

WHEREAS, the required notice of this proposed Second Amendment to the Master Deed of The Ponds of Bonner Hills and the Second Amendment to the Condominium Bylaws was provided to all co-owners and all first mortgagees, and the affirmative vote of not less than 2/3 of the co-owners of units in the Condominium and the affirmative vote of not less than 2/3 of the first mortgagees of units in the Condominium have been obtained.

WHEREAS, by recording this Second Amended Master Deed together with the Second Amended Condominium Bylaws, attached hereto as Exhibit "A", together with the Condominium Subdivision Plan attached as Exhibit B to the First Amended Master Deed (both of which are incorporated herein by reference and made a part hereof), the Association desires to reaffirm the establishment of the Condominium as a residential condominium project under the provisions of the Act.

NOW, THEREFORE, upon the recording of this Second Amendment to the Master Deed, the Association reaffirms the establishment of the Ponds of Bonner Hills as a Condominium under the Act as follows:

1. Amendment to Article VII, Section 2. ARTICLE VII, Section 2, of the First Amendment to the Master Deed is deleted in its entirety and replaced with the following Section 2:

2. Co-owner and Association Responsibilities. The respective responsibilities for the maintenance, decoration, repair and/or replacement of the Limited Common Elements shall be as follows:

a. Patio, decks and porches. The cost of, and responsibility for, maintenance, repair and replacement of each patio, deck and porch shall be borne by

the co-owner, except that the Association shall be responsible for snow removal from the front porches.

b. Air Conditioning Compressors. The cost of, and responsibility for, maintenance, repair and replacement of each individual air conditioning compressor and its related pad, wiring and refrigerant lines, shall be borne by the co-owner of the unit to which such Limited Common Element is appurtenant.

c. Windows and Doors. The cost of, and responsibility for, maintenance, repair, and replacement of windows and doors, including window screens, screen doors, storm doors and garage doors, serving each unit and all knobs, latches, locks and related hardware shall be borne by the co-owner.

d. Utility Services. All costs of electricity, water and natural gas and any other utility services, except as otherwise specifically provided, shall be borne by the co-owner of the unit to which such services are furnished.

e. Landscaping. Each builder shall be responsible for the initial installation of landscaping of the unit and the yard area appurtenant to the unit. All such initial landscaping or replacement landscaping shall be reviewed, and, if aesthetically appropriate, be approved by the Association and, during the development and sales period, by the Developer, prior to its being undertaken by the responsible co-owner. After the initial installation, all landscaping shall be maintained by the co-owner but the Association shall be responsible for all lawn maintenance, repair and/or replacement; provided, however, that if the required maintenance, repair and/or replacement is the result of acts of the co-owner or their guests or invitees, that responsibility shall belong to the co-owner.

f. Roof, Siding, Gutters and Downspouts. The cost of, and responsibility for maintenance, repair and replacement of the roof, siding, gutters and/or downspouts shall be borne by the co-owner.

g. Sidewalk and Driveways. The cost of, and responsibility for maintenance (including snow removal) of the sidewalks and driveways shall be borne by the Association. The cost of, and responsibility for repair and/or replacement of the sidewalks and driveways shall be borne by the co-owner; provided, however, that if the required repair and/or replacement is the result of acts of the Association, that responsibility shall belong to the Association.

h. Other. The cost of, and the responsibility for, the maintenance, repair or replacement of Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the By-laws expressly to the contrary; provided that the co-owner of each unit shall be responsible for the cost of repairing any damage to Limited Common Elements appurtenant to that co-owner's unit which is not the result of ordinary wear and tear and which is not covered by insurance required to be maintained by the Association

2. Amendment to Article IX. ARTICLE IX, previously entitled "Reserved" is hereby re-titled "Withdrawal of Condominium" and amended to provide as follows:

Pursuant to the rights reserved in Article XI of the Master Deed and MCL 559.167(3), for ten (10) years after the recording of the Master Deed, the Developer, its successors, or assigns may withdraw from the project any undeveloped land or convert the undeveloped condominium units located thereon to "must be built" without the prior consent of any co-owners, mortgagees of condominium units in the project, or any other party having an interest in the project. If the master deed confers on the developer expansion, contraction, or convertibility rights with respect to condominium units or common elements in the condominium project, then the time period is 10 years after the recording of the master deed or 6 years after the recording of the amendment to the master deed by which the developer last exercised its expansion, contraction, or convertibility rights, whichever period ends later. Any undeveloped land so withdrawn is automatically granted easements for utility and access purposes through the condominium project for the benefit of the undeveloped land.

