



The Amended and Restated Master Deed of 200 River Place Lofts is effective upon recording with the Wayne County Register of Deeds, as required by Section 73 of the Condominium Act (MCL 559.173).

**ARTICLE I  
TITLE AND NATURE**

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

The Condominium is known as 200 River Place Lofts, Wayne County Condominium Subdivision Plan No. 573. The Condominium is established in accordance with the Condominium Act.

**Section 2.      Units and Co-owner Rights of Access to Common Elements.**

The Units contained in the Condominium, including the number, boundaries, and dimensions of each Unit, are set forth in the Condominium Subdivision Plan, attached to the original Master Deed as "Exhibit B", as amended by the First Amendment to Master Deed. Each Unit is capable of individual utilization because it has access to a Common Element. Each Co-owner shall have an exclusive right to their Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements designated by this Amended and Restated Master Deed.

**Section 3.      Voting.**

Co-owners have voting rights in 200 River Place Lofts Association as set forth in this Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws, and the Association's Amended and Restated Articles of Incorporation.

**ARTICLE II  
LEGAL DESCRIPTION**

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

Land in the City of Detroit, County of Wayne, State of Michigan: A parcel of land of part of the Robert McDougall Farm, Private Claims 9 and 454, more particularly described as follows:

Commencing at the intersection of the Easterly line of Joseph Campau Avenue (69.65 feet wide) with the Southerly line of vacated Guoin Street (50 feet wide), now reserved as an Easement; thence north 60° 24 minutes 36 seconds E. along the Southerly line of vacated Guoin Street and Easement No. 2, a distance of 244.67 feet; thence N. 68° 30 minutes 56 seconds E. along the Southerly line of Easement No. 2, a distance of 273.61 feet to a point on the Westerly line of Easement No. 6; thence S. 26° 10 minutes 45 seconds E. along the Westerly line of Easement No. 6, a distance of 161.99 feet to the Northeasterly corner of Easement No. 4; thence S. 26° 38 minutes 59 seconds E. along the Westerly line of Easement No. 6, a distance

of 49.09 feet to the Southeasterly corner of Easement No. 4 and Point of Beginning; thence S. 26° 06 minutes 55 seconds E. along the Westerly line of Easement No. 6, a distance of 215.88 feet to the Northeasterly corner of Easement No. 7; thence S. 61° 19 minutes 18 seconds W. along the Northerly line of Easement No. 7, a distance of 247.32 feet to the Southeasterly corner of Easement No. 5; thence N. 26° 07 minutes 10 seconds W. along the Easterly line of Easement No. 5, a distance of 151.26 feet to a point; thence N. 26 ° 07 minutes 40 seconds W. along the Easterly line of Easement No. 5, a distance of 60.43 feet to a point on the Southerly line of Easement No. 4; thence N. 60° 21 minutes 13 seconds east along the Southerly line of Easement No. 4, a distance of 247.57 feet to the Point of Beginning. Containing 1.2 acres.

Together with all rights and Easements granted in Declaration and Confirmation of Easements dated November 8, 1986 and recorded November 12, 1986 in Liber 23001, Page 698, Register No. 86/272614, Wayne County Records, specifically including Easements number 2, 4, 5, 6, 7, 8, 11 and 15 which are depicted on Survey prepared by Raymond J. Donnelly dated February 3, 1992, Job No. 91155, and together with rights in Building and Use Restrictions Agreement dated March 5, 1991 and recorded March 11, 1991 in Liber 25031, Page 243, Wayne County Records, and together with rights in Overhead Walkway Agreement dated March 5, 1991 and recorded March 11, 1991 in Liber 25031, Page 225, Wayne County Records, and together with rights in Easement Agreement dated May 27, 2004 and recorded December 15, 2004 in Liber 41854, Page 763, Wayne County Records.

### **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, including the Amended and Restated Articles of Incorporation, the Amended and Restated Condominium Bylaws, and the Rules and Regulations, 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. The "Act" or "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, MCL 559.101, et al., as amended. 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.

B. "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.

C. "Amended and Restated Condominium Bylaws" means Exhibit A attached to this Amended and Restated Master Deed, being also the Condominium Bylaws setting forth substantive rights and obligations of the Co-owners. The Amended and Restated Condominium Bylaws also constitute the Association's corporate bylaws under the Michigan Nonprofit Corporation Act.

