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Bernard J. Youngblood Wayne County County Register of Deeds 2014405827 L: 51788 P: 556 10/03/2014 10:36 AM MDA Total Pages: 8

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PLAT ENGINEER

SIXTH AMENDMENT TO THE MASTER DEED OF CHERRY HILL VILLAGE II

THIS SIXTH AMENDMENT TO THE MASTER DEED is made and executed on this 8th day of September, 2014, by Cherry Hill Village Homeowners Association (d/b/a Cherry Hill Village II), a Michigan nonprofit corporation, whose office is c/o 41486 Wilcox Road, Plymouth, MI 48170, hereinafter referred to as the "Association," represented herein by Barbara Babut, the President of the Association, who is fully empowered and qualified to act on behalf of 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 II (the "Condominium"), a Condominium project established pursuant to the Master Deed thereof recorded in Liber 33044, Pages 1355 et seq., as amended by the First Amendment thereto recorded in Liber 35377, Pages 24 et seq., the Second Amendment thereto recorded in Liber 37212, Pages 545 et seq., the Third Amendment thereto recorded in Liber 41403, Pages 83 et seq., the Fourth Amendment thereto recorded in Liber 49517, Pages 1424 et seq., the Fifth Amendment thereto recorded in Liber 51627, Pages 540 et seq., Wayne County Records, and known as Wayne County Condominium Subdivision Plan No. 591, desires to amend the Master Deed, pursuant to Section 90 of the Condominium Act (MCL §559.190), to change how assessments are levied and votes are tabulated, from percentage of value to equal.
- B. The Master Deed and Bylaws shall be amended upon obtaining the necessary approval of the Co-owners as required by Section 90 of the Condominium Act (MCL §559.190), and upon recording with the Register of Deeds for Wayne County.

NOW THEREFORE, the following changes are hereby made to the Cherry Hill Village II Master Deed and Bylaws:

1. Article VI of the Master Deed of Cherry Hill Village II shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted and replaced with the following:

The Condominium consists of 156 Units (numbered 1 through 101, inclusive, 112 through 147, inclusive, and 158 through 176, inclusive). Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached to the Master Deed as Exhibit B, as amended. Each Unit shall include all that space contained within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereinafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The percentage of value assigned to each Unit is set forth on Exhibit C attached to the Fourth Amendment to the Master Deed and shall be determinative of each Co-owner's undivided interest the Common Elements. The proportionate share of each Co-owner in the proceeds and expenses of administration of the Association and the value of such Co-owner's vote at meetings of the Association shall be equal except as otherwise specifically stated herein. The total percentage value of the Condominium is 100%. Each Unit's Percentage of Value is based on the Unit's size, as shown on the Condominium Plan, with the Developer making minor adjustments for immaterial differences in Unit size. Bonus spaces and bonus areas shown on the Plan were excluded in determining Percentages of Value; if such areas are built with the Unit, the Unit's Percentage of Value shall be adjusted accordingly and reflected in an amendment of this Master Deed. Basements and garages were also excluded in determining the size of Units; provided, however, that Units with walkout basements, if any, shall have a Percentage of Value that is ten percent (10%) greater than the same size Unit without a walkout basement. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various Units will vary roughly in proportion to the size of the Units. determining Percentages of Value, Developer rounded numbers and made minor adjustments to achieve a total of 100% for the Condominium.

- 2. Article II, Section 4 of the Condominium Bylaws, Exhibit A to the Master Deed of Cherry Hill Village II, shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted and replaced with the following Section 4:
 - Section 4. <u>Apportionment of Assessments</u>. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of management, administration and operation of each Condominium shall be apportioned among and paid by the Co-owners of the Condominium equally.
- 3. Article VIII, Section 1 of the Condominium Bylaws, Exhibit A to the Master Deed of Cherry Hill Village II, shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted and replaced with the following Section 1:
 - Section 1. <u>Vote</u>. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Unit owned, provided that the Co-owner is in

good standing and not in default of any provision of the Condominium Documents, including payment of any assessments levied against the Co-owner's Unit. Notwithstanding anything to the contrary herein, voting shall be by number. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

4. In all other respects, the Master Deed of Cherry Hill Village II, including the Bylaws attached thereto as Exhibit A, and Condominium Subdivision Plan attached thereto as Exhibit B, are hereby ratified and confirmed.

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed the day and year first above written.

> Cherry Hill Village Homeowners Association (d/b/a Cherry Hill Village II), a Michigan Nonprofit Corporation

By: <u>Saviara Babat</u>
Barbara Babut, its President

STATE OF MICHIGAN)ss

COUNTY OF

On this Haday of September, 2014, the foregoing Sixth Amendment to the Master Deed of Cherry Hill Village II was acknowledged before me by Barbara Babut, the President of Cherry Hill Village Homeowners Association (d/b/a Cherry Hill Village II), a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

> eusi a. Camplell NOTARY PUBLIC STATE OF 12 Notary Public COUNTY OF WAYNE OUNTY, Michigan CTANGER OF 12 2016 County, MI

My Commission expires: 10/13/15

Drafted by and when recorded return to:

Stephen M. Guerra, Esq. Makower Abbate PLLC 30140 Orchard Lake Road Farmington Hills, Michigan 48334

CERTIFICATION

The undersigned, being first duly sworn, depose and state as follows:

That we were appointed by the Board of Directors of Cherry Hill Village Homeowners Association, the corporation named in and which executed the Sixth Amendment to the Master Deed of Cherry Hill Village II, as tellers of election for the vote to approve the Sixth Amendment to the Master Deed of Cherry Hill Village II.

That the Sixth Amendment to the Master Deed of Cherry Hill Village II was submitted to all Co-owners of Units in Cherry Hill Village II for the purpose of voting thereon, and that said Co-owners approved said documents by a vote of more than two-thirds of all Co-owners entitled to vote.

That the records of said consents are maintained at the offices of Cherry Hill Village Homeowners Association at 41486 Wilcox Road, Plymouth, MI 48170-3104.

BARÉ BARUT

LELAND ROPP

ERIN KREIS

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF MICHIGAN)	
COUNTY OF WAYNE) ss.)	
The foregoing instrument was ack Babut, an individual, as her free act	nowledged and deed.	0 0 1 1 1 1
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		A Notary Public in CAMPETOR the County of COUNTY OF WAYNETE Of
		Acting My COMMISSION EXPIRES On 18, 2018 County My Commission Expires: 10/13/1
STATE OF MICHIGAN)	
COUNTY OF WAYNE) ss.	
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		efore me this September 6, 2014, by Erin Kreis,
an individual, as her free act and de	ed.	De so de Mull
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STATE OF MICHIGAN)	
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COUNTY OF WAYNE)	.,
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