



FIRST AMENDMENT TO MASTER DEED OF

MILAN CROSSING II

Milan Crossing II, LLC, a Michigan limited liability company, whose address is 1300 Eisenhower Lane, Milan, Michigan 48160, being the "Developer" of Milan Crossing II (the "Condominium Project" or simply, the "Condominium") as such Condominium exists pursuant to the Master Deed thereof, (the "Master Deed") recorded on August 10, 2015, in Liber 5109 at Pages 689 through 762 in Washtenaw County Records and known as Washtenaw County Condominium Subdivision Plan No. 623, hereby amends the Master Deed for the purposes hereinafter set forth and pursuant to the provisions hereinafter referenced of the Master Deed and pursuant to the provisions of the Michigan condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act"). The purpose for which this First Amendment is made is to establish Phases depicted in the Amended Condominium Subdivision Plan attached hereto in order to facilitate mortgage loan financing for existing and prospective co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, and/or by any other institutional participant in the secondary residential mortgage loan market which agencies purchase, guarantee and/or insure residential mortgage loans (that market being sometimes hereinafter referred to as the "secondary mortgage market").

Upon recording of this instrument in the office of the Washtenaw County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. Article 9 of the Master Deed shall be modified as hereinafter set forth in this First Amendment to Master Deed:

ARTICLE 9

CONTRACTION OF CONDOMINIUM

The Condominium may be contracted pursuant to Section 33 of the Michigan Condominium Act in accordance with the following provisions:

14

Section 9.1. **Roadway and Units.** As of the date this First Amendment to Master Deed is recorded, the Developer intends to dedicate to public use the roads and road right-of-ways shown on Exhibit B. Developer therefore reserves the right to withdraw from the Condominium that portion of the Project, as it may be expanded, that consists of the Condominium roads and road rights-of-way as the same are shown on the Condominium Subdivision Plan. Developer also reserves the right to withdraw from the Condominium all or any of the following described land areas including the present or future Units and appurtenant Common Elements of the Condominium and any Common Elements within such land areas. ("Contractible Areas"):

Contractible Area "A":

COMMENCING AT THE NORTHEAST CORNER OF SECTION 35, T4S, R6E, CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN; THENCE S00°15' 50"W 786.31 FEET ALONG THE EAST LINE OF SAID SECTION 35 AND THE CENTERLINE OF CARPENTER ROAD (100.00 FEET WIDE); THENCE N87°26' 40"W 501.14 FEET FOR A PLACE OF BEGINNING; THENCE N87°26' 40"W 790.94 FEET; THENCE S01°02'04"W 574.36 FEET ALONG THE EAST LINE OF "MEADOWBROOK" CONDOMINIUM, AS RECORDED IN LIBER 4310, PAGE 709, WASHTENAW COUNTY RECORDS; THENCE S89°45'30"E 273.15 FEET ALONG THE NORTH LINE OF "SUPERVISOR'S PLAT NO. 10" AS RECORDED IN LIBER 10, PAGE 43, WASHTENAW COUNTY RECORDS; THENCE N00°14' 30"E 154.33 FEET; THENCE S89°45'30"E 238.34 FEET; THENCE N00°14' 30"E 84.33 FEET; THENCE S89°45'30"E 35.42 FEET; THENCE N00°14'30"E 196.38 FEET; THENCE S89°45'30"E 231.64 FEET; THENCE 19.70 FEET ALONG THE ARC OF A 217.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, WITH A CHORD BEARING S87°09'24"E 19.69 FEET; THENCE N00°14'30"E 108.21 FEET TO THE PLACE OF BEGINNING, BEING PART OF THE NORTHEAST 1/4 OF SAID SECTION 35, CONTAINING 6.64 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

At the option of the Developer, within a period ending no later than six years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium the roads and road right-of-ways dedicated to public use and any present or future Units of the Condominium ("Contractible Area"). Provided, however, the consent of any Unit owner to the contraction of such owner's Units shall be obtained prior to contraction of a Unit owned by an owner other than Developer.

Section 9.2. **Withdrawal of Land.** In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land described in Article 2 that is dedicated to public use as a road and/or road right-of-way and all or any portion of the Contractible Areas described above. The withdraw of such land pursuant to this Article 9 shall be effected by an amendment of the Master Deed as provided in Section 9.4 below, and by a conveyance or dedication or grant of easement of the roads and road rights-of-way in the Condominium to the City of Milan (or any other appropriate governmental unit with appropriate jurisdiction) in the case of withdrawal of the roads and rights-of-way.

