MASTER DEED LIBERTY SQUARE CONDOMINIUMS

This Master Deed is made and executed this Z medday of June, 1998, by G.H.G. Development, L.L.C., a Michigan Limited Liability Company ("GHG"), whose address is 33018 Grand River, Farmington, Oakland County, Michigan 48336, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer desires, by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A, and together with the Condominium Subdivision Plan, attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish 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;

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Liberty Square Condominiums (hereinafter "Condominium", "Project" or the "Condominium Project") which Project shall, after such establishment, 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 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 Condominium premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows.

ARTICLE I TITLE AND NATURE

ARTICLE II LEGAL DESCRIPTION

The land which is dedicated to the Condominium Project established by this Master Deed, located in the Township of Brownstown, Wayne County, Michigan, and is described as follows:

A parcel of land in the Northwest 1/4 of Section 3, T 4 S, R 10 E, Brownstown Township, Wayne County, Michigan described as: Beginning at a point N 00° 21' 00" E. 1226.33 feet and S 89° 33' 03" E, 60.00 feet from the West 1/4 corner of Section 3. Thence S 89° 33' 03" E, 887.29 feet; thence S 00° 40' 30" W, 129.50 feet; thence N 89° 30' 07" W 141.53 feet; thence S 00° 07' 49" W, 117.00 feet; thence N 89° 59' 59" W, 325.44 feet; thence due South 25.26 feet; thence S 88° 50' 05" W, 420.34 feet; thence N 00° 21' 00" E, 286.02 feet; to the point of beginning. Containing 4.97 acres, and subject to any and all easements of record.

ARTICLE III DEFINITIONS

Certain terms are utilized, not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments which as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Liberty Square Condominiums 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 Liberty Square Condominiums 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" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- B. "Additional land" shall mean, as the context may required, all or any one of the parcels of land described in Article VII hereof.
- C. "Association" means the Liberty Square Condominiums 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.
- D. "By-Laws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 3(8) of the act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Non-profit Corporation Act.
- E. "Common Elements", where used without modification, means both the general and limited Common Elements described in Article IV hereof.
- F. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation. Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time-to-time.
- G. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Liberty Square Condominiums Association as described above.
- H. "Condominium Project", "Condominium", or "Project" means Liberty Square Condominiums as a Condominium Project established in conformity with the provisions of the Act.
- 1. "Condominium Subdivision Plan" means Exhibit B hereto.

- J. "Condominium Unit" or "Unit" each mean the enclosed space consisting of a single complete residential Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto.
- K. "Consolidating Master Deed" shall mean the final amended Master Deed which shall describe the Condominium as a completed condominium project and shall reflect all expansions of the Condominium from time-to-time, if any, pursuant to Article VII hereof, and all Units and Common Elements therein and which shall express the percentages of value pertinent to each Unit as finally readjusted as a result thereof. Such Consolidating Master Deed, when recorded in the office of the Wayne County Register of Deeds, shall supersede all previously recorded master deeds for the Condominium and any amendments thereto.
- L. "Construction and Sales Period". For the purposes of the Condominium documents and the rights reserved to Developer thereunder, the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer is entitled to expand the project as provided in the Master Deed.
- M. "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. Land contract vendees shall be deemed to be co-owners as well. The term "owner" whenever used, shall be synonymous with the term "co-owner".
- N. "Developer" means G.H.G. Development, L.L.C., a Michigan Limited Liability Company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium documents.
- O. "First Annual Meeting" means the initial meeting at which non-developer co-owners are permitted to vote for the election of all directors, and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after seventy five (75%) percent of all Units which may be created are sold, whichever first occurs.
- P. "Phase I" shall have the meaning ascribed to such terms in Article VII hereof.
- Q. "Percentage of Value" means the percentage assigned to each Condominium Unit in Article V of the Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.
- R. "Residential Unit" or "Unit" means the enclosed space constituting a single complete residential Unit in the Condominium as such space is described in the Condominium Subdivision Plan.
- S. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.
- T. Whenever any reference 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 to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

A. General Common Elements, which are:

- 1. <u>Land</u>. The land described in Article II hereof, including private drives and sidewalks not identified as Limited Common Elements.
- 2. <u>Electrical</u>. The electrical transmission system throughout the Project up to, but not including, the electric meter for each Unit, together with common lighting for the Project, if any is installed.
- 3. Telephone. The telephone system throughout the Project up to the point of entry to each unit.
- 4. Gas. The gas distribution system throughout the Project up to, but not including, the gas meter for each Unit.
- 5. <u>Water</u>. The water distribution system throughout the Project including that contained within the Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- 6. <u>Sanitary Sewer</u>. The sanitary sewer system throughout the Project, including that contained within the Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- 7. Storm Sewer. The storm sewer system throughout the Project, including the retention pond.
- 8. <u>Telecommunications</u>. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- 9. <u>Foundations, supporting columns.</u> Unit perimeter walls (including windows and doors therein), roofs, ceilings, halls, floor construction between Unit level and chimneys.
- 10. <u>Miscellaneous</u>. The sprinkler system, if any, (including the pump and related apparatus), stairways, meter rooms and walkways not exclusively limited to any particular Unit.
- 11. Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines systems and equipment shall be General Common Elements only to the extent of the co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

- B. <u>Limited Common Elements</u>. 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. <u>Fireplace Combustion Chamber</u>. Fireplace combustion chambers, if any, shall be limited in use to the Units served thereby.
 - 2. Patio or porch. Each individual patio or porch is restricted in use to the co-owner of the Unit which opens into such patio or porch as shown on Exhibit B hereto.
 - 3. <u>Garages and Driveways</u>. Each garage is appurtenant as a Limited Common Element to the unit to which it is attached as shown on Exhibit B hereto. Each driveway adjacent to a garage shall be a Limited Common Element appurtenant to that unit to which such garage services.

- 4. <u>Utility Meters</u>. Meters for natural gas and electric shall be Limited Common Elements respectively appurtenant to each Unit for which they measure such utility service.
- 5. Garage Doors and Openers. Each garage door, including all locks, hardware and openers.
- 6. <u>Interior Surfaces</u>. The interior surfaces of Units (including windows, screens and doors therein), ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the co-owner of such Unit.
- C. Responsibilities. Maintenance, repair, replacement, renovation or restoration of all Common Elements shall be the responsibility of the Association, to be assessed to all co-owners according to their Percentages of Value, subject to any provisions of the Bylaws expressly to the contrary, and further, to the following provisions:
 - 1. The costs of repair, replacement, renovation or restoration of a damaged or destroyed Common Element, where such damage or destruction has been caused by a co-owner or by a family member or invitee of a co-owner, shall be assessed against such co-owner.
 - The costs of decoration and maintenance (but not repair, replacement, renovation or restoration, except as otherwise provided in subparagraph 1 above) of all windows and screens appurtenant to a Unit shall be borne by the co-owner of such Unit.

ARTICLE V

No co-owner shall use his Unit 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 any other co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. The Condominium consists of 36 Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior side of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan.
- B. The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the Association and the value of such co-owner's vote at meetings of the Association and the undivided interest of the co-owner in the Common Elements. The total percentage value of the Condominium is one hundred (100%) percent. Because the Units are approximately the same size and are expected to have equal allocable expenses of maintenance, the Percentage of Value initially assigned to each Unit is equal.
- C. If the Condominium Project is expanded pursuant to Article VII hereof so that new Units are added or if the Condominium Documents are amended to modify the types and sizes of Units, the Percentages of Value set forth in Article VI-B may be readjusted by the Developer in its discretion so long as reasonable recognition is given to the method of original determination of Percentage of Value for the Project, provided, however, that at all times, the total Percentage of Value of the Condominium (as the same may be hereinafter expanded) shall equal one hundred (100%) percent.
- D. Modification of Units. The size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit B, as it may be revised or amended from time-to-time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the

consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element.

Further, the Developer may, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method or original determination of Percentages of Value for the Project. 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 unanimously consented to such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method of original determination of Percentages of Value for the Project. 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 unanimously consented to such amendment(s) to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of Percentages of Value of existing Units which Developer or its successor may determine necessary in conjunction with such amendment(s). All such interested persons irrevocable appoint Developer, or its successors, as agent and attorney for the purpose of execution of such amendment(s) to the Master Deed and all other Documents necessary to effectuate the foregoing. The Developer's right to amend the Master Deed to modify a unit as set forth in this Article VI shall expire on June 1, 2004.

ARTICLE VII EXPANSION OF CONDOMINIUM

- A. The Condominium established pursuant to this Master Deed and consisting of thirty six (36) Units is intended to be the first phase (hereinafter referred to as "Phase I") of a five (5) phase project to contain in its entirety not more than one hundred (100) Units. The Developer, for itself and its successors and assigns, hereby reserves the option, in its sole discretion, to expand the Condominium in accordance with the Act upon the terms and conditions hereinafter set forth.
- B. The parcels of land which may be added ("Additional Land") to the Condominium as a result of the exercise of Developer's option to expand the Condominium reserved in Article VII-A hereof are described as follows:

Phase II

A parcel of land in the Northwest 1/4 of Section 3, T4S, R10E, Brownstown Township, Wayne County, Michigan described as: Beginning at a point N. 00° 21' 00" E. 940.31 feet and S 89° 33' 03" E, 60.00 feet from the West 1/4 corner of Section 3. Thence N 88° 50' 05" E, 420.34 feet; thence due North, 25.26 feet; thence S 89° 59' 59" E, 325.44 feet; thence S 00° 07' 49" W 115.94 feet; thence S 89° 49' 07" W 371.44 feet; thence due South, 10.87 feet; thence N 89° 58' 06" W 314.38 feet; thence S 01° 03' 41" W, 85.51 feet; thence due West 59.13 feet; thence N 00° 21' 00" E 179.50 feet; to the point of beginning. Containing 1.92 acres and subject to any and all easements of record.

Phase III

A parcel of land in the Northwest 1/4 of Section 3, T 4 S, R 10 E, Brownstown Township, Wayne County, Michigan described as: Beginning at a point N 00° 21' 00" E 612.85 feet and N 88° 54' 12" E, 757.55 feet; from the West 1/4 corner of Section 3. Thence N 00° 27' 21" E, 229.98 feet; thence N 89° 49' 07" E, 51.85 feet; thence N 00° 07' 49" E, 232.94 feet; thence S 89° 30' 07" E, 141.53 feet; thence S 00° 40' 30" W, 458.30 feet; thence S 88° 54' 12" W 186.71 feet; to the point of beginning. Containing 1.74 acres and subject to any and all easements of record.

