

on February 17, 1982.

CONSOLIDATING MASTER DEED

LAKE POINT VILLAGE

Act 59, Public Acts of 1978, as amended)

This Consolidating Master Deed is made and executed on this 21st day of October 1981, by Standard Federal Savings and Loan Association, a federal association, hereinafter referred to as "Developer", whose post office address is 2401 West Big Beaver Road, Troy, Michigan 48084, represented herein by Durwood C. Allen, the Senior Vice President of the association, who is fully empowered and qualified to act on behalf of the association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WITNESSETH:

WHEREAS, Shelter Systems, Inc., a Michigan corporation, the Original Developer, has by recording in Liber 18277 at Pages 810 through 846, Wayne County Records, a Master Deed, together with Condominium Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, and by preparing a First Amendment to Master Deed and recording the same in Liber 18435 at Pages 922 through 936, Wayne County Records, established a portion of the real property described in paragraph SECOND below, together with the improvements located thereon and the appurtenances thereto, as a Condominium Project; and

WHEREAS, Standard Federal Savings and Loan Association, a federal association, the undersigned Developer, has by preparing and recording the Second Amendment to the Master Deed in Liber 19368 at Pages 738 through 761, Wayne County Records, and the Third Amendment to the Master Deed in Liber 19757 at Pages 809 through 815, Wayne County Records, established the balance of the real property described in paragraph SECOND below, together with the improvements located thereon and the appurtenances thereto, as an expansion in the size of the Condominium Project from 44 Units to 94 Units; and

WHEREAS, the Developer desires to consolidate said Master Deed and First through Third Amendments thereto by declaring and recording this Consolidating Master Deed pursuant to the authority reserved to Developer in Article EIGHTH of said Master Deed in order to eliminate now inapplicable portions of the original Master Deed, Condominium Bylaws, Condominium Subdivision Plan and all Amendments thereto, for ease of future reference.

NOW, THEREFORE, the Developer does, upon the recording hereof, confirm the establishment of Lake Point Village as a Condominium Project and does redeclare that Lake Point Village (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after recording this Consolidating Master Deed, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Consolidating Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Original Developer and the undersigned Developer, their 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:

FIRST: The Condominium Project shall be known as Lake Point Village, Wayne County Condominium Subdivision Plan No. 77. The architectural plans for the Project were approved by the Township of Van Buren, State of Michigan. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and square foot area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto.

SECOND: The land which has been submitted to the Condominium Project the establishment of which is confirmed by this Consolidating Master Deed is particularly described as follows:

A parcel of land being part of the Southwest 1/4 Section 19, Van Buren Township, Wayne County, Michigan, more particularly described as follows:

Commencing at the Southwest corner Section 19, Town 3 South, Range 8 East, Van Buren Township, and proceeding thence due East, along the South line of said Section 19, a distance of 439.02 feet to the Point of Beginning of property herein described; thence North 252.10 feet; thence North 63° 28' 00" East, 107.16 feet; thence North 45° 29' 30" East, 175.25 feet; thence North 15° 27' 30" East, 136.39 feet; thence North 00° 59' 30" West, 397.98 feet; thence North 68° 42' 30" East, 231.29 feet; thence South 83° 39' 30" East, 57.97 feet; thence South 44° 54' 30" East, 246.80 feet; thence South 26° 23' 30" West, 230.70 feet; thence South 30° 18' 10" West, 191.02 feet; thence South 04° 03' 27" West, 171.01 feet; thence South 15° 01' 36" East, 92.61 feet; thence West 75.15 feet; thence South 223.88 feet to a point in the South line of said Section 19; thence West along the South line of Section 19, 436.00 feet to the Point of Beginning.

Subject to the rights of the public over and across the Southerly 60.00 feet to the above-described parcel as occupied by Huron River Drive, so-called. Also, subject to any other easements or restrictions of record and all governmental limitations.

THIRD: Certain terms are utilized not only in this Consolidating 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 corporate Bylaws and Rules and Regulations of the Lake Point Village 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 Lake Point Village as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act", wherever referred to in these Condominium Documents, means the Michigan Horizontal Real Property Act, being Act 229 of the Public Acts of 1963, as amended. Proceedings for approval of the Condominium Documents were instituted under the Act prior to the effect date of the Michigan Condominium Act. Thus, the Condominium Documents were processed and approved pursuant to Section 170 of the Michigan Condominium Act under which the Act is made applicable to this Condominium.

B. "Association" means Lake Point Village 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.

C. "Association Bylaws" means the corporate Bylaws of the Association.

D. "Common Elements", where used without modification, means both the General and Limited Common Elements described in paragraph SIXTH hereof.

E. "Condominium Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 2(k)(7) of the Act to be recorded as part of the Master Deed.

F. "Condominium Documents" means and includes this Consolidating Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Lake Point Village as described above.

