

18 DEC-18 PM 3:02

Bernard J. Youngblood
Wayne County Register of Deeds
2018351017 L: 54778 P: 405
12/18/2018 03:02 PM MDA Total Pages: 7



EXAMINED AND APPROVED
DATE DEC 13 2018
BY SK N/C
AMY L. MILLER-VANDAWAKER
PLAT ENGINEER

**TWELFTH AMENDMENT TO THE MASTER DEED OF
CHERRY HILL VILLAGE**

This Twelfth Amendment to the Master Deed of Cherry Hill Village is made and executed this 27th day of June, 2018, by Cherry Hill Village Homeowners Association, a Michigan nonprofit corporation (the "Association"), in pursuance of the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

RECITALS:

A. The Association, the nonprofit corporation organized for the administration and management of Cherry Hill Village (the "Condominium"), a condominium project established pursuant to the Master Deed recorded in Liber 33020, Page 1 et seq., as amended by the First Amendment recorded in Liber 33044, Page 1303 et seq., the Second Amendment recorded in Liber 35353, Page 444 et seq., the Third Amendment recorded in Liber 36234, Page 17 et seq., the Fourth Amendment recorded in Liber 39390, Page 732 et seq., the Fifth Amendment recorded in Liber 41997, Page 310 et seq., the Sixth Amendment recorded in Liber 44337, Page 62 et seq., the Seventh Amendment recorded in Liber 48695, Page 895 et seq., the Eighth Amendment recorded in Liber 49517, Page 272 et seq., the Ninth Amendment recorded in Liber 50455, Page 947 et seq., the Tenth Amendment recorded in Liber 51039, Page 949 et seq., and the Eleventh Amendment recorded in Liber 51710, Page 313 et seq., Wayne County Records (the "Master Deed"), and known as Wayne County Condominium Subdivision Plan No. 590, desires to amend the Master Deed, pursuant to the authority granted by Sections 90 and 90a of the Condominium Act (MCL §§559.190 and 559.190a), for the purposes of reassigning responsibility for the maintenance, repair, and replacement of the strip of land, and certain improvements within the strip of land, from a Unit boundary to the edge of the Condominium roadways and removing restrictions on the Association's rights relative to judicial actions and claims.

B. The Master Deed shall be amended upon recording with Wayne County Register of Deeds, as required by Section 73 of the Condominium Act (MCL §559.173).

NOW THEREFORE, the following changes are hereby made to the Master Deed:

1. The last sentence of Article III, Section (d) of the Master Deed shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted and replaced with the following new last sentence:

~~WAYNE COUNTY REGISTER~~
RB N/C 12-18-18

Except as otherwise set forth in this Master Deed, the Co-owners of Units in the Attached Unit Condominium shall also be members of the Association and shall share, on a pro-rata, per Dwelling unit basis, in the costs of maintaining, repairing, operating, insuring and replacing the Common Areas and Facilities, as further provided in Article VII, subparagraph (a)(2) of this Master Deed.

2. Article IV, Section (c)(1) of the Master Deed shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted and replaced with the following new Section (c)(1):

(1) Except as otherwise provided, the Association shall maintain, repair and replace all Common Elements, including but not limited to, the Storm Drainage Facilities, and any landscaped areas in the roads, including, but not limited to, cul-de-sac islands and medians, and the costs shall be an expense of administration, subject to any provision of the Condominium Documents expressly to the contrary. The Association will not be responsible for maintaining, repairing or replacing the driveway aprons, sidewalks, irrigation, lawns or trees located within the General Common Element road rights-of-way located adjacent to the Units (i.e. the strip of land between the boundary of a Unit and the curb of the roadway); provided, however, that the Association shall be responsible for maintaining, repairing and replacing all drives, sidewalks, irrigation systems, lawns and trees located within the General Common Element road rights-of-way that are adjacent to the general common elements located within the Attached Unit Condominium, with the cost of such maintenance, repair and replacement being assessed only to the Attached Unit Condominium unit owners equally. Notwithstanding anything herein to the contrary, the Township may maintain, repair and replace the municipal water system up to the point of lateral connections at the edge of the vehicular access road for Dwelling service. Developer has reserved the right and power on behalf of itself and the Association, to establish a special assessment district to pay for the costs of constructing, maintaining and replacing the Storm Drainage Facilities in Article VII of this Master Deed.

3. Article IV, Section (c)(2) of the Master Deed shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted and replaced with the following new Section (c)(2):

(2) Dwellings and Accessory Dwellings will be constructed within the Units depicted on the Plan. Except as otherwise provided, the responsibility for, and the cost of maintenance, decoration, repair and replacement of Dwellings, Accessory Dwellings, all other improvements within each Unit, along with Unit driveway aprons and sidewalks (including snow and ice removal), irrigation systems, lawns or trees located within the General Common Element road right-of-way located adjacent to the Unit (i.e. the strip of land between the boundary of a Unit and the curb of the roadway), shall be borne by the Co-owner of the Unit. However, the structure, exterior color or appearance of any Dwelling, Accessory

Dwelling, and any other improvements within a Unit or appurtenant to a Unit for which the Co-owner is responsible shall not be changed without the prior written approval of the Design Review Committee. The Dwellings, Accessory Dwellings and other improvements within each Unit and appurtenant to each Unit for which the Co-owner is responsible shall conform in all respects to the Planned Development Agreement and the use restrictions provided in this Master Deed, the Bylaws, the rules and regulations, if any, of the Association, and applicable ordinances of the Township.

