

**FIRST AMENDMENT TO THE CONSOLIDATING MASTER DEED
MAPLE FOREST CONDOMINIUMS**

This First Amendment to Consolidating Master Deed (“Master Deed”) is made and executed on this ___ day of _____, 2014, by MAPLE FOREST CONDOMINIUMS ASSOCIATION, A Michigan non-profit corporation, hereinafter referred to as “Association”.

WHEREAS, the Association desires to amend its governing documents by the recording of this First Amendment to Consolidating Master Deed, together with the Condominium Bylaws attached hereto as Exhibit “A” which is hereby incorporated by reference and made a part hereof regarding the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto which was previously established as a residential Condominium Project under the provisions of the Act, by the recording of a Master Deed together with the Bylaws and the condominium Subdivision Plan attached thereto as Exhibit B, in Liber 12771, Pages 579 through 636; First Amendment to the Master Deed recorded in Liber 13121, Pages 883 through 898; Second Amendment to the Master Deed recorded in Liber 13313, Pages 561 through 570; Third Amendment to the Master Deed recorded in Liber 13774, Pages 254 through 263; Fourth Amendment to the Master Deed recorded in Liber 14211, Pages 88 through 94; Fifth Amendment to the Master Deed recorded in Liber 14539, Pages 466 through 476; Sixth Amendment to the Master Deed recorded in Liber 15233, Pages 313 through 322; Seventh Amendment to the Master Deed recorded in Liber 15680, Pages 323 through 332; Eighth Amendment to the Master Deed recorded in Liber 16521, Pages 124 through 131; Ninth Amendment to the Master Deed recorded in Liber 17057, Pages 579 through 586; Tenth Amendment to the Master Deed recorded in Liber 17808, Pages 775 through 776; Eleventh Amendment to the Master Deed recorded in Liber 18912, Pages 469 through 470; and Consolidating Master Deed recorded in Liber 32436, Pages 443 through 454, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 772, established 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; and

NOW, THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of Maple Forest Condominiums as a Condominium Project under the Act and does declare that Maple Forest Condominiums (hereinafter referred to as the “Condominium”, the “Project” or the “Condominium Project”), shall continue to 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 and Exhibits “A” and “B” hereto, all of which shall be deemed to bind and run with the land and shall continue to be a burden and a benefit to the Association, 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 said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The condominium Project shall be known as Maple Forest Condominiums, Oakland County Condominium Subdivision Plan No. 772. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B to the Master Deed. Each building contains individual Units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element or 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 as are designated by the Consolidating Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the condominium project by this Master Deed is particularly described as follows:

Part of the Northeast 1/4 of Section 32 T.2N., R.8E., City of Wixom, Oakland County, Michigan, described as: commencing at the North 1/4 corner of said Section; thence S. 00 deg. 10 min 26 sec W., along the North-South 1/4 line of said Section, 990.05 ft. to the POINT OF BEGINNING; thence S. 89 deg 15 min 46 sec E. 1321.92 ft.; thence S. 00 deg 19 min 58 sec W. 618.59 ft. to the Northerly 60 ft. right of way line of West Maple Road (120 ft, wide right of way); thence along a Curve to the left, along said right of way, radius of 1921.05 ft., arc distance of 192.31 ft., through a central angle of 05 deg 44 min 08 sec, chord bearing S. 83 deg 35 min 05 sec W. 192.23 ft. to a point of tangency; thence S. 80 deg 43 min 01 sec W., along said right of way, 1144.74 ft.; thence N. 00 deg 10 min 26 sec E. 841.73 ft. to the POINT OF BEGINNING, containing 22.008 acres, subject to the rights of the public or any governmental unit in any part thereof taken/ used or deeded for street, road or highway purposes, also subject to easements and restrictions of record, if any.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibit "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 Condominium Bylaws and Rules and Regulations of Maple Forest Condominiums Association, a Michigan non-profit corporation, and deeds,

mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interest in Maple Forest, as a condominium, Wherever used in such documents or any other pertinent instruments, terms set forth below shall be defined as follows:

(A) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(B) "Association" shall mean the nonprofit corporation organized under Michigan law of which all co-owners shall be members and which corporation shall administer, operate, manage and maintain the condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the condominium documents or the laws of the State of Michigan.

