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First AMENDMENT TO MASTER DEED OF.

FAIRWAY ESTATES CONCOMINIUM (Act 59, Public Acts of 1978)

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO.

This Amendment to Master Deed is made and executed on this day of helps (O. 1993, by Fairway Estates Condominium Corporation, a Michigan corporation, hereinafter reterred to as "Developer," whose office is situated at 4335 Elizabeth Lake Road, Waterford, Michigan 48328, in pursuance of the provisions of the Michigan Condominium Act (heing Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the Matter at 11 (25)

WITNESSETH: WHEREAS, the Developer has, by recordation of the Master Deed, together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B (all of which are incorporated herein and made a part hereof by reference as modified by this Amendment), in Liber 10922, Pages 345 to 405 of the Oakland County Register of Deeds Office, Oakland County, Michigan, on or about May 23, 1989, has previously created and established on the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, a residential Condeminium Project under the provisions of the Act; and m 16. 1969年12193 生14029年

WHEREAS, the Developer retained the option of expanding the Condominium Project from the 8 Units of stage I (also called Phase I) to include an additional 8 Units to be identified as stage II (or Phase II), so the Condominium Project would then have a total of 16 Units, along with the general and limited common elements and other improvements and appartenances described in the Condominium Subdivision Plan; and such expansion was to be accomplished by executing and filing an amendment to the Master Deed stating the option was being exercised and making such other changes to the Master Deed as would be necessary and appropriate to implementing the expansion pursuant to the Master Deed and the Act; and

WHEREAS, the Developer now desires to exercise that option and expand the Condominium Project to include and establish the remainder of the land described in Article II as Phase II of the Condominium Project, to include Units 9 through 16, and those limited and general common elements, improvements and appurterances as are set forth and described in the Master Deed as amended herein, including the Condominium Subdivision Plan changes made and attached hereto.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Fairway Estates as a fully expanded Condominium Project under the Act to include 16 condominium Units, and does declare that Fairway Estates (hereinafter referred to as the "Condominium," "Project," or the "Condominium Project") shall, after such

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establishment, be held, conveyed, hypotherated, 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 and Exhibits A and B hereto, as all of the same shall be amended to the date hereof, or in the future, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the expanded Condominium Project, the Master Deed and its attachments are hereby amended as follows, effective upon the recording of this Amendment to Master Deed, with the provisions previously in existence governing the period prior to the effective date of this Amendment:

I. The text of Article V is deleted, and replaced by the following provisions:

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Fairway Estates as surveyed by Kieft Engineering, Inc. and attached to this Master Deed as Exhibit B (as such Exhibit E is amended to date). 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 secuions in Exhibit B hereto and deliheated with heavy outlines.
- B. The percentage of value assigned to each Unit is set forth in subparagraph C below. The percentages of value were computed on the basis of the relative sizes, computed in terms of area in square feet, of the Units, with the resulting percentages reasonably adjusted to total precisely one hundred percent (100%). The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100.

C. Set forth below are:

- 1. Each Unit number as it appears on the Condominium Subdivision Plan.
 - 2. The percentage of value assigned to each Unit.
- 3. The type of Unit and the percent of value assigned to each is as follows:

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Unit Number	Type of Unit	Percentage of Value Assigned
1	2-bedroom	6,25
2	2-bedroom	6.25
3	2-bedroom	6.25
4	2-bedroom	6.25
5	2-bedroom	6.23
6	2-bedroom	6.25
7	2-bedroom	6.25
8	2-bedroom	6.25
9	2-bedroom	6.25
10	2-bedroom	6.25
11	2-bedroom	6.25
12	2-bedroom	C.25
13	2.bedroom	6.25
14	2-bedroom	5.25
15	2-bedroom	6.25
16	2-bedroom	6.25

II. The text of Article VI is deleted, and replaced by the following provisions:

ARTICLE VI EXPANSION OF COMDOMINIUM

- A. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Fairway Estates and consisting of 8 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 16 Units. Additional Units beyond the 8 contained in the first stage were to be constructed upon all or some portion of the land described in Article II, if the Project was expanded.
- B. Increase in Number of Units. The initial Master Deed permitted the Project to be expanded from 8 to a maximum of 16 Units by the addition of a second stage of no more than 8 Units. The Developer was required to expand the Project by adding Units in a second stage no later than 6 years from the date of recording of the initial Master Deed. This was to occur by the Developer dedicating the land to the second stage of the Condominium, and exercising its option to expand the Condominium, through execution and recording of an amendment to the Master Deed and its attachments within the 6 year period that implemented these steps.

Notwithstanding anything in this Master Deed to the contrary, the Developer hereby exercises its option to expand the Condominium Project to the maximum of 16 Units by the addition of the second stage Units 9 through 16 to the Project and dedicates and commits the land corresponding to such stage to the Condominium Project as described in Article II; and such steps are taken in accordance

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with the amended Master Deed, the Act, and the Condominium Subdivision Plan, the revised portions of which are attached to this Amendment.