4. Article IV, Section (c)(3) of the Master Deed shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted and replaced with the following new Section (c)(3):

(3) The Association shall not be responsible for performing any maintenance, repair or replacement with respect to Dwellings, Accessory Dwellings, other Structures located within Units, or the driveway aprons, sidewalks, irrigation, lawns or trees located within the General Common Element road rights-of-way located adjacent to the Units (i.e. the strip of land between the boundary of a Unit and the curb of the roadway). Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors and after the affirmative vote of more than two-thirds (2/3) in number and value of the Co-owners, may undertake regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to Dwellings, Accessory Dwellings, other Structures located within Units, or the driveway aprons, sidewalks, irrigation, lawns or trees located within the strip of land between the boundary of a Unit and the curb of the roadway as it may deem appropriate (including, without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be specially assessed against the Co-owner and collected in accordance with the assessment procedures established under Article II of the Bylaws.

5. Article VII, Section (a)(2) of the Master Deed shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted in its entirety and replaced with the following new Section (a)(2):

(2) The Common Areas and Facilities are subject to a Declaration of Easements and Agreement for Maintenance (the "Declaration") recorded with the Wayne County Register of Deeds. The Declaration establishes, for the benefit of the co-owners of the Attached Unit Condominium non-exclusive easements for the use of the Common Areas and Facilities for their intended purposes including, without limitation, easements for ingress and egress over the roads and walks in the Condominium. Except as otherwise provided, all expenses incurred by the Association for the maintenance, repair, operation, insurance and replacement of the Common Areas and Facilities shall be assessed equally to all residential

dwelling having use rights in the Common Areas and Facilities, including all residential dwellings established within the Attached Unit Condominium and this Condominium. Notwithstanding the foregoing or anything to the contrary, the expenses for the maintenance, repair, insurance and replacement of any driveway aprons, sidewalks, irrigation, lawns or trees located within the General Common Element road rights-of-way that are adjacent to the Attached Unit Condominium general common elements shall be assessed equally only to the co-owners of units in Cherry Hill Village II. Each Co-owner's use of the Community Areas and Facilities is subject to the reasonable rules and regulations of the Association. Developer reserved, the right and power in the Declaration, to modify the legal description of the land benefited by the Declaration to include all or a part of the Additional Land and any land withdrawn from this Condominium.

6. Article III of the Bylaws shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted in its entirety.

7. In all other respects, the Master Deed, including the Condominium Bylaws and the Condominium Subdivision Plan, as previously recorded, are hereby ratified and confirmed.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Instrument to be executed the day and year first above written.

Cherry Hill Village Homeowners Association, a Michigan Nonprofit Corporation

By: Barbara E. Babut
Name: BARBARA E. BABUT
Title: President

STATE OF MICHIGAN)

) SS:

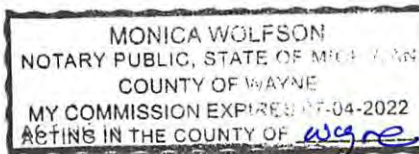
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 27 day of June, 2018 by Barbara Babut, the President of Cherry Hill Village Homeowners Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

Monica Wolfson
_____, Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My Commission Expires:

7/4/2022

Document drafted by and when recorded return to:
Evan M. Alexander, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334



CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)
BARBARA BABUT

I, ~~Barb Babut~~, being first duly sworn, depose and state as follows:

1. That I am the Board President of Cherry Hill Village Homeowners Association, the corporation named in and which executed the Twelfth Amendment to the Master Deed of Cherry Hill Village I.
2. That the Twelfth Amendment to the Master Deed of Cherry Hill Village I was submitted to all Co-owners of Units in Cherry Hill Village I for the purpose of voting on such document, and that the Co-owners approved the document by a vote of more than two-thirds of all Co-owners entitled to vote.
3. That the records of the Co-owner consents are maintained at the offices of Cherry Hill Village Homeowners Association at 41486 Wilcox Road, Plymouth, MI 48170-3104.

Barbara Babut
Barb Babut
BARBARA

Acknowledged, subscribed and sworn to before me this 19 day of FEBRUARY, 2018.

Monica Wolfson
Notary Public
Wayne County, Michigan
Acting in Wayne County
My Commission Expires: May 23, 2020

MONICA WOLFSON
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF WAYNE
MY COMMISSION EXPIRES 07-04-2022
ACTING IN THE COUNTY OF Wayne

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, Stephen M. Guerra, being first duly sworn, depose and state as follows:

1. That I am the attorney for Cherry Hill Village Homeowners Association, the Corporation named in and which executed the attached Twelfth Amendment to the Master Deed of Cherry Hill Village I.
2. That I sent a copy of the Twelfth Amendment to the Master Deed of Cherry Hill Village I and the ballot and notice required under Section 90A of the Michigan Condominium Act to all mortgagees of record of those Units qualified to vote, as listed in the records of the Wayne County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Twelfth Amendment to the Master Deed of Cherry Hill Village I.
3. That two-thirds (2/3rds) of the mortgagees consented to the Twelfth Amendment to the Master Deed of Cherry Hill Village I in accordance with the provisions of Section 90A of the Michigan Condominium Act. The mortgagee consents will be maintained for a period of two years in Cherry Hill Village Homeowners Association records located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.



 Stephen M. Guerra

Acknowledged, subscribed and sworn to before me this 7th day of December, 2018.

Tetyanna Begenskyi

Oakland Notary Public
 County, Michigan
 Acting in *Oakland* County
 My Commission Expires: *10/19/2020*