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Bernard J. Youngblood
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EXAMINED AND APPROVED
DATE NOV 29 2018
BY SKK WJU A/V
AMY L. MILLER-VANDAWAKER
PLAT ENGINEER

64 WATSON

First Amendment to Master Deed

On this 16th day of November 2018, Devon Renewal, LLC, a Michigan limited liability company, with offices located at 78 Watson Street, Apt 13, Detroit, Michigan, the Developer of 64 Watson, a Condominium Project established pursuant to the Master Deed thereof, recorded November 2, 2017, in Liber 54039 Page 568, Document No. 2017346993, Wayne County Records and known as Wayne County Condominium Subdivision Plan No. 1075 ("Master Deed"), hereby amends the Master Deed (this "Amendment"), pursuant to the authority reserved in Article VI, Article VIII, Article IX, and Article XI of the Master Deed, for the purpose of modifying the size and number of Units in the condominium, consolidating certain Units and adjusting the General and Limited Common Elements in relation to the Units consolidated, combined, added or withdrawn that have been constructed or are proposed to be constructed. Upon recordation of this Amendment, 64 Watson Master Deed is amended in the following manner:

1. The following Units are withdrawn from the Condominium:

Unit 3
Unit 4
Unit 5

2. The following Units are added to the Condominium and the General and Limited Common Elements adjoining such Units are adjusted according to Replat #1:

Unit 6 (the upper portion of former Unit 4 located on the second floor, combined with former Unit 5 located on the third floor)

Unit 7 (The lower portion of former Unit 3 located on the first floor)

Unit 8 (The upper portion of former Unit 3 located on the second floor)

Unit 9 (The lower portion of former Unit 4 located on the first floor)

3. Sheets 1 through 10 of the 64 Watson Condominium Subdivision Plan 1075 Replat No. 1 as attached hereto, shall replace and supersede the previously recorded Condominium Subdivision Plan No. 1075 Sheets 1 through 10, and thereafter, the previously recorded sheets 1 through 10 of the Condominium Subdivision Plan No. 1075 shall be of no further force or effect.
4. Amended Article I of the Master Deed, as set forth below, shall replace and supersede Article I of the Master Deed as originally recorded, and the previously recorded Article I shall be of no further force or effect.

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as 64 Watson, Wayne County Condominium Subdivision Plan No. 1075, as amended by Replat Number 1 to Exhibit "B" to the Master Deed of 64 Watson. The Project consists of six (6) Condominium Units as shown on the Condominium Subdivision Plan. The engineering and architectural plans for the Project were approved by and are on file in the Wayne County Records. The condominium Project is established in accordance with the Michigan Condominium Act. The 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. The condominium consists of 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. The provisions of this Master Deed, including, but without limitations, the purposes of the Condominium shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical conditions of the Condominium, other than as expressly provided herein.

5. Amended Article IV, Section 2 and Section 3 of the Master Deed, as set forth below, shall replace and supersede Article IV, Section 2 and Section 3 of the Master Deed as originally recorded, and the previously recorded Article IV, Section 2 and Section 3 shall be of no further force or effect.

ARTICLE IV
COMMON ELEMENTS

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) **Air Conditioning Units.** Each individual air conditioner compressor, its pad, and other equipment and accessories related thereto together, are restricted in use to the Co-owner of the Unit that such air conditioner unit services.

(b) Heating and Cooling. Each heating and cooling system including, without limitation, all related equipment and ductwork serving the Unit including such ductwork and related equipment contained within common elements shall be limited to the Unit served thereby.

(c) Interior Surfaces, Walls, Ceilings, Stairways, and Floors. The interior unfinished surfaces of Unit walls, ceilings, *stairways*, floors, and any nonstructural interior walls, are limited in use to the Co-Owner of the Unit in which they are contained, except that there shall exist an easement through each of the foregoing for utilities or support necessary to other Units or Common Elements.

(d) Mailboxes. Each individual Unit mailbox is limited to the Unit to which it is assigned.

(e) Utility Meters. Utility meters (gas, electric and water) that are separately metered and serve individual units are limited to the Unit served thereby.

(f) Windows, Screens, and Doors. The windows, screens, and doors, and their respective attachments, hardware, locking devices and systems serving a Unit are restricted in use to the Unit to which such windows, screens, and doors are appurtenant.

(g) Patios and Terraces. Each *Patio and/or Terrace* serving a Unit is restricted in use to the Unit to which such *Patio and/or Terrace* is appurtenant.

(h) Garage. Each Garage space (including garage doors and related hardware and storage area in the attic above each garage, if any) assigned by the Developer to serve a Unit is restricted in use to the Unit to which such Garage space is assigned.

	Assigned Garage Space
Unit 1	3
Unit 2	4
Unit 6	1
Unit 7	NA
Unit 8	2
Unit 9	NA

(i) Elevator. *The elevator serving Unit 6 is restricted in use to Unit 6.*

(j) Rooftop Patio. *The rooftop patio and doghouse serving Unit 6 is restricted in use to Unit 6.*

Section 3. Responsibilities. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of the Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

(a) General Common Elements. The costs of maintenance, decoration, repair, removal, and replacement of all General Common Elements shall be borne by the Association. The Association shall not be obligated to reimburse Co-owners for maintenance, decoration, repair, removal or replacement of General Common Elements that the Co-owner undertakes without authorization by the Association.

(b) Limited Common Elements. The primary responsibility for maintenance, decoration, repair, and replacement of all Limited Common Elements, including the costs associated therewith, shall be borne by the Co-owner of the Unit including but not limited to the following:

(i) Air Conditioner. The cost of maintenance, repair, removal, and replacement of each air conditioner compressor referenced in Section 2 above, including its compressor, pad and other equipment and accessories related thereto, shall be borne by the Co-owner of the Unit to which such air conditioner is appurtenant.

(ii) Heating and Cooling Systems. The cost of maintenance, repair, removal, and replacement of each heating and cooling system shall be borne by the Co-owner of the Unit to which such heating and cooling system is appurtenant.

(iii) Interior Surfaces. The costs of decoration, maintenance, repair, and replacement of all interior Unit surfaces shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(iv) Windows, Screens and Doors. The cost of maintenance, repair and replacement of windows, screens, and doors referred to in Section 2 of this Article shall be borne by each Unit Co-owner to which they are appurtenant. The uniform appearance of windows, screens, and doors shall be maintained in accordance with the Bylaws attached hereto and no changes in design, material or color may be made without the express written approval of the Association (and the Developer during the Construction and Sales Period).

(v) Patios and Terraces. The cost of maintenance, repair and replacement of *Patios and/or Terraces* referred to in Section 2 of this Article shall be borne by each Unit Co-owner to which such *Patio and/or Terrace* is appurtenant. The uniform appearance of *patios and terraces* shall be maintained in accordance with the Bylaws attached hereto and no changes in design, material or color may be made without the express written approval of the Association (and the Developer during the Construction and Sales Period). The Association may, but shall not be obligated to, inspect, maintain, repair and replace the *Patio and/or Terraces*, and assess the cost of same to individual Unit Co-owners to which such *Patio and/or Terrace* is appurtenant.

(vi) Utility Meters. Co-owners shall be responsible for the maintenance of the utility meters that serve their respective Units, except meters that service more than one Unit shall be repaired, replaced, and maintained by the Association.

(vii) Water, Electric, and Gas Systems. Co-owners shall be responsible for the maintenance, repair, and replacement of the electric, gas and water systems from the point of entry into their respective Units.

(viii) Mailbox. Co-owners shall be responsible for the maintenance and repair of the Mailbox assigned to the Unit.

(ix) Garage. The cost of maintenance, repair and replacement of Garage spaces and garage structure referred to in Section 2 of this Article shall be incurred by the Association and assessed to each Unit Co-owner to which such Garage is

assigned, including garage doors, car lifts and related equipment. The uniform appearance of Garage doors shall be maintained in accordance with the Bylaws attached hereto and no changes in design, material or color may be made without the express written approval of the Association (and the Developer during the Construction and Sales Period). The Association may, but shall not be obligated to, inspect, maintain, repair and replace the Garage doors, and assess the cost of same to individual Unit Co-owners to which such Garage is assigned.