(C) "Condominium Bylaws" means Exhibit "A" hereto, being the bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 3(4) of the Act to be recorded as part of the Master Deed and in accordance with the Michigan Non-profit Corporations Act.

(D) "Condominium Unit" or "Unit" each means that enclosed portion of the condominium project designed and intended for separate ownership and residential use and as may be more fully described in Exhibit "B" hereto.

(E) "Condominium Documents" means this Master Deed, together with Exhibit "A" and "B" hereto, required to be recorded pursuant to the Act, and any instrument referred to in this Master Deed or Bylaws which affect the rights and obligations of a co-owner in the condominium.

(F) "Condominium project", "condominium" or "project" means Maple Forest as a condominium project established in conformity with the provisions of the Act by the condominium documents.

(G) "Condominium Subdivision Plan" means the site, survey, utility, and floor plans showing the size, location, area and horizontal boundaries of each unit as well as all existing and proposed structures and improvements, including the location thereof on the land, and as is attached to the Master Deed as Exhibit "B".

(H) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, either singularly or jointly in combination with one of the above, a condominium unit within Maple Forest. The term "Owner" wherever used, shall be synonymous with the term "Co-owner".

(I) "Common Elements" means the portions of the condominium project other than the condominium units and where used without modification, shall mean both the general and limited common elements described in Article IV hereof.

(J) "General Common Elements" means the common elements other than the limited common elements.

(K) "Limited Common Elements" means a portion of the common elements reserved for the exclusive use of less than all of the co-owners and, usually, for the use of the co-owner whose unit is adjacent to said limited common elements.

(L) "Developer" means West Maple Forest, Inc., which made and executed the initial Master Deed, and its successors and assigns.

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 shall be also included to the plural where the same would be appropriate.

ARTICLE IV
COMMON ELEMENTS

The common elements of Maple Forest are described in Exhibit "B" attached hereto; said common elements and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The general common elements are:

- (1) The land described in Article II hereof, including the roads and sidewalks not otherwise designated as limited common elements.
- (2) The electrical wiring network throughout the project, including that contained within unit walls up to the point of connection with electric fixtures, plugs and switches within any unit.
- (3) The telephone wiring network throughout the project, including that contained within unit walls, up to the point of entry to any unit.
- (4) The gas line network throughout the project, including that contained within unit walls, up to the point of connection with gas fixtures within any unit.
- (5) The plumbing network throughout the project, including that contained within unit walls up to the point of connection with plumbing fixtures within any unit.
- (6) The water distribution system, sanitary sewer system, and storm drainage system throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit.
- (7) The foundations, supporting columns, unit perimeter walls (excluding windows and doors therein), roofs, ceilings, floor construction between unit levels, and chimneys.
- (8) Any and all beneficial easements retained for or on behalf of the co-owners of Maple Forest.
- (9) Such other elements of the condominium project not herein designated as general or limited common elements which are not enclosed in the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. 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:

- (1) Patios and Decks. Each individual patio and/or deck, if any, in the Project is restricted in use to the Co-owner of the unit which opens into such patio and/or deck as shown on Exhibit B hereto.
- (2) Porches. Each individual porch in the Project is restricted in use to the Co-owner of the Unit which opens into such porch as shown on Exhibit B hereto.

(3) Garages and Driveways. Each garage and adjacent driveway shall be appurtenant as a Limited Common Element to the unit to which the number of the garage and driveway corresponds as shown on Exhibit B hereto.

(4) Garage Doors and Openers. The garage door and electric garage door opener for each garage having the same shall be limited in use to the Co-owner of the Unit to which such garage is appurtenant as a Limited Common Element.

(5) Air-Conditioner compressors. Each air-conditioner compressor, if any, located outside any building shall be limited in use to the Co-owner of the Unit which such compressor services.

(6) Interior Surfaces. The interior surfaces of unit perimeter walls, ceiling and floors contained within a unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(7) Windows and Doors. Windows and doors shall be appurtenant as Limited Common Elements to the Units which they service.

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

(1) Garage Doors and Openers. The costs of maintenance, repair and replacement of each garage door and electric garage door opener referred to in Section B(4) above shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.

(2) Air-Conditioner Compressors. The costs of maintenance, repair and replacement of each air-conditioner compressor, if any, referred to in Section B(5) above shall be borne by the Co-owner of the unit to which such air-conditioner compressor is appurtenant.

