

**CONSOLIDATED MASTER DEED
MONROVIA BEACH CLUB
HARBORPOINTE CONDOMINIUMS
Act 59, Public Acts of 1978, as Amended**

This Consolidated Master Deed entered into and executed this _____ day of _____, 2014 by **Monrovia Beach Club Harborpointe Condominium Association** (hereinafter referred to as "the Association") pursuant to the provisions of the Michigan Condominium Act as amended (being Section 559.101 Michigan Compiled Laws of 1948 and Act 50 of Public Acts of 1978).

WITNESSETH

WHEREAS, Developer has completed Monrovia Beach Club Harborpointe Condominiums and the Association desires, by recording this Consolidated Master Deed, together with the Condominium By-Laws, attached hereto as Exhibit "A" and together with a consolidating Condominium Subdivision Plan, attached hereto as Exhibit "B", to consolidate the Master Deed and all Amendments, and to eliminate now inapplicable portions of the Master Deed, Subdivision Plan, and Amendments.

NOW, THEREFORE, the Association does, upon the recording of the Monrovia Beach Club Harborpointe Condominiums Consolidated Master Deed, consolidate the Master Deed of Monrovia Beach Club Harborpointe Condominium as amended in the First Amendment recorded in Liber 451, page 431, as amended in the Second Amendment recorded in Liber 460, page 363, as amended in the Third Amendment recorded in Liber 467, page _____, as amended in the Fourth Amendment recorded in Liber _____ page _____, as amended in the Fifth Amendment recorded in Liber _____, page _____, as amended in the Sixth Amendment recorded in Liber 493, page 48, and as amended in the Seventh Amendment recorded in Liber _____, page _____, Sanilac County Records, to be held, conveyed, hypothecated, encumbered, leased, rented, occupied, approved or in any manner utilized, subject to the provisions of the Act and to covenant, condition, restrict, use, limit and affirm the obligations set forth in this Consolidated Master Deed and Exhibit "A" attached hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to its Developers, its successors, assigns and any person acquiring or owing an interest in said real property, its grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Monrovia Beach Club Harborpointe Condominium, Sanilac County Condominium Subdivision Plan 3. The architectural plans for the Condominium Project have been approved by the Village of Lexington, County of Sanilac, State of Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium Project, including the number, boundaries, dimensions and area of each unit therein are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit "B". Each building contains individual units for residential purposes and each unit is capable of individual utilization as a result of having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

A part of fractional Section 31, Town 10 North, Range 17 East, Village of Lexington, Lexington Township, Sanilac County, Michigan described as: Beginning at the Northeast corner of Lot 13, Plat of Village of Monrovia, as recorded in Liber 1, page 1 of the Sanilac County Deed Records; thence South 02 degrees East along the East line of said lot, a distance of 165.0 feet; thence South 87 degrees 33 minutes West parallel with the North line of said Lot 264.0 feet; thence North 02 degrees West 165.0 feet along the West line of Lot 10 of said plat; thence North 87 degrees 33 minutes East along the Southerly right-of-way line of Huron Avenue 264.0 feet to the point of beginning. Containing 1.0 acres more or less.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, corporate By-Laws and Rules and Regulations of the Monrovia Beach Club Harborpointe Condominium Association, a Michigan non-profit corporation, and deed, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, Monrovia Beach Club Harborpointe Condominium, as a Condominium Project. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- B. "Association" means the non-profit corporation organized under Michigan Law of which all co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- C. "Association By-Laws" means the corporate By-Laws of Monrovia Beach Club Harborpointe Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium Project.
- D. "Common Elements", where used without modification, means both the general and the limited common elements described in Article VI hereof.
- E. "Condominium By-Laws" means Exhibit "A" hereto, which sets forth the substantive rights and obligations of the co-owners, as required by Sections 3(a), 53, 54 of the Act, and which is recorded as part of the Master Deed.
- F. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws and the Rules and Regulations, if any, of the Association.
- G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Monrovia Beach Club Harborpointe Condominium as described above.
- H. "Condominium Project", "Condominium" or "Project" means the Monrovia Beach Club Harborpointe Condominium as a Condominium Project established in conformity with the provisions of the Act.

