

RECORDED

1997 OCT 29 A 9 12

NANCY HAVILAND
 REGISTER OF DEEDS
 LIVINGSTON COUNTY, MI.
 48843

33/2

**FOURTH AMENDED MASTER DEED OF
 MOON SHADOWS ON RUSH LAKE CONDOMINIUM AND
 REPLAT NO. 4 OF LIVINGSTON COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 28**

Rush Lake Development Group Limited Partnership, a Michigan Limited Partnership, whose address is 6195 Saline-Ann Arbor Rd., Saline, Michigan 48176, being the developer of Moon Shadows on Rush Lake Condominium, a Condominium Project established pursuant to the Master Deed thereof recorded at Liber 1463, Pages 923 to 985, and amendments thereto recorded at Liber 1570, Pages 522 to 538, Livingston County Records, Liber 1944, Pages 97-117, and Liber 2088, Pages 22-40, 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 X and XIII thereof for the purposes of:

A. Modifying the subdivision plan of the Master Deed pursuant to the authority reserved in Articles X and XIII of the Master Deed to redesignate the Limited Common Element boat slips and to modify certain provisions of the master deed and bylaws relative to those boat slips; and

B. Modifying the subdivision plan of the Master Deed pursuant to the authority reserved in Articles X and XIII of the Master Deed to redesignate the Limited Common Element island areas and to modify certain provisions of the master deed and bylaws relative to those island areas.

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:

- i. The island Convertible Areas described in First Amended Article XIII, Section 1(a)(5) of the Master Deed of the Project, and that were converted to Limited Common Elements pursuant to the provisions of the Third Amended Master Deed for the Project, which are designated as Limited Common Elements K*, L*, M*, N*, O* and P* on Replat No. 4 of Livingston County Condominium Subdivision Plan No. 28.

which is attached to and made a part of this amendment, shall be limited Common Elements but shall not yet be designated or assigned as an appurtenance to a specific Unit. These islands shall remain Limited Common Elements owned by the Developer until assignment or conveyance by the Developer, and shall be subject to assignment and conveyance by and at the discretion of the Developer as Limited Common Elements appurtenant to a Unit or Units to be determined by the Developer on or after the date hereof. The foregoing notwithstanding, portions may be assigned and reassigned by the Developer as Limited Common Elements appurtenant to no more than six other Units. Once a portion of the islands is assigned as Limited Common Element to a Unit owned by a non-developer Co-owner, the Developer shall have no further right to reassign it to another Unit as a Limited Common Element. All consideration paid by a Co-owner for assignment of a portion of an island as Limited Common Element appurtenant to his Unit shall belong to and be the sole property of the Developer. Any Unit to which a portion of an island is assigned as a Limited Common Element shall also be assessed an additional amount by the Association for the care and maintenance of Rush Lake, in the same amount as that assessed against Units having water frontage on Rush Lake. The reassignment of Limited Common Elements shall be evidenced by an appropriate amendment to the Master Deed of the Condominium, which shall be recorded in the office of the Livingston County Register of Deeds. The responsibility for the performance of maintenance and cost of maintenance of Limited Common Element islands shall be borne by the Co-owner of the Unit to which the island or portion thereof is appurtenant.

2. The ten Limited Common Element boat slips that were created in the Third Amended Master Deed for the Project, and which are designated as Limited Common Elements A*, B*, C*, D*, E*, F*, G*, H*, I* and J* on Replat No. 4 of Livingston County Condominium Subdivision Plan No. 28, which is attached to and made a part of this amendment, shall be limited Common Elements but shall not yet be designated or assigned as an appurtenance to a specific Unit. These boat slips shall remain Limited Common Elements owned by the Developer until assignment and conveyance by the Developer, and shall be subject to assignment and conveyance by and at the discretion of the Developer as Limited Common Elements appurtenant to a Unit or Units to be determined by the Developer on or after the date hereof. The foregoing notwithstanding, each of the boat slips may be assigned and reassigned by the Developer as Limited Common Elements appurtenant to any Unit. Once a boat slip is assigned as a Limited Common Element to a Unit owned by a non-developer Co-owner, the Developer shall have no further right to reassign it to another Unit as a Limited Common Element. All consideration paid by a Co-owner for assignment of a boat slip as a Limited Common Element appurtenant to his Unit shall belong to and be the sole property of the Developer. Any Unit to which a boat slip is assigned as a Limited Common Element shall also be assessed an additional amount by the Association for the care and maintenance of Rush Lake, in the same amount as that assessed against Units having water frontage on Rush Lake. The reassignment of

