

CONSOLIDATING MASTER DEED

THE HARBOURS

This Consolidating Master Deed is made and executed on this 27 day of April, 1992, by EBB TIDE DEVELOPMENT COMPANY, a Michigan corporation, hereinafter referred to as "Developer", the post office address of which is 31313 Northwestern Highway, Suite 106, Farmington Hills, Michigan 48334, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

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2427 DEEDS 133.00

WITNESSETH:

WHEREAS, the Developer by recording in Liber 9755, Pages 1 through 62, Oakland County Records, a Master Deed, together with Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, and by preparing First through Fourth Amendments to the Master Deed and recording the same as follows: First Amendment to Master Deed in Liber 9921, Pages 12 through 23; Second Amendment to Master Deed in Liber 10195, Pages 831 through 841; Third Amendment to Master Deed in Liber 10732, Pages 343 through 354; and Fourth Amendment to Master Deed in Liber 11107, Pages 397 through 407, Oakland County Records, established the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a Condominium Project; and

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

WHEREAS, contraction of the Condominium shall be effected by the withdrawal of the following described land:

9000483

A part of the East 1/2 of Section 35, T3N-R9E, Waterford Township, Oakland County, Michigan described as follows. Commencing at the West 1/4 corner of said Section 35; thence N 89°56'11" E along the East-West 1/4 line of said section and the centerline of Cass-Elizabeth Lake Road, 2635.56 feet to the center of said section; thence due North along the

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North-South 1/4 line of said section and the centerline of Cass Lake Road 753.00 feet; thence along the South line of "Otter Hills" a subdivision as recorded in Liber 71 of Plats, Page 9, Oakland County Records on the following three (3) courses:

- 1) N 89°57'40" E, 880.00 feet; thence
- 2) S 00°37'00" E, 20.00 feet; thence
- 3) N 89°57'40" E, 605.00 feet to traverse point "A"; thence S 28°12'32" W, 310.53 feet; thence S 41°30'00" E, 8.07 feet to the point of beginning; thence continuing S 41°30'00" E, 34.69 feet to traverse point "C", a point on the West edge of the Dolphine Canal; thence continuing S 41°30'00" E, 20+ feet to the centerline of said Dolphine Canal; thence along the centerline of said canal Southerly and Southwesterly 334 feet, more or less; thence N 41°30'00" W, 40+ feet to traverse point "E" a point on the edge of the Dolphine Canal, said traverse point "E" being traversed from traverse point "C" S 30°30'32" W, 335.83 feet to traverse point "E"; thence N 41°30'00" W, 131.10 feet; thence N 48°30'00" E, 27.00 feet; thence N 41°30'00" W 15.00 feet; thence N 48°30'00" E 290.00 feet to the point of beginning, containing 0.79 acres, more or less.

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as The Harbours, Oakland County Condominium Subdivision Plan No. 483. The engineering and architectural plans for the Project were approved by and are on file with the Township of Waterford.

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 of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element 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 has been submitted to the Condominium Project, the establishment of which is confirmed by this Consolidating Master Deed, is particularly described as follows:

A part of the East 1/2 of Section 35, T3N-R9E, Waterford Township, Oakland County, Michigan, described as follows: commencing at the West 1/4 corner of said Section 35; thence N 89°56'11" E along the East-West 1/4 line of said section and the centerline of Cass-Elizabeth Lake Road, 2635.56 feet to the center of said Section 35 and the point of beginning of the parcel to be described; thence due North along the centerline of Cass Lake Road 42.00 feet; thence N 89°57'40" E, 388.00 feet; thence S 69°00'00" E, 78.00 feet; thence N 80°30'00" E, 37.00 feet; thence N 65°00'00" E, 125.00 feet; thence S 74°00'00" E, 155.00 feet; thence S 07°04'05" E, 206.09 feet; thence S 27°00'00" W, 224.64 feet; thence S 18°07'56" W, 383.36 feet; thence S 09°16'32" W, 74.52 feet; thence N 80°43'27" W, 172.00 feet; thence N 09°16'32" E, 187.97 feet; thence N 65°59'59" W, 110.61 feet; thence N 00°07'10" W, 524.01 feet; thence S 89°57'40" W, 310.00 feet; thence N 00°07'10" W, 30.00 feet to the point of beginning.

