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REGISTER OF DEEDS



LIBER 2666 PAGE 55

MASTER DEED FOR EVANS LANDING CONDOMINIUMS

as required by the Michigan Condominium Act,
MCLA 559.101 et seq., MSA 26.50(101) et seq.

Monroe County Condominium Subdivision Plan No. 49

1. the master deed establishing Evans Landing Condominiums, a condominium project
2. exhibit A to the master deed: Condominium By-Laws of Evans Landing Condominiums
3. exhibit B to the master deed: Condominium Subdivision Plan for Evans Landing Condominiums
4. exhibit C to the master deed: Affidavit of Mailing for Notices required by MCLA 559.171, MSA 26.50(171)
5. exhibit D to the master deed: legal description of Condominium Property

No interest in real estate is being conveyed by this document. No revenue stamps are required.

Drafted by Gressley, Kaplin & Parker, LLP, 324 Washington Street, Monroe, MI 48161



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MASTER DEED FOR EVANS LANDING CONDOMINIUMS

as required by the Michigan Condominium Act,
MCLA 559.101 et seq., MSA 26.50(101) et seq.

This Master Deed is made and signed on January 30th, 2004. The developer, Rowhouse Environment, LLC, a Michigan limited liability company ("developer"), whose principal office is situated at 2000 The Bluffs, Toledo, Ohio 43615, is represented in this document by its members, who are fully empowered and qualified to act on behalf of the company.

The developer is constructing a residential condominium project to be known as Evans Landing Condominiums, pursuant to the architectural plans approved by the City of Luna Pier, Monroe County, Michigan, on a parcel of land described in Article II of this document. The developer desires, by recording this master deed together with the condominium bylaws and the condominium subdivision plan, both of which are incorporated by reference and made a part of this document, to establish this real property and the improvements and appurtenances now and in the future located on it as a condominium project under the provisions of the Michigan Condominium Act ("act").

By recording this document, the developer establishes Evans Landing Condominiums as a condominium project under the act and declares that the project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and used subject to the act and to the conditions stated in this master deed, all of which shall run with the land and burden and benefit the developer; its successors and assigns; any persons acquiring or owning an interest in the real property; and their grantees, successors, heirs, executors, administrators, and assigns.

**ARTICLE I
THE PROJECT**

The project is a residential site condominium that is being constructed in one phase, with a total of seventy-two (72) residential site units.

The seventy-two (72) condominium site units that comprise the project, including the boundaries, dimensions, and areas of them, are completely described in the condominium subdivision plan. Each unit is suitable for individual use, having its own entrance from and exit to a common element of the project. Each co-owner in the project shall have a particular and exclusive property right to the co-owner's unit and to the limited common elements appurtenant to it and shall have an undivided and inseparable right to share the general common elements of the project with other co-owners, as designated by this master deed.

**ARTICLE II
LEGAL DESCRIPTION**

The land on which the project is situated and which is submitted for condominium ownership pursuant to the Michigan Condominium Act, is located in the City of Luna Pier, Monroe County, Michigan and is described as follows: See Exhibit "D" attached hereto for complete legal description.

**ARTICLE III
DEFINITIONS**

Certain terms are used not only in this master deed but also in other documents for the condominium, such as the articles of incorporation of the association; the association bylaws; the rules and regulations of the Evans Landing Condominium Association, Inc.; and deeds, mortgages, liens, land contracts, easements, and other documents affecting interests in the project. As used in such documents, the following definitions apply unless the context otherwise requires:

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1. **The arbitration association** means the American Arbitration Association or its successor.
2. **The association of co-owners or the association** means the nonprofit corporation organized under Michigan law of which all co-owners must be members. This corporation shall administer and maintain the project. Any action required of or permitted to the association may be carried out by its board of directors unless it is specifically reserved to its members by the condominium documents or Michigan law.
3. **The association bylaws** means the corporate bylaws of the association organized to maintain and administer the project.
4. **Common elements**, if used without modification, means the part of the project other than the condominium units, including all general and limited common elements described in Article IV.
5. **Condominium bylaws** means exhibit A, which is the bylaws stating the substantive rights and obligations of the co-owners.
6. **Condominium documents** includes this master deed and all its exhibits recorded pursuant to the Michigan Condominium Act and any other documents referred to in this document that affect the rights and obligations of a co-owner in the condominium.
7. **The condominium subdivision plan** means exhibit B, which is the site drawing, the survey, and other drawings depicting the units and the existing and proposed improvements, including their locations on the land.
8. **Condominium unit or unit** is defined to mean all air space ten (10) feet below and thirty-five (35) feet above the ground elevation of the boundaries of those sites designated on Exhibit "B" as condominium units 1-72, and all structures or improvements subsequently constructed and located wholly within said air space designed and intended for separate ownership and use of a co-owner, as described in this master deed.
9. **Co-owner** means a person, a firm, a corporation, a partnership, an association, a trust, or another legal entity or any combination who owns a condominium unit in the project, including a vendee of a land contract of which the purchase is not in default. **Owner** is synonymous with **co-owner**.
10. **The developer** means Rowhouse Environment, LLC, a Michigan limited liability company, which has made and signed this master deed, as well as its successors and assigns.
11. **General common elements** means those common elements of the project described in Article IV(1), which are for the use and enjoyment of more than one co-owner, subject to such charges as may be assessed to defray the operation costs.
12. **Limited common elements** means those common elements of the project described in Article IV(2) and/or depicted as such on Exhibit "B", which are reserved for the exclusive use of the co-owners of a specified unit or units.
13. **The master deed** means this instrument as well as its exhibits and amendments, by which the project is submitted for condominium ownership.
14. **Percentage of value** means the percentage assigned to each unit by this master deed, which determines the value of a co-owner's vote at association meetings when voting by value or by number and value and the proportionate share of each co-owner in the common elements of the project.



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5. *The project or the condominium* means Evans Landing Condominiums, a condominium development established in conformity with the Michigan Condominium Act.
 6. *The transitional control* date means the date when a board of directors for the association takes office pursuant to an election in which the votes that may be cast by eligible co-owners unaffiliated with the developer exceed the votes that may be cast by the developer.

Whenever a reference is made in this document to the singular, a reference shall also be included to the plural, if appropriate.

**ARTICLE IV
COMMON ELEMENTS**

The common elements of the project as depicted in exhibit B and the responsibilities for their maintenance, repair, and replacement are as follows:

1. The general common elements are:
 - a. the land described in Article II and any improvements located thereon and not designated herein as limited common elements, excluding therefrom that portion thereof occupied by the units, including any private roadways, surface water detention areas and any easement interests of the condominium in the land provided to it for utilities or ingress and egress, if any;
 - b. the pathways, walkways, lawns, yards, trees, shrubs, and other plantings located on the common elements (it is specifically understood that developer has a master landscaping plan for all of the project which shall be adhered to by all co-owners.);
 - c. the street lighting system and other electrical, telephone, and cable television wiring networks throughout the common areas of the project;
 - d. the water distribution system, underground sprinkling system, sanitary sewer system, and storm drainage system serving the project and located outside the boundaries of any unit;

Some or all of the utility and cable television lines, systems (including mains and service leads), and equipment may be owned by the local public authority or by a utility or cable television company that is providing the pertinent service. Accordingly, such lines, systems, and equipment shall be general common elements only to the extent of the co-owners' interest in them, if any, and the developer makes no warranty of such an interest.

2. The limited common elements are:
 - a. the pipes, ducts, wiring, utility lines, and conduits located entirely outside a condominium unit but servicing only that unit;
 - b. that portion of any staircase, balcony, deck, patio, or stoop appurtenant to each unit if and when located on the common areas;
 - c. any driveway leading to the garage and the sidewalk leading to the stoop, which shall be appurtenant to the unit or units serviced by these elements and which is located on the common areas;

If any of the limited common elements described in this provision have not been assigned in the condominium subdivision plan, the developer reserves the right to designate each such element as a



