetlands and wooded areas as identified on the Condominium

Subdivision Plan. A portion of this area shall comprise an area designated as an Urban Wildlife Sanctuary, award number 156, issued by the Humane Society of the United States.

(t) **Fellows Creek**. The creek, to the extent of the Association's interest as identified on the Condominium Subdivision Plan.

(u) **Sidewalks**. The Sidewalks located throughout the Project as identified on the Condominium Subdivision Plan.

(v) **Other**. All elements of the Project designated as General Common Elements as designated on the Condominium Subdivision Plan, (Exhibit B of the Master Deed), as amended. Such other elements of the Project not herein designated as General or Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system 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, and the telecommunications system, will be Common Elements only to the extent of the Co-owner's interest therein, if any.

4.2 Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which such Limited Common Elements appertain, subject to the building easement and other restrictions set forth in the Condominium Documents and Declaration. The Limited Common Elements are as follows:

(a) **Patios and Decks**. Each individual patio or deck in the Project is restricted in use to the Co-owner of the Unit which opens into such patio or deck as shown on Exhibit B thereto.

(b) **Air Conditioner Compressor/Condenser**. Each individual air conditioner compressor/condenser, corresponding line set, and its pad in the Project and the ground surface immediately below the same is restricted in use to the Co-owner of the Unit which such air conditioner compressor/condenser services.

(c) **Exterior Lights**. Each light fixed on the outside of a Unit as shown on Exhibit B.

(d) **Driveways**. Each individual driveway in the Project is restricted in use to the Co-owner of the Unit which extends from the Garage of each Unit as shown in Exhibit B thereto.

(e) **Walkways**. Each individual walkway in the Project is restricted in use to the Co-owner of the Unit which attaches to the walkway as shown on Exhibit B. Some walkways are however shared by adjacent Units as depicted on Exhibit B.

(f) **Windows and Doors**. All windows and doors on each Unit as shown on Exhibit B.

(g) **Porches.** All porches attached to Units as shown on Exhibit B. Some porches are shared by adjacent Units as shown on Exhibit B.

(h) **Privacy Areas.** The areas adjacent to the rear of the Units as depicted on Exhibit B to the Master deed, as amended, within which a Co-owner may install a deck or patio.

4.3 Association Duties of Maintenance, Repair and Replacement, Etc. The Association shall have the specific responsibility to decorate, maintain, repair, restore, renovate and replace the General Common Elements, including without limitation, the porches, driveways, walkways, structural walls, exterior security floodlights, exterior garage carriage lights, and all exterior photocells, sidewalks and private roads shown on the Condominium Subdivision Plan and landscaping for the Condominium and all shared costs for the common roadways shall be borne by the Association and such costs shall be expenses of administration to be assessed in accordance with the Condominium Documents. The Association shall maintain, repair and replace all skylights and the expenses thereof shall be specially assessed to the benefited Units. The Association shall maintain, repair and replace the wooden walkways serving Units located at 2219 Preserve Circle East and 2134 Preserve Circle West. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to any Unit, but shall have the right to do so.

4.4 Co-owner Duties of Maintenance, Repair and Replacement. Each Co-owner shall have the responsibility to decorate, maintain, repair, restore, renovate and replace the following items:

- (a) All appliances within a Unit and supporting hardware, including, but not limited to, furnace, humidifier, air cleaner, air conditioner (including its compressor, line set, pad and the ground beneath the pad) standby power generator, alarm system, garbage disposal, dishwasher, range and oven, microwave oven, vent fan, duct work, vent covers and filters, water softener, water filters and water heater.
- (b) All electrical fixtures or appliances within or appurtenant to an individual Unit, including, but not limited to, doorbell, lighting fixtures, switches, outlets, antenna outlets, circuit breakers, and all of their components.
- (c) All plumbing fixtures including commodes, tubs, shower pans, shower stalls, shower enclosures, tub and shower caulking, faucets, shut-off valves, rings, seals and washers located on or within any individual Unit's perimeter walls, and all water supply lines serving sinks, tubs, showers, inside spigots and or toilets within the Unit. This does not include lines serving more than one Unit, which shall be the Association's responsibility.
- (d) All cabinets, counters, interior doors, closet doors, sinks, tile and wood, either floor or wall, and related hardware.
- (e) All interior surfaces, improvements or decorations, including but not limited to, paint, wallpaper, paneling, wood, carpeting, linoleum and trim.
- (f) Individual Unit drain lines located within the Unit's perimeter walls (foundation); however in the event a drain line services more than one Unit, then the Association will be responsible for its reconstruction, repair, maintenance and replacement.