Limited Common Elements shall be evidenced by an appropriate amendment to the Master Deed of the Condominium, which shall be recorded in the office of the Livingston County Register of Deeds. The Co-owner of a boat slip shall be subject to all restrictions on the use and maintenance of the boat slip, as set forth in Article VI, Section 16 of the Bylaws of the Condominium. The responsibility for the performance of maintenance, repair and replacement and cost of maintenance, repair and replacement of Limited Common Element boat slips shall be borne by the Co-owner of the Unit to which the boat slip is appurtenant.

- 3. Amended Sheets 1, 2, 3, 3A, 3B, 3C, 4, 4A, 4B and 4C of the Condominium Subdivision Plan of Moon Shadows on Rush Lake Condominium, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 3A, 3B, 3C, 4, 4A, 4B and 4C of the Condominium Subdivision Plan of Moon Shadows on Rush Lake Condominium as originally recorded and previously amended, and the originally recorded and previously amended Sheets 1, 2, 3, 3A, 3B, 3C, 4, 4A, 4B and 4C 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 and previously amended Master Deed.
- 4. In all respects other than as hereinabove indicated, the originally recorded and previously amended 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: October 22, 1997

WITNESSES:

Janice Hughes
Janice Hughes

Lora L. Janowski
Lora L. Janowski

Rush Lake Development Group
Limited Partnership
a Michigan Limited Partnership
by: Calmic Properties Group, Inc., a
Michigan Corporation, its general partner

by: James R. Kremidas
James R. Kremidas,
President

182242 00013

STATE OF MICHIGAN)

COUNTY OF Livingston) :SS

The foregoing instrument was acknowledged before me on October 23, 1997, by James R. Krenidas, the president of Calmic Properties Group, Inc., a Michigan Corporation, General Partner of Rush Lake Development Group Limited Partnership, a Michigan Limited Partnership, on behalf of the limited partnership.