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3. Responsibilities for cleaning, decorating, maintaining, repairing, and replacing the common elements are as follows:
 - a. The costs of maintaining, repairing, and replacing the limited common elements described in Article IV(2) and routinely cleaning, decorating, maintaining, and replacing the limited common elements described in Article IV(2) shall be borne by the co-owner of the unit or units to which such common elements are appurtenant.
 - b. The appearance of staircases, balconies, decks, patios, driveways and stoops located within any unit or common area shall at all times be subject to the approval of the association. If a co-owner's maintenance, repair, cleaning, and/or decorating of such portion of a unit or such common elements does not conform to reasonable standards established by the association, the association may take whatever action is necessary to bring said portion of any unit elements up to required standards and charge the cost to the owner responsible for repairing, cleaning, decorating, replacing, and/or maintaining same.
 - c. The costs of cleaning, decorating, maintaining, repairing, and replacing all general and limited common elements other than those described above (i.e., the roof overhangs) shall be borne by the association, except for repairs or replacements necessitated by the acts or neglect of co-owners or their agents, invitees, family members, or pets.
 - d. If any unit owner elects to construct or install any improvements to the interior of the unit or, with written consent from the association, to the common elements appurtenant to the unit that increase the costs of maintenance, repairs, or replacements for which the association is responsible, the association may assess the increased costs or expenses against the unit.
4. All co-owners whose interests would be affected may assign or reassign a limited common element, on notice to any affected mortgagees, by applying in writing to the board of directors of the association. On receipt of such an application, the board shall promptly have an amendment to this master deed assigning or reassigning all rights and obligations with respect to the limited common elements involved prepared and signed and shall deliver the amendment to the co-owners of the units affected once they have paid all reasonable costs for the preparation and recording of the amendment.
5. Except as stated in this master deed, condominium units shall not be separable from the common elements appurtenant to them and shall not be used in any manner inconsistent with the purposes of the project or in any other way that would interfere with or impair the rights of any co-owner to use and enjoy the co-owner's unit or the common elements appurtenant to it.
6. It is expressly understood that even though the roof over each unit is part of that unit as defined herein, the costs to maintain and/or replace said roof and that portion of said roof over the other units in any particular building shall be shared by all unit owners equally in said building.



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**ARTICLE V
DESCRIPTIONS, PLAN APPROVAL AND UNIT PERCENTAGES
FOR ALL CONDOMINIUM UNITS**

1. A complete description of each condominium unit in the project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is provided in the condominium subdivision plan as surveyed by M. Freels Survey Co., LLC surveyors. Detailed architectural plans and specifications have been or will be filed with the City of Luna Pier, Monroe County, Michigan, for all improvements constructed within a unit. Each unit shall include all structures and improvements constructed and located within each site unit. Each and every residence built as part of a unit shall contain a minimum of 1,000 (One Thousand) square feet of livable space including balconies (excluding garages). Furthermore, each unit owner agrees to abide by the various restrictions and obligations for landscaping and/or tree preservation applicable to the project under the Luna Pier, Michigan approvals for the project.
2. The total value of the project is 100, and the percentage assigned to each condominium unit shall be as stated in provision 3 of this article. Except as otherwise provided in this master deed, a percentage of value shall be changed only in the manner provided by Article VII, in a signed and recorded amendment to the master deed.
3. The number of each condominium unit in the project as it appears on the condominium subdivision plan and the percentage of value assigned to each unit are as follows:

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
100	1/72	310	1/72	607	1/72
102	1/72	312	1/72	609	1/72
104	1/72	314	1/72	611	1/72
106	1/72	316	1/72	615	1/72
108	1/72	318	1/72	617	1/72
110	1/72	400	1/72	619	1/72
112	1/72	402	1/72	701	1/72
114	1/72	404	1/72	703	1/72
116	1/72	406	1/72	705	1/72
200	1/72	408	1/72	707	1/72
202	1/72	410	1/72	709	1/72
204	1/72	412	1/72	711	1/72
206	1/72	414	1/72	800	1/72
208	1/72	501	1/72	801	1/72
210	1/72	503	1/72	802	1/72
212	1/72	505	1/72	803	1/72
214	1/72	507	1/72	804	1/72
216	1/72	509	1/72	805	1/72
218	1/72	511	1/72	806	1/72
300	1/72	515	1/72	807	1/72
302	1/72	517	1/72	808	1/72
304	1/72	601	1/72	809	1/72
306	1/72	603	1/72	810	1/72
308	1/72	605	1/72	811	1/72

