

Cherry Hill Village HOA

c/o Herriman & Associates, Inc.
41486 Wilcox Rd.
Plymouth, MI 48170



To: All Members of CHV I
From: Board of Directors
Date: October 9, 2017
Re: **Amendments to the Governing Documents**

Earlier this year it came to the attention of the Cherry Hill Village Homeowners Association Board that the roadway right of way includes the strip of land adjacent to all streets in Cherry Hill Village. Such right of way area is General Common Elements of Cherry Hill Village I only, and includes the strip of grass between the street and the sidewalk, the sidewalk, the street trees and the driveway apron.

This makes the Association responsible for all costs associated with those items. Historically, the Association has viewed such items as the responsibility of the adjacent property owner, with the Association being responsible for only the road maintenance.

The board believes that most residents would prefer to maintain the strip of grass between the street and the sidewalk, the sidewalk, the street trees and the driveway apron themselves, rather than have the Association undertake such responsibility and the related costs, which costs would then be passed on to all owners.

The Board has proposed an Amendment that you are asked to vote upon to allow this to continue.

Q & A:

1. How does this Amendment affect my assessment if it passes?

If the Amendment passes the Association would not need to increase assessments to cover the cost of maintenance (including snow removal), repair and replacement of the sidewalks and driveway aprons, street trees and grass care.

2. How does this Amendment affect my assessment if it does not pass?

If this amendment does not pass, the board will need to implement an assessment increase to cover the increased costs associated with the maintenance (including snow removal), repair and replacement of the sidewalks and driveway aprons, street trees and grass care.

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Additionally you are being asked to vote upon an Amendment to remove from the Governing Documents provisions that are often referred to as "anti-developer lawsuit" provisions. Since these provisions were inserted strictly to protect the developer from lawsuits by the Association, they should be removed so that the Association does have the right to pursue lawsuits against third parties without an extremely in-depth and costly procedure that, except as a deterrent, would be totally unnecessary.

The proposed Amendments will be discussed at the Informational Meeting of the members of the Association to be held on **October 26, 2017, at 7:00 p.m., at Workman Elementary School**, 250 Denton Rd., Canton, MI 48188. Any questions you have concerning the proposed Amendments will be addressed at this meeting. Your ballot (enclosed) may be submitted before, at or after the meeting.)

Enclosures

CHERRY HILL VILLAGE
MASTER DEED AMENDMENT
VOTING PACKAGE

CHERRY HILL VILLAGE HOMEOWNERS ASSOCIATION

ENCLOSED WITH THIS PACKAGE YOU WILL FIND:

1. **These Instructions;**
2. **Notice of Vote;**
3. **Written Vote;**
4. **Registration of Mortgagee Information form;**
5. **Designation of Voting Representative form; and**
6. **Copy of Proposed Amendment to the Master Deed.**

INSTRUCTIONS FOR USE:

- Fully read and become familiar with the proposed Amendment.
- If you have any questions please make sure to attend the Informational Meeting of the Co-owners to be held on October 26, 2017.
- Complete the Registration of Mortgagee Information form (if you have no mortgage simply state "no mortgage" on the line requesting the name of the mortgage company).
- Complete the Designation of Voting Representative form (only do so if you have not previously given such a form to the Association).
- Once you are ready to vote, fully complete all requested information on the Written Vote and mark your vote.
- Submit your Written Vote, Registration of Mortgagee Information form, and Designation of Voting Representative form to register your vote. You may do this the following ways:
 - I. Submit the Written Vote, Registration of Mortgagee Information form, and Designation of Voting Representative form to the Association by bringing the same to the Informational Meeting to be held on October 26, 2017; or
 - II. Submit the Written Vote, Registration of Mortgagee Information form, and Designation of Voting Representative form to the Association by giving it to a member of the Board of Directors on or before January 5, 2018 (Voting Deadline); or
 - III. Submit the Written Vote, Registration of Mortgagee Information form, and Designation of Voting Representative form to the Association by delivering them to the Association, c/o Herriman & Associates, Inc., Attn: Dan Herriman (when e-mailing please utilize drorabacher@herriman.net, when mailing please utilize the following address: 41486 Wilcox Road, Plymouth, MI 48170-3104), to arrive on or before January 5, 2018 (Voting Deadline).