Pursuant to MCL 559.167(4), if the developer does not withdraw undeveloped land from the project or convert undeveloped condominium units to "must be built" before expiration of the applicable time period under subsection (3), the association of co-owners, by an affirmative 2/3 majority vote of the members in good standing, may declare that the undeveloped land shall remain part of the project but shall revert to general common elements and that all rights to construct condominium units upon that undeveloped land shall cease. When such a declaration is made, the association of co-owners shall provide written notice of the declaration to the developer or any successor developer by first-class mail at its last known address. Within 60 days after receipt of the notice, the developer or any successor developer may withdraw the undeveloped land or convert the undeveloped condominium units to "must be built". However, if the undeveloped land is not withdrawn or the undeveloped condominium units are not converted within 60 days, the association of co-owners may file the notice of the declaration with the register of deeds. The declaration takes effect upon recording by the register of deeds. The association of co-owners shall also file notice of the declaration with the local supervisor or assessing officer. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer condominium units existing, a co-owner or the association of co-owners may bring an action to require revisions to the percentages of value under section 95.

As used in this Article, "undeveloped land" means land on which were recorded 1 or more condominium units, none of which were either identified in the condominium subdivision plan as "must be built" or have had construction commenced, although infrastructure construction or common element construction may have commenced. Undeveloped land does not include condominium units that are depicted or described on the

condominium subdivision plan pursuant to section 66 as containing no vertical improvements.

3. Amendment to Exhibit A, Condominium By-Laws. Exhibit A, the Condominium By-Laws, are amended per the Attached Exhibit A.

4. Amended Sheets to Exhibit B, Condominium Subdivision Plan, Replat No 1. Sheets No. C-01 Cover Sheet, C-02 Survey Plan, C-03 Easement Plan, C-04 Site Plan, C-05 Utility Plan and C-06 Coordinates, of Replat No. 2 of the Condominium Subdivision Plan, as attached to this Second Amendment to Master Deed, shall replace and supersede Sheets No. C-01 Cover Sheet, C-02 Survey Plan, C-03 Easement Plan, C-04 Site Plan, C-05 Utility Plan and C-06 Coordinates, of the Condominium Subdivision Plan in Replat No. 1, as previously recorded on May 22, 2015, at Liber 2507, Page 0865, Lenawee County Records.

In all other respects, except as set forth in this Second Amendment, the Master Deed of The Ponds of Bonner Hills, including the By-Laws and Condominium Subdivision Plan, as previously amended, recorded as set forth above, is ratified, confirmed and re-declared.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to the Master Deed of The Ponds of Bonner Hills to be executed the day and year first above written.


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THE PONDS OF BONNER HILLS
CONDOMINIUM ASSOCIATION, a
Michigan not for profit corporation

By: *Kenneth M. Cramer*
KENNETH M. CRAMER

Its: CFO

STATE OF MICHIGAN)
)SS
COUNTY OF Macomb

The foregoing instrument was acknowledged before me this 10 day of January, 2018, by Kenneth Cramer CFO of The Ponds of Bonner Hills Condominium Association, a Michigan not for profit corporation.

Adelaide Zaleski
ADELAIDE ZALEWSKI, Notary Public
Macomb County, Michigan
My commission expires: 1-29-2018
(acting in _____ County)

LIBER 2557 PAGE 0232 6 of 19

Drafted by and when recorded
Return to:

✓ Seglund Gabe Pawlak & Groth, PLC
28345 Beck Road, Suite 301
Wixom, MI 48393

Attn: Gerald A. Pawlak

EXHIBIT A

EXHIBIT "A"


