

94172023

CONSOLIDATING MASTER DEED
EMERALD POINTE CONDOMINIUM

L127495PA385

This Consolidating Master Deed is made and executed this 17th day of September, 1993, by J & E Community Homes, Ltd., a Michigan limited partnership, hereinafter referred to as "Developer" whose office is situated at 280 North Woodward Avenue, Suite 408, Birmingham, Michigan 48009 represented herein by its undersigned who is fully empowered and qualified to act on behalf of the partnership in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978) hereinafter referred to as the "Act".

WITNESSETH

WHEREAS, the Developer recorded its original Master Deed on August 31, 1987, in Liber 23404, Page 081; and

WHEREAS, the Developer recorded its First Amendment to Master Deed on February 17, 1989, in Liber 24078, Page 676; and

WHEREAS, the Developer recorded its Second Amendment to Master Deed on February 17, 1989, in Liber 24078, Page 933; and

WHEREAS, the Developer recorded its Third Amendment to Master Deed on February 17, 1989, in Liber 24079, Page 016; and

WHEREAS, the Developer recorded its Fourth Amendment to Master Deed on June 9, 1989, in Liber 24208, Page 755; and

WHEREAS, the Developer recorded its Fifth Amendment to Master Deed on January 30, 1990, in Liber 24513, Page 807; and

WHEREAS, Developer desires, by recording this consolidating Master Deed together with the Condominium By-Laws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated 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 condominium project under the provisions of the Act;

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Emerald Pointe Condominium as a condominium project under the Act and does declare that Emerald Pointe Condominium (hereinafter referred to as the "Condominium", "Project", or the "Condominium 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 said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

RECORDED AND APPROVED
DATE JUL 14 1994

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RECORDED AND APPROVED
DATE JUL 14 1994

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RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF ALBANY, MICHIGAN
94172023

EXAMINED AND APPROVED
DATE 11/1/93

ARTICLE I - TITLE AND NATURE

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The Condominium Project shall be known as Emerald Pointe Condominium, Wayne County Condominium Subdivision Plan No. 223. The architectural plans for the project were approved by the City of Westland, Wayne County, Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium including the number, boundaries, dimensions and area (in square feet) of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains an individual unit for residential purposes and each unit is capable of individual realization 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 other co-owners the common elements of the Condominium Project as are designated by the consolidating Master Deed.

ARTICLE II - LEGAL DESCRIPTION

The land which is submitted by Developer for Emerald Pointe Condominium as established by this consolidating Master Deed is particularly described as follows:

A parcel of land located in the Southwest 1/4 of Section 6, Town 2 South, Range 9 East, City of Westland, Wayne County, Michigan described as:

Beginning at a point distant South 00 degrees 00 minutes 30 seconds West 264.00 feet, as measured along the North and South 1/4 line of said Section 6, from the center 1/4 corner of said Section 6; thence continuing along said North and South 1/4 line, South 00 degrees 00 minutes 30 seconds West 641.02 feet; thence North 88 degrees 17 minutes 30 seconds West 1394.87 feet; thence North 00 degrees 46 minutes 10 seconds East 907.96 feet; thence South 88 degrees 09 minutes 30 seconds East 1052.90 feet, as measured along the East and West 1/4 line; thence South 00 degrees 00 minutes 30 seconds West 264.00 feet; thence South 88 degrees 09 minutes 30 seconds East 333.0 feet, to the Point of Beginning, containing 26.8948 acres, except that part taken or deeded for road purposes.

Developer has provided a Conservation Easement to the Department of Natural Resources across a portion of the above-described land which is described as follows:

Beginning at a point on the East and West 1/4 line of said Section 6, distant North 88 degrees 09 minutes 30 seconds West 1006.48 feet from center 1/4 corner; thence South 01 degree 50 minutes 30 seconds West 90.12 feet; thence South 31 degrees 46 minutes 11 seconds West 48.51 feet; thence South 20 degrees 48 minutes 24 seconds West 50.00 feet; thence South 27 degrees 31 minutes 31 seconds East 28.78 feet; thence due South 00 degree