D. "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 Condominium Bylaws, attached as Exhibit "A", and the Condominium Subdivision Plan, attached to the original Master Deed as Exhibit "B", as amended by the First Amendment to Master Deed, are attached or incorporated by reference as exhibits.

E. "Annual Assessment" means the annual amount of Assessments, calculated by the Board of Directors based upon the Annual Budget.

F. "Articles of Incorporation" means the Amended and Restated Articles of Incorporation filed with the Michigan Department of Licensing and Regulatory Affairs on or about December 1, 2022, for 200 River Place Lofts Association, as amended and restated.

G. "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 Condominium Bylaws, and the Rules and Regulations, if any. Assessments include Annual Assessments, Additional Assessments and Special Assessments, and the term "other charges" includes:

- i. 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);
- ii. Damages or fines resulting from the failure of the Co-owner or any occupant of the Unit to comply with any of the terms, conditions, obligations, or restrictions contained in the Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws, the Association Bylaws, if any, and the Rules and Regulations, if any;
- iii. Any other charges or Assessments permitted by the Condominium Documents to be made against the Co-owner or Non-Co-owner occupant.

H. "Association" means 200 River Place Lofts Association, a Michigan nonprofit corporation of which all Co-owners are members, which will administer, operate, manage, and maintain the Condominium. Any action required of or permitted to be taken by the Association is exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or Michigan law.

I. "Board of Directors" or "Board" means the Board of Directors of the Association organized to manage, maintain, and administer the Condominium.

J. "Building" means each of the structures containing Units and Common Elements that are located within the Condominium.

K. "City" means the City of Detroit, Michigan.

L. "Common Elements", where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV of this Amended and Restated Master Deed, and does not refer to Units.

M. "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 Amended and Restated Master Deed for apportionment of the expenses of administration, operation, management, and maintenance of the Condominium, including:

- i. All sums the Association lawfully assesses against all Units in the Condominium;
- ii. Expenses associated with the maintenance, repair, renovation, restoration, or replacement of Common Elements, excluding expenses that 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.

N. "Condominium" means 200 River Place Lofts as a Condominium established in conformity with the provisions of the Condominium Act and includes: 1) the land and all buildings, improvements, and structures, and 2) all easements, rights and appurtenances belonging to the Condominium.

O. "Condominium Documents" means and includes this Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws attached as Exhibit "A", the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as amended by the First Amendment to Master Deed, the Association's Amended and Restated Articles of Incorporation, and the Association's Rules and Regulations, if any.

P. "Condominium Premises" means and includes the land described in Article II of this Amended and Restated Master Deed, and the buildings, improvements, and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

Q. "Condominium Subdivision Plan" or "Plan" means the Condominium Subdivision Plan, of 200 River Place Lofts as prepared by Nowak and Fraus, PLLC, and attached to the original Master Deed as Exhibit "B", as amended by the First Amendment to Master Deed, which assigns a number to each Unit and includes a description of the nature, location, and approximate size of certain Common Elements.

R. "Co-owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination(s) thereof who or which owns one or more Units in the Condominium. The term "Owner" or "owner" is synonymous with the term "Co-owner." A land contract vendee shall be deemed the Co-owner for the Unit unless the land contract provides otherwise. Notwithstanding the above, both land contract vendees and vendors shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents or in the Condominium Act.

S. "Easements" means the Easements set forth in Article II, Legal Description, and Article VII, Easements, Restrictions, and Agreements, in this Amended and Restated Master Deed.

T. "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.

U. "General Common Elements" means the Common Elements other than the Limited Common Elements.

V. "Good Standing" means a Co-owner is not in default of the financial obligations to the Association, including payment of monthly installments and other payments related to Assessments (excluding Fines), and including late fees and interest related to past due payments, as defined in the Amended and Restated Condominium Bylaws.

W. "Home Office" means a designated space within a residential Unit which is used by Co-owners and residents for business purposes, including self-employed persons responsible for management and administration of a small business, or employed persons working remotely for a company or a non-profit organization, either on a part-time or full-time or volunteer basis.