Parcel IV

A parcel of land in the Northwest 1/4 of Section 3, T 4 S, R 10 E, Brownstown Township, Wayne County described as: Beginning at a point N 00° 21' 00" E. 612.85 Feet and N 88° 54' 12" E, 486.32 feet; from the West 1/4 corner of Section 3. Thence N 00° 00' 44" E, 101.49 feet; thence N 56° 19' 02" W, 60.40 feet; thence due North, 99.16 feet; thence N 89° 49' 07" E, 319.59 feet; thence S 00° 27' 21" E, 229.98 feet; thence S 88° 54' 12" W 271.23 feet; to the point of beginning. Containing 1.57 acres, and subject to any and all easements of record.

Phase V

A parcel of land in the Northwest 1/4 of Section 3, T 4 S, R 10 E, Brownstown Township, Wayne County, Michigan described as: Beginning at a point N 00° 21' 00" E. 612.85 feet and N 88° 54' 12" E, 60.02 feet; from the West 1/4 corner of Section 3. Thence N 00° 21' 00" E, 146.34 feet; thence due East, 59.13 feet; thence N 01° 03' 41" E, 85.51 feet; thence S 89° 58' 06" E, 314.38 feet; thence due South, 88.29 feet; thence S 56° 19' 02" E, 60.40 feet; thence S 00° 00' 44" W, 101.49 feet; thence S 88° 54' 12" W, 426.30 feet; to the point of beginning. Containing 1.98 acres, and subject to any and all easements of record.

- C. The Developer owns, in fee simple absolute, the Land comprising Phases I and III, together with portions of what shall constitute Phases II and IV.
- D. <u>No restrictions upon Expansion</u>. The consent of the co-owners shall not be required for the exercise of the Developer's option to expand the Condominium. Expansion of the Condominium Project shall occur, without restriction, under the following conditions:
 - 1. The Developer's right to elect to expand the Project shall expire on June 1, 2004.
 - 2. All or any portion of the Additional Land may be added, but none of it must be added.
 - 3. There is no limitation as to what portion of the Additional Land may be added, and any portions added may or may not be contiguous to each other or to the Condominium Project as it exists at the time of any expansion, the Developer specifically reserving the right, in its sole discretion, to add the phases of Additional Land in any order it so desires.
 - 4. Portions of the Additional Land may be added to the Condominium Project at different times.
 - 5. The order in which portions of the Additional Land may be added is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Additional Land that may be added.
 - 6. The order in which any one or all of Phases II through V may be added will not necessarily occur in their numerical order. Developer reserves the right to determine the order in which each Phase is added.
 - There is no restriction as to the location of any improvements that may be made on any portions of the Additional Land.
 - 8. The maximum number of Condominium Units that may be created on the Additional Land is Sixty Four (64) Units, provided, however, that the maximum number of Units that may be created on any particular Phase of Additional Land described in Article VII-B shall be as follows:

Portion of Additional Land			Maximum Number of Units
		•	
Phase II	-		16
Phase III	•		. 12
Phase IV			16
Phase V			20

- 8. There is no restriction upon the minimum number of Condominium Units that my be placed on any portion of the Additional Land.
- 9. The maximum percentage of the aggregate land and floor area of all Condominium Units that may be created on the Additional Land that may be occupied by Condominium Units not restricted exclusively to residential use is zero.
- 10. The nature, size, appearance and location of all additional Units, if any, placed upon the Additional Land will be, as may be determined by the Developer in its sole judgment, without any restrictions whatsoever.
- 11. There are no restrictions as to what improvements may be made on the Additional land.
- 12. There are no restrictions as to the types of Condominium Units that may be created on the Additional Land.
- The Developer reserves the right, in its sole discretion, to create convertible and contractible areas and limited common elements within any portion of the Additional Land added to the Condominium Project and to designate general common elements which may subsequently be assigned as Limited Common Elements.
- 14. The Condominium Project shall be expanded by a series of successive amendments to this initial Master Deed, each adding Additional Land to the Condominium Project, as then constituted, and when the Condominium Project is concluded, the Developer shall cause to be prepared and recorded the Consolidating Master Deed.
- 15. By this Master Deed, the Developer also reserves the right to create easements within any Phase of the Condominium Project for the benefit of the Additional Land, whether or not it is ever added to the Condominium Project.
- 16. All expansion must be carried out in accordance with the provisions of the Act.
- E. <u>Procedure for Expansion</u>. Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the number of Units and the amount of real property in the Condominium Project may, at the sole option of the Developer or its successors or assigns, from time-to-time, within a period ending no later than June 1, 2004, be increased by the addition to this Condominium Project of all or any portion of the Additional Land and the construction of Condominium Units thereon. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment(s) to this Master Deed, including the Consolidating Master Deed, in the manner provided by law, which amendment(s) shall be prepared by and at the discretion of the Developer or its successors or assigns.

The Percentage of Value for each Unit set forth in Article VI-B hereof shall be adjusted proportionately in the event of such expansion in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment(s) to this Master Deed. The precise determination of any readjustments in Percentages of Value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the relative size of the various Units and their anticipated allocable expenses of maintenance. Such amendment(s) to the Master Deed shall also contain such further definitions or modifications

of general or Limited Common Elements as may be necessary to adequately describe the Additional Land being added to the Condominium Project by such amendment.

Such amendment(s) to the Master Deed shall also contain such further definitions and redefinitions of general or Limited Common Elements as may be necessary to adequately describe and service the additional Units being added to the Condominium Project by such amendment.

All of the co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium Project from time-to-time shall be deemed to have irrevocably and unanimously consented to such amendment(s) of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of Percentages of Value of existing Units which Developer or its successors or assigns may determine to be necessary in conjunction with such amendment(s).

All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment(s) to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the boundaries established by this Master Deed and Developer, or its successors or assigns, may, in its sole discretion, establish all or a portion of said Additional Land as a rental development, a separate Condominium Project (or projects), or any other form of development.

ARTICLE VIII SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated. In accordance with Sections 48 and 49 of the Act and this Article, such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment(s) to this Master Deed.

- A. <u>By Developer</u>. Developer reserves the sole right during the Construction and Sales Period for any Phase and without the consent of any other co-owner or any mortgagee of any Unit to:
 - 1. Right To Modify Floor Plans. Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in Exhibit B attached hereto which are owned by the Developer. The nature and appearance of all such altered buildings and/or Units shall be determined by Developer in its sole judgment but, in no event, shall such altered buildings and/or Units deviate substantially from the general development plan approved by the Township of Brownstown.
 - 2. Subdivide Units. Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements: such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment(s) to this Master Deed in the manner provided by law, which amendment(s) shall be prepared by and at the sole discretion of Developer, it successors or assigns.

- 3. Consolidate Contiguous Units. Consolidate under single ownership two or more Units which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment(s) to this Master Deed in the manner provided by law, which amendment(s) shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- 4. Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment(s) to this Master Deed in the manner provided by law, which amendment(s) shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- 5. Amendments to Effectuate Modifications. In any amendment(s) resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision shall be separately identified by number and the Percentage of Value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment(s) to this Master Deed.

The precise determination of the readjustments in Percentage of Value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon relative size of various Units. Such amendment(s) to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. 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 such amendment(s) of this Master Deed to effectuate the foregoing and to any proportionate reallocation of Percentages of Value of Units which Developer or its successors may determine necessary in conjunction with such amendment(s). All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment(s) to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

- B. Relocation of Boundaries by Co-owners. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating Percentages of Value and providing for conveyance between or among the co-owners involved in relocation of boundaries. The co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.
- C. <u>Limited Common Elements</u>. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VIII.

ARTICLE IX EASEMENTS

- A. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to survey errors, construction deviations, or other conditions or causes, reciprocal easements shall exist for the maintenance of such encroachment or so long as such encroachment exists, and for the correction or maintenance thereof. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls, (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element. Further, there shall exist an easement in favor of the Association to service the pump, if any, installed for the purpose of providing water for the sprinkler system, if any, that services the project.
- B. Additional Easements or Conveyances for Utilities. The Developer reserves the right, at any time prior to the Transitional Control Date, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by the Developer without the consent of any co-owner, mortgagee or other person and shall be evidenced by an appropriate Declaration or amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records to accomplish all of the foregoing purposes. 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 such Declaration or amendments of this Master Deed to effectuate the foregoing easements or transfer of title.
- C. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefitted thereby.
- D. <u>Easements for Maintenance, Repair and Replacement</u>. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implications of limitations, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.
- E. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales period, shall have the power to grant such easements, licenses and other rights of entry, use and access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installment or periodic subscribed service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar or developing technology and services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting

the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

- Peveloper Reserved Easements. The Developer shall have, and hereby reserves, for the benefit of itself, its successors and assigns, including any person or entity hereafter acquiring title to the Additional Land or any portion thereof, perpetual easements (i) for the unrestricted use of all roads, driveways and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the Land, the Additional Land or any portion or portions thereof; (ii) to enter the Land and to construct and maintain any additions or extensions to any roads, driveways and walkways to connect such roadways, driveways and walkways to roadways, driveways and walkways in the Additional Land; and (iii) to utilize, tap, tie into, use and/or maintain all utility mains, gas lines, water mains or lines, drainage systems, retention pond(s), sanitary sewer systems, storm sewer systems and other utility systems located on or within the Condominium Premises. The foregoing easements shall be for the benefit of the Additional Land or any portion thereof and any owner(s) thereof.
- G. <u>Existing Easements</u>. The Land and the Additional Land is affected by all easements of record and such other easements as are shown on the Utility and Easement Plan of the Condominium Subdivision Plan, including an easement for the placement, continued use and maintenance of a sign, including all ingress and egress thereto.

ARTICLE X AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of sixty six and two-thirds (66 2/3%) percent of the co-owners, except as hereinafter set forth:

- A. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the co-owner and mortgagee or any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.
- B. <u>By Developer</u>. Prior to one year after expiration of the Construction and Sales Period, the Developer may, without the consent of any co-owner or any other person, amend the Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any co-owners or mortgagees in the Project.
- C. Change in Percentage of Value. The value of the vote of any co-owner and the corresponding proportion of the common expenses assessed against such co-owner shall not be modified without the written consent of such co-owner and his mortgagee, nor shall the Percentage of Value assigned to any Unit be modified without like consent, except as provided in Article VI and Article VII hereof.
- D. <u>Developer Approval.</u> During the Construction and Sales Period for any one or more of Phase I through Phase V, Articles IV, VI, VII, IX, and this Article X shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale.
- E. Amendments for Secondary Market Purposes. Without the consent of co-owners or mortgagees, Developer or the Association may amend this Master Deed or By-Laws to facilitate mortgage loan financing for existing or prospective co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veteran's Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

ARTICLE XI ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or By-Laws, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds. In such event, Developer shall be released and discharged from any further obligation with regard to the matter for which the assignment is consummated.

