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**OF THE MEADOWS CONDOMINIUM**

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**AMENDED AND RESTATED MASTER DEED OF  
THE MEADOWS CONDOMINIUM**

**(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)**

**LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 232**

This Amended and Restated Master Deed is executed on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by The Meadows Condominium Homeowners Association, a Michigan nonprofit corporation (the "Association"). The Association's registered office is 10327 E. Grand River Avenue, Suite 403, Brighton, Michigan 48116, and the Association is represented by Richard Parker, the President of the Association, who is authorized to act on the Association's behalf.

The Meadows Condominium was established as a condominium project by the recording of the original Master Deed recorded at Liber 3107, Pages 994 through 1063, inclusive, known as Livingston County Condominium Subdivision Plan No. 232, and the original Master Deed was amended by the First Amendment to Master Deed, recorded at Instrument No. 2011R-014592, and the Second Amendment to Master Deed, recorded at Instrument No. 2020R-042328, Livingston County Records.

The Association now amends the Master Deed and Bylaws of The Meadows Condominium pursuant to MCL 559.190 and MCL 559.190a, Article IX of the Master Deed, and Article XI of the Condominium Bylaws. The Master Deed for The Meadows Condominium, which was recorded at Liber 3107, Pages 994 through 1063, inclusive, Livingston County Records, is superseded (except for the Condominium Subdivision Plan). The Condominium Subdivision Plan for The Meadows Condominium, recorded at Liber 3107, Pages 994 through 1063, inclusive, Livingston County Records, remains in effect and unchanged.

This amendment does not enlarge the Common Elements of the existing Condominium Project or alter the existing Percentages of Value in the project.

The Amended and Restated Master Deed of The Meadows Condominium is effective upon recording.

**ARTICLE I  
TITLE AND NATURE**

**Section 1.      Condominium Name and Subdivision Plan Number.**

The Condominium is known as The Meadows Condominium, Livingston County Condominium Subdivision Plan No. 232.

**Section 2.      Voting.**

Co-owners have voting rights in The Meadows Condominium Homeowners Association as set forth in this Amended and Restated Master Deed, the Amended and Restated Bylaws, and the Association's Amended and Restated Articles of Incorporation.

**ARTICLE II  
LEGAL DESCRIPTION**

The legal description for the Condominium Project is as follows:

Beginning at the Northeast corner of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan, same being the Southeast Corner of Section 2, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 02°42'25" East 452.54 feet along the East line of said Section 11, also being the centerline of Pinckney Road (D-19) (50 foot wide 1/2 Right-of-Way); thence South 88°40'58" West 1374.41 feet; thence North 02°48'54" East 317.70 feet; thence North 30°20'38" West 155.00 feet; thence South 88°40'58" West 841.18 feet along the North line of said Section 11, also being the South line of said Section 2; thence North 01°22'00" West 730.60 feet along the East line of "Peavy Road Estates No.1" (Liber 13 of Plats, Pages 24 and 25, Livingston County Records); thence the following two courses along the South line of Outlot "D" of said "Peavy Road Estates No. 1": South 88°38'00" West 210.00 feet and Southwesterly 47.12 feet along the arc of a 30.00 foot radius curve to the left, through the central angle of 90°00'00" and which chord bears South 43°38'00" West 42.43 feet; thence North 01°22'00" West 126.00 feet along the West line of said Outlot "D", also being the East line of Peavy Road (100 foot wide Right-of-Way); thence the following two courses along the North line of said Outlot "D": Southeasterly 47.12 feet along the arc of a 30.00 foot radius curve to the left, through the central angle of 90°00'00" and which chord bears South 46°22'00" East 42.43 feet and North 88°38'00" East 210.00 feet; thence North 01°22'00" West 425.00 feet along said East line of "Peavy Road Estates No. 1"; thence North 88°40'58" East 984.10 feet; thence South 00°53'25" East 1221.63 feet; thence North 88°40'58" East 1282.99 feet along the South line of said Section 2 to the Place of Beginning. Being the Outlot "D" of "Peavy Road Estates No. 1" (Liber 13 of Plats, Pages 24 and 25, Livingston County Records) and also a part of the Southeast 1/4 of Section 2 and part of the Northeast 1/4 of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan. Containing 42.01 acres, more or less.

The Developer expressly excepts and reserves the oil, gas, and other mineral rights that may be produced from the property.

### **ARTICLE III DEFINITIONS**

The terms utilized in this Amended and Restated Master Deed and Exhibits “A” and “B” are also utilized in the other Condominium Documents and will have the same meaning. Wherever the terms set forth below are utilized in the Condominium Documents, they will have the following meanings:

A. “Additional Assessment” means the increase in Annual Assessment or other Assessments levied by the Board of Directors pursuant to the Condominium Documents, other than Special Assessments.

B. “Amended and Restated Bylaws” means the attached Exhibit “A,” being both the Condominium Bylaws and the Association Bylaws.

C. “Amended and Restated Master Deed” means this document which, when recorded, will reaffirm the establishment of the Condominium, and to which the Amended and Restated Bylaws, attached as Exhibit “A,” and the Condominium Subdivision Plan are attached or incorporated by reference as exhibits.

D. “Annual Assessment” means the annual amount of Assessments, calculated by the Board of Directors based upon the Annual Budget.

E. “Articles of Incorporation” means the Articles of Incorporation filed with the Michigan Department of Licensing and Regulatory Affairs on or about August 13, 2001 for The Meadows Condominium Homeowners Association, as amended.