X. "Limited Common Elements" means a portion of the Common Elements reserved for the exclusive use of less than all the Co-owners, as described in Article IV of this Amended and Restated Master Deed.

Y. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

Z. "Percentage of Value" means the percentage assigned to each Unit in Article VI of this Amended and Restated Master Deed. 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 in the Condominium Documents or in the Condominium Act.

AA. "Parking Garage Map" means the diagram attached to the Amended and Restated Master Deed as Exhibit "C", which shows the location of handicapped parking spaces for persons with disabilities and assigns a number to each parking space in the Parking Garage.

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

CC. "River Revitalization, LLC" refers to the original Developer of the Condominium, a Michigan Limited Liability Company, and its successors and assigns, which made and executed the original Master Deed.

DD. "Rules" or "Rules and Regulations" means those rules and regulations adopted by the Board of Directors in accordance with the Condominium Documents and Section 65 of the Condominium Act (MCL 559.165).

EE. "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 Article II, Section 3(C) of the Amended and Restated Condominium Bylaws.

FF. "Unit" or "Condominium Unit" means a single Unit in 200 River Place Lofts, as identified on the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as amended by the First Amendment to Master Deed, 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.

Whenever any reference is made to one gender, the same includes a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference also includes to the plural where the same would be 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 of this Amended and Restated Master Deed, not identified as Units or Limited Common Elements, and including any roads, driveways, sidewalks, landscaping, fences, and beneficial easements designated on the Condominium Subdivision Plan.

(2)     **Electrical.** The house electrical meters and electrical wiring network throughout the Condominium, including that contained within Units and Unit walls, ceilings, and floors, up to the point of connection with the electrical meter for any individual Unit.

(3)     **Electrical Fixtures.** The electrical fixtures, plugs, switches, fuse boxes or electrical control panels, and any other similar item connected to the electrical wiring network, located outside the boundaries of a Unit and serving the General Common Elements and the related electrical wiring network.

(4)     **Elevators.** The lobby elevator and freight elevator, elevator shafts, equipment, and appurtenances located off the corridors.

(5)     **Central Stairwells.** All stairwells located off the corridors.

(6)     **Corridors.** All corridors, including alcoves, throughout the Condominium.

(7)     **Storage Rooms.** The storage rooms used for storage of maintenance equipment and supplies.

(8)     **Community Rooms.** The front entrance and lobby, and each community room, mechanical room, service room, closet and other rooms not designated as Limited Common Elements or Units.

(9) **Telephone.** The telephone wiring network throughout the Condominium, including that contained within Units and Unit walls, floors, or ceilings, up to the point of connection with the telephone junction box within a Unit.

(10) **Water.** The water meters and the water distribution system throughout the Condominium, including those lines contained within Units and Unit walls, floors, or ceilings, up to the point of connection with the plumbing fixtures for any Unit.

(11) **Gas.** The gas meters and gas lines throughout the Condominium, including those lines contained within Units and Unit walls, floors, or ceilings, up to the point of connection with the gas fixtures for any Unit.

(12) **Sanitary Sewer.** The sanitary sewer system throughout the Condominium, up to the point of entry to the Unit it serves.

(13) **Storm Sewer.** The storm drainage system throughout the Condominium, including the sump pump system in the Basement.

(14) **Heating System.** The heating units located on the roof of the building, and the heating units located in the parking garage, basement, stairwells, and service rooms, which service the General Common Elements, and all duct work, fans, and other appurtenances of the heating system.

(15) **Air Conditioning System.** The air conditioning condensers located on the roof of the building, and all duct work, fans, and appurtenances of the air conditioning system that service the General Common Elements.

(16) **Cable Television.** The cable television wiring network throughout the Condominium, including that contained within Units and Unit walls, floors, or ceilings, up to the point of connection with equipment within any Unit.

(17) **Telecommunications.** The telecommunications system throughout the Condominium, including wiring contained within Units and Unit walls, floors, or ceilings, up to the point of connection with equipment within any Unit.

(18) **Mailbox Stands.** Any mailbox stand containing mailboxes throughout the Condominium.

(19) **Dumpster.** The dumpster located on the Condominium Premises, including the pad and fencing.