H. "Condominium Project", "Condominium" or "Project" means Lake Point Village as an approved Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit B hereto.

J. "Consolidating Master Deed" means this final Consolidating Master Deed which describes Lake Point Village as a completed Condominium Project and reflects the entire land area added to the Condominium from time to time under paragraph EIGHTH of the original Master Deed, and all Units and Common Elements therein, and which expresses percentages of value pertinent to each Unit as finally readjusted.

K. "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".

L. "Developer" means Standard Federal Savings and Loan Association, a federal association, which has made and executed this Consolidating Master Deed, and its successors and assigns. "Original Developer" means Shelter Systems, Inc., a Michigan corporation, and its successors and assigns.

M. "Unit" or "Apartment" each mean the enclosed space constituting a single complete residential Unit in Lake Point Village, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Apartment" 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 shall also be included to the plural where the same would be appropriate.

FOURTH: Each building in the Condominium Project contains individual Apartments, all for residential purposes and each capable of individual utilization on account of having its own exit to a Common Element of the Project. Each Co-owner of an Apartment in the Project will have a particular and exclusive property right to his Apartment with an undivided and inseparable interest in the Common Elements of the Project as set forth in the Master Deed.

FIFTH: The buildings and Apartments contained therein, including the number, boundaries, dimensions and square foot area of each Apartment are described more particularly in paragraph **SEVENTH** hereof and in Exhibit B attached hereto. Each Apartment consists of a main floor, second floor and basement as shown on Exhibit B.

SIXTH: The Common Elements of the Project, described in Exhibit B attached hereto, are as follows:

A. The General Common Elements are:

1. The land described in paragraph **SECOND** hereof, including driveways and sidewalks.
2. The electrical and telephone wiring networks and plumbing network throughout the Project.
3. Public connections for gas, electricity, light, telephone and water, including that contained within Unit walls up to the point of connection with gas fixtures, electrical fixtures and plumbing fixtures within any Unit.
4. The foundations, main walls (including windows and doors therein), roofs, ceilings and floors of the Project as described in the plans attached hereto as Exhibit B.
5. The parking spaces designated General Common Elements in Exhibit B.
6. The tot lot, community building, swimming pool, pool apron, bath house and decks adjacent thereto.
7. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of an Apartment and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The Limited Common Elements are:

1. Each individual patio area and porch in the Project is restricted in use to the Co-owner of the Apartment which opens into such porch or patio, as shown on Exhibit B hereto.
2. Each air conditioner compressor shall be limited in use to the Unit which it services.
3. The interior surfaces of Apartment perimeter walls (including windows and doors therein), ceilings and floors contained with an Apartment shall be subject to the exclusive use and enjoyment of the Co-owner of such Apartment.
4. Each individual balcony in the Project is restricted in use to the Co-owner of the Apartment which opens into such balcony as shown on Exhibit B hereto.

C. The costs of maintenance, repair and replacement of the Limited Common Elements described in subparagraph B(1) and B(2) above shall be borne by the Co-owner of the Apartment to which such Limited Common Elements respectively appertain.

The costs of maintenance, repair and replacement of all other Limited and General Common Elements shall be expenses of administration to be borne by all of the Co-owners.

No co-owner shall use his Apartment 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 another Co-owner in the use and enjoyment of his Apartment or the Common Elements.

Public utilities furnishing services such as water, electricity, gas and telephone to the Project shall have access to the Common Elements and the Apartments as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to reconstruct, repair or maintain such service shall be an expense of administration to be assessed in accordance with the Bylaws attached hereto as Exhibit A.

SEVENTH: A. The Apartments in the Condominium are completely described in this paragraph with reference to the Condominium Subdivision Plan of Lake Point Village as surveyed by Robert Shanayda, and attached hereto as Exhibit B. Each Apartment shall include all the space contained within the unpainted surfaces of the main walls and ceiling, and from the interior surface of the finished sub-floor, all as shown in Exhibit B attached hereto. In the event that dimensions of any specific Unit constructed or to be constructed in the Condominium Premises differ from the dimensions shown on the typical basement or foundation plan for such Unit shown in Exhibit B, then the typical floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured basement or foundation plan. The architectural plans are shown in detail on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assigned to each Apartment in the Condominium is set forth in subparagraph C hereof. The percentage of value assigned to each Apartment shall be determinative of 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.

