

MASTER DEED LAKEPOINTE TOWERS

This Master Deed is made and executed on this 13th day of January, 1988, by Lakepointe A Limited Partnership, a Michigan limited partnership, hereinafter referred to as the "Developer", whose post office address is 600 Dart Road, P.O. Box 116, Mason, Michigan 48854, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Lakepointe Towers as a Condominium Project under the Act and does declare that Lakepointe Towers shall, after such establishment, 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 Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Lakepointe Towers, Macomb County Condominium Subdivision Plan No. 271. The engineering and architectural plans for the Project were approved by, and are on file with, the City of St. Clair Shores. The Condominium Project is established in accordance with the Act. The units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan. Each Unit is for residential purposes and 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.

ARTICLE II

LEGAL DESCRIPTION

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

Land in the City of St. Clair Shores, Macomb County, Michigan, described as: A parcel of land being a part of the Northeast 1/4 of Section 3, T.1 N., R.13 E. City of St. Clair Shores, Macomb County, Michigan, and being a part of Carl T. Storms Golf Club Subdivision, according to the Plat thereof recorded in Liber 6, Page 30 of Plats, Macomb County Records, and part of Lot 1 of Assessor's Plat No. 40, according to the Plat thereof recorded in Liber 15, Page 31 of Plats, Macomb County Records, described as follows:

Beginning at a point distant North 89° 27' 58" East, 1944.38 feet and West 1/4 line of said Section 3 and North 00° 32' 02" West 182.27 feet and on a curve to the right having a radius of 87.85 feet, arc 105.28 feet, central angle 68° 39' 58" chord bearing and distance North 33° 47' 50" East, 99.10 feet and North 68° 07' 42" East, 163.08 feet and North 89° 30' 45" East, 658.92 feet and North 44° 30' 45" East, 239.08 feet and North 00° 29' 15" West, 138.11 feet and North 89° 30' 45" East, 140.0 feet and North 00° 29' 15" West, 50.00 feet and South 89° 30' 45" West, 125.0 feet and on a curve to the right having a radius of 119.85 feet, arc 94.13 feet, central angle 45° 00' 00", chord bearing and distance North 22° 00' 45" East, 91.73 feet and on a curve to the left having a radius of 474.34 feet, arc 237.40 feet, central angle 28° 40' 34" chord bearing and distance North 30° 10' 58" East, 234.79 feet from the West 1/4 corner of said Section 3 to the Point of Beginning; thence proceeding on a curve to the left having a radius of 474.34 feet, arc 20.0 feet, central angle 02° 24' 57", chord bearing and distance North 14° 37' 44" East, 20.00 feet; thence on a curve to the right having a radius of 510.18 feet, arc 197.68 feet, central angle 22° 12' 01", chord bearing and distance North 24° 31' 14" East, 196.45 feet; thence North 35° 37' 15" East, 250.33 feet; thence on a curve to the right having a radius of 137.27 feet, arc 348.95 feet, central angle 145° 38' 53", chord bearing and distance South 71° 33' 18" East, 262.30 feet; thence South 01° 16' 08" West, 227.62 feet; thence on a curve to the right having a radius of 267.14 feet, arc 201.62 feet, central angle 43° 14' 37" chord bearing and distance South 22° 53' 27" West, 196.87 feet; thence South 44° 30' 45" West, 37.44 feet; thence on a curve to the right having a radius of 568.85 feet, arc 90.13 feet, central angle 09° 04' 43", chord bearing and distance South 49° 03' 05" West, 90.04 feet; thence North 28° 43' 52" West, 161.05 feet; thence South 61° 16' 08" West, 10.00 feet; thence North 28° 43' 52" West, 40.00 feet; thence North 88° 43' 52" West, 200.00 feet to the Point of Beginning.

Together with and subject to easements, restrictions, rights and responsibilities set forth in instruments recorded in Liber 3627 at Page 230; Liber 4203 at Page 874, Macomb County Records and all other easements, restrictions and limitations of record or otherwise.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Lakepointe Towers 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 Lakepointe Towers as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Lakepointe Towers Association, which is 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.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Lakepointe Towers as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Lakepointe Towers as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Lakepointe Towers as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements established under this Master Deed together with any which may be added under Articles VI and VII hereof, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Macomb County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Construction and Sales Period. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer is entitled to add land and Units to the Project as provided in Article VI hereof or for so long as the Developer continues to construct or proposes to construct or modify additional Common Elements or Units within the Convertible Area described in Article VII hereof.

Section 11. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means Lakepointe A Limited Partnership, a Michigan limited partnership, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term the "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Lakepointe Towers, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in 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, a reference to the plural shall also be included where the same would be appropriate and vice versa.