Jamie M. Hughes

Notary Public

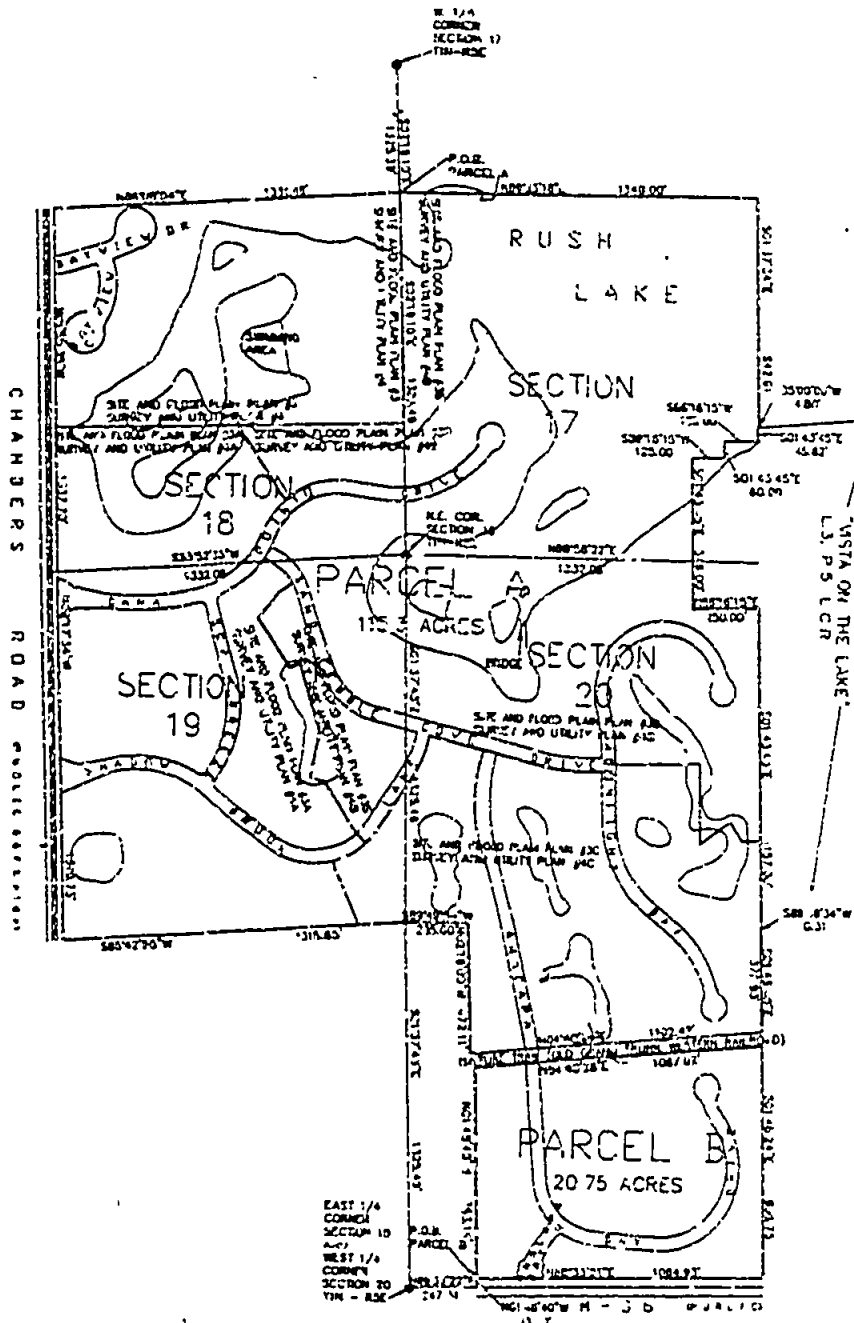
County, Michigan

My Commission Expires: _____

JAMIE M. HUGHES
Notary Public, Livingston Co., MI
My Comm. Expires Jan. 19, 2002

✓ DRAFTED BY AND WHEN RECORDED RETURN TO:

Rizik & Rizik, P.C.
George F. Rizik, II (P30595)
Attorneys at Law
5405 Gateway Centre
Flint, MI 48507
Telephone: (810) 767-8200



2088 P. 33

PROCESSED BY BLDG 1-28-88

