

MASTER DEED
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02/09/2016 12:58:20 P.M. RECEIPT# 14845
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**AMENDED AND RESTATED MASTER DEED OF
ADAMS LANDING CONDOMINIUMS
(ACT 59, PUBLIC ACTS OF 1978 AS AMENDED)
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 440**

This Amended and Restated Master Deed is made and executed on this 26th day of January, 2016, by Adams Landing Condominiums Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose registered office is located c/o 29250 W. 9 Mile Rd., Farmington Hills, MI 48336, represented herein by James Taylor, the President of Adams Landing Condominiums Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WHEREAS, the Association desires by recording this Amended and Restated Master Deed, together with the Amended and Restated Condominium Bylaws attached hereto as Exhibit "A", and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as amended (and which is hereby incorporated by reference and made a part hereof), to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act of Michigan. The original Master Deed for Adams Landing Condominiums was recorded in Liber 9268 Pages 283 et seq., together with the First Amendment to Master Deed recorded in Liber 9500, Pages 404 et seq., Second Amendment to Master Deed recorded in Liber 9901, Pages 423 et seq., Third Amendment to Master Deed recorded in Liber 10626, Pages 263 et seq., and Fourth Amendment to Master Deed recorded in Liber 48135, Pages 344 et seq., Oakland County Records, all of which are superseded hereby with the exception of the Condominium Subdivision Plan attached to the original Master Deed, as previously amended, which is incorporated herein by reference as Exhibit B hereof.

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B

NOW THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of Adams Landing Condominiums as a Condominium under the Condominium Act and does declare that Adams Landing Condominiums (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Master Deed and Exhibits "A" and "B" applicable hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

13-11-451-200-ent

OK - AN

OK - RC

ARTICLE I TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Adams Landing Condominiums, Oakland Condominium Subdivision Plan No. 440, consisting of 66 Units, numbered 1-66. The Condominium Project is established in accordance with the Act.

Section 2. Condominium 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 therein, are set forth completely in the Condominium Subdivision Plan applicable to this Amended and Restated Master Deed as Exhibit "B". Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium Project as are designated by the Amended and Restated Master Deed.

Section 3. Voting. Co-owners shall have voting rights in Adams Landing Condominiums Association as set forth herein, in the Amended and Restated Condominium Bylaws and Articles of Incorporation of such Association.

ARTICLE II LEGAL DESCRIPTION

The land which comprises the Condominium Project established by the Master Deed is particularly described as follows:

Adams Landing Condominiums project site is situated in the Southeast $\frac{1}{4}$ of Section 11, Town 3 North, Range 9 East, Township of Waterford, Oakland County, Michigan described as:

Lots 80-89, inclusive, of "Supervisor's Plat No. 4", as recorded in Liber 26 of Plats, Page 31, Oakland County Records and Lot 1 of "Supervisor's Plat No. 50", as recorded in Liber 65 of Plats, Page 20, Oakland County Records, except that part taken for Dixie Hwy, the remaining land more particularly described as: Beginning at a point on the Northerly right-of-way line of Dixie Hwy and the South line of Lot 1 of "Supervisor's Plat No. 50", being located N. $89^{\circ} 41' 45''$ E. 888.83 feet and N. $80^{\circ} 03' 45''$ W. 70.00 from the South $\frac{1}{4}$ corner of Section 11; thence from said Point of Beginning, along the Northerly right-of-way line of Dixie Hwy and the South line of Lot 1 of "Supervisor's Plat No. 50" N. $80^{\circ} 03' 45''$ W. 221.58 feet to the Southwest corner of "Supervisor's Plat No. 50" and the East line of "Supervisor's Plat No. 4"; thence continuing along the Northerly right-of-way line of Dixie Hwy N. $78^{\circ} 38' 41''$ W. 196.34 feet and N. $71^{\circ} 04' 42''$ W. 316.01 feet; thence on a curve to the right (Radius = 2804.95 feet, Long Chord = N. $69^{\circ} 26' 52''$ W. 111.59 feet) and arc distance of 111.60 feet to the Westerly line of Lot 80 of "Supervisor's Plat No. 50"; thence along the Westerly line of said Lot 80 N. $00^{\circ} 16' 41''$ W. 400.00 feet to traverse point "A"; thence continuing N. $00^{\circ} 16' 41''$ W. 22.00 feet to the shore of Loon Lake; thence along the shore of Loon Lake Easterly 970.00 feet to the East line of Lot 1 of "Supervisor's Plat No. 50"; thence along the East line of Lot 1, South 2.00 feet to traverse point "B"; traverse point "B" being