WITNESS:	G.H.G. DEVELOPMENT L.L.C. A Michigan Limited Liability Company
Jamela R. Cline PAMELA R. CLINE	By: Member,
Denise A. Whitehead.	By: David Hajciar Member
	By Carl I gaise
	Carl T. Gaiser Member

On this Aday of June, 1998, the foregoing Master Deed was acknowledged before me, by Kurt Gaiser, David Hajciar, and Carl T. Gaiser, members of G.H.G. Development L.L.C., a Michigan Limited Liability Company, on behalf of the company.

Wayne County, Michigan
My commission expires:

enise a Whitelers

DENISE A. WHITEHEAD Notary Public, Wayne County, Michigan My Commission Expires May 28, 2002

F: ATTYHALILIBERTYSILIBERTY.MI

Master Deed drafted by and when recorded return to:

STATE OF MICHIGAN

COUNTY OF WAYNE

SS

Harold A. Larson 37899 Twelve Mile Road, Suite 300 Farmington Hills, Michigan 48331 JUL 16 1998

Liber-29912

\$13.00 DEED

RECORDED

FOREST E. YOUNGBLOOD, REGISTER OF DEEDS

WAYNE COUNTY, KI

Receipt #77445

Pase-1415

EXAMINED AND APPROVED DATE JUL 1 5 1998

DANIEL P. LANE PLAT ENGINEER

FIRST AMENDMENT TO **MASTER DEED** LIBERTY SQUARE CONDOMINIUMS

\$4.00 RENONUMENTATION

This First Amendment to Master Deed is made and executed on this // day of July, 1998 by G.H.G. DEVELOPMENT, L.L.C., a Michigan Limited Liability Company ("GHG"), whose address is 33018 Grand River Avenue, Farmington, Oakland County, Michigan 48336.

WITNESSETH.

WHEREAS, LIBERTY SQUARE CONDOMINIUMS was duly established as a condominium by the recording of a Master Deed together with the Condominium By-Laws attached thereto as Exhibit A and together with the Condominium Subdivision Plan attached thereto as Exhibit B in Liber 29884. Pages 1193 through 1262, Wayne County Records, and the Subdivision Plans were assigned Plan Number 480 in Wayne County Records; and

WHEREAS, GHG desires to amend in particular the legal descriptions provided in Article II and Article VII of said Master Deed: and

WHEREAS, as of the date of this First Amendment, none of the units have been sold to Co-Owners; and

WHEREAS, Article X B, of the Master Deed gives GHG the authority to amend said Master Deed.

NOW THEREFORE, GHG does, upon the recording hereof, amend the Master Deed for Liberty Square Condominiums by amending Article II and Article VII-B in their entirety as follows:

ARTICLE II LEGAL DESCRIPTION

The land which is dedicated to the Condominium Project established by this Master Deed, located in the Township of Brownstown, Wayne County, Michigan, is described as follows:

A parcel of land in the Northwest 1/4 of Section 3, T, 4 S., R. 10 E., Brownstown Township, Wayne County, Michigan described as:

Beginning at a point N 00° 21' 00" E. 937.16 feet and S 89° 39' 00" E., 60.00 feet from the West 1/4 comer of Section 3; Thence N. 00°21'00" E, 289.06 feet; thence S 89°33'03" E., 887.29 feet; thence S. 00°40'30" W., 139.50 feet; thence N. 89°49'48" W. 138.41 feet; thence S. 00° 26' 57" W, 111.24 feet; thence N 89°33'03" W., 327.50 feet; thence S, 00°26'57" W, 27.77 feet; thence

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S 88° 49' 52" W., 50.02 feet; thence N 00° 26' 57" E., 3.92 feet; thence N. 89°33'03" W., 270.00 feet; thence S. 00°26'57" W., 12.22 feet; thence N. 89°39'00" W., 100.33 feet to the point of beginning. Containing 5.04 acres, and subject to any and all easements of record.

ARTICLE VII LEGAL DESCRIPTION

The parcels of land which may be added ("Additional Land") to the Condominium as a result of the exercise of Developer's option to expand the Condominium reserved in Article VII-A hereof are described as follows:

2. Phase II

A parcel of land in the Northwest 1/4 of Section 3, T.4 S., R.10E., Brownstown Township, Wayne County, Michigan described as:

Beginning at a point N. 00° 21' 00" e. 937.16 feet and S 89° 39' 00" E., 60.00 feet from the West 1/4 corner of section 3. Thence S 89° 39' 00" E, 100.33 feet; Thence N 00° 26' 57" E, 12.22 feet; Thence S 89° 33' 03" E, 270.00 feet; Thence S 00° 26' 57" W, 3.92 feet; Thence N 88° 49' 52" E, 50.02 feet; Thence N 00° 26' 57" E, 27.77 feet; Thence S 89° 33' 03" E, 327.50 feet; Thence S 01° 22' 09" W, 110.92 feet; Thence S 89° 49' 07" W, 371.44 feet; Thence due South, 10.87 feet; Thence N 89° 58' 06" W 314.38 feet; Thence S 01° 03' 41" W, 85.51 feet; Thence due West, 59.13 feet; Thence N 00° 21' 00" E 176.47 feet; To the point of beginning. Containing 1.90 acres, and subject to any and all easements of record.

3. Phase III

A parcel of land in the Northwest 1/4 of Section 3, T.4 S., R.10E., Brownstown Township, Wayne County, Michigan described as:

Beginning at a point N. 00° 21' 00" E. 612.85 feet and N 88° 54' 12" E, 757.55 feet; from the West 1/4 corner of Section 3. thence N 00° 27' 17" W, 230.18 feet; thence N 89° 49' 07" E, 51.85 feet; thence N 01° 22' 09" E, 110.92 feet; thence N 00° 26' 57" E, 111.24 feet; thence S 89° 49' 48" E, 138.41 feet; thence S 00° 40' 30" W, 448.50' feet; thence S 88° 54' 12" W 186.70 feet; to the point of beginning. Containing 1.70 acres, and subject to any and all easements of record.

4. Phase IV

A parcel of land in the Northwest 1/4 of Section 3, T.4 S., R.10E, Brownstown Township, Wayne County, Michigan described as:

Beginning at a point N. 00° 21' 00" E. 612.85 feet and N 88° 54' 12" E, 486.33 feet; From the West 1/4 corner of Section 3. Thence N 00° 00' 38" E, 101.70 feet; Thence N 56° 19' 02" W, 60.40 feet; thence due North, 99.16 feet; thence N 89° 49' 07" E, 319.59 feet; thence S 00° 27' 17" E, 230.18 feet; thence S 88° 54' 12" W 271.22 feet; To the point of beginning. Containing 1.58 acres, and subject to any and all easements of record.

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5. Phase V

WITNESS:

A parcel of land in the Northwest 1/4 Section 3, T.4S., R.10E., Brownstown Township, Wayne County, Michigan described as:

Beginning at a point N 00° 21' 00" E. 612.85 feet and N 88° 54' 12" E, 60.02 feet; From the West 1/4 corner of Section 3. Thence N 00° 21' 00" E, 146.33' feet; Thence due East, 59.13 feet; Thence N 01° 03' 41" E, 85.51 feet; Thence S 89° 58' 06" E, 314.38 feet; Thence due South, 88.29 feet; Thence S 56° 19' 02" E, 60.40 feet; Thence S 00° 00' 36" W, 101.70 feet; Thence S 88° 54' 12" W, 426.31' feet; To the point of beginning. Containing 1.99 acres, and subject to any and all easements of record.

G.H.G. DEVELOPMENT L.L.C.

In all other respects, the Master Deed shall remain in full force and effect.

	A Michigan Limited Liability Company
Chris Gullwar Chris Bullivan	By: Member
Kenneth J. Herrmann	By: David Hajciar Member
	By: Carl T. Gaiser Member
STATE OF MICHIGAN)) ss COUNTY OF WAYNE)	
On this Job day of July, 1998, the acknowledged before me, by Kurt Gaiser, Da	e foregoing First Amendment to Master Deed was avid Hajciar, and Carl T. Gaiser, members of G.H.G

Development L.L.C., a Michigan Limited Liability Company, on behalf of the company.

Drafted by and when recorded return to:

Harold A. Larson 37899 Twelve Mile Road, Suite 300, Farmington Hills, MI 48331

Wayne County, Michigan Chrystine Lee Sullival

My commission expires:

Liber-30253 Page-4.0 99384770 8/20/1999 08:34AM F.E. Youngblood, Wayne Co. Register of Deeds RDTHOTWA

This is to certify that there are no tax liens or tilles on this property and that taxes are paid for FIVE YEARS

no. 627 6 1969

WAYNE COUNTY TREASURER Clerk

SECOND AMENDMENT TO MASTER DEED LIBERTY SQUARE CONDOMINIUMS

Wayne County Condominium Subdivision Plan No. 480

This Second Amendment to Master Deed for LIBERTY SQUARE CONDOMINIUMS ("Second Amendment") is made and executed this Matter Development, L.L.C., a Michigan Limited Liability Company ("G.H.G."), whose address is 33018 Grand River Avenue, Farmington, Michigan 48336, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978 as amended), hereinafter referred to as "the Act", and the Master Deed for Liberty Square Condominiums.

