

**MASTER DEED
&
BY-LAWS**

**BRYNMAWR
CONDOMINIUMS**

WEST BLOOMFIELD, MICHIGAN

LIBER 18775 PG 157

\$ 101.00 MISCELLANEOUS RECORDING
\$ 2.00 REMONUMENTATION
30 JUL 98 4:24 P.M. RECEIPT# 55B
PAID RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

AMENDED AND RESTATED MASTER DEED OF BRYNMAWR CONDOMINIUM
(Act 59, Public Acts of 1978 as amended)
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 238

This Amended and Restated Master Deed is made and executed on this 19th day of November, 1997, by the Brynmawr Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose office is located c/o 1130 Tienken Court, Suite 102, Rochester Hills, MI 48306, represented herein by Melvin Foster, the President of the Brynmawr Condominium Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Association desires by recording this Amended and Restated Master Deed, together with the Restated Condominium Bylaws attached hereto as Exhibit "A" and together with Replat No. 2 of the Condominium Subdivision Plan attached to the original Master Deed, as amended, as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act of Michigan.

NOW THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of Brynmawr as a Condominium under the Condominium Act and does declare that Brynmawr (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 Amended and Restated Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

9000238

O.K. - KB

ARTICLE I
TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Brynmawr, Oakland Condominium Subdivision Plan No. 238. The Condominium Project is established in accordance with the Act.

Section 2. Condominium Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth completely in Replat No. 2 of the Condominium Subdivision Plan attached to the original Master Deed, as amended, as Exhibit "B". Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium Project as are designated by the Amended and Restated Master Deed.

Section 3. Voting. Co-owners shall have voting rights in the Brynmawr Condominium Association as set forth herein, in the Restated Condominium Bylaws, Corporate Bylaws and Articles of Incorporation of such Association.

ARTICLE II
LEGAL DESCRIPTION

The land which comprises the Condominium Project established by the Master Deed is particularly described as follows:

Land in the West 1/2 of the Southeast 1/4 of Section 34, T.2 N., R. 9 E., West Bloomfield Township, Oakland County, Michigan, described as beginning at the South 1/4 corner of said Section 34, thence North 00 Degrees 24 Minutes 50 Seconds East 662.65 Feet, thence due East 615.50 Feet, thence South 9 Degrees 05 Minutes 28 Seconds East 336.13 Feet, thence South 00 Degrees 24 Minutes 50 Seconds West 330.73 Feet, thence due West 671.01 Feet to the Point of Beginning. Containing 9.996 Acres, more or less, subject to the rights of the public along 14 Mile Rd.

ARTICLE III
DEFINITIONS

18-34-452-000ent
OCCP#238

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits "A" and "B", 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 Brynmawr Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Brynmawr, 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" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If provision of this Amended and Restated Master Deed or its exhibit is found to conflict with any provision of the Act, or if provision required by the Act is omitted herefrom, then provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

B. "Association" or "Association of Co-owners" means Brynmawr Condominium Association, a non-profit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to 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. "Association Bylaws" or "Corporate Bylaws" means the corporate Bylaws of Brynmawr Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Unit or "Condominium Unit" each mean a single complete Unit in Brynmawr, as such may be described in Article VI hereof and on Exhibit B applicable hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

E. "Restated Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.

F. "Condominium Documents", wherever used, means and includes this Amended and Restated Master Deed and Exhibits "A" and "B" applicable hereto, together with the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association.

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

H. "Condominium Project", "Condominium" or "Project" means Brynmawr as a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Replat No. 2 of Exhibit "B" as attached to the original Master Deed, as amended, which is incorporated herein, as the same may be amended from time to time.

J. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term "owner", wherever used, shall be synonymous with the the term "Co-owner". The Developer is an owner as long as it owns one or more Units. Both Land Contract vendees and vendors shall be

considered Co-owners, and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents of Brynmawr and the Act.

K. "Developer" shall refer to Brynmawr Associates, Inc., a Michigan Corporation, which made and executed the original Master Deed, and its successors and assigns.

L. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV hereof, and does not refer to Condominium Units.