LIBER 2657 PAGE 0232 8 of 19

**SECOND AMENDMENT TO CONDOMINIUM BY-LAWS OF
THE PONDS OF BONNER HILLS**

The Ponds of Bonner Hills Condominium Association, a Michigan not for profit corporation, whose address is 28135 Groesbeck Highway, Mt. Clemens, Michigan 48043 (the "Association"), does hereby amend the First Amendment to Condominium By-Laws of the Ponds to Bonner Hills, which was recorded on May 22, 2015, beginning at Liber 2507, Page 0865, Lenawee County Records, for the Ponds of Bonner Hills Condominium Project established pursuant to the Master Deed thereof, recorded on the 15th day of October, 2013, beginning at Liber 2477, Page 0136, Lenawee County Records and known as Lenawee County Condominium Subdivision Plan No. 70 (the "Condominium"), and thereafter amended by the First Amendment to the Master Deed of The Ponds of Bonner Hills, recorded on May 22, 2015, beginning at Liber 2507, Page 0865, Lenawee County Records.

Pursuant to the affirmative vote of not less than 2/3 of all co-owners in number on October 4, 2017, the First Amended Condominium Bylaws of the Ponds of Bonner Hills Condominium were amended, to be effective upon recording of this Second Amendment to the Condominium Bylaws of the Ponds of Bonner Hills Condominium in the Office of the Lenawee County Register of Deeds, as follows:

That Article XII, Section 1(a), Responsibilities of THE PONDS OF BONNER HILLS, as amended, is hereby deleted in its entirety and replaced with the following language:

Responsibilities of THE PONDS OF BONNER HILLS. All such insurance shall be purchased by THE PONDS OF BONNER HILLS for the benefit of THE PONDS OF BONNER HILLS and the Co-Owners and their Mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the Mortgagees of Co-Owners. The Board of Directors shall contract for the insurance coverage of THE PONDS OF BONNER HILLS. Each Co-Owner shall be responsible for obtaining casualty insurance coverage at the Co-Owner's expense with respect to the dwelling and all other improvements constructed or located within the perimeters of the Co-Owner's Unit and for the Limited Common Elements appurtenant to the Co-Owner's Unit. It shall also be each Co-Owner's responsibility to obtain insurance coverage for the Co-Owner's personal property within the Co-Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Co-Owner's Unit or on the Limited Common Elements appurtenant to the Co-Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Co-Owner's residence. THE PONDS OF BONNER HILLS shall not have any obligation to obtain any of the insurance coverages described in this section required of a Co-Owner or any liability to any person for a Co-Owner's failure to obtain the requisite insurance.


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That Article XV, Section 16, Building, Use and Occupancy Restrictions for The Ponds of Bonner Hills, as amended, is hereby deleted in its entirety and replaced with the following language:

Co-Owner and Association Responsibilities

Each co-owner shall use due care to avoid damaging any of the General Common Elements, Shared General Common Elements or Limited Common Elements. Each co-owner shall be responsible for the damage or cost to The Ponds of Bonner Hills or to the Bonner Hills Condominium Community Association, or both, resulting from the damage or misuse of any of the foregoing by the co-owner, his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Condominium Association(s) (in which case there shall be no such responsibility unless reimbursement to the Condominium Association(s) is limited by virtue of a deductible provision which shall be paid by the responsible co-owner). Any costs or damages to the Condominium Association(s) may be assessed to and collected from the responsible co-owner in the manner provided in Article X of these By-Laws.

Exterior Maintenance.

The Association shall be responsible for the maintenance, decoration, repair and/or replacement of all General Common Elements and Shared General Common Elements. In addition, the Association shall be responsible for the maintenance, decoration, repair and/or replacement of the Limited Common Elements, except the following, which shall be the responsibility of the co-owner:

Patio, decks and porches. The cost of, and responsibility for, maintenance, repair and replacement of each patio, deck and porch shall be borne by the co-owner, except that the Association shall be responsible for snow removal from the front porches.

Air Conditioning Compressors. The cost of, and responsibility for, maintenance, repair and replacement of each individual air conditioning compressor and its related pad, wiring and refrigerant lines, shall be borne by the co-owner of the unit to which such Limited Common Element is appurtenant.

Windows and Doors. The cost of, and responsibility for, maintenance, repair, and replacement of windows and doors, including window screens, screen doors, storm doors and garage doors, serving each unit and all knobs, latches, locks and related hardware shall be borne by the co-owner.

