

CLERK OF THE COUNTY OF OAKLAND
MICHIGAN
RECORDED
INDEXED

5848 REG 726

72 31038

1st

8700

4/30

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS CLERK

572 17 10 34

LET OFFICER OF
POWELL, PEREK
CARR & JACQUES
ONE SHAWNEE LANE SUITE
PORTLAND, MICH. 48764
423-0000

AMENDED MASTER DEED

"THE WATER'S EDGE" - A CONDOMINIUM (as extended)

(Act 229, Public Act of 1963, as amended)
OAKLAND COUNTY CONDOMINIUM No. 27

WHEREAS, Developer has heretofore executed a Master Deed covering the following parcel of land and situated in the Township of Independence, County of Oakland, State of Michigan, described as follows:

Part of the S.E. 1/4 of the S.W. 1/4 of Section 32, T4N, R9E, Independence Township, Oakland County, Michigan, described as: Commencing at the center of said Sec. 32; thence S. 00° 51' 30" W, 1331.73 ft. along the N and S 1/4 line of said Sec. 32; thence N. 88° 58' 25" W, 348.70 ft.; thence continuing N 88° 58' 25" W, 979.01 ft. along the North line of "Waterford Hill Manor No. 3", a subdivision recorded in Liber 113 of Plats, Pages 22 and 23, Oakland County Records; thence S. 02° 22' 00" W, 531.41 ft. along the West line of said subdivision and the North and South 1/8 line of the SW 1/4 of said Sec. 32; thence South 56° 16' 55" E, 389.67 ft. along the centerline of Andersonville Road and the South line of said subdivision; thence S8ly 70.00 ft. along the arc of a 2005.35 ft. radius curve, concave to the NE, chord S. 57° 16' 55" E, 70.00 ft. along the centerline of said Andersonville Road and the South line of said subdivision to the POINT OF BEGINNING; thence S8ly 121.04 ft. continuing along the arc of said 2005.35 ft. radius curve, concave to the NE, chord S. 60° 07' 40" E. 121.02 ft., along said centerline of Andersonville Road and the South line of said subdivision; thence S8ly 4.09 ft. continuing along the arc of said 2005.35 ft. radius curve, concave to the NE, chord S. 61° 47' 55" E., 4.09 ft. along said centerline of Andersonville Road; thence S. 61° 51' 25" E., 306.38 ft. along said centerline of Andersonville Road to "Reference Point A"; thence S. 61° 51' 25" E., 37.00 ft. along the centerline of Andersonville Road to the centerline of the Clinton River; thence SWly along the centerline of said River to the South line of said Section 32; thence Wly along the South line of said Section 32 to a point; thence N. 02° 24' 36" E. along a line to "Reference Point B"; N. 02° 24' 36" E., 103.74 ft.; thence N. 74° 17' 36" E., 36.00 ft.; thence N. 12° 42' 24" W 50.00 ft.; thence N. 83° 54' 28" E., 77.24 ft.; thence N. 31° 43' 05" S., 125.00 ft. to the POINT OF BEGINNING.

The Mean Traverse Line along the shoreline of Lester Lake for the above described property is described as: Beginning at said "Reference Point A"; thence S. 39° 03' 35" W. 110.00 ft.; thence N. 85° 21' 25" W., 328.00 ft.; thence S. 85° 55' 13" W., 153.27 ft. to said "Reference Point B" and the POINT OF ENDING. Subject to existing Right-of-Way for Andersonville Road across the N8ly 33.00 ft. of the above description, the above description contains 3.0 acres, more or less.

