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Bernard J. Youngblood
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EXAMINED AND APPROVED

DATE JAN 04, 2010

BY SJK N/C

NORMAN C. DUPLUE
PLAT ENGINEER

CHERRY GROVE

SUPERSEDING CONSOLIDATING MASTER DEED

This Superseding Consolidating Master Deed is made and executed on this 24 day of August, 2009, by Jacobson-Cherry Grove Land Development, LLC, a Michigan limited liability company, hereinafter referred to as "Developer", whose address is 32400 Telegraph Road, Suite 100, Bingham Farms, MI 48025, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer was the owner of certain real property located in the Township of Canton, County of Wayne, State of Michigan, and more particularly described in Article II below; and

WHEREAS, the Developer, by recording a Master Deed together with the Bylaws attached thereto as Exhibit "A" and together with the Condominium Subdivision Plan attached thereto as Exhibit "B", in Liber 31295, Pages 1-86, inclusive, and by recording the First Amendment to Master Deed recorded in Liber 32124, Pages 107-131, inclusive, and by recording the Second Amendment to Master Deed recorded in Liber 32850, Pages 143-171, inclusive, and by recording the Third Amendment to Master Deed recorded in Liber 34838, Pages 3-28, inclusive, and by recording the Fourth Amendment to Master Deed recorded in Liber 41928, Pages 75-87, inclusive, established the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a residential Condominium under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, confirm the establishment of Cherry Grove as a Condominium under the Act and does redeclare that Cherry Grove (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Act, and as same may be amended, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Superseding Consolidating Master Deed, and in the Bylaws attached to the initial Master Deed as Exhibit "A", and Exhibit "B" attached hereto, all of which shall be deemed to run with the land and

WAYNE COUNTY TREASURER
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shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as Cherry Grove, Wayne County Condominium Subdivision Plan No. 546. The architectural plans and specifications for each Unit constructed in the Condominium have been filed with the Township of Canton, Wayne County, Michigan. The Condominium is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, volume and area of each Unit therein, and the designation of Common Elements as General Common Elements or Limited Common Elements are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto and/or in Article IV of this Superseding Consolidating Master Deed. Each building contains individual Units created 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. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Superseding Consolidating Master Deed. The provisions of this Superseding Consolidating Master Deed, including, but without limitation, 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 condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium established by this Superseding Consolidating Master Deed is particularly described as follows:

PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 2 SOUTH, RANGE 8 EAST, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 22, TOWN 2 SOUTH, RANGE 8 EAST; THENCE N89°21'18"W, 669.23 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 22 AND THE NORTHERLY BOUNDARY OF FRANKLIN-PALMER ESTATES SUB'N (LIBER 96 OF PLATS, PAGES 22-26, WAYNE COUNTY RECORDS) AND IN PART ALONG THE SOUTHERLY BOUNDARY OF WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 819 A.K.A. "THE HAMPTONS" (LIBER 41978, PAGES 214-284, LAST AMENDED IN LIBER 47550, PAGES 303-318, WAYNE COUNTY RECORDS) TO THE POINT OF BEGINNING; THENCE CONTINUING

N89°21'18"W, 669.23 FEET ALONG SAID EAST AND WEST 1/4 LINE AND SAID BOUNDARY OF FRANKLIN-PALMER ESTATES SUB'N; THENCE N00°07'04"W, 2587.10 FEET IN PART ALONG THE EASTERLY BOUNDARY OF LEXINGTON SQUARE SUB'N NO. 1 (LIBER 102 OF PLATS, PAGES 93-96, WAYNE COUNTY RECORDS) TO THE SOUTHERLY RIGHT-OF-WAY OF CHERRY HILL ROAD (60 FEET WIDE); THENCE S89°13'32"E, 663.03 FEET; THENCE S00°15'20"E, 2585.70 FEET IN PART ALONG THE WESTERLY BOUNDARY OF SAID WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 819 A.K.A. "THE HAMPTONS" TO THE EAST AND WEST 1/4 LINE OF SECTION 22, ALSO THE NORTHERLY BOUNDARY OF FRANKLIN-PALMER ESTATES SUB'N (LIBER 96 OF PLATS, PAGES 22-26, WAYNE COUNTY RECORDS), AND THE POINT OF BEGINNING. SUBJECT TO ALL LAWFUL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND ALL OTHER GOVERNMENTAL LIMITATIONS. CONTAINING 39.5471 ACRES OF LAND.