ARTICLE IV COMMON ELEMENTS

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

Section 1. General Common Elements. The General Common Elements are:

- (a) **Land.** The land described in Article II hereof, including the driveways, roads, sidewalks and parking spaces located thereon not identified as Limited Common Elements.
- (b) **Electrical.** The electrical transmission system throughout the Project up to the point of connection with electrical fixtures within each Unit and including all lighting and electrical fixturing intended for common use.
- (c) **Telephone.** The telephone system throughout the Project up to the point of connection with telephone fixtures within each Unit.
- (d) **Gas.** The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within each Unit.
- (e) **Water.** The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within each Unit.
- (f) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (g) **Storm Sewer.** The storm sewer system throughout the Project.
- (h) **Cable Television.** The prewired cable television conduits throughout the Project, up to, but not including, connections to provide service to individual Units.
- (i) **Construction.** Foundations, supporting columns, Unit perimeter walls (including windows and doors therein), roofs, ceilings, corridors and floor construction between Unit levels.
- (j) **Miscellaneous.** The stairs, hallways, storage and service area, hallway furnaces, mailboxes, restrooms, receiving area, lobbies, elevators, trash compactor, meter room, storage locker areas, rubbish areas, storage and maintenance areas designated as General Common Elements on Exhibit B hereto and not exclusively limited to any particular Unit; provided however, that the Association may, for convenience, assign one storage locker for use by each owner.
- (k) **Recreational Facilities.** The tennis court, pool, spa, jogging track and their related appurtenances.
- (l) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries 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 cable television 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 cable television system, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Storage Areas.** Each storage area located on a Unit balcony shall be subject to the exclusive use and enjoyment of the Unit which opens into such balcony.

(b) **Parking Spaces.** The parking spaces in the parking garage shall be subject to the exclusive use and enjoyment of the Co-owners of the Units to which they have been assigned by recorded instrument.

(c) **Balconies.** Each individual balcony is restricted in use to the Co-owner of the Unit which opens into such balcony as shown on Exhibit B.

(d) **Patio Areas.** Each ground level Patio Area is restricted in use to the Co-owner of the Unit which opens into such Patio Area as shown on Exhibit B.

(e) **Heating and Air Conditioning Units.** The heating and air conditioning units and the areas in which they are located shall be limited in use to the Condominium Units which they respectfully service.

(f) **Interior Surfaces.** The interior surfaces of Unit perimeter walls, windows, doors, ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Heating Air Conditioning Units.** The costs of maintenance, repair and replacement of the heating and air conditioning units shall be borne respectively by each of the Owners of the Condominium Units serviced thereby.

(b) **Patio Areas.** The costs of maintenance, including landscaping, of each patio area referred to in Article IV, Section 2(d) above shall be borne by the Co-owner of the Unit to which the same is appurtenant except that any lawn area contained therein shall be maintained by the Association so long as there is reasonable access thereto, in the sole discretion of the Association.

(c) **Interior Surfaces.** 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, Section 2(f) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant. In order to maintain uniformity of appearance, the acceptability of the appearance (including material of manufacture), texture or color of surface and hardware, including door knobs, of any portion of the Unit entrance door facing any Common Element shall be subject to the discretion of the Association and no change in appearance may be made without the prior written approval of the Association (and the Developer during the Construction and Sales Period).

(d) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

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.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Lakepointe Towers as prepared by Robert Shanayda. Each Unit shall include 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 the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Robert Shanayda.

Section 2. Formula for Percentage of Value. The total percentage of value for the Condominium shall be 100%. The percentages of value shall be based upon relative Unit areas as set forth in the Condominium Subdivision Plan. Immaterial differences in size have been disregarded in determining such percentages.

Section 3. Percentage of Value Assignment. The percentages of value assigned to individual Units as a result of the application of the formula described in Article V, Section 2 hereof are as follows:

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
1	.84760
2	.84760
3	.84760
4	1.02050
5	.84760
6	.84760
7	.84760
8	.84760
9	.84760
10	1.02050
11	.84760
12	.84760
13	.84760
14	.84760
15	.84760
16	1.02050
17	.84760
18	.84760
19	.84760
20	.84760
21	1.02050
22	.84760
23	.84760
24	.84760
25	.84760
26	.84760
27	.84760
28	1.02050

80	.84760
79	.84760
78	.84760
77	.84760
76	.84760
75	1.02050
74	.84760
73	.84760
72	.84760
71	.84760
70	1.02050
69	.84760
68	.84760
67	.84760
66	.84760
65	.84760
64	1.02050
63	.84760
62	.84760
61	.84760
60	.84760
59	.84760
58	.84760
57	1.02050
56	.84760
55	.84760
54	.84760
53	.84760
52	1.02050
51	.84760
50	.84760
49	.84760
48	.84760
47	.84760
46	1.02050
45	.84760
44	.84760
43	.84760
42	.84760
41	.84760
40	.84760
39	1.02050
38	.84760
37	.84760
36	.84760
35	.84760
34	1.02050
33	.84760
32	.84760
31	.84760
30	.84760
29	.84760

81	.84760
82	1.02050
83	.84760
84	.84760
85	.84760
86	.84760
87	.84760
88	1.02050
89	.84760
90	.84760
91	.84760
92	.84760
93	1.02050
94	.84760
95	.84760
96	.84760
97	1.70995
98	.84760
99	1.02050
100	1.70995
101	1.70995
102	.84760
103	1.02050
104	1.70995
105	1.70995
106	1.02050
107	.84760
108	1.70995

The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

**ARTICLE VI
EXPANSION OF CONDOMINIUM**

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Lakepointe Towers and consisting of 108 Units is intended to be the first stage of an Expandable Condominium under the Act which may be enlarged, in the discretion of the Developer or its successors and assigns, and which is presently intended to contain in its entirety 180 Units. Additional Units, if any, will be constructed upon all or some portion of the land lying southwesterly of the Project (hereinafter sometimes referred to as the "area of future development") and more particularly described as follows:

Land in the City of St. Clair Shores, Macomb County, Michigan, described as: a parcel of land being a part of the Northeast 1/4 of Section 3, T.1N., R.13E., City of St. Clair Shores, Macomb County, Michigan, and being a part of Carl T. Storms Golf Club Subdivision, according to the Plat thereof recorded in Liber 6, Page 30 of Plats, Macomb County Records, and part of Lot 1 of Assessor's Plat No. 40, according to the Plat thereof recorded in Liber 15, Page 31 of Plats, Macomb County Records, described as follows:

Beginning at a point distant N.89°27'58"E. 1944.38 feet along the East and West 1/4 line of said Section 3 and N.00°32'02"W. 182.27 feet and on a curve to the right having a radius of 87.85 feet, arc 105.28 feet, central angle 68°39'58" chord bearing and distance N. 33°47'50"E. 99.10 feet and N. 68°07'42"E.