PLANNING DIVISION

COMPOSITE PLAN 2

DATE: 1-28-88

BY: [Signature]

FOR: [Signature]

1: [Signature]

2: [Signature]

3: [Signature]

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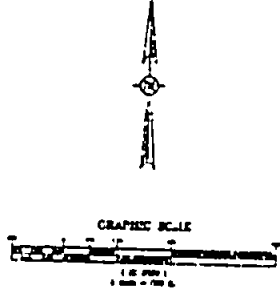
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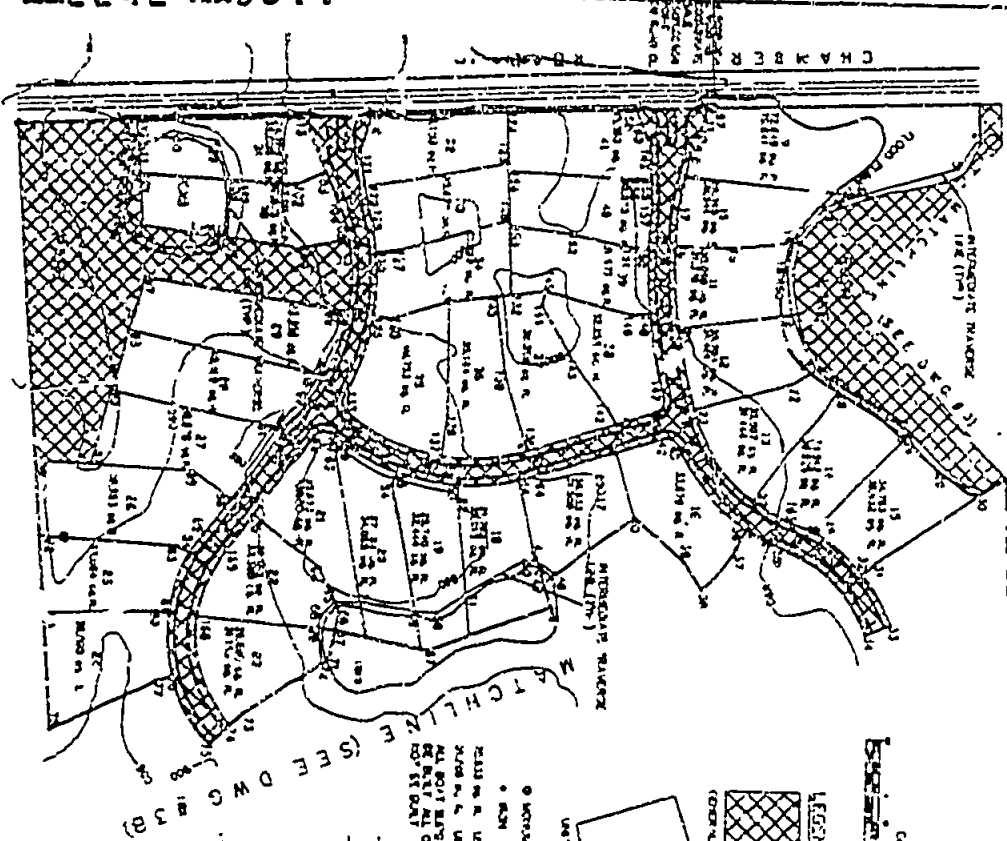
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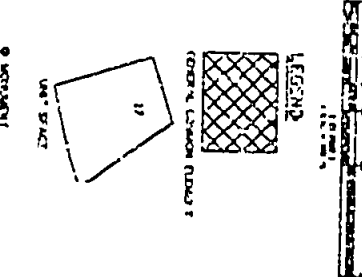


