spans control to a true action to any true action to the true action to the true of any true action to the true of any true action to the true act of the true

FIRST AMENDED MASTER DEED OF 5-12 Dognor H Hardy Treasurer See 135 Act 208, 1833 as Amended MOON SHADOWS ON RUSH LAKE CONDOMINIUM AND Does not examined.

REPLAT NO. 1 OF LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 28

Rush Lake Development Group Limited Partnership, a Michigan Limited Partnership, whose address is 1108 Lake Valley Drive, Fenton, Michigan 48430, being the developer of Moon Shadows on Rush Lake Condominium, a Condominium Project established pursuant to the Master Deed thereof recorded at Liber 1453, Pages 177, Livingston County Records, and known as Livingston County Condominium Subdivision Plan No. 28, hereby amends the Master Deed of Moon Shadows on Rush Lake Condominium pursuant to the authority reserved in Articles VII and X thereof for the following purposes:

- 1. Enlarging the Condominium Project from eight units to forty-one (41) units by the addition or the land described in Paragraph 1, below;
- 2. Reallocating the percentages of value set forth in Article V, Section 2(b) of the Master Deed;
- 3. Modifying the subdivision plan of the Master Deed pursuant to the authority reserved in Article VII of the Master Deed;
- 4. Amending the Master Deed to provide for contractibility of the Condominium Project pursuant to the Michigan Condominium Act, 1978 PA 59, as amended ("the Act");
- 5. Amending the Master Deed to provide for convertibility of the Units and Common Elements of the Condominium Project pursuant to the Act;
 - 6. Incorporating immaterial revisions in the Master Deed; and
- 7. Adding sewer and water systems specifications for the land added by this amendment.

Upon the recording of this Amendment in the office of the Livingston County Register of Deeds, the Master Deed, the Bylaws and the Condominium Subdivision Plan shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by East amendment:

Deart of the SE 1/4 of Section 18, and the NW 1/4 of Section T1N-R5E, Hamburg Township, Livingston County, Michigan, Clescribed as: Commencing at the East 1/4 corner of said Section 18; thence S 02°19'10" E along the East line of Section 18, 1325.49 feet; thence S 86°08'04" W, 1265.45 feet to a point of the East Right-of-Way line of Chambers Road also being the Point of Beginning of the parcel to be

15-18-400 007 15-18-400 008 (pt of) 15-19-200 033 (pt of)

Page 1

_

described; thence S 01°55'35" E, 805.07 feet; thence N 88°04'25" £, 59.21 feet to a point on an intermediate traverse line being approximately 10 feet west of the waters edge; thence along said traverse line S 54°04'57" E, 68.54 feet to a point, being approximately 10 feet west of the waters edge; thence along said traverse line S 16°13'21" E, 191.68 feet to a point being approximately 10 feet south of the waters edge; thence along said traverse line S 18°31'31" E, 71.57 feet to a point, being approximately 10 feet southwest of the waters edge; thence along said traverse line S 51°46'24" E, 83.00 feet to a point, being approximately 10 feet south of the waters edge; thence along said traverse line S 79°21'50" E, 53.86 feet to a point, being approximately 10 fect south of the waters edge; thence along said traverse line N 83°26'58" E, 81.84 feet to a point, being approximately 10 feet south of the waters edge; thence along said traverse line N 67°39'26" E. 107.46 feet to a point being approximately 10 feet southeast of waters edge; thence along said traverse line N 42°02'49" E, 58.06 feet to a point, being approximately 10 rest southcast of the waters edge; thence along said traverse line N 30°57'03" E, 155.49 feet to a point being approximately 10 feet southeast of the waters edge; thence along said traverse line N 48°26'42" E, 88.87 feet to a point, being approximately 10 feet southeast of the waters edge; thence along said traverse line N 26°09'08" E, 89.78 feet to a point, being approximately 10 feet southeast of waters edge; thence leaving said traverse line S 33°24'30" E, 232.53 feet; thence S 40°54'37" E, 33.00 feet; thence 104.83 feet along a curve to the right having a central angle of 18°28'49", a radius of 325.00 feet and a long chord bearing N 58°19'47" E, 104.37 feet: thence S 22°25'48" E, 50.00 feet; thence 225.53 feet along a curve to the left having a central angle of 46°59'23", a radius of 275.00 feet and a long chord bearing S 44°04'30" W, 219.27 feet; thence 72.36 teet along a curve to the right having a central angle of 11°40'43", a radius of 355.00 and long chord bearing S 27°00'30" W, 72.23 feet; thence S 61°46'46" E, 32.94 feet; thence 100.79 feet along a curve to the right having a central angle of 28°10'10", a radius of 205.00 feet and a long chord bearing S 47°41'41" E, 99.78 feet; thence S 56°23'24" W, 54.50 feet; thence S 38°59'29" W, 118.83 feet; thence S 35°25'06" E, 210.65 feet; thence N 70°41'23" E, 45.39 feet; thence S 19°18'37" E, 249.91 feet; thence S 10°54'51" W, 179.09 feet; thence S 79°05'09" E, 54.36 feet; thence S 32°00'33" E, 187.65 feet; thence S 42°21'45" E, 83.00 feet; thence 137.99 feet along a curve to the right having a central angle of 26°48'C3", a radius of 295.00 feet and a long chord bearing S 61°02'17" W, 136.74 feet; thence S 15°33'41" E, 33.00 feet; thence S 24°15'19" E 219.31 feet; thence S 85°42′55" W, 1105.64 feet to a point on the centerline of Chambers Road Right-of-Way; thence along said