Unit Number	Percentage of Value Assigned
Building No. 1	
1-1	1.09
1-2	1.09
1-3	1.09
1-4✓	1.09
1-5	1.09
1-6	1.09
1-7✓	1.09
1-8✓	1.09
1-9	.96
1-10	.96
1-11	1.09
1-12	1.09
Building No. 2	
2-1	1.09
2-2✓	1.09
2-3	.96
2-4✓	.96
2-5✓	1.09
2-6✓	1.09
2-7✓	1.09
2-8✓	1.09
2-9✓	1.09
2-10✓	1.09
2-11	1.09
2-12✓	1.09
Building No. 3	
3-1✓	1.09
3-2✓	1.09
3-3	.96
3-4	.96
3-5	.96
3-6✓	.96
3-7✓	1.09
3-8✓	1.09
Building No. 4	
4-1	.96
4-2✓	.96
4-3	1.09
4-4	1.09
4-5✓	1.09
4-6	1.09
4-7	1.09
4-8✓	1.09
4-9✓	1.09
4-10✓	1.09
Building No. 5	
5-1	1.17
5-2✓	1.17
5-3✓	1.17
5-4✓	1.17
5-5	1.17
5-6✓	1.17
5-7✓	1.17
5-8	1.17

Building No. 6	
6-1 ✓	.96
6-2 ✓	.96
6-3	.96
6-4	.96
6-5 ✓	.96
6-6 ✓	.96
6-7	.96
6-8	.96
6-9	.96
6-10	.96
Building No. 7	
7-1	
7-2	1.09
7-3	1.09
7-4	.96
7-5 ✓	.96
7-6 ✓	1.09
Building No. 8	
8-1 ✓	
8-2 ✓	1.17
8-3	1.17
8-4 ✓	.96
8-5 ✓	.96
8-6 ✓	1.17
Building No. 9	
9-1 ✓	
9-2	1.17
9-3	1.17
9-4 ✓	1.17
Building No. 10	
10-1	
10-2	1.09
10-3 ✓	1.09
10-4 ✓	.96
10-5 ✓	.96
10-6 ✓	1.09
Building No. 11	
11-1 ✓	
11-2 ✓	1.09
11-3 ✓	1.09
11-4	.96
Building No. 12	
12-1 ✓	
12-2 ✓	1.09
12-3 ✓	1.09
12-4 ✓	.96
12-5 ✓	.96
12-6 ✓	1.09
Building No. 13	
13-1 ✓	
13-2 ✓	1.17
	1.17

EIGHTH: So long as the Developer owns one or more Apartments in the Project, the Developer shall be subject to the provisions of the Master Deed and Exhibits A and B attached hereto.

NINTH: Except as set forth in paragraph TWELFTH and subject to Section 8 of Article VIII of Exhibit A hereto, the percentage of value allocated to each Apartment in paragraph SEVENTH hereof shall not be changed except with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all of the Co-owners expressed in an amendment to this Consolidating Master Deed, duly approved and recorded.

TENTH: 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 Bylaws attached hereto as Exhibit A.

ELEVENTH: In the event any portion of an Apartment or Common Element encroaches upon another Apartment 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.~~

There shall be a permanent easement for the maintenance and repair of Common Elements, which easement shall be administered by the Association of Co-owners.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and interior walls contained therein as may be reasonable for the installation, maintenance and repair of all public utilities necessary to the Condominium.

TWELFTH: The Condominium Project shall not be vacated or revoked or any of the provisions herein amended unless all of the Co-owners and the mortgagees of all of the mortgages covering the Apartments unanimously agree to such termination, revocation, or amendment by duly approved and recorded instruments; *further*, unless all holders of first mortgages on individual Units in the Project have given their prior written approval, neither the Association nor any Co-owner(s) shall partition or subdivide any Unit or the Common Elements of the Project.

THIRTEENTH: This Consolidating Master Deed is prepared and recorded pursuant to the powers and authority granted to Developer in paragraph **EIGHTH** of the original Master Deed for the Project as recorded in Liber 18277 at Pages 810 through 846, Wayne County Records, and shall supersede in its entirety said Master Deed as subsequently amended. The Condominium Bylaws originally attached as Exhibit A to said Master Deed, recorded as aforesaid, are incorporated by reference herein and an exact copy thereof is attached hereto as Exhibit A. The Condominium Subdivision Plan originally attached as Exhibit B to said Master Deed and as subsequently amended by the First, Second and Third Amendments to said Master Deed, is hereby replaced and superseded in its entirety by Exhibit B attached hereto which is incorporated herein by reference.

WITNESSES:

/s/ Priscilla J. Mengyan
Priscilla J. Mengyan

/s/ Raymond R. Stacer
Raymond R. Stacer

STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal association

By: /s/ Durwood C. Allen
Durwood C. Allen
Senior Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 21st day of October, 1981, the foregoing Consolidating Master Deed was acknowledged before me by Durwood C. Allen, the Senior Vice President of STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal association, on behalf of the association.

/s/ Raymond R. Stacer
Raymond R. Stacer
Notary Public, Oakland County, Michigan
My commission expires: September 26, 1984

Consolidating Master Deed drafted by:
William T. Myers
Dykema, Gossett, Spencer, Goodnow & Trigg
35th Floor, 400 Renaissance Center
Detroit, Michigan 48243

When recorded, return to drafter