WHEREAS, said Master Deed provided that said parcel of land shall be and continue as a Condominium project in accordance with the provisions of Act 229 of the Public Act of Michigan of 1963,

4202

The Powell will be complete

Doc 5848 No. 727

as amended; and

WHEREAS, said Master Deed has been recorded in Liber 5708, Page 7-33, et. seq. Oakland County Records; and

WHEREAS, Paragraph Eleventh of said Master Deed provides that "Any other provisions of this Master Deed notwithstanding, the territorial limits of the Condominium shall, at the request of Developer, be extended to include all or any part of the following adjoining land or Condominiums thereon which shall be developed by Developer:

Part of the SE 1/4 of the SW 1/4 of Section 32, T4N, R9E, Independence Township, Oakland County, Michigan, described as: Commencing at the center of said Section 32; thence S 00° 51' 30" W. 1331.73 ft. along the North and South 1/4 line of said Section 32; thence N. 85° 50' 25" W. 1327.71 ft. along the North line of "Waterford Hill Manor No. 3", a subdivision recorded in Liber 113 of Plans, Pages 23 and 23, Oakland County Records; thence S. 02° 22' 00" W. 531.41 ft. along the West line of said subdivision and the North and South 1/8 line of the SW 1/4 of said Section 32 to the point of beginning and the centerline of Andersonville Road; thence S. 56° 16' 55" E. 389.67 ft. along said centerline and the South line of said subdivision; thence along the arc of a curve to the left along the centerline of Andersonville Road and the South line of said subdivision. (Radius=2005.35 ft.; Delta = 2° 00' 00"; Long Chord bears S. 87° 16' 55" E.; Chord Length = 70.00 ft.) an arc distance of 70.00 ft.; thence S. 31° 43' 05" W. 128.00 ft.; thence S. 83° 54' 28" W., 77.24 ft.; thence S. 12° 42' 24" E. 50.00 ft.; thence S. 74° 17' 36" W., 36.00 ft.; thence S. 02° 24' 36" W., 103.74 ft. to "Reference Point B"; thence S. 02° 24' 36" W., along a line to the South line of said Section 32; thence Wly along the South line of said Section 32 to the North and South 1/8 line of the SW 1/4 of said Section 32; thence N. 01° 12' 36" E. along said 1/8 line to "Reference Point C"; thence N. 01° 12' 36" E. 513.53 ft. along said North and South 1/8 line to the centerline of Andersonville Road and the point of beginning.

The Mean Traverse Line along the shoreline of Lester Lake for the above described property is described as: Beginning at said "Reference Point B"; thence S. 85° 55' 13" W. 161.63 ft.; thence N. 65° 02' 24" W. 68.50 ft. to said "Reference Point C" and the point of ending. SUBJECT TO an existing right-of-way for Andersonville Road across the NEly 13.00 ft. of above description, which contains 4.0 acres, more or less.

WHEREAS, pursuant to the provisions of said Paragraph Eleventh, Developer has made application to so extend the territorial limits of the condominium to include all of said adjoining lands or condominiums thereon;

NOW, THEREFORE, in the Township of Independence, County of Oakland, State of Michigan, on this 25 day of FEBRUARY, 1972, W.M.R. INVESTMENT COMPANY, a limited partnership organized and existing under the laws of the State of Michigan whose principal office is situated at 6788 Balmoral Terrace, Waterford Township, Michigan, sometimes hereinafter referred to as Developer, represented in this Amended Master Deed by its General Partners,

LAND OFFICE OF
POWELL, PERER,
CARR & JACKSON
200 S. BLAINE ST. 4TH FL.
PORTLAND, OREGON 97204
022-0000

DN 5848 REC 728

who are fully empowered and qualified to execute this Amended Master Deed on behalf of said limited partnership does hereby state:

FIRST: Developer has heretofore executed a Master Deed which has been recorded in Liber 5708, Page 7-33, et. seq. Oakland County Records, declaring that the following parcel of land situated in the Township of Independence, County of Oakland, State of Michigan, shall be and continue as a Condominium project:

Part of the S.E. 1/4 of the S.W. 1/4 of Section 32, T4N, R9E, Independence Township, Oakland County, Michigan, described as: Commencing at the center of said Sec. 32; thence S. 00° 51' 30" N., 1331.73 ft. along the North and South 1/4 line of said Sec. 32; thence W. 85° 58' 25" W., 348.70 ft.; thence continuing W. 85° 58' 25" W., 979.01 ft. along the North Line of "Waterford Hill Manor No. 37" a subdivision recorded in Liber 113 of Plate, Pages 22, and 23, Oakland County Records; thence S. 02° 22' 00" W. 531.41 ft. along the West line of said subdivision and the North and South 1/2 line of the SW 1/4 of said Sec. 32; thence S. 56° 16' 55" E., 389.67 ft. along the centerline of Andersonville Road and the South line of said Subdivision; thence S1/4 70.00 ft. along the arc of a 2005.35 ft. radius curve, concave to the NE, chord S. 57° 16' 55" E., 70.00 ft. along the centerline of said Andersonville Road and the South line of said subdivision to the POINT OF BEGINNING; thence S1/4 131.04 ft. continuing along the arc of said 2005.35 ft. radius curve, concave to the NE, chord S. 60° 07' 40" E. 131.02 ft. along said centerline of Andersonville Road and the South line of said subdivision; thence S1/4 4.09 ft. continuing along the arc of said 2005.35 ft. radius curve, concave to the NE, chord S. 61° 47' 55" E., 4.09 ft. along said centerline of Andersonville Road; thence S. 61° 31' 25" E., 106.38 ft. along said centerline of Andersonville Road to "Reference Point A"; thence S. 61° 31' 25" E., 37.00 ft. along the centerline of Andersonville Road to the centerline of the Clinton River; thence SW1/4 along the centerline of said River to the South line of said Section 32; thence W1/4 along the South line of said Section 32 to a point; thence N. 07° 24' 36" E. along a line to "Reference Point B"; W. 07° 24' 36" E., 103.74 ft.; thence N. 74° 17' 36" E., 36.00 ft.; thence N. 17° 42' 24" W., 50.00 ft.; thence W. 83° 54' 28" E., 77.26 ft.; thence N. 31° 43' 05" E., 125.00 ft. to the POINT OF BEGINNING.

The Mean Traverse Line along the shoreline of Lester Lake for the above described property is described as: Beginning at said "Reference Point A"; thence S. 39° 03' 35" W. 110.00 ft.; thence N. 85° 21' 25" W., 328.00 ft.; thence S. 83° 55' 13" W., 153.27 ft. to said "Reference Point B" and the POINT OF ENDING. Subject to existing right-of-way for Andersonville Road across the NE1/4 33.00 ft. of the above description, the above description contains 3.0 acres, more or less.

which is subject to a construction mortgage to Pontiac State Bank executed by Developer and which has and mortgages by the co-owners covering portions of said parcel of land, and further subject to easements and restrictions of record.

SECOND: Developer owns an additional parcel of land situated in the Township of Independence, County of Oakland, State of

LAB DRAFTER BY
POWELL, PERER,
GARR & JACQUES
1000 GRANDVIEW LANE BLDG
PONTIAC, MICH. 48066
313-8999

Doc 5848 PAGE 729

Michigan, described as follows:

Part of the SE 1/4 of the SW 1/4 of Section 32, T4N, R9E, Independence Township, Oakland County, Michigan, described as: Commencing at the center of said Section 32; thence S 00° 51' 30" W. 1331.73 ft. along the North and South 1/4 line of said Section 32; thence W. 88° 58' 25" W. 1327.71 ft. along the North line of "Waterford Hill Manor No. 3", a subdivision recorded in Liber 133 of Plats, Pages 22 and 23, Oakland County Records; thence S. 02° 22' 00" W. 531.41 ft. along the West line of said subdivision and the North and South 1/8 line of the SW 1/4 of said Section 32 to the point of beginning and the centerline of Andersonville Road; thence S. 56° 16' 35" E. 389.67 ft. along said centerline and the South line of said subdivision; thence along the arc of a curve to the left along the centerline of Andersonville Road and the South line of said subdivision, (Radius = 2005.33 ft., Delta = 2° 00' 00"; Long Chord bears S. 57° 16' 55" E., Chord Length = 70.00 ft.) an arc distance of 70.00 ft.; thence S. 31° 43' 05" W. 125.00 ft.; thence S. 83° 54' 28" W., 77.24 ft.; thence S. 12° 42' 24" E. 50.00 ft.; thence S. 74° 17' 36" W., 36.00 ft.; thence S. 02° 24' 36" W., 103.74 ft. to "Reference Point B"; thence S. 02° 24' 36" W., along a line to the South line of said Section 32; thence Wly along the South line of said Section 32 to the North and South 1/8 line of the SW 1/4 of said Section 32; thence N. 01° 12' 36" E. along said 1/8 line to "Reference Point C"; thence N. 01° 12' 36" E. 513.55 ft. along said North and South 1/8 line to the centerline of Andersonville Road and the point of beginning.