and

Part of the East 1/2 of Section 35, T3N-R9E, Waterford Township, Oakland County, Michigan, described as follows: Commencing at the West 1/4 corner of said Section 35; thence N 89°56'11" E along the East-West 1/4 line of said section and the centerline of Cass-Elizabeth Lake Road, 2635.56 feet to the center of said Section 35; thence due North along the centerline of Cass Lake Road 42.00 feet; thence N

89°57'40" E, 388.00 feet; thence S 69°00'00" E, 78.00 feet; thence N 80°30'00" E, 37.00 feet; thence N 65°00'00" E, 125.00 feet; thence S 74°00'00" E, 33.96 feet to the centerline of a 24 foot wide easement for ingress egress; thence along said easement 26.00 feet along a curve to the left, said curve having a radius of 50.00 feet, central angle of 29°47'38" and a long chord which bears N 41°51'02" E, 25.71 feet; thence 25.93 feet along a curve to the right, said curve having a radius of 92.27 feet, central angle of 16°05'58" and a long chord which bears N 35°00'12" E, 25.84 feet; thence N 43°03'11" E, 6.79 feet; thence 100.02 feet along a curve to the right said curve having a radius of 231.65 feet, central angle of 24°44'17" and a long chord which bears N 55°25'20" E, 99.29 feet; thence N 67°47'29" E., 204.68 feet; thence 97.68 feet along a curve to the left, said curve having a radius of 290.10 feet, central angle of 19°17'30" and a long chord which bears N 58°08'45" E, 97.22 feet to the point of ending of a 24 foot wide easement and centerline of a 10 foot wide ingress egress easement; thence S 41°30'00" E, 85.55 feet, thence N 48°30'00" E 5.00 feet to the point of beginning; thence S 41°30'00" E 15.00 feet; S 48°30'00" W 27.00 feet; thence S 41°30'00" E 131.10 feet to traverse point "E"; thence continuing S 41°30'00" E 40 feet, more or less to the centerline of the Dolphine Canal; thence southwesterly along said centerline 36 feet, more or less; thence N 41°30'00" W 18 feet more or less to traverse point "D", said traverse point "D" being traverse from traverse point "E" S 23°45'19" W 45.15 feet; thence N 41°30'00" W 165.00 feet; thence N 48°30'00" E 68.00 feet to the point of beginning, containing 7.34 acres, more or less; together with and subject to all easements and restrictions of record and all governmental limitations together with certain easements for utilities and for ingress and egress including the easements recorded in Liber 9733, Pages 96 through 108, Liber 9754, Pages 899 through 906, and Liber 12356, Pages 254 through 259, Oakland County Records.

Ent The Harbours units 1-38 occup # 483 13-35-463-000

ARTICLE III

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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 limitation, the Articles of Incorporation and corporate Bylaws and rules and regulations of The Harbours

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 The Harbours as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means The Harbours Condominium 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.

Section 3. Bylaws. "Bylaws" 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 Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Consolidating Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "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 The Harbours as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means The Harbours as a Condominium project established in conformity with the provision of the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means this final amended Master Deed which describes The Harbours as a completed Condominium Project and reflects the entire land area added to the Condominium from

time to time under Article VI thereof, and all Units and Common Elements therein, and which expresses percentages of value pertinent to each Unit as finally readjusted. The term "Master Deed" wherever used in the Condominium Documents shall be deemed to include this Consolidating Master Deed.

Section 10. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the condominium Project. The term "owner", wherever used, shall be synonymous with the term "Co-owner".

Section 11. Developer. "Developer" means Ebb Tide Development Company, a Michigan corporation, 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.

Section 12. First Annual Meeting. "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 50% 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 75% of all Units which may be created are sold, whichever first occurs.

Section 13. Master Deed. "Master Deed" means the original Master Deed as recorded in Liber 9755, Pages 1 through 62, Oakland County Records, as amended from time to time.

Section 14. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential unit in The Harbours, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 15. Marina. "Marina" means the boat docking area within the Common Elements and the Dolphine Canal as created pursuant to the First Amended Consent Judgement dated July 11, 1989, which contains boat slips and adjacent docks designated as Limited Common Elements appurtenant to individual Units in accordance with this Master Deed.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be

included to the plural where the same would be appropriate and vice versa.