(x) Elevator. *The cost of maintenance, repair and replacement of the Elevator serving Unit 6 referred to in Section 2 of this Article, including, but not limited to the elevator cab, hoist-way, rails, interior and exterior doors, security locks and mechanisms, mechanical equipment, vents, sprinklers, sump pit, emergency service connections and any other portion of the elevator serving Unit 6, excluding the exterior walls of the shaft, footings, roof, etc. that are part of the building envelop, shall be incurred by the Unit 6 Co-owner. The Unit 6 Co-owner shall be responsible for maintaining any inspections and/or certifications required by any state or local municipal building and safety authority.*

(xi) Rooftop Patio. *The cost of maintenance, repair and replacement of the rooftop patio, stairway and roof access structure serving Unit 6 shall be incurred by the Unit 6 Co-owner.*

(xii) Additional Responsibilities of Co-owners. In addition to and in clarification of the Co-owners responsibility under this Article IV, each Co-owner shall be responsible for the cost of decorating, maintaining, repairing and replacing the following items:

(i) All appliances and equipment within the Unit and supporting hardware, including, but not limited to humidifier, air cleaner, furnace filters, smoke alarm batteries, personal alarm system, garbage disposal, dishwasher, range, oven, microwave, refrigerator, vent fans and related duct work, dryer venting, vent covers, and light fixtures and bulbs, if any.

(ii) Individual unit entry doors, windows, doorwalls, screens, skylights, and supporting hardware, if any.

(iii) Electrical lines and fixtures from and including the breaker box servicing the Unit, even though part of the system maybe designated as a General Common Element. Any modification to the existing electrical system must be approved by the Board of Directors in writing and completed by licensed electrician.

(iv) The water lines, pipes, valves and fixtures from and including the main shutoff for the Unit, with the exception of mains serving other Units, even though part of the system maybe designated as a General Common Element.

(v) All drain lines from the point that such line first enters a Unit (protruding from the all), even though part of the system maybe designated as a General Common Element.

(vi) All cabinets, counter tops, interior doors, closet doors, sinks, tile (either floor or wall) and related hardware.

(vii) Interior wall construction and finished flooring (even though some of these may be designated as a General Common Element.

(viii) Garage door openers and remotes and all related hardware.

(ix) All improvement of decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings and trim, regardless if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair or replacement responsibilities as to a General Common Element.

(x) Co-owner installed landscaping and plantings.

(xi) All other items not specifically enumerated above which may be located within the space constituting an individual Unit.

(c) Utility Systems. Some, or all, of the utility lines, systems (including mains and service leads), and equipment and any telecommunication systems 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, and any telecommunications 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. The extent of the Developer's responsibility will be to see to it that telephone, water, electric, and natural gas mains are existing or installed within reasonable proximity to, but not necessarily within, the Units. Telephone, water, electric, and natural gas mains shall be installed with reasonable proximity to, but not necessarily within, the Units. Utilities (except water service) shall be metered to each Unit for payment by the Co-owner thereof.

(d) Storm Water Drainage System. The costs of maintenance, repair, and replacement of the storm water drainage system, including, without limitation, any drainage easements and storm water filtration systems and facilities, shall be borne by the Association, unless dedicated to the Public.

6. Amended Article V of the Master Deed, as set forth below, shall replace and supersede Article V of the Master Deed as originally recorded, and the previously recorded Article V shall be of no further force or effect.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. The Project consists of *six* Condominium Units as shown on the Condominium Subdivision Plan *1075 Replat No. 1* numbered *1, 2, 6, 7, 8, and 9*. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of 64 Watson as prepared by Mason Browns Associates, LLC, engineers & surveyors whose address is 2708 Bridle Road, Bloomfield Hills, MI 48304. Each Unit shall include all that space contained within the interior unfinished, unpainted walls and ceilings and from the subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on Condominium Subdivision Plan have

been or will be physically measured by Mason Browns Associates, LLC. In the event the actual dimensions for a specific Unit or Common Element differ from the measurements shown on the Condominium Subdivision Plan, then the dimensions shown on the Condominium Subdivision Plan shall be deemed to be automatically changed in the same manner and to the same extent as the actual measured dimensions.

Section 2. Percentage of Value. *The percentage of value assigned to each Unit is set forth below 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 administration, and the value of such Co-owners' vote at meetings of the Association. Percentages of value are based on relative size, maintenance responsibility and other comparative factors. The total value of the Project is 100%. Following is a schedule of the percentages:*

Unit	Sq. Ft.	Percentage of Value
1	840.23	15.40%
2	847.75	15.40%
6	2434.07	23.55%
7	716.39	14.76%
8	982.73	16.13%
9	716.42	14.76%
	Total	100.00%

- 7. Amended Article VII of the Master Deed, as set forth below, shall replace and supersede Article VII of the Master Deed as originally recorded, and the previously recorded Article VII shall be of no further force or effect.

ARTICLE VII
CONTRACTION

INTENTIONALLY OMITTED

- 8. Amended Article VIII of the Master Deed, as set forth below, shall replace and supersede Article VIII of the Master Deed as originally recorded, and the previously recorded Article VIII shall be of no further force or effect.

ARTICLE VIII
CONVERTIBLE AREAS

INTENTIONALLY OMITTED

9. Amended Article IX of the Master Deed, as set forth below, shall replace and supersede Article IX of the Master Deed as originally recorded, and the previously recorded Article IX shall be of no further force or effect.

ARTICLE IX
EXPANSION OF CONDOMINIUM

INTENTIONALLY OMITTED

10. Amended Article X, Section 3 of the Master Deed, as set forth below, shall replace and supersede Article X, Section 3 of the Master Deed as originally recorded, and the previously recorded Article X, Section 3 shall be of no further force or effect.

ARTICLE X
EASEMENTS

Section 3. Easements for Maintenance, Repair, and Replacement. The Developer, the Association, and all public or private utility companies shall have such easements over, under, across, and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market, and operate any Units within the land described in Article II hereof, and also to fulfill any responsibilities of maintenance, repair, decoration, or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. 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, water lines, sanitary sewer lines, electrical and communication lines, sprinkler controls and valves, *rooftop*, and other Common Elements located within any Unit or its appurtenant Limited Common Elements. In the event the Developer, Association or its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises or Unit to their state immediately prior to such utilization, tapping, tying into, repair, replacement, extension, or enlargement of such utility. *The Unit 6 Co-owner grants an ingress/egress easement through Unit 6 and required stairways, during reasonable hours and upon reasonable notice, except in the case of an emergency (no notice shall be required) for maintenance, repair, decoration, or replacement of the rooftop and any mechanical units located thereon.*

11. Amended Article XI of the Master Deed, as set forth below, shall replace and supersede Article XI of the Master Deed as originally recorded, and the previously recorded Article XI shall be of no further force or effect.

ARTICLE XI
AMENDMENT

The procedure for amending the Master Deed shall be the same as set forth in Article XVI of the Bylaws. *Notwithstanding any other provision of this Article XI, the method or formula used to determine the percentages of value of the Units, as described in Article V hereof, may not be modified without the consent of each affected Co-owner, except as permitted by the provisions of the Michigan Condominium Act, as amended, or by the Developer. Common Elements can only be assigned and re-assigned by Co-owner's in accordance with Section 39 of the Act, except that Limited Common Element garage spaces may be reassigned by separate recorded instrument among Units within the Condominium without the necessity of an amendment to this Master Deed or its Exhibits, upon the consent of the Unit Co-owners involved.*

12. Amended Article VI, Section 6 of the Bylaws, as set forth below, shall replace and supersede Article VI, Section 6 of the Bylaws as originally recorded, and the previously recorded Article VI, Section 6 shall be of no further force or effect.

BYLAWS ARTICLE VI
RESTRICTIONS

Section 6. Patios, Terraces, Rooftop Patio. No annoying lights, sounds or odors shall be emitted from any Patio, Terrace, or Rooftop Patio which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of any Unit or General or Limited Common Element that would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells, chimes or other light or sound emitting devices shall be located or used on any portion of the Property except with the prior approval of the Association.

13. Amended Article VI, Section 10 of the Bylaws, as set forth below, shall replace and supersede Article VI, Section 10 of the Bylaws as originally recorded, and the previously recorded Article VI, Section 10 shall be of no further force or effect.