(20) **Fire Alarm and Suppression System.** The fire alarm and suppression system located throughout the Condominium, including smoke alarms, fire alarm control panels, fire doors, strobe lights, horns, and sprinkler systems, which services the Common Elements and Units of the Condominium.

(21) **Community Terrace.** The Community Terrace, if built.



(22) **Parking Garage and Basement.** The Parking Garage and Basement, including service rooms and storage areas, previously identified and designated as Units 1 and 2 in the Condominium in the original Master Deed, are General Common Elements.

(23) **Structural Elements.** The foundations, supporting columns, beams, perimeter walls (including Building exterior and interior bearing walls, and Unit perimeter walls), roofs, ceilings, floor construction (including between Units and between Unit levels except finished flooring and plywood subfloor if any), and other structural components.

(24) **Windows and Doors.** All exterior windows and doors in Building perimeter walls within Corridors, Community Rooms, and Units (including window and door frames, screens, thresholds, exterior sills, weather stripping, locks, and related trim and hardware); and all interior doors within Corridors (including Unit entry doors), Community Rooms, Parking Garage (including garage doors), and Basement.

(25) **Other.** All other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, and safety of the Condominium.

(26) **Utility Systems.** Some or all the utility lines and systems (including mains and service leads) and equipment described above (hereinafter referred to as "Utility Systems") may be owned by the local public authority or by the company providing the pertinent service. Accordingly, such Utility Systems are General Common Elements only to the extent of the Co-owners' interest therein, if any. In addition, where necessary or applicable, there shall be an easement for these General Common Elements through each Unit to enable the Utility Systems to appropriately serve each of the Units in the Condominium.

**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) **Electrical.** The electrical wiring network contained within Units or Unit walls, ceilings, or floors, or located in any other portion of the Common Elements, commencing with the electrical meter for the Unit, up to the point of connection with electrical fixtures, plugs and switches within the Unit, which is assigned to the Unit which it services.

(2) **Electrical Fixtures.** All electrical fixtures, plugs, switches, fuse boxes or electrical control panels, and any other similar item connected to the electrical system assigned to a Unit located outside the boundaries of a Unit, which are assigned to the Unit which they service.

(3) **Telephone.** The telephone wiring network contained within Unit walls, floors, or ceilings, or located in any other portion of the Common Elements, or a Unit, commencing with the telephone junction box within the Unit, to the point of connection with telephone outlets and equipment within the Unit, which is assigned to the Unit which it services.

(4) **Private Roof Decks.** The private roof decks located above the roof above the fourth floor, stairways to the private roof decks, and roof top storage units, which are assigned to certain Units as shown on the Condominium Subdivision Plan.

(5) **Private Terraces.** The private terraces located on the second floor on the roof above the Parking Garage, which are assigned to certain Units as shown on the Condominium Subdivision Plan.

(6) **Storage Spaces.** If built, each storage space located in the Basement, which is to be assigned to a particular Unit by the Association.

(7) **Sanitary Sewer.** The sanitary sewer system contained within Units or Unit walls, floors, or ceilings, or located in any other portion of the Common Elements, from the first point of entry into the Unit, which is assigned to the Unit it serves.

(8) **Mailboxes.** Each mailbox in the mailbox stands which is assigned to the Unit which it serves.

(9) **Interior Surfaces.** The interior surfaces of ceilings, floors and perimeter walls contained within a Unit, which are assigned to the Unit of which they are a part.

(10) **Other.** Any other elements of the Condominium not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Condominium, are Limited Common Elements.

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

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.** Except as provided in Section 2(B) below, the responsibility for maintenance, decoration, repair and replacement of a Unit, Limited Common Elements appurtenant to the Unit, and those General Common Elements described herein, are the responsibility of the Co-owner(s) of each Unit, including all fixtures, improvements, personal property, and associated costs. Additionally, 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 the Unit and supporting hardware (which may exist outside the Unit), including, but not limited to, washer and dryer (including related plumbing lines, vents, and ductwork contained within the boundaries of the Unit), humidifier, air cleaner, any personal Unit alarm system, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans and related ductwork, vent covers and filters, hot water heaters, and fireplaces (including related flues, dampers, and chimneys, if any);