The Units being added will be known as Units 9 through 16, and along with committing to the construction of such Units, the Developer is committing to construction and addition of the Limited and General Common Elements corresponding to such Units, and improvements and appurtenances relating thereto, which are contained in the Condominium Subdivision Plan, as part of the Project's second stage. The location, nature, appearance, and design (interior and exterior), and structural components of all such additional Units as will be constructed thereon shall be as described in this amended Master Deed and Exhibits, consistent with the provisions, design, appearance and components applicable to the first stage construction. All such improvements shall be reasonably compatible with the existing structures in the Project. All Units in stage 1 and stage 2 shall be restricted exclusively to residential use.

- C. Amendment of Master Deed and Modification of Percentages of Value. This Amendment of the Master Deed to expand the Condominium to the maximum of 16 Units results in a revision of the percentages of value to each previously existing Unit (nos. 1-8) to the new percentages shown in Article V, Section C of this Amended Master Deed, but only effective as of the date this Amendment has been executed and recorded with the Oakland County Register of Deeds office (the "Effective Date"). The percentages in effect prior to the Effective Date shall be those set forth in the initial Master Deed.
- Redefinition of Common Elements. The Developer reserves the right to make such further amendment or amendments to the Master Deed to accomplish the following purposes, or any others it determines are necessary or appropriate: to add or amend definitions of General or Limited Common Elements as may be necessary to adequately describe, serve, and provide access to the additional parcel or parcels and second stage Units, being added to the Project by this Amendment. In connection with any such amendment(s), 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 the second stage development, and to provide access to any Unit that is located on, or planned for the area of second stage development from the roadways and sidewalks located in the Project. The amended Survey/Site Plan drawing attached as part of this Amendment replaces the drawing recorded as part of the initial Master Deed as of the Effective Date.

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- E. Consolidating Master Deed. A consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by 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.
- Consent of Interested Persons. The initial Master Deed provided (and this Amendment continues to provide) that 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 this and any future amendment or amendments to this Master Deed to effectuate the foregoing and to this or any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine (or have determined by this Amendment) are necessary in conjunction with such amendment. 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 Master Deed and all other documents necessary to effectuate the foregoing. Such amendment 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 Dead and Exhibits hereto.

Signed, Sealed, and Delivered in the Presence of:	FAIRWAY ESTATES CONDOMINIUM CORPORATION, a Michigan corporation
The way to the state of the same	Frank G. Syron, Jr., President
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Late Art San	Lloyd Syron, Secretary
STATE OF MICHIGAN } COUNTY OF OAKLAND }	·

The foregoing instrument was acknowledged before me on the / day of /- 03 , 1993, by Frank G. Syron, Jr., President, and Lloyd Syron, Secretary, of Fairway Estates Condominium Corporation, a Michigan corporation, on behalf of the Corporation)

Drafted by and return to:
M. Michael Hamburg, Esq.
2833 Crooks Road
P.O. Box 2501
Troy, Michigan 48007-2501

Notary Public PACLARA County State of Michigan
My Commission Expires:

Part of Tax Item No.13-27-326-004

EXHIBIT A

LEGAL DESCRIPTION

Part of Lot 2 of "Elizabeth Lake Golf and Country Club Summer Home Site" a subdivision of part of S 1/2 of Sec. 27, T3M, R9E, Waterford Township, Oakland County, Michigan as recorded in Liber 14, Page 25, Oakland County Records, more particularly described as beginning at a point located South 33.00 ft and West 1327.74 ft and S 05°13'44"W 183.76 ft from the center of Sec. 27, T3M, R9E; Th from said point of Leginning S 04° 15'22"E 125.85 ft; Th S 05°13'44"W 232.00 ft; Th S 38°35'00"W 62.00 ft; Th N 72°02'10"W 537.05 ft to the W'ly line of Lot 2 and the E'ly line of Cooley Lake Road; Th N 50°16'33"E 64.42 ft along said East line; Th N 20°14'41"E 190.71 ft continuing along said East line of Cooley Lake Road; Th N 89°25'16"E 224.62 ft; Th Morth 17.00 ft; Th East 221.19 ft to the point of beginning. Containing 3.71 acres and subject to any easements or restrictions of record, if any.

ENGINEER & SURVEYOR

PREST ENGINEENC INC.

SITTY OF MARKET ST.

CLARKSTON, V. 19016

EXHIBIT B TO THE MASTER DEED DAKLAND COUNTY CONDOMINIUM FAIRWAY ESTATES CONDOMINIUMS SUBDIVISION PLAN NO. 6/2 WATERFORD TWP., OAKLAND CC., MICHIGAN REPLAT NO. ! 유

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