

**Section 4**

**Section  
4**

**Third Amendment  
To  
Master Deed**

APR 23 1998

Liber-29841 Page-6663.0  
98143101LS 4/27/1998 08:23PM

EXAMINED AND APPROVED

DATE APR 23 1998

BY MC

DANIEL P. LANE  
PLAT ENGINEER

*N/C*

\$16.00 DEED

RECORDED

FOREST E. YOUNGBLOOD, REGISTER OF DEEDS  
WAYNE COUNTY, MI

Receipt #64430

**THIRD AMENDMENT TO MASTER DEED** ~~OF~~ **REDEMPTION**  
**EMERALD POINTE NORTH CONDOMINIUM**

This Third Amendment to Master Deed is made and executed this 17<sup>th</sup> day of April, 1998, by E.B.Y. Development, Inc., a Michigan Corporation, Developer, whose address is 9738 Gratiot Road, Columbus, MI 48063.

**WITNESSETH:**

WHEREAS, E.B.Y. Development, Inc., a Michigan Corporation, successor Developer for Emerald Pointe North Condominium, which Master Deed is dated January 21, 1992, and recorded July 7, 1992, in Liber 25875, Pages 799 through 841 and known as Wayne County Condominium Subdivision Plan No. 316, desires to amend said Master Deed pursuant to the authority reserved in Article VIII contained therein;

NOW THEREFORE, E.B.Y. Development, Inc., does, upon the recording hereof, amend the Master Deed, as follows:

1. Article VI - "Easement for Maintenance of Encroachments", shall be relabeled and shall hereafter be entitled and referred to as Article VI - "Easement for Maintenance of Encroachments and Utilities".
2. Article VIII - "Amendments", shall have added at its conclusion the following new article:

**"ARTICLE IX - CONTRACTION OF CONDOMINIUM"**

Emerald Pointe North Condominium is established as a contractible Condominium in accordance with the provisions of this Article IX:

- A. Developer reserves the right, but not an obligation, to contract the Condominium.
- B. There are no restrictions or limitations on Developer's right to contract the Condominium except as provided herein. The consent of any Co-owner shall not be required to contract the Condominium. All of the

EMERALD POINTE NORTH  
THIRD AMENDMENT TO  
MASTER DEED

WAYNE COUNTY TREASURER  
4-28-98 KZR  
*N/C*

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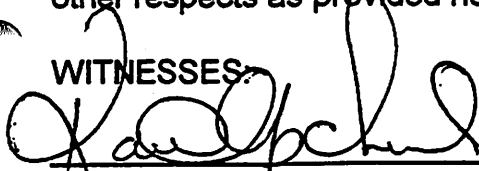
Co-owners and Mortgagees of Units and any person interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction and to the allocation or reallocation of percentages of value of existing Units which Developer may determine in accordance with Article V hereof in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made 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 herein. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium.

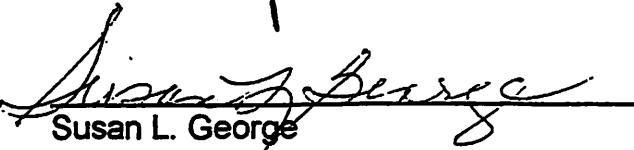
- C. The Developer's right to contract the Condominium Project shall expire within ninety (90) days after the recording of the Third Amendment to Master Deed.
- D. Any land withdrawn from the Condominium by a contraction may not be added back to the Condominium in any subsequent expansion.
- E. The land which may be withdrawn from the Condominium includes the Hix Road and Koppnick Road right-of-ways as depicted in Exhibit "B", but does not include any land in which any Condominium Unit has been conveyed to a non-Developer Co-owner and the roadway and Common Elements adjacent to such Unit or Units and such contiguous land thereto as may be necessary to comply with setback and space requirements imposed by any statute, ordinance or building authority. The land which may be withdrawn may be withdrawn as one (1) parcel or in separate parcels at different times in any order, the boundaries of which separate parcels shall include all land adjacent thereto but shall exclude any land necessary to service the remaining roads for ingress and egress, and the aforesaid setback and space requirements.
- F. The minimum number of Units which may remain after the contraction shall be Condominium Units 1 through 280, inclusive.

- G. Any amendment to the Master Deed which alters the number of Condominium Units in the Condominium shall readjust the existing percentages of value of Condominium Units as set forth in Article V hereof to preserve a total value of 100% for the entire Condominium Project. Percentages of value shall be readjusted and, in all events, the percentages of value for remaining Units shall be equal.
  
- H. Any contraction shall be deemed to have occurred at the time of the recording of a deed, other conveyance or an amendment to this Master Deed embodying all essential elements of the contraction. At the conclusion of the contraction of the Condominium, a consolidating Master Deed and plans showing the Condominium as contracted shall be prepared and recorded by the Developer. A copy of the recorded consolidating Master Deed shall be provided to the Association and to each Co-owner."


**IN ALL OTHER RESPECTS**, other than as herein above indicated, the original Master Deed of Emerald Pointe North Condominium, as recorded, including subsequent First and Second Amendments to Master Deed, are hereby ratified and shall be read and interpreted in all other respects as provided herein.

WITNESSES:

  
 \_\_\_\_\_  
 Katherine Upchurch

  
 \_\_\_\_\_  
 Susan L. George

E.B.Y. DEVELOPMENT, INC., DEVELOPER

By:   
 \_\_\_\_\_  
 ROBERT G. EISENHARDT  
 Its: President

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF MACOMB )

On this 17<sup>th</sup> day of April, 1998, before me personally appeared Robert G. Eisenhardt, who being duly sworn, did say that he is President of E.B.Y. Development, Inc., a Michigan Corporation, and that this instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said Robert G. Eisenhardt, on behalf of the corporation, acknowledged this instrument to be the free act and deed of said corporation.



Susan L. George, Notary Public  
Macomb, Acting in Oakland County, Michigan  
My Commission Expires: 09/12/00

PREPARED BY AND WHEN  
RECORDED RETURN TO:

Martin H. Neumann, Esq.  
NEUMANN & CANJAR  
6810 South Cedar, Suite 16  
Lansing, MI 48911

EMERALD POINTE NORTH  
THIRD AMENDMENT TO  
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