9102877 Page 1 of 54 LIBER 26193 PAGE 355 09/13/2019 10:39:56 AM Macomb County, MI SEAL Fred Miller, Clerk/Register of Deeds Receipt # 60743

### JADE FOREST CONDOMINIUM

# AMENDED AND RESTATED MASTER DEED

This Amended and Restated Master Deed is made and executed on this day of 2019, by Jade Forest Condominium Association, a Michigan Nonprofit Corporation, whose address is c/o 33228 W. 12 Mile Road, PMB 294, Farmington Hills, Michigan 48334, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

#### RECITALS:

WHEREAS, this Condominium was established by the recording of the Master Deed recorded in Liber 4345, Pages 124 through 173, inclusive, as amended by First Amendment to the Master Deed recorded in Liber 4415, Pages 118 through 120, inclusive, Macomb County Records, and designated as Macomb County Condominium Subdivision Plan No. 265.

WHEREAS, the Association desires by recording this Amended and Restated Master Deed (hereinafter sometimes "Master Deed"), together with the Amended and Restated Bylaws attached hereto as Exhibit "A", and together with the Condominium Subdivision Plan attached to the initial Master Deed as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to re-establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium under the provisions of the Act.

WHEREAS, the aforestated amended documents were passed by at least sixty-six and two-thirds percent (66-2/3%) of the qualified Co-owners of Jade Forest Condominium, pursuant to an action conducted without a meeting which concluded on

February 5, 2019, and pursuant to the approval of sixty-six and two-thirds percent (66-2/3%) of the first mortgagees obtained on June 10, 2019, pursuant to the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act", specifically section 90a (MCL 559.190a).

NOW, THEREFORE, the Association does, upon the recording hereof, reestablish Jade Forest Condominium as a Condominium under the Act and does declare that Jade Forest Condominium (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such re-establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Act, and as same may be amended, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" hereto and "B" to the initial Master Deed, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

### ARTICLE I TITLE AND NATURE

The Condominium shall be known as Jade Forest Condominium, Macomb County Condominium Subdivision Plan No. 265. The architectural plans for this Condominium were approved by the proper governmental authorities. The Condominium was established in accordance with Act 59, Public Acts of 1978. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, volume and area of each Unit therein, and the designation of Common Elements as General Common Elements or Limited Common Elements are set forth in the Condominium Subdivision Plan attached as Exhibit "B" to the initial Master Deed and/or in Article IV of this Master Deed. Each building contains individual Units created for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed.

### ARTICLE II LEGAL DESCRIPTION

The land which was submitted to the Condominium established by this Master Deed is particularly described as follows:

The real property which is currently dedicated to the Condominium Project established hereby is situated in the City of Roseville, Macomb County, Michigan. Its legal description is as follows:

PHASE I – Lots 2, 3 and 4, McMinn Subdivision, according to the plat thereof as recorded in Liber 12 of Plats at page 38, Macomb County Records.

PHASE II – Lots 5, 6 and 7, McMinn Subdivision, according to the plat thereof as recorded in Liber 12 of Plats at page 38, Macomb County Records.

and subject to all lawful easements, restrictions and right-of-ways of record and all governmental limitations.

# ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" hereto and "B" to the initial Master Deed, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations, if any, of Jade Forest Condominium Association, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Jade Forest Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. <u>Arbitration Association</u>. "Arbitration Association" means the American Arbitration Association or its successor.

Section 3. <u>Association</u>. "Association" means Jade Forest Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

- Section 4. <u>Board of Directors or Board</u>. "Board of Directors" or "Board" means the Board of Directors of Jade Forest Condominium Association, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.
- Section 5. <u>Bylaws</u>. "Bylaws" or "Amended and Restated Bylaws" means Exhibit "A" hereto, as the same from time to time hereafter may be amended or amended and restated by an instrument duly executed and acknowledged in accordance with the Bylaws and the Act and recorded in the office of the Macomb County Register of Deeds, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.
- Section 6. <u>Common Elements</u>. "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.
- Section 7. <u>Condominium Documents</u>. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" hereto and "B" to the initial Master Deed, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended and/or restated from time to time.
- Section 8. <u>Condominium Premises</u>. "Condominium Premises" means and includes the land described in Article II above, and the buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging to Jade Forest Condominium as described above.
- Section 9. <u>Condominium Project, Condominium or Project.</u> "Condominium Project", "Condominium" or "Project" means Jade Forest Condominium as a Condominium established in conformity with the provisions of the Act.
- Section 10. <u>Condominium Subdivision Plan</u>. "Condominium Subdivision Plan" means the Condominium Subdivision Plan of Jade Forest Condominium as surveyed by MCS Associates, Inc. of Sterling Heights, Michigan, which is attached as Exhibit "B" to the initial Master Deed, and all amendments and re-plats thereof which from time to time may be recorded in the office of the Macomb County Register of Deeds.
- Section 11. <u>Co-owner</u>. "Co-owner" means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. <u>Master Deed</u>. "Master Deed" means this Master Deed, as the same from time to time hereafter may be amended by one or more instrument(s) duly executed and acknowledged in accordance with the requirements of the Master Deed, the Act and other applicable laws, if any, of the State of Michigan, and duly recorded in the office of the Macomb County Register of Deeds, being the Condominium Document recording the Condominium Project which is required by Section 8 of the Act.