BYLAWS ARTICLE VI
RESTRICTIONS

Section 10. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, all-terrain vehicles, snowmobiles, snowmobile trailers or other vehicles, other *than* vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium. *Automobiles and vehicles used primarily for general personal transportation shall be parked in the assigned garage space(s), assigned parking spaces or parked upon a public street pursuant to City ordinance, unless specifically authorized by the Association in writing. No inoperable vehicles of any type may be brought or stored upon the premises of the Condominium either temporarily or permanently without the written permission of the Association. Commercial vehicles and trucks shall not be*

parked on or about the Condominium unless making deliveries or pickups in the normal course of business. Parking spaces are not to be used for storage unless specifically authorized by the Association in writing. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises and the Association may issue a parking permit to all authorized vehicles which permit shall be displayed in the authorized vehicle window. Nothing herein contained shall be construed to require the Association to approve the parking or storage of such vehicles or to designate an area therefore. Use of motorized vehicles anywhere on the Condominium Premises, other than vehicles used primarily for general personal transportation, authorized maintenance vehicles and commercial vehicles as provided in this Section, is absolutely prohibited. No Co-owner shall maintain any vehicles upon the premises in excess of the number of parking spaces assigned to the Co-owner unless the Board of Directors specifically approves in writing otherwise. No vehicle shall obstruct the ingress or egress of other vehicles into or out of the designated parking area. The Association may cause vehicles parked or stored in violation of this Section to be removed from the Condominium Premises and the cost of such removal may be assessed to and collected from the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof without liability to the Association. Bicycles, skateboards, and other non-vehicular motorized or non-motorized modes of transportation shall not be left in any Common Element stairway or hallway.

14. Amended Article VI, Section 12 of the Bylaws, as set forth below, shall replace and supersede Article VI, Section 12 of the Bylaws as originally recorded, and the previously recorded Article VI, Section 12 shall be of no further force or effect.

BYLAWS ARTICLE VI
RESTRICTIONS

Section 12. Leasing and Rental.

This section is inapplicable to Short-term Rentals. The term "Short-term rental" means the rental for compensation of a dwelling for the purpose of overnight lodging for a period of not less than two nights and not more than 30 consecutive days, other than ongoing month-to-month tenancy granted to the same renter for the same unit as their primary residence. Short-term rentals shall be subject to and governed by the Short-term Rental Policy adopted by the Association and incorporated into the Rules and Regulations for the Condominium. The Short-term Rental Policy is subject to the rules and regulations authority contained in Article VI, Section 14 of these Bylaws. Notwithstanding the Short-term Rental Policy, the provisions of this Section 12 shall apply to Unit Leasing and Rentals.

- (a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI, provided that the Unit has been occupied by the acquiring Co-owner for a period of *six (6)* months from the date that the deed conveying the Unit to the acquiring Co-owner is recorded among the land records of the Wayne County Register of Deeds, Wayne County, Michigan and

satisfactory documentation of such continuous occupancy has been provided to the Association or the Association's managing agent.

- (b) (Unchanged – remains as originally recorded)
- (c) **Lease Approval.** A Co-owner (not including the Developer), desiring to rent or lease a Unit, shall disclose that fact in writing to the Association, requesting approval for the Unit to be leased and providing an acknowledgement to the Association that the *six-month* owner-occupancy period has been met for the Unit. Within ten days of receipt of such request, the Association shall review the request and approve or deny the right to lease based on (a) the Association's Board review of the receipt of written acknowledgement provided by the Co-owner that the *six-month* owner-occupancy period has been met; or (b) certification that a qualifying exception applies, as determined in the sole discretion of the Association's Board of directors.
- (d) (Unchanged – remains as originally recorded)
- (e) (Unchanged – remains as originally recorded)
- (f) (Unchanged – remains as originally recorded)
- (g) (Unchanged – remains as originally recorded)

15. Amended Article VIII, Section 1 and 6 of the Bylaws, as set forth below, shall replace and supersede Article VIII, Section 1 and 6 of the Bylaws as originally recorded, and the previously recorded Article VIII, Section 1 and 6 shall be of no further force or effect.

BYLAWS ARTICLE VIII VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned *and the value of such vote shall proportionate to the percentage of value assigned to such Unit in Article III of the Master Deed.*

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than $66 \frac{2}{3}\%$ of the value of the vote of Co-owners qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

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BY ITS SIGNATURE BELOW AND BY RECORDING OF THIS FIRST AMENDMENT TO THE 64 WATSON MASTER DEED THE DEVELOPER HEREBY AMENDS THE 64 WATSON MASTER DEED AND EXCEPT AS MODIFIED OR AMENDED BY THIS FIRST AMENDMENT, ALL TERMS, CONDITIONS, CONVENANTS, AND REPRESENTATIONS CONTAINED IN THE 64 WATSON MASTER DEED AS ORIGINALLY RECORDED REMAIN IN FULL FORCE AND EFFECT.

Devon Renewal, LLC
a Michigan limited liability company

By: Todd Wenzel

Todd Wenzel

Its: Authorized Member

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 26th day of November 2018, the foregoing First Amendment to Master Deed of 64 Watson was acknowledged before me by Todd Wenzel, the authorized member of Devon Renewal, LLC, a Michigan limited liability company.

Christopher A. Hajek

Christopher A. Hajek, Notary Public,
Oakland County, Michigan
My commission expires: 01-13-2021
Acting in Wayne County, MI

Master Deed drafted by:

Christopher A. Hajek, Esq.
The Hajek Firm, PLLC
3325 Michigan Avenue
Detroit, Michigan 48216
(248) 613-9563



When recorded, return to drafter.

NO INTEREST IN REAL ESTATE IS BEING CONVEYED BY THIS FIRST AMENDMENT TO MASTER DEED. NO REVENUE STAMPS ARE REQUIRED.

/Users/ChristopherHajek/Documents/THF - Client Files/D/Devon Renewal, LLC/64 Watson Condominium/Condominium Documents/Master Deed & Bylaws/PIB05c - 64 Watson First Amendment to Master Deed R6.docx

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1075

REPLAT NUMBER 1 TO EXHIBIT "B" TO THE MASTER DEED OF
64 WATSON
CITY OF DETROIT
WAYNE COUNTY, MICHIGAN

LEGAL DESCRIPTION

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING LOT "D" OF "PARSON'S ESTATE SUBDIVISION OF LOT 4 AND NORTHERLY 43 FEET OF LOT 3, BRUSH'S SUBDIVISION OF PART OF PARK LOTS 14, 15, 16 AND 17, DETROIT, MICHIGAN", AS RECORDED IN LIBER 23 OF PLATS, PAGE 13, DESCRIBED AS BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT "D", THENCE NORTH 60°00'00" EAST 50.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT "D"; THENCE SOUTH 30°00'00" EAST 104.65 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT "D"; THENCE SOUTH 59°38'50" WEST 50.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT "D"; THENCE NORTH 30°00'00" WEST 104.96 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT "D", TO THE POINT OF BEGINNING. CONTAINING 5,240.27 SQUARE FEET OR 0.12 ACRES AND 6 UNITS.

SITE DOES NOT LIE WITHIN A FLOODPLAIN.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

NOTE

NOTE: UNITS 1 AND 2 AND ALL IMPROVEMENTS NECESSARY TO SERVICE SAME "MUST BE BUILT". ALL OTHER IMPROVEMENTS SHOWN HEREON "NEED NOT BE BUILT".

PROPOSED DATED: NOVEMBER 20, 2018

UNITS 3, 4 AND 5 HAVE BEEN REMOVED. UNITS 6, 7, 8 AND 9 HAVE BEEN ADDED.