- I. "Condominium Subdivision Plan" means Exhibit "B" hereto.
- J. "Consolidating Master Deed" means the final amended Master Deed which shall describe Monrovia Beach Club Harborpointe Condominium as a completed Condominium Project and shall reflect the entire land area, all units and common elements therein and the respective percentage of value pertinent to each unit as may finally be readjusted in accordance with Article VII hereof. Such Consolidating Master Deed, shall, when recorded in the Office of the Register of Deeds for Sanilac County, Michigan, supersede this Master Deed and all amendments hereof.
- K. "Co-owner" means a person, firm, corporation, partnership, association, trust (or other legal entity or any combination thereof) who or which owns one or more units in the Condominium Project. The term "owner" shall be synonymous with the term "co-owner". (Co-owner includes a land contract vendee if the land contract so provides.)
- L. "Developer" means Heritage Land Co., Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.
- M. "Unit", "Condominium Unit" or "Apartment" each mean the enclosed space constituting a single, complete residential unit or commercial shop in Monrovia Beach Club Harborpointe Condominium as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as defined by the Act.
- N. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

- A. The general common elements are:
 - (1) The land described in Article II hereof, including driveways, parking spaces and sidewalks not designated as limited common elements;
 - (2) The electrical wiring network throughout the Condominium Project, including that contained within unit walls, up to the point of connection with electrical fixtures, plugs and switches within any unit;
 - (3) The gas line network throughout the Condominium Project, including that contained within walls, up to the point of connection with gas fixtures within any units;
 - (4) The telephone wiring network throughout the Condominium Project, including that contained within unit walls, up to the point of connection with plugs or entry into a unit;
 - (5) The water distribution system throughout the Condominium Project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
 - (6) The sanitary sewer, storm drainage and water disposal systems throughout the Condominium Project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
 - (7) Foundations, supporting columns, walls and unit perimeter walls (including windows and doors therein), roofs, ceilings, floor construction between unit levels and chimney throughout the Condominium Project.

- (8) Any television cable network or facilities that may, from time to time, be installed in the Condominium Project.
- (9) Any intercom and/or doorbell wiring contained within unit walls.
- (10) Such other elements of the Condominium Project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium Project.

B. The limited common elements are:

- (1) Each individual garage space in the Condominium Project shall be subject to the exclusive use and enjoyment of the co-owner of the unit to which such garage is assigned.
- (2) Each individual patio and porch in the Condominium Project shall be subject to the exclusive use and enjoyment of the co-owner of the unit which opens onto such patio or porch as shown on Exhibit "B"
- (3) Each individual air-conditioning unit and pad in the Condominium Project shall be subject to the exclusive use and enjoyment of the co-owner of the unit which is served by such air-conditioning unit;
- (4) The interior surfaces of unit perimeter walls (including windows and doors therein), ceilings and floors contained within a unit and the surfaces of any load bearing walls designated general common elements but within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit; and
- (5) The hallway and area under the stairs adjacent to Unit 24 in the Condominium Project shall be subject to the exclusive use and enjoyment of the co-owner of Unit 24, which opens onto such space as shown on Exhibit "B".

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. Each unit in the Condominium Project is described in this Article with reference to the Subdivision and Site Plan of Monrovia Beach Club Harborpointe Condominium as surveyed by Burgin Land Surveys, and attached hereto as Exhibit "B". Each unit includes all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections on Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on perimeter plans have been or will be physically measured by Burgin Land Surveys. In the event that the dimensions on the measured perimeter plan on any specific unit differ from the dimensions on the typical perimeter plan for such unit shown on Exhibit "B" hereto, then the typical upper floor plans for such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured perimeter plan. Building elevations are shown in detail in architectural plans on file with the Village of Lexington Building Department.
- B. The percentage of value assigned to each unit has been determined with reference to the comparative size of each unit and is set forth in subparagraph C below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration of the Condominium. The total value of the Condominium Project is 100. The percentage of value allocated to each unit may be changed only with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly approved and recorded.
- C. Set forth below are:

- (1) Each unit number as it appears on the Condominium Subdivision Plan.
- (2) The percentage of value assigned to each unit.