Parcel Identification Nos. 71-085-99-0002-000 (part of)
71-085-99-0002-701 (part of)
71-085-99-0002-799 (part of)
71-085-99-0003-000 (part of)

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Superseding Consolidating Master Deed, Exhibit "A" to the Master Deed, and Exhibit "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 rules and regulations of Cherry Grove Condominium Association, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Cherry Grove 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. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

Section 3. Association. "Association" means Cherry Grove Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted 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.

Section 4. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of Cherry Grove Condominium Association, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 5. Bylaws. "Bylaws" means Exhibit "A" as attached to the Master Deed as Exhibit "A," and which is incorporated herein by reference thereto, 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 Superseding Consolidating Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 6. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 7. Condominium Documents. "Condominium Documents" wherever used means and includes this Superseding Consolidating Master Deed (herein sometimes "Master Deed"), Exhibit "A" as attached to the initial Master Deed as Exhibit "A", and which is incorporated herein by reference thereto, Exhibit "B" hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association as all of the same may be amended from time to time.

Section 8. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, and the buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging to Cherry Grove as described above.

Section 9. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Cherry Grove as a Condominium established in conformity with the provisions of the Act.

Section 10. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

Section 11. Co-owner. "Co-owner" means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means Jacobson-Cherry Grove Land Development, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

Section 13. 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 may properly be brought before the meeting. Such meeting is to be held: (a) in the Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit

conveyance, or (c) mandatorily after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Cherry Grove as such space may be described in Exhibit "B" hereto and in Article V, Section 1 below, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 16. Multiplex Units. "Multiplex Units" or "Multiplex" shall be deemed to include the Fourplex Units, the Fiveplex Units and the Sixplex Units as depicted on Exhibit "B" to the Master Deed when that term is used herein.

Other terms which may be utilized in the Condominium Documents and which are not defined hereinabove shall have the meanings as provided in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where 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

The Common Elements of the Condominium, described in Exhibit "B" 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 the roads, drives not identified as Limited Common Elements, cul-de-sacs, wetlands, woodlands, wood chip pathway(s) (if any), entrance signage, landscaping and other common areas, when included as a part of the Condominium (subject to the rights of the public, if any, over any portions of rights-of-way). Notwithstanding the foregoing, the Association may, in its discretion, assign General Common Element parking spaces, if any, to individual Co-owners on an equitable basis as may be determined by the Board of Directors, subject to

the provisions of Article VI, Section 8 of the Bylaws (Exhibit "A" as attached to the Master Deed).

- (b) Electrical. The electrical transmission system throughout the Condominium, 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 Condominium up to the point of entry to each Unit.
- (d) Gas. The gas distribution system throughout the Condominium, 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 Condominium, including that contained within Unit walls, up to the point of connection with the fixtures or their apparatuses (i.e. hoses, etc.) for and contained in an individual Unit.
- (f) Sanitary Sewer. The sanitary sewer system throughout the Condominium, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (g) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- (h) Underground Lawn Irrigation System. The underground lawn irrigation system throughout the Condominium, the control clocks, water shut-off valves and water meters located in various Units throughout the Condominium.
- (i) Storm Sewer and Detention Area(s). The storm sewer system throughout the Project and the detention area(s) as depicted on Exhibit "B" hereto, and as located on off-site property further described in Article VI, Section 8 below.
- (j) Foundations and Structural Components. Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), roofs, ceilings and floor construction between Unit levels.
- (k) Other. Such other elements of the Condominium 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 necessary to the existence, upkeep and safety of the Condominium.