DEVELOPER

DEVON RENEWAL, LLC
78 WATSON STREET, APT 13
DETROIT, MI 48201

SURVEYOR

MASON BROWNS ASSOCIATES, LLC
2708 BRIDLE ROAD
BLOOMFIELD HILLS, MICHIGAN 48304

EXAMINED AND APPROVED

DATE NOV 29 2018

BY SJK wju A/U

AMY L. MILLER-VANDAWAKER

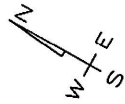
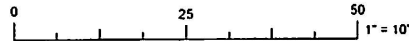
PLAT ENGINEER

SHEET INDEX

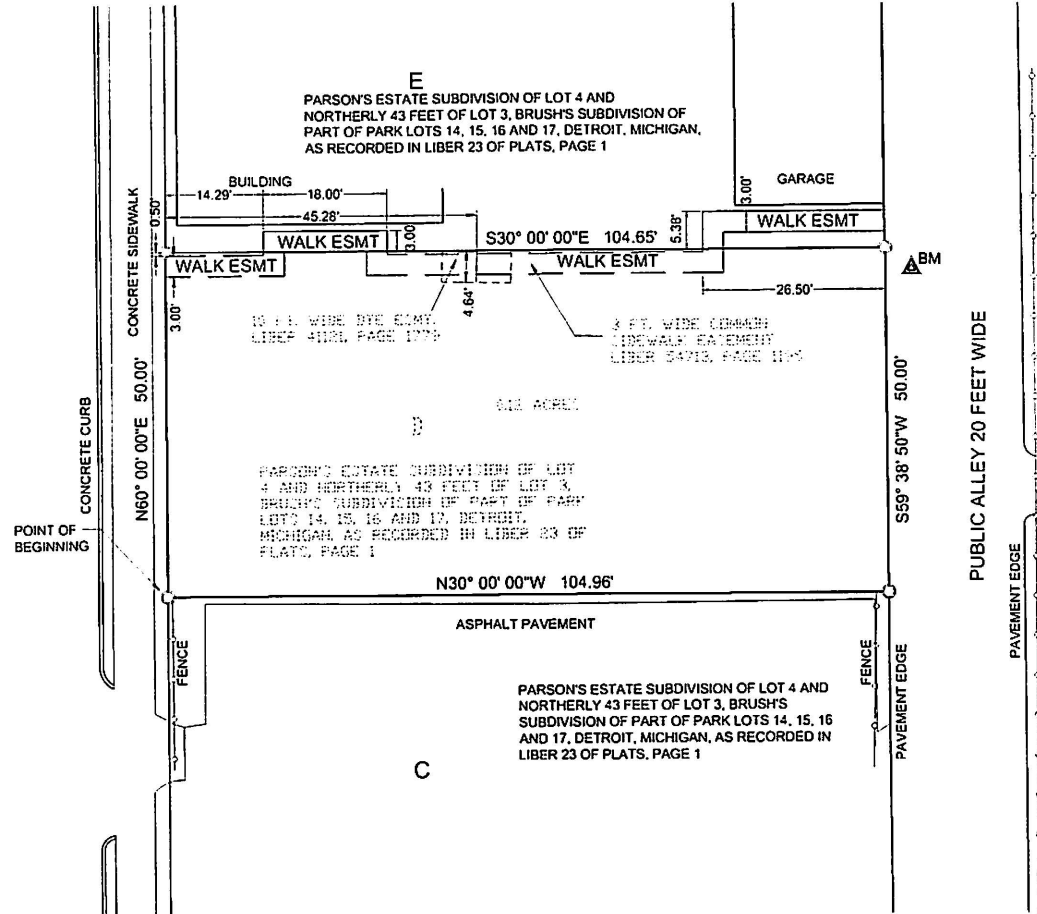
- * SHEET 1 COVER SHEET
- * SHEET 2 SURVEY PLAN
- * SHEET 3 SITE PLAN
- * SHEET 4 UTILITY PLAN
- * SHEET 5 UNITS 1 & 2 PLAN
- * SHEET 6 UNITS 7 & 9 PLAN
- * SHEET 7 UNIT 8 & UNIT 6 LOWER LEVEL PLAN
- * SHEET 8 UNIT 6 UPPER LEVEL & ROOF PLAN
- * SHEET 9 SECTIONS 1 & 2
- * SHEET 10 GARAGE PLAN AND SECTION

THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES NEW OR AMENDED DRAWINGS. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

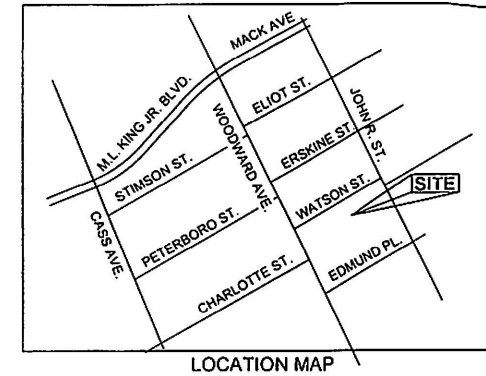




WATSON STREET 50 FEET WIDE

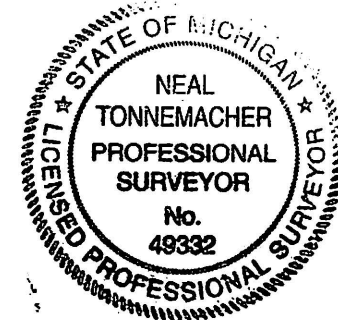


PUBLIC ALLEY 20 FEET WIDE



LEGEND

- MONUMENT CONSISTING OF IRON BAR, 1/2 INCH IN DIAMETER AND 36 INCHES IN LENGTH, AND COMPLETELY ENCASED IN 4 INCH DIAMETER CONCRETE
- SITE BENCH MARK



I, NEAL E. TONNEMACHER LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1075, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION.

THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

11-20-2018
DATE

Neal Tonnemacher
NEAL E. TONNEMACHER
LICENSED PROFESSIONAL SURVEYOR
LICENSE NO. 49332
MASON BROWNS ASSOCIATES, LLC
2708 BRIDLE ROAD
BLOOMFIELD HILLS, MI 48304

BASIS OF BEARINGS

NORTH 60°00'00" EAST, BEING THE RIGHT-OF-WAY LINE FOR WATSON AVE. AS PUBLISHED IN "PARSON'S ESTATE SUBDIVISION" AS RECORDED IN LIBER 23 OF PLATS, PAGE 13.

BENCHMARK (NAVD88)

RIM OF COMMUNICATION MANHOLE NEAR NORTHWEST PROPERTY CORNER ELEV 618.67

NOTE: UNITS 1 AND 2 AND ALL IMPROVEMENTS NECESSARY TO SERVICE SAME "MUST BE BUILT". ALL OTHER IMPROVEMENTS SHOWN HEREON "NEED NOT BE BUILT."

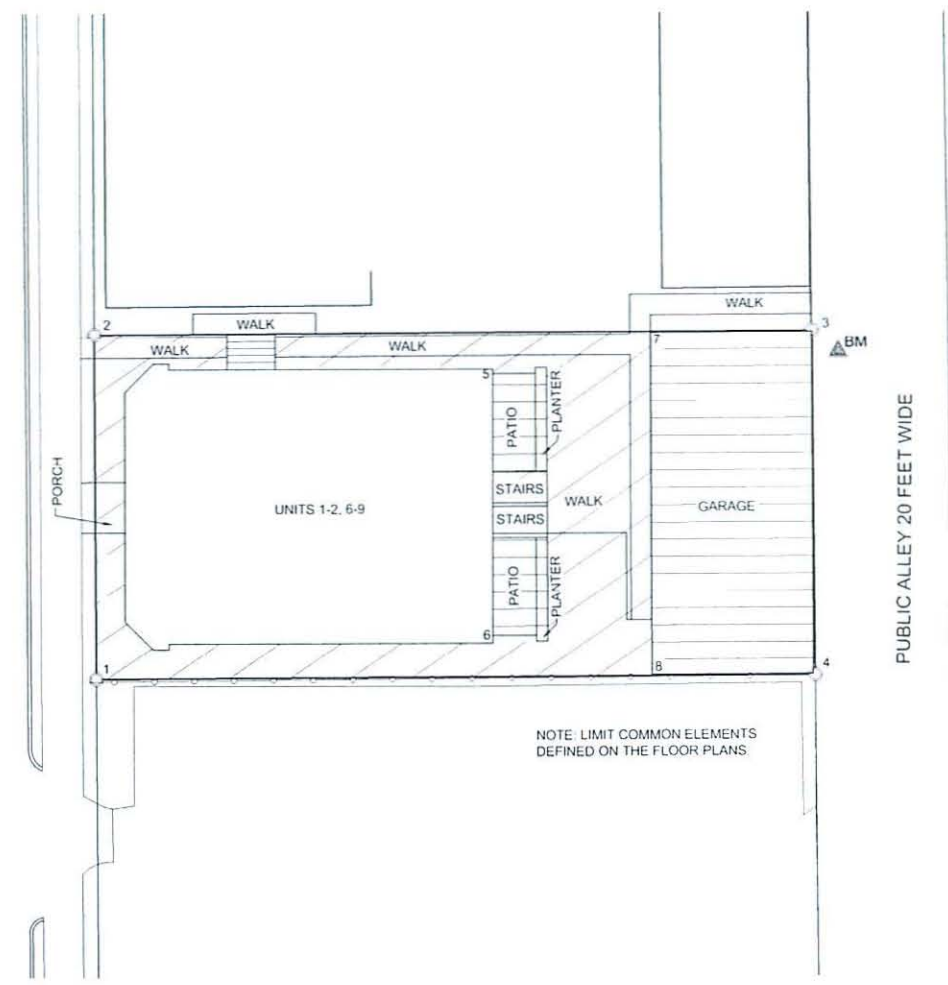
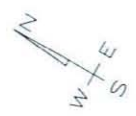
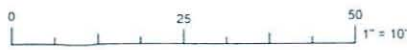
PROPOSED DATED: NOVEMBER 20, 2018