WITNESSETH

WHEREAS, G.H.G. is Developer of LIBERTY SQUARE CONDOMINIUMS, a condominium project established pursuant to the Master Deed for LIBERTY SQUARE CONDOMINIUMS that was recorded in Liber 29884, Pages 1193 through 1262, inclusive on June 18, 1998 ("Master Deed") in Wayne County Register of Deeds, and known as Wayne County Condominium Subdivision Plan No. 480;

WHEREAS, a First Amendment to Master Deed LIBERTY SQUARE CONDOMINIUMS was recorded in Liber 29912, Pages 1415 through 1417 inclusive in Wayne County Register of Deeds;

WHEREAS, Article VII of the Master Deed reserves to G.H.G. the right to expand the condominium and to amend the Master Deed accordingly; and

WHEREAS, upon the recording of this Second Amendment in the Wayne County Register of Deeds, the condominium project is expanded;

NOW THEREFORE, G.H.G. does, upon the recording hereof, amend the Master Deed subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in the Master Deed and Exhibits A and B thereto, except as specifically modified and amended by this Second Amendment, all of which shall be deemed to run with the land and shall be a burden and a benefit to G.H.G., its successors and assigns, and any persons acquiring or owning an interest in

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the condominium premises, their Grantees, successors, heirs, personal representatives and assigns; and in furtherance of the expansion of the condominium project, it is provided as follows:

1. Article I, Title and Nature as set forth below shall completely replace and supersede Article I of the Master Deed as originally recorded in Liber 29884, Pages 1193 through 1262, inclusive, Wayne County Records, and that originally recorded Article I shall be of no further force or effect:

ARTICLE I

The Condominium Project shall be known as Liberty Square Condominiums, Wayne County Condominium Subdivision Plan No. 480. The engineering and architectural plans for the Project were approved by, and are on file with, the Township of Brownstown. The Condominium Project is established in accordance with the Act. Exhibit B of the Master Deed is hereby revised to include the additional land which together with that land which is described in Exhibit B of the Master Deed now constitutes the expanded Condominium Project. Those modifications are attached hereto as Exhibit A. buildings, units and other improvements contained in the expanded Condominium Project, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the attached Exhibit A. Each individual Unit is comprised of a living Unit 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 of 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 the other co-owners the Common Elements of the Condominium Project as are designed by the Master Deed and this First Amendment. Co-owners shall have the voting rights in the Liberty Square Condominiums Association as set forth herein and in the Condominium and corporate bylaws and Articles of Incorporation of such Association.

2. Article II, Legal Description, as set forth below provides the legal description for Additional Land and corresponding units which shall hereinafter be referred to as Phase II in this Article of the Master Deed originally recorded in Liber 29884, Pages 1193 through 1262 inclusive, Wayne County Records.

ARTICLE II LEGAL DESCRIPTION

The Additional Land which is dedicated to the condominium project established by this Second Amendment to the Master Deed is described as follows:

Phase II

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 3. TOWN 4 SOUTH, RANGE 10 EAST, BROWNSTOWN TOWNSHIP. WAYNE COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT A POINT WHICH IS N. 00°21'00"E,, 748.35 FEET AND S. 89°27'52"E., 60.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 3; THENCE N. 00°21'00"E, 188.69 FEET: THENCE S. 89°39'00"E., 100.33 FEET: THENCE N. 00°26'57"E., 12.22 FEET: THENCE S. 89°33'03"E., 270.00 FEET; THENCE S. 00°26'57"W., 3.92 FEET: THENCE N. 88°49'52"E., 50.02 FEET; THENCE N. 00°26'57"E., 27.77 FEET; THENCE S. 89°33'03"E., 327.50 FEET; THENCE N. 00°26'57"E., 111.24 FEET: THENCE S. 89°49'48"E., 138.41 FEET; THENCE S. 00°40'30" W., 298.27 FEET; THENCE N. 89°33'03"W., 195.23 FEET; THENCE N. 00°26'57"E., 72.52 FEET; THENCE N. 89°33'03"W., 61.81 FEET; THENCE S. 00°01'16"E., 96.04 FEET; THENCE S. 89°40'43"W., 184.15 FEET; THENCE N. 43°54'25"W., 51.98 FEET; THENCE N. 00°26'57"E., 60.12 FEET; THENCE S. 89°59'33"W., 33.75 FEET; THENCE S. 00°18'04"E., 10.52 FEET; THENCE N. 89°58'06"W., 314.38 FEET; THENCE S. 00°12'10"W., 98.29 FEET; THENCE N. 89°27'52"W. 60,45 FEET TO THE POINT OF BEGINNING. CONTAINING 3.45 ACRES MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

3. Article IV A, only as set forth below shall completely replace and supersede Article IV A. of the Master Deed as originally recorded in Liber 29884, Pages 1197 and 1198, Wayne County Records, (Article IV B. and C. as originally recorded shall remain unchanged), and Article IV A. as originally recorded shall be of no further force or effect:

ARTICLE IV COMMON ELEMENTS

The common elements of the Project described in preceding Article II of this Second Amendment and in Exhibit A attached hereto, and the respective responsibilities for maintenance, declaration, repair or replacement thereof, are as follows:

- A. General Common Elements, which are:
 - Land. The land described in Article II hereof, including private drives and sidewalks not identified as Limited Common Elements.
 - 2. <u>Electrical</u>. The electrical transmission system throughout the Project up to, but not including, the electric meter for each Unit, together with common lighting for the Project, if any is installed.
 - 3. <u>Telephone</u>. The telephone system throughout the Project up to the point of entry to each unit.

- 4. Gas. The gas distribution system throughout the Project up to, but not including, the gas meter for each Unit.
- 5. <u>Water.</u> The water distribution system throughout the Project including that contained within the Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- 6. <u>Sanitary Sewer</u>. The sanitary sewer system throughout the Project, including that contained within the Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- 7. <u>Storm Sewer</u>. The storm sewer system throughout the Project, including the retention pond.
- 8. <u>Telecommunications</u>. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- 9. <u>Foundations, supporting columns.</u> Unit perimeter walls (including windows and doors therein), roofs, ceilings, halls, floor construction between Unit level and chimneys.
- 10. <u>Miscellaneous</u>. The sprinkler system, if any, (including the pump and related apparatus), stairways, meter rooms and walkways not exclusively limited to any particular Unit.
- 11. Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines systems and equipment shall be General Common Elements only to the extent of the co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

4. Article VI, A. and VI. D. as set forth below shall completely replace and supersede Article VI A and D of the Master Deed as originally recorded in Liber 29884, Pages 1193 through 1262, inclusive, Wayne County Records, (all other sections of this Article remain unchanged), and that originally recorded Article VI A. and D. shall be of no further force or effect:

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. The Condominium consists of 66 units, all with equal value. Each Unit is described in this paragraph with reference to Exhibit A (condominium subdivision plan) attached hereto and Exhibit B (condominium subdivision plan) to the Master Deed as originally recorded. Each Unit shall include all that space contained within the interior side of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed (as amended) and the individual number assigned to the Unit in the applicable Condominium Subdivision Plan.
- D. Modification of Units. The size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described according to Exhibit A attached hereto, and as they may be revised or amended from time-to-time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element.
- 5. Article VII A, B, C and D as set forth below shall completely replace and supersede Article VII A. and B. of the Master Deed as originally recorded in Liber 29884, Pages 1193 through 1262, inclusive, Wayne County Records, (Section E of this Article remains unchanged) and the First Amendment to Master Deed recorded in Liber 29912, Pages 1415 through 1417, inclusive, in Wayne County Records, and that originally recorded Article VII A, B, C and D shall be of no further force or effect:

ARTICLE VII EXPANSION OF CONDOMINIUM

- A. The Condominium established pursuant to the Master Deed, First Amendment to Master Deed and this Second Amendment to Master Deed and consisting of sixty-six (66) units is intended to constitute Phase I and Phase II of a three-phase project to contain in its entirety not more than 100 Units. The Developer, for itself and its successors and assigns, hereby reserves the option, in its sole discretion, to expand the Condominium in accordance with the Act upon the terms and conditions hereinafter set forth.
- B. The parcel of land which may be added ("Additional Land") to the Condominium as a result of the exercise of Developer's option to expand the Condominium reserved in Article VII-A hereof is described as follows:

Phase III

A PARCEL OF LAND IN THE N.W. 1/4 OF SECTION 3, T.4S., R.10E., BROWNSTOWN TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT WHICH IS N.00°21'00" E. 612.70 FT. AND N.88°54'05"E. 60.02 FT. FROM THE WEST 1/4 CORNER OF SECTION 3; THENCE N.00°21'00"E. 133.94 FT.; THENCE S.89°27'52"E. 60.45 FT.; THENCE 98.29 FT.; THENCE \$.89°58'06"E. 314.38 FT; THENCE N.00°12'10"E. 10.52 FT.; THENCE N.89°59'33"E. 33.75 FT.; THENCE N.00°18'04"W. S.00°26'57"W. 60.12 FT.; THENCE S.43°54'25"E. 51.98 FT.; THENCE N. 96.04 FT.; THENCE 184.15 FT., THENCE N. 00°01'16"W. 89°40'43"E. 72.52 FT.: THENCE 61.81 FT.; THENCE S.00°26'57"W. S.89°33'03"E. 195.23 FT.; THENCE S.00°40'30"W. 150.05 FT.; THENCE S.89°33'03"E. S.88°54'05"W. 884,24 FT. TO THE POINT OF BEGINNING. CONTAINING 3.71 ACRES OF LAND AND SUBJECT TO ALL EASEMENTS OF RECORD.

- C. The Developer owns, in fee simple absolute, the land compromising Phases I and II, together with a portion of what shall constitute Phase III.
- D. <u>No restrictions upon expansion</u>. The consent of the co-owners shall not be required for the exercise of the Developer's option to expand the Condominium. Expansion of the Condominium Project shall occur, without restriction, under the following conditions:
 - 1. The Developer's right to elect to expand the Project shall expire on June 1, 2004.
 - 2. All or any portion of the Additional Land may be added, but none of it must be added.
 - 3. The Developer specifically reserves the right in its sole discretion, to add Phase III, constituting the Additional Land as and when it so desires.
 - 4. The order in which any portion or all of the Additional Land may be added does not restrict it, nor are there are any restrictions fixing the boundaries of those portions of the Additional Land that may be added.
 - 5. There is no restriction as to the location of any improvements that may be made on any portions of the Additional Land.
 - 6. The maximum number of Condominium Units that may be created on the Additional Land is 34 units.