Unit Number

centerline N 02°17'34" W, 1319.73 feet; thence N 01°55'35" W, 1337.70 feet; thence leaving said centerline N 86°08'04" E, 33.01 feet to the 'oint of Beginning, containing 36.62 acres, more or less. Subject to the rights of the public over Chambers Road.

2. The following provision is added to the Master Deed of Moon Shadows on Rush Lake Condominium as Article IV, Section 2(b) of the Master Deed:

"Section 2(b). LAND. Those portions of the land within the Project that are specifically designated as Limited Common Elements."

3. The fourth paragraph of Article IV, Section 3 of the Master Deed is amended to read as follows:

"The responsibility for and costs of maintenance, repair and replacement of the Limited Common Elements described in Article IV, Section 2(a) hereof shall be borne by the owner(s) with respect to whose units those Limited Common Elements are appurtenant. The responsibility for and costs of maintenance, repair and replacement of the Limited Common Elements described in Article IV, Section 2(b) hereof shall be borne by the Association."

4. First Amended Article V, Section 2(b) of the Master Deed of Moon Shadows on Rush Lake Condominium, as set forth below, shall replace and supersede Article V, Section 2(b) of the Master Deed as originally recorded, and the originally recorded Article V, Section 2(b) shall be of no further force or effect:

"FIRST AMENDED ARTICLE V, SECTION 2(b) OF THE MASTER DEED OF MOON SHADOWS ON RUSH LAKE CONDOMINIUM

ARTICLE V

Percentage of Value Assigned

Section 2(b). The percentage of value assigned to each unit.

1 2	.4392
2	.4392
3 2	.4392
4 2	. 1392
5 _ 2	.4392
6 2	.4392
7 2	(Nau5
8 2	.4392
9 2	.4392
10 2	.4392
11 2	.4392
12 2	.4392

Page 3



13	2.4392
14	2.4392
15	2.4392
16	2.4392
17	2.4392
18	2.4392
19	2.4392
20	2.4392
21	2.4392
22 •	2.4392
23	2.4392
24	2.4392
25	2.4392
26	2.4392
27	2.4392
28	2.4392
29	2.4392
30	2.4392
31	2.4392
32	2.4392
33	2.4392
34	2.4392
35	2.4392
36	2.4392
37	2.4392
38	2.4392
39	2.4392
40	2.4392
41	2.4392
Total	100.00

- 5. Amended Sheets 1,2,3, and 4 of the Condominium Subdivision Plan of Moon Shadows on Rush Lake Condominium, as attached hereto, shall replace and supersede Sheets 1,2,3 and 4 of the Condominium Subdivision Plan of Moon Shadows on Rush Lake Condominium as originally recorded, and the originally recorded Sheets 1,2,3 and 4 shall be of no further force or effect. The legal description on amended Sheet 1 shall replace and supersede the description of the condominium premises contained in Article II of the originally recorded Master Deed.
- 6. Sheets 3A and 4A of the Condominium Subdivision Plan of Moon Shadows on Rush Lake Condominium, as attached hereto, shall be added to and shall supplement the Condominium Subdivision Plan of Moon Shadows on Rush Lake Condominium as originally recorded.
- 7. The following provision, which shall be designated "Article XII Contraction of Condominium", shall be added to the Master Deed of Moon Shadows on Rush Lake Condominium:

"ARTICLE XII

CONTRACTION OF CONDOMINIUM

Section 1. RIGHT TO CONTRACT. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of forty-one (41) Units on the land described in Article II of this Master Deed, as shown on the attached Condominium Subdivision Plan. However, Developer reserves the right to establish a Condominium Project consisting of fewer than forty-one (41) Units and to withdraw from the Condominium Project all or some portion of the following described land:

Part of the SE 1/4 of Section 18, and the NW 1/4 of Section 19, T1N-R5E, Hamburg Township, Livingston County, Michigan, described as: Commencing at the East 1/4 corner of said Section 18; thence 5 02°19'10" E along the East line of Section 18, 1325.49 feet; thence S 86°08'04" W, 1265.45 feet to a point on the East Right-of-Way line of Chambers Road also being the Point of Beginning of the parcel to be described; thence S 01°55'35" E, 805.07 feet; thence N 88°04'25" E, 59.21 feet to a point on an intermediate traverse line being approximately 10 feet west of the waters edge; thence along said traverse line S 54°04'57" E, 68.54 feet to a point, being approximately 10 feet west of the waters edge; thence along said traverse line S 16°13'21" E, 191.68 feet to a point being approximately 10 feet south of the waters edge: thence along said traverse line S 18°31'31" E, 71.57 feet to a point, being approximately 10 feet southwest of the waters edge; thence along said traverse line S 51°46'24" E, 83.00 feet to a point, being approximately 10 feet south of the waters edge; thence along said traverse line S 79°21'50" E, 53.86 feet to a point, being approximately 10 feet south of the waters edge; thence along said traverse line N 83°26'58" E, 81.84 feet to a point, being approximately 10 feet south of the waters edge; thence along said traverse line N 67°39'26" E, 107.46 feet to a point being approximately 10 feet southeast of waters edge; thence along said traverse line N 42°02'49" E, 58.06 feet to a point, being approximately 10 feet southeast of the waters edge; thence along said traverse line N 30°57'03" E, 155.49 feet to a point being approximately 10 feet southeast of the waters edge; thence along said traverse line N 48°28'42" E, 88.87 feet to a point, being approximately 10 feet southeast of the waters edge; thence along said traverse line N 26°09'08" E, 89.78 feet to a point, being approximately 10 feet southeast of waters edge; thence leaving said traverse line S 33°24'30" E, 232.53 feet; Lhance S 40°54'37" E, 33.00 feet; thence 104.83 feet along a curve to the right having a central angle of 18°28'49", a radius of 325.00 feet and a long chord bearing N 58°19'47" E, 104.37 feet; thence S 22°25'48" E, 50.00 feet; thence 225.53 feet along a curve to the left having a

central angle of 46°59'23", a radius of 275.00 feet and a long chord bearing S 44°04'30" W, 219.27 feet; thence 72.36 feet along a curve to the right having a central angle of 11°40'43", a radius of 355.00 and long chord bearing S 27°00'30" W, 72.23 feet; thence S 61°46'46" E, 32.94 feet; themss 100.79 feet along a curve to the right having a central angle of 28°10'10", a radius of 205.00 feet and a long chord bearing S 47°41'41" E, 99.78 feet; thence S 56°23'24" W, 54.50 feet; thence S 38°59'29" W, 118.83 feet; thence S 35°25'06" F, 210.65 feet; thence N 70°41'23" E, 45.39 feet; thence S 19°18'37" E, 249.91 feet; thence S 10°54'51" W, 179.09 feet; thence S 79°05'09" E, 54.36 feet; thence S 32°00'33" E, 187.65 feet; thence S 42°21'45" E, 83.00 feet; thence 137.99 feet along a curve to the right having a central angle of 26°48'03", a radius of 295.00 feet and a long chord bearing S 61°02'17" W, 136.74 feet; thence S 15°33'41" E, 33.00 feet; thence S 24°15'19" E 219.31 feet; thence S 85°42'55" W, 1105.64 feet to a point on the centerline of Chambers Road Right-of-Way; thence along said centerline N 02°17'34" W, 1319.73 feet; thence N 01°55'35" W, 1337.70 feet; thence leaving said conterline N 86°08'04" E, 33.01 feet to the Point of Beginning, containing 36.62 acres, more or less. Subject to the rights of the public over Chambers Road

(hereinafter referred to as "Contractible Area"). Therefore, any of the provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time during the period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than eight (8).