MASON BROWNS ASSOCIATES, LLC
CIVIL ENGINEERS & SURVEYORS
12000 ELDORADO HILLS, JACKSON, MI 48304
(248) 425-9789 mason_browns@brownsa.net

64 WATSON SURVEY PLAN
CITY OF DETROIT, WAYNE COUNTY, MICHIGAN
DETROIT, MI 48201

DEVON RENEWAL LLC
78 WATSON STREET
DETROIT, MI 48201

REVISIONS:	DECOR. ---	CHECKED: US
DATE: 01-03-2018	DATE: 01-03-2018	DATE: 01-03-2018
SCALE: as shown	JOB NO: 09-0363	SHEET: 2




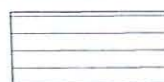


NOTE: LIMIT COMMON ELEMENTS DEFINED ON THE FLOOR PLANS.

NOTE: UNITS 1 AND 2 AND ALL IMPROVEMENTS NECESSARY TO SERVICE SAME "MUST BE BUILT". ALL OTHER IMPROVEMENTS SHOWN HEREON "NEED NOT BE BUILT".

PROPOSED DATED: NOVEMBER 20, 2018

Point Table			
Point #	Raw Description	Nothing	Easting
1	PROPERTY CORNER	5000 0000	5000 0000
2	PROPERTY CORNER	5024 9994	5043 3016
3	PROPERTY CORNER	4934 3686	5095 6273
4	PROPERTY CORNER	4909 1048	5052 4764
5	BUILDING CORNER	4972 8665	5064 9867
6	BUILDING CORNER	4952 2375	5033 3977
7	BUILDING CORNER	4954 6343	5083 7306
8	BUILDING CORNER	4929 7993	5040 7152
9	PROPERTY CORNER	5227.0605	4927 5424

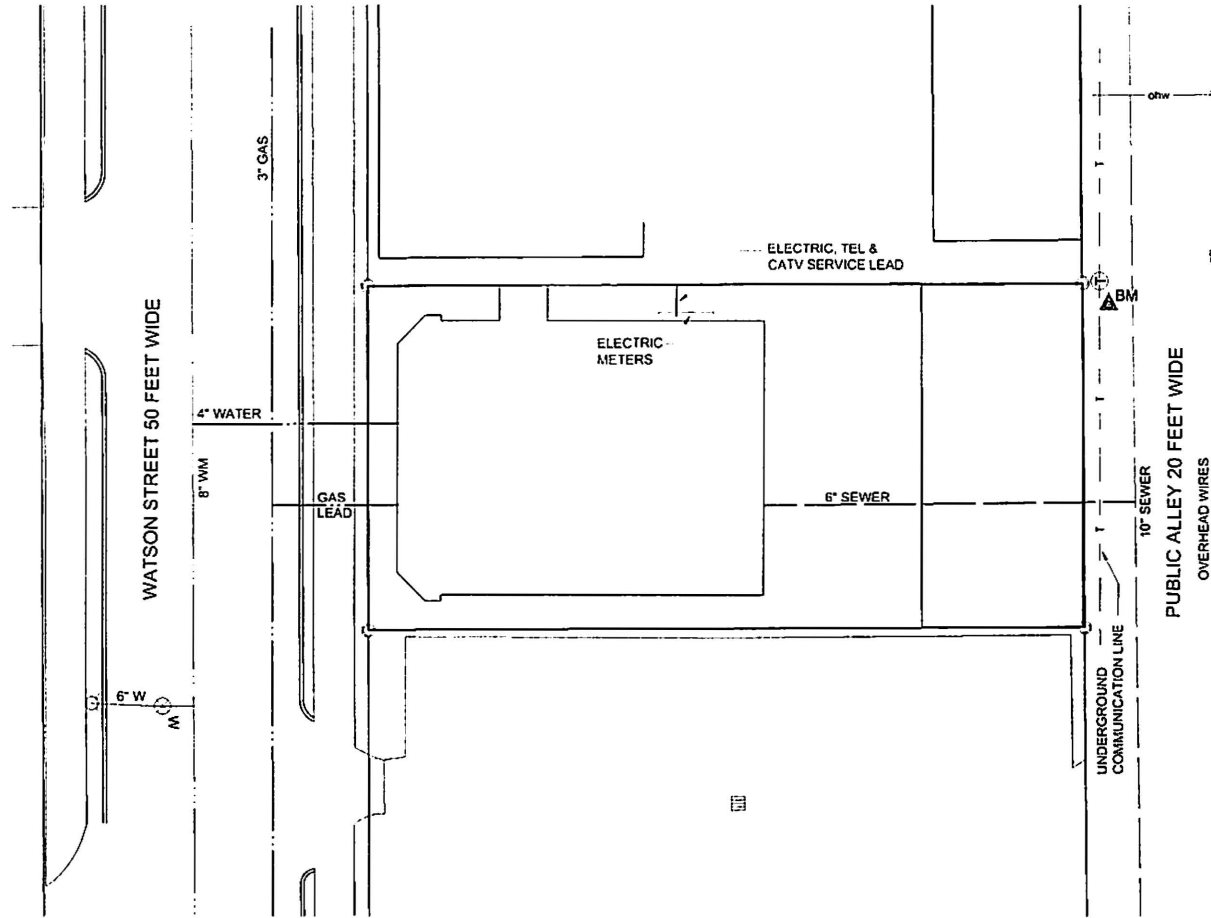
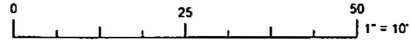
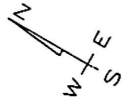
LEGEND

-  UNIT LIMIT
-  LIMITED COMMON ELEMENT
-  GENERAL COMMON ELEMENT
-  FENCE

[Handwritten signature]



MASON BROWNS ASSOCIATES, LLC <small>CITY OF DETROIT, MICHIGAN</small> <small>11000 WOOD HILLS, MICHIGAN, 48224</small> <small>(313) 425-9988</small>	64 WATSON SITE PLAN <small>Part of PC</small>	DEVON RENEWAL, LLC <small>78 WATSON STREET</small>	<small>DETROIT, MI 48201</small>	<small>DETROIT, MI 48201</small>
<small>DESIGNER</small> <small>DATE</small> <small>CHECKED BY</small>	<small>REVISIONS</small>	<small>FIELD OR "NAT"</small>	<small>SCALE</small> <small>as shown</small>	<small>DATE</small> <small>7-31-17</small>
<small>09-036-DWG</small> <small>DESIGN</small>	<small>09-036-DWG</small> <small>DATE</small>	<small>09-036-DWG</small> <small>CHECKED BY</small>	<small>09-036-DWG</small> <small>SCALE</small>	<small>09-036-DWG</small> <small>DATE</small>
SHEET				
3				



UTILITY LEGEND

- SEWER LINE
- WATER LINE
- GAS LINE
- ELECTRIC, PHONE, CATV LINES
- HYDRANT
- W WATER SHUTOFF
- CATCH BASIN
- UTILITY POLE
- COMMUNICATION MANHOLE
- GUY POLE
- ▲ BM SITE BENCH MARK

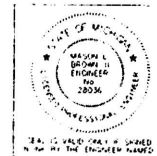
EXISTING UTILITY INFORMATION
 SEWER: DETROIT WATER AND SEWERAGE DEPARTMENT
 WATER MAIN: DETROIT WATER AND SEWERAGE DEPARTMENT
 ELECTRIC LINES: DTE ENERGY
 COMMUNICATIONS: AT&T

PROPOSED UTILITY INFORMATION TAKEN FROM PLANS PREPARED BY
 MCINTOSH PORIS ARCHITECTS

UTILITY AND BUILDING INFORMATION SHOWN ARE NOT ACTUAL DESIGN
 PLANS. REFER TO THE LOCAL OFFICIALS HAVING JURISDICTION FOR THIS
 INFORMATION.