- 7. There is no restriction upon the minimum number of Condominium Units that my be placed on any portion of the Additional Land.
- The maximum percentage of the aggregate land and floor area of all Condominium Units that may be created on the Additional Land that may be occupied by Condominium Units not restricted exclusively to residential use is zero.
- The nature, size, appearance and location of all additional Units, if any, placed upon the Additional Land will be, as may be determined by the Developer in its sole judgment, without any restrictions whatsoever.
- 10. There are no restrictions as to what improvements may be made on the Additional land.
- 11. There are no restrictions as to the types of Condominium Units that may be created on the Additional Land.
- 12. The Developer reserves the right, in its sole discretion, to create convertible and contractible areas and limited common elements within any portion of the Additional Land added to the Condominium Project and to designate general common elements which may subsequently be assigned as Limited Common Elements.
- 13. The Condominium Project shall be expanded by an appropriate successive amendment to the Master Deed as recorded together with this First Amendment, each adding to the Condominium Project, as then constituted, and when the Condominium Project is concluded, the Developer shall cause to be prepared and recorded the Consolidating Master Deed.
- 14. By this Master Deed, the Developer also reserves the right to create easements within any Phase of the Condominium Project for the benefit of the Additional Land, whether or not it is ever added to the Condominium Project.
- 15. All expansion must be carried out in accordance with the provisions of the Act.
- 5. Article X, Amendment, as set forth below shall completely replace and supersede Article X of the Master Deed as originally recorded in Liber 29884, Pages 1193 through 1262 inclusive, Wayne County Records and that originally recorded Article X shall be of no further force or effect:

ARTICLE X AMENDMENT

The Master Deed as originally recorded together with the recorded First Amendment and this Second Amendment and Condominium Subdivision Plans (Exhibit B to said Master Deed and Exhibit A to this Second Amendment) may be amended with the consent of sixty-six and two-thirds (66 2/3%) percent of the co-owners, except as hereinafter set forth:

- A. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the co-owner and mortgagee or any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.
- B. By Developer. Prior to one year after expiration of the Construction and Sales Period, the Developer may, without the consent of any co-owner or any other person, amend the Master Deed, the First Amendment and this Second Amendment together with the Condominium Subdivision Plans attached as Exhibit B to the Master Deed and Exhibit A to this Second Amendment in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached to the Master Deed as originally recorded (Exhibit A to said Master Deed and as incorporated by reference herein as to this Second Amendment) as do not materially affect any rights of any co-owners or mortgagees in the Project.
- C. Change in Percentage of Value. The value of the vote of any co-owner and the corresponding proportion of the common expenses assessed against such co-owner shall not be modified without the written consent of such co-owner and his mortgagee, nor shall the Percentage of Value assigned to any Unit be modified without like consent, except as provided in Article VI and Article VII according to this First Amendment hereof.
- D. <u>Developer Approval</u>. During the Construction and Sales Period for any one or more of Phase I through Phase III, Articles IV, VI, VII, IX, and this Article X (as they relate either to the Master Deed or this First Amendment) shall not be amended nor shall the provisions thereof be modified by any other amendment to the Master Deed or this First Amendment without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale.
- E. <u>Amendments for Secondary Market Purposes</u>. Without the consent of coowners or mortgagees, Developer or the Association may amend this Master

Deed or By-Laws to facilitate mortgage loan financing for existing or prospective co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veteran's Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

In all other respects, the original Master Deed for Liberty Square Condominiums, except as hereby specifically amended, is ratified, confirmed and redeclared.

WITNESSETH:	G.H.G. DEVELOPMENT, L.L.C., a Michigan Limited Liability Company
Denise A. Whitehead Pamela R. Cline. PAMELAR. CLINE JOINEKA DAYNE IN. KLINGBEID ROSE M. BRANDENBURG ROSE M. BRANDENBURG	By: Murt/Galser, Member By: David Hajciar, Member By: Massey Carl T. Gaiser, Member
STATE OF MICHIGAN)	
COUNTY OF OAKLAND)	
Master Deed was acknowledged /t	1999, the foregoing Second Amendment to lefore me, by KURT GAISER, member of G.H.G Limited Liability Company, on behalf of the company
DENISE A, WHITEHEAD Notary Public, Wayne County, Michigan Acting In Oakland County My Commission Expires May 28, 2002	Notary Public, County, MI

Liber-30253

Page-13.0

STATE OF MICHIGAN)	
)SS. COUNTY OF)	
master peed was acknowledded be	1999, the foregoing Second Amendment to efore me, by DAVID HAJCIAR, member of G.H.G Limited Liability Company, on behalf of the company
	Pune Marie Klingbel
	Notary Public, County, MI My comm. expires:
STATE OF MICHIGAN))SS.	PANELA MARIE KLINGBEIL Notary Public, Wayne County, MI My Commission Expires Nov. 10, 2000
Master Deed was acknowledged be	, 1999, the foregoing Second Amendment to fore me, by CARL T. GAISER, member of G.H.G Limited Liability Company, on behalf of the company
	Faml Marie Klingbeil
	Notary Public, County, MI My comm. expires:
Drafted by and when	PAMELA MARIE KLINGBEIL Notary Public, Wayne County, MI Not Commission Expires Nov. 10, 2000

Drafted by and when recorded return to: Harold A. Larson 37899 Twelve Mile Road, Suite 300 Farmington Hills, MI 48331

SUBDIVISION PLAN No. 480 EXHIBIT A TO SECOND AMENDMENT TO MASTER DEED OF WAYNE COUNTY CONDOMINIUM REPLAT No. 1

LIBERTY SQUARE CONDOMINIUMS

BROWNSTOWN TOWNSHIP NORTHWEST 1/4 OF SECTION 3, T.4 S., R.10 E. WAYNE COUNTY, MICHIGAN

DEVELOPER GHG DEVELOPMENT, LLC. SURVEYOR JOSEPH L BISHOP RLIS, P.C 3308 GRAND RIVER FARMINGTON, MICHGAN 48336

ENGINEER AR DECKER AND ASSOCIATES 906 E. LONG LAKE ROAD THOY, MICHIGAN 48098

PONTIAC, M 48341-1631 31 OTTAWA DRIVE

ARCHITECT: CAPL E GAISER, ARCHITECT
330'8 GRAND RIVER FARMINGTON, MI 48336

THENCE S. 0018'04" E., 10.52 FEET; THENCE N. 89'58'06" W., 314.38 FEET; THENCE S. 00'12'10" W., 98.29 FEET; THENCE N. 89'27'52" W., 60.45 FEET TO THE POINT OF E., 50.02 FEET; THENCE N. 00"26"57" E., 27.77 FEET; THENCE S. 89"33"03" E., 327.50 FEET; THENCE N. 00"26"57" E., 111.24 FEET; THENCE S. 89"49"48" E., 138.41 FEET; N. 00'26'57" E., 72.52 FEET; THENCE N. 89'33'03" W., 61.81 FEET; THENCE S. 00'01'16" E., 96.04 FEET; THENCE S. 89'40'43" W., 184.15 FEET; THENCE N. 43'54'25" W., 51.98 BEGINNING AT A POINT N. 00'21'00" E., 748.35 FEET AND S. 89'27'52" E., 60.00 FEET BROWNSTOWN TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: FEET; THENCE N. 00'26'57" E., 60.12 FEET; THENCE S. 89'59'33" W., 33.75 FEET; THENCE S. 00'40'30" W., 298.27 FEET; THENCE N. 89'33'03" W., 195.23 FEET; THENCE THENCE S. 89°39'00" E., 100.33 FEET; THENCE N. 00°26'57" E., 12.22 FEET; THENCE S. 89°33'03" E., 270.00 FEET; THENCE S. 00°26'57" W., 3.92 FEET; THENCE N. 88°49'52" FROM THE WEST 1/4 CORNER OF SECTION 3; THENCE N. 00'21'00" E., 188.69 FEET; A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 3, T. 4 S., R. 10 E., PHASE 2 LEGAL DESCRIPTION (LAND BEING ADDED BY THIS REPLAT) RECORD. BEGINNING. 96.04 FEET; THENCE S. 89'40'43" CONTAINING 3.45 ACRES AND SUBJECT TO ANY AND ALL EASEMENTS OF

> EXAMINED AND APPROVED AUG 1 9 1999

PLAT ENGINEER DANIEL P. LANS

nok

REVISED, DATED 7/1/99. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES NEW OR AMENDED DRAWINGS WHICH ARE PREVIOUSLY RECORDED

SURVEY PLAN DESCRIPTION

EASEMENTS SITE PLAN

Uחוודץ PLAN

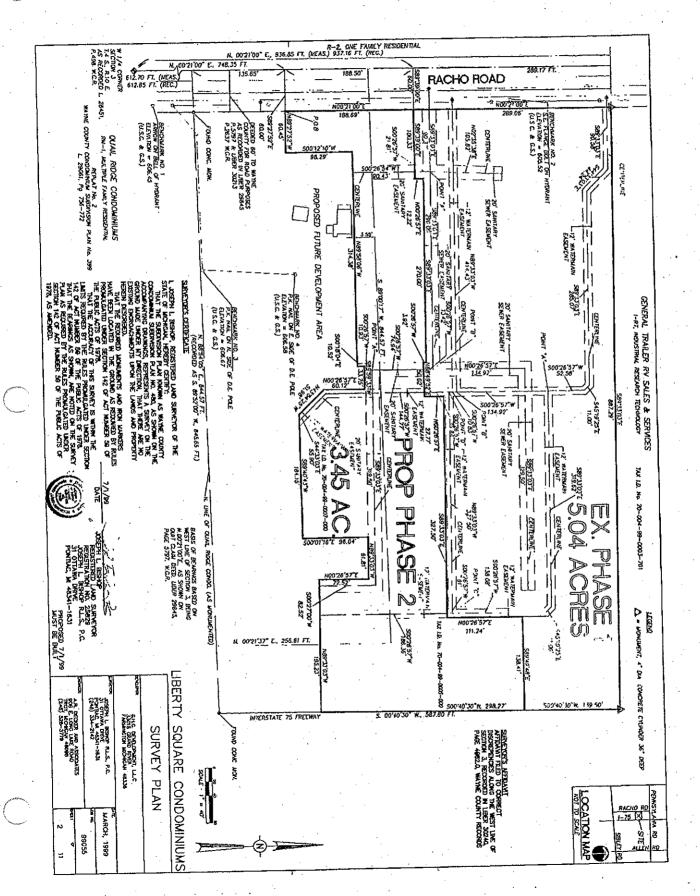
RANCH UNIT

BUILDING SECTION (4 UNIT BUILDING)

BUILDING SECTION (6 UNIT BUILDING)

