

**Section 6**

**Fifth Amendment  
To  
Master Deed**

**Section  
6**

SEP 09 2002

Li-36742 Pa-198  
202482366 9/09/2002  
Bernard J. Youngblood  
Wayne Co. Register of Deeds

\$83.00 DEED

\$4.00 RECONUMENTATION  
Receipt #148871

RECORDED

BERNARD J. YOUNGBLOOD, REGISTER OF DEED  
WAYNE COUNTY, MI

FIFTH AMENDMENT TO MASTER DEED

OF

EMERALD POINTE NORTH

WHEREAS, Emerald Pointe North was established as a residential condominium project in the City of Westland, County of Wayne, State of Michigan, by the recording of a Master Deed on July 7, 1992, in Liber 25875, Pages 799 through 841, First Amendment to Master Deed in Liber 26338, Page 710, re-recorded at Liber 26358, Page 713, Second Amendment to Master Deed in Liber 26338, Page 686, re-recorded at Liber 26358, Page 718, Third Amendment to Master Deed in Liber 29841, Pages 6663 through 6666, and Fourth Amendment to Master Deed dated April 30, 2001, and recorded on November 2, 2001, in Liber 34762, Pages 3 through 17, Wayne County Records and was designated as Wayne County Condominium Subdivision Plan No. 16; and,

WHEREAS, Emerald Pointe North is administered by Emerald Pointe North Condominium Association, the Michigan non-profit corporation designated to administer the affairs of the project pursuant to said Master Deed; and,

WHEREAS, amendments to Article IV, Section C of the Master Deed and proposed Restated and Amended Condominium Bylaws were duly proposed, adopted and approved by the requisite majority of the co-owners and mortgage lenders in accordance with the requirements of the original Master Deed and Condominium Bylaws and as further provided by MCL 559.190 and MCL 559.190a.

NOW, THEREFORE, Article IV, Section C of the original Master Deed is hereby modified to read as follows:

C. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements shall be as follows:

1. The Association shall be responsible for the maintenance, decoration, repair and replacement of the roads, non-limited common element parking spaces, electrical and gas lines throughout the Project up to but not including the individual meters servicing each Unit.

2. The Association shall be responsible for the maintenance, decoration, repair and replacement of the telephone wiring network throughout the Project up to but not including the point of entry to each individual Unit.

AMINED AND APPROVED  
SEP 09 2002

DANIEL P. LANE  
DI AT ENGINEER

WAYNE COUNTY TREASURER  
9-9-2002 [Signature]

N/C  
R M D A 83 4R 25 P 5 LA

3. The Association shall be responsible for the maintenance, decoration, repair and replacement of the water distribution system, sanitary sewer system and storm drainage system including pumping systems throughout the Project up to but not including the point where the water distribution lines, sanitary sewer lines and drain lines enter the individual Units.

4. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit and which are intended for the common use or necessary to the existence, upkeep and safety of the Project.

5. Each individual Co-owner shall be responsible for the maintenance, decoration, repair and replacement of all Limited Common Elements appurtenant to the Co-owner's Unit, including but not limited to decks, patios, driveways, etc.

6. Each individual Co-owner shall be responsible for the maintenance, decoration, repair and replacement of all of the items listed in this Paragraph C 1 through 4 from and including the individual meter, if applicable, and/or individual point of connection or entry to the Unit. This shall include by way of example and not by limitation all equipment, fixtures, trim, appliances and all Limited Common Elements enumerated in Master Deed, Article IV, Paragraph B 1 through 5.


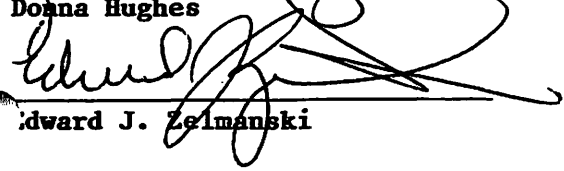
7. No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any Co-owner in the use and enjoyment of their Unit or the Common Elements.

8. Each Co-owner shall be responsible for all other work related to the Co-owner's Unit such as, but not limited to roofing, windows, doors, siding, brickwork, wood trim, gutters, internal plumbing, electrical, telephone, cable television, heating, cooling and ventilating systems and the Association shall have no responsibility therefore.

In all respects other than as indicated above, the originally recorded and previously amended Master Deed of Emerald Pointe North Condominium is hereby ratified, confirmed and redeclared. The attached Amended and Restated Bylaws (Exhibit A to Fifth Amendment to the Master Deed) supersede and replace the Condominium Bylaws that were attached as Exhibit A to the original Master Deed and any amendments to that document adopted prior to the date of this amendment.

WITNESSES:

EMERALD POINTE NORTH CONDOMINIUM ASSOCIATION

  
Donna Hughes  
  
Edward J. Zelmanski

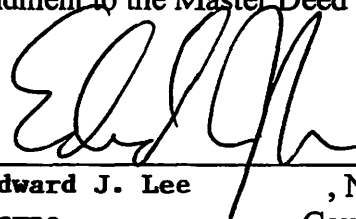
BY:   
Deborah Carver, President

STATE OF MICHIGAN)

) ss.

COUNTY OF WAYNE)

The foregoing Fifth Amendment to Master Deed of Emerald Pointe North was acknowledged before me, a notary public on the 27th day of August, 2002, by Deborah Carver, known to me to be the President of Emerald Pointe North Condominium Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by affirmative vote of the co-owners of the Association and that she has executed this Fourth Amendment to the Master Deed as her own free act and deed on behalf of the Association.



Edward J. Lee, Notary Public  
Wayne County, Michigan

My Commission Expires: 7-13-04

DRAFTED BY AND WHEN  
RECORDED RETURN TO:  
D. DOUGLAS ALEXANDER (P29010)  
217 W. ANN ARBOR RD., STE. 212  
PLYMOUTH, MI 48170