Section 13. Roseville, City or City of Roseville. "Roseville", "City" or "City of Roseville" means the City of Roseville, Macomb County, Michigan, a Michigan municipality.

Section 14. <u>Unit or Condominium Unit</u>. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Jade Forest Condominium as such space may be described in Exhibit "B" to the initial Master Deed and in Article V, Section 1 below, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Other terms which may be utilized in the Condominium Documents and which are not defined herein above shall have the meanings as provided in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

### ARTICLE IV COMMON ELEMENTS AND RESPONSIBILITIES

The Common Elements of the Condominium, described in Exhibit "B" attached to the initial Master Deed, and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

Section 1. General Common Elements. The General Common Elements are:

- (a) Land, Roads, Sidewalks Stairways, Parking, Landscaping. Except as specifically limited in this Article IV or in Article V, the land described in Article II hereof, including roads, sidewalks, stairways, unassigned parking spaces, lawns, landscaping, and yards, and all rights appertaining thereto, together with sidewalks in the adjacent public rights of way.
- (b) <u>Electrical System</u>. The electrical wiring throughout the Condominium Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.

- (c) <u>Telephone Network</u>. The telephone wiring throughout the Condominium Project.
- (d) <u>Plumbing System</u>. The plumbing network throughout the Condominium Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (e) <u>Water System, Stormwater System, Sanitary Sewer System.</u> The water distribution system, storm water discharge system and sanitary sewer system throughout the Condominium Project.
- (f) Foundations and Structural Components. Foundations, supporting columns, Unit perimeter walls and other walls as shown on Exhibit "B", roofs, ceilings, ground level construction, floor construction between Units, any space between the ceiling and the roof and between ground level Units and second level Units, and between the ground or foundation and the ground level construction.
- (g) <u>Gas System</u>. The gas line network throughout the Condominium Project, including that contained in any Unit walls, up to the point of connection with gas fixtures in any Unit.
- (h) <u>Television Cable Networks</u>. Any television cable network or facilities that may from time to time be installed in the Condominium Project.
- (i) <u>Security Lighting System</u>. The security lighting system in the Condominium Project.
- (j) <u>Sprinkling System</u>. The sprinkling system in the Condominium Project.
- (k) <u>Meeting Room.</u> The meeting room in the Condominium Project.
- (I) Other. Such other elements of the Condominium Project not herein designated as General Common Elements or Limited Common Elements which are not enclosed within the boundaries of any Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Association's interest therein.

Section 2. <u>Limited Common Elements</u>. The Limited Common Elements, except as otherwise provided in this Section 2, shall be appurtenant to the Unit or Units to which they are attached or adjacent or which they service (or which they are deemed by Exhibit B to benefit) and limited in use to the Co-owners of such Unit, or their designee, are:

- (a) <u>Interior Surfaces</u>. The interior surfaces of Unit perimeter walls; and the interior surfaces of the ceilings and floors contained within a Unit.
- (b) <u>Balconies</u>. Balconies on second floor Units.
- (c) Parking Spaces and Carports. One (1) parking space or carport assigned to the Unit.
- (d) <u>Eight (8) by Thirteen Floor Area Adjacent to Front Doors at Ground Level</u>. Designated eight (8) foot by thirteen (13) foot area adjacent to front door of ground level Units.
- (e) Windows, Doorwalls and Unit Entry Doors. The windows, doorwalls and Unit entry doors.
- Section 3. <u>Responsibilities</u>. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements, of certain mechanical devices and for payment of utility bills are as follows:
- (a) Interior Surfaces, Balconies, and Eight (8) by Thirteen (13) Foot Areas. The responsibility and costs of decorating, cleaning, and maintaining, but not of repairing or replacing, except in the case of Co-owner fault, of the Limited Common Elements described in subparagraphs (a), (b) and (d) in this Section 2 hereinabove shall be borne by the Co-owner of the Unit to which such Limited Common Elements appertain. In the case of Co-owner fault, the Co-owner shall be assessed for the cost of the repair and/or replacement, and the Association shall be responsible to perform such repair and/or replacement. Notwithstanding anything in the Condominium Documents to the contrary, the costs of repair and replacement of any drywall damaged from the inside of the Unit shall, unless covered by insurance held by the Association for the benefit of the Co-owner, be borne by the Co-owner of the Unit.
- (b) Parking Spaces and Carports. The responsibility and costs for maintenance, repair and replacement of the parking spaces and carports referenced in Article IV, Section 2(c) hereinabove shall be borne by the Association.
- (c) Unit Windows, Doorwalls, Entry Doors. The responsibility and costs for maintenance, repair and replacement of the Unit windows, window screens, storm windows, doorwalls, the entry door, and screen door, as referenced in Section 2(e) hereinabove shall be borne by the Co-owner of the Unit to which they service. The style and color of each window, window screen and storm, doorwall and entry door and any screen door, described herein shall be subject to the prior express written approval of the Board of Directors of the Association, pursuant to the provisions of Article VI, Section 3 of the Amended and Restated Bylaws (Exhibit "A" hereto). The Association may, in its sole discretion, periodically paint the front entry door.

- (d) Appliances, etc. The responsibility and costs of decorating, maintaining, repairing, and replacing smoke alarms, the heating/air conditioning unit, hot water heater, internal Unit plumbing, dishwasher, electric cook stove and oven, garbage disposal, exhaust fans, lighting and other items servicing a Unit that are not Common Elements, whether or not they are located within the Unit they service, shall be the sole responsibility of the Co-owner whose Unit is serviced by such items.
- (e) Other. Except as provided above, the responsibility and costs of maintaining, decorating, repairing and replacing all General Common Elements and other Limited Common Elements, not designated and the Co-owners' responsibility hereinabove, shall be borne by the Association, except to the extent of maintenance, repair, or replacement due to the act or neglect of a Co-owner or the Co-owner's agent, guest, invitee, lessee, family member, or pet, for which costs such Co-owner shall be assessed and which maintenance, repair, or replacement shall be performed by the Association, and which may be collected pursuant to Article II of the Amended and Restated Bylaws (Exhibit "A" hereto).
- (f) <u>Utilities</u>. Each Co-owner shall be responsible for payment of all of the utilities attributable to the Co-owner's Unit. Electric service and other utility charges for the security lighting system, sprinkling system and meeting room shall be borne by the Association, as an expense of administration.
- (g) Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV, Section 3.

Any maintenance, repair, or replacement (the cost of which is to be borne by the Coowner) may, if not performed by the Co-owner, be performed by or under the direction of the Association, and the cost may be assessed against the responsible Co-owner, and which may be collected pursuant to Article II of the Amended and Restated Bylaws (Exhibit "A" hereto), and subject to any provisions of the Amended and Restated Bylaws (Exhibit "A" hereto) expressly to the contrary.

Section 4. <u>Use of Units and Common Elements</u>. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

# ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. <u>Description of Units</u>. The total number of Units in the Condominium Project is 40. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of Jade Forest Condominium as surveyed by MCS Associates, Inc. of Sterling Heights, Michigan, and which Plan is attached to the initial Master Deed as Exhibit "B".

The Condominium Units, including their number, boundaries, dimensions and area and the volume of each Unit shall include all that space contained within the interior finished, unpainted walls and ceiling and from the finished subfloor, all as shown on floor plans and sections in Exhibit "B" hereto, but not any Common Elements contained therein, as depicted by the heavy black line shown on the Plan around the perimeter of each Condominium Unit.

The Co-owner of a Unit shall not own or tamper with any structural components contributing to the support of the building in which such Unit is located, including but not limited to support columns, nor any pipes, wires, conduits, ducts, flues, shafts or public utility lines situated within such Unit which service or comprise the Common Elements or a Unit or Units in addition to the Unit where located. Easements for the existence, maintenance and repair of all such structural components shall exist for the benefit of the Association.