THRU BUILDING SECTION (RANCH/TWO STORY)
UNIT ADDRESSES

3ROPOSED 7/1/99



A 20" WAE STRIP OF CHAD BEING PART OF THE MORTHWEST L/A OF SECTION 3, T.AS., R.TOE, BROWNSTAWN TOWNSHIP, WAWE COUNTY, MCHECH, MHOSE CRITICIANE IS MORE PARTICULARLY OCCUPIED AS RECOMMEND AT THE WEST L/A CORNER OF SAID SECTION 3 THENCE A, COTZYOT E, SAISSECT E, SAIDS ES, BACKET IS THENCE S. SAIDSTOT E, COLD TEET TO THE PART OF EXCHANGE METHOD ES A SAIDSTOT METHOD ES A SAIDSTOT METHOD ES A SAIDSTOT METHOD ES A COTZYOT METHOD ES A COTZYOT METHOD ES A COTZYOT METHOD ES A COTZYOT METHOD THE PART OF EXCHANGE S. COTZYOT METHOD ES A COTZYOT METHOD E SANITARY SEMER EASEMENTS
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LIBERTY SQUARE CONDOMINIUMS EASEMENTS

PROPOSED 7/1/99

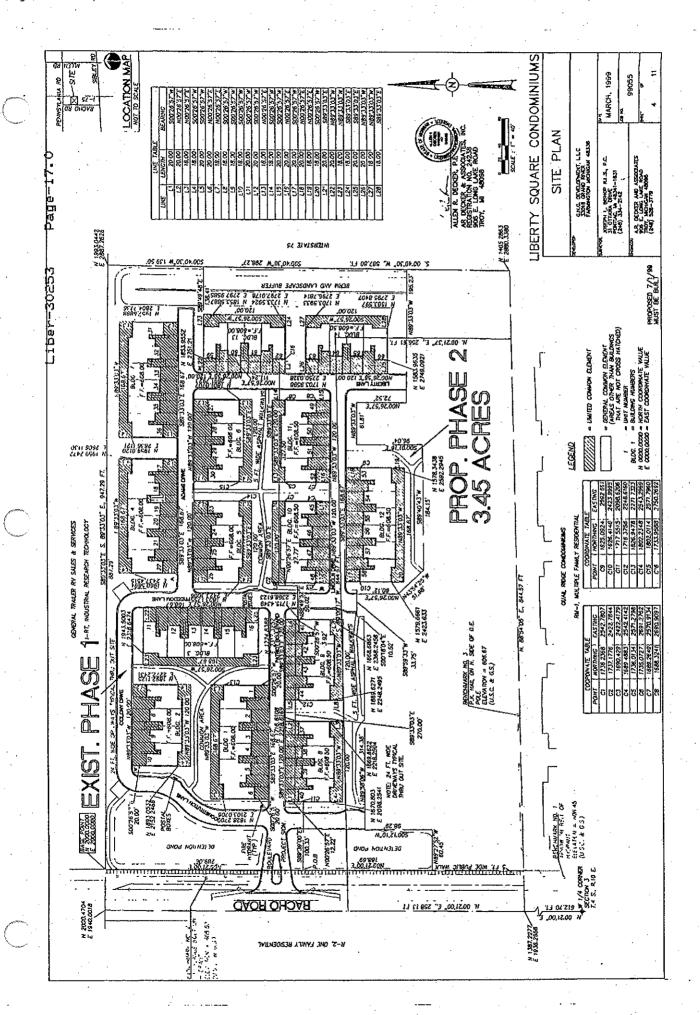
AR. DEDKER AND ASSOCIATES SOS E. LONG LAND ROAD TROY, INCORDAN 48008 (246) 528-3779

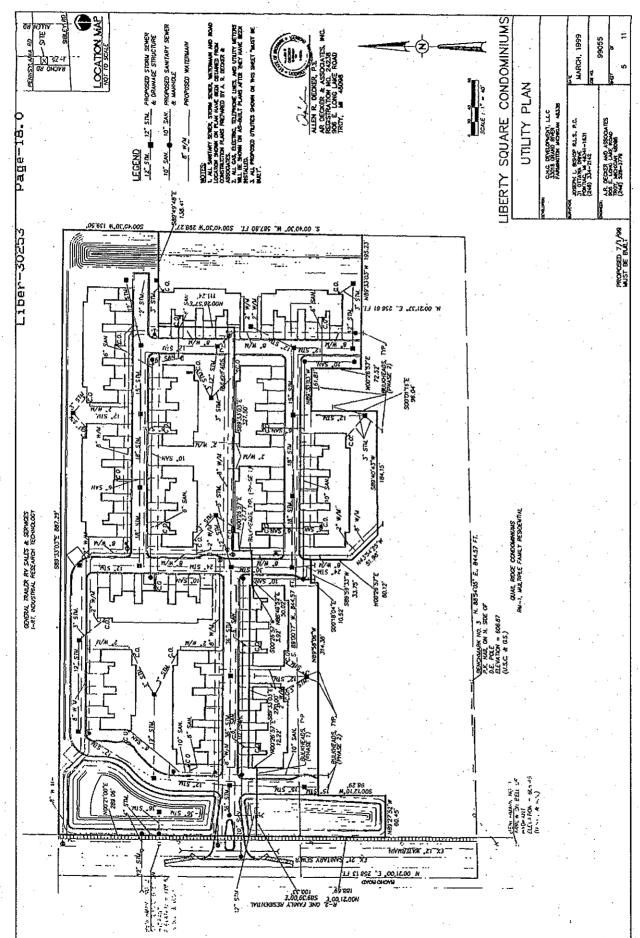
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MARCH, 1999

99055

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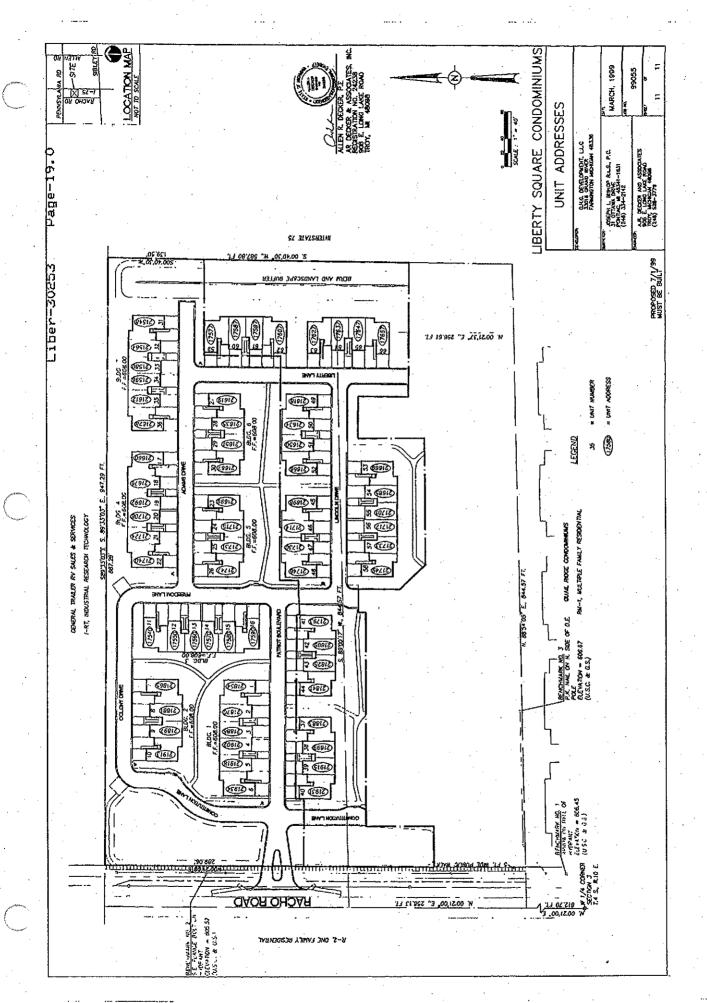


A. Commercial Commerci

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\$4.00 REHONUMENTATION

RECORDED FOREST E. YOUNGBLOOD, REGISTER OF DEEDS' WAYKE COUNTY, KI

Receipt #5992

\$51.00 DEED

THIRD AMENDMENT TO THE MASTER DEED FOR LIBERTY SQUARE CONDOMINIUMS

Wayne County Condominium Subdivision Plan No. 480

DEVELOPMENT, L.L.C., a Michigan Limited Liability Company ("G.H.G."), whose address is 33018 Grand River Avenue, Farmington, Michigan 48336, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978 as amended), hereinafter referred to as "the Act", and the Master Deed for Liberty Square Condominiums.

WITNESSETH:

WHEREAS, G.H.G. is Developer of LIBERTY SQUARE CONDOMINIUMS, a condominium project established pursuant to the Master Deed for LIBERTY SQUARE CONDOMINIUMS recorded in Liber 29884, Pages 1193 through 1262, inclusive on June 18, 1998 ("Master Deed") in Wayne County Register of Deeds, and known as Wayne County Condominium Subdivision Plan No. 480;

WHEREAS, a First Amendment to Master Deed LIBERTY SQUARE CONDOMINIUMS was recorded in Liber 29912, Pages 1415 through 1417 inclusive in Wayne County Register of Deeds;

WHEREAS, a Second Amendment to Master Deed LIBERTY SQUARE CONDOMINIUMS was recorded on August 20, 1999 in Liber 30253, Pages 4 through 19 inclusive in Wayne County Register of Deeds;

WHEREAS, Article VII of the Master Deed reserves to G.H.G. the right to expand the condominium and to amend the Master Deed accordingly; and

WHEREAS, upon the recording of this Third Amendment in the Wayne County Register of Deeds, the condominium project is expanded.

NOW THEREFORE, G.H.G. does, upon the recording hereof, amend the Master

This is to certify that there are no tax flens or titles on this property and that taxes are paid for FIVE YEARS is to date of this instrument EXCEPT

12moa · 1999,

JHK 15M24Q 03-08-2000 33CL8479

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Deed subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in the Master Deed and Exhibits A and B thereto, except as specifically modified and amended by the First Amendment, Second Amendment and this Third Amendment, all of which shall be deemed to run with the land and shall be a burden and a benefit to G.H.G., its successors and assigns, and any persons acquiring or owning an interest in the condominium premises, their Grantees, successors, heirs, personal representatives and assigns; and in furtherance of the expansion of the condominium project, it is provided as follows:

1. Article I, TITLE AND NATURE, as set forth below shall completely replace and supersede Article I of the Master Deed as originally recorded in Liber 29884, Pages 1193 through 1262, inclusive, Wayne County Records, and Article I of the Second Amendment to Master Deed recorded in Liber 30253, Pages 4 through 19 inclusive, Wayne County Records, and that original Article I of the Master Deed and Article I of the Second Amendment to Master Deed shall be of no further force or effect:

ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Liberty Square Condominiums, Wayne County Condominium Subdivision Plan No. 480. The engineering and architectural plans for the Project were approved by, and are on file with, the Township of Brownstown. The Condominium Project is established in accordance with the Act. Exhibit B of the Master Deed and Exhibit A to Second Amendment to Master Deed are hereby revised to include the additional land, which together with that land which is described in Exhibit B of the Master Deed and Exhibit A of the Second Amendment to Master Deed now constitutes the expanded and completed Condominium Project. Those modifications are attached hereto as Exhibit A. The buildings, units and other improvements contained in the expanded Condominium Project, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the attached Exhibit A. individual Unit is comprised of a living Unit 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 of 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 the other co-owners the Common Elements of the Condominium Project as are designated by the Master Deed, the Second Amendment to Master Deed and this Third Amendment to Master Deed, Co-owners shall have the voting rights in the Liberty Square Condominiums Association as set forth herein and in the Condominium and corporate bylaws and Articles of Incorporation of such Association.