**THANK YOU FOR YOUR PARTICIPATION
CHERRY HILL VILLAGE HOMEOWNERS ASSOCIATION**

CHERRY HILL VILLAGE HOMEOWNERS ASSOCIATION

NOTICE OF VOTE ON PROPOSED AMENDMENT TO THE MASTER DEED FOR THE PURPOSES OF REASSIGNING RESPONSIBILITY FOR THE REPAIR, REPLACEMENT, AND MAINTENANCE OF 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 AND REMOVING RESTRICTIONS ON THE ASSOCIATION'S RIGHTS RELATIVE TO JUDICIAL ACTIONS AND CLAIMS

To: All Members of Cherry Hill Village Homeowners Association

The Board of Directors is submitting to the membership for their vote and approval a proposal to amend the Master Deed 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.

It has come to the Board's attention that 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 is, under the current governing documents, the responsibility of the Association and not of the individual Co-owners. It has been the Association's long-standing interpretation and practice that such areas are the responsibility of the individual owners. If the Association were to undertake the maintenance, repair, and replacement of these items and areas, the expenses to do so would be borne by the Association and passed on to the owners in the form of a substantial increase in monthly assessments. The Board of Directors assumes that most owners would prefer to control such maintenance, repairs and replacements themselves and to avoid an increase in Association assessments.

Article III of the Bylaws and Article IX of the Articles of Incorporation contain what is often referred to as "anti-developer lawsuit" provisions. Since these provisions were inserted strictly to protect the developer from lawsuits by the Association, they should be removed so that the Association does have the right to pursue lawsuits against third parties without an extremely in-depth and costly procedure that, except as a deterrent, would be totally unnecessary.

Two-thirds of all Co-owners eligible to vote, as well as two-thirds of all mortgagees, must approve the proposed Amendment. The proposed Amendment is included with this communication. This Amendment will only be approved if the corresponding Amendment is also approved by the requisite number of Co-owners of Cherry Hill Village II.

The proposed Amendment will be discussed at the Informational Meeting of the members of the Association to be held on October 26, 2017, at 7:00 p.m., at Workman Elementary School, 250 Denton Rd., Canton, MI 48188. Any questions you may have concerning the proposed Amendment will be addressed at this meeting.

In order to make voting easier and to facilitate Co-owner responses, you can simply mail your Written Vote to the Association or give it to a Board member by the stated voting deadline, which is the close of business on January 5, 2018 (Voting Deadline).

After consideration of the proposed Amendment, please complete the attached Written Vote to register your vote and return it to the Association by (1) submitting it at the Informational Meeting being held on October 26, 2017, (2) handing it to any Board member on or before January 5, 2018 (Voting Deadline), or (3) delivering it to the Association c/o Herriman & Associates, Inc., Attn: Dan Herriman (when e-mailing please utilize drorabacher@herriman.net, when mailing please utilize the following address: 41486 Wilcox Road, Plymouth, MI 48170-3104), to arrive on or before January 5, 2018 (Voting Deadline).

Provided the Amendment is approved by the requisite number of Co-owners and mortgagees, each Co-owner will be furnished a copy after the Amendment is recorded. Again, this Amendment will not be approved if the corresponding Amendment is not also approved by the requisite number of Co-owners of Cherry Hill Village II.

YOUR VOTE ON THESE PROPOSED CHANGES IS NEEDED

OFFICIAL BALLOT

To Approve Proposed Changes to the Association's Governing Documents

(To Be Completed By Designated Voting Representative)

IT IS HEREBY PROPOSED that the below-referenced Amendment be approved. Such proposed action, in order to be implemented, must first be approved by 66.667% (2/3) of all Cherry Hill Village Co-owners eligible to vote.

1. Attached Twelfth Amendment 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.
2. Certificate of Amendment to the Articles of Incorporation to remove Article IX which includes restrictions on the Association's rights relative to judicial actions and claims.

The Board of Directors recommends your affirmative vote.



Check One:

YES, I hereby **vote in favor** of the proposed Twelfth Amendment, as described above.

NO, I hereby **vote against** the proposed Twelfth Amendment, as described above.

I voted "no" because:

--

(DO NOT CUT—Tellers of Election will separate Ballot.)