163.08 feet and N.89°30'45"E. 658.92 feet and N.44°30'45"E. 239.08 feet and N.00°29'15"W. 138.11 feet and N.89°30'45"E. 140.00 feet and N.00°29'15"W. 50.00 feet from the West 1/4 corner of said Section 3 to the point of beginning: thence proceeding S.89°30'45"W. 125.00 feet; thence on a curve to the right having a radius of 119.85 feet, arc 94.13 feet, central angle 45°00'00", chord bearing and distance N.22°00'45"E. 91.73 feet; thence on a curve to the left having a radius of 474.34 feet, arc 237.40 feet, central angle 28°40'34" chord bearing and distance N.30°10'58"E. 234.79 feet; thence S.88°43'52"E. 200.00 feet; thence S.28°43'52"E. 40.00 feet; thence N.61°16'08"E. 10.00 feet, thence S.28°43'52"E. 161.05 feet; thence on a curve to the right having a radius of 568.85 feet, arc 356.64 feet, central angle 35°55'17" chord bearing and distance S.71°33'07"W. 350.83 feet to the point of beginning.

Contains 2.019 acres of land.

Section 2. Increase in Number of Units. Any other provisions of the Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The number, location, nature, appearance, design (interior and exterior) and the structural components of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the City of St. Clair Shores. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to add to the Condominium Project all or any portion of the area of future development described in the Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. Certain areas have been designated on Exhibit B as Convertible Areas within which General Common Elements and Limited Common Elements may be constructed and/or relocated.

Section 2. Developer's Right to Construct Units and Limited Common Elements. The Developer reserves the right, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, to construct General and/or Limited Common Elements on all or any portion or portions of the Convertible Areas. The precise number and location of General or Limited Common Elements which may be constructed shall be determined by developer in its sole judgment but nothing herein contained shall obligate the Developer to construct any additional General or Limited Common Elements whatever. In particular, Developer reserves the right, in its discretion, to convert any General Common Element parking spaces to Limited Common Element parking spaces and to construct carports or garages thereon.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created within the Convertible Areas.

ARTICLE VIII

OPERATIVE PROVISIONS

Any expansion or conversion in the project pursuant to Articles VI or VII above shall be governed by the provisions set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion or contraction of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project or the areas converted by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project; further, to modify any landscaping and parking areas as may be necessary to implement the provisions hereof relating to expansion of the Condominiums or exercise of Developer's convertibility rights so long as the same are approved by the City of St. Clair Shores. The Developer shall further have the right to expand or connect to any existing elevator, hallway, or lobby, or to any central heating, telephone, cable television or any other utility or system necessary to service the convertible area or the area of future development.

Section 3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered Units deviate substantially from the general development plan approved by the City of St. Clair Shores. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 4. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. Consent of Interested Persons. 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 amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI and VII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE IX

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

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

Section 1. By Developer. Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) **Subdivide Units.** Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Consolidate Contiguous Units.** Consolidate under single ownership two or more Units which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(c) **Relocate Boundaries.** Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(d) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various Units. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. 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 Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Msater Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon written request to the Association in accordance with Section 49 of the Act and subject to Article 6, Section 3, of the Bylaws. Upon express written approval of such request by the Board of Directors, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Oakland County Register of Deeds.

(b) **Consolidation of Units; Relocation of Boundaries.** Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act and subject to Article 6, Section 3, of the Bylaws. Upon express written approval of such request by the Board of Directors, the president of the Association shall 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 relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such 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 Oakland County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

ARTICLE X EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. 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 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 (including any garden areas), structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance, repair and servicing of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Easements Retained by Developer.

(a) **Roadway Easements.** The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, an easement for the unrestricted use of all roads, driveways, walkways and other Common Elements in the Condominium for the purpose of ingress and egress to and from and construction upon all or any portion of the parcel described in Article VI.

(b) **Utility Easements.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI and the Convertible Areas or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utilities located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer 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 amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

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(c) **Easement in Furtherance of Exercise of Convertibility Rights.** The Developer further reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all structures along the southern boundary of the land described in Article II and, as shown on Exhibit B hereto, in order to connect structures to be built in the Area of Future Development to the existing Common Elements so long as the same is approved by the City of St. Clair Shores. The Developer shall bear all costs associated with the construction of such connections, including any damages to the Project resulting therefrom.

(d) **Easement in Furtherance of Developmental Rights.** The Developer further reserves for the benefit of itself, its successors and assigns (1) all such easements over, under, across and through the Condominium Premises as may be necessary to develop, construct, market and operate any Units or other dwellings within the land described in Article II and in Article VI hereof whether included or excluded from the Condominium Project; and (2) all such easements as may be necessary for the perpetual use of the Recreational Facilities described in Article IV, Section 1(k) by the occupants of the land described in Article VI, in the event the same shall be established as a separate development or developments, upon payment of a proportionate share of the expenses of maintenance, repair, operation and replacement of such Facilities.