The Mean Traverse Line along the shoreline of Lester Lake for the above described property is described as: Beginning at said "Reference Point B"; thence S. 85° 55' 13" W. 161.63 ft.; thence N. 65° 02' 24" W. 68.50 ft. to said "Reference Point C" and the point of ending. SUBJECT TO an existing right-of-way for Andersonville Road across the NEly 33.00 ft. of above description, which contains 4.0 acres, more or less.

THIRD: The enlarged parcel of land as extended by this Amended Master Deed, consisting of said original parcel of land together with said additional parcel of land, as described as follows:

Part of the SE 1/4 of the SW 1/4 of Section 32, T4N, R9E, Independence Township, Oakland County, Michigan, described as: Beginning at a point in the centerline of Andersonville Road, located S. 00° 51' 30" W. 1331.73 ft. along the N & S 1/4 line of Section 32 to the NE corner of "Waterford Hill Manor No. 3", a subdivision recorded in Liber 133, Pages 22 and 23 of Plats of Oakland County Records; and W. 80° 58' 25" W. 1327.71 ft. along the North line of said subdivision; and S 02° 22' 00" W. 531.41 ft. along the West line of said subdivision and the N & S 1/8 line of the SW 1/4 of Section 32 from the center of Section 32, T4N R9E; thence from said point of beginning S 56° 16' 35" E. 389.67 ft. along the centerline of Andersonville Road and the South line of "Waterford Hill Manor No. 3"; thence on a curve to the left (Radius = 2005.33 ft., Delta = 05° 27' 30", LC = S 59° 00' 40" E 190.97 ft.) an arc distance of 191.04 ft. along the centerline of said road and the south line of said subdivision to the SE corner of said

LAW OFFICE OF
POWELL, PEREZ,
CARR & JACQUES
1000 BUSINESS LANE 2000
PORTLAND, MICH. 48864
313-8888

subdivision; thence on a curve to the left (R=2003.38 ft., Delta=00° 07' 00", LC=8 61° 47' 55" E, 4.09 ft.) an arc distance of 4.09 ft. along said centerline; thence S 61° 51' 25" E, 306.38 ft. along said centerline to "Reference Point A"; thence continuing S 61° 51' 25" E, 37.00 ft. along said centerline of Andersonville Road to the centerline of the Clinton River; thence southwesterly along the centerline of the Clinton River to the South line of Sec. 32; thence Wly along the South line of Section 32 to the S 1/8 corner of the SW 1/4 of Section 32; thence N 01° 12' 36" E to the Waters Edge of Lester Lake; thence N. 01° 12' 36" E 31 ft. more or less to "Reference Point C"; said Point C located S 39° 03' 35" W 110.00 ft. and N 85° 21' 25" W and S 85° 55' 13" W 153.27 ft. and N 85° 36' 00" W 224.10 ft. from "Point A"; thence N 01° 12' 36" E 513.53 ft. to point of beginning. Containing 7 acres, more or less. SUBJECT TO an existing right-of-way over the NELY 33 ft. for Andersonville Road.

FOURTH: Developer hereby declares on behalf of itself, its successors, grantees and assigns, to its grantees and their respective heirs, successors and assigns as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the real property hereinbefore described as follows:

A. Said enlarged parcel of land from and after the date of the recording of this Amended Master Deed in the office of the Register of Deeds of Oakland County, Michigan, shall be and continue as a condominium project in accordance with the provisions of Act 229 of the Public Act of Michigan of 1943, as amended, and shall be further subject to all of the provisions of said Public Act, this Amended Master Deed and the By-laws incorporated herein and from time to time amended as provided by law.