00 minutes 00 seconds West 50.00 feet; thence South 32 degrees 20 minutes 51 seconds West 17.76 feet; thence South 00 degrees 47 minutes 40 seconds East 50.00 feet; thence South 26 degrees 41 minutes 03 seconds West 17.19 feet; thence South 00 degrees 47 minutes 40 seconds East 175.00 feet; thence South 57 degrees 45 minutes 00 seconds West 69.64 feet; thence South 46 degrees 55 minutes 50 seconds West 31.48 feet; thence South 21 degrees 35 minutes 43 seconds West 51.62 feet; thence South 55 degrees 49 minutes 10 seconds West 29.64 feet; thence South 12 degrees 40 minutes 23 seconds West 35.00 feet; thence South 22 degrees 22 minutes 08 seconds West 82.51 feet; thence South 77 degrees 26 minutes 08 seconds West 69.87 feet; thence South 12 degrees 22 minutes 04 seconds West 42.49 feet; thence South 00 degrees 11 minutes 35 seconds East 99.39 feet; thence North 88 degrees 17 minutes 30 seconds West 100.00 feet; thence North 00 degrees 46 minutes 10 seconds East 907.96 feet to the East and West 1/4 line, being the centerline of Koppernick Road (86 feet wide); thence South 88 degrees 09 minutes 30 seconds East along the East and West 1/4 line, 376.42 feet to the Point of Beginning, containing 5.7164 acres; except that part taken or deeded for road purposes.

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ARTICLE III - DEFINITIONS

Certain terms are utilized, not only in this consolidating Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not by limitation, the Articles of Incorporation and corporate By-Laws and rules and regulations of the Emerald Pointe Condominium 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 Emerald Pointe Condominium 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 Public Acts of 1978.
- B. "Association" shall mean 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. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the condominium documents or the laws of the State of Michigan.
- C. "Condominium By-Laws" means Exhibit "A" hereto being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 53 of the Act to be recorded as part of the Master Deed.
- D. "Association By-Laws" means the corporate by-laws of Emerald Pointe Condominium Association, the Michigan non-profit corporation organized to

maintain, manage and administer the condominium.

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- E. "Consolidating Master Deed" means the final amended Master Deed for an expandable condominium project which final amended Master Deed fully describes the condominium project as completed.
- F. "Condominium Unit" or "Unit" each mean the space constituting a single, complete residential unit in Emerald Pointe Condominium as such space may be described on Exhibit "B" hereto and regardless of whether such unit has been constructed and completed shall have the same meaning as the term "Condominium Unit" as defined in the Act.
- G. "Condominium Documents" wherever used means and includes this consolidating Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws, and the rules and regulations of the Association.
- H. "Condominium Project", "Condominium", or "Project" means Emerald Pointe Condominium as a condominium project established in conformity with the provisions of the Act.
- I. "Condominium Subdivision Plan" means Exhibit "B" hereto.
- J. "Co-owner" means a person, firm, corporation, partnership (including developer), association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "owner" wherever used shall be synonymous with the term "co-owner".
- K. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Emerald Pointe Condominium as described above.
- L. "Common Elements" where used without modification shall mean both the general and limited common elements described in Article IV hereof.
- M. "Developer" shall mean J&E Community Homes, Ltd., a Michigan limited partnership, successor developer as assignee of J.G. Financial Enterprises, Inc., a Michigan corporation.
- N. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders, where the same would be appropriate. Similarly, whenever any reference is made herein 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. The general common elements are:

1. The land and beneficial easements described in Article II hereof, including roads and parking spaces not designated as limited common elements and the jogging path.
2. The electrical wiring network throughout the project, including that contained in unit walls up to the point of connection with electrical fixtures within any unit.
3. The gas line network throughout the project, including that contained within unit walls up to the point of connection with gas fixtures within any unit.
4. The telephone wiring network throughout the project.
5. The plumbing network throughout the project, including that contained within unit walls up to the point of connection with plumbing fixtures within any unit.
6. The water distribution system, sanitary sewer system and storm drainage system, including pumping system, throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit and if applicable, the sump pump system.
7. 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 the common use or necessary to the existence, upkeep, and safety of the project.

B. The limited common elements are:

1. Foundations, supporting columns, unit perimeter walls (including windows and doors therein), roofs, ceilings, floor construction between unit levels and chimneys of each individual unit are restricted in use to the co-owner of said unit.
2. Each porch in the project is restricted in use to the co-owner of the unit which opens onto such porch as shown on Exhibit "B" hereto. Likewise, each deck or patio area in the project is restricted in use to

the co-owner of the unit which opens onto such deck or patio area as is also shown on Exhibit "B" hereto.