(3) Windows and Doors. The costs of maintenance, repair and replacement of all windows and doors referred to in Section B(7) above shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant.

(4) Interior Maintenance. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of the interiors of garages referred to in Section B(3) above and all surfaces referred to in Section B(6) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(5) Patios and Decks. The costs of maintenance, repair and replacement of each patio and/or deck, if any, referred to in Article IV, Section B(1) above shall be borne by the Co-owner of the unit to which it relates. The Association shall be responsible for mowing any unenclosed patio area which consists mainly of lawn.

(6) 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/her residential unit or the common elements in any manner inconsistent with the purpose of the project or in any manner which will interfere with or impair the rights of any other co-owner in the use or enjoyment of his/her unit or the common elements. No co-owner shall be exempt from contributing for the maintenance, upkeep and repair of the general and limited common elements, pursuant to the assessment provisions of this Master Deed and the condominium Bylaws, by non-use or waiver of the use of any of the common elements or by abandonment of his/her condominium unit.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. Description of Units. Each unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Maple Forest Condominiums as prepared by B.F. Thompson, P.C., and attached hereto as Exhibit B.
- B. Each Unit shall include: (1) With respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.
- B. Percentage of Value. The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis of comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocation of the Percentages of Value as concerned. The total value of the Project is precisely 100%. 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. The percentage of value allocated to each and all condominium units may be changed only with the unanimous consent of all co-owners except as provided in Article VII of this Master Deed.

ARTICLE VI

EASEMENTS

In the event any portion of any residential unit or common elements encroaches upon another unit or common elements due to shifting, settling or moving of the building, or due to survey errors, or construction deviation, 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 also be easements to, through and over those portions of the land, structure, building, improvements and walls (including interior unit walls) contained therein for the installation, maintenance and service of all utilities, including electricity, gas or oil, sanitary and storm sewer, water, and communications. There shall likewise exist easements of support with respect to any unit interior wall which supports a common element.

ARTICLE VII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-seven (67%) percent of the co-owners except as hereinafter set forth:

- A. No unit dimensions may be modified without the written consent of the co-owner of such unit, nor may the nature or extent of limited common elements be modified without the written consent of the co-owner of any unit to which the same are appurtenant.
- B. The Association reserves the right to amend the condominium documents without the consent of co-owners or mortgagees if the amendment does not materially alter or change the rights of a co-owner or mortgagee.
- C. Notwithstanding any provision of the condominium documents to the contrary, first mortgagees are entitled to vote on amendments to the condominium documents (allowing one vote for each mortgage held) only under the following circumstances:
 - 1. Termination of the condominium project.
 - 2. A change in the method or formula used to determine the percentage of value assigned to a unit subject to the mortgagee's mortgage.
 - 3. A reallocation of responsibility for maintenance, repair, replacement, or decoration for a condominium unit, its appurtenant limited common elements, or the general common elements from the association of co-owners to the condominium unit subject to the mortgagee's mortgage.
 - 4. Elimination of a requirement for the association of co-owners to maintain insurance on the project as a whole or a condominium unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the association of co-owners to the condominium unit subject to the mortgagee's mortgage.
 - 5. The modification or elimination of an easement benefitting the condominium unit subject to the mortgagee's mortgage.
 - 6. The partial or complete modification, or removal of leasing restrictions for condominium units in the condominium project.
 - 7. The modification of the method or formula used to determine the percentage of value of units in the project other than for voting purposes.
- D. The condominium project may not be terminated, vacated, revoked or abandoned without the written consent of ninety-five (95%) percent of all co-owners and all mortgagees (allocating one vote for each mortgage held).

MAPLE FOREST CONDOMINIUMS ASSOCIATION

BY: _____

Its President

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2014, the foregoing First Amendment to Consolidating Master Deed was acknowledged before me, by _____, President of Maple Forest Condominium Association, a Michigan non-profit corporation, on behalf of the Association.

DRAFTED BY AND WHEN
RECORDED RETURN TO:

EDWARD J. ZELMANSKI (P30530)
ZELMANSKI, DANNER & FIORITTO, PLLC
44670 ANN ARBOR RD., STE. 170
PLYMOUTH, MI 48170
(734) 459-0062

_____, Notary Public
State of Michigan, County of _____
My commission expires: _____
Acting in the County of _____