M. "Amended and Restated Master Deed" means this document which when recorded shall reaffirm the establishment of the Condominium, and to which the Restated Condominium Bylaws are attached as an exhibit, and to which the original Condominium Subdivision Plan is made applicable.

N. "Percentage of value" means the percentage assigned to each Condominium Unit in the original Master Deed, as amended. The percentages of value of all Units shall total one hundred (100%) percent. Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act. Percentages of value for each Condominium Unit have been determined with reference to reasonably comparative characteristics.

O. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

P. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

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.

ARTICLE IV COMMON ELEMENTS

Section 1. Common Elements. The Common Elements of the Condominium described below and in Exhibit "B" applicable hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. General Common Elements. The general Common Elements are:

(1) Land. The land described in Article II hereof, including roads, driveways (except those leading to the garages of Units 1-7), sidewalks, unassigned parking spaces, entrance gates, perimeter fencing and the Retention Pond;

(2) Recreational Area. The Recreational Area, including but not limited to, the Community Building and swimming pool, as shown on the Condominium Subdivision Plan;

(3) Electrical. The electrical wiring network throughout the project, including exterior security lighting, up to but not including, the electrical meter for each unit, together with the common security lighting for the Project, if any is installed;

(4) Gas. The gas transmission lines throughout the project, up to but not including, the gas meter for each unit;

(5) Telephone. The telephone wiring network throughout the project up to the point of connection of each individual Unit's service with the main telephone line, board or box;

(6) Plumbing. The plumbing network throughout the project, including that contained within unit walls, up to the point of entry into the Unit;

(7) Sewerage. The water distribution mains, storm and sanitary sewer system throughout the project, up to the point of connection with the plumbing network within each building;

(8) Construction. Foundations, supporting columns, Unit and garage perimeter walls (excluding all windows, doors and doorwalls located therein, except for building entry doors on buildings 2 & 13 and garage doors - all of which are general common elements), roofs, ceilings, garage floors, floor construction between Unit levels, and chimneys;

(9) Sprinkler System. The lawn sprinkler system throughout the Project, if any;

(10) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are intended for common use or necessary to the existence, upkeep and/or safety of the Project, regardless of whether located within or without the perimeter of a Unit;

(11) Easements. All beneficial easements referred to in this Master Deed.

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

B. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(1) Courtyards, and Patios. Each courtyard and patio area in the Project (including all improvements located therein or thereon, such as fencing, landscaping and rear decks constructed on patios for units 44-49), are restricted in use to the Co-owner of the Unit which opens into/onto such courtyard or patio area, as the case may be, as shown on the Condominium Subdivision Plan;

(2) Air Conditioning, Heating. Each individual air conditioner and compressor, furnace and hot water heater, including ductwork, is restricted in use to the Co-owner of the Unit which such equipment services;

(3) Windows, Unit Entry Doors, Storms and Screens. Unit windows, doorwalls, storms and screens, storm/screen doors (other than those added by Co-owners - which are considered the personal property of the Co-owner) and Unit Entry Doors, (excluding only Building Entry Doors in Buildings 2 & 13 which open into common areas), in the Project are restricted in use to the Co-owners of the Units to which the same are appurtenant;

(4) Porches and Balconies. Each individual porch (including front wood decks on Units 44-49), and balcony structure (regardless of whether designated on the Condominium Subdivision Plan as a balcony on the second floor or a patio on the first floor) in the Project is restricted in use to the Co-owner of the Unit which opens onto said porch or balcony, as the case may be, as shown on the Condominium Subdivision Plan;

(5) Garage Door Openers and Remotes. All electric garage door openers and remotes shall be limited common elements appurtenant to the Unit serviced thereby;

(6) Basement Areas, Garages and Certain Driveways. Certain basement areas, garages, and in the case of Units 1-7, the driveway leading to the garage, shall be limited common elements assigned to the use of those Units as shown on the Condominium Subdivision Plan;

(7) Carports. Certain carports shall be limited common elements assigned to the use of those Units with numbers corresponding to those shown on the Condominium Subdivision Plan;

(8) Storage Areas. Certain storage areas shall be limited common elements assigned to the use of those Units with numbers corresponding to those shown on the Condominium Subdivision Plan;