- (l) Fire Suppression System. The fire suppression system located within the Units and/or within the Common Element walls and ceilings, including, without limitation, pipes, fixtures and controls, and the garage access box or pad affixed to the exterior of certain Units.
- (m) Fire Suppression Riser Rooms. The fire suppression riser room located in each multi-plex building, together with the fire alarm control panel and any other utilities located therein.

Some or all of the utility lines, systems (including mains and service leads) and equipment, the cable television system, and the telecommunications system, if and when constructed, 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 the cable television and telecommunications systems, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- (a) Porches and Walkways. Each individual porch and walkway extending therefrom in the Condominium is restricted in use to the Co-owner of the Unit which opens onto such porch as depicted on Exhibit "B" hereto.
- (b) Duplex Units - Deck/Patio Areas. Each deck/patio area appurtenant to the Duplex Units, as depicted on Exhibit "B" hereto, is restricted in use to the Co-owner of the Unit which opens onto such deck/patio area. Either a deck or a patio may be constructed and/or landscaping may be planted within said deck/patio area, and a privacy fence between Unit decks or patios may be erected, subject to the prior express written approval of the Association as provided in Article VI, Section 3 of the Bylaws attached as Exhibit "A" to the Master Deed.
- (c) Multiplex Units - Patio Areas. Each patio area appurtenant to the Multiplex Units, as depicted on Exhibit "B" hereto, is restricted in use to the Co-owner of the Unit which is appurtenant to the patio area. An 8' X 10' patio may be constructed within said patio area, as depicted on Exhibit "B" hereto, subject to the prior express written approval of the Association as provided in Article VI, Section 3 of the Bylaws attached as Exhibit "A" to the Master Deed.

- (d) Driveways and Garage Doors. The driveway to the garage(s) shall be limited in use to the Co-owner(s) of the garage(s) which are accessed through such driveway(s), and the garage door shall be limited in use to the Co-owner of the Unit to which such garage is appurtenant.
- (e) Air Conditioner Compressors and Pads. Each air conditioner compressor and pad, if any, located outside of a Unit shall be limited in use to the Co-owner of the Unit which such compressor services.
- (f) Unit Windows, Doors and Doorwalls. Unit windows, doors and doorwalls, if any, and storms and screens therefor, shall be limited in use to the Co-owners of Units which they service.
- (g) Cluster Mailboxes. The cluster mailboxes as located throughout the Condominium shall be limited in use to the Co-owners assigned to the mailboxes contained therein as determined by the Postmaster.
- (h) Fireplaces, Venting and Combustion Chamber. The fireplace located in a Unit, if any, the venting system (lower Units), and the fireplace combustion chamber shall be limited in use to the Co-owner of the Unit in which the fireplace is located.
- (i) Exterior Photocell Lights. The exterior photocell light attached to each garage shall be limited in use to the Co-owner of the Unit to which the exterior photocell light is attached.
- (j) Interior Surfaces. The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.
- (k) Balconies. Each balcony attached to a multiplex Unit in the Condominium is restricted in use to the Co-owner of the multiplex Unit which opens onto such balcony as shown on Exhibit "B" hereto.

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

- (a) Off-Site Concrete Sidewalk in Public Right-of-Way. The costs of maintenance, repair and replacement of the concrete sidewalk which is located in the public right-of-way of Cherry Hill Road at the entrance of the Condominium shall be borne by the Association.