3. Each individual furnace, air conditioner and air conditioner compressor in the project is restricted in use to the co-owner of the unit which said furnace and/or air conditioner and compressor services.
 4. The interior surfaces of unit perimeter walls (including doors and windows therein), ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit.
 5. The apron or driveway leading to each garage is restricted in use to the co-owner of the unit to which such garage appertains.
- C. The respective responsibilities for the maintenance, decoration, repair and replacement are as follows:
1. The cost of maintenance, repair and replacement of the furnace, air conditioning unit and air conditioning compressor shall be borne by the co-owner of the unit to which such limited common element appertains.
 2. The cost of decoration and maintenance, but not repair or replacement, except in cases of co-owner's fault, of unit perimeter walls (including windows and doors therein), ceilings and floors shall be borne by the co-owner of each unit to which such limited common element is appurtenant, and the cost of repair and replacement of interior and exterior windows in unit perimeter walls of a unit shall be borne by the co-owner of such unit.
 3. The cost of maintenance, decoration, repair and replacement of each porch and/or each deck or patio area in the project shall be borne by the co-owner of such unit.
 4. The cost of maintenance, repair and replacement of all general and limited common elements other than as described above shall be borne by the Association.
 5. No co-owner shall use his unit or the common elements in any manner inconsistent with the purpose of the project or in any manner which shall interfere with or impair the rights of any co-owner in the use and enjoyment of his unit or the common elements.

ARTICLE V - UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. Each unit in the project is described in this paragraph with reference to the subdivision and site plan of Emerald Pointe Condominium as surveyed by Tri-County Engineering, Inc. and attached hereto as Exhibit "B". Each unit shall include all that space contained within the interior finished, unpainted walls and ceilings and from the finished subfloor, all as shown on the floors and sections in Exhibit "B" hereto and delineated with heavy outlines. Representative building elevations are shown in detail in architectural plans on file with the City of Westland as surveyed by William G. Carlson (license no. 14759).

- B. The percentage of value assigned to each unit is set forth in subparagraph C below. 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 administration and the value of such co-owner's vote at meeting of the association of co-owners. The total value of the project is one hundred (100). After the recording of this consolidated Master Deed, the percentage of value allocated to each unit may be changed only by amendment to the Master Deed as hereinafter provided. Each unit will have an equal percentage of value assigned to it and the recomputation of percentages of value upon the recording of an amendment to the Master Deed shall also be computed on the basis of an equal valuation per unit.

- C. Set forth below is each unit number as it appears on the condominium subdivision plan. The percentage of value assigned to each unit is as follows:

<u>UNIT NO.</u>	<u>PERCENTAGE OF VALUE ASSIGNED</u>
1	.9615384
2	.9615384
3	.9615384
4	.9615384
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.9615384
.9615384

ARTICLE VI - EASEMENT FOR MAINTENANCE OF ENCROACHMENTS

In the event any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, building, 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.

ARTICLE VII - AMENDMENTS

This Master Deed, including Exhibits "A" and "B", may be amended as hereinafter set forth.


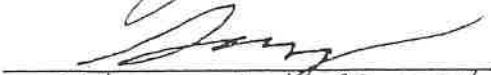
- A. Prior to the date of the first annual meeting of members of the Association, the Developer may, without the consent of any other person, amend this Master Deed and the plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner or mortgagee in the project, including but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the federal government or the State of Michigan.
- B. Until such time as all units have been sold by Developer, Developer retains the authority to amend without consent of any other co-owner or mortgagee the consolidating Master Deed and the plans attached as Exhibit "B" in order to change the dimensions of any unit or the location of any unit within the project provided such changes do not materially affect any rights of any co-owner or mortgagee in the project.
- C. This consolidating Master Deed, including Exhibits "A" and "B", may be amended with the consent of eighty percent (80%) of the co-owners and of

the unit mortgagees (allocating one vote for each mortgage held).

D. The Condominium Project may not be terminated, vacated, revoked or abandoned unless without the written consent of ninety-five percent (95%) of all the co-owners and all mortgagees (allocating one vote for each mortgage held).

Witnesses:

J & E Community Homes, Ltd., a
Michigan limited partnership, Developer



DONNA J. O'BRIEN

SEYMOUR N. DUBRINSKY

By: 
JOSEPH M. JACOBSON

Its: General Partner

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 17 day of September, 1993, before me personally appeared the above named Joseph M. Jacobson, General Partner of J & E Community Homes, Ltd., and made oath that he has read the foregoing Consolidating Master Deed of Emerald Pointe Condominium by him subscribed, and knows the contents thereof and that the same are true of his own knowledge and belief.


DONNA J. O'BRIEN, Notary Public
MACOMB County, MI
My Commission Expires: 11/17/96

Prepared by:

Martin H. Neumann, Esq.
6810 S. Cedar, Suite 16
Lansing, MI 48911
(517) 694-3300

When recorded return to:

Seymour N. Dubrinsky, Esq.
Dubrinsky and Dubrinsky
280 North Woodward Avenue, Ste. 407
Birmingham, MI 48809