Section 3. 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 or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

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Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary 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 or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to meters, controls and other Common Elements located within any Unit or its appurtenant Limited Common Elements. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance and decoration of the Balconies and Patio Areas, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain such Limited Common Elements in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, or otherwise keep said Limited Common Elements in proper condition, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain or decorate said Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-developer Co-owners.

Section 6. Developer Approval. During the Construction and Sales Period, Article VI, Article VII, Article VIII, Article IX, Article X and this Article XI shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of construction of residential units on the land described in Article VI and Article VII hereof.

**ARTICLE XII
ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, or the right to further enlarge and develop the Condominium within the expandable area described in Article VI or the Convertible Area described in Article VII, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Macomb County Register of Deeds.

WITNESSES:

/s/Donetta M. Hobart
Donetta M. Hobart

/s/Cheryl Treloar
Cheryl Treloar

LAKEPOINTE A LIMITED PARTNERSHIP, a Michigan limited partnership

By: Dart Properties Incorporated, a Michigan corporation, General Partner

By: /s/Marvin E. Larivee III
Marvin E. Larivee III, Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF INGHAM)

On this 13th day of January, 1988, the foregoing Master Deed was acknowledged before me by Marvin E. Larivee III, the Vice President of Dart Properties Incorporated, a Michigan corporation, General Partner of LAKEPOINTE A LIMITED PARTNERSHIP, a Michigan limited partnership, on behalf of the partnership.

/s/JoAnne E. Williams
JoAnne E. Williams

Notary Public, Clinton* County, Michigan
My commission expires: December 18, 1990

*Acting in Ingham County

Master Deed drafted by:

William T. Myers of
Dykema, Gossett, Spencer, Goodnow & Trigg
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter

**FIRST AMENDMENT TO MASTER DEED OF
LAKEPOINTE TOWERS**

Lakepointe A Limited Partnership, a Michigan limited partnership whose address is 600 Dart Road, P.O. Box 116, Mason, Michigan 48854, being the Developer of Lakepointe Towers, a Condominium Project established pursuant to the Master Deed thereof, recorded on March 1, 1988, in Liber 4376, Pages 628 through 680, Macomb County Records, and known as Macomb County Condominium Subdivision Plan No. 271, and being the sole owner of all of the Units in the Project as of the date of the Amendment, amends the Bylaws of Lakepointe Towers pursuant to the authority reserved in Article XVI, Section 4 of the Bylaws for the purpose of amending Article XV of the Bylaws. Upon recording of this Amendment in the office of the Macomb County Register of Deeds, said Bylaws shall be amended in the following manor:

1. Amended Article XV as set forth below, shall replace Article XV as originally recorded and the originally recorded Article XV shall be of no further force or effect.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified and held harmless by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except as otherwise prohibited by law. The Association shall not be liable for any settlement of any such action effected without consent by the Board of Directors (with the Director seeking indemnification abstaining), but if settled with the consent of the Board of Directors or if there be a final judgment for the plaintiff in any such action against an officer or Director, with or without the consent of the Board of Directors, the Association agrees to indemnify and hold harmless the officer or Director to the extent provided in this Article. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

In all respects, other than as hereinabove indicated, the original Master Deed of Lakepointe Towers, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

/s/ Donetta M. Hobart
Donetta M. Hobart

/s/ James M. Klunzinger
James M. Klunzinger

LAKEPOINTE A LIMITED PARTNERSHIP, a
Michigan limited partnership

By: Dart Properties, Incorporated, a Michigan
corporation, General Partner

By: /s/ Marvin E. Larivee, III
Marvin E. Larivee, III
Its: Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF INGHAM)

The foregoing First Amendment to Master Deed of Lakepointe Towers was acknowledged before me this 4th day of October, 1988, by Marvin E. Larivee, III, the Vice president of Dart Properties, Incorporated, a Michigan corporation, General Partner of LAKEPOINTE A LIMITED PARTNERSHIP, a Michigan limited partnership, on behalf of the partnership.

/s/ Donetta Marie Hobart

/s/ Donetta Marie Hobart

Notary Public, Ingham County, Michigan
My commission expires: 12/7/91

First Amendment to Master Deed drafted by:

Suzanne S. Reynolds of
Dykema Gossett
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter

LAKEPOINTE TOWERS

Lakepointe A Limited Partnership, a Michigan limited partnership, whose address is 600 Dart Road, P.O. Box 116, Mason, Michigan 48854, being the Developer of Lakepointe Towers, a Condominium Project established pursuant to the Master Deed thereof, recorded on March 1, 1988, in Liber 4376, Pages 628 through 679; First Amendment to Master Deed recorded on October 5, 1988, in Liber 4515, Pages 949 through 950, Macomb County Records, and known as Macomb County Condominium Subdivision Plan No. 271, hereby amends the Master Deed of Lakepointe Towers pursuant to the authority reserved in Article XI for the purpose of increasing the maximum number of units in the Condominium Project from 180 Units to 202 Units. Upon the recording of this Amendment in the office of the Macomb County Register of Deeds, said Master Deed shall be amended in the following manner:

1. The first paragraph of Article VI, Section 1 of the Lakepointe Towers Master Deed as set forth below shall replace and supersede the first paragraph of Article VI, Section 1 as originally recorded.