2. Article II, LEGAL DESCRIPTION, as set forth below provides the legal description for Further Additional Land and corresponding units which shall hereinafter be referred to as Phase III in this Article of the Master Deed as amended.

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ARTICLE II LEGAL DESCRIPTION

The Further Additional Land which is dedicated to the condominium project established by this Third Amendment to the Master Deed is described as follows:

Phase III

A PARCEL OF LAND IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWN 4 SOUTH, RANGE 10 EAST, BROWNSTOWN TOWNSHIP. WAYNE COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT A POINT N. 00°21'00"E., 748.35 FEET AND S. 89°27'52"E., 60.00 FEET FROM THE WEST ONE-QUARTER CORNER OF SECTION 3; THENCE S. 00°21'00"W. 133.93 FEET; THENCE N. 88°54'05"E., 884.24 FEET; THENCE N. 00°40'30"E., 150.03 FEET; THENCE N. 89°33'03"W., 195.23 FEET, THENCE N. 00°26'57"E., 72.52 FEET; THENCE N. 89°33'03"W., 61.81 FEET; THENCE S. 00°01'16"E., 96.04 FEET; THENCE S. 89°40'43"W., 184.15 FEET; THENCE N. 43°54'25"W., 51.98 FEET; THENCE N. 00°26'57"E., 60.12 FEET; THENCE S. 89°59'33" W., 33.75 FEET; THENCE S. 00°18'04"E., 10.52 FEET; THENCE N. 89°58'06"W., 314.38 FEET; THENCE S. 00°12'10"W., 98.29 FEET: THENCE N. 89°27'52"W., 60.45 FEET TO THE POINT OF BEGINNING. CONTAINING 3.71 ACRES, AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

3. Article IV, COMMON ELEMENTS, Sec. A, only as set forth below shall completely replace and supersede Article IV A. of the Master Deed as originally recorded in Liber 29884, Pages 1197 and 1198, Wayne County Records, and Article IV A. of Second Amendment to Master Deed as recorded in Liber 30253, Pages 4 through 19, inclusive, Wayne County Records, (Article IV B. and C. as originally recorded shall remain unchanged), and Article IV A. as recorded in the Master Deed and Second Amendment shall be of no further force or effect:

ARTICLE IV COMMON ELEMENTS

The common elements of Phases I, II and III constituting the completed Project with respect to responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

A. General Common Elements, which are:

- 1. <u>Land</u>. The land described in Phases I, II and III, including private drives and sidewalks not identified as Limited Common Elements.
- 2. <u>Electrical</u>. The electrical transmission system throughout the Project up to, but not including, the electric meter for each Unit, together with common lighting for the Project, if any is installed.
- 3. <u>Telephone</u>. The telephone system throughout the Project up to the point of entry to each unit.
- 4. Gas. The gas distribution system throughout the Project up to, but not including, the gas meter for each Unit.
- 5. <u>Water</u>. The water distribution system throughout the Project including that contained within the Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- 6. <u>Sanitary Sewer</u>. The sanitary sewer system throughout the Project, including that contained within the Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- 7. Storm Sewer. The storm sewer system throughout the Project, including the retention pond.
- 8. <u>Telecommunications</u>. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- 9. <u>Foundations, supporting columns.</u> Unit perimeter walls (including windows and doors therein), roofs, ceilings, halls, floor construction between Unit level and chimneys.
- 10. <u>Miscellaneous</u>. The sprinkler system, if any, (including the pump and related apparatus), stairways, meter rooms and walkways not exclusively limited to any particular Unit.
- 11. Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines systems and equipment shall be General Common Elements only to the extent of the co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

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4. Article VI, UNIT DESCRIPTION AND PERCENTAGE OF VALUE, Sections A and D, as set forth below shall completely replace and supersede Article VI A and VI D of the Master Deed as originally recorded in Liber 29884, Pages 1193 through 1262, inclusive, Wayne County Records, and in the Second Amendment to the Master Deed as recorded in Liber 30253, Pages 4 through 19 inclusive, Wayne County Records (all other sections of this Article as stated in the Master Deed remain unchanged), and that Article VI A. and VI. D. as provided in the Master Deed and Second Amendment to Master Deed shall be of no further force or effect:

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. The Condominium consists of 100 units, all with equal value. Each Unit is described in this paragraph with reference to Exhibit A (Condominium Subdivision Plan) attached hereto and Exhibit B (Condominium Subdivision Plan) to the Master Deed and Exhibit A (Condominium Subdivision Plan) to Second Amendment to Master Deed as both were originally recorded. Each Unit shall include all that space contained within the interior side of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the applicable Condominium Subdivision Plan.
- D. Modification of Units. The size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described according to Exhibit A attached hereto, and as they may be revised or amended from time-to-time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element
- 5. Article VII, EXPANSION OF CONDOMINIUM, Sections A, B, C and D as set forth below shall completely replace and supersede Article VII A, B, of the Master Deed as originally recorded in Liber 29884, Pages 1193 through 1262, inclusive, Wayne County Records, the First Amendment to Master Deed recorded in Liber 29912, Pages 1415 through 1417, inclusive, Wayne County Records, Article VII A, B, C and D of the Second Amendment to Master Deed recorded in Liber 30253, Pages 4 through 19 inclusive,

Wayne County Records; the replacing and superseding of the foregoing thereby rendering them to be of no further force or effect:

ARTICLE VII EXPANSION OF CONDOMINIUM

- A. The Condominium established pursuant to the Master Deed, First Amendment to Master Deed, Second Amendment to Master Deed and this Third Amendment to Master Deed with the addition of Units 67 through 100, inclusive, by virtue of Replat No. 2, now consists of 100 units of combined Phases I, II and III, and now constitutes the completed condominium project and represents the conclusion to all expansion.
- C. The Developer owns, in fee simple absolute all of the land constituting Phase III and the land in Phases I and II which do not have other co-owners.
- D. Further expansion of the Project in excess of 100 units is prohibited.
- 6. Article X, AMENDMENT, as set forth below shall completely replace and supersede Article X of the Master Deed as originally recorded in Liber 29884, Pages 1193 through 1262 inclusive, Wayne County Records, and Article X of the Second Amendment to Master Deed as recorded in Liber 30253, Pages 4 through 19 inclusive, Wayne County Records, and that the replacing and superseding of the aforementioned Article X as stated in the Master Deed and Second Amendment to Master Deed shall be of no further force or effect:

ARTICLE X AMENDMENT

The Master Deed as originally recorded together with the recorded First Amendment to Master Deed, Second Amendment to Master Deed, this Third Amendment to Master Deed and Condominium Subdivision Plans (Exhibits B to said Master Deed, Exhibit A to Second Amendment, and Exhibit A to this Third Amendment) may be amended with the consent of sixty-six and two-thirds (66 2/3%) percent of the co-owners, except as hereinafter set forth:

A. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the co-owner

and mortgagee or any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

- By Developer. Prior to one year after termination of the Construction and Sales Period, the Developer may, without the consent of any co-owner or any other person, amend the Master Deed, the First Amendment to Master Deed, the Second Amendment to Master Deed and this Third Amendment to Master Deed, together with the Condominium Subdivision Plans attached as Exhibit B to the Master Deed, Exhibit A to the Second Amendment to Master Deed, and Exhibit A to this Third Amendment (together constituting the Consolidated Master Deed) in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached to the Master Deed as originally recorded (Exhibit A to said Master Deed and as incorporated by reference herein as to the Second Amendment to Master Deed and this Third Amendment to Master Deed) as do not materially affect any rights of any co-owners or mortgagees in the Project.
- C. Change in Percentage of Value. The value of the vote of any co-owner and the corresponding proportion of the common expenses assessed against such co-owner shall not be modified without the written consent of such co-owner and his mortgagee, nor shall the Percentage of Value assigned to any Unit be modified without like consent, except as provided in Article VI according to this Third Amendment to Master Deed.
- D. Developer Approval. During the Construction and Sales Period for any one or more of Phase I through Phase III, Articles IV, VI, VII, IX, and this Article X (as they are provided either in the Master Deed, the First Amendment to Master Deed, the Second Amendment to Master Deed, or this Third Amendment to Master Deed) without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale.
- E. <u>Amendments for Secondary Market Purposes</u>. Without the consent of coowners or mortgagees, Developer or the Association may amend this Master
 Deed or By-Laws to facilitate mortgage loan financing for existing or
 prospective co-owners and to enable the purchase or insurance of such
 mortgage loans by the Federal Home Loan Corporation, the Federal
 National Mortgage Association, the Government National Mortgage
 Association, the Veteran's Administration, the Department of Housing and
 Urban Development, Michigan State Housing Development Authority, or by
 any other institutional participant in the secondary mortgage market which
 purchases or insures mortgages.

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In all other respects, the original Master Deed, the First Amendment to Master Deed, and the Second Amendment to Master Deed for Liberty Square Condominiums, except as hereby specifically amended, and as collectively constituting the Consolidated Master Deed, is and are ratified, confirmed and redeclared.

WITNESSETH: -	G.H.G. DEVELOPMENT, L.L.C., a
	Michigan Limited Liability Company
Elaine B. Coleman	By: Kind of s
Ælaine B. Coleman	Kurt Øaiser, Member
Kose M. Branderburg	
Rose M. Brandenburg	
Claime B. Coleman	By: (1/1/2
Epaine B. Coleman	David Hajciar, Member
Lose M. Brandesting	
Rose M. Brandenburg	$0 \cdot 0 \cdot 1$
Clarie & Coleman	By Coul J. Gaiser
Elaine B. Coleman	Carl T. Gaiser, Member
Kon M. Branderburg	
Rose M. Brandenburg	·

STATE OF MICHIGAN)

)SS.

