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170

106

Paula Johnson
INGHAM COUNTY
REGISTER OF DEEDS RECORDED L-3014 P-245
106 36.00 2003-019147

2003-019147
Page: 1 of 9
03/18/2003 08:14A

INGHAM COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held
by the state or any individual against the within description, and all
TAXES on same are paid for five years previous to the date of this
instrument as appears by the records of this office except as stated.
21705 JM
Eric Schertzing, Ingham County Treasurer
Sec. 135, Act 206, 1893 as amended

RECEIVED
FEB 14 2003
INGHAM COUNTY
REGISTER OF DEEDS

FIRST AMENDMENT TO RESTATED MASTER DEED

JOLLY CENTER CONDOMINIUM

Ingham County Condominium Subdivision Plan No. 165

23 THIS FIRST AMENDMENT TO RESTATED MASTER DEED is executed this
day of January, 2003 by Farm Meadows Company, a Michigan corporation, hereinafter
referred to as the "Developer," whose address is 4665 Dobie Road, Suite 130, Okemos,
Michigan 48864 (the "Developer"), pursuant to Act 59 of the Public Acts of 1978 of the State
of Michigan, as amended.

21705

WITNESSETH:

RECEIVED
FEB 18 2003
INGHAM COUNTY
REGISTER OF DEEDS

WHEREAS, Jolly Center Condominium was established pursuant to a Master
Deed which is now evidenced by a Restated Master Deed recorded dated June 17, 2002 and
recorded on July 8, 2002 at Liber 2966, Page 943, Ingham County Register of Deeds (the
"Master Deed"); and

WHEREAS, the Developer desires by recording this First Amendment to Restated
Master Deed to create a new Unit, to amend the percentages of value assigned to the Units,
to amend certain provisions of the Master Deed and the Condominium Bylaws and to
substitute pages 2, 3 and 4 of the Condominium Subdivision Plan attached thereto as Exhibit
B.

NOW THEREFORE, the Developer, upon recording of this First Amendment to
Restated Master Deed, declares that the following terms shall constitute an Amendment to the
Master Deed for the Condominium Project:

- 1. Article V, Section 3 of the Master Deed is amended to read as follows:

Percentage of Value Assignment. Set forth below are: (a) each Unit
number as it appears on the Condominium Subdivision Plan; and (b) the percentage of value
assigned to each Unit.

330202-33-457-007 p. 2A
-476-001 " "
-002 " "
-003 " "

Unit Number	Percentages of Value
1	21.03% 19.28
2	36.96% 31.30
3	10.42% 10.42
4	15.95% 17.21
5	15.64% 22.29

2. Article VI of the Master Deed is hereby deleted.
3. Article VIII, Section 3(a) of the Master Deed is amended to read as follows:

In addition to any rights to amend this Master Deed specifically reserved to the Developer elsewhere in this Master Deed, pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially change the right of a Co-owner or mortgagee, in which event Co-Owner and/or mortgagee consent shall be required as provided above.

4. Developer hereby acknowledges that the entire project is developed for the purposes set forth in Article VIII, Section 3(b) of the Master Deed.

5. Article II, Section 2(b) of the Condominium Bylaws is amended to read as follows:

Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding Three Thousand Dollars (\$3,000) for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which may be levied in the sole discretion of the Board of Directors) shall be levied only with the prior approval of more than seventy five percent (75%) of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

6. Article II, Section 6(a) of the Condominium Bylaws is amended to read as follows:

Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XX; Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

7. Article IV of the Condominium Bylaws is amended to read as follows:

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the Common Elements of the Project, if any, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workers' compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) **Insurance of Common Elements.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(c) **Premium Expenses.** All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be



required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the General Common Elements with such insurer as may, from time to time, provide such insurance for the Association. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the building and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit, and for his personal property located therein or thereon or elsewhere on the Condominium Project. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

Section 4. [Intentionally deleted.]



8. Article V, Section 1(b) of the Condominium Bylaws is amended to read as follows:

Unit or Improvements Thereon. If the damaged property is a Unit or any improvements thereon, the Co-owner of such Unit shall promptly rebuild or repair the damaged property. The Co-owner shall remove all debris and restore his Unit and the improvements thereon to a clean and slightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

9. Article VI, Section 8 of the Condominium Bylaws is amended to read as follows:

Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of all of the Co-owners in the Condominium. Reasonable regulations consistent with the Act and the Condominium Documents concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

10. Pages 2, 3 and 4 of the Condominium Subdivision Plan attached as Exhibit B to the Master Deed are hereby deleted and the attached pages shall be substituted in their place.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Restated Master Deed as of the day and year first written above.