- (b) ***HVAC Equipment.*** All heating, ventilation, and air conditioning equipment which service a Unit, including furnace, cooling coil, filter, condenser (located on the roof), humidifier (if any), and related ductwork, copper plumbing lines, thermostat, and electrical lines (even if located outside of the boundaries of the Unit).
- (c) ***Electrical Lines and Fixtures.*** Electrical lines, wires, outlets, switches, boxes, circuit breakers and fixtures contained within Units or Unit walls, ceilings, or floors, commencing with and including the electrical circuit breaker panel within the Unit (excluding any electrical lines running through the Unit or Unit walls, ceilings, or floors, to serve other Units or the Common Elements);
- (d) ***Gas Lines and Fixtures.*** All gas lines, pipes, valves, and fixtures contained within Units or Unit walls, ceilings, or floors, commencing with and including the main shutoff valve within the Unit (excluding any gas mains or lines running through the Unit or Unit walls, ceilings, or floors, to serve other Units or the Common Elements);
- (e) ***Water Lines and Fixtures.*** The water lines, pipes, valves, and fittings contained within Units or Unit walls, ceilings, or floors, commencing with and including the main shutoff valve within the Unit (excluding any water mains or lines running through the Unit or Unit walls, ceilings, or floors, to serve other Units or the Common Elements);
- (f) ***Sanitary Sewer Lines and Fixtures.*** The sanitary sewer lines, pipes, and traps contained within Units or Unit walls, ceilings, or floors, from the first point of entry into the Unit (excluding any sanitary sewer lines, pipes and traps running through the Unit or Unit walls, ceilings, or floors, to serve other Units or the Common Elements);
- (g) ***Cable Television and Telecommunications.*** The cable television and telecommunications wiring networks contained within Units or Unit walls, ceilings, or floors, commencing with and including the cable television and telecommunications junction boxes within the Unit (excluding any cable television and telecommunication wires running through the Unit or Unit walls, ceilings, or floors, to serve other Units or the Common Elements);
- (h) ***Unit Fire Alarm Systems.*** The smoke alarms, carbon monoxide alarms (if any), and related wiring networks, contained within Units, including maintenance, repairs, and replacements to comply with City and State building codes and fire safety regulations (excluding fire alarm control modules, wiring networks, strobe lights, horns, and sprinkler systems contained within Units or the Common Elements)

- (i) ***Unit Improvements.*** All improvements and/or decorations, including, but not limited to, cabinets, counters, sinks, toilets, plumbing fixtures, floor and wall tile, finished flooring (including plywood subfloor if any), and related trim and hardware; and paint, wallpaper, window treatments, carpeting or other floor covering and trim;
- (j) ***Unit Doors and Windows.*** Unit entry doors and alcoves, including door frames, thresholds, doorbells, locks, and related trim and hardware (even if they may be designated as General Common Elements); and all interior doors and windows within the boundaries of a Unit, including closet doors, related trim and hardware; excluding external windows in Building perimeter walls which are designated as General Common Elements;
- (k) ***Private Roof Decks.*** Private roof decks, including stairways to private roof decks, temporary and permanent structures, storage units, decks and railings (even if they may be designated as General Common Elements); exterior access doors and windows on private roof decks, including door and window frames, storm doors, screens, thresholds, sills, weather stripping, locks, and related trim and hardware (even if they may be designated as General Common Elements); and roofs related to private roof decks (excluding the Building roof below the private roof decks); and including electrical wires, outlets, switches and light fixtures, water lines and related fixtures (if any); excluding fire alarm system wiring, horns and strobe lights (if any); and excluding the steel structure and brick walls under the private roof decks which are designated as a General Common Elements;
- (l) ***Private Terraces.*** Private terraces, including temporary and permanent structures, decks and railings; and exterior access doors to private terraces, including door frames, storm doors, screens, thresholds, sills, weather stripping, locks, and related trim and hardware (even if they may be designated as General Common Elements); and including electrical wires, outlets, switches and light fixtures, water lines and related fixtures (if any); excluding fire alarm system wiring, horns and strobe lights (if any); and excluding the Building roof above the Parking Garage which is designated as a General Common Element;
- (m) ***Drywall and Insulation.*** Interior drywall on perimeter walls, interior walls, and ceilings within Units, and insulation within perimeter walls, interior walls, ceilings, and attics (even though some of these elements may be designated as a General Common Element);

- (n) All other items not specifically enumerated above but which are located within the boundaries of a Unit.