AMENDED FIRST PARAGRAPH OF ARTICLE VI, SECTION 1

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Lakepointe Towers and consisting of 108 Units is intended to be the first stage of an Expandable Condominium under the Act which may be enlarged, in the discretion of the Developer or its successors and assigns, and which is presently intended to contain in its entirety a maximum of 225 Units. Additional Units, if any, will be constructed upon all or some of the portion of the land lying southwesterly of the Project (hereinafter sometimes referred to as the "area of future development") and more particularly described as follows:

In all respects, other than as hereinabove indicated, the original Master Deed of Lakepointe Towers, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 21 day of June, 1990

WITNESSES:

/s/ J. Dennis Andrus

/s/ Douglas E. Andrus

LAKEPOINTE A LIMITED PARTNERSHIP, a Michigan limited partnership

By: Dart Properties Incorporated, a Michigan corporation, General Partner

By: /s/ Thomas J. Dart
Thomas J. Dart, President

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

The foregoing Second Amendment to Master Deed of Lakepointe Towers was acknowledged before me this 21st day of June, 1990 by Thomas J. Dart, the President of Dart Properties Incorporated, a Michigan corporation, General Partner of Lakepointe A Limited Partnership, a Michigan limited partnership, on behalf of the partnership.

-/s/ Carla M. Miller

Notary Public, Wayne County, Michigan
My commission expires: May 15, 1994

Second Amendment to Master Deed drafted by:

William T. Myers of DYKEMA GOSSETT
505 North Woodward Avenue, Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to George J. Mager, Jr., Esq., MAGER, MONAHAN, DONALDSON & ALBER
2400 First National Building, Detroit, Michigan 48226

**SECOND AMENDMENT TO MASTER DEED OF
LAKEPOINTE TOWERS**

Lakepointe A Limited Partnership, a Michigan limited partnership, whose address is 600 Dart Road, P.O. Box 116, Mason, Michigan 48854, being the Developer of Lakepointe Towers, a Condominium Project established pursuant to the Master Deed thereof, recorded on March 1, 1988, in Liber 4376, Pages 628 through 679; First Amendment to Master Deed recorded on October 5, 1988, in Liber 4515, Pages 949 through 950, Macomb County Records, and known as Macomb County Condominium Subdivision Plan No. 271, hereby amends the Master Deed of Lakepointe Towers pursuant to the authority reserved in Article XI for the purpose of increasing the maximum number of units in the Condominium Project from 180 Units to 202 Units. Upon the recording of this Amendment in the office of the Macomb County Register of Deeds, said Master Deed shall be amended in the following manner:

1. The first paragraph of Article VI, Section 1 of the Lakepointe Towers Master Deed as set forth below shall replace and supersede the first paragraph of Article VI, Section 1 as originally recorded.

AMENDED FIRST PARAGRAPH OF ARTICLE VI, SECTION 1

Section 1. **Area of Future Development.** The Condominium Project established pursuant to the initial Master Deed of Lakepointe Towers and consisting of 108 Units is intended to be the first stage of an Expandable Condominium under the Act which may be enlarged, in the discretion of the Developer or its successors and assigns, and which is presently intended to contain in its entirety a maximum of 225 Units. Additional Units, if any, will be constructed upon all or some of the portion of the land lying southwesterly of the Project (hereinafter sometimes referred to as the "area of future development") and more particularly described as follows:

In all respects, other than as hereinabove indicated, the original Master Deed of Lakepointe Towers, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 21 day of June, 1990

WITNESSES:

/s/ J. Dennis Andrus

/s/ Douglas E. Andrus

LAKEPOINTE A LIMITED PARTNERSHIP, a Michigan limited partnership

By: Dart Properties Incorporated, a Michigan corporation, General Partner

By: /s/ Thomas J. Dart
Thomas J. Dart, President

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

The foregoing Second Amendment to Master Deed of Lakepointe Towers was acknowledged before me this 21st day of June, 1990 by Thomas J. Dart, the President of Dart Properties Incorporated, a Michigan corporation, General Partner of Lakepointe A Limited Partnership, a Michigan limited partnership, on behalf of the partnership.

-/s/ Carla M. Miller

Notary Public, Wayne County, Michigan
My commission expires: May 15, 1994

Second Amendment to Master Deed drafted by:

William T. Myers of DYKEMA GOSSETT
505 North Woodward Avenue, Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to George J. Mager, Jr., Esq., MAGER, MONAHAN, DONALDSON & ALBER
2400 First National Building, Detroit, Michigan 48226

**THIRD AMENDMENT TO THE MASTER DEED OF
LAKEPOINTE TOWERS CONDOMINIUM
2003(Act 59, Public Acts of 1978 as amended)
Macomb County Condominium Subdivision Plan No. 271**

LAKEPOINTE TOWERS ASSOCIATION, a Michigan non-profit corporation, being the Association responsible for the management, maintenance, operation and administration of the affairs of LAKEPOINTE TOWERS CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof dated January 13, 1988, and recorded on March 1, 1988, in Liber 4376, Pages 628 through 680, Macomb County Records, and as amended, and known as Macomb County Condominium Subdivision Plan No. 271, hereby amends in the following manner the Master Deed and the Condominium Bylaws, being Exhibit A to 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 Third Amendment to the Master Deed is made this 20th day of January, 2003 by Lakepointe Towers 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 1(e) of the Master Deed shall replace and supersede said original section, which original section shall be of no further force and effect:

(e) **Water.** The water distribution system throughout the Project, including that contained within Unit walls, up to the point of its first entry into each Unit.