Section 2. WITHDRAWAL OF LAND. In connection with the contraction of the Condominium Project, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as is or are not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project or projects or any other form of development.

Section 3. CONTRACTION NOT MANDATORY. Nothing herein contained shall in any way obligate the Developer to contract or withdraw land from the Condominium Project. There are no restrictions on the election of the Developer to contract or withdraw land from the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to contract or withdraw portions of land from the Project in any particular order nor to construct particular improvements on the Contractible Area in any

specific locations. Portions of the Contractible Area may be withdrawn from the Project at different times, at the Developer's sole discretion. There are no restrictions fixing the boundaries of the portions of the Contractible Area that may be withdrawn from the Project.

Section 4. AMENDMENT OF MASTER DEED AND MODIFICATION OF PERCENTAGES OF VALUE. Such decrease in size of this Condominium Project shall be given effect by an appropriate amendment or amendment to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.

Section 5. REDEFINITION OF COMMON ELEMENTS. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being withdrawn from the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks to the Project to any roadways and sidewalks that may be located on, or planned for the Contractible Area, and to provide access to any Unit or other development that is located on, or planned for the Contractible Area from the roadways and sidewalks located in the Project.

Section 6. CONSOLIDATING MASTER DEED. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 7. CONSENT OF INTERFSTED PERSONS. The consent of no Co-owner shall be required as a condition for contraction or withdrawal of land from the Condominium Project. 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 amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing 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 all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto. No land shall be withdrawn from the Project and the Project shall not be contracted without compliance with all ordinance requirements of the Township of Hamburg and approval of a revised site plan by the Township of Hamburg Planning Commission."

6. The following provision, which shall be designated "Article XIII - Convertible Areas", shall be added to the Master Deed of Moon Shadows on Rush Lake Condominium:

"ARTICLE XIII

CONVERTIBLE AREAS

Section 1. UNITS AND COMMON ELEMFATS

- (a) DESIGNATION OF CONVERTIBLE AREAS. The portion of the General Common Element Park Area located between Units 29 and 30 of the Contominium is hereby designated as Convertible Area within which a Unit, Limited Common Elements and General Common Elements may be created and modified as provided herein.
- (b) DEVELOPER'S RIGHT TO CREATE UNITS AND TO MODIFY UNITS AND COMMON ELEMENTS. The Developer reserves the right, in its sole discretion and without the consent of any Co-owner, during the period ending six (6) years after the recording of this Master Deed, to create additional units and Common Elements, and modify the size, location, design or elevation or Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas designated in Subsection 1(a), above, so long as those modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit that adjoins or is proximate to the modified Unit or Common Element. The maximum number of Units that may be created within the Convertible Areas is One (1) Unit.
- Section 2. TYPE AND COMPATIBILITY OF IMPROVEMENTS. To the extent that the Convertible Areas are not withdrawn from the Project under the provisions of Article XII, only residential Units, roadways, sidewalks, utility facilities and other General and Limited Common Elements of the types described in Article IV may be created within the Convertible Areas. All improvements constructed within the Convertible Areas shall be reasonably compatible with the structures on other portions of the Condominium Project. In exercising its rights under this Article XIII, the Developer may create Limited Common Elements within the Convertible Areas and assign or reassign any General or Limited Common Elements now existing or hereafter created as Limited Common Elements.

Section 3. AMENDMENT OF MASTER DEED. Developer hereby reserves the right to designate each Common Element as either a General Common Element or as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment or amendments to the Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer (or its successors).