(9) Common Facilities. Common corridors, vestibules, stairs, porches, hallways, lobbies, trash rooms, laundry rooms, auxiliary basement furnaces and basement areas in Buildings having such common facilities, not designated in the Condominium Subdivision Plan to be appurtenant to any given Unit, shall be limited common elements limited in use to the

Co-owners of those Units in the Building in which these common facilities are located which have access thereto;

(10) Interior. The interior surfaces of Unit, garage and storage area perimeter walls, ceilings and floors shall be subject to the exclusive use and enjoyment of the Co-owner of said Unit, and to which the storage area and/or garage is assigned;

(11) Attic Areas. Certain attic areas appurtenant to "D" style Units, shall be limited common elements assigned to the use of those Units as shown on the Condominium Subdivision Plan;

(12) Other. Such other elements of the Project, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Project, shall be Limited Common Elements.

C. Responsibility. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance of all Units and appurtenant Limited Common Elements, as set out in the relevant sections of Article VI of the Restated Condominium Bylaws (Exhibit "A" to this Amended and Restated Master Deed), the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

(1) Co-owner Responsibilities:

(a) Unit, Limited Common Elements. The primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Project, and the Limited Common Elements described in Paragraphs B.(1) through (3), (5) and the auxiliary furnaces described in Paragraph B.(9) shall be borne by the Co-owner(s) of the Unit or Units to which said Limited Common Elements are assigned. Each Co-owner shall also be responsible for only maintenance and decoration of the Limited Common Elements described in Paragraph B.(10). In the case of Limited Common Elements which are shared by more than one Unit, Co-owner borne expenses shall be incurred by the Association and assessed equally to each of the Units sharing said Element. All such assessments shall be due with the next monthly assessment becoming due, and shall be secured by the statutory lien on each Unit provided by the Act, and collectible in accordance with the provisions of Article II of the Amended Condominium Bylaws.

(b) Utility Charges. All costs of electricity, gas, telephone, cable TV and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. The Association shall be responsible for the costs of sewer/water; however, the

Association shall have the right to surcharge any Co-owner, on a reasonable and equitable basis, for abnormal or excessive usage.

(c) Co-owner Additions, Modifications. Co-Owner improvements, additions or modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Project which require the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner.

(d) Co-owner Fault. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Restated Condominium Bylaws.

(2) Association Responsibilities:

(a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements, and those Limited Common Elements expressly identified as being the responsibility of the Co-owner in the various sub-paragraphs of Paragraph C.(1) above, shall be borne by the Association, subject to any provisions of this Article and the Restated Condominium Bylaws expressly to the contrary.

(b) Limited Common Elements for which the Association is Responsible. The Association shall be responsible for the maintenance, repair and replacement, except in cases of Co-owner fault, of the Limited Common Elements described in Paragraphs B.(4), and B.(6) - (9), above, with the exception of maintenance, repair and replacement of auxiliary basement furnaces described in Paragraph B.(9), which shall be incurred by the Association and assessed back equally to the Co-owner(s) of the Units contained in those Buildings utilizing such common facilities; and for the costs of repair and replacement (except in cases of Co-owner fault) of all surfaces referred to in Paragraph B.(10).

(c) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

(3) Unusual Expenses. Any other unusual common expenses benefiting less than all of the Condominium Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Michigan Condominium Act.

**ARTICLE V
USE OF PREMISES**

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

**ARTICLE VI
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

A. Condominium Unit Description. Each Unit in the project is described in this paragraph with reference to the Subdivision and Site Plan of Brynmawr as surveyed by Professional Engineering Associates and attached to the original Master Deed, as amended, as Exhibit "B". Each Unit shall include: (1) With respect to each unit basement, all the space contained with the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to portions of Units other than basements, all the 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 Condominium Subdivision Plan and delineated with heavy outlines. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. Calculation of Percentage of Value. The percentage of value assigned to each Unit is set forth in this Paragraph. 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 administration and the value of such Co-owner's vote at meetings of the Association of Co-owners and the undivided interests of the Co-owner in the Common Elements. The total percentage value of the project is 100.