Utility Services. All costs of electricity, water and natural gas and any other utility services, except as otherwise specifically provided, shall be borne by the co-owner of the unit to which such services are furnished.

Roof, Siding, Gutters and Downspouts. The cost of, and responsibility for maintenance, repair and replacement of the roof, siding, gutters and downspouts shall be borne by the co-owner.

Landscaping and Lawn. After the initial installation by the builder, all landscaping shall be maintained by the co-owner, but the Association shall be responsible for all lawn maintenance, repair and/or replacement; provided, however, that if the required maintenance, repair and/or replacement is the result of acts of the co-owner or their guests or invitees, that responsibility shall belong to the co-owner.

Sidewalks and Driveways. The cost of, and responsibility for, repair and/or replacement of the sidewalks and driveways shall be borne by the co-owner; provided, however, that if the required repair and/or replacement is the result of acts of the Association, that responsibility shall belong to the Association. The cost of, and responsibility for maintenance (including snow removal) of the sidewalks and driveways shall be borne by the Association.

Other. The cost of, and the responsibility for, the maintenance, repair or replacement of Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the By-laws expressly to the contrary; provided that the co-owner of each unit shall be responsible for the cost of repairing any damage to Limited Common Elements appurtenant to that co-owner's unit which is not the result of ordinary wear and tear and which is not covered by insurance required to be maintained by the Association

In all other respects, the Condominium By-Laws of The Ponds of Bonner Hills, as amended by the First Amended Condominium By-Laws of The Ponds of Bonner Hills, are hereby ratified, re-affirmed and re-declared and remain in full force and effect.



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THE PONDS OF BONNER HILLS
CONDOMINIUM ASSOCIATION, a
Michigan not for profit corporation

By: *Kenneth M. Cramer*
KENNETH M. CRAMER

Its: CFO

STATE OF MICHIGAN)
)SS
COUNTY OF Macomb

The foregoing instrument was acknowledged before me this 10 day of
January, 2018, by *Kenneth Cramer* CFO of The Ponds
of Bonner Hills Condominium Association, a Michigan not for profit corporation.

Adelaide Zalewski
ADELAIDE ZALEWSKI, Notary Public
Macomb County, Michigan
My commission expires: 1-29-2018
(acting in _____ County)