Unit percentages of value assigned

<u>Unit Number</u>	<u>Commonly Known As</u>	<u>Percentage of Value Assigned</u>
1	A-101	4.4025
2	A-102	4.4025
3	A-201	4.4025
4	A-202	4.4025
5	A-301	4.4025
6	A-302	4.4025
7	5500 Cole Alley	1.2580
8	5502 Cole Alley	1.2580
9	5504 Cole Alley	1.2580
10	5506 Cole Alley	1.2580
11	B-101	4.4025
12	B-201	4.4025
13	B-301	5.0314
14	B-102	4.4025
15	B-202	4.4025
16	B-302	5.0314
17	C-101	5.0314
18	C-201	5.0314
19	C-301(a)	5.0314
20	5508 Cole Alley	1.2580
21	5510 Cole Alley	1.2580
22	5512 Cole Alley	1.2580
23	5514 Cole Alley	1.2580
24	5516 Cole Alley	1.2580
25	5518 Cole Alley	1.2580
26	C-102	4.4025
27	C-202	4.4025
28	C-302	5.0314
29	C-301(b)	4.4025
Total		100.0 percent

ARTICLE VI

EASEMENTS IN FAVOR OF THE CONDOMINIUM PROJECT

In the event that any portion of a unit or common element encroachment 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 unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium Project. There shall exist easement of support with respect to any unit interior wall which supports a common element.

ARTICLE VII

EXPANSION OF CONDOMINIUM

As of the date of this Consolidated Master Deed, all permitted expansion has been completed.

ARTICLE VIII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan, Exhibit "B" hereto, (but not Exhibit "A" hereto) may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by the affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all co-owners both in number and in value. A vote in number means one (1) vote per unit, and in value means the number of votes corresponding to the percentage allocated to each unit. In the event that a mortgagee is entitled to have one (1) vote, he shall be entitled to exercise one (1) vote which represents one (1%) percent of the Condominium Project, and the co-owner will be entitled to vote the remaining percentages allocated to his or her individual unit, except as provided in preceding Articles of this Master Deed and except as hereinafter set forth in this Article VIII:

- A. No unit dimensions may be modified without the written consent of the co-owner of such unit, nor may the nature or extent of limited common elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the co-owner of any unit to which the same are appurtenant.
- B. Prior to the Final Annual Meeting of members of the Association, the Developer may, without the consent of any co-owner or any other person, amend this Master Deed and the plans attached hereto as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A" as to not materially affect any rights of any co-owner or mortgagee in the Condominium Project including, by way of example and not as limitation, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the government National Mortgage Association and any other agency of the federal government or of the State of Michigan.
- C. The value of the vote of any co-owner and the corresponding proportion of common expenses assessed against such co-owner shall not be modified without the written consent of such co-owner and of his mortgage company.
- D. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of ninety-five (95%) percent of all co-owners and all mortgagees (allocating one vote to each mortgage held).

**MONROVIA BEACH CLUB
HARBORPOINTE CONDOMINIUM ASSOCIATION,**

**By:
President**

**By:
Secretary**

STATE OF MICHIGAN

-ss-

COUNTY OF ST. CLAIR

The foregoing instrument was acknowledged before me this _____ day of _____ 2014,
by _____, **President, and** _____
, Secretary of Monrovia Beach Club Harborpointe Condominium Association.

Notary Public for St. Clair County, Michigan
Acting in St. Clair County, Michigan
My commission expires: _____

Prepared by, record and return to:
Douglas S. Touma
Touma, Watson, Whaling, Coury & Castello, P.C.
316 McMorran Blvd.
Port Huron, MI 48060