- (b) Underground Lawn Irrigation System, Control Clocks, Water Shut-off Valves and Water Meters. The costs of maintenance, repair and replacement of the irrigation system control clocks, water shut-off valves and water meters shall be borne by the Association. The Co-owners of the Units in which irrigation system control clocks, water shut-off valves and/or water meters are located shall grant the Association access necessary to inspect same and to perform its responsibilities of maintenance, repair and replacement thereon, as provided in the Bylaws attached as Exhibit "A" to the Master Deed.
- (c) Garage Doors. The costs of maintenance, repair and replacement of each garage door referenced in Article IV, Section 2(d) hereinabove shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant; provided, however, that the Association shall have the responsibility to paint the garage doors; provided, further, that any maintenance, repair and/or replacement of the garage doors which creates a change in the exterior appearance of said Limited Common Element shall be subject to the prior, express written approval of the Board of Directors of the Association, pursuant to the provisions of Article VI, Section 3 of the Bylaws (Exhibit "A" to the Master Deed).
- (d) Air Conditioner Compressors and Pads. The costs of maintenance, repair and replacement of each air conditioner compressor, if any, referenced in Article IV, Section 2(e) hereinabove shall be borne by the Co-owner of the Unit to which such air conditioner compressor is appurtenant. The costs of maintenance, repair and replacement of the pad, if any, under each air conditioner compressor shall be borne by the Association.
- (e) Unit Windows, Doors and Doorwalls. The costs of maintenance, repair and replacement of all Unit windows, doors, doorwalls, if any, and storms and screens therefor, as referenced in Article IV, Section 2(f) hereinabove shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant. The style and color of each door, storm door, screen door, window, screen window and/or storm window described herein shall be subject to the prior express written approval of the Board of Directors of the Association, pursuant to the provisions of Article VI, Section 3 of the Bylaws (Exhibit "A" to the Master Deed).
- (f) Fireplaces, Venting and Combustion Chamber. The costs of maintenance, repair and replacement of the fireplace located within a Unit, if any, the venting system, and the fireplace combustion chamber in any Unit, referenced in Article IV, Section 2(h) hereinabove, shall be borne by the Co-owner of such Unit. Any maintenance, repair or replacement to said venting system

must receive the prior written approval of the Board of Directors of the Association to ensure the safety of the structures and the residents of the Condominium.

- (g) Exterior Photocell Lights. The costs of electricity, maintenance, repair, and replacement of each exterior photocell light referenced in Article IV, Section 2(i) hereinabove shall be borne by the Co-owner of the Unit to which each photocell light is attached.
- (h) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referenced in Article IV, Section 2(j) hereinabove shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant. Notwithstanding anything herein to the contrary, the costs of repair and replacement of any drywall damaged from the inside of the Unit shall be borne by the Co-owner of the Unit.
- (i) Other Common Elements. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws (Exhibit "A" to the Master Deed) expressly to the contrary.
- (j) Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV, Section 3.
- (k) Duplex Units - Deck/Patio Areas. The cost of maintenance, repair and replacement of any Limited Common Element deck/patio area appurtenant to the Duplex Units, as described in Article IV, Section 2 (b) above, including any deck, patio, landscaping and/or privacy fence constructed therein, shall be borne by the Co-owner of the Unit which opens onto such Limited common Element deck/patio area; provided, however, that the Association shall be responsible for mowing any unenclosed and unobstructed deck/patio area which consists mainly of lawn. Further maintenance, repair and replacement standards may be specified by regulations promulgated by the Board of Directors of the Association, pursuant to the provisions of Article VI, Section 11 of the Bylaws (Exhibit "A" to the Master Deed), including, without

limitation, a maintenance schedule, stain type and/or color, wood type, patio materials, and any other pertinent procedures and/or materials.

- (l) Multiplex - Patio Areas. The cost of maintenance, repair and replacement of any Limited Common Element patio area appurtenant to the Multiplex Units, as described in Article IV, Section 2 (c) above, including any patio constructed therein, shall be borne by the Co-owner of the Unit is appurtenant to such Limited common Element patio area; provided, however, that the Association shall be responsible for mowing any unenclosed and unobstructed patio area which consists mainly of lawn. Patio maintenance procedures and/or materials may be specified by regulations promulgated by the Board of Directors of the Association, pursuant to the provisions of Article VI, Section 11 of the Bylaws (Exhibit "A" to the Master Deed).
- (m) Balconies. The maintenance, repair and replacement of the Limited Common Element balconies attached to the multiplex Units (as described in Exhibit "B" hereto) shall be borne by the Association and the costs thereof equally assessed to all of the Co-owners of the multiplex Units which have balconies in accordance with Article II, Section 3 of the Bylaws (Exhibit "A" to the Master Deed).
- (n) Fire Suppression System. The costs of maintenance, repair and replacement of the fire suppression system described in Section 1 (l) of the Master Deed, as amended, shall be borne by the Association. Certain Co-owners' Units contain the fire suppression system controls for the entire building in which the Unit and other Unit(s) are located. The Co-owner of a Unit in which the fire suppression system controls are located shall at all times provide emergency access to the fire department and/or the Association, without prior notice, into the Unit space housing the fire suppression system controls which is located appurtenant to the garage. Said Co-owners shall also grant the fire department and the Association access into the Unit space housing the controls, upon reasonable notice to inspect the fire suppression system controls and to perform any responsibilities of maintenance, repair and replacement thereon. Such access may be gained through the use of a garage access box or pad which shall be attached to the Unit exterior outside the garage space and which shall be connected to the electric garage door opener, or such access may be gained through such other available means under the direction of the authorized person seeking access. The Association shall bear the costs of maintenance, repair and replacement of the garage access box or pad, except in the event that damage to the garage access box or pad is caused by the negligent use or misuse by the Co-owner, his or her family, guests, tenants, agents or invitees, in which event the costs of repair and/or