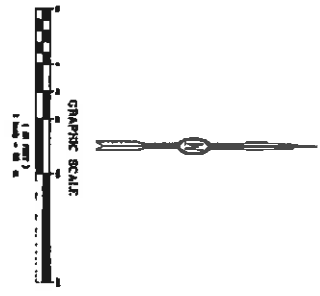
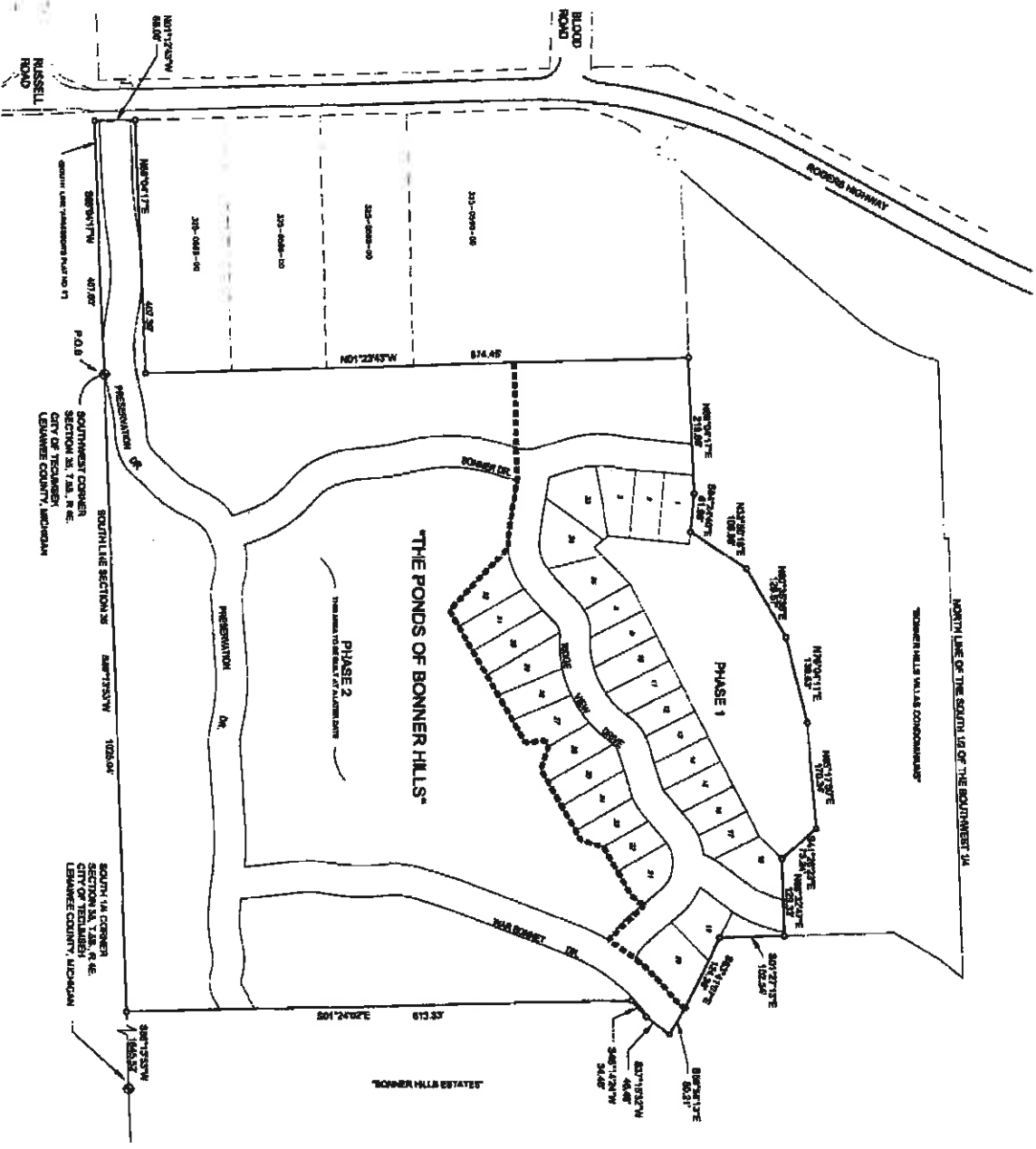
Drafted by and when recorded
Return to:

Seglund Gabe Pawlak & Groth, PLC
28345 Beck Road, Suite 301
Wixom, MI 48393

Attn: Gerald A. Pawlak

LIBER 2657 PAGE 0232 12 of 19

EXHIBIT B



I, *David A. Jankowski*, State of Michigan, Professional Engineer, No. 25475, do hereby certify that the above is a true and correct copy of the original survey plan as shown to me by the City of Tecumseh, Michigan, and that the same has been prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Michigan.