located S. 67° 53' 47" E. 108.14 feet and thence S. 77° 15' 19" E. 155.32 feet; thence S. 88° 08' 19" E. 635.40 feet from traverse point "A"; thence from traverse point "B" along the East line of Lot 1 South 385.32 feet; thence N. 80° 03' 45" W. 70.00 feet; thence South 150.00 feet to the point of beginning; subject to an easement for sanitary sewer as recorded in Liber 6003, Page 651, Oakland County Records, and excepting other easements, encumbrances and restrictions of record.

ARTICLE III DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits "A" and "B", but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations of Adams Landing Condominiums Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Adams Landing Condominiums, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Master Deed or its exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

B. "Association" or "Association of Co-owners" means Adams Landing Condominiums Association, a non-profit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Amended and Restated Condominium Bylaws of Adams Landing Condominiums Association, pertaining to operation of the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Unit" or "Condominium Unit" each mean a single complete Unit in Adams Landing Condominiums, as such may be described in Article VI hereof and on Exhibit B applicable hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

E. "Amended and Restated Condominium Bylaws", "Amended and Restated Condominium Bylaws" or "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.

F. "Condominium Documents", wherever used, means and includes this Amended and Restated Master Deed and Exhibit "A" hereof and The Condominium Subdivision Plan, together with the Articles of Incorporation, Association Bylaws and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging to Condominium as described above.

H. "Condominium Project", "Condominium" or "Project" means Adams Landing Condominiums as a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed, as amended, that is incorporated herein by reference as Exhibit "B" hereof.

J. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term "owner", wherever used, shall be synonymous with the term "Co-owner". Both Land Contract vendees and vendors shall be considered Co-owners, and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents of Adams Landing Condominiums and the Act.

K. "Developer" shall refer to Poponea Affolder Investment & Development, Inc., a Michigan corporation, which made and executed the original Master Deed, and its successors and assigns.

L. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV hereof, and does not refer to Condominium Units.

M. "Amended and Restated Master Deed" means this document which when recorded shall reaffirm the establishment of the Condominium, and to which the Amended and Restated Condominium Bylaws and the amended Condominium Subdivision Plan are attached or made applicable as exhibits.

N. "Percentage of value" means the percentage assigned to each Condominium Unit in Article VI hereof. The percentages of value of all Units shall total one hundred (100%) percent. Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act. Percentages of value for each Condominium Unit have been determined with reference to reasonably comparative characteristics.

O. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

P. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

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

ARTICLE IV COMMON ELEMENTS

Section 1. Common Elements. The Common Elements of the Condominium described below and in the Condominium Subdivision Plan and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

A. General Common Elements. The General Common Elements are:

(1) Land. The land described in Article II hereof, including driveways, roads, landscaping and plant materials installed by the Developer or the Association, retaining walls, entryway signs and unassigned parking spaces;

(2) Utility Systems. The electrical, gas, telephone, plumbing and cable television (if any) networks or systems throughout the Condominium, including that contained within Unit walls up to the point of connection with outlets, switches or fixtures within any Unit;

(3) Attic Area. The attic areas shown on the Condominium Subdivision Plan;

(4) Storm Sewer. The storm drainage systems throughout the project;

(5) Water and Sanitary Sewer. The water distribution and sanitary sewer system throughout the Project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any Unit;

(6) Construction. Foundations, supporting columns, unit perimeter walls (including exterior facing portion of windows and doors therein), roofs, ceilings, floor construction, fireplace construction and chimneys;

(7) Mailbox Clusters. The mailbox clusters within the Project to the extent not owned by the USPS;

(8) Irrigation. The irrigation system throughout the Project, including wells, if any, water lines, shut offs, valves, sprinkler heads, timers, pumps and electrical equipment;

(9) Street Lighting. Common street lighting throughout the Project;

(10) Clubhouse, Pool. The Clubhouse, pool, surrounding decks and related recreational facilities;

(11) Docks. The easterly three feet of the six-foot dock adjacent to slip 35 and 36 is a General Common Element, as is the eight foot wide marina dock;

(12) Beneficial Easements. The easements for ingress, egress and storm drainage identified in Article II hereof;

(13) Other. All elements of the project designated as general common elements in Exhibit "B" applicable to this Master Deed, and, such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit and/or which are not designated as Limited Common Elements in Exhibit "B" or in subsection B

of this Article and which are intended for common use or necessary to the existence, upkeep and safety of the project.