4. The developer may modify the size of units and location of a unit or units or of any limited common element appurtenant to a unit as described in exhibit B by an amendment effected solely by the



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developer or its successors without the consent of any co-owner, mortgagee, or other party, as long as the modification does not unreasonably impair or diminish the appearance of the project or the view, privacy, or other significant attributes or amenities of other units that adjoin or are proximate to the modified unit or limited common element. No unit that has been sold or is subject to a binding purchase agreement shall be modified without the consent of the co-owner or of the purchaser, as the case may be. The developer may also, in connection with any such amendment, readjust percentages of value for all units to give reasonable recognition to such a modification, based on the method by which percentages of value for the project were originally determined. However, no unit modified in accordance with this provision shall be conveyed until an amendment to the master deed has been recorded. All co-owners, mortgagees of units, and other parties interested in the project shall be deemed to have unanimously consented to any amendments necessary to effect such modifications and, subject to the limitations stated in this master deed, to the proportionate reallocation of percentages of value of existing units that the developer or its successors determines is necessary in conjunction with such modifications. All such interested parties irrevocably appoint the developer or its successors as agent and attorney to sign such amendments to the master deed and all other condominium documents as may be necessary to effect such modifications.

- 5. Any structure, residence, improvement, or landscaping proposed to be constructed within a unit shall not be commenced to be built until detailed plans and specifications for same have been delivered to and approved in writing by developer. Developer agrees such approval shall either be granted or not granted within thirty (30) days of the submission of such plans and specifications. Developer has developed an architectural theme for the exteriors of all structures which are part of any unit, including, all landscaping which may be located within the boundaries of same and within the common elements. No co-owner may change or modify such exteriors by changing their color or composition without the prior written approval of the association. Furthermore, all co-owners shall cause all exteriors and landscaping located within their site condominium unit to be maintained in a first-class condition at all times; provided, however, any grass areas located within a unit and outside the boundaries of any residence shall be mowed by the Association as a common expense.

**ARTICLE VI
EASEMENTS**

Every part of a condominium unit that contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the common elements. If any part of a unit or common element encroaches on another unit or common element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachments for as long as they exist and for the maintenance of the encroachments after rebuilding in the event of destruction. There shall also be permanent easements in favor of the association for the maintenance and repair of common elements for which the association is responsible. There shall be easements to, through, and over those parts of the land, structures, buildings, improvements, and walls (including interior unit walls) as is reasonable for the installation, maintenance, and repair of all utility services furnished to the project. Public utilities shall have access to the common elements and to the units at reasonable times for the installation, repair, or maintenance of such services. Any costs incurred in opening and repairing any wall of the project to install, repair, or maintain such services shall be an administration expense assessed against all co-owners in accordance with the condominium bylaws.

Until final completion of the project as described in Article I of this master deed, the developer reserves nonexclusive easements for the benefit of itself and its successors and assigns to use, at any time without charges other than the reasonable cost of work performed, utilities consumed, or maintenance required as a direct result of such use, (1) for the unrestricted use of all roads, driveways, and walkways in the condominium for the purpose of ingress and egress to and from any part of the land described in Article II and (2) to use, tap into, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Article II.



As long as the developer owns at least one unit in the project, it shall be subject to the provisions of this master deed.

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**ARTICLE VII
AMENDMENTS AND TERMINATION**