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:

Section 1: General Common Elements: The General Common Elements are:

(a) Land. The land described in Article II hereof, including driveways, roads, sidewalks and parking spaces not identified as Limited Common Elements, if any; provided, however, that the Association may, in its discretion, assign General Common Element parking spaces to individual Co-owners on an equitable basis.

(b) Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.

(c) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.

(d) Gas. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.

(e) Water. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit, and also including all water meters and all water distribution lines and fittings for the lawn irrigation systems.

(f) Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures Within any Unit.

(g) Storm Sewer. The storm sewer system throughout the Project.

(h) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(i) Construction. Foundations, Unit perimeter walls (including windows and doors therein), roofs, and ceilings.

(j) 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 to The Harbours. Accordingly, such utility lines, systems and equipment shall be General Common Element 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.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) Interior Surfaces. The interior surfaces of perimeter walls of each Unit, including windows and doors therein, shall be Limited Common Elements.

(b) Driveways, Walks, Porches. The driveways, entry walks and front porches providing access to individual Units are Limited Common Elements, appurtenant to the Unit served thereby as shown on Exhibit B hereto.

(c) Patios, Garden Areas, Balconies, and Decks. The patio and/or garden area lying within the Limited Common Element area at the rear of each Unit as shown on Exhibit B and any balcony or deck which may extend into such area shall be Limited Common Elements appurtenant to the Unit served thereby.

(d) Air Conditioner Compressors. The exterior air conditioner compressor and concrete pad serving each Unit shall be a Limited Common Element appurtenant to the Unit served thereby.

(e) Boat Slips. The boat slips located within the Marina shown on Exhibit B and numbered A through L shall be Limited Common Elements, appurtenant to the Condominium Unit to which each Limited Common Element is assigned either in this Consolidating Master Deed or amendments thereto or in individual conveyances, as recorded in the Oakland County Records.

(f) Boat Docks. Boat docks as shown in Exhibit B shall be Limited Common Elements appurtenant to the Condominium Unit to which each Limited Common Element is assigned either in this Consolidating Master Deed or amendments thereto or in individual conveyances, as recorded in the Oakland County Records.

(g) Boat Dock Area. Land areas immediately adjacent to the boat docks and boat slip as shown in Exhibit B (within which a boardwalk may be established) are Limited Common Elements appurtenant to all Unit owners of individual boat slips in the Project.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV, Section 2 (a) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(b) Walks, Porches. Snow removal for entry walks and front porches referred to in Article IV, Section 2(b) shall be the responsibility of individual Co-owners.

(c) Patios, Garden Areas, Balconies, Decks and Air Conditioner Compressors. The cost of maintenance, repair and replacement of items referred to in Article IV, Section 2(c) and (d) shall be borne by the Co-owner to which such Limited Common Elements are appurtenant except that any lawn area and any deck or balcony shall be maintained by the Association.

(d) Boat Slips, Docks and Boat Dock Areas. All costs of operation of the Marina, including liability insurance and the cost of maintenance, upkeep, repair and replacement of the Marina, the boat docks, the boat slips and the adjacent land area or boardwalk

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What's responsible for what?

designated as Limited Common Elements in this Consolidating Master Deed shall be solely the responsibility of the Co-owners to which such Limited Common Elements are appurtenant. Such costs shall be separately allocated by the Association, pro rata, based upon the number of boat slips whose right of use has been assigned to individual Co-owners by Developer.

(e) Other. The costs of maintenance, repair and replacement of all General and Limited Common Element other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purpose of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision plan of The Harbours as prepared by Boss Engineering Company and attached hereto as Exhibit B. The architectural plans and specifications are on file with the Township of Waterford. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. The dimensions shown on foundation plans in Exhibit B have been or will be physically measured by Boss Engineering Company. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit B, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative square foot area of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each

Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meeting of the Association of Co-owners. Set forth below are:

(a) Each Unit number as it appears on the Condominium, Subdivision Plan.