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

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above ("utility system") service single buildings containing more than one condominium unit. Accordingly, and where necessary or applicable, there shall be an easement for that common element through each condominium unit to enable the utility system to appropriately serve each of the Condominium Units in the subject building.

B. Limited Common Elements. Limited Common Elements shall be 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) Garages. Each garage (including the storage area in the attic constructed by the Developer, if any) in the Condominium marked with a number, as shown on the Condominium Subdivision Plan, are Limited Common Elements limited in use to the Co-owner of the Unit whose number corresponds in number to such garage;

(2) Marina Slips. Each individual marina slip in the Project (identified on the Condominium Subdivision Plan as "D-1" through "D-36") is limited in use to the Co-owner of the Unit to which it has been assigned by deed or Assignment of Marina Slip duly recorded in the office of the Oakland County Register of Deeds;

(3) Finger Piers. Each finger pier in the Project (identified on the Condominium Subdivision Plan as "3' dock") is limited to the Co-owner or Co-owners of the Unit or Units to which the adjacent marina slip or slips are appurtenant as Limited Common Elements. The westerly three feet of the six-foot dock adjacent to marina slips 35 and 36 are appurtenant as Limited Common Elements to marina slips 35 and 36, respectively;

(4) Decks, Balconies, and Patios. Decks, balconies and patios, as shown on the Condominium Subdivision Plan, are Limited Common Elements limited to the use of the Co-owners of the Units which open onto such Limited Common Elements;

(5) Crawl Spaces. the crawl space areas located below the first floor Units are limited to the use of the Co-owners of the first floor Units located immediately above such crawl space areas, as shown on the Condominium Subdivision Plan;

(6) HVAC, Hot Water. Each individual air conditioner, compressor, furnace and hot water heater (including associated ductwork) is limited to the use of the Co-owners of the Unit serviced by the same;

(7) Common Facilities. Common porches, doors, stairs and hallways, including windows and common building entry doors therein, not exclusively serving one specific Unit in Buildings having such facilities, are limited to the use of the Co-owners of the Units in each Building containing such common facilities;

(8) Parking Spaces. Each parking space marked with a number, as shown on Condominium Subdivision Plan (which is the parking space directly in front of the Attached Garages), is limited in use to the Co-owner of the Unit whose number corresponds in number to such parking space;

(9) Interior Surfaces, Fireplace Combustion Chambers. Interior surfaces of Unit perimeter walls (including the interior surfaces of windows and doors therein), ceilings, floors and fireplace combustion chambers contained within a Unit are limited to the sole use of the Co-owner of such Unit;

C. Responsibility. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of Condominium Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

(1) Co-owner Responsibilities:

(a) Unit, Limited Common Elements. The primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Project, the Limited Common Elements described above in subparagraphs B.(1), (2), (3), (6), and (9), (with the exception of the exterior and structure of garages), and those General Common Elements responsibility for which is assigned to Co-owners in the various subparagraphs of Subsection (b) below shall be borne by the Co-owner of the Unit, except as hereinafter described.

(b) Additional Responsibilities of Co-owners. In clarification of the Co-owners' responsibility under this Article IV, Section 1C(1)(a), each Co-owner shall be responsible for the cost of decorating, maintaining, repairing and replacing the following items:

(I) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, furnace and air conditioner, humidifier, air cleaner, any personal alarm system, hot water heater, air conditioning compressor and coil, garbage disposal, dishwasher, range and oven, microwave, refrigerator, vent fans and related ductwork, dryer venting, vent pipes, vent covers and filters;

(II) Individual unit entry doors, all windows (including doorwalls), screens and related hardware within the individual unit;

(III) Electrical lines and fixtures from and including the breaker box servicing the Unit and gas lines, pipes, valves and fixtures from and including the gas meter servicing the Unit, even though part of the systems may be designated as a General Common Element. Any modification to the existing electrical or gas system must be approved by the Board of Directors in writing and completed by a licensed electrician;

