

in a duly recorded amendment to this Consolidated Master Deed. Provided, however, during the Construction and Sales Period, the size, location, design or evaluation of the unit described in Exhibit "B" may be modified in any manner by Developer, in Developer's sole discretion by amendment to this Consolidated Master Deed, effected solely by the Developer without the consent of any other person. Further, the Developer may, in connection with any such amendment readjust percentage of value of all units in a manner which give reasonable recognition to such unit or Limited Common Element modification based upon the method of original determination of percentages of value for the project including but not limited to the square footage of a unit. All 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 irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitation herein set forth, to any proportionate reallocation of percentages of value of units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and other documentation to effectuate the foregoing. Any modification, change, or altering of design and elevation by Developer, or its successor, in Developer's sole discretion, shall be architecturally compatible with and utilize similar materials as existing units in the Project.

#### ARTICLE VI

##### USE OF PREMISES

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

ARTICLE VIIEASEMENTS

A. The property described in Article II, hereinabove, is subject to an easement for private road purposes granted to EARL A. MORRISON and JEAN MORRISON, his wife, pursuant to Warranty Deed recorded April 3, 1970, in Liber 178, Page 517, Antrim County Records, over the northerly 528.57 feet of said property. Further said property for its benefit has an easement for road purposes over certain properties as described in an instrument recorded June 10, 1970 in Liber 317, Page 006, Antrim County Records. Said Easements are more specifically described and set forth in Survey Plan attached hereto and made a part hereof as Exhibit "B" to the Consolidated Master Deed of SANDS OF ELK RAPIDS CONDOMINIUM.

B. EASEMENT FOR MAINTENANCE OF ENCROACHMENT AND UTILITIES. In the event any portion of a Unit of Common Elements encroaches upon another Unit or Common Element due to shifting, settling, or moving 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 or 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.

C. EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT. The Association and all public or private utilities and municipalities shall have easements as may be necessary and as set forth on Exhibit "B" over the condominium Premises, including all units and Common Elements to fulfill any responsibilities of operation, maintenance, repair, decoration, or replacements which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without implication of limi-

tation, the right of the Association and any public or private utility or municipality to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls, valves, water mains, sanitary sewers and other Common Elements located within any unit or the Condominium Premises, or appurtenant Limited Common Elements.

## ARTICLE VIII

### AMENDMENTS

Except as otherwise expressly provided in this Master Deed, the Condominium Project shall not be terminated, vacated, revoked, or abandoned except as provided in the Act, nor may any of the provisions of this Consolidated Master Deed or Exhibit "B" be amended (but Exhibit "A" hereto may be amended as therein provided) except as follows:

1. The Condominium documents may be amended without the consent of Co-Owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a Co-Owner or mortgagees. The Association of Co-Owners, hereby expressly reserves the right to amend the Condominium Documents for such purpose. Amendments showing minor architectural variances and modifications to a unit, correcting survey, or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages shall be examples of amendments which do not materially alter or change the rights of a Co-Owner or mortgagee. Provided further, for a period of two (2) years from the date hereof, Developer may further amend this Consolidating Master Deed and the Subdivision Plans attached as Exhibit "B" with the approval of the Association acting through its duly constituted

Directors (but without the consent of any Co-Owner, mortgagee or other interested party), in order to correct survey errors made in the Condominium documents.

2. This Consolidated Master Deed, the Condominium By-Laws, and the Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the Co-Owners or mortgagees, with the consent of not less than two-thirds(2/3) of the votes of the Co-Owners and mortgagees (unless a greater majority is specified in the Condominium By-Laws). A Mortgagee shall have one (1) vote for each mortgage held.

3. The method or formula used to determine the percentage of value of units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-Owner may rent a unit, may not be modified without the consent of each affected Co-Owner and mortgagee. A Co-Owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-Owner's consent.

4. Provided, however, that in no case, unless (a) all of the first mortgagees, and (b) all owners have given their prior written approval, shall the Association be entitled to:

a. By any act or omission seek to abandon or terminate the Condominium Project;

b. Change the pro-rata interest or obligations of any individual condominium unit for the purpose of either levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro-rata share of ownership of each condominium unit and the common elements; or

c. Partition or subdivide any condominium unit.

5. Co-Owners and mortgagees of record shall be notified in writing of proposed amendments not less than ten (10) days before the amendment is recorded at their address reflected on the condominium records.



6. An amendment to this Master Deed shall not be effective until the Amendment is recorded and a copy of the recorded amendment shall be delivered to each Co-Owner.

7. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-Owners.

# ARTICLE IX

## GENERAL

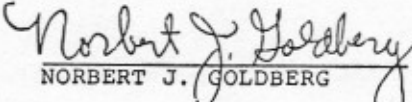
This Consolidated Master Deed is prepared and recorded pursuant to the powers and authority granted to Developer in Article VII of the original Master Deed for the project as recorded in Liber 320 at Pages 1043 through 1104, all inclusive, Antrim County Records, and shall supercede in its entirety said original Master Deed as subsequently amended. The Condominium By-Laws as originally attached as Exhibit "A" to said Master Deed recorded as aforesaid and as subsequently amended are incorporated by reference herein and a copy thereof is attached hereto as Exhibit "A". <sup>(1)</sup> The Antrim County Condominium Subdivision Plan No. 32 originally attached as Exhibit "B" to said Master Deed and as subsequently amended is hereby replaced and superceded in its entirety by Exhibit "B" attached hereto which is incorporated herein by reference.

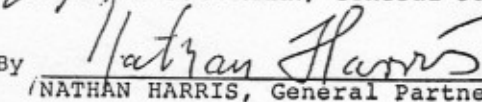
WITNESSES:

SANDS OF ELK RAPIDS LIMITED  
PARTNERSHIP, a Michigan Limited  
Partnership

  
BRUCE LESLIE HERMAN

By   
LEONARD S. HERMAN, General Partner

  
NORBERT J. GOLDBERG

By   
NATHAN HARRIS, General Partner

① EXHIBIT "B" - PGS. 0474-0485 IN BACK POCKET

STATE OF MICHIGAN) ) SS.  
COUNTY OF OAKLAND)

The foregoing Consolidated Master Deed was acknowledged before me this 25 day of January, 1991, by LEONARD S. HERMAN and NATHAN HARRIS, General Partners of SANDS OF ELK RAPIDS LIMITED PARTNERSHIP a Michigan Limited Partnership, acting in behalf of said partnership.

Notary Public  
Oakland County, Michigan

My Commission Expires Notary Public, Oakland Co  
STEVEN M. EPSTEIN  
My Commission Expires April

Instrument drafted by:  
LEONARD S. HERMAN, Attorney, P.C.  
18444 West Ten Mile Road, Suite 204  
Southfield, Michigan 48075