Farm Meadows Company, a Michigan corporation

By: 

Brian L. Schroeder

Its: Vice President



STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 23 day of January, 2003, the foregoing First Amendment to Restated Master Deed was acknowledged before me by Brian L. Schroeder, the vice president of Farm Meadows Company, a Michigan corporation, on behalf of said corporation.

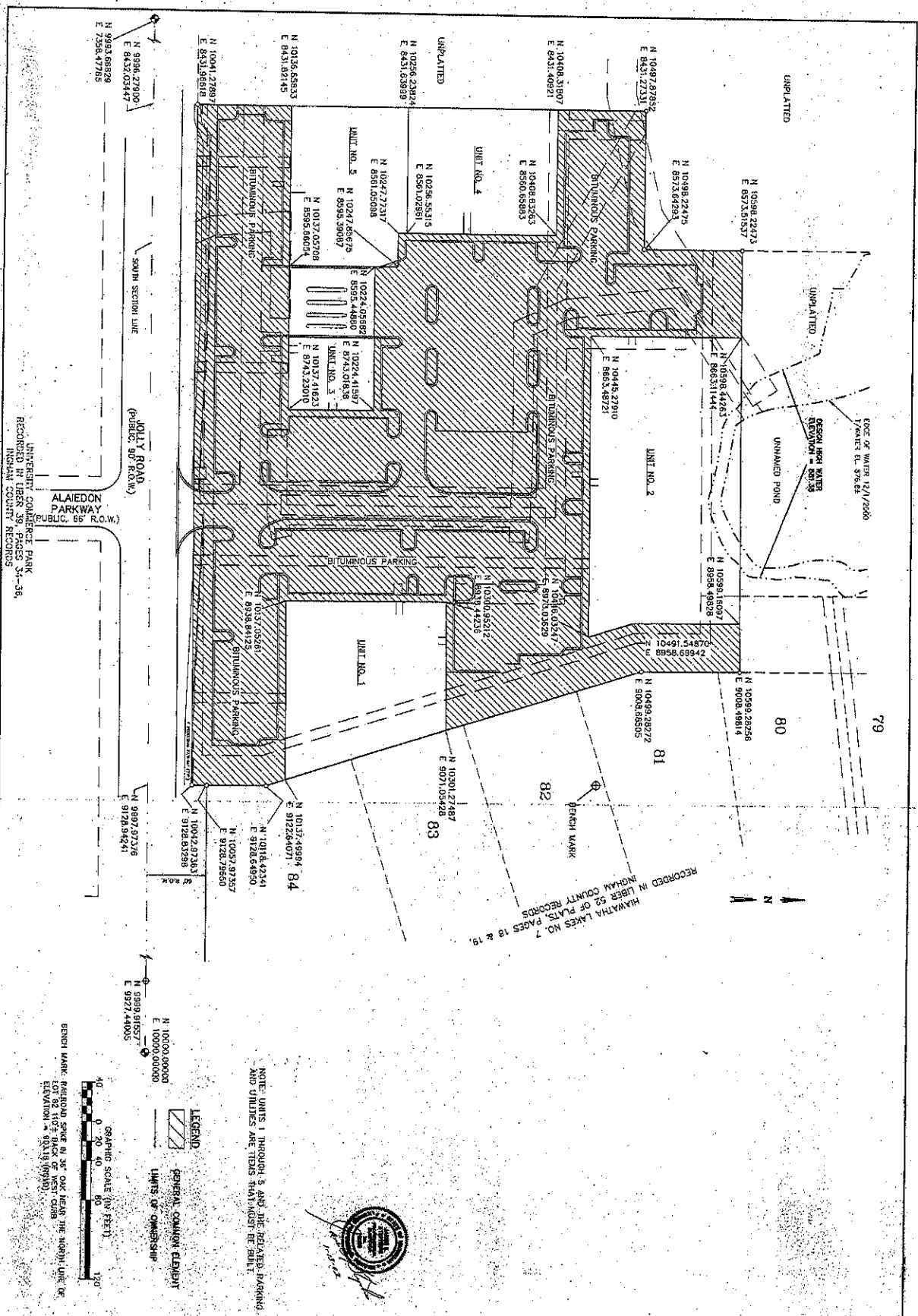
Martha L. Armstrong
martha L. ARMSTRONG
Notary Public
Eaton acting in Ingham County, Michigan
My Commission Expires: 4-21-05

Prepared by and when
recorded return to:

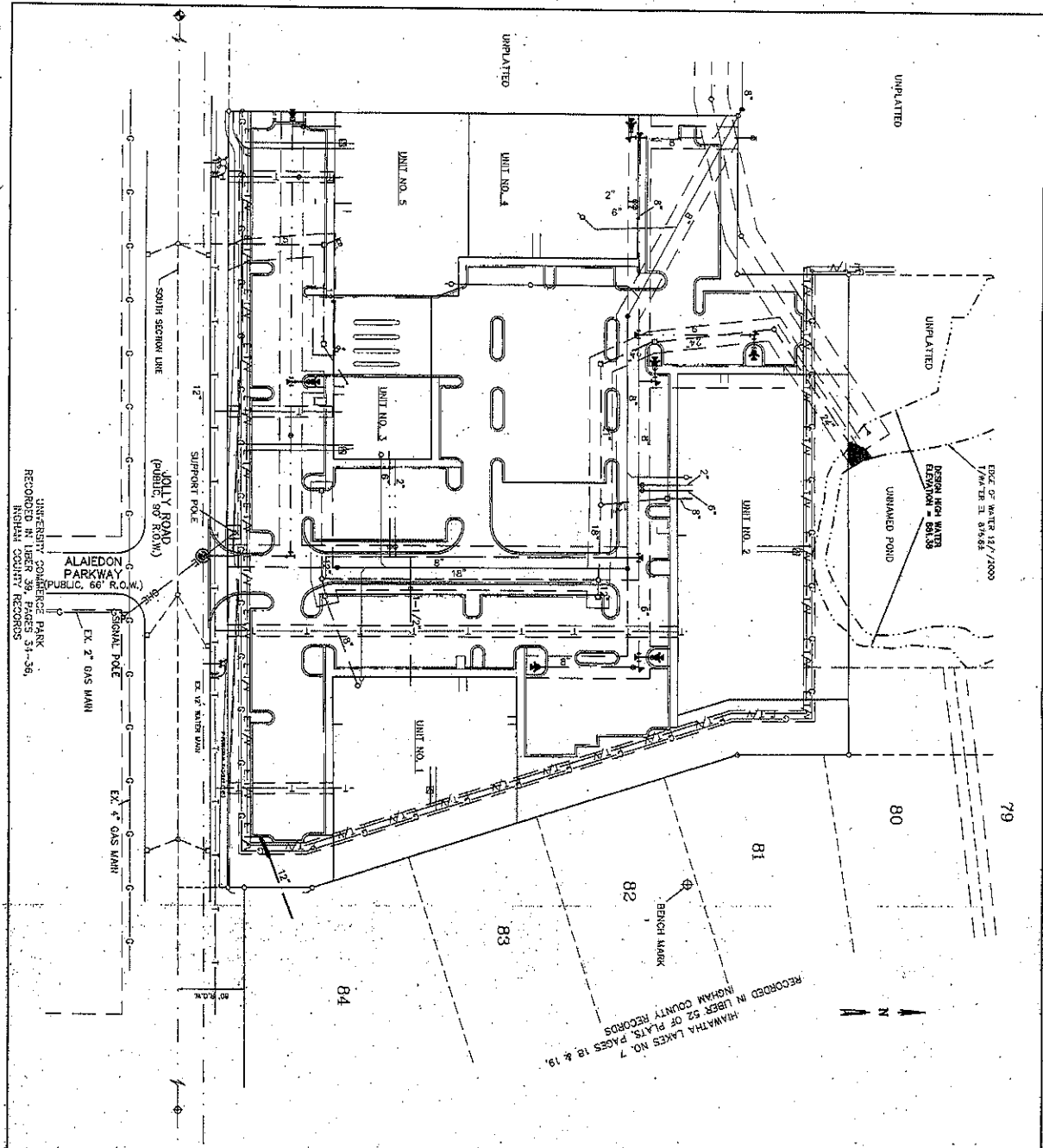
Gail A. Anderson, Esq.
McClelland & Anderson, L.L.P.
1305 South Washington Avenue
Suite 102
Lansing, Michigan 48910
(517) 482-4890

1212/011/first-amendment

 2003-019147
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03/18/2003 08:14A