(b) The percentage of value assigned to each Unit.

| Unit Number | Percentage of Value Assigned |
|----------------|---------------------------------|
| 1 | 3.13 |
| 2 | 3.13 |
| 3 | 2.74 |
| 4 | 2.74 |
| 5 | 2.79 |
| 6 | 2.37 |
| 7 | 2.79 |
| 8 | 2.37 |
| 9 | 3.13 |
| 10 | 2.24 |
| 11 | 2.93 |
| 12 | 2.79 |
| 13 | 1.88 |
| 14 | 2.60 |
| 15 | 2.74 |
| 16 | 1.88 |
| 17 | 2.60 |
| 18 | 3.13 |
| 19 | 2.37 |
| 20 | 2.79 |
| 21 | 2.37 |
| 22 | 2.37 |
| 23 | 2.79 |
| 24 | 2.79 |
| 25 | 2.79 |
| 26 | 2.79 |
| 27 | 2.79 |
| 28 | 2.79 |
| 29 | 2.79 |
| 30 | 2.79 |
| 31 | 2.37 |
| 32 | 2.37 |
| 33 | 2.79 |
| 34 | 2.37 |
| 35 | 2.37 |
| 36 | 2.79 |
| 37 | 2.37 |
| 38 | 2.37 |

ARTICLE VI

LIMITED ACCESS COMMUNITY

The Association has the reserved right to install a gatehouse or gate controlled by electronic means as a General Common Element at the point of entry to the Condominium. If an electronically controlled gate is installed, there shall exist, for the benefit of any public authority having jurisdiction or any emergency service agency, perpetual easements for the use by municipal and/or emergency vehicles of the roadway in the Condominium Project for the purposes of ingress and egress to provide, without limitation, fire and police protection, water and sewer services, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Co-owners thereof.

ARTICLE VII

EASEMENTS

Section 1. 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 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, 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.

Section 2. Easements Retained by Developer.

(a) Roadway Easements. Developer reserves the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI of the original Master Deed not in the Condominium or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article II. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Section shall be shared by this Condominium and

any developed portions of the contiguous land described in Article VI of the original Master Deed and not in the Condominium whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI of the original Master Deed whose closest means of access to a public road is over such road.

(b) Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI of the original Master Deed not in the Condominium or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, cable television, telephone, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors 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. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefited thereby.

Section 4. Easements for Maintenance, Repair and Replacement. 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 implication of

limitation, 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.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of directors, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar 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.

ARTICLE VIII

AMENDMENT

This Consolidating Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 67% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and 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 of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of

mortgagees generally, then such amendments shall require the approval of 67% of all first mortgagees of record allocating one vote for each mortgage held. A Mortgagee's consent to amendments other than as described in the prior sentence shall be presumed if a mortgagee fails to submit a written response to a proposed amendment within 30 days after notice thereof.

Section 3. By Developer. Prior to one (1) year after expiration of the Construction and Sales Period as defined in the original Master Deed, the Developer may, without the consent of any Co-owner or any other person, amend this Consolidating 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.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of 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 V, Section 4(c) of the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners and their mortgagees.

ARTICLE IX

GENERAL

This Consolidating Master Deed is prepared and recorded pursuant to the powers and authority granted to Developer in Article VI of the original Master Deed for the Project as recorded in Liber 9755, Pages 1 through 62, Oakland County Records, and shall supersede in its entirety said original Master Deed as subsequently amended. The Bylaws originally attached as Exhibit A to said Master Deed, recorded as aforesaid, are incorporated by reference herein and an updated copy thereof is attached hereto as Exhibit A. The Condominium Subdivision Plan originally attached as Exhibit B to said Master Deed, and as subsequently amended by the First through Fourth Amendments to the Master Deed, is hereby

replaced and superseded in its entirety by Exhibit B attached hereto which is incorporated herein by reference.

WITNESSES:

Carole Janus
Carole Janus

EBB TIDE DEVELOPMENT COMPANY,
a Michigan corporation

Catherine Kim Shierk
Catherine Kim Shierk

By: Thomas T. Beeler
Thomas T. Beeler,
President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 27 day of April, 1992, the foregoing Consolidating Master Deed was acknowledged before me by Thomas T. Beeler, the President of Ebb Tide Development Company, a Michigan corporation, on behalf of the corporation.

Catherine Kim Shierk
), Notary Public
 County, Michigan
My Commission Expires: _____
 CATHERINE KIM SHIERK
 Notary Public, Oakland County, MI
 My Commission Expires Sept. 27, 1993

Consolidating Master Deed drafted by:

C. Kim Shierk of DYKEMA GOSSETT
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48304

When recorded, return to drafter