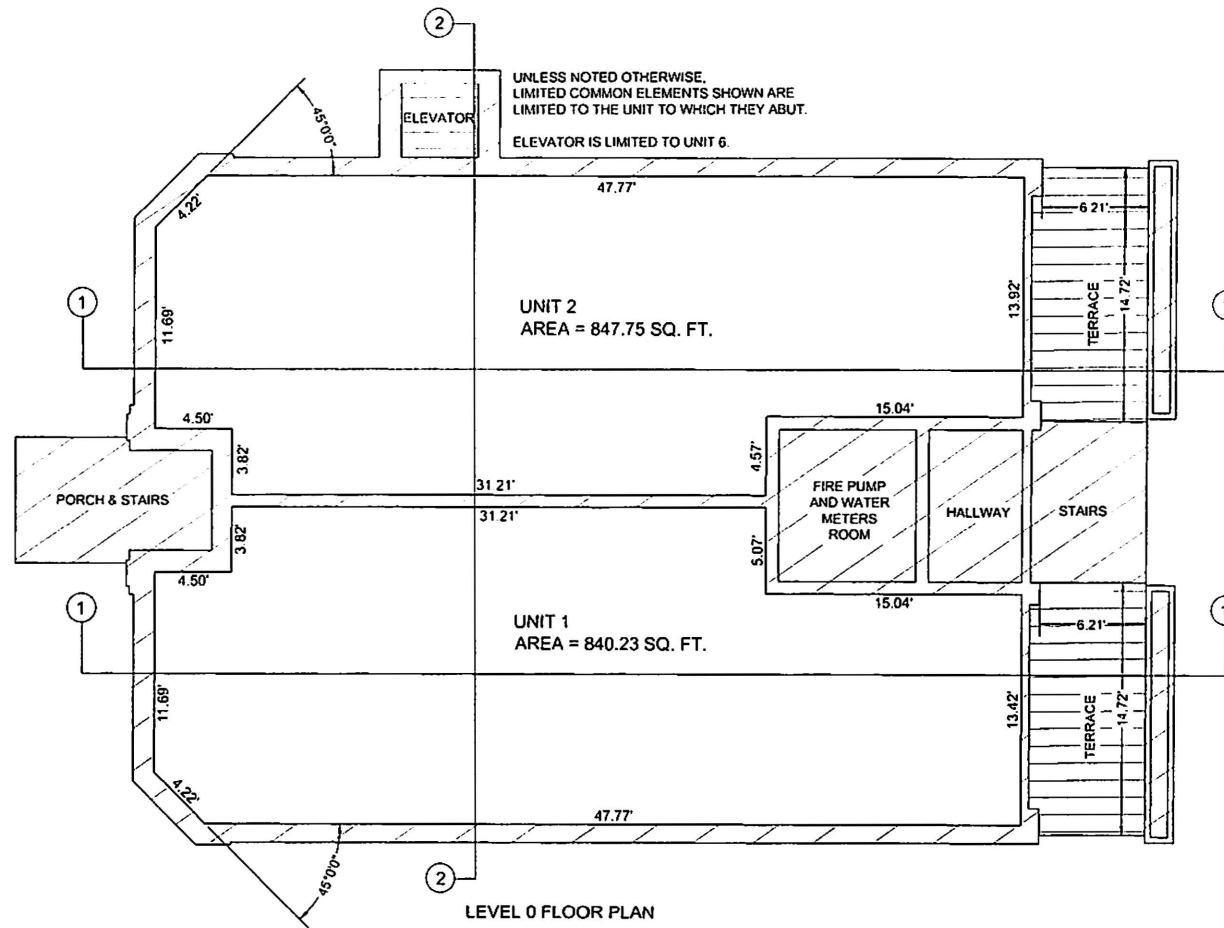
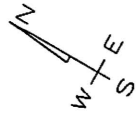
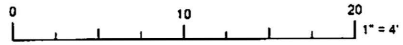
NOTE: UNITS 1 AND 2 AND ALL IMPROVEMENTS NECESSARY
 TO SERVICE SAME "MUST BE BUILT". ALL OTHER
 IMPROVEMENTS SHOWN HEREON "NEED NOT BE BUILT".

PROPOSED DATED: NOVEMBER 20, 2018

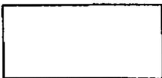

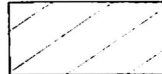


	DEVON RENEWAL, LLC DETROIT, MI 48201	61 WATSON STREET UTILITY PLAN Part of P.C. CITY OF DETROIT, WAYNE COUNTY, MICHIGAN	DETROIT, MI 48201	DETROIT, MI 48201	DETROIT, MI 48201
REVISED	REVISIONS	DATE	BY	CHECKED	DATE
09-03-18	[Signature]	7-31-17	[Signature]	[Signature]	09-03-18
SCALE	as shown	DATE	JOB NO	SHEET	4

MASON BROWNS ASSOCIATES, LLC
 CIVIL ENGINEERS & ARCHITECTS
 2000 WILSON ROAD
 WILSONVILLE, IN 46094
 (317) 425-3712 www.masonbrowns.com