The following amended Article IV, Section 1(i) of the Master Deed shall replace and supersede said original section, which original section shall be of no further force and effect:

(i) **Construction.** Foundations, supporting columns, Unit perimeter walls (including the main entry door but excluding the exterior windows and doors therein), roofs, ceilings, corridors and floor construction between Unit levels.

The following amended Article IV, Section 2(f) of the Master Deed shall replace and supersede said original section, which original section shall be of no further force and effect:

(f) **Interior Surfaces.** The interior surfaces of Unit perimeter walls, main entry door, ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

The following new Article IV, Section 3(b) of the Master Deed shall be inserted:

(b) **Exterior Windows and Doorwalls.** The cost of maintenance, repair and replacement of the exterior windows and doorwalls of each unit shall be borne respectively by each of the co-owners of the Condominium units serviced thereby. The Association shall regulate the appearance of the windows and doorwalls. In the event the co-owner fails to properly maintain, repair and replace said windows and doorwalls, the Association may, after notice to the co-owner, contract for said maintenance, repair and replacement and assess the costs thereof to the co-owner, which costs shall be collectible in the same manner as condominium assessments pursuant to Article II of the Condominium Bylaws.

The following new Section 3(d) of Article IV of the Master Deed shall be inserted and the existing sections shall re-lettered:

(d) **Balconies.** The cost of maintenance, repair and replacement of the wooden balconies throughout the Condominium shall be borne respectively by each of the owners of the Condominium units serviced thereby.

The following amended Article VI, Section 1(a) of the Condominium Bylaws shall replace and supersede said original section, which original section shall be of no further force and effect:

Section 1. **Residential Use.**

(a) No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used for purposes consistent with single-family residential use.

The following amended Article VI, Section 2(a) of the Condominium Bylaws shall replace and supersede said original section, which original section shall be of no further force and effect:

Section 2. **Leasing and Rental.**



(a) **Right to Lease.** No owner of a Unit shall rent or lease such unit, provided that any owner renting or leasing a unit at the time of adoption of the provision may continue renting or leasing such unit, except that such right to continue the renting or leasing of the unit shall terminate on June 30, 2004, or upon the first to occur of the following events: 1) Sale of the unit by the person(s) who are owner(s) at the time of adoption of this provision, 2) death of the owner(s), 3) the owner(s) as of the date of adoption of this provision ceases to rent or lease the unit for more than (3) consecutive months. The Board of Directors, upon a written request from the owner(s) may permit a unit owner(s) to lease the unit for a reasonable period of time whenever in its opinion, such action may be necessary or desirable to alleviate a hardship resulting from death, extended illness, transfer or other similar cause. Also, no owner shall be permitted to lease in the first year of ownership, unless given specific permission by the Board of Directors.

(b) **Leasing Procedures.** The leasing of Units shall conform to the following provisions.

(1) A Co-owner desiring to rent or lease a Unit upon special request and approval of the Board of Directors must disclose that fact in writing to the Board of Directors at least 10 days before presenting a lease form to a potential lessee and, at the same time shall supply the Board of Directors with the exact lease for their approval.

The following amended Article VI, Section 3 of the Condominium Bylaws shall replace and supersede said original section, which original section shall be of no further force and effect:

Section 3. **Alterations and Modifications.** (a) No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including without limitation the erection of lights, aerials, antennas, awnings, doors, shutters, or other attachments or modifications to Common Element walls between Units which in any way restrict access to any utility line or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. In order to maintain uniformity of Condominium exterior appearance, no Co-owner shall use any color of drape, drape liner or other window treatment on the exterior side of the windows of his unit other than white, off-white or light beige, the acceptability of which color shall be in the sole discretion of the Association. The Association may approve of such modifications as do not impair the soundness, safety, utility or appearance of the Condominium. In order to maintain the sound conditioning of the Condominium, no finish hardwood or parquet flooring shall be installed without the express written approval of the Association. The minimum requirement for approval shall be a plywood subfloor of no less than five-eighths of an inch thick (5/8"). The Association may take into account the location of such flooring and the degree of noise transmission to the Unit below when approving or disapproving the same. All carpets shall have sufficient padding to prevent undue noise to other Units. The Co-owners shall indemnify and hold the Association harmless from any costs, damages or liabilities incurred in regard to said modification and/or improvement and shall be obligated to execute a modification agreement, if requested by the Association, as a condition for approval of modification or improvement.

(b) Notwithstanding the provisions of Section 3(a) above, the following three (3) types and sizes of antennas may be installed in the Unit or on limited common element areas for which the co-owner has direct or indirect ownership and exclusive use or control, subject to the provisions of this Section and any written rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 9 of these Bylaws: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. Antenna installation on general common element areas is prohibited. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair reception or an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals, and may not extend more than twelve (12) feet above the roofline without preapproval, due to safety concerns. A co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 3(b) and all rules and regulations regarding installation and placement of antennas, installation may begin immediately; if the installation will not comply, or is in any way not routine in accordance with this Section and the rules and regulations, then the Association and co-owner shall meet promptly and within seven (7) days after receipt of the notice by the Association, if possible, to discuss the installation. The Association may prohibit co-owners from installing the aforementioned satellite dishes and/or antennas if the Association provides the co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under Section 207 of the Federal Communication Commission ("FCC") rules. This Section is intended to comply with the rule governing antennas adopted by the FCC effective October 14, 1996, as amended by FCC Orders related September 25, 1998 and November 20, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, and this Section may be modified through rules and regulations promulgated by the Board of Directors pursuant to Section 10 of this Article VI.