- (g) Frames, locks, mechanical aspects, glass and screen portions of all doors, door-walls and windows;
- (h) All Limited Common Elements assigned or appurtenant to an individual Condominium Unit.
- (i) All utility costs for service to individual Units except water and sewer charges which shall be paid by the Association.
- (j) All exterior light bulb replacements except exterior security flood lights.
- (k) Garage doors including their tracks, springs, rollers, pins and openers.
- (l) All decks, balconies and patios. Each Co-owner shall have the duty to install a deck, balcony and/or patio immediately adjacent to each door wall opening. The Board shall establish reasonable deadlines for completion. Each Co-owner proceeding with any such construction shall be required to submit detailed plans and specifications for the Board's advance written approval before commencing construction.
- (m) All other items not specifically enumerated above which may be located within an individual Unit's perimeter walls.

4.5 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. No Limited Common Element may be modified or its use enlarged or diminished by the Association without the written consent of The Co-owner to which the Limited Common Element appertains. No common element shall be the subject of any action for partition unless the Project is terminated.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

5.1 Description of Unit. A complete description of each Condominium Unit in the Project is set forth in the Condominium Subdivision Plan of Preserve on Fellows Creek as surveyed by Dietrich, Bailey and Associates, attached as Exhibit B of the Master Deed, as amended. The architectural plans and specifications are on file with the Township of Canton, Michigan. Each unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor, all as shown on the floor plans and sections in Exhibit B, as amended, and delineated with heavy outlines.

5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The resulting percentage shall total precisely

100%. The Percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest of the common elements of the Condominium Project, the proportionate share of each respective Co-owner' in the proceeds and the expenses of administration and the value of each Co-owner's vote at meetings of the Association. The percentage of value allocated to ach Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all the Co-owners expressed in an amendment to the Master Deed, fully approved and recorded except as otherwise expressly provided in the Condominium Documents.

ARTICLE VI

CONSOLIDATION, MODIFICATION OF UNITS, LIMITED COMMON ELEMENTS

Notwithstanding any other provisions of the Master Deed, as amended or the Condominium Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article VI; any changes in the affected Unit(s) shall be promptly reflected in a duly recorded amendment or amendments to the Master Deed.

6.1 By Co-owners. Subject to applicable governmental approval, Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon the written request to and approval by the Board of Directors in accordance with Section 48 of the Act. Upon receipt of the request, the President shall present the matter to the Board of Directors for review and if approved, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocating boundaries. The Co-owners requesting relocation of boundaries shall bear all expenses of such amendments. Any relocation or elimination of boundaries shall not become effective however until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds and until all applicable governmental approvals have been obtained.

6.2 Limited Common Elements. Subject to Section 4.4 hereof, Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries described in this Article VI.

ARTICLE VII

EASEMENTS; RIGHT TO DEDICATE ROAD AND/OR UTILITIES; DESIGNATION OF URBAN WILDLIFE SANCTUARY PROGRAM

7.1 Easement for Utilities and Maintenance of Encroachments. 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 shall exist for maintenance, repair or reconstruction 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, including but not limited to lighting, heating, power, sewer, water, telephone, cable and telecommunication lines. There shall also exist easements for support with respect to any interior Unit wall which supports a Common Element.

7.2 Easement in Favor of the Association. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and common Elements in the project for access to the Units, water and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project (including buildings constructed within the General Common Element Convertible Areas) to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with the terms hereof. Such access shall require reasonable notice to the Co-owner and shall be limited to reasonable working hours unless such entry constitutes an emergency which does not permit reasonable notice to the Co-owner of the Unit. Each Co-owner shall be primarily responsible for maintenance of the interior of a Co-owner's Unit and limited common elements appurtenant to such Unit as set forth in Article 4 above. In the absence of performance by the Co-owner involved, the Association may undertake the maintenance of such Unit or Limited Common Element. If such work performed upon a Unit or Limited Common Element by the Association, the individual Co-owner thereof shall reimburse the Association for all costs thereof within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair or replacement of any portion of the interior of any Unit. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common elements of the Project for which the Association may from time to time be responsible.

7.3 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

7.4 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 including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement 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, fire alarm systems, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or its appurtenant Limited Common Elements.

7.5 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 easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts 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.