BR2242 RESOU 17



NO.	DESCRIPTION
1	UPPER WALL
2	INTERMEDIATE WALLS
3	DOWNER WALL
4	CHAMBER
5	FITCHLINE

ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE SPECIFIED.



NO.	DESCRIPTION	LENGTH	AREA	VOLUME
1	UPPER WALL	100.00	100.00	100.00
2	INTERMEDIATE WALLS	100.00	100.00	100.00
3	DOWNER WALL	100.00	100.00	100.00
4	CHAMBER	100.00	100.00	100.00
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5	FITCHLINE	100.00	100.00	100.00

AS BUILT 7-2-32

DAVIDSON

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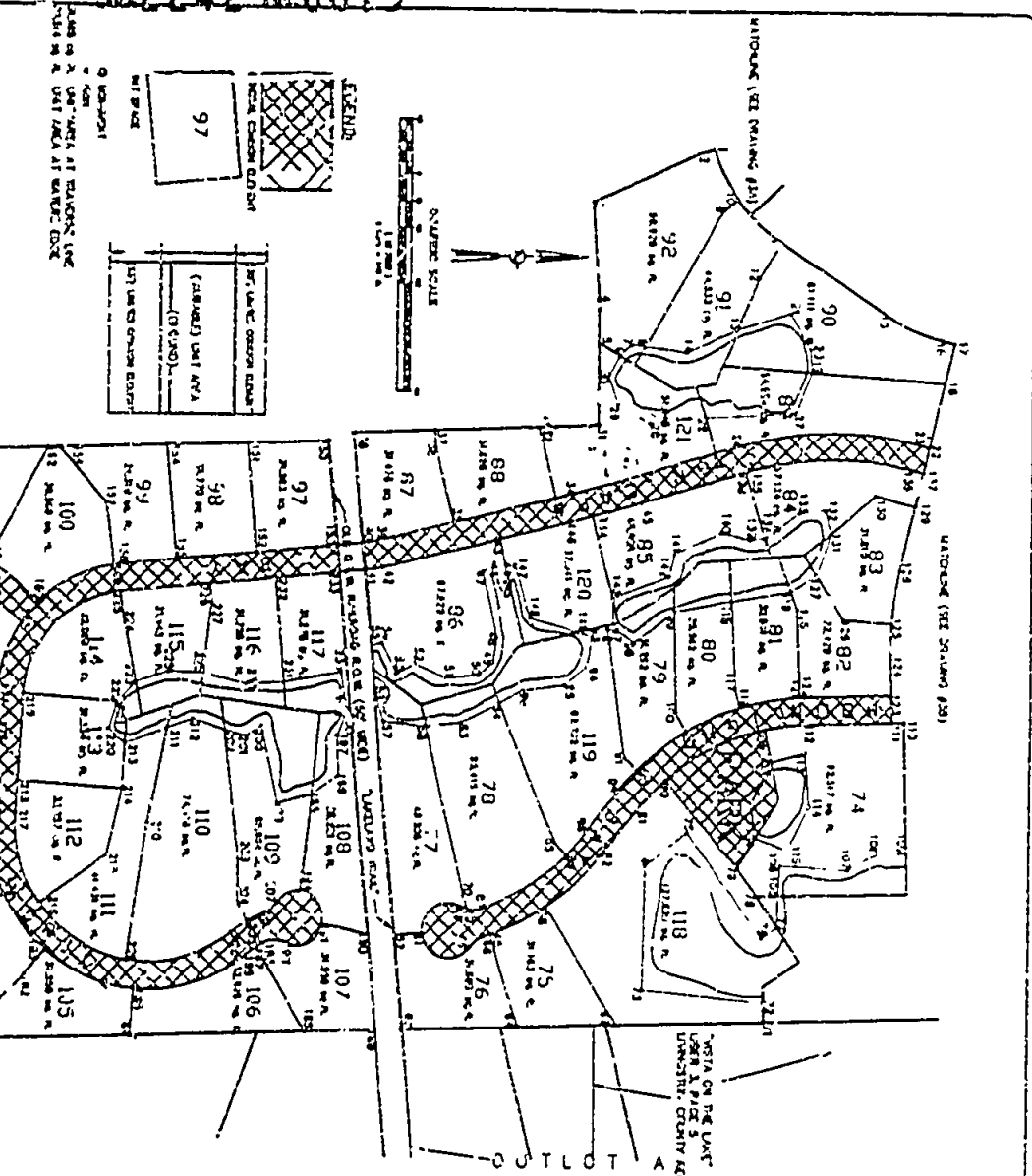
NOTES:
 1. EXISTING LOT FOR EAST SIDE ROW, 1/4
 2. ROW 5 FEET BE BUILT UP OTHER
 3. EXISTING SIDE ROWS NOT BE BUILT
 4. LOTS 99-103 ON THIS BLOCK ARE
 NOT BE BUILT UP TO 100 FEET FROM
 5. ALL ROWS AND ROWS SHALL BE BUILT
 UP TO 100 FEET FROM ROWS

PLAN OF A UNIT AREA AT EAST SIDE ROW
 1/4 SECTION 10 T11N R4E
 1/4 SECTION 10 T11N R4E

PLAN OF A UNIT AREA AT EAST SIDE ROW
 1/4 SECTION 10 T11N R4E
 1/4 SECTION 10 T11N R4E

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 1/4 SECTION 10 T11N R4E
 1/4 SECTION 10 T11N R4E