Section 9.3. **Restrictions on Contraction.** Apart from satisfying any governmental conditions to dedication of the road and road right-of-ways or other contraction, there are no restrictions on Developer's right to contract the Condominium as provided in this Article 9, except as set forth in the last sentence of Section 9.1 above.

Section 9.4. **Consent Not Required.** The consent of any Co-Owner shall not be required to contract the Condominium or to dedicate the roads and road right-of-ways to public use except as set forth in the last sentence of Section 9.1. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the 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 re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to dedicate the roads and road right-of-ways in the Condominium to public use or to thereafter contract the Condominium as herein provided. These provisions give notice to all Co-Owners, mortgagees and other persons

acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

Section 9.5. **Redefinition of Common Elements.** The amendment or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinition of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 9.

Section 9.6. **Consolidating Master Deed.** A Consolidating Master Deed may 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 9.7 **Right to Contract.** As of the date that this First Amendment to Master Deed is recorded, the Developer confirms its continuing intention to establish and complete a single Condominium Project consisting of 44 Units on the land described in Article 2 of the Master Deed, all as shown on the condominium Subdivision Plan as heretofore recorded and amended. The Developer hereby reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Condominium from time to time any or all Units and General Common Element areas adjacent thereto which are located within Phases 1 through 9, for the purpose of constructing and marketing Units in the Condominium in separate phases in order to facilitate compliance with Unit pre-sale minimums and other requirements of agencies which participate as purchasers or insurers of residential mortgage loans in the secondary mortgage market. Therefore, any other provisions of the 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, within a period ending no later than six (6) years from the date of recording the First Amendment to Master Deed be contracted to any number determined by the Developer in its sole discretion but in no event shall the number of Units in the Condominium Project be less than a total of 12 specifically comprised of Units 2, 8, and 73 through 79, both inclusive, and Units 38 through 41, both inclusive, all as depicted on the First

Amended Condominium Subdivision Plan as attached hereto. Said 12 units "must be built" but the remaining 32 Units "need not be built" within the meaning and intent of Section 67(3) of the Act.

Section 9.8. **Withdrawal of Land.** In connection with any such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land and Units described in Article 2 of the Master Deed as is/are not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project established with the minimum number of Units described above. Each such portion of the Condominium Premises which may be withdrawn pursuant to this Article shall be known as a "Phase" of the Condominium and each such Phase is depicted on the First Amended Condominium Subdivision Plan as attached hereto and added hereby and are sometimes hereinafter also referred to as the "Expandable Parcels." Each Phase contains a precise number of Units and approximate boundaries thereof as depicted on said Amended Plan and Developer reserves the right to precisely define the legal boundaries of any such withdrawn Phase or Phases in subsequent Amendments to the Master Deed and Condominium Subdivision Plan. Only Phases 3 through 8, both inclusive, may be withdrawn from the Condominium and they may be withdrawn individually or in combination and/or in any order determined by Developer in its discretion. Likewise, if any Phase or Phases are added back to the Condominium after withdrawal pursuant to the provisions of the Master Deed, as amended, they may be added back in any order determined by Developer in its discretion. The Condominium and any Phase or Phases withdrawn or added back to the Condominium as Expandable Parcels shall, at all times, be accompanied in the creational documentation therefore by such redefinitions, modifications and easements pursuant to the provisions and requirements of the Master Deed as may be essential for their effective continued existence and operation. If, for some unanticipated reason, it is not possible or feasible to re-include a Phase in the Condominium at some time in the future, Developer reserves the right to use any Phase or Phases of the land so withdrawn from the Condominium to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development subject to applicable zoning laws and regulations in effect in the City of Milan at such time. Accordingly, Developer reserves the unconditional right, subsequent to any such withdrawal, to expand the Project as so reduced to include all or any portion of the land and Units so withdrawn as set forth in the expandable provisions of the Master Deed hereof.