F. “Assessment” means the share of Common Expenses and other charges levied against the Unit and Co-owner(s) that are payable as determined in accordance with the Amended and Restated Master Deed, the Amended and Restated Bylaws, the Association Bylaws, if any, and the Rules and Regulations, if any. Assessments include Annual Assessments, Additional Assessments, and Special Assessments, and the phrase “other charges” includes:

- i. The costs, expenses, and charges for repairs and replacements the Association makes that are the Co-owner’s obligation or responsibility to make;
- ii. Any special charges made by the Association to the Co-owner for special services or facilities rendered to the Unit or Co-owner under MCL 559.169(2);
- iii. Any charges for special or extraordinary uses or consumptions attributable to such Unit or Co-owner;

- iv. Damages resulting from a failure to comply with the Condominium Documents;
- v. Fines;
- vi. Interest, late fees, and other administrative charges;
- vii. The costs (including court costs and reasonable attorneys' fees) that can be recovered by the Association under any applicable law or the Condominium Documents; and
- viii. Any other charges or Assessments permitted by the Condominium Documents to be made against the Co-owner or a Unit occupant.

G. "Association" means The Meadows Condominium Homeowners Association, a Michigan nonprofit corporation of which all Co-owners are members, which will administer, operate, manage, and maintain the Condominium.

H. "Board of Directors" or "Board" means the Board of Directors of the Association.

I. "Common Elements" means both the General Common Elements and Limited Common Elements.

J. "Common Expenses" means those expenses assessed against the Units in proportion to the Percentage of Value or other provisions as may be contained in the Condominium Documents for apportionment of the expenses of administration, operation, management, and maintenance of the Condominium, including:

- i. All sums the Association assesses against all Units in the Condominium;
- ii. Expenses associated with the maintenance, repair, renovation, restoration, or replacement of Common Elements, except to the extent such expenses may be allocable to a single Unit or to a group of Units which are less than all the Units in the Condominium; and
- iii. Expenses the Association determines from time to time to be Common Expenses.

K. "Condominium," "Condominium Project," or "Project" means The Meadows Condominium and includes 1) the Condominium land and the air space above, and all buildings, improvements, and structures; and 2) easements, rights, and appurtenances associated with the Condominium.

L. The "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, MCL 559.101, et seq., as amended.

M. "Condominium Documents" means this Amended and Restated Master Deed, the Amended and Restated Bylaws attached as Exhibit "A," the Condominium Subdivision Plan

attached to the Master Deed as Exhibit “B,” the Association’s Articles of Incorporation, and the Association’s Rules and Regulations, if any.

N. “Condominium Premises” means the land described in Article II.

O. “Condominium Subdivision Plan” or “Plan” means the drawings and information prepared pursuant to MCL 559.166 and attached to the Master Deed as Exhibit “B.”

P. “Co-owner” means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination(s) thereof, who or which owns one (1) or more Units in the Condominium. The term “Owner” or “owner” is synonymous with the term “Co-owner.” Both land contract vendees and vendors are considered a Co-owner and are jointly and severally liable for all obligations of a Co-owner.

Q. “Developer” refers to Mitch Harris Building Company, Inc. A “Successor Developer” as defined by MCL 559.235 is not a Developer.

R. “Electronic Transmission” means any process of communication that does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process.

S. “General Common Elements” means the Common Elements other than the Limited Common Elements.

T. “Improvements” means any and all temporary or permanent structures, installations, plantings, placements, displays, signs, alterations, modifications, additions, or other items or changes.

U. “Limited Common Elements” means a portion of the Common Elements reserved in this Amended and Restated Master Deed for the exclusive use of less than all the Co-owners.

V. “Master Deed” means that document which was recorded in Liber 3107, Pages 994 through 1063, inclusive, Livingston County Records, which included the original Condominium Bylaws attached as Exhibit “A” and the Condominium Subdivision Plan attached as Exhibit “B,” as amended.

W. “Mortgagee” means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

X. “Percentage of Value” means the percentage assigned to each Unit in Article VI. Percentages of Value of all Units must total one hundred percent (100%). Percentages of Value are determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Act or in the Condominium Documents.

Y. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination thereof.

Z. "Private Roads" means the private roads known as Sedum Road, Yarrow Road, Spirea Road, and Hosta Road, as depicted on the Condominium Subdivision Plan.

AA. "Rules" or "Rules and Regulations" means those rules and regulations adopted by the Board of Directors in accordance with the Condominium Documents and MCL 559.165.

BB. "Sidewalks" means the sidewalks depicted on the Condominium Subdivision Plan.

CC. "Special Assessments" means those Assessments which may be levied by the Board of Directors other than Annual Assessments and Additional Assessments as set forth in the Amended and Restated Bylaws.

DD. "Township" means the Township of Marion, Michigan.

EE. "Unit" or "Condominium Unit" means a single Unit in The Meadows Condominium, as identified on the Condominium Subdivision Plan, whether such Unit is complete or incomplete.

If there are other terms utilized in the Condominium Documents that are not defined in this Article, then those terms will have the same meanings as provided in the Condominium Act. If reference is made to one gender, then the same includes a reference to any and all genders as appropriate. Similarly, if reference is made to the singular, then the reference includes the plural as appropriate.

#### **ARTICLE IV COMMON ELEMENTS**

##### **Section 1. Common Elements.**

The Common Elements of the Condominium are described in the Condominium Subdivision Plan and also described as follows:

##### **A. General Common Elements.**

The General Common Elements are:

- (1) **Land.** The land described in Article II, including drives and sidewalks;
- (2) **Easements.** All easements that are appurtenant to and that benefit the Condominium pursuant to recorded easement agreements, reciprocal or otherwise, including easement interests of the Condominium in the land provided to it for ingress and egress;
- (3) **Landscaping.** Lawns, yards, trees, shrubs, and other plantings;