7.6 Roadway Easements. With respect to the public roads adjacent to the Condominium and any roads within the Condominium that are dedicated as public roads, all Co-owners and all Co-owners’ mortgagees shall be deemed to have irrevocably and unanimously appointed the Association as their agent and attorney-in-fact for the purpose of signing petitions requesting establishment of a special assessment district pursuant to the provisions of applicable Michigan statutes for the improvement of said roads; provided that signature of such petition by the Association shall require approval by an affirmative vote of not less than fifty-one (51%) percent of all Co-owners in number and value. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

7.7 Storm Water Drainage and Detention Easements. Storm water drainage and detention easements are established to assure the perpetual functioning of the storm water drainage and detention Systems across the Common Elements as shown on Exhibit B. Easements are located to provide unencumbered access from each Condominium Unit to an enclosed storm sewer inlet point. The surface grade within the easement is constructed to provide positive slope along the route of the easement to a storm sewer inlet point. To maintain the intended function of the storm water drainage easement, no change is to be allowed in the grade which would restrict the flow of surface water along the easement to the storm sewer inlet point. Nor shall any landscaping, planting or other construction be allowed in the storm water drainage easement which would restrict the intended flow of surface water to the storm sewer inlet point.

The storm water drainage easement shall be available for installation and maintenance of any improvements which are part of a storm water management system for owners of Units (i.e. enclosed piping for discharge of sump pump water directly into the storm sewer inlet point). Any such improvements intended to benefit one or more Unit Co-owners shall be coordinated with any other Unit owners along the affected drainage easement. However, all Unit Co-owners agree by acceptance of a conveyance that the intended primary use of the storm water drainage easements is to accommodate storm water management systems and said Co-owners will not hinder the installation and/or maintenance of said systems.

The Condominium Association shall be responsible for routine maintenance of the storm water drainage and detention system facilities in accordance with regulations of applicable governmental authorities, and in accordance with easements granted for such purposes.

7.8 Utility Easements. Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Common Elements as set forth on Exhibit B. If the Developer entered into separate easement agreements and/or dedication with the Township of Canton and/or utility companies for sewer, water and utility purposes, the terms are incorporated herein by reference.

7.9 Urban Wildlife Sanctuary. Pursuant to the application submitted by the Developer, the Condominium Project has been registered by the Humane Society of the United States (“HSUS”) as a certified Urban Wildlife Sanctuary pursuant to that organization’s Urban Wildlife Sanctuary program. In accordance with that designation, the Association intends to maintain the General Common Element land area located west of Fellows Creek in its natural state, traversed by a private nature trail installed for the use and enjoyment of the Co-owners and their guests, tenants and invitees. In connection with the designation, the Developer, and now the Association, has agreed to confer with HSUS regarding measures that might be taken to enhance that areas use as a wildlife preserve, such as the installation of bird nesting boxes, covered feeding stations and such mineral wildlife licks as are legal. The Association reserves the right, but is not obligated, to install such improvements. The designation of the Condominium Project as an Urban Wildlife Sanctuary is not a permanent designation and the Condominium Project may be withdrawn from the HSUS program by the Association but only upon an affirmative vote for such withdrawal by 66-2/3 percent of the Co-owners in number and value.

ARTICLE VIII

AMENDMENT

8.1 Amendment. Except as otherwise expressly provided in the Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of the Master Deed, including Exhibits A and B be amended, except as follows:

(a) **No Material Change.** Amendments may be made without the consent of Co-owners or mortgagees by the Association, as long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of (i) a modification of the types and sizes of unsold Units and their appurtenant Limited Common Elements, (ii) correcting survey or other errors, (iii) facilitating mortgage loan financing for existing or prospective Co-owners and to enable or facilitate 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 Veteran’s Administration, the Department of Housing and Urban Development, any other agency of the federal government or the State of Michigan and/or any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

(b) **Material Change.** Amendments may be made by the Association, even if they will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the votes of the Co-owners eligible to vote and two-thirds of the first mortgagees. A Co-owner will have one vote for each Unit owned. A first mortgagee will have one vote for each first mortgage it holds. The required votes may be achieved by written consent of the required two-thirds (2/3) of the Co-owners and first

mortgagees or by consent established by a vote taken at an Association meeting or other proper method of voting on an Association matter.

(c) **Required Co-owner Consents.** The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, 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.

(d) **Power of Attorney.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably and unanimously consent to the Association making any amendment or amendments authorized by the Master Deed to be made by the Association. All such interested person by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Association as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed authorized to be made by the Association and all ancillary documents necessary to effectuate such amendments.

(e) **Notice.** Co-owners and first mortgagees of record will be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

(f) **Costs.** A person causing or requesting an amendment to the Condominium Documents will be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and first mortgagees, the cost of which are expenses of administration.

(g) **Recording.** All amendments will be effective upon recording in the office of the Wayne County Register of Deeds.

(Remainder of this page intentionally left blank)