B. The administering body authorized to administer the affairs of this condominium project shall be WATER'S EDGE CONDOMINIUM ASSOCIATION, a non-profit corporation organized under the laws of the State of Michigan, as hereinafter referred to in the By-laws incorporated herein.

FIFTH: The project consists of five buildings containing forty-six (46) individual one-family townhouses, all for residential purposes. Each of said dwelling units is capable of individual utilization on account of having its own exit to a common element of the project, and is attached by a common party wall or walls. Said buildings are designed in the plans attached hereto as Amended Exhibit B by the letters "A" through "E". Each of said dwelling units will be sold to a co-owner, each co-owner obtaining fee simple title to the dwelling unit and the land immediately under such dwelling unit, together with an undivided interest in the common elements of the project as hereinafter listed in this Amended Master Deed.

SIXTH: The dwelling units, including the number, boundaries, dimensions and area of each dwelling unit, are described more particularly in Paragraph Eighth hereof and Exhibit B attached hereto. The dwelling units are numbered consecutively from 1 through 46 inclusive.

SEVENTH: The following facilities and elements of the project are common elements:

LAW OFFICE OF
 POWELL, PERES,
 CARR & JACQUES
 600 GILBERT LANE SUITE
 2000, WEST LANSING
 482-4000

A. The general common elements of the project are:

- (1) The parcel of land described in Paragraph Third hereof, including all sidewalks and walkways, less the land to which a co-owner has fee simple title and less the limited common elements, as set forth in Paragraph Seventh (B).
- (2) Except as otherwise provided in this Paragraph Seventh, all parts of the improvements which are not included within said land to which a co-owner has fee simple title, excepting the limited common elements hereinafter described.
- (3) An easement of support in every portion of another dwelling unit which contributes to the support of the building, and adjacent areas to which same may shift due to elements of ground conditions.
- (4) The roofs, wiring, heat ducts and their supporting materials.
- (5) Sewage, drainage and water systems and all equipment pertaining thereto, and the area in which they are located.
- (6) The Community Building and its facilities, the incinerators, and in general all devices and installations existing for common use.
- (7) All other elements of the condominium project or amended condominium project (as provided in Paragraph Thirteenth not hereinafter designated as limited common elements which are intended for common use or necessary to the existence, upkeep and safety of the project or amended project.
- (8) All utility installations and the areas in which located, when they service multiple units, including adjacent areas for entry for repair, maintenance and service.

B. The limited common elements of the project are a covered parking space appurtenant to each dwelling unit, and a patio appurtenant to each dwelling unit, the balcony appurtenant to specific dwelling units and the fireplace appurtenant to specific dwelling units, which are designated by the unit number to which they are assigned. Said limited common elements are reserved in this Amended Master Deed for the use of specified dwelling units to the exclusion of the other dwelling units, and are more particularly set forth in Exhibit B attached hereto.

C. No co-owner shall use his dwelling unit or the general or limited 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 another co-owner in the use and enjoyment of his dwelling unit or the general or limited common elements.

EIGHTH: The dwelling units in the condominium are located and described in the plan of "THE WATER'S EDGE" (as extended) as surveyed and prepared by Robert McGinnis, Civil Engineer and Surveyor, Pontiac, Michigan, and attached hereto as Amended Exhibit B. There exists an individual set of amended coordinates applicable to each building, as fully set forth in Exhibit B. The land to which a co-owner shall obtain fee simple title shall include all that land under and within the space contained within the four horizontal lines connecting the four corners delineated by the coordinate points given for each corner, less any general common elements contained therein.

LAW OFFICES OF
POWELL, FERRER,
GARR & JACQUES
1000 UNIVERSITY AVE. SUITE 1000
ANN ARBOR, MICH. 48106
313-763-0000

A. The percentage of value assigned to each dwelling unit in the condominium is hereinafter set forth in subparagraph B hereof. The percentage of value assigned to each dwelling unit shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of administration and for voting purposes. The total value of the project is 100%.