CHERRY HILL VILLAGE HOMEOWNERS ASSOCIATION

Ballot to Approve Proposed Changes to the Association's Governing Documents
(To Be Completed By Designated Voting Representative)

Print Name of Designated Voting Representative	
Address	Unit #
Signature of Designated Voting Representative	

Please place this entire ballot in the enclosed envelope.

**YOU MAY SUBMIT IT AT THE INFORMATIONAL MEETING, HAND IT TO ANY BOARD MEMBER,
SCAN AND EMAIL IT TO drorabacher@herriman.net**

or fax it to 734-459-0690,

OR YOU MAY MAIL IT TO:

Cherry Hill Village Homeowners Association
c/o Herriman & Associates, Inc.
41486 Wilcox Rd.
Plymouth, MI 48170-3104

Please submit your ballot as soon as possible, but not later than January 5, 2018.

CHERRY HILL VILLAGE HOMEOWNERS ASSOCIATION

REGISTRATION OF MORTGAGEE INFORMATION

In accordance with Article VII of the Condominium Bylaws, each Co-owner is responsible for providing the Association with current information on the name and address of each person or entity holding a mortgage on a Unit in Cherry Hill Village. The Association has the responsibility of keeping this information on file so that it may notify mortgagees in certain instances as required by the Condominium Act. The Association is updating this information at this time. **Your voluntary compliance in completing and returning this form will save the Association the expense of obtaining this information from the Register of Deeds – there will be a charge of \$50 per Unit posted to the account of any Co-owner who does not return this information on or before January 5, 2018 (Voting Deadline).**

NAME OF MORTGAGE COMPANY OR INDIVIDUAL HOLDING MORTGAGE

ADDRESS TO WHICH PAYMENTS ARE SENT

HOMEOWNER NAME(S)

UNIT NUMBER

STREET ADDRESS

LOAN NUMBER

Please complete this form and return it to the Association by (1) submitting it at the Informational Meeting being held on October 26, 2017, (2) handing it to any Board member on or before January 5, 2018 (Voting Deadline), or (3) delivering it to the Association c/o Herriman & Associates, Inc., Attn: Dan Herriman (when e-mailing please utilize drorabacher@herriman.net, when mailing please utilize the following address: 41486 Wilcox Road, Plymouth, MI 48170-3104), to arrive on or before January 5, 2018 (Voting Deadline).

Cherry Hill Village I Homeowners Association DESIGNATED VOTING REPRESENTATIVE

Each condominium unit has ONE VOTE.

You must SELECT ONE (1) CO-OWNER TO VOTE, receive communications, sign proxies and/or receive ballots at meetings of the Association.

ALL CO-OWNERS of your unit MUST SIGN this form.

CHECK ONE BOX

Print Name of Co-owner 1		<input type="checkbox"/>
Address	Unit #	
Sign Here	Date Signed	
Print Name of Co-owner 2		<input type="checkbox"/>
Address	Unit #	
Sign Here	Date Signed	

We, the co-owners of a condominium unit, understand that we must designate one of us to cast votes on behalf of our unit, according to the Condominium Bylaws, Article VIII, Section 3. We hereby designate the person selected above as the Designated Voting Representative for our condominium unit.

To ascertain the current DVR for your unit, please examine the mailing label on the envelope in which these documents were mailed: 1) If a single name appears, and there are multiple owners, and you have submitted a DVR form in the past, then the addressee is the DVR, 2) If more than one name appears, we have not received a DVR form from you. 3) If only one name appears, and there is a single owner of your unit, the mailing label will not be useful in ascertaining whether or not a DVR form has already been submitted.

If there are more than two (2) co-owners of a unit, the additional co-owners may sign and date the back of this form.

DVR forms may be turned in at the meeting. However, we prefer that you mail, fax or email them in advance of the meeting to the Association. Please allow enough time for delivery by the date of the meeting.

If the co-owners wish to change their designated voter at any other time, a new DVR form can be submitted anytime during the year.

Return to: Cherry Hill Village I Homeowners Association
c/o Herriman & Associates, Inc.
41486 Wilcox Road
Plymouth, MI 48170-3104
734-459-5440 ♦ fax 734-459-0690
Email: info@herriman.net

**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 ____ day of _____, 2017, 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:

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 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 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: _____
Name: _____
Title: President

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

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

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

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