DESIGNED BY: JES	DRAWN BY: DBG	SCALE: 1" = 40'	REVISIONS	DATE	ITEM	DATE
SHEET NO. 3	PROJECT NO. 99-10	APPROVED BY: KEITH SCHROEDER	DATE: 10/10/2002			
<p>NOTE: UNITS 1 THROUGH 5 AND THE RELATED PARKING AND UTILITIES ARE ITEMS THAT MUST BE BUILT.</p>			<p>LEGEND</p> <p>GENERAL COMMON ELEMENT</p> <p>LIMITS OF OWNERSHIP</p>			
<p>GRAPHIC SCALE (IN FEET)</p> <p>0 20 40 60 80 100</p> <p>BENCH MARK: REFERENCE SPOT IN NE CORNER OF WEST CURB LOT 82 10' S BACK OF WEST CURB ELEVATION = 902.19 (MVD)</p>			<p>RECORDED IN LIBER 52 OF PLATS PAGES 18 & 19 HAWAIIA LAKES NO. 7 IN HAWAII COUNTY RECORDS</p>			
<p>UNIVERSITY CONFERENCE PARK (PUBLIC, 90' R.O.W.)</p> <p>ALAMEDA PARKWAY (PUBLIC, 65' R.O.W.)</p> <p>JOLLY ROAD (PUBLIC, 90' R.O.W.)</p> <p>UNPLATTED</p> <p>UNNAMED POND</p> <p>GREEN IRON WATER TOWER - 20' DIA</p> <p>GRANITE MARK</p>			<p>SITE PLAN</p> <p>JOLLY CENTER CONDOMINIUM</p>			
<p>RECORDED IN LIBER 39, PAGES 34-36 IN HAWAII COUNTY RECORDS</p>			<p>Stephens-Kyes & Associates, Inc.</p> <p>Consulting Land Surveyors & Engineers</p> <p>1401 East Wahiawa Road, Suite 110 Wahiawa, Hawaii 96791 Phone: (808) 831-1111 Fax: (808) 831-1112</p>			



NOTE: UNITS 1 THROUGH 5 AND THE RELATED PARKING AND UTILITIES ARE ITEMS THAT MUST BE BUILT. EACH MARK, RAILROAD SPK IN 3" OAK NEAR THE NORTH LINE OF LOT 82 IS 1/2" BACK OF WEST CURB ELEVATION = 83.00 (ASST).

UTILITY LEGEND

UTILITY	LINE TYPE	LEAD SIZE	SOURCE OF INFORMATION	MISCELLANEOUS SYMBOLS
SANITARY SEWER	---	8"	MERIDIAN CHARTER TOWNSHIP	▲ MANHOLE
WATER	---	NOTED	MERIDIAN CHARTER TOWNSHIP	○ HYDRANT, ○ MANHOLE
STORM SEWER	---	NOTED	INGHAM COUNTY DRAIN COMMISSIONER	□ MANHOLE, □ CATCH BASIN
ELECTRIC	---	5/8"	CONSUMERS ENERGY	⊞ SVC. PREDISTAL UT TRANSFORMER
GAS	---	---	CONSUMERS ENERGY	
TELEPHONE	---	---	AMERITECH	
CABLE TELEVISION	---	---	AT&T, BROADBAND	

NOTE: THE LOCATION & SIZE OF THE UTILITIES SHOWN HEREON WERE OBTAINED FROM AVAILABLE UTILITY PLANS. STEPHENS-KYVES & ASSOCIATES, INC. IS NOT RESPONSIBLE FOR INFORMATION ON ANY OTHER UTILITIES NOT FOUND AND NOT SHOWN, AND THIS PLAN IS NOT INTENDED TO BE USED TO FIELD LOCATE UTILITIES IN ALL CASES. THE AUTHORITY GOVERNING EACH UTILITY SHOULD BE CONTACTED FOR ACCURATE LOCATION AND SIZE INFORMATION.

GRAPHIC SCALE (IN FEET)
 0 20 40 60 80 100 120

**INGHAM
 COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 165
 EXHIBIT B TO THE MASTER DEED OF
 JOLLY CENTER CONDOMINIUM, A SITE CONDOMINIUM,
 MERIDIAN TOWNSHIP, INGHAM COUNTY, MICHIGAN**

DEVELOPER
SP INVESTMENT LIMITED PARTNERSHIP
4665 DOBLE ROAD, SUITE #130
OKEMOS, MICHIGAN 48864

SURVEYOR
STEPHENS-KYES & ASSOCIATES, INC.
1401 EAST LANSING DRIVE, SUITE 112
EAST LANSING, MICHIGAN 48823

Legal Description

Commencing at the Southeast Corner of Section 33, T4N, R1W, Meridian Township, Ingham County, Michigan; thence S89°59'00"W 72.68 feet along the South Section Line to the Northeast Corner of Section 4, T3N, R1W, Abiection Township, Ingham County, Michigan; thence S89°13'38" W 798.50 feet along the South Section line; thence N00°08'22" W 45.00 feet to the point of beginning on the Northern right of way of the Jolly Road; thence S89°13'38" W 698.87 feet along said Northern right of way line; thence N00°05'37" W 456.60 feet; thence N89°51'53" E 142.57 feet; thence N00°04'23" W 100.00 feet; thence N89°51'39" E 434.98 feet to a point on the Westerly line of Haskaha Lakes No. 4 recorded in Liber 52 of Plans, pages 18 and 19, Ingham County records; thence along said Westerly line the following three courses, S00°00'20" E 100.00 feet; thence S17°29'07" E 383.31 feet; thence S00°08'22" E 75.45 feet to the point of beginning; containing 7.780 acres of land, more or less.