PLAN OF A UNIT AREA AT EAST SIDE ROW
 1/4 SECTION 10 T11N R4E
 1/4 SECTION 10 T11N R4E



LOT NO.	ACRES	AREA	PERCENTAGE	AREA	PERCENTAGE	AREA	PERCENTAGE
74	1.00	1.00	100.00	1.00	100.00	1.00	100.00
75	1.00	1.00	100.00	1.00	100.00	1.00	100.00
76	1.00	1.00	100.00	1.00	100.00	1.00	100.00
77	1.00	1.00	100.00	1.00	100.00	1.00	100.00
78	1.00	1.00	100.00	1.00	100.00	1.00	100.00
79	1.00	1.00	100.00	1.00	100.00	1.00	100.00
80	1.00	1.00	100.00	1.00	100.00	1.00	100.00
81	1.00	1.00	100.00	1.00	100.00	1.00	100.00
82	1.00	1.00	100.00	1.00	100.00	1.00	100.00
83	1.00	1.00	100.00	1.00	100.00	1.00	100.00
84	1.00	1.00	100.00	1.00	100.00	1.00	100.00
85	1.00	1.00	100.00	1.00	100.00	1.00	100.00
86	1.00	1.00	100.00	1.00	100.00	1.00	100.00
87	1.00	1.00	100.00	1.00	100.00	1.00	100.00
88	1.00	1.00	100.00	1.00	100.00	1.00	100.00
89	1.00	1.00	100.00	1.00	100.00	1.00	100.00
90	1.00	1.00	100.00	1.00	100.00	1.00	100.00
91	1.00	1.00	100.00	1.00	100.00	1.00	100.00
92	1.00	1.00	100.00	1.00	100.00	1.00	100.00
93	1.00	1.00	100.00	1.00	100.00	1.00	100.00
94	1.00	1.00	100.00	1.00	100.00	1.00	100.00
95	1.00	1.00	100.00	1.00	100.00	1.00	100.00
96	1.00	1.00	100.00	1.00	100.00	1.00	100.00
97	1.00	1.00	100.00	1.00	100.00	1.00	100.00
98	1.00	1.00	100.00	1.00	100.00	1.00	100.00
99	1.00	1.00	100.00	1.00	100.00	1.00	100.00
100	1.00	1.00	100.00	1.00	100.00	1.00	100.00
101	1.00	1.00	100.00	1.00	100.00	1.00	100.00
102	1.00	1.00	100.00	1.00	100.00	1.00	100.00
103	1.00	1.00	100.00	1.00	100.00	1.00	100.00
104	1.00	1.00	100.00	1.00	100.00	1.00	100.00
105	1.00	1.00	100.00	1.00	100.00	1.00	100.00
106	1.00	1.00	100.00	1.00	100.00	1.00	100.00
107	1.00	1.00	100.00	1.00	100.00	1.00	100.00
108	1.00	1.00	100.00	1.00	100.00	1.00	100.00
109	1.00	1.00	100.00	1.00	100.00	1.00	100.00
110	1.00	1.00	100.00	1.00	100.00	1.00	100.00
111	1.00	1.00	100.00	1.00	100.00	1.00	100.00
112	1.00	1.00	100.00	1.00	100.00	1.00	100.00
113	1.00	1.00	100.00	1.00	100.00	1.00	100.00
114	1.00	1.00	100.00	1.00	100.00	1.00	100.00
115	1.00	1.00	100.00	1.00	100.00	1.00	100.00
116	1.00	1.00	100.00	1.00	100.00	1.00	100.00
117	1.00	1.00	100.00	1.00	100.00	1.00	100.00
118	1.00	1.00	100.00	1.00	100.00	1.00	100.00
119	1.00	1.00	100.00	1.00	100.00	1.00	100.00
120	1.00	1.00	100.00	1.00	100.00	1.00	100.00
121	1.00	1.00	100.00	1.00	100.00	1.00	100.00
122	1.00	1.00	100.00	1.00	100.00	1.00	100.00
123	1.00	1.00	100.00	1.00	100.00	1.00	100.00
124	1.00	1.00	100.00	1.00	100.00	1.00	100.00
125	1.00	1.00	100.00	1.00	100.00	1.00	100.00

PREPARED UNDER THE ACT OF 1917, 6-28-1917

ENGINEER'S CERTIFICATE

DATE OF SURVEY: 1917

SCALE: 1" = 100'