- (4) **Exterior Garage Lighting.** The street community lighting system;
- (5) **Wiring Networks.** The electrical, telephone, and cable television wiring networks throughout the common areas of the Condominium, including those within common walls, floors, and ceilings;
- (6) **Plumbing and Gas Lines.** The plumbing and gas line networks throughout the common areas of the Condominium, including those within common walls, floors, and ceilings;
- (7) **Water and Sanitary Sewer Systems.** The water distribution system (excepting that part of the system owned by the Township), underground sprinkling system, sanitary sewer system (excepting that part of the system owned by the Township), and the storm drainage system serving the Condominium;
- (8) **Structural Elements.** The foundations, roofs, perimeter walls and other walls as shown on Exhibit "B," ceilings, floors, entrances, and exits of the Condominium (including doors and chimneys);
- (9) **Attic Spaces.** The common attic spaces;
- (10) **Garage and Parking Areas.** The portions of any garage or parking area not designated as a Limited Common Element on the Condominium Subdivision Plan; and
- (11) **Other.** All other elements of the Condominium not designated in this Article IV as General or Limited Common Elements, which are not enclosed within the boundaries of a Unit and are intended for common use or are necessary to the existence, upkeep, and safety of the Condominium.

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 the company providing the pertinent service. Accordingly, such utility lines, systems, and equipment are General Common Elements only to the extent of the Co-owners' interest therein, if any.

**B. Limited Common Elements.**

Limited Common Elements are subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- (1) **Ventilation Equipment.** The ventilation ducts, wiring, and conduits located entirely within a Unit and servicing only that Unit;
- (2) **Decks, Patios, and Stoops.** The deck, patio, or stoop appurtenant to each Unit;



(3) **Driveways and Sidewalks.** The driveway leading to the garage and the sidewalk leading to the stoop, which shall be appurtenant to the Unit(s) serviced by these items;

(4) **Fireplaces, Furnaces, and Conditioners.** The fireplace combustion chamber and the separate furnace, water heater, air conditioner, and compressor either within or adjacent to a Unit and servicing only that Unit;

(5) **Garages.** The automatic garage opening mechanism, garage interior spaces, and the interior surfaces of garage walls, ceiling, and floor;

(6) **Windows.** The windows, sliders, and screens within or adjacent to any Unit's perimeter wall; and

(7) **Interior Surfaces.** The interior surfaces of perimeter walls, doors, ceilings, and floors within a Unit.

Section 2. **Responsibility for Unit and Common Elements.**

Subject to the Association's exclusive right to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements as described in Article VI of the Amended and Restated Bylaws, the responsibilities for the maintenance, decoration, repair, and replacement of the Units and Common Elements are as follows:

A. **Co-owner Responsibilities:**

(1) **Unit and Limited Common Elements.** Each Co-owner is responsible for the cost of decorating, maintaining, repairing, and replacing the following items:

(a) *Appliances and Equipment.* All appliances and equipment within or appurtenant to the Unit and supporting hardware and ductwork, including, but not limited to, furnace, air conditioner, compressor, ventilation equipment, humidifier, air cleaner, any personal alarm and security system, intercom, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans, washer, dryer, dryer venting, vent covers and filters, individual hot water heaters, fireplaces, flue dampers, and chimneys (except chimney cap, screens, and exterior surfaces);

(b) *Cabinets and Fixtures.* Cabinets and fixtures within the Unit, including counters, sinks, faucets, and toilet fixtures;

(c) *Ceilings.* All ceilings within a Unit, including drywall;

- (d) *Decks.* Cleaning, staining, and painting of the deck appurtenant to a Unit, and any additions, modifications, or alterations to the deck;
- (e) *Decorations.* All decorations, including, but not limited to, paint, wallpaper, window treatments, and trim, regardless if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair, or replacement responsibilities;
- (f) *Doors.* All interior doors, closet doors, door walls, Unit entry doors, and Unit access doors, including doorbells, storm doors, sliding doors, screens, locks, hardware, frames, thresholds, sills, caulking (both interior and exterior), rollers, tracks, and weather stripping;
- (g) *Electrical Lines.* Electrical lines and wires from the point of entry into a Unit (even though part of the system may be designated as a General Common Element) and outlets, switches, boxes, circuit breakers, and fixtures within a Unit;
- (h) *Floors and Flooring.* Basement flooring (but not the foundation), floor construction between Unit levels to which such floor is appurtenant, carpeting, wood flooring, floor coverings, floor tile, and wall tile, and all related hardware;
- (i) *Garages.* The interior space of the garage, including the ceiling, and garage door openers appurtenant or assigned to a Unit;
- (j) *Gas Lines.* The gas lines and pipes from the point of entry into a Unit (even though part of the system may be designated as a General Common Element) and valves and fixtures within a Unit, but excluding any mains or lines running through the Unit to serve other Units or the Common Elements;
- (k) *Improvements.* All Improvements;
- (l) *Lights and Light Bulbs.* All indoor lighting and light bulbs and the light bulbs within the garage, porch light fixtures and light bulbs, and deck light bulbs;
- (m) *Sanitary Sewer.* Sanitary sewer and plumbing lines within a Unit that service the Unit (even if they may be designated as General Common Elements);

- (n) *Storm Water Drainage.* Storm water drainage facilities within a Unit that service the Unit (even if they may be designated as General Common Elements);
- (o) *Sump Pumps and Sanitary Lift Pumps.* The sump pump and sanitary lift pumps, including the sump pit and all piping, wiring, or other material appurtenant thereto, within or that services a Unit. Damage to the Unit or Common Elements caused by the malfunction of a sump pump or sanitary lift pump is the responsibility of the Co-owner of the Unit containing such sump pump;
- (p) *Telecommunications Lines and Equipment.* All telecommunications, telephone, and cable television lines and equipment within a Unit;
- (q) *Walls.* All wall insulation and all interior drywall (even though some of these elements may be designated as a General Common Element); however, any repairs, replacements, additions, alterations, or modifications to the perimeter/common walls shared between Units must receive the Association's prior written approval;
- (r) *Water Lines.* The water lines, drains, and traps within a Unit that service the Unit (even if they may be designated as General Common Elements);
- (s) *Windows* All windows, including glass, screens, locks, hardware, frames, casing, thresholds, sills, caulking (both interior and exterior), and weather stripping; and
- (t) *Other.* Except as may be specified in Section 2(B)(1) below, the Co-owner is responsible for the Unit, any appurtenant Limited Common Elements, all other items not specifically enumerated above but which are located within a Unit, and any personal property of the Co-owner within the Condominium.