David A. Jankowski
Professional Engineer, No. 25475

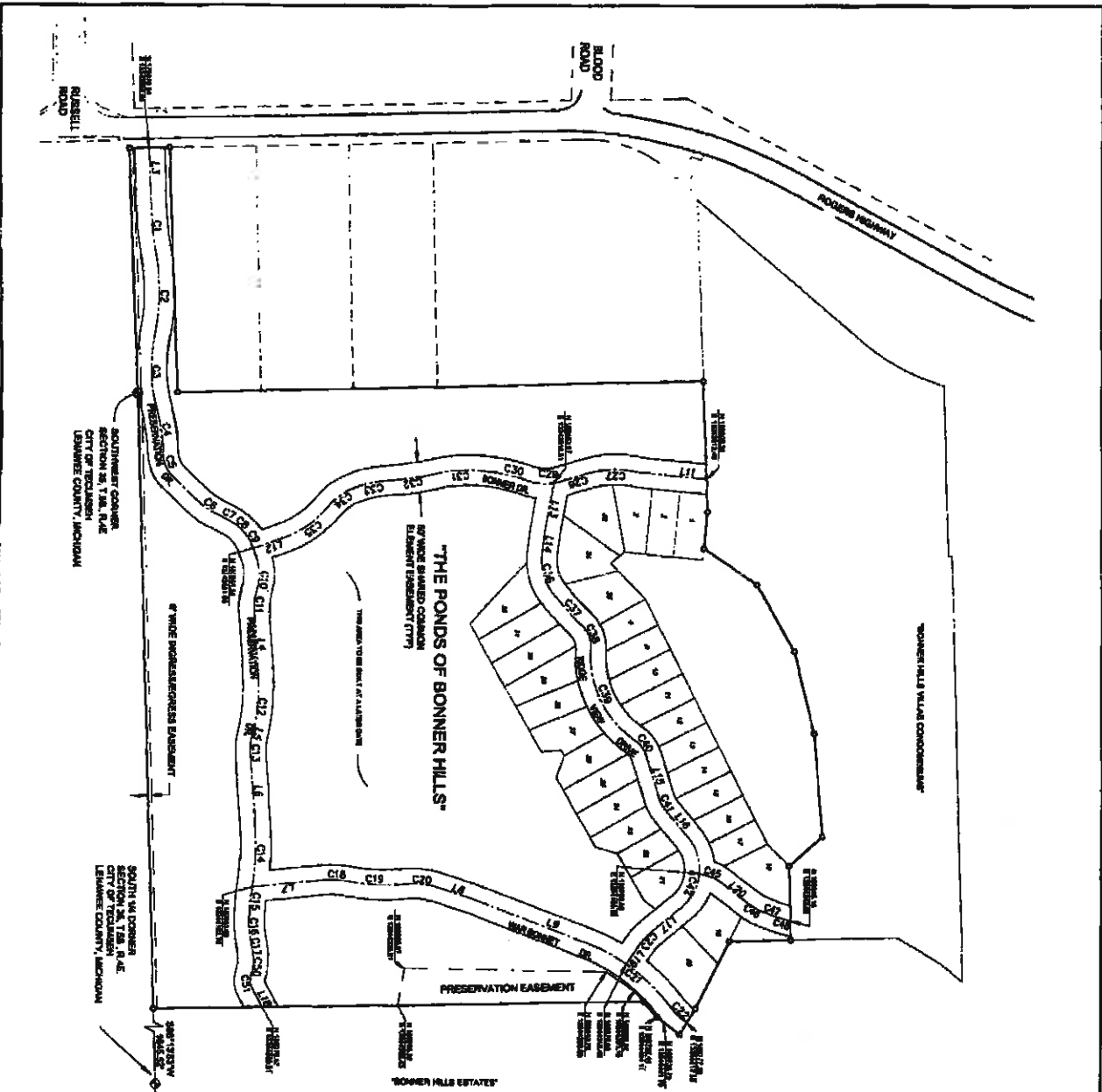
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LEGEND

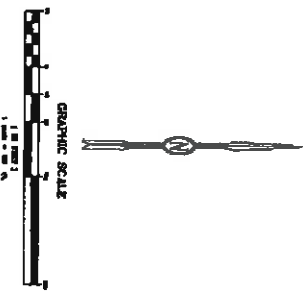
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		Designed: <i>led</i>	
		Date:	

J&K
 Consulting Engineers - Land Surveyors
 6710 Bluewater Rd., Commerce Twp., MI 48384
 Phone: (313) 292-2000 Fax: (313) 292-2007