Section 9.9. **Reservation of Easements Over General Common Element Roadway, Walkways, Utility Installations and Open Space/Park Area for the Benefit of the Expandable Parcels.** In the event that the Developer elects to contract the Condominium Project by withdrawal of Units and land, the Developer reserves easements for the benefit of itself, its successors and assigns, and all future owners of the withdrawn land and Units (also known as the "Expandable Parcels") as depicted on the First Amended Condominium Subdivision Plan as attached hereto and amended hereby, or any portion or portions thereof, which easements shall exist for the benefit of the Expandable Parcels for (a) the unrestricted use of all roads and/or any common walkways in the condominium for the purpose of ingress and egress to and from all or any portion of the Expandable Parcels; (b) the unrestricted right to tap, tie-in, extend and enlarge all General Common Element utility mains lying within the General Common Elements for the benefit of the Expandable Parcels and the Units and other improvements to be constructed thereon; and (c) the right to utilize the open space/park areas for the purposes for which they are intended subject to reasonable, uniform and non-discretionary rules promulgated by the Association for the benefit of all users thereof whose homes are located in the Condominium and in the Expandable Parcels. All expenses of maintenance, repair, replacement and resurfacing of the roads, common walkways and open space/park areas shall be shared by the owner of each residence constructed within the Condominium and within the Expandable Parcels on a proportional basis determined by multiplying any such expense by a fraction, the numerator of which is one and the denominator of which is comprised of the numerator together with all other residences in the Condominium plus all constructed residences in the Expandable Parcels.

Section 9.9. **Developer's Reservation of Right to Expand and Designation of Expandable Parcels.** The Condominium Project established pursuant to the original Master Deed and confirmed by this First Amendment to Master Deed consists of 44 proposed Units although 32 of the Units and adjacent General Common Element areas may be withdrawn from the Condominium from time to time pursuant to the provisions of the immediately preceding Article 9 hereof for the purposes therein stated. If all or any of said Units and Common Elements are withdrawn from the Condominium, then the Condominium may thereafter be expanded pursuant to this Article by the Developer at its sole discretion to include all or any portion of the Units and Common elements theretofore withdrawn as Expandable Parcels (Phases).

Section 9.10. **Description of Expansion.** Therefore, any other provisions of the Master Deed to the contrary notwithstanding, the number of Units in the Project may, at the option of the Developer to be exercised from time to time within a period ending no later than six (6) years

from the date of recording the First Amendment to Master Deed, be increased by the addition to the Condominium of any one or more of the Expandable Parcels and the construction of the same number of residential Units thereon as previously existed in the Condominium. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units and the structures that may be constructed on the Expandable Parcels shall be determined by the Developer in its sole discretion subject to the requirement that they be reasonably compatible with the structures in the Condominium and subject always to any applicable requirements of the City of Milan.

Section 9.11. **Developer's Obligations.** Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project to any particular extent beyond Phase 2 as depicted on the First Amended Condominium Subdivision Plan as attached hereto in the event that the Developer has withdrawn any or all of the Expandable Parcels (Phases) from the Condominium. In the event that it becomes impossible or infeasible to develop the entire Condominium of 44 Units or originally planned and presently intended, then the Developer may, at its discretion, establish all or any portion of said Expandable Parcels as a rental development, a separate condominium project (or projects) or any other form of development in accordance with applicable regulations of the City of Milan in effect at the time of such development and establishment. There are no restrictions on the election of the Developer to expand the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Expandable Parcels described in this First Amendment to Master Deed, nor is there any obligation to add Expandable Parcels in any particular order nor to construct particular improvements thereon in any specific locations.

Section 9.12. **Action to Terminate Legal Status of Project.** Any action to terminate the legal status of the Condominium Project after substantial destruction, condemnation, or for any other reasons must be agreed to by mortgagees that represent at least 51% of the votes of the Units subject to mortgages.

Article 4.3.2 of the Master Deed shall be modified as hereinafter set forth in this First Amendment to Master Deed:

4.3.2. **Association Responsibilities.** The Association, by its Board of Directors, shall be responsible for insurance, maintenance, repair and replacement of the General Common Elements. The cost of insurance, maintenance, repair and replacement of all General Common Elements and any Limited Common Elements for which the Association is responsible, including without limitation, perpetual maintenance of the storm water detention areas shown on the Exhibit B shall be borne by the Association, and assessed to the Co Owners as set forth in Article 2 of the Bylaws subject to any provisions of the Master Deed or Bylaws expressly to the contrary.

The Association, by its Board of Directors, shall also be responsible for payment of its share of any expenses associated with insurance, maintenance, repair and replacement of the Shared Facilities and Easements, as that term is defined in the Fourth Amendment to Master Deed of Milan Crossing, (recorded at Liber 4729, Page 5, Washtenaw County Records), and as that term is referenced in Section 6.11, below; such expenses shall be borne by the Association, and assessed to the Co Owners as set forth in Article 2 of the Bylaws subject to any provisions of the Master Deed or Bylaws expressly to the contrary.

