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Bernard J. Youngblood
Wayne County Register of Deeds
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EXAMINED AND APPROVED
DATE DEC 13 2018
BY SK N/C
AMY L. MILLER-VANDAWAKER
PLAT ENGINEER

**SEVENTH AMENDMENT TO THE MASTER DEED OF
CHERRY HILL VILLAGE II**

This Seventh Amendment to the Master Deed of Cherry Hill Village II (“Amendment”) 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 II (the “Condominium”), a condominium project established pursuant to the Master Deed recorded in Liber 33044, Pages 1355 et seq., as amended by the First Amendment recorded in Liber 35377, Pages 24 et seq., the Second Amendment recorded in Liber 37212, Pages 545 et seq., the Third Amendment recorded in Liber 41403, Pages 83 et seq., the Fourth Amendment recorded in Liber 49517, Pages 1424 et seq., the Fifth Amendment recorded in Liber 51627, Pages 540 et seq., and the Sixth Amendment recorded in Liber 51788, Pages 556 et seq., Wayne County Records (as amended, the “Master Deed”), and known as Wayne County Condominium Subdivision Plan No. 591, desires to amend the Master Deed and Condominium Bylaws, Exhibit A to the Master Deed (the “Condominium Bylaws”), 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 repair, replacement and maintenance of the strip of land, including all improvements, between the General Common Element yard areas and the edge of the roadways within Cherry Hill Village 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 made to the Master Deed and the Condominium Bylaws:

1. Article III, Section (d) 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 (d):

(d) “Association” means the Cherry Hill Village Homeowners Association, a Michigan nonprofit corporation. Pursuant to the Cherry Hill

~~WAYNE COUNTY REGISTER OF DEEDS~~
Rb. N/C 12-18-18

Village Master Deed, the Association is responsible, among other things, to administer, operate, manage, and maintain: (i) portions of the Common Areas and Facilities; and (2) the architectural and building specifications of this Condominium. Any action required or permitted to the Association shall be exercisable by its Board of Directors (or, as the case may be, the Design Review Committee), unless specifically reserved to its members by the Cherry Hill Village Master Deed, this Master Deed or the laws of the State of Michigan. All Co-owners shall be members of the Association and, except as otherwise specified in this Master Deed or the Cherry Hill Village Master Deed, 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.

2. Article III, Section (i) 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 (i):

(i) "Common Areas and Facilities" means the General Common Elements established and described in the Cherry Hill Village Master Deed, in which all Co-owners have an easement for use and enjoyment.

3. Article IV, Section (c)(5) 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 (c)(5):

(5) Except for the driveway aprons, sidewalks, irrigation, lawns or trees located within the General Common Element road rights-of-way located adjacent to the units located within the Adjacent Condominium (i.e. the strip of land between the boundary of a unit located within the Adjacent Condominium and the curb of the roadway).

4. Article VII, Section (c) 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 (c):

The Common Areas and Facilities are subject to the permanent, nonexclusive easements for use and agreement for maintenance as set forth in the Declaration of Easements and Agreement for Maintenance (the "Declaration") recorded with the Wayne County Register of Deeds. Under the Declaration, the Developer declared for the benefit of the Condominium and all Unit Co-owners, permanent, non-exclusive easements for ingress and egress over the roads and walks in the Adjacent Condominium and permanent easements for use of the Common Areas and Facilities. These easements run with the Condominium property and each Unit in perpetuity for the benefit of the Condominium and all Unit Co-owners. Except as otherwise provided, the expenses incurred by the Association for the maintenance, repair, insurance and replacement of the Common Areas and Facilities shall be assessed equally to all Units in this

Condominium and the Adjacent 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 Cherry Hill Village general common element road rights-of-way that are adjacent to the Cherry Hill Village II General Common Elements shall be assessed equally only to the Co-owners of Units in this Condominium. Each Co-owner's use of the Community Areas and Facilities is subject to the reasonable rules and regulations of the Association.

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

6. In all other respects, the Master Deed, including the Condominium Bylaws and the Condominium Subdivision Plan, as previously recorded, are 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. Bobut
Name: BARBARA E. BOBUT
Title: President

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 27 day of June, 2017 by Barbara Bobut, the President of Cherry Hill Village Homeowners Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

[Signature]
_____, 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

10385-101

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

MY
ACTING IN

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

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 Seventh Amendment to the Master Deed of Cherry Hill Village II.
2. That the Seventh Amendment to the Master Deed of Cherry Hill Village II was submitted to all Co-owners of Units in Cherry Hill Village II 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.

Barb Babut
Barb Babut

Acknowledged, subscribed and sworn to before me this 15 day of January, 2018.

Monica Wolfson
Monica Wolfson Notary Public
Wayne County, Michigan
Acting in Wayne County
My Commission Expires: 7/4/2022

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 Seventh Amendment to the Master Deed of Cherry Hill Village II.

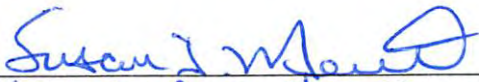
2. That I sent a copy of the Seventh Amendment to the Master Deed of Cherry Hill Village II and the ballot and notice required under Section 90A of the Michigan Condominium Act to all mortgagees of record of those Units qualified to vote, as listed in the records of the Wayne County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Seventh Amendment to the Master Deed of Cherry Hill Village II.

3. That two-thirds (2/3rds) of the mortgagees consented to the Seventh Amendment to the Master Deed of Cherry Hill Village II 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.



Susan J. Mercant Notary Public
Wayne County, Michigan
Acting in Wayne County
My Commission Expires: MAY 23, 2020