

**SIXTH AMENDMENT TO THE MASTER DEED OF  
LAKEPOINTE TOWERS CONDOMINIUM**

This Sixth Amendment to the Master Deed of Lakepointe Towers Condominium is made and executed this <sup>19th</sup> day of September, 2016, by Lakepointe Towers Association, a Michigan nonprofit corporation (the "Association"), represented herein by Jeffrey Gaydos, the President of the Association, who is fully empowered and qualified to act on behalf of the Association in pursuance of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

**RECITALS:**

A. The Association, the nonprofit corporation organized for the administration and management of Lakepointe Towers Condominium (the "Condominium"), a condominium project established pursuant to the Master Deed recorded in Liber 4376, Pages 628 through 679, as amended by the First Amendment recorded in Liber 4515, pages 949 through 950, the Second Amendment recorded in Liber 4952, Page 734, the Third Amendment recorded in Liber 12816, Pages 625 through 627, the Fourth Amendment recorded in Liber 22007, Pages 519 through 520, and the Fifth Amendment recorded in Liber 23124, Pages 827 through 828, Macomb County Records (the "Master Deed"), and known as Macomb County Condominium Subdivision Plan No. 271, desires to amend the Condominium Bylaws, Exhibit A to the Master Deed (the "Condominium Bylaws"), pursuant to the authority granted by Section 90 of the Condominium Act (MCL §559.190), for the purpose of clarifying responsibility for the cost of repairing damage caused by water from a co-owner's unit.

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

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

NOW THEREFORE, the following change is hereby made to the Condominium Bylaws:

1. Article VI Section 13 of the Condominium Bylaws shall, upon recording of this Amendment with the Macomb County Register of Deeds, be deleted in its entirety and replaced with the following new Section:

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse

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of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision. in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Notwithstanding anything to the contrary contained in this Section or elsewhere in the Condominium Documents, each Co-owner is responsible for the cost to repair any damage caused by any water leaking from their Unit's, refrigerators, icemakers, water dispensers, water purifiers, humidifiers, sinks, laundry tubs, garbage disposers, water service lines inside Units, dishwashers, washing machines, hot water tanks, toilets, toilet seals, bathtubs, showers and water spills. Co-owners shall also be responsible to perform ordinary drain and trap maintenance inside or servicing their Units up to the main drain in order to insure proper water flow and for any damage or costs that may result from failure to do so. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

2. In all other respects, the Master Deed, including the Condominium Bylaws and the Condominium Subdivision Plan, as previously recorded and amended, are hereby ratified and confirmed.

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

Lakepointe Towers Association,  
a Michigan Nonprofit Corporation

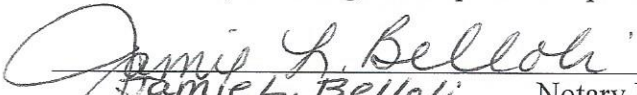
By:   
Name: Jeffrey Gaydos  
Title: President

STATE OF MICHIGAN )

) ss:

COUNTY OF MACOMB )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2016 by Jeffrey Gaydos, the President of Lakepointe Towers Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

  
Daniel L. Belloli, Notary Public  
Macomb County, Michigan  
Acting in Macomb County, Michigan  
My Commission Expires: 11.27.2018

Document drafted by and when recorded return to:  
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