(2) **Utility Charges.** All individually metered utility services, including electricity, gas, cable, water, and telephone, are the responsibility of the Co-owner of the Unit to which the services are furnished.

(3) **Co-owner Improvements.** Co-owner Improvements, even if approved by the Association, are the responsibility of the Co-owner. If the Association requires access to any elements of the Condominium which necessitates the moving or destruction of all or part of any Improvement, then all costs, damages, and expenses involved in providing access and restoring the Improvement will be the responsibility of the Co-owner.

(4) **Co-owner Fault.** Any costs for maintenance, decoration, repair, and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner or their family, guests, tenants, or invitees are the Co-owner's responsibility. The Association may incur such costs and charge and collect them from the responsible Co-owner in the manner provided in Article II of the Amended and Restated Bylaws.

(5) **Responsibility to Notify.** Each Co-owner shall notify the Association or its agent of any defect or need for repairs for which the Association is responsible.

**B. Association Responsibilities:**

Except as otherwise expressly provided in the Condominium Documents, the Association will, in the exercise of its business judgment, be responsible for maintenance, repair, and replacement of the following Common Elements:

(1) **Limited Common Elements.** The Association is responsible for the maintenance, repair, and replacement of the following Limited Common Elements:

- (a) *Decks.* Except as provided in Article IV, Section 2(A)(1)(d) above, the decks appurtenant to the Units, including deck railings and stairs/steps;
- (b) *Driveways.* The driveways leading to the garages;
- (c) *Garages.* The garage doors, garage door hardware, and garage floors;
- (d) *Lights and Light Bulbs.* The garage coach light fixtures, including light sensors and light bulbs, and deck light fixtures;
- (e) *Patios and Stoops.* Patios and stoops appurtenant to the Units; and
- (f) *Sidewalks.* Sidewalks leading to stoops.

(2) **General Common Elements.** The Association is responsible for the maintenance, decoration, repair, and replacement of all General Common Elements—except those assigned to the Co-owners under the various subsections of Section 2(A) above. The Association is responsible for maintenance, repair, and replacement of the General Common Element utility lines set forth in Article IV, Section 2(A)(5), (6), and (8) located within a Unit to the extent such utility lines do not service the Unit on which they are located.

(3) **Community Entrance Lighting.** The cost of electricity for community entrance lighting is an expense of administration.

(4) **Reserve Studies.** Every five (5) years, or when recommended by a reserve specialist, reserve professional, or other qualified professional, the Association will have a reserve

study prepared that complies with the Community Associations Institute's National Reserve Study Standards or other similar industry standards. The reserve study will be conducted by a reserve specialist, reserve professional, or other qualified professional, as determined by the Board in its sole discretion.

(5) **Unauthorized Repair.** The Association is responsible only for payments to contractors for work authorized by the Board. The Association is not obligated to reimburse Co-owners for repairs contracted for or made by a Co-owner.

C. **Irrigation Equipment and Water Shutoff Valves.** A Co-owner whose Unit contains irrigation equipment or common water shutoff valves shall not restrict the Association, contractors, utility companies, or respective governmental agencies from entering a Unit to maintain, repair, or replace such equipment, if necessary. To ensure reasonable accessibility to such equipment, no Co-owner will convert the portion of the Unit containing such equipment to living area without the Association's prior written approval. The Association will not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls, or other Improvements or personal property in the Unit or Limited Common Elements which may be damaged in the course of maintenance, repair, and replacement of such equipment or due to any failure of the equipment. The Association may reimburse Co-owners whose Units contain irrigation equipment for the increased electricity costs they may incur from the presence and operation of the irrigation equipment within their Unit.

D. **Liability of Association.**

(1) *Damage, Loss, or Injury from Common Elements.* The Association will not be liable for any damage, injury, or loss to Person or property arising from or related to any water, rain, snow, or ice which may leak or flow from any portion of the Common Elements or from any device, pipe, drain, conduit, appliance, or equipment which the Association is responsible to maintain, unless the following are established:

- (a) damages arose after written notice was provided to the Association of the water, rain, snow, ice, a specific leak, or specific water flow from any portion of the Common Elements or device, pipe, drain, conduit, appliance, or equipment for which the Association has a maintenance responsibility; and
- (b) the Association failed to exercise due care to correct the water, rain, snow, ice, a specific leak, or specific water flow within a reasonable time thereafter.

(2) *Security.* The Association may, but is not obligated to, take such action as it deems appropriate to address potential security concerns within the Condominium or at an Association activity. No representation or warranty is made that any security measures undertaken by the Association will prevent damage to Person or property caused by third parties. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees, and licensees, that they assume the risk that criminal acts of third parties may occur on the Common Elements or at an Association activity. Further, each Co-owner, for themselves and their tenants, occupants, invitees, and licensees, waives any liability against the Association, its agents, and any volunteer Board

members, committee members, or officers for any damage, injury, or loss to Person or property arising from or related to the criminal acts of third parties, a failure to provide adequate security, or ineffectiveness of any security measures undertaken by the Association.