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

(3) **Co-owner Additions, Modifications.** Improvements, additions, or modifications, even though approved by the Association, are the responsibility of the Co-owner.

(4) **Co-owner Fault.** Any and all costs for maintenance, decoration, repair and replacement of any Common Element or other Unit caused by the intentional or unintentional act(s) of any Co-owner or their family, guests, tenants or invitees is the Co-owner's responsibility.

**B. Association Responsibilities:**

(1) **Limited Common Elements.** Except in cases of Co-owner fault, the Association is responsible for the maintenance, repair, and replacement of the following Limited Common Elements:

A. **Storage Spaces.** The responsibility for and costs of maintenance, decoration, repair, and replacement of all Limited Common Elements described in Article IV, Section 1.B.(6) (Storage Spaces) shall be borne by the Association and shall be an expense of administration of the Condominium.

B. **Mailboxes.** The responsibility for and costs of maintenance, decoration, repair, and replacement of all Limited Common Elements described in Article IV, Section 1.B.(8) (Mailboxes) shall be borne by the Association and shall be an expense of administration of the Condominium (excluding lost keys to mailboxes which shall be replaced as an expense to the Co-owner).

C. **Unit Electrical Meter and Wiring Network.** The electrical meter and wiring network which services a Unit, located within the Common Elements outside the boundaries of the Unit, or running through other Units to service the Unit, commencing with the electrical meter for the Unit located in the basement, up to the point of connection with the electrical circuit breaker panel within the Unit.

(2) **General Common Elements.** The costs of 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) are the Association's responsibility, in accordance with the provisions of this Article IV of the Amended and Restated Master Deed, and provisions in the Amended and Restated Condominium Bylaws.

(3) **Utility Charges.** The Association is responsible for paying all commonly metered utilities as an expense of administration; provided, however, that the Association acting through its Board of Directors may, but is not obligated to, install individual water and/or gas meters for each Unit, in which case the Co-owners of each Unit shall bear the cost for the services furnished.

(4) **Unauthorized Repair.** The Association shall not be obligated to reimburse any Co-owner for repairs made or contracted for by the Co-owner. Unless otherwise determined by the Board of Directors, the Association shall only be responsible for payments to contractors for work authorized and contracted by the Board of Directors.

**C. Unusual Expenses:**

Any other unusual common expenses benefiting less than all the Units or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium or by their licensees or invitees will be specifically assessed against the Unit or Units involved in accordance with MCL 559.169 of the Condominium Act.

**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 purposes of the Condominium, the Condominium Documents, zoning and other ordinances of the City of Detroit, 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 forty-eight (48) Units labeled 3 through 50 inclusive. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan, of 200 River Place Lofts as prepared by Nowak and Fraus, PLLC, and attached as Exhibit B to the Master Deed for 200 River Place Lofts, as amended. Any reference or

identification of former Unit 1 or former Unit 2 in the Condominium Subdivision Plan as “Units” is hereby replaced with “Parking Garage” and “Basement” which are General Common Elements.

Each Unit shall include: all that space contained within the interior unpainted walls and ceilings and from the plywood subfloor (if any), as shown on the floor plans and sections in Exhibit B and delineated with heavy outlines.

**Section 2. Percentage of Value and Voting Rights.**

The percentage of value assigned to each Unit shall be determined based on the relative size of each Unit measured in square feet. The percentages set forth below may be adjusted by the Association based upon the physical measurements of each Unit. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds of insurance and expenses of administration, and unless specifically stated to be of equal value in this Amended and Restated Master Deed or the Amended and Restated Condominium Bylaws, the value of such Co-owner’s vote at meetings of the Association. The total value of the Condominium is one hundred (100%) percent and the value of individual Units may have been arbitrarily adjusted to achieve that total percentage. The percentage of value for each Unit is set forth below:

Unit Number	Percentage of Value
3	2.41
4	2.37
5	1.59
6	2.19
7	2.35
8	3.36
9	2.36
10	1.81
11	1.77
12	2.37
13	2.60
14	1.79
15	1.32
16	1.32
17	1.32
18	2.40
19	2.41
20	2.37
21	1.59
22	2.19
23	2.35
24	3.36
25	2.36
26	1.81