SHEET NO.	TITLE
1	TITLE SHEET
2	SURVEY PLAN
3	SITE PLAN
4	UTILITY PLAN

SHEET INDEX



APPROVED BY: JES	DRAWN BY: DBG	SCALE: NO SCALE	REVISIONS		
SHEET NO. 1	DATE: 6/18/2002		ITEM	DATE	DATE
PROJECT NO. 99-10	AUTHORIZED BY: KEITH SCHROEDER		SHEET INFORMATION	01/20/02	

TITLE SHEET
JOLLY CENTER CONDOMINIUM

Stephens-Kyes & Associates, Inc.
 Consulting Land Surveyors & Engineers
 1401 East Lansing Drive, Suite 112
 East Lansing, Michigan 48823
 Phone 517-331-8871 Fax 517-331-8876

2004 OCT 22 A 9:34

Paula Johnson-
INGHAM COUNTY
REGISTER OF DEEDS
OFFICIAL SEAL



L-3136 P-216

106 20.00

2004-066405



2004-066405

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10/22/2004 10:55 A

SECOND AMENDMENT TO RESTATED MASTER DEED

JOLLY CENTER CONDOMINIUM

Ingham County Condominium Subdivision Plan No. 165

THIS SECOND AMENDMENT TO RESTATED MASTER DEED is executed this 19th day of October, 2004 by Farm Meadows Company, a Michigan corporation, hereinafter referred to as the "Developer," whose address is 4665 Dobie Road, Suite 130, Okemos, Michigan 48864 (the "Developer"), pursuant to Act 59 of the Public Acts of 1978 of the State of Michigan, as amended.

WITNESSETH:

WHEREAS, Jolly Center Condominium was established pursuant to a Master Deed which is now evidenced by a Restated Master Deed recorded dated June 17, 2002 and recorded on July 8, 2002 at Liber 2966, Page 943, Ingham County Register of Deeds (the "Master Deed");

WHEREAS, the Master Deed was amended pursuant to a First Amendment to Restated Master Deed dated January 23, 2003 and recorded on February 4, 2003 at Liber 3014, Page 245 (the "First Amendment"); (the Master Deed and First Amendment are referred to hereafter as the "Master Deed"); and

WHEREAS, the Developer desires by recording this Second Amendment to correct the percentages of value assigned to Units 1, 2, 4 and 5 to accurately reflect the respective square footage of the buildings to be located thereon, and to amend certain provisions of the Master Deed.

NOW THEREFORE, the Developer, upon recording of this Second Amendment to Restated Master Deed, declares that the following terms shall constitute an Amendment to the Master Deed for the Condominium Project:

1. Article V, Section 2 is hereby amended to read as follows:

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative square footage of the building and related improvements to be constructed on the Units. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, if any, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

2. Article V, Section 3 of the Master Deed is amended to read as follows:

Section 3. Percentage of Value Assignment. Set forth below are: (a) each Unit number as it appears on the Condominium Subdivision Plan; and (b) the percentage of value assigned to each Unit.

Unit Number	Percentages of Value
1	18.78%
2	31.30%
3	10.42%
4	17.21%
5	22.29%

3. All other terms of the Master Deed not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to Restated Master Deed as of the day and year first written above.

Farm Meadows Company, a Michigan corporation

By: Keith L. Schroeder
Keith L. Schroeder
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

Acknowledged before me in Ingham County, Michigan, on October 19th, 2004, by Keith L. Schroeder, president of Farm Meadows Company, a Michigan corporation, for the corporation.

Penny F. Wisinski
Notary Public
Ingham County, Michigan
My Commission Expires: June 27, 2006
Acting in Ingham County, Michigan

Prepared by and when recorded return to:

Gail A. Anderson, Esq.
McClelland & Anderson, L.L.P.
1305 South Washington Avenue
Suite 102
Lansing, Michigan 48910
(517) 482-4890

PENNY F. WISINSKI
Notary Public, Ingham County, MI
My Commission Expires Jun. 27, 2006