(3) *Cleaning and Sanitizing Common Elements.* The Association may, but is not obligated to, take such action as it deems appropriate to clean and sanitize the Common Elements. No representation or warranty is made that any cleaning or sanitization efforts undertaken by the Association will prevent any damage, injury, or loss to Person or property caused by any bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin, or virus, including, but not limited to, COVID-19. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees, and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that a bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin, or virus, including, but not limited to, COVID-19, that may cause bodily injury, sickness, or death may be present within or on the Common Elements or at an Association activity. Further, each Co-owner, for themselves and their tenants, occupants, invitees, and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members, or officers for any damage, injury, or loss to Person or property arising from or related to a bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin, or virus, including, but not limited to, COVID-19.

(4) *Risk of Use of Common Elements.* Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees, and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that damage, injury, or loss to Person or property arising from or related to circumstances beyond the Association's reasonable control, including, but not limited to, asbestos, acts of god, acts of terrorism, civil or military disturbances, earthquakes, floods, governmental actions, labor disputes, lead contamination, loss or malfunctions of utilities, natural disasters, nuclear radiation, riots, or wars, may occur. Further, each Co-owner, for themselves and their tenants, occupants, invitees, and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members, or officers unless such damage, injury, or loss is covered and paid for by the Association's insurance.

## **ARTICLE V USE OF PREMISES**

A Co-owner shall not use their Unit or the Common Elements in any manner inconsistent with the Condominium Documents, zoning and other municipal ordinances, and state and federal laws and regulations or in any manner which interferes with or impairs the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

**ARTICLE VI  
UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

**Section 1. Unit Description.**

The Condominium consists of 147 units labeled 1 through 147, inclusive. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan as prepared by Desine Inc. and attached as Exhibit "B" to the Master Deed. Each Unit shall include: (a) with respect to each Unit basement, all that space contained within the surfaces of the floor and wall and the uncovered underside of the first-floor joists, and (b) with respect to upper floors of Units, all that space contained within the interior walls and ceilings and from the plywood subfloor, all as shown on the floor plans and sections in Exhibit "B" and delineated with heavy outlines. The dimensions shown on the basement and foundation plans in Exhibit "B" have been physically measured by the Developer's engineer. If the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit "B," then the typical upper-floor plans for the Unit will be deemed to be automatically changed for the Unit in the same manner and to the same extent as the measured foundation plan.

**Section 2. Calculation of Percentage of Value.**

The Percentage of Value assigned to each Unit is equal. The determination that Percentages of Value are equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences. The Percentage of Value assigned to each Unit is determinative of each Co-owner's respective share of the Common Elements, each Co-owner's respective proportionate share in the proceeds and expenses of administration, and the value of the Co-owner's vote. The total value of the Project is one hundred percent (100%).

**ARTICLE VII  
EASEMENTS, RESTRICTIONS, AND AGREEMENTS**

**Section 1. Easements for Encroachment, Utilities, and Support.**

If any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any Improvement or by reason of the settling or shifting of any land or Improvement, then a valid easement for the encroachment will exist, except to the extent limited by MCL 559.140.

There will be easements to, through, and over the land, structures, buildings, and Improvements contained within the Condominium for the installation, maintenance, and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, and communications, including telephone and cable television lines.

**Section 2. Association's Right to Grant Easements.**

The Board may grant easements over or through any portion of any General Common Elements for utility, roadway, construction, or safety purposes. The Association has the right to

dedicate all streets and all utilities and utility easements located in the Condominium Project to the public.

**Section 3. Association’s Easement for Maintenance, Repair, and Replacement.**

The Association and all public or private utilities will have easements over, under, across, and through the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, replacement, 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, as provided in Article VI, Section 12 of the Amended and Restated Bylaws. If a Co-owner fails to maintain any Unit or Common Element in good condition, the Association may, in its sole discretion, take whatever action it deems appropriate to maintain the Unit or Common Element. The Association will not be liable to a Co-owner or any other Person in trespass or 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 that grants such easements, rights of entry, or other means of access. All expenses, costs, and reasonable attorneys’ fees incurred by the Association in performing any responsibility set forth in this Section will be assessed against the Co-owner in accordance with Article II of the Amended and Restated Bylaws.

**Section 4. Telecommunications Agreements.**

The Association may grant easements, licenses, and other rights of entry, use, and access, and enter into any contract, agreement, and, to the extent allowed by law, contract for sharing of any installation or periodic subscriber service fees to provide for telecommunications to the Condominium or any Unit. All sums paid under this Section are receipts of administration and must be paid to the Association.

**Section 5. Emergency and Public Service Vehicle Access Easement and Peavy Road Access.**

The Township of Marion and any emergency service agency or other governmental unit has an easement over all roads and driveways in the Condominium. This easement is for ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, both public and private school transportation, and other lawful governmental or private emergency services to the Condominium. The U.S. Postal Service has an easement over the Condominium roads for its vehicles for delivery of mail. The granting of these easements is not to be construed as a dedication of any streets, roads, or driveways to the public.

That portion of the road depicted on the site plan providing access to Peavy Road and designated as “emergency access” on the site plan is reserved and must be used only for emergency ingress and egress from the Condominium.



**Section 6. Utility Easements Dedication.**

The Developer, by the recording of the Master Deed, dedicated an easement for the benefit of the Co-owners and the Township over and under the parts of the Condominium depicted on Exhibit "B" as "Easement for Public Utilities" for the installation, construction, and maintenance of all public utilities, including, but not limited to, electric, natural gas, telephone, telecommunication systems, sanitary sewer, and water supply systems. In the event the Township utilizes, taps, ties into, extends, or enlarges any utilities located within the Condominium, it must pay all of the expenses reasonably necessary to restore the Condominium Premises to their condition immediately prior to such utilization, tapping, tying-in, extension, or enlargement.