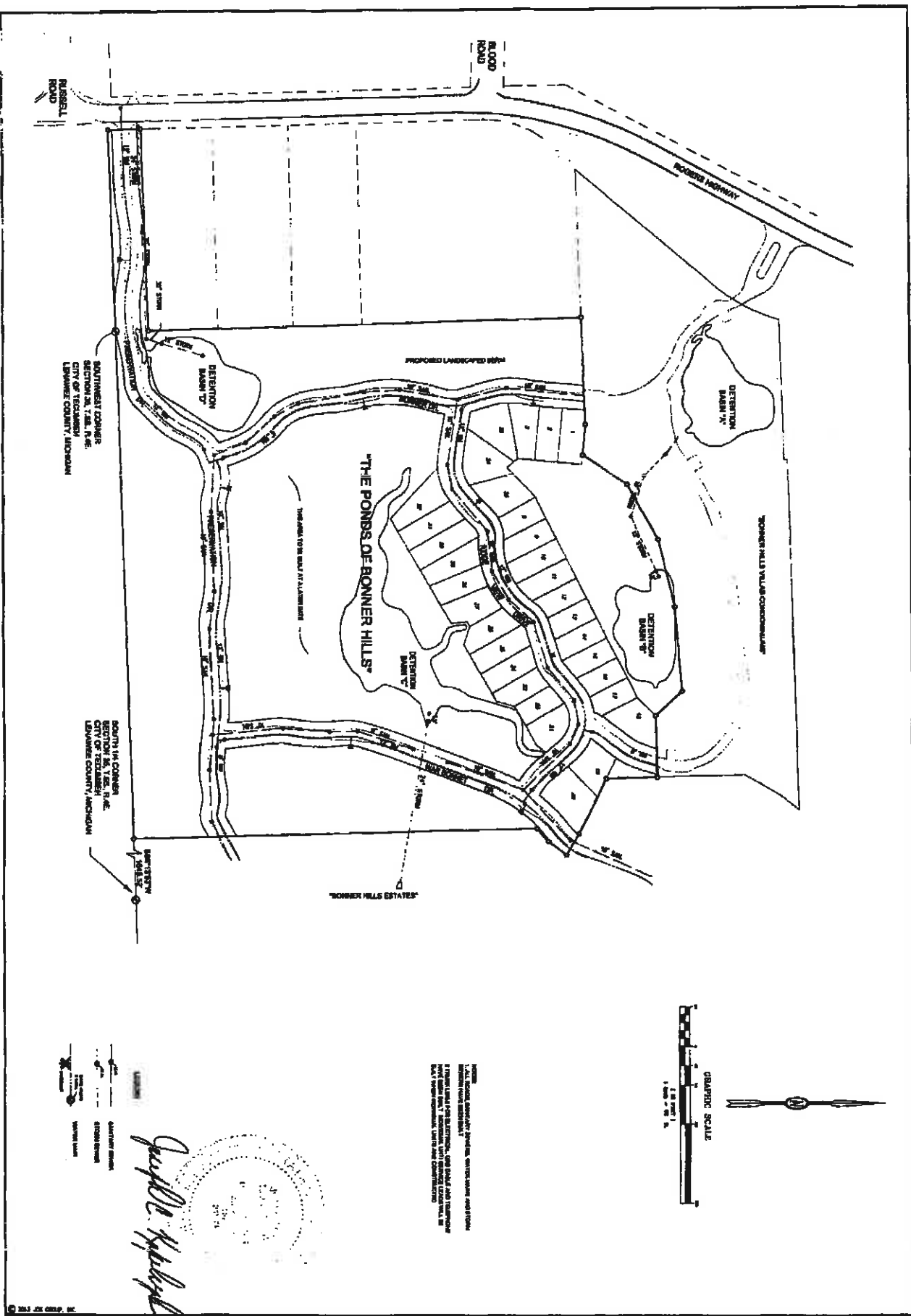


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James D. C. [Signature]
 ENGINEER
 1000 N. [Address]
 [City, State, Zip]

NOTE: ALL UTILITIES AND EXISTING STRUCTURES SHOWN ON THIS PLAN ARE LOCATED WITHIN A 5' BUFFER OF THE SHOWN COMMON ELEMENT EASEMENT PROPERTY BOUNDARIES. EXISTING UTILITIES ARE NOT SHOWN ON THIS PLAN.