replacement thereof shall be the responsibility of the Co-owner. The Co-owner is responsible to immediately report any malfunction or need for repair of the garage access box or pad to the Association. Said Co-owners are responsible for the maintenance, repair and replacement of the electric garage door openers to which the garage access boxes or pads are attached and shall at all times maintain their electric garage door opener in good working order. Any maintenance, repair and replacement which is the responsibility of the Co-owner may be undertaken by the Association, in the sole discretion of the Board of Directors, and the costs thereof assessed to the responsible Co-owner pursuant to Article II of the Bylaws (Exhibit "A" to the Master Deed).

Section 4. Use of Units and Common Elements. No Co-owner shall use his 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 Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of Cherry Grove as surveyed by Michael L. Priest & Associates, Inc., and which Plan is attached hereto as Exhibit "B". Each Unit shall include: (1) with respect to Units which contain a basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, (2) with respect to any Units not containing a basement, all that space contained within the finished surface of the concrete slab and the interior finished unpainted walls and ceilings of the first floor; (3) with respect to the upper floors of each Unit, if any, all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor (including finished unpainted walls and ceilings and finished floor of the garages), and (4) with respect to the attic areas, if any, all that space contained within the wood trusses all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. Notwithstanding anything hereinabove to the contrary, although within the boundaries of a Unit for purposes of computation of square footage in the Condominium Subdivision Plan, the Co-owner of a Unit shall not own or tamper with any structural components contributing to the support of the building in which such Unit is located, including but not limited to support columns, nor any pipes, wires, conduits, ducts, flues, shafts or public utility lines situated within such Unit which service or comprise the Common Elements or a Unit or Units in addition to the Unit where located. Easements for the existence, maintenance and repair of all such structural components shall exist for the benefit of the Association.

Section 2. Percentages of Value. This Condominium consists of one hundred and seventy-nine (179) Units. The percentage of value assigned to each Unit shall be equal. The determination

that percentages of value shall be equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements, 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. The total value of the Project is one hundred percent (100%). Each Unit number as it appears on the Condominium Subdivision Plan.

Section 3. Relocation of Boundaries of Adjoining Units by Co-owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units and upon approval of the affected mortgagees of these Units. Upon written application of the Co-owners of the adjoining Condominium Units, and upon the approval of said affected mortgagees, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Master Deed shall identify the Condominium Units involved and shall state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof and such amendment shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. The amendment shall be delivered to the Co-owners of the Condominium Units involved upon payment by them of all reasonable costs for the preparation and recording thereof which may be assessed to and collected from the responsible Co-owner(s) in the manner provided in Article II of the Bylaws attached as Exhibit "A" to the Master Deed.

ARTICLE VI

EASEMENTS AND RESTRICTIONS

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 movement 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. Reservation of Right to Dedicate Public Right-of Way Over Roadways or to Transfer Title. The Association shall have the right to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Cherry Grove shown as General Common Elements in the Condominium Subdivision Plan or to transfer title of the roadways to the local public authority. Any such right-of-way dedication or transfer of title may be made by the Association without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication or transfer of title. This right of dedication and transfer of title in no way whatsoever obligates the Developer to construct or install the roads in a manner suitable for acceptance of such dedication by the appropriate municipal authority.