**Section 7. Utility Easements Retained by Developer.**

The Developer reserves for the benefit of itself, its successors and assigns, easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, natural gas, electricity, telephone, telecommunication systems, storm water drainage system, and sanitary sewer mains. In the event the Developer utilizes, taps, ties into, extends, or enlarges any utilities or storm water drainage system located on the Condominium Premises, it must pay all of the expenses reasonably necessary to restore the Condominium Premises to their condition immediately prior to such utilization, tapping, tying-in, extension, or enlargement.

**Section 8. Road Easements Retained by Developer.**

The Developer reserves for the benefit of itself, its successors and assigns, perpetual ingress and egress over the roads within the Condominium for the purpose of providing access to Highway D-19 for co-owners of units to be developed on land legally described as the following:

**SOUTH AREA**

Commencing at the Northeast Corner of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 88°40'58" West 1415.75 feet along the North line of said Section 11 to the Place of Beginning; thence South 30°20'38" East 155.00 feet; thence South 02°48'54" West 421.53 feet; thence South 88°34'19" West 1156.51 feet; thence North 03°19'07" West 348.55 feet along the East line of "Marion Heights Subdivision" (as recorded in Liber 19 of Plats, Page 23 and 24, Livingston County Records), also being the centerline of Peavy Road (33 foot wide 1/2 Right-of-Way), also being the North-South 1/4 line of said Section 11; thence North 88°40'58" East 700.00 feet; thence North 03°19'07" West 210.00 feet; thence North 88°40'58" East 431.18 feet along said North line of Section 11 to the Place of Beginning. Being part of the Northeast 1/4 of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan. Containing 11.67 acres of land, more or less.

**NORTH AREA**

Commencing at the Southeast Corner of Section 2, T2N-R4E, Marion Township, Livingston County, Michigan; thence North  $01^{\circ}01'19''$  West 763.82 feet along the East line of said Section 2 to the PLACE OF BEGINNING; thence South  $88^{\circ}41'02''$  West 1281.23 feet; thence North  $00^{\circ}53'25''$  West 457.78 feet; thence South  $88^{\circ}40'58''$  West 984.10 feet; thence North  $01^{\circ}22'00''$  West 1036.00 feet along the East line of "Peavy Road Estates No. 1" (Liber 13 of Plats, Pages 24 and 25, Livingston County Records); thence the following two courses along the South line of Outlot "C" of said "Peavy Road Estates No. 1"; South  $88^{\circ}38'00''$  West 210.00 feet, and Southwesterly 47.12 feet along the arc of a 30.00 foot radius curve to the left through a central angle of  $90^{\circ}00'00''$  and having a long chord bearing South  $43^{\circ}38'00''$  West 42.43 feet; thence North  $01^{\circ}22'00''$  West 126.00 feet along the West line of said Outlot "C", also being the East line of Peavy Road (100 foot wide Right-of-Way); thence the following two courses along the North line of said Outlot "C"; thence Southeasterly 47.12 feet along the arc of a 30.00 foot radius curve to the left through a central angle of  $90^{\circ}00'00''$  and having a long chord bearing of South  $46^{\circ}22'00''$  East 42.43 feet, and North  $88^{\circ}38'00''$  East 210.00 feet; thence North  $01^{\circ}22'00''$  West 297.70 feet along said East line of "Peavy Road Estates No. 1"; thence North  $88^{\circ}46'51''$  East 800.33 feet along the East-West 1/4 line of Section 2; thence North  $01^{\circ}27'29''$  West 807.94 feet; thence South  $88^{\circ}50'54''$  West 231.79 feet; thence North  $01^{\circ}30'29''$  West 949.94 feet; thence along the Southerly Right-of-Way of the I-96 Expressway off ramp (Limited Access Highway) the following six courses: (1) South  $44^{\circ}03'44''$  East 933.22 feet, (2) Southeasterly, non-tangentially 28.20 feet along the arc of a 3199.04 foot radius curve to the right through a central angle of  $00^{\circ}30'18''$  and having a long chord bearing South  $41^{\circ}23'28''$  East 28.20 feet, (3) Southeasterly 633.32 feet along the arc of a 1070.92 foot radius compound curve to the right through a central angle of  $33^{\circ}53'00''$  and having a long chord bearing South  $24^{\circ}11'49''$  East 624.13 feet, (4) South  $07^{\circ}15'19''$  East 190.06 feet, (5) Southeasterly 386.81 feet along the arc of a 361.48 foot radius curve to the left through a central angle of  $61^{\circ}18'40''$  and having a long chord bearing South  $37^{\circ}54'39''$  East 368.62 feet and (6) South  $68^{\circ}33'59''$  East 60.47 feet; thence the following two courses along the Westerly line of Pinckney Road (D-19) (103 foot wide 1/2 Right-of-Way Limited Access Highway): Southerly 610.55 feet along the arc of a 819.20 foot radius curve to the left through a central angle of  $42^{\circ}42'10''$  and having a long chord bearing South  $05^{\circ}10'14''$  East 596.52 feet and South  $26^{\circ}31'19''$  East 271.55 feet; thence South  $63^{\circ}28'28''$  West 226.37 feet; thence South  $10^{\circ}44'08''$  West 112.36 feet; thence South  $60^{\circ}44'08''$  West 130.00 feet; thence South  $17^{\circ}07'52''$  East 88.00 feet; thence South  $62^{\circ}07'52''$  East 228.00 feet; thence South  $74^{\circ}15'52''$  East 260.00 feet; thence South  $39^{\circ}44'52''$  East 125.00 feet; thence South  $89^{\circ}37'52''$  East 38.19 feet; thence along said Westerly line of Pinckney Road (D-19) Southerly 137.45 feet along the arc of a 1042.92 foot radius curve to the right through a central angle of  $07^{\circ}33'04''$  and having a long chord bearing South  $04^{\circ}47'51''$  East 137.35 feet; thence North  $88^{\circ}58'41''$  East 103.00 feet; thence South  $01^{\circ}01'19''$  East 207.48 feet along said East line of Section 2, also being the centerline of said Pinckney Road (D-19) to the Place of Beginning. Being a part of the Northeast fractional 1/4 and a part of the Southeast 1/4 of Section 2, T2N-R4E, Marion Township and City of Howell, Livingston County, Michigan, and also

Outlot "C" of "Peavy Road Estates No. 1" (Liber 13 of Plats, pages 24 and 25, Livingston County Records). Containing 90.92 acres of land, more or less.