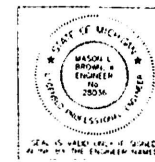


LEGEND

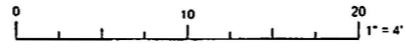
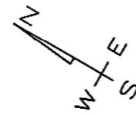
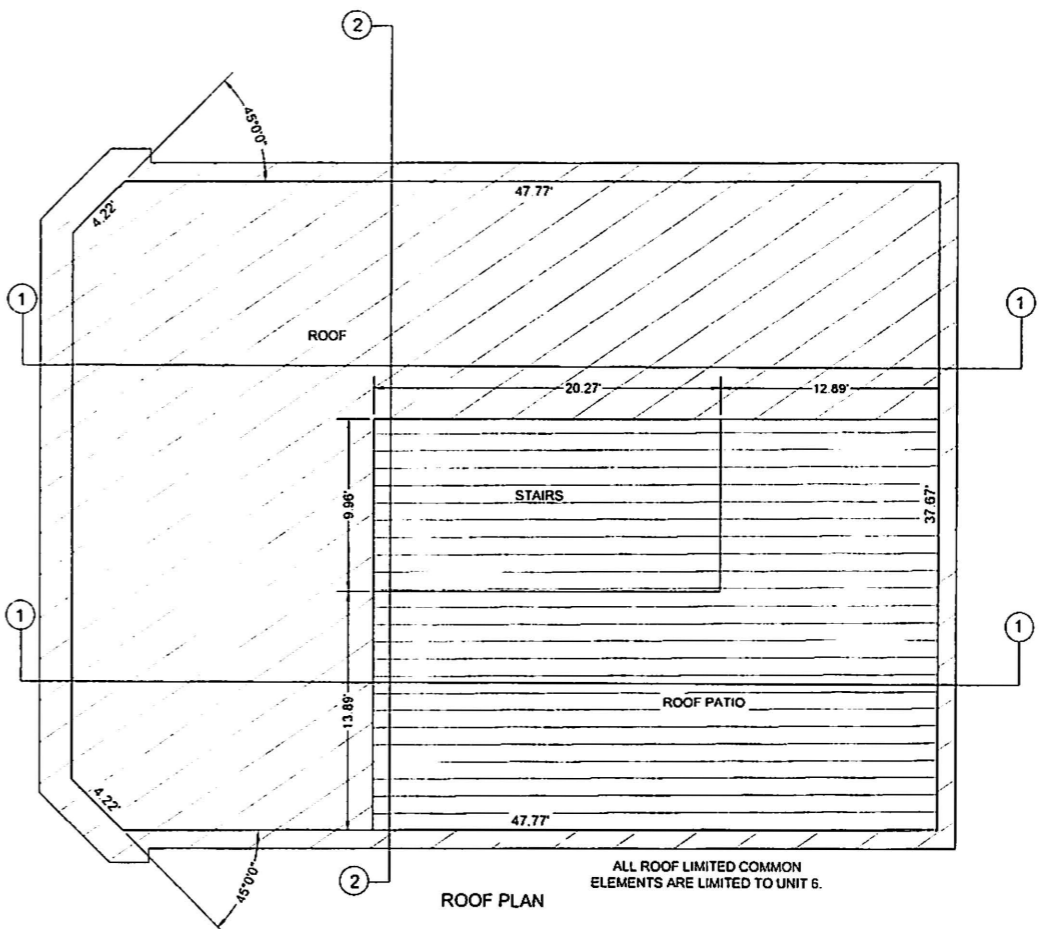
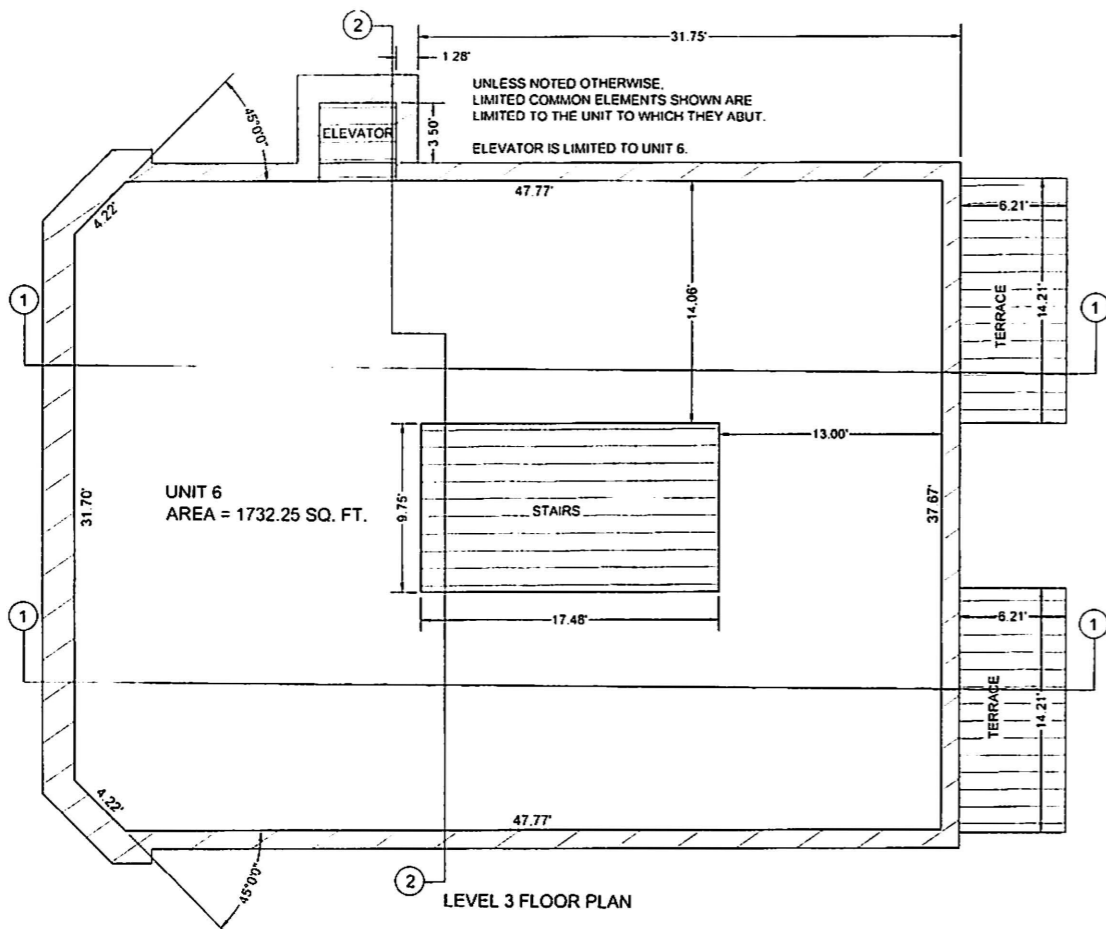
-  UNIT LIMIT
-  LIMITED COMMON ELEMENT
-  GENERAL COMMON ELEMENT

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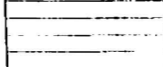
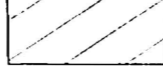
PROPOSED DATED: NOVEMBER 20, 2018



DATE: 07-08-18	DESIGNER: MB	REVISIONS:	78 WATSON STREET	DETROIT, MI 48201	44 WATSON UNITS 1 & 2 PLAN Part of P.C.	DETROIT, MI 48201	MASON BROWN ASSOCIATES, LLC CIVIL ENGINEERS & SURVEYORS 2108 BRIDLE HILLS BLDG. 2ND FL. DETROIT, MI 48201 (313) 487-9100
SCALE: as shown	DRAWN: MB		DETROIT, MI 48201	CITY OF DETROIT, WAYNE COUNTY MICHIGAN			
DATE: 7-31-17	CHECKED: MB						
JOB NO: 07-0368	FIELD CK: MB						
SHEET: 5							



LEGEND

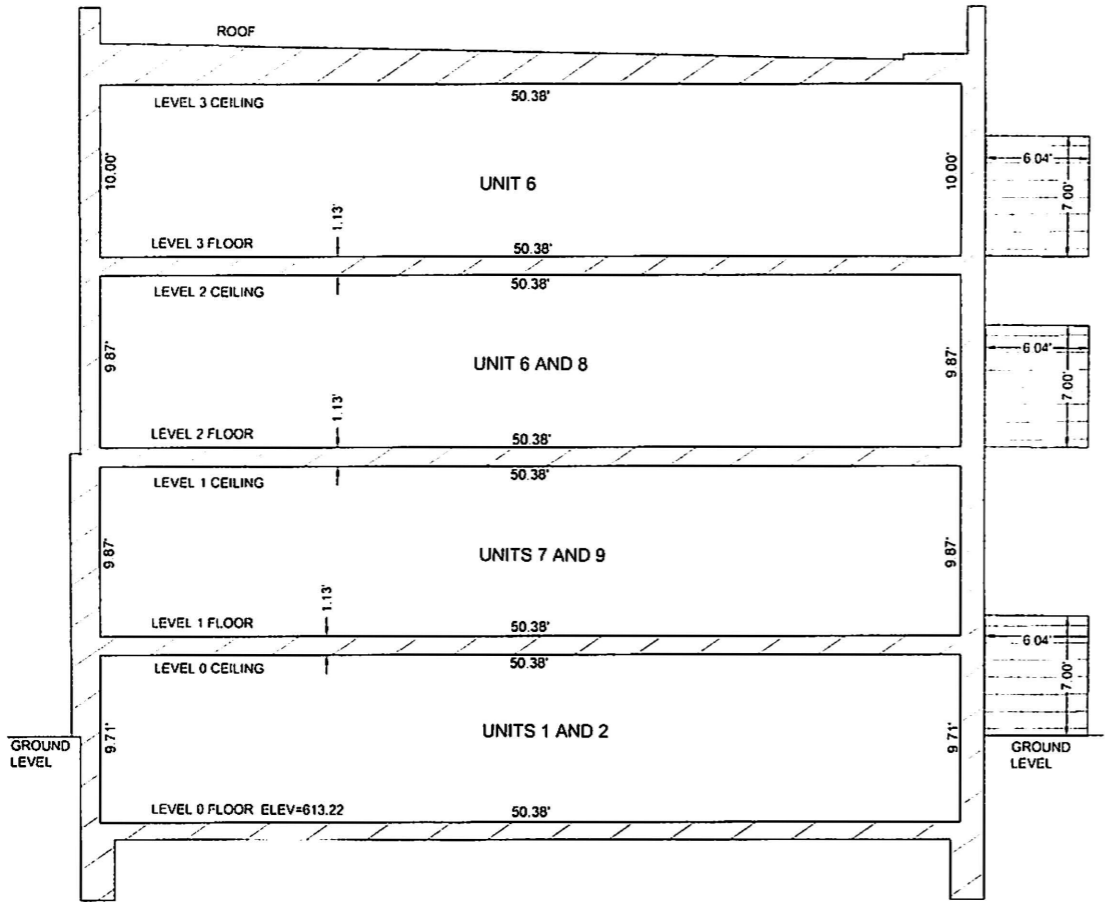
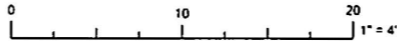
-  UNIT LIMIT
-  LIMITED COMMON ELEMENT
-  GENERAL COMMON ELEMENT

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PROPOSED DATED: NOVEMBER 20, 2018