COUNTY OF OAKLAND)

On this 6 day of March, 2000, the foregoing Second Amendment to Master Deed was acknowledged before me, by KURT GAISER, member of G.H.G. DEVELOPMENT, L.L.C., a Michigan Limited Liability Company, on behalf of the company.

David Ellagana

Notary Public, <u>OAKIAND</u> County, MI My comm. expires: <u>Nev. 5</u>, 2004

Liber-31201 Page-105

STATE OF MICHIGAN)

SS.

COUNTY OF

On this _____day of March, 2000, the foregoing Second Amendment to Master Deed was acknowledged before me, by DAVID HAJCIAR, member of G.H.G. DEVELOPMENT, L.L.C., a Michigan Limited Liability Company, on behalf of the company.

Havid E Clappison

Notary Public, <u>OAKLANP</u> County, MI My comm. expires: <u>Nov. 5, 2004</u>

STATE OF MICHIGAN

)SS.

COUNTY OF OAKLAND)

On this _____day of March, 2000, the foregoing Second Amendment to Master Deed was acknowledged before me, by CARL T. GAISER, member of G.H.G. DEVELOPMENT, L.L.C., a Michigan Limited Liability Company, on behalf of the company.

Dand Ellappion

Notary Public, <u>OAKLAND</u> County, MI My comm. expires: <u>Nov. 5 2004</u>

Drafted by and when recorded return to: Harold A. Larson 37899 Twelve Mile Road, Suite 300 Farmington Hills, MI 48331

SUBDIVISION PLAN NO. 480 EXHIBIT A TO THIRD AMENDMENT TO MASTER DEED OF WAYNE COUNTY CONDOMINIUM REPLAT No. 2

IBERTY SQUARE CONDOMINIUMS

BROWNSTOWN TOWNSHIP, WAYNE COUNTY, MICHIGAN NORTHWEST 1/4 OF SECTION 3, T.4 S., R.10 E

SURVEYOR JOSEPHIL BISHOP RL.S., P.C. DEVELOPER GHG DEVELOPMENT, LL.C. 33018 GRAND RIVER FARMINGTON, MICHIGAN 48336

ENCANCER AR DECKER AND ASSOCIATES 906 E. LONG LAKE ROAD TROY MICHIGAN 48098 PONTIAC, MI 48341-831

31 OTTAWA DRIVE

ARCHITECT: CARL E. GAISER, ARCHITECT FARMINGTON, M. 48338 33018 CHAND RIVER

> EXAMINED AND APPROVED DATE MAR 0 8 2000

PLAT ENGINEER DANIEL P. LANE MCIN

> AR DECKER & ASSOCIATES, REGISTRATION NO. 24238 906 E. LONG LAKE ROAD ALLEN R. DECKER, P.E

THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES NEW OR AMENDED DRAWINGS WHICH ARE REVISED, DATED 1/17/00. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

¥E: -

SITE PLAN UTILITY PLAN RANCH UNIT

EASEMENTS

TWO STORY UNIT

89'33'03" W. 61.81 FEET; THENCE S. 00'01'16" E., 96.04 FEET; THENCE S. 89'40'43" W., 184.15 FEET; THENCE N. 43'54'25" W., 51.98 FEET; THENCE N. 00'26'57" E., 60.12

N. 89'33'03" M., 195.23 FEET; THENCE N. 00'26'57" E., 72.52 FEET; THENCE N.

BEGINNING AT A POINT N. 00"21"00" E., 748.35 FEET AND S. 89"27"52" E., 60.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 3; THENCE S. 00"21"00" W., 133.93 FEET; THENCE N. 88"54"05" E., 884.24 FEET; THENCE N. 00"40"30" E., 150.03 FEET; THENCE

A PARCEL OF LAND IN PHE WORTH MEST TIMA OF SECTION 3. T. 14 IS., R. 110 E.H. | 1.1 BROWNSTOWN TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

LEGAL DESCRIPTION (LAND BEING ADDED BY THIS REPLAT)

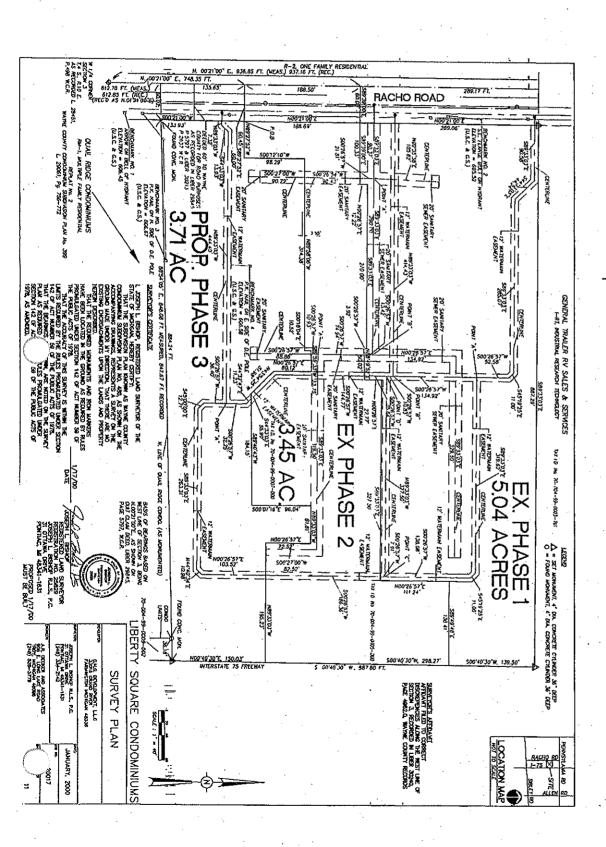
THENCE N. 89'58'06" W., 314.38 FEET, THENCE S. 00'12'10" W., 98.29 FEET; THENCE N. FEET; THENCE S. 89'59'33" W., 33.75 FEET; THENCE S. 00'18'04" E., 10.52 FEET;

VAINING 3.71 ACRES, AND

89'27'52" W., 60.45 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

BUILDING SECTION (4 UNIT BUILDING)
BUILDING SECTION (6 UNIT BUILDING)
THRU BUILDING SECTION (RANCH/THO STORY)
UNIT ADDRESSES

PROPOSED



AD WAS SIRE OF UND BEING PURT OF THE HORTHEST I/A OF SCHOM & T.AS. RUGE, BROWNSTOWN TOWNSHE, WATHE COUNTY, MODISON, WICE CATERUME IS MORE PARTOLINEARY RECOVERED AS RECOVERED A 20' WAZ SIRP OF LAND SENG PART OF THE MORTHEST 1/4 OF SCINON S. N.S. RIJE, BOOMSTOWN TOWNSPH, MINHE COLINTY, MOSHAM, WHOSE CONTIDUME IS MORE PARTICLARY NEXCOLARD AS EXEMPTION THE MEST 1/4 CONGRE OF SAID SETTON S. NOTEON F., TABLES FT., THOMES S. SOTTON F., TABLES S. SOTTON F., TA NITRIANS EASTHENIS.

17. WE SIDE OF LAD BOME PAPT OF THE HORITHEST I/A OF SECTION X. 1/45, R.I.E., BROWSTOWN TOMOSED, WATHE COUNT, MODELN, MICKE CATERLINE IS MORE FARTICULARY.

17. WE SIDE OF LAD BERNEY AT THE WEST I/A CHONGE OF SAD SECTION 3 TROVER N. 072700° E., 744,35 FT., TROVER S. 807702° E., 60.00 FT.; THENCE S. 807702° E., 60.05 FT., THENCE S. 807702° E., 80.05 FT., THENCE S. 807702° E., 60.05 FT., THENCE S. 807702° E., 80.05 FT., 10.05 FT.

PROPOSED 1/17/00 MUST BE BUILT

ALR. DEDOES AND ASSOCIATES SORE E. LONG LAXE ROWN THOM, MCD-84AV 40088 [248] 525-3779

LIBERTY SQUARE CONDOMINIUMS

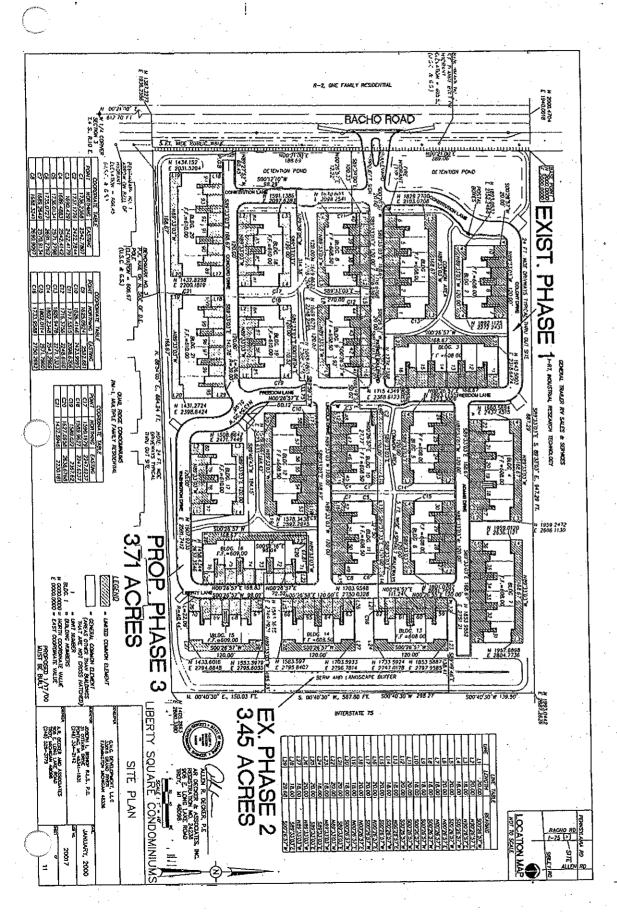
11, 11, 11

EASEMENTS

JANUARY, 2000 20017

JOSEPH L BYSICP RLS. F.C. 31 OTTAWA DEN'E PONTOAC, JR 48341-1631 (248) 334-2142

ENG DEVILOPMENT, LLC SUCH CHAID RIVER FARMERTON LADVICAN 46336



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