The respective decoration, maintenance and replacement responsibilities set forth above shall be in addition to all such responsibilities set forth elsewhere in the Condominium Documents.




The Association, by its Board of Directors, must provide prompt and timely written notice of any lapse, cancellation, or material modification of any insurance policy or policies maintained by the Association to any and all mortgagees and/or guarantors of any mortgages on any Units in the Condominium Project (as also set forth by Section 7.2 of the Bylaws).

In all respects, other than as herein-above indicated, the Master Deed of Milan Crossing II, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and re-declared.

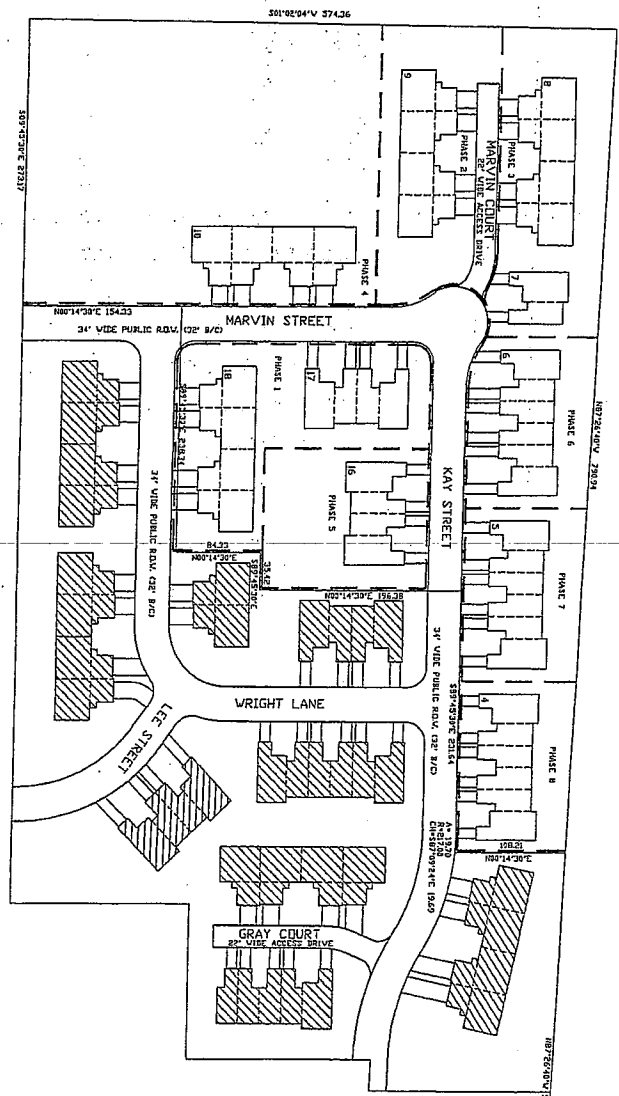
SITE DATA

LOT AREA 6.64 ACRES
 EXISTING ZONING R-PUD-RESIDENTIAL PLANNED UNIT DEVELOPMENT
 UNDERLYING ZONING R3-MULTIPLE FAMILY RESIDENTIAL DISTRICT
 PROPOSED DENSITY LAUREL UNITS (3-6 UNIT BUILDINGS, 6-4 UNIT BUILDINGS, 1-2 UNIT BUILDINGS)
 44 TOTAL UNITS
 SETBACKS:
 SITE SETBACK BUILDING TO BUILDING

PHASING NOTES:

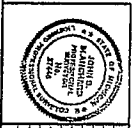
-  EXISTING BUILDING
-  PROPOSED BUILDING
-  PHASE LINE

[Handwritten signature]



5.174 ACRES SEC. 35
 CITY OF MILAN

MIL. COR. SEC. 35
 CITY OF MILAN



REVISIONS	
NO.	DATE
1	5-23-15

MILAN CROSSING
 PHASING PLAN
 NE 1/4 SEC. 35
 CITY OF MILAN

JOHN R. HARRIS
 REGISTERED PROFESSIONAL ENGINEER
 1144
 1515
 44

3 WORKING DAYS
 BEFORE YOU DIG
 CALL MISS DIG
 811 OR
 781-4444