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Joseph H. Hildebrand

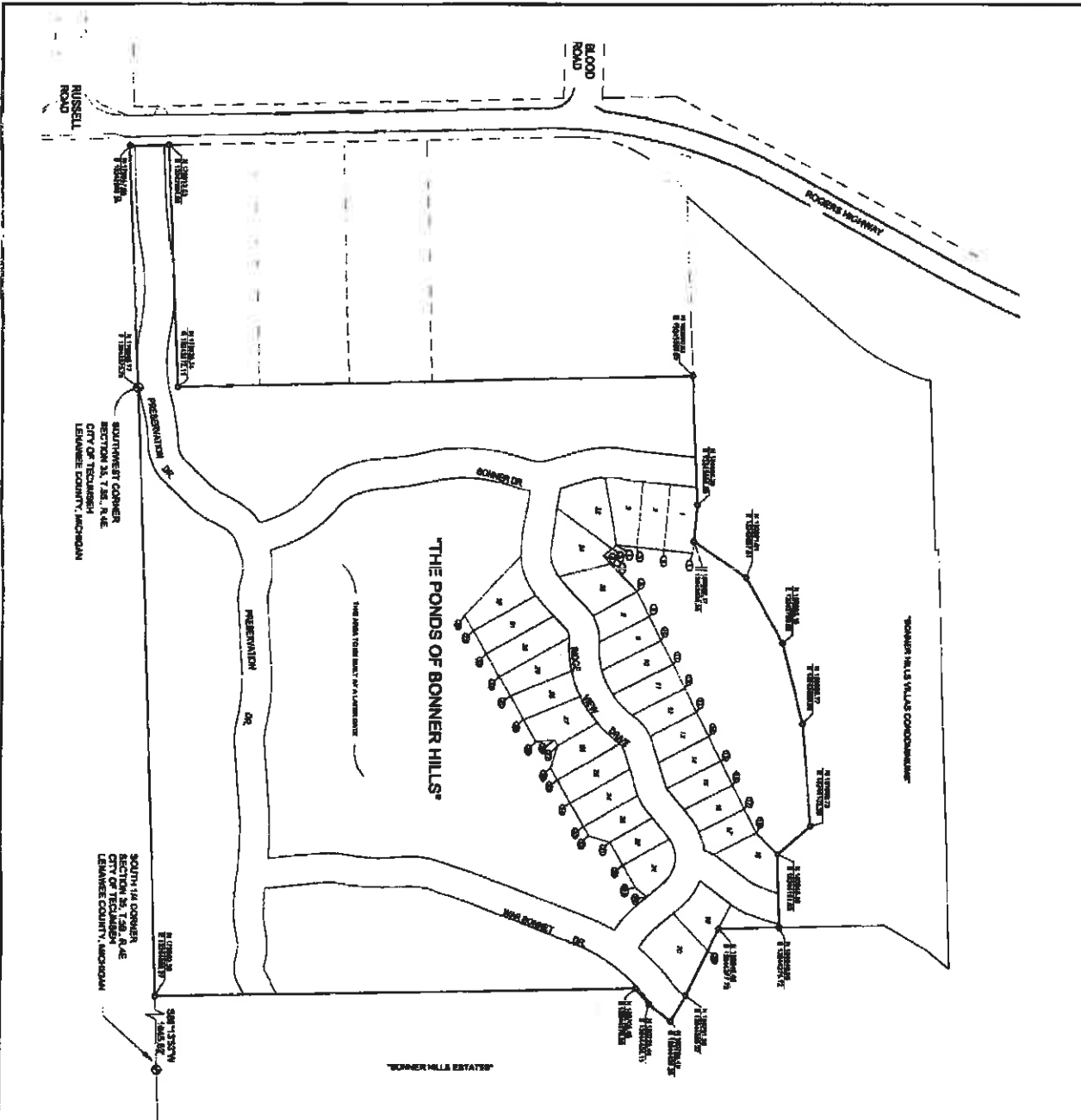


ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES SHOWN ON THIS PLAN AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THE UTILITIES SHOWN ON THIS PLAN AND HAS NOT OBSERVED THE UTILITIES SHOWN ON THIS PLAN IN OPERATION. THE ENGINEER HAS NOT OBSERVED THE UTILITIES SHOWN ON THIS PLAN IN OPERATION. THE ENGINEER HAS NOT OBSERVED THE UTILITIES SHOWN ON THIS PLAN IN OPERATION.

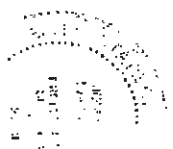


THE PONDS OF BONNER HILLS CONDOMINIUMS CITY OF YECLEAREN, MICHIGAN	Drawn: LSE	UTILITY PLAN		Drawing Engineer/Lead Designer Professional Services 4111 Amphlett Rd., Commerce Twp., MI 48384 Phone (248) 262-2622 Fax (248) 262-2626
	Designed: JHK			
	Checked: JHK			

© 2007 J.E.K. ENGINEERS, INC.



David C. Kopylov



LEGEND
 BOUNDARY OF ADJACENT PROPERTY

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