Section 4. REDEFINITION OF COMMON ELEMENTS. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being converted and the Common Elements being modified by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 5. CONSOLIDATING MASTER DEED. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master need, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 6. CONSENT OF INTERESTED PERSONS. The consent of no Co-owner shall be required as a condition for conversion under this Article XIII. 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 amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing 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 all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of the Master Deed and the Exhibits thereto. The Convertible Areas shall not be converted pursuant to this Article XII without compliance with all ordinance requirements of the Township of Hamburg and approval of a revised site plan by the Township of Hamburg Planning Commission."

- 7. The following provisions, which shall be designated Article VI Subsections 15(h) to 15(m), respectively shall be added to the Bylaws of Moon Shadows on Rush Lake Condominium:
- "(h) A test well located on Unit 20 of the Condominium Project may be used for the portable water supply for that Unit. However, if the well is not so used or is not intended for that use,

then it must be properly abandoned according to the Ground Water Quality Control Act.

- (i) The specific field areas for Units 9, 15, 22, 30 and 31 have been prepared in accordance with engineer specifications. "As built" drawings depicting the exact locations of these areas are on file with the Department.
- (j) The bottoms of the stone beds for the respective septic field areas of the following Units shall be no deeper than as set forth below:

Unit No.	Elevation (NGV datum) (ft)
9	884.5
12	887.5
15	884.5
17	890.0
27	891.5
28	891.5
29	887.0
30	892.0
31	892.0
35	889.0
36	992.0
40	889.0

- (k) On Unit 15, top soil shall be removed and the septic system shall be laid on engineered prepared sandfill.
- (1) On Units 21, 22, 24, 25 and 26, one hundred percent (100%) of less permeable soils shall be removed down to the level of more permeable soils in the area of the septic system ranging from four (4) feet to eleven and one-half (11.5) feet deep.
- (m) Because approximately three (3) feet of fill has been placed over the area proposed for the active and reserve septic systems for Unit 37 for land and road balancing, one hundred percent (100%) of fill Shall be removed down to the level of natural soils."
- 8. In all respects other than as hereinative indicated, the original Master Deed of Moon Shadows on Rush Lake Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 6th day of May, 1992.

(signatures on rollowing page)

WIZNESSÉS:

Rush Lake Development Group Limited Partnership a Michigan Limited Partnership

James R. Krémidas, General Partner

STATE OF MICHIGAN) COUNTY OF GENESEE)

The foreyoing instrument was acknowledged before me this day of May, 1992, by James R. Kremidas, the General Partner of Rush Lake Development Group Limited Partnership, a Michigan Limited Partnership, on behalf of the limited partnership.

George F. Rizik,

Notary Public

Genesee County, Michigan

My Commission Expires: 03/06/96

DRAFTED BY AND WHEN RECORDED RETURN TO: Rizik & Zintsmaster, P.C. George F. Rizik, II (P30595) Attorneys at Law 5405 Gateway Centre Flint, MI 48507 Telephone: (313) 767-8200 c:mm/condo/rushmdam

MOON SHADOWS ON RUSH LAKE CONDOMINIUM HAMBURG TWP., LIVINGSTON CO. MI.

DEVELOPER

RUSH LAKE DEVELOPMENT GROUP
UNITE PAINGROW
1108 LAKE VALLEY DRIVE
FENTON, MICHIGAN 48430

CIVIL ENGINEERS

PROGRESSIVE ARCHITECTS, ENGINEERS, PLANNERS 10291 E. GRAND RIVER BRIGHTON, MICHIGAN 48116

INDEX OF DRAWINGS

TITLE

COVER

COMPOSITE PLAN

SITE PLAN & FLOOD PLAIN PL

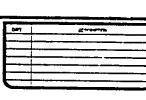
SITE PLAN & FLOOD PLAIN PL

SURVEY & UTILITY PLAN

VALL DRAWINGS ARE NEW OR REVICED AS OF 3-3-92) SURVEY & UTILITY PLAN

brog soch of to a scall bang for the water of the water o

ROPOSED



MOON SHADOWS ON RUSH LAKE CONDOMINIUM **COVER SHEET**

47 Nove Assess No. Progressive⁻ and Sel State

SET State State

[https://doi.org/10.0000/10.0000/10.000/10.0000/10.000/10.000/10.000/10.000 RUBH LAKE DEVELOPMENT GROUP LINTED PART 1108 LAKE VALLEY DR. FENT ON, MI. 48430 (315) 629-2136