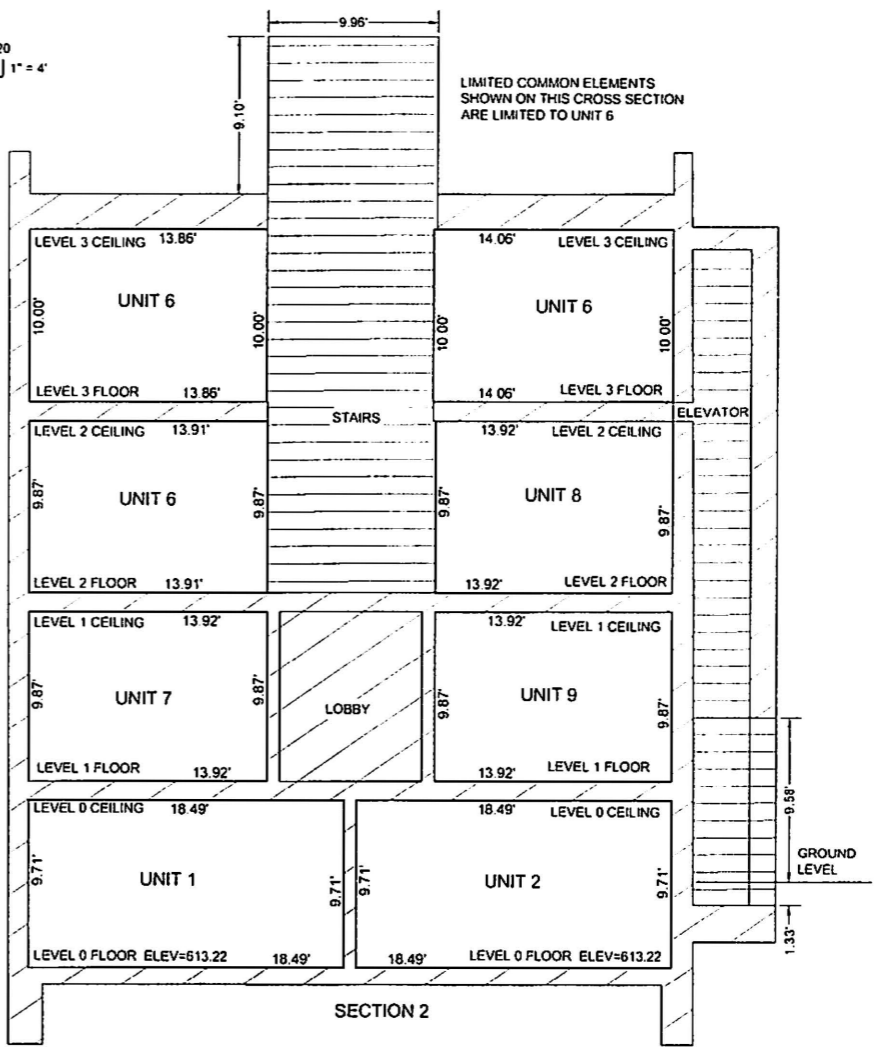


REVISIONS			
DATE	08-08-16	BY	MLB
SCALE	AS SHOWN	DATE	7-31-17
JOB NO	08-0168	SHEET	8
MASON BROWNS ASSOCIATES, LLC CIVIL ENGINEERS & SURVEYORS 11000 E. 14 MILE RD. SUITE 100 TROY, MI 48068 (313) 455-9189			
64 WATSON STREET, L.L.C. UNIT 6 UPPER LEVEL & ROOF PLAN CITY OF DETROIT, WAYNE COUNTY, MICHIGAN			
DEVON RENEWAL LLC DETROIT, MI 4820144 WATSON STREET			



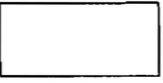


SECTION 1

LIMITED COMMON ELEMENTS SHOWN ARE LIMITED TO THE UNIT TO WHICH THEY ABUT.



SECTION 2

LEGEND

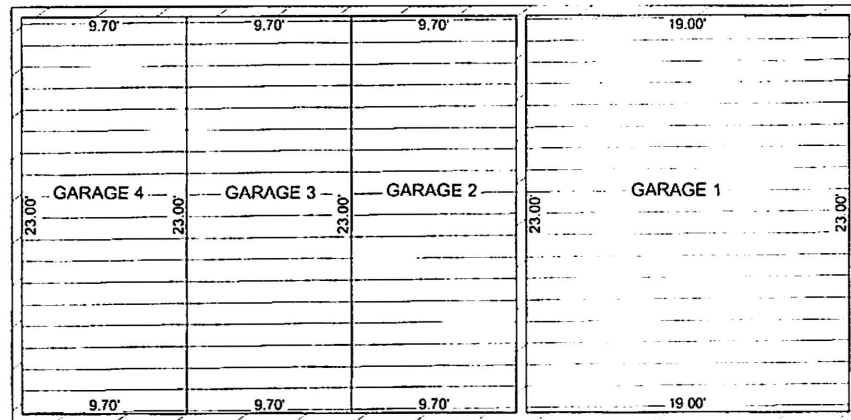
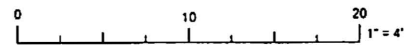
-  UNIT LIMIT
-  LIMITED COMMON ELEMENT
-  GENERAL COMMON ELEMENT

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PROPOSED DATED: NOVEMBER 20, 2018

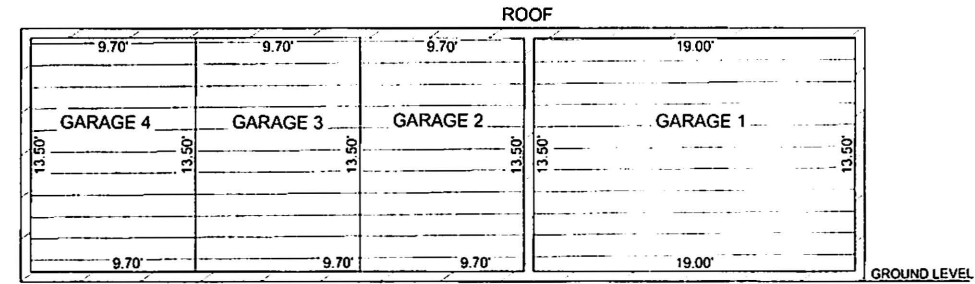


<p>DEVON RENEWAL LLC 78 WATSON STREET DETROIT, MI 48201</p>	<p>64 WATSON SECTIONS 1 & 2 Part of PC CITY OF DETROIT, WAYNE COUNTY, MICHIGAN DETROIT, MI 48201</p>	<p>MASON BROWNS ASSOCIATES, LLC CITY OF DETROIT 2700 WINDY HILL ROAD BLOOMFIELD HILLS, MICHIGAN 48304 (248) 825-3969</p>
<p>REVISIONS</p>	<p>DESIGN --- DATE: --- CHECKED: ---</p>	<p>FIELD OK: --- SCALE: --- DATE: 7-31-17 JOB NO: 09-0362 SHEET: 9</p>




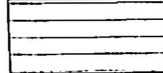
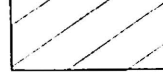
GARAGE PLAN

GARAGE 1 IS LIMITED TO UNIT 6
 GARAGE 2 IS LIMITED TO UNIT 8
 GARAGE 3 IS LIMITED TO UNIT 1
 GARAGE 4 IS LIMITED TO UNIT 2



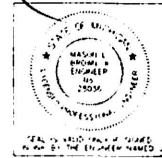
GARAGE SECTION

LEGEND

-  UNIT LIMIT
-  LIMITED COMMON ELEMENT
-  GENERAL COMMON ELEMENT

NOTE: UNITS 1 AND 2 AND ALL IMPROVEMENTS NECESSARY TO SERVICE SAME "MUST BE BUILT". ALL OTHER IMPROVEMENTS SHOWN HEREON "NEED NOT BE BUILT".

PROPOSED DATED: NOVEMBER 20, 2018



DEVON RENEWAL LLC 78 WATSON STREET DETROIT, MI 48201	61 WATSON GARAGE PLAN SECTION Part of P.C. CITY OF DETROIT, WAYNE COUNTY MICHIGAN	MASON BROWNS ASSOCIATES, LLC CIVIL ENGINEERS 2108 BRIDLE ROAD BLOOMINGHILL HILLS BLOOMINGHILL MI 48304 (248) 252-9760 mason_brown@go2net.com
DESIGN: --- DRAWN: mb CHECKED: mb	REVISIONS:	SCALE: as shown DATE: 7-31-17 JOB NO: DR-0368 SHEET: 10