(c) A co-owner may make improvements or modifications to the co-owner's unit, including improvements or modifications to common elements and to the route from the public way to the door of the co-owner's unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the unit for persons with disabilities who reside in or regularly visit the unit, or to alleviate conditions that could be hazardous to persons with disabilities. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the condominium complex. The co-owner is liable for the cost of repairing any damage to a common element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions in the condominium documents, but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(d) An improvement or modification allowed by this section that affects the exterior of the unit shall not unreasonably prevent passage by other residents of the condominium complex. A co-owner who has made exterior improvements or modifications allowed by this Section above shall notify the Association in writing of the co-owner's intention to convey or lease his or her condominium unit to another, at least thirty (30) days before the conveyance or lease. Not more than thirty (30) days after receiving a notice from a co-owner under this subsection, the Association may require that the co-owner remove the improvement or modification, at the co-owner's expense. If the co-owner fails to give timely notice of a conveyance or lease, the Association at any time may remove or require the co-

(b) Notwithstanding the provisions of Section 3(a) above, the following three (3) types and sizes of antennas may be installed in the Unit or on limited common element areas for which the co-owner has direct or indirect ownership and exclusive use or control, subject to the provisions of this Section and any written rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 9 of these Bylaws: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. Antenna installation on general common element areas is prohibited. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair reception or an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals, and may not extend more than twelve (12) feet above the roofline without preapproval, due to safety concerns. A co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 3(b) and all rules and regulations regarding installation and placement of antennas, installation may begin immediately; if the installation will not comply, or is in any way not routine in accordance with this Section and the rules and regulations, then the Association and co-owner shall meet promptly and within seven (7) days after receipt of the notice by the Association, if possible, to discuss the installation. The Association may prohibit co-owners from installing the aforementioned satellite dishes and/or antennas if the Association provides the co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under Section 207 of the Federal Communication Commission ("FCC") rules. This Section is intended to comply with the rule governing antennas adopted by the FCC effective October 14, 1996, as amended by FCC Orders related September 25, 1998 and November 20, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, and this Section may be modified through rules and regulations promulgated by the Board of Directors pursuant to Section 10 of this Article VI.

(c) A co-owner may make improvements or modifications to the co-owner's unit, including improvements or modifications to common elements and to the route from the public way to the door of the co-owner's unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the unit for persons with disabilities who reside in or regularly visit the unit, or to alleviate conditions that could be hazardous to persons with disabilities. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the condominium complex. The co-owner is liable for the cost of repairing any damage to a common element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions in the condominium documents, but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(d) An improvement or modification allowed by this section that affects the exterior of the unit shall not unreasonably prevent passage by other residents of the condominium complex. A co-owner who has made exterior improvements or modifications allowed by this Section above shall notify the Association in writing of the co-owner's intention to convey or lease his or her condominium unit to another, at least thirty (30) days before the conveyance or lease. Not more than thirty (30) days after receiving a notice from a co-owner under this subsection, the Association may require that the co-owner remove the improvement or modification, at the co-owner's expense. If the co-owner fails to give timely notice of a conveyance or lease, the Association at any time may remove or require the co-

owner to remove the improvement or modification, at the co-owner's expense. However, the Association may not remove or require the removal of an improvement or modification if a co-owner conveys or leases his or her condominium unit to a person with disabilities who needs the same type of improvement or modification or has a person residing with him or her who requires the same type of improvement or modification, and resides with the person.

(e) If a co-owner makes an exterior improvement or modification allowed under this Section, the co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state naming the Association of co-owners as an additional insured, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification, but the co-owner is not liable for acts or omissions of the Association with respect to the exterior improvement or modification, and the co-owner shall not be required to maintain liability insurance with respect to any common element. The Association is responsible for maintenance, repair and replacement of the improvement or modification only to the extent of the cost currently incurred by the Association for maintenance, replacement, and repair of the common elements covered or replaced by the improvement or modification. All cost of maintenance, repair and replacement of the improvement or modification exceeding that currently incurred by the Association for maintenance, repair and replacement of the common elements covered or replaced by the improvement or modification shall be assessed to and paid by the co-owner or the unit serviced by the improvement or modification.

(f) Before an improvement or modification allowed by this Section is made, the co-owner shall submit plans and specifications for the improvements or modifications to the Association for review and approval. The Association shall determine whether the proposed improvement or modification substantially conforms to the requirements of this Section, but shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this Section, and shall deliver that list to the co-owner. The Association shall approve or deny the proposed improvement or modification not later than sixty (60) days after the plans and specifications are submitted by the co-owner proposing the improvement or modification to the Association. If the Association does not approve or deny submitted plans and specifications within the sixty (60) day period, the co-owner may make the proposed improvement or modification without the approval of the Association. A co-owner may bring an action against the Association and the officers and directors to compel those persons to comply with this section if the co-owner disagrees with a denial by the Association of the co-owner's proposed improvement or modification.

(g) As used herein, "person with disability" means that term as defined in Section 2 of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1502 of the Michigan Compiled Laws.