3C

DEPARTMENT OF THE INTERIOR

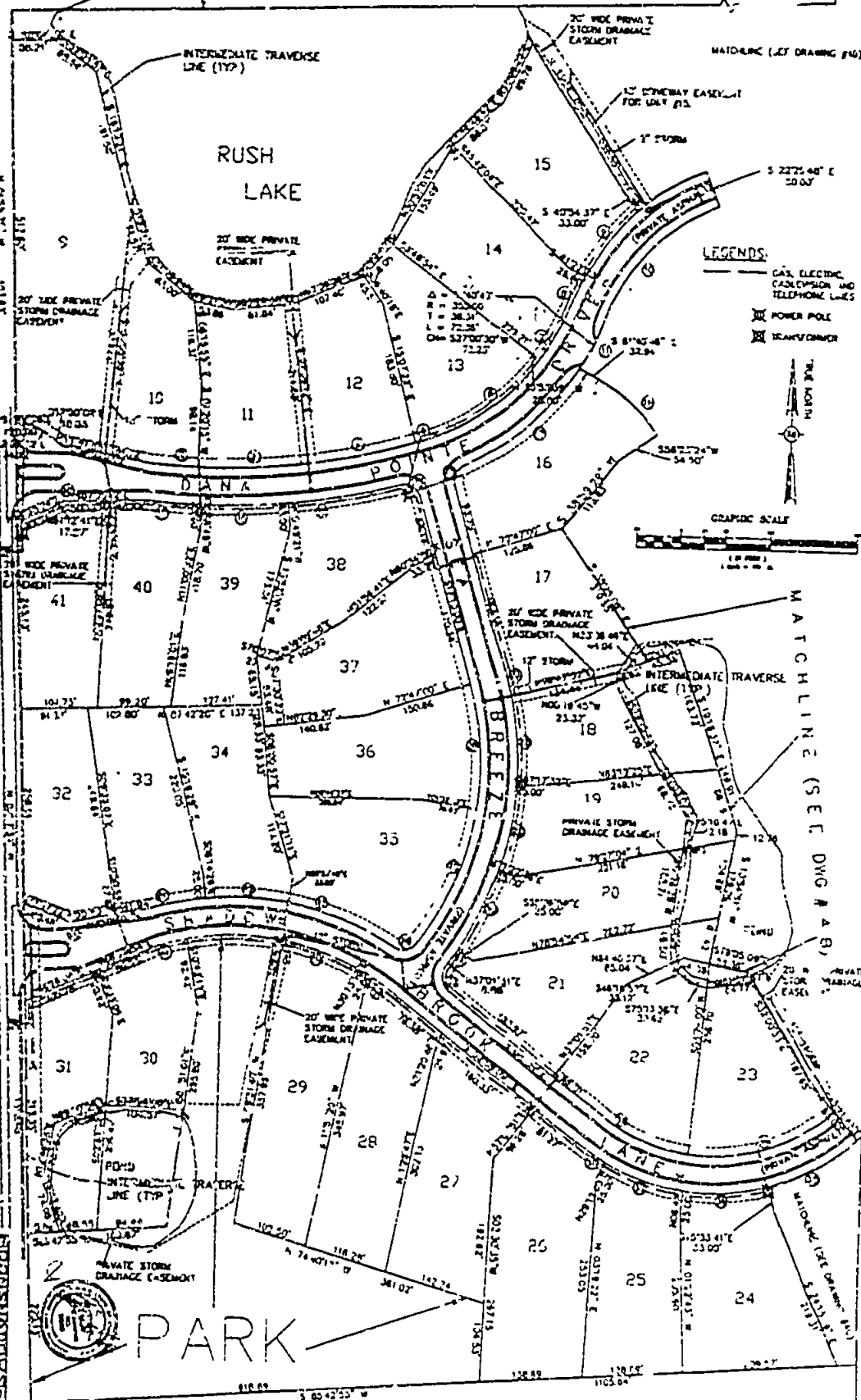
BUREAU OF LAND MANAGEMENT

WASHINGTON, D. C.

2242 P10021

MATCHLINE (SEE DRAWING #4)

HAMBERS ROAD PUBLIC



LEGENDS:

- GAS, ELECTRIC, TELEPHONE AND TELEPHONE LINES
- ⊕ POWER POLE
- ⊕ TRANSFORMER

GRAPHIC SCALE
1" = 100'

NOTES:
 1. ALL UTILITIES LOCATED FROM PUBLIC RECORDS AND FIELD SURVEY.
 2. ALL UTILITIES SHALL BE DEPTHTH AND WIDTH AS SHOWN ON THESE PLANS.
 3. ALL UTILITIES SHALL BE DEPTHTH AND WIDTH AS SHOWN ON THESE PLANS.
 4. ALL UTILITIES SHALL BE DEPTHTH AND WIDTH AS SHOWN ON THESE PLANS.
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 9. ALL UTILITIES SHALL BE DEPTHTH AND WIDTH AS SHOWN ON THESE PLANS.
 10. ALL UTILITIES SHALL BE DEPTHTH AND WIDTH AS SHOWN ON THESE PLANS.

NO.	DATE	REVISIONS
1	6-23-86	AS SHOWN
2		
3		
4		
5		
6		
7		
8		
9		
10		

PARK

UNPLATTED