1. If there is no co-owner other than the developer, the developer may unilaterally amend the condominium documents or, with the consent of any interested mortgagee, unilaterally terminate the project. All documents reflecting such amendment or termination shall be recorded in the public records of Monroe County, Michigan.
2. If there is a co-owner other than the developer, the condominium documents may be amended for a proper purpose only as follows:
 - a. An amendment may be made without the consent of any co-owners or mortgagees if the amendment does not materially alter the rights of any co-owners or mortgagees of units in the project, including amendments to modify the types and sizes of unsold condominium units and their appurtenant limited common elements; amendments to facilitate conventional mortgage loan financing for existing or prospective co-owners; and amendments enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.
 - b. Even if an amendment would materially alter the rights of any co-owners or mortgagees, it can be made if at least two-thirds of the co-owners and mortgagees consent. However, dimensions or limited common elements of a co-owner's unit may not be modified without the co-owner's consent, nor may the formula used to determine percentages of value for the project or provisions relating to the ability or terms under which a unit (after completion of a structure within same) may be rented be modified, without the consent of the developer and each affected co-owner and mortgagee. It is expressly provided that each unit in the project is to receive an allocation of equal percentage of value regardless of its size, square footage, fair market value, or other parameters. Rights reserved by the developer in this master deed, including rights to amend the master deed for purposes of expansion, contraction, or modification of units in the course of construction, shall not be amended without written consent from the developer as long as the developer or its successors continue to own or to offer for sale any unit in the project. For the purpose of this provision, a mortgagee shall have one vote for each mortgage held.
 - c. The developer may also make a material amendment unilaterally without the consent of any co-owner or mortgagee for the specific purposes reserved by the developer in this master deed. In that regard, Developer hereby reserves the right to amend this master deed and attached exhibits in any respect necessary so as effectuate an expansion of the condominium as herein enumerated. Until the completion and sale of all units as described in Article I and the construction of all structures within all of said units, such rights reserved by the developer may not be further amended except with written consent from the developer or its successors or assigns.
 - d. A person causing or requesting an amendment to the condominium documents shall be responsible for the costs and expenses of the amendment, except for amendments based on a vote of the prescribed majority of co-owners and mortgagees or based on the advisory committee's decision, the costs of which are administration expenses. The co-owners and mortgagees of record shall be notified of proposed amendments under this provision at least ten (10) days before the amendment is recorded.



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e. If there is a co-owner other than the developer, the project may only be terminated with the consent of the developer and at least eighty percent (80%) of the co-owners and mortgagees, as follows:

- (1) The agreement of the required number of co-owners and mortgagees to terminate the project shall be evidenced by their signing of the termination agreement or ratification of it. The termination shall become effective only when this evidence of the agreement is recorded.
- (2) On recording an instrument terminating the project, the property constituting the condominium shall be owned by the co-owners as tenants in common in proportion to their undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted the condominium unit.
- (3) On recording an instrument terminating the project, any rights the co-owners may have to the assets of the association shall be in proportion to their undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the condominium documents and the Michigan Condominium Act.
- (4) Notification of termination by first-class mail shall be made to all parties interested in the project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds. Proof of dissolution must be submitted to the administrator.
- (5) An amendment may be made by the developer unilaterally to expand the condominium regime.

**ARTICLE VIII
EXPANSION RIGHTS**

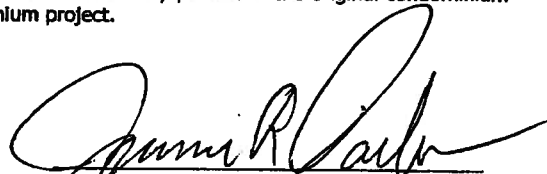
The Developer hereby reserves the right to create additional limited common elements within any portion of the original condominium land as well as the additional land to be added to the condominium project. Common elements which may be subsequently assigned as limited common elements. It is contemplated that the condominium project shall be expanded by one (1) or a series of successive amendments to this master deed, each adding additional land to the condominium project as then constituted.


Developer reserves the right to create easements within any portion of the original condominium project for the benefit of land outside the condominium project.

ROWHOUSE ENVIRONMENT, LLC,
a Michigan limited liability company

By: 
Mark Nowakowski, Member

By: 
Alan Nowakowski, Member


Witness


Witness



State of Ohio, County of Lucas, ss:

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The foregoing instrument was acknowledged before me this 30th day of January, 2004, by Mark Nowakowski, Member and Alan Nowakowski, all of the members of Rowhouse Environment, LLC, a Michigan limited liability company, on behalf of said company.

Jerome R. Parker
Notary Public

✓ This instrument prepared by:
Gressley, Kaplan & Parker, LLP
324 Washington Street
Monroe, Michigan 48161
F:\mjs\Nowakowski\Rowhouse Environment\Evans Landing\Master Deed Final 1-04.doc



JEROME R. PARKER
Notary Public - State of Ohio
Commission has no expiration.
Section 147.03 R.C.