C. Percentages of Value. Set forth below are:

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

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

Unit Number	Percentage of Value Assigned
1	1.37
2	1.37
3	1.15
4	1.15

Unit Number

Percentage of
Value Assigned

5	1.15
6	1.15
7	1.38
8	1.24
9	1.37
10	1.21
11	1.19
12	1.24
13	1.37
14	1.21
15	1.19
16	1.21
17	1.19
18	1.24
19	1.37
20	1.21
21	1.19
22	1.24
23	1.37
24	1.46
25	1.55
26	1.55
27	1.46
28	1.24
29	1.24
30	1.24
31	1.24
32	1.34
33	1.34
34	1.34
35	1.34
36	1.41
37	1.41
38	1.41
39	1.41
40	1.52
41	1.52
42	1.52
43	1.52
44	1.61
45	1.55
46	1.55
47	1.55
48	1.55
49	1.61
50	1.41
51	1.41
52	1.41
53	1.41
54	1.52
55	1.52
56	1.52
57	1.52
58	1.24
59	1.24

Unit Number	Percentage of Value Assigned
60	1.24
61	1.24
62	1.34
63	1.34
64	1.34
65	1.34
66	1.41
67	1.41
68	1.41
69	1.41
70	1.52
71	1.52
72	1.52
73	<u>1.52</u>
	100%

ARTICLE VII EASEMENTS

Section 1. Easements For Encroachment, Utilities, and Support. In the event any portion of a structure/residence 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, reconstruction or repair, 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 contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines. There shall exist easements of support with respect to any Unit wall which supports a Common Element.

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through, or dedicate, any portion of any General Common Element of the Condominium for utility, roadway, construction or safety purposes.

Section 3. Association's Easement For Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain his Unit or any limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Amended and Restated Master Deed, the Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Master Deed,

the Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, or any Limited Common Elements appurtenant thereto, the Association shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due, in accordance with Article II of the Restated Condominium Bylaws; further, the lien for non-payment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

ARTICLE VIII AMENDMENTS

This Amended and Restated Master Deed and any Exhibit hereto may be amended as provided in the Act in the following manner.

Section 1. Co-owner Approval. Amendments may be made and recorded by the Association upon being approved by the owners of a simple two-thirds (2/3) of the Units in the Condominium, except as hereinafter provided.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of the Co-owners or mortgagees, such amendment shall require the consent of not less than two-thirds (2/3) of the Co-owners of Units in the Condominium and two-thirds (2/3) of all first mortgagees of record. A mortgagee shall have one vote for each mortgage held.

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article VI hereof, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 50 of the Act. Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Act.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Master Deed to be executed the day and year first above written.

WITNESSES:

Brynmawr Condominium Association,
a Michigan Nonprofit Corporation

Michael J. Koch
MICHAEL J. KOCH

By: Melvin Foster
Melvin Foster
Its: President

Anita L. Koch
ANITA L. KOCH

STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

On this 19th day of November, 1997, the foregoing Amended and Restated Master Deed was acknowledged before me by Melvin Foster, President of Brynmawr Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

Drafted by and when
recorded return to:
Mark F. Makower, Esq.
28535 Orchard Lake Rd., #100
Farmington Hills, MI 48334

Anita L. Koch
ANITA L. KOCH Notary Public
OAKLAND County, MI
My commission expires: 8-18-99

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

I, Michael Koch, being first duly sworn, depose and state as follows:

- 1. That I am the managing agent of the Brynmawr Condominium Association, the corporation named in and which executed the attached Amended and Restated Master Deed and Restated Bylaws of Brynmawr Condominium.
- 2. That the attached Amended and Restated Master Deed and Restated Bylaws of Brynmawr Condominium was submitted to all co-owners of units in the Brynmawr Condominium for the purpose of voting thereon, and that said co-owners approved said Amendment by a vote of more than two-thirds of all Co-owners in number and value.
- 3. That records of said consents are maintained at 1130 Tienken Ct., Suite 120D, Rochester, MI 48308.

FURTHER, AFFIANT SAYETH NOT.

Michael Koch
Michael Koch

Acknowledged, subscribed and sworn to before me this 19th day of November, 1997.

Anita L. Koch
ANITA L. KOCH, Notary Public
OAKLAND County, Michigan
My Commission Expires: 8-18-99