Unit Number	Percentage of Value
27	1.77
28	2.37
29	2.60
30	1.79
31	1.32
32	1.32
33	1.32
34	2.40
35	2.41
36	2.37
37	1.59
38	2.20
39	2.35
40	3.36
41	2.36
42	1.81
43	1.77
44	2.37
45	2.60
46	1.79
47	1.32
48	1.32
49	1.32
50	2.40



**ARTICLE VII  
EASEMENTS, RESTRICTIONS AND AGREEMENTS**

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

In the event 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, a valid easement for the encroachment will exist, except to the extent limited by MCL 559.140 of the Condominium Act.

There will be easements to, through and over those portions of the land, structures, Buildings, improvements, and walls contained therein 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. Easements of support will exist with respect to any Unit wall that supports a Common Element.

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

The Board of Directors may grant easements over or through any portion of any General Common Elements for utility, roadway, construction, safety purposes, or for any other purpose as may be beneficial to the Condominium.

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

The Association and all public or private utilities will 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 of maintenance, repair, decoration, 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. These easements include, without limitation, the right of the Association to obtain access to utilities, fire alarm and suppression systems, and other Common Elements located within any Unit or its appurtenant Limited Common Elements, during reasonable hours and upon reasonable notice to Co-owners.

**Section 4. Telecommunications Agreements.**

The Association, acting through its Board of Directors, will have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access, within the General Common Elements of the Condominium, and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, and access agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively referred to as "Telecommunications") to the Condominium. All sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, are receipts of administration of the Condominium within the meaning of the Condominium Act and must be paid over to and the property of the Association.

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

There exists for the benefit of the Co-owners, the City of Detroit, and any emergency service agency or other governmental unit, an easement over all roads and driveways in the Condominium for use by the City of Detroit and emergency or other governmental service vehicles. This easement is for purposes of 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 and Co-owners. 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.

**Section 6.      Dedication of Certain Easements.**

The Association reserves the right to grant easements over, under and across the Condominium Premises for streets and utilities and to dedicate rights of way and utilities to the public, appropriate governmental agencies, or public utility companies, and to transfer title of utilities to state, county, or local governments for such consideration as the Association shall determine in its sole discretion. Any such dedication, easement or transfer of title may be made by the Association without the consent of any Co-owner, Mortgagee, or other person; and shall be evidenced by an appropriate amendment to this Amended and Restated Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. 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 or amendments of this Amended and Restated Master Deed to effectuate the foregoing grant of easements or dedication.

**Section 7.      Grant of Certain Easement for Parking.**

The Parking Garage is subject to a permanent non-exclusive easement for the Co-owners for ingress/egress and parking, subject to the limitations stated herein. This easement shall be appurtenant and inseparable from ownership of a residential Unit. Each Co-owner will be assigned one (1) parking space within the Parking Garage. In addition, the Co-owners shall be permitted to park in other unassigned parking spaces within the General Common Element Parking Garage on a first come-first serve basis. Co-owners who qualify for handicapped parking spaces shall have the right to park in such specially designated spaces at any time. The Association shall have the right to establish reasonable rules and regulations concerning the use of the parking spaces and the Parking Garage, including, but not limited to, speed and noise limitations, and restrictions on the number of vehicles that any Co-owner and their family, guests, tenants, or invitees, may park in the Parking Garage for each Unit. Further, the Association may establish reasonable restrictions to control access through electronic card readers or other such devices.

Notwithstanding the provisions in the foregoing paragraph, pursuant to Warranty Deed dated September 20, 2005, recorded in Liber 43519, Page 82, Wayne County Records, River Revitalization, LLC, assigned parking space #24 and parking space #25 in the Parking Garage to Unit 19. Accordingly, parking space #24 and parking space #25 as shown on the Parking Garage Map attached as Exhibit "C" to this Amended and Restated Master Deed, are assigned to Unit 19.

Section 8.      **Licensing of Basement Storage Spaces.**

The Association, acting through its Board of Directors, will have the power to make license agreements with Co-owners and residents of the Condominium for the temporary use of storage spaces in the General Common Element Basement, for purposes that benefit the community.