Section 3. Reservation of Right to Grant Easements for Utilities. The Association shall have the right to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Wayne County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 4. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), 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.

Section 5. Association and Developer Easements for Maintenance, Repair and Replacement. The Developer, 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. These easements include, without any implication of limitation, the right of the Association to obtain access

during reasonable hours and upon reasonable notice to sprinkler controls, valves and meters and other Common Elements located within any Unit or its appurtenant Limited Common Elements. Neither the Developer nor the Association shall 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 (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer 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 installment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of annual 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 annual assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article II of the Bylaws (Exhibit "A" to the Master Deed) and the Act.

Section 6. Telecommunications Agreements and Security. 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, utility 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 and agreement for the provision of security services as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein and security services to the extent the Board deems it necessary. 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 any 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 within the meaning of the Act and shall be paid over to and shall be the property of the Developer during the Construction and Sales Period and, thereafter, the Association.

Section 7. Huston County Drain. This Condominium Project is contained within the Huston County Drainage District and is subject to such easement rights attributable thereto, including, without limitation, a right of access for inspection, maintenance, repair and replacement of the Huston County Drain, as may be required from time to time, by agents and representatives of the Huston County Drainage District.

Section 8. Off-Site Detention Basin. Pursuant to a Quit Claim Deed, as recorded in Liber 47550, Pages 321-322, Wayne County Records, the Association was conveyed, granted and

transferred a parcel of land ("Parcel") to be used as a detention pond and storm water drainage facility, in accordance with the obligations and rights as set forth in said Quit Claim Deed.

ARTICLE VII

AMENDMENT

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

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner or mortgagee of any Unit to which the same are appurtenant.

Section 2. Mortgage Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of all mortgagees of record, allowing one (1) vote for each mortgage held.

Section 3. Change in Percentage of Value. The value of the vote of any Co-owner and 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 7(c) of the Bylaws.

Section 4. Termination, Vacation, Revocation and Abandonment. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of the Developer (during the Construction and Sales Period) together with eighty percent (80%) of the non-Developer Co-owners, and as otherwise allowed by law.

Section 5. Canton Township Approval. No provisions of this Superseding Consolidating Master Deed which specifically apply to or grant rights to the Township of Canton may be released, changed, modified, or amended without the express written consent of the Township of Canton, or its successor in interest. Any amendment must be recorded with the Wayne County Register of Deeds before the Amendment becomes effective.

ARTICLE VIII

ASSIGNMENT AND COMPLIANCE

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Wayne County Register of Deeds. In the event that any provision of this Superseding Consolidating Master Deed conflicts with any provision of the Bylaws, attached to the Master Deed as Exhibit "A", and the Condominium Subdivision Plan attached hereto as Exhibit "B", the provisions of the Superseding Consolidating Master Deed shall govern.

**JACOBSON-CHERRY GROVE LAND
DEVELOPMENT, LLC**

A Michigan limited liability company

By:

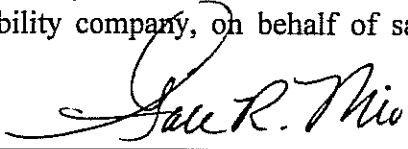


Scott R. Jacobson, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 24 day of August, 2009, the foregoing Superseding Consolidating Master Deed was acknowledged before me by Scott R. Jacobson, Member of Jacobson-Cherry Grove Land Development, LLC, a Michigan limited liability company, on behalf of said limited liability company.

GALE R. MIO
Notary Public, State of Michigan
County of Oakland
My Commission Expires Aug. 05, 2014
Acting in the County of WAYNE



, Notary Public
OAKLAND County, Michigan
Acting in: WAYNE County, Michigan
My Commission Expires:

Superseding Consolidating Master Deed Drafted by:
When Recorded Return to:
ROBERT M. MEISNER, ESQ.
MEISNER & ASSOCIATES, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506
(248) 644-4433

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