(IV) The water lines, pipes, valves and fixtures from the point of entry into the Unit (protruding from the wall), with the exception of mains serving other Units, even though part of the system may be designated as a General Common Element;

(V) All drain lines from the point that such line first enters a Unit, even though part of the system may be designated as a General Common Element;

(VI) All cabinets, counters, interior doors, closet doors, sinks, tile (either floor or wall) and related hardware;

(VII) Garage doors and all related springs, tracks and hardware, with the exception of exterior painting which will be performed by the Association, unless damaged by the Co-owner;

(VIII) Garage door openers and remotes and all related hardware;

(IX) All improvements or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings and trim;

(X) Co-owner installed landscaping and plantings;

(XI) The cost of maintenance, repair and replacement of all items referred to in Article V, Section 4 of the Condominium Bylaws, as amended hereby, shall be borne by the Co-owner, except as otherwise provided in the Condominium Documents.

(XII) All other items not specifically enumerated above which may be located within the space constituting an individual Unit.

(c) Utility Charges. All costs of electricity, telephone, gas and any other utility services individually metered and billed to a Unit shall be borne by the Co-owner of the Unit to which such services are furnished, without right of reimbursement for services rendered to Common Element areas. All common utility charges shall be expenses of administration of the Association.

(d) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications of whatever nature, including but not limited to finished basements and skylights, even though approved by the Association or installed by the Developer, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Project which require the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner.

(e) Common Irrigation Equipment. No Co-owner shall restrict or hinder the Association, contractors, or its agents from entering any Unit to maintain, repair or replace the irrigation system and/or controls (should the same be deemed necessary by the Association). Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association to avoid preventing reasonable accessibility to such equipment and shall at all times maintain reasonable accessibility to such equipment. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings or other improvements or property in the Unit which may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment. Co-owners shall also not restrict, convert, alter or tamper with utility services servicing Common Element areas, regardless of the fact that the same may be metered to and paid by individual Co-owners, without prior written approval of the Association.

(f) Co-owner Fault. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Condominium Bylaws.

(g) Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Condominium Bylaws shall be performed subject to the Association's mandatory prior approval and control with respect to color, style, material and appearance.

(2) Association Responsibilities:

(a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements (except those assigned to the Co-owners in Subparagraph C.(1)(b) above), shall be borne by the Association, subject to any provisions of this Article and the Condominium Bylaws expressly to the contrary.

(b) Limited Common Elements for which the Association is Responsible. The Association shall be responsible for the costs of maintenance repair and replacement, except in cases of Co-owner fault, of the exterior structure of garages. The Association shall also be responsible for the costs of maintenance repair and replacement, except in cases of Co-owner fault, of the Limited Common Elements described above in subparagraphs B.(4), (5), (7) and (8), together with fireplace combustion chambers, inserts, dampers, flues, lining, chimney structure, exterior hose bibs, main docks, rear walks, hall heaters, utility service to any buildings, etc..

(c) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

(3) Unusual Expenses. Any other unusual common expenses benefiting less than all of the Condominium Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Michigan Condominium Act.

(4) Telecommunications Bulk Service Agreement. The Condominium is currently subject to a bulk service agreement for telecommunications and cable services. Said Agreement is set to expire in July of 2014, at which time the Association may, but will not be obligated to, sign a new agreement with a provider to offer such services. If the Association elects to discontinue and not replace the Agreement, it will be up to Co-owners to obtain any services they desire, subject to the Association's right of approval as to installations and modifications to the General Common Elements as set forth in Article VI of the Condominium Bylaws.

ARTICLE V USE OF PREMISES

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances of

the Township of Waterford, State and Federal laws and regulations or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

ARTICLE VI CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Condominium Unit Description. The Condominium consists of 66 units numbered and described on the Condominium Subdivision Plan from 1-66. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Adams Landing Condominiums prepared by Kieft Engineering, Inc., made applicable hereto as Exhibit "B". Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "B" applicable hereto and delineated with heavy outlines.

Section 2. Percentages of Value. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project. The value of each Co-owner's vote at meetings of the Association and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration shall be equal. The total value of the Project is one hundred (100%) percent. The Developer had determined the percentages of value for each of the Units based on relative size and other comparative factors. The Percentages of Value for each Unit and the assignment of Limited Common Element Dock Slips are as follows:

<u>Unit Number</u>	<u>Percentage of Value</u