**Section 9. Private Roads.**

The private roads, namely Spirea, Hosta, Sedum, and Yarrow and related improvements as shown on the Condominium Subdivision Plan and/or installed by the Developer or the Association, will be regularly maintained (including, without limitation, snow plowing), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and perform preventative maintenance of the Condominium roads on a regular basis in order to maximize their useful life and minimize repair and replacement costs. The entire road system will be maintained by the Association to allow for unobstructed access throughout the Condominium. All repairs to the roadway surface, sub-base, potholes, subgrades, mountable curb, and gutter and storm drainage system will conform to the Township private road standards and specifications for construction in effect at the time of the repair. As an absolute minimum standard, road snow plowing by the Association will take place when accumulated snow measures four (4") inches in depth and snow will be plowed to allow for unobstructed access throughout the Condominium; provided, however, that this provision does not preclude the Board, in its discretion, from setting a more stringent standard for the plowing of snow.

The storage or stacking of plowed snow along the entrance to individual driveways and at the intersections of Sedum and D-19 may not impair the clear vision standards of the Livingston County Road Commission and the Township Zoning Ordinance regulations. Neither the Township nor the Board of County Road Commissioners have responsibility for the maintenance and upkeep of the road within the Condominium.

If the Association fails to maintain the road in a reasonable state of repair, then the Township, pursuant to its ordinances as made and provided, may take action to bring the road up to Livingston County Road Commission Standards and assess the Co-owners for the improvements and an administrative fee in the amount of twenty-five (25%) percent of the total cost.

Co-owners using the road shall refrain from prohibiting, restricting, limiting, or in any manner interfering with normal ingress and egress and use by any of the other Co-owners. Normal ingress and egress and use included use by family, guest, invitees, vendors, tradesman, .delivery persons, and others traveling to or returning from any of the properties and having a need to use the road.

**Section 10. Dedication of Wastewater Disposal Mains and Water Supply System; Special Sanitary Sewer Assessment; Special Water Supply Assessment.**

A. **Dedication and Conveyance.** By execution and recording of the Master Deed, the Developer dedicated and conveyed to the Township the wastewater disposal mains and appurtenances and water supply system and appurtenances in the Condominium, as more fully described in the construction plans filed with the Township.

**B. Special Assessment Districts for Sanitary Sewer and Water.** The Condominium was comprised of two parcels prior to the recording of the Master Deed. The parcels were identified by the following tax parcel numbers: (1) 4710-02-400-001 and (2) 4710-11-200-004. Only a portion of parcel 4710-02-400-001 is included in the Condominium. There are a total of 147 residential equivalent units (“REU”) in the Condominium. As of May 22, 2001 the following were the principal amounts remaining owed to the Township for one (1) REU for sewer service and one (1) REU for water supply. Each year the Township summer tax bill is sent out July 1st and the annual payments on the sewer, supplemental sewer, and phase 2 sewer is included on those tax bills. The annual payments are as follows: Sewer is \$250.00 per REU with interest at 6.067% per annum; Supplemental Sewer is \$24.95 per REU with interest at 5.994% per annum; and Phase 2 Sewer is \$274.95 per REU with interest at 5.993% per annum. The annual assessment for water supply is included in the annual winter tax bill due December 1st each year with interest at 7% per annum.

**4710-02-400-001**

Sewer District 1 & 2 remaining principal per REU \$4,000.00  
Supplemental Sewer, remaining principal per REU \$449.10  
Sewer Phase 2 remaining principal per REU \$4,949.10  
Water District 1 remaining principal per REU \$2,170.00

**4710-11-200-004**

Sewer District 1 & 2 remaining principal per REU \$4,000.00  
Supplemental Sewer, remaining principal per REU \$449.10  
Sewer Phase 2 remaining principal per REU \$4,949.10  
Water District remaining principal per REU \$4,270.00

The Association hereby ratifies, confirms, and consents to the acts of the Township in establishing Special Assessment Districts 1 and 2, the Special Sewer Supplemental, and the Special Sewer Assessment Phase 2 for providing wastewater disposal (sanitary sewer) services to the Condominium.

Each of the Units will be assessed for one (1) REU that is the amount of sewage disposal capacity and water supply capacity calculated as being necessary to serve the usual needs of one (1) dwelling unit. The Co-owner of each Unit in the Condominium is responsible for the payment of the installments of principal and interest for each of the described special sewer and special water assessments assessed to their Units. In this respect, the Township acknowledges that upon the sale of a Unit in the Condominium, the full amount of the described special sewer assessments and special water assessment attributable to that Unit will not be called due. The purchaser may continue to pay the special sewer assessments and/or water assessment in annual installment payments, unless the purchaser prepays the special sewer assessments or water assessment when a Unit is sold. Annual installments of the special sewer assessments and water assessment will be pro-rated in accordance with the agreement made between the seller and purchaser in the purchase agreement for the Unit to be acquired.