Section 2. <u>Percentages of Value</u>. The percentage of value assigned to each Unit shall be equal which such equal value was based upon the market value, size and allocable expenses of maintenance of the Units. The percentages of value shall be determinative of each Co-owner's undivided interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds and expenses of administration, and of the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

Section 3. Relocation of Boundaries of Adjoining Units by Co-owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units and upon approval of the affected mortgagees of the Units. Upon written application of the Co-owners of the adjoining Condominium Units, and upon the approval of said affected mortgagees, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Master Deed shall identify the Condominium Units involved and shall state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof and such amendment shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units 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 such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association,

through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment 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. The amendment shall be delivered to the Co-owners of the Condominium Units involved upon payment by them of all reasonable costs for the preparation and recording thereof which may be assessed to and collected from the responsible Co-owner(s) in the manner provided in Article II of the Bylaws attached hereto as Exhibit "A".

#### ARTICLE VI EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement of a building, or of a foundation or support, or due to survey errors, or construction deviations, reciprocal easements, respectively benefitting and burdening each such Unit or Common Element, shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities and Common Elements in the Condominium, which easements shall be administered by the Association. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. <u>Grant of Easements by Association</u>. The Association, acting through its lawfully constituted Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

Section 3. Association Easements for Maintenance, Repair and Replacement. The Association, the City of Roseville, and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities for installation, operation, maintenance, repair, decoration, replacement, inspection or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to Common Elements located within any Unit or its appurtenant Limited Common Elements. The Association shall not be liable to the owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of

the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his installment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of annual assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of annual assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article II of the Bylaws (Exhibit "A" hereto) and the Act.

Section 4. Telecommunications Agreements and Security. The Association, acting through its duly constituted Board of Directors shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees and agreement for the provision of security services as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein and security services to the extent the Board deems it necessary. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association.

#### ARTICLE VII AMENDMENT

This Master Deed and the Bylaws (Exhibit "A" to the Master Deed) and the Condominium Subdivision Plan (Exhibit "B" to the initial Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of all of the Co-owners entitled to vote, except as hereinafter set forth:

Section 1. <u>Modification of Units or Common Elements</u>. A Co-owner's Unit dimensions or its appurtenant Limited Common Elements may not be modified without the written consent of the Co-owner.

Section 2. Change in Percentage of Value. The method or formula utilized to

determine the percentage of value assigned to any Unit for other than voting purposes shall not be modified without the written consent of the Co-owner and first mortgagee.

Section 3. <u>Association Right to Amend</u>. The Condominium Subdivision Plan, attached as Exhibit "B" to the initial Master Deed, may be amended by the Association without the consent of the Co-owners or mortgagees to show the Condominium "as-built" and to remove the depictions and references to the Phase III expansion area which was never added to this Condominium.

Section 4. Mortgagee Approval Requirement. Mortgagee approval of a proposed amendment to the Master Deed and/or Condominium Subdivision Plan is required by the Act, the amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of Units entitled to vote thereon. Mortgagees are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.

Section 5. <u>Recording of Amendments</u>. An amendment to this Master Deed, the Bylaws attached hereto as Exhibit "A", and/or the Condominium Subdivision Plan attached hereto as Exhibit "B" shall not be effective until the Amendment is recorded.

Section 6. <u>Termination, Vacation, Revocation and Abandonment</u>. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of eighty percent (80%) of the Co-owners and as otherwise allowed by law.

## ARTICLE VIII COMPLIANCE

In the event that any provision of this Master Deed conflicts with any provision of the Bylaws and Condominium Subdivision Plan, the provisions of the Master Deed shall govern.

Jade Forest Condominium Association,

a Michigan Nonprofit Corporation,

Kenneth M. Davis

Its: President

STATE OF MICHIGAN

) ss.

**COUNTY OF MACOMB** 

On this  $24^{H}$  day of 5uly, 2019, the foregoing Amended and Restated Master Deed was acknowledged before me by Kenneth M. Davis President of Jade Forest

Condominium Association, a Michigan Nonprofit Corporation, on behalf of said Corporation.

SHADI BARAKAT

NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OAKLAND My Commission Expires Sept. 19, 2024

Acting in the County of Macomb

, Notary Public

Acting in: Macomb County, Michigan

My Commission Expires: 09/19/2024

Amended and Restated Master Deed Drafted by and When Recorded Return to: ROBERT M. MEISNER, ESQ. THE MEISNER LAW GROUP, P.C. 30200 Telegraph Road, Suite 467 Bingham Farms, Michigan 48025-4506 (248) 644-4433

JadeForest/AMendedResatedMasterDeed/10.30.18