B. The percentage value of all dwelling units and the respective buildings, designated by number and letter respectively, as identified on the condominium subdivision plans, is as follows:

BUILDING "A"

TOWNHOUSE NO. 1	- 2.287%
" NO. 2	- 2.213%
" NO. 3	- 2.213%
" NO. 4	- 2.213%
" NO. 5	- 2.213%
" NO. 6	- 2.213%
" NO. 7	- 2.213%
" NO. 8	- 2.213%
" NO. 9	- 2.213%
" NO. 10	- 2.287%

BUILDING "D"

TOWNHOUSE NO. 29	- 2.213%
" NO. 30	- 2.146%
" NO. 31	- 2.063%
" NO. 32	- 2.063%
" NO. 33	- 2.063%
" NO. 34	- 2.138%

BUILDING "B"

TOWNHOUSE NO. 11	- 2.287%
" NO. 12	- 2.213%
" NO. 13	- 2.213%
" NO. 14	- 2.213%
" NO. 15	- 2.213%
" NO. 16	- 2.213%
" NO. 17	- 2.213%
" NO. 18	- 2.287%

BUILDING "E"

TOWNHOUSE NO. 35	- 2.138%
" NO. 36	- 2.063%
" NO. 37	- 2.063%
" NO. 38	- 2.063%
" NO. 39	- 2.063%
" NO. 40	- 2.063%
" NO. 41	- 2.063%
" NO. 42	- 2.063%
" NO. 43	- 2.063%
" NO. 44	- 2.063%
" NO. 45	- 2.063%
" NO. 46	- 2.138%

BUILDING "C"

TOWNHOUSE NO. 19	- 2.287%
" NO. 20	- 2.213%
" NO. 21	- 2.213%
" NO. 22	- 2.213%
" NO. 23	- 2.213%
" NO. 24	- 2.213%
" NO. 25	- 2.213%
" NO. 26	- 2.213%
" NO. 27	- 2.213%
" NO. 28	- 2.287%

NINTH: So long as the Developer owns one or more dwelling units in the project, the Developer shall be subject to the provisions of the Amended Master Deed and Exhibits A and B attached hereto. The Developer covenants to take no action which will adversely effect the rights of the association of co-owners with respect to assurances against latent defects in the project or other rights assigned to the association of co-owners by reason of the establishment of the condominium.

TENTH: The percentage hereinbefore allocated to each dwelling unit in Paragraph Eighth shall not be changed without the unanimous consent of all of the co-owners expressed in an amendment to this Amended Master Deed duly approved and recorded.

LAW OFFICES OF
 POWELL, FERRIS,
 CARR & JACQUES
 1000 MARKET STREET, SUITE 2000
 SAN FRANCISCO, CALIF. 94102
 415-774-0000

Doc 5848 p. 733

ELEVENTH: If the condominium project is totally or partially damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-laws attached hereto as Exhibit A.

TWELFTH: In the event any portion of a dwelling unit or common element encroaches upon another dwelling unit or common element due to shifting, settling or moving of the building, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists.

The condominium shall have a permanent easement for the purpose of maintaining and repairing of the exterior of the dwelling units, the external improvements and the common elements, which easement shall be administered by the Association.

All agencies and companies furnishing utility services such as light, heat, power, water, communications, sewage and rubbish disposal, shall have an easement across said parcel of land described in Paragraph Third and through the buildings, improvements and structures thereon and in any wall or structure used or to be used for the installation, repair or maintenance of such services. Any costs, not paid for by the utility company, incurred in the opening and repairing of any wall or structure to install, repair or maintain such utility services shall be an expense of administration to be assessed in accordance with the By-laws attached hereto as Exhibit A.

In accordance with State and Local governmental requirements all water mains and equipment serving the condominium project have been conveyed to the Township of Independence. In order to maintain and repair said system, its mains and equipment, which are located on the property described in Paragraph THIRD A, a 12 foot easement has been granted to the Township of Independence, being more particularly described as:

As easement 12 ft. in width the centerline of which is part of the SE 1/4 of the SW 1/4 of Section 32, T4N, R9E, Independence Township, Oakland County, Michigan, and described as beginning at a point in the centerline of the Clinton River located S 00° 31' 30" W 1331.73 ft. and N 88° 58' 25" W 1327.71 ft. and S 02° 22' 00" W 531.41 ft. and S 56° 16' 53" N 389.67 ft. and S 59° 00' 40" E 190.97 ft. and S 61° 47' 55" E 4.09 ft. and S 61° 31' 25" E 306.38 ft. and S 39° 03' 33" W 56.00 ft. and S 64° 50' 00" E 50 ft. 1/2 from the center of Section 32, T4N, R9E; Th from said point of beginning of the centerline of easement, W 46° 50' 00" W 50 ft. 1/2; Th N 61° 38' 00" W 177.00 ft. to point D; Th continuing N 61° 38' 00" W 172.00 ft. to point E; Th S 20° 21' 00" W 45.86 ft. to point F; Th S 06° 45' 00" W 40.90 ft.; Th E 82° 53' 00" W 318.00 ft.; Th N 02° 35' 00" E 80.00 ft.; Th N 18° 40' 00" E 46.24 ft.; Th S 77° 10' 00" E 36.00 ft.; to point C; Th continuing S 77° 10' 00" E 138.00 ft.; Th S 87° 35' 00" E 45.00 ft. to point H; Th continuing S 87° 35' 00" E 88.00 ft. to point F.

Also beginning at point D; Th N 28° 22' 00" E 25.00 ft.

Also beginning at point E; Th N 61° 38' 00" W 17.00 ft.

Also beginning at point G; Th S 10° 50' 00" W 40.00 ft.

Also beginning at point H; Th N 20° 00' 00" E 30.00 ft.

LAW OFFICE OF
POWELL, PERER,
GARR & JACOBS
2000 UNIVERSITY LN S SUITE
PORTLAND, MICH 48864
443-0000

5848 REC 734

For requirements of the Township of Independence as set forth in the Township Water Supply Agreement the Township shall operate the Condominium water system at the expense of the Developer until turned over, then by the Condominium Association when operative.

All expenses of the system as well as the water supply shall be chargeable to the Condominium or pro-rated to the Co-owners.

Further, a fund established by the Developer shall be maintained as an operating fund by the Condominium at all times to insure that no public funds will be expended on said system.

THIRTEENTH: The condominium project shall not be waived, vacated or revoked, or any of the provisions herein amended, excepting the developer shall have the absolute right to amend the Master Deed and its exhibits to correct errors and impracticable provisions found therein, and except as hereinafter provided, unless all of the co-owners and the mortgagees of all the mortgages covering the dwelling units unanimously agree to such waiver, termination, revocation or amendment by duly approved and recorded instruments.

Pursuant to the Michigan Horizontal Real Property Act, the undivided interest in said general common elements shall be appurtenant to each dwelling unit. Such undivided interest may not be partitioned.

FOURTEENTH: All terms used in this Amended Master Deed shall be construed to have the same meaning as defined in Section 2 of Act 239 of the Public Acts of Michigan of 1963, as amended. The term "dwelling unit", as used in this Amended Master Deed and the By-Laws, shall be construed to be synonymous with the term "Apartment", as defined in said Section 2.

W.M.R. INVESTMENT COMPANY, a Limited Partnership

WITNESSES:

Christina [Signature]
Notary Public
Donna Wehr
Notary Public

William Dennis
General Partner
Robert W. Tison
General Partner

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 25 day of FEBRUARY, A.D. 1977, before me, a Notary Public in and for said County, appeared William Dennis and Robert W. Tison to me personally known, who being duly sworn by me, did say that they are general partners in and representing the interest of W.M.R. Investment Company, a Limited Partnership named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said limited partnership and alleged said instrument to be the free act and deed of said limited partnership.

LAD OFFICE OF
POWELL, PERES,
GARR & JACQUES
1000 SOUTHWEST LANE SUITE
1000 FAYETTE, MIAMI, 33130
305-555-0000

OAKLAND COUNTY TREASURER'S
CERTIFICATE

Donna Wehr
Donna Wehr, Notary Public
Oakland County, Michigan
My commission expires: 1/9/76

Drafted by:
Lawrence Natinsky, Atty.
3505 Elizabeth Lake Road
Pontiac, Michigan 48054

Township of Independence
Treasurer's Certificate