**Section 11. Road Maintenance and Cost-Sharing with Meadows West Condominium.**

Developer and future Co-owners of Meadows West Condominium will have the perpetual right to the unrestricted use of Yarrow and Sedum Roads, only, in the Condominium for ingress and egress between Meadows West Condominium and Highway D-19 for the development, construction, and occupancy of Meadows West. As a condition for such use of the roads, upon and after the issuance of the first certificate of occupancy for a condominium unit in the Meadows West Condominium, Developer and/or the future Co-owners of Meadows West Condominium will collectively share in the cost of all maintenance, repairs, and/or replacement of the roads in the Project. The proportionate share of costs for which Developer and/or the future Co-owners of Meadows West Condominium will be responsible is based on: (1) the development of fifty-two (52) condominium units in Meadows West Condominium and the existence of 147 units in the Condominium, (2) Yarrow and Sedum Roads comprising thirty-two (32%) percent of the total linear feet of roads in the Condominium, and (3) the roads comprising forty (40%) percent and the private driveways and sidewalks comprising sixty (60%) percent of the total cost of snow removal in the Condominium. Based on these factors, the obligation of each unit in Meadows West Condominium to share in all costs of maintenance, repairs, and/or replacement of the roads in the Condominium will be calculated utilizing the following formulas:

- A. Road maintenance, repair, and replacement:  $(\text{Total Cost} \times .32) \div 199 = \underline{\hspace{2cm}}$  / unit in Meadows West Condominium.
- B. Snow removal:  $[(\text{Total Cost} \times .32) \times .40] \div 199 = \underline{\hspace{2cm}}$  / unit in Meadows West Condominium.

The Co-owners of the Condominium will be responsible for the payment of all expenses for the road maintenance, repair, replacement, and snow removal as a cost of administration by the Association, and the Association will be entitled to reimbursement from Developer and/or future Co-owners (individually and through their condominium owners association), as applicable, for their proportionate share of said expenses in accordance with the formulas set forth above. The Association will submit an invoice for payment of the proportionate share of all snow removal and road maintenance costs incurred in the Condominium to Developer and/or future Co-owners of Meadows West Condominium on a biannual basis. The Association will submit an invoice for payment of the proportionate share of all road repairs or replacement costs incurred in the Condominium to Developer and/or future Co-owners of Meadows West Condominium upon payment of such expenses by the Association.

## **ARTICLE VIII AMENDMENTS**

This Amended and Restated Master Deed and its Exhibits may be amended as follows:

### Section 1.      **Co-owner Approval.**

Except as otherwise provided in Section 2 below, the Association may make and record amendments to this Amended and Restated Master Deed, the Amended and Restated Bylaws, or the Condominium Subdivision Plan which materially alter or change the rights of a Co-owner or mortgagee upon the affirmative vote of two-thirds (2/3) of the Co-owners entitled to vote as of the

**record date for such vote**, which will be the date that the acceptance of votes ends, unless otherwise established by the Board.

The Association reserves the right to amend this Amended and Restated Master Deed, the Amended and Restated Bylaws, or the Condominium Subdivision Plan without the consent of Co-owners or mortgagees so long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee as provided by MCL 559.190(1).

**Section 2. Mortgagee Consent.**

If a proposed amendment will materially alter or change the rights of mortgagees as defined in MCL 559.190a(9), then the amendment will require the consent of not less than two-thirds (2/3) of all mortgagees of record. A mortgagee will have one (1) vote for each mortgage held. Mortgagee approval will be solicited in accordance with MCL 559.190a.

**Section 3. Modification of Units, Common Elements, and Percentage of Value.**

Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value of Units in the Condominium, as described in Article VI, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

**Section 4. Termination, Vacation, Revocation, and Abandonment.**

The Condominium may be terminated only in accordance with MCL 559.151. The Condominium may be terminated, vacated, revoked, or abandoned with the written consent of eighty percent (80%) of the Co-owners and the vote of sixty-six and two-thirds percent (66 2/3%) of first mortgagees in accordance with MCL 559.190a(9)(a), and as otherwise allowed by law.

**Section 5. Limitation on Co-owner Challenge.**

Any action by a Co-owner that disputes the validity of this Amended and Restated Master Deed or Amended and Restated Bylaws must be filed within one (1) year of the date this amendment is recorded with the Register of Deeds; otherwise, any such claim is barred.

**Section 6. Mortgage Loan Financing.**

The Association may, without the consent of Co-owners and mortgagees, amend the Amended and Restated Master Deed or Amended and Restated Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority, or by any other institutional participant in the secondary mortgage market which purchases or insures such mortgages.

Section 7.     **Township Approval.**

Amendments to the Amended and Restated Master Deed, Amended and Restated Bylaws, and Condominium Subdivision Plan may not be made without the Township’s prior approval.

**ARTICLE IX  
CONFLICTING PROVISIONS**

If any provision of this Amended and Restated Master Deed or Exhibits “A” or “B” is found to conflict with any provision of the Condominium Act—or if any provision required by the Condominium Act is omitted—then the provisions of the Condominium Act are incorporated by reference and will supersede and cancel any conflicting provision. If any provision of this Amended and Restated Master Deed conflicts with any provision of the Amended and Restated Bylaws, the Condominium Subdivision Plan, the Articles of Incorporation, or any Rules and Regulations, then the following order of priority will control:

1. Amended and Restated Master Deed
2. Condominium Subdivision Plan
3. Amended and Restated Articles of Incorporation
4. Amended and Restated Bylaws
5. Rules and Regulations

If any provision of this Amended and Restated Master Deed is held in whole or in part to be unenforceable for any reason, then the remainder of that provision and the Amended and Restated Master Deed will be severable and remain in effect.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Amended and Restated Master Deed to be executed the day and year first above written.

**The Meadows Condominium Homeowners Association**

By: \_\_\_\_\_  
Name: Richard Parker  
Its: President

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the foregoing Amended and Restated Master Deed was acknowledged before me by Richard Parker, President of The Meadows Condominium Homeowners Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

\_\_\_\_\_  
Notary Public,  
\_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

**Drafted by and when recorded, return to:**

Kayleigh B. Long  
Hirzel Law, PLC  
37085 Grand River Avenue, Suite 200  
Farmington, Michigan 48335  
(248) 478-1800