Section 9.      **Other Easements.**

The Condominium Premises is also encumbered by other easements, including, but not limited to: (i) easements for sanitary sewers granted to the City of Detroit and the State; (ii) an easement in favor of the City of Detroit; (iii) the rights of the public and of any governmental unit to any road, street or highway; (iv) Declaration and Confirmation of Easements dated November 8, 1986 and recorded November 12, 1986 in Liber 23001, Page 698, Wayne County Records, specifically including Easements number 2, 4, 5, 6, 7, 8, 11 and 15; (v) Overhead Walkway Agreement dated March 5, 1991 and recorded March 11, 1991 in Liber 25031, Page 225, Wayne County Records; and (vi) Easement Agreement dated May 27, 2004 and recorded December 15, 2004 in Liber 41854, Page 763, Wayne County Records.

**ARTICLE VIII  
AMENDMENTS**

This Amended and Restated Master Deed and any Exhibit hereto may be amended as provided in the Condominium Act in the following manner, and shall be effective when recorded with the Wayne County Register of Deeds:

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

Except as otherwise provided in this Article VIII, the Association may make and record amendments to this Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws, or the Condominium Subdivision Plan, which materially alter or change the rights of a Co-owner or Mortgagee, upon the affirmative vote of not less than two-thirds (2/3) of the Co-owners in equal value 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 of Directors. For purposes of this section, the affirmative vote of a 2/3 of Co-owners is considered 2/3 of all Co-owners entitled to vote as of the record date for such votes, as provided by MCL 559.190(8).

Section 2.      **Association Approval.**

The Association reserves the right to amend this Amended and Restated Master Deed, the Amended and Restated Condominium 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 3. Amendments Not Requiring Two-Thirds (2/3) Approval.**

Notwithstanding any contrary provision of this Master Deed or the Condominium Bylaws (but subject to the limitation contained in Section 4 below), without approval of the Co-owners or Mortgagees the Association reserves the right to amend materially this Master Deed or any of its Exhibits for any of the following purposes:

- A. To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws or to correct errors in the boundaries or locations of improvements;
- B. To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of the title insuring or proposing to insure title to any Unit;
- C. To make, define or limit easements affecting the Condominium Premises;
- D. To facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by Freddie Mae, Fannie Mae, Ginnie Mae, 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 mortgages.
- E. To administer the Parking Garage and amend the Parking Garage Map, attached to the Amended and Restated Master Deed as Exhibit "C", and to adopt Rules and Regulations regarding the use of the Parking Garage, subject to any express limitations on use contained in the Amended and Restated Master Deed or the Amended and Restated Condominium Bylaws.

**Section 4. Mortgagee Consent.**

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

**Section 5. 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 of this Amended and Restated Master Deed, may not be modified without the consent of each affected Co-owner and Mortgagee, except as permitted by the provisions of the Condominium Act, as amended. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with MCL 559.151 of the Condominium Act. Units may be consolidated as provided in MCL 559.148 of the Condominium Act.

Section 6.      **Termination, Vacation, Revocation, and Abandonment.**

The Condominium may be terminated, vacated, revoked, or abandoned with the written consent of eighty percent (80%) of the Co-owners in accordance with MCL 559.190(1), 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 7.      **Limitation on Co-owner Challenge.**

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

**ARTICLE IX  
CONFLICTING PROVISIONS**

If any provision of this Amended and Restated Master Deed conflicts with the Act, then the Act will control. If any provision of this Amended and Restated Master Deed conflicts with any provision of the Amended and Restated Condominium Bylaws, the Condominium Subdivision Plan, the Amended and Restated 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 Condominium 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.

**200 River Place Lofts Association**

By: *Mark Maibenger*

Name: Mark Maibenger

Its: President

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF Oakland )

On this 15<sup>th</sup> day of April, 2024, the foregoing Amended and Restated Master Deed was acknowledged before me by Mark Maibenger President of 200 River Place Lofts Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

*Hannah Kutsch*  
Notary Public, Hannah Kutsch  
Livingston County, Michigan

My Commission Expires: July 13, 2029  
Acting in Oakland County, Michigan



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

Matthew W. Heron  
Hirzel Law, PLC  
37085 Grand River Avenue, Suite 200  
Farmington, Michigan 48335  
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