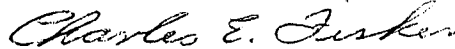
The following amended Article IV, Section 2(f) of the Master Deed shall replace and supersede said original section, which original section shall be of no further force and effect:

Section 2. **Recovery of Costs.** In the event of a default of the condominium documents by a co-owner, lessee, tenant, non-co-owner occupant or resident and/or guest, the Association shall be entitled to recover from the co-owner, lessee, tenant, non-co-owner occupant or resident and/or guest the pre-litigation costs and attorneys' fees incurred in obtaining their compliance with the condominium documents. In any proceeding arising because of an alleged default by any Co-owner, lessee, tenant, non-co-owner occupant or resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding and its reasonable attorneys' fees, (not limited to statutory fees), but in no event shall any Co-owner be entitled to recover such attorneys' fees. The Association, if successful, shall also be entitled to recoup the costs and attorneys' fees incurred in defending any claim, counter-claim or other matter from the co-owner, lessee, tenant non-co-owner occupant or resident and/or guest, asserting the claim, counter-claim or other matter against the Association.

This Amendment is based upon the consent of more than sixty-six and 2/3rds (66-2/3rds) percent of all 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 Third Amendment to the Master Deed to be executed this 20th day of January, 2003.

LAKEPOINTE TOWERS ASSOCIATION,
a Michigan Non-Profit corporation

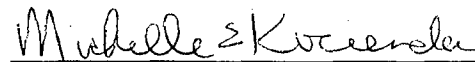


By: Charles E. Fisher
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

On this 20th day of January, 2003, the foregoing Third Amendment to the Master Deed was acknowledged before me by Charles E. Fisher, President of LAKEPOINTE TOWERS ASSOCIATION, a Michigan Non-Profit Corporation, on behalf of and by authority of the Corporation.

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



Michelle E. Kocienda
Notary Public, Wayne County, MI
Acting in Macomb County
My Commission Expires: 06/23/05

MICHELLE E KOCIENDA
Notary Public, Wayne County, MI
My Commission Expires Jun 23, 2005

**FOURTH AMENDMENT TO THE MASTER DEED OF
LAKEPOINTE TOWERS CONDOMINIUM
2013(Act 59, Public Acts of 1978 as amended)
Macomb County Condominium Subdivision Plan No. 271**

LAKEPOINTE TOWERS ASSOCIATION, a Michigan non-profit corporation, being the Association responsible for the management, maintenance, operation and administration of the affairs of LAKEPOINTE TOWERS CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof dated January 13, 1988, and recorded on March 1, 1988, in Liber 4376, Pages 628 through 679, Macomb County Records, and as amended by the First Amendment recorded in Liber 4515, Pages 949 through 950, the Second Amendment recorded in Liber 4952, Page 734 and the Third Amendment recorded in Liber 12816, Pages 625 through 627, and known as Macomb County Condominium Subdivision Plan No. 271, hereby amends in the following manner the Master Deed and the Condominium Bylaws, being Exhibit A to 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. The purpose of this Amendment is to correct errors in the percentages of value assigned to certain units in the Condominium to conform the percentages to how the units were actually constructed as compared to how they were originally intended to be constructed.

This Fourth Amendment to the Master Deed is made this 12th day of March, 2013 by Lakepointe Towers 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 percentages of value assigned to the following units in Article V, Section 3 of the Master Deed are revised as follows:

<u>Unit</u>	<u>Percentage of Value</u>
1	1.00478
2	.069042
23	1.00478
24	.069042
25	.069042
26	1.00478
41	1.00478
42	.069042
43	.069042
44	1.00478
59	1.00478
60	.069042
61	.069042
62	1.00478
77	1.00478
78	.069042
79	.069042
80	1.00478
95	1.00478
96	.069042

First Amended Sheets 1, 5, 6, 6A, 10, 10A, 10B, 10C and 11 of the Condominium Subdivision Plan of Lakepointe Towers Condominium, as attached hereto, shall, upon recordation in the office of the Macomb County Register of Deeds of this Amendment, replace and supersede Sheets 1, 5, 6, 6A, 10, 10A, 10B, 10C and 11 of the Condominium Subdivision Plan of Lakepointe Towers Condominium as originally recorded, and the originally sheets 1, 5, 6, 6A, 10, 10A, 10B, 10C and 11 shall be of no further force and effect.

This Amendment is based upon the unanimous consent of all of the affected co-owners.

In all other respects other than as herein above indicated, the original Master Deed of Lakepointe Towers Condominium as previously amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

IN WITNESS WHEREOF, the Association has caused this Fourth Amendment to the Master Deed to be executed this 12TH day of March, 2013.

LAKEPOINTE TOWERS ASSOCIATION,
a Michigan Non-Profit corporation

Charles E. Fisher

By: Charles E. Fisher
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

On this 12TH day of March, 2013, the foregoing Fourth Amendment to the Master Deed was acknowledged before me by Charles E. Fisher, President of LAKEPOINTE TOWERS ASSOCIATION, a Michigan Non-Profit Corporation, on behalf of and by authority of the Corporation.

Suzanne M. Padilla

Notary Public, Wayne County, MI
Acting in Macomb County

My Commission Expires: 10/6/2013

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

SUZANNE M. PADILLA Notary Public, State of Michigan County of Wayne My Commission Expires Oct. 06, 2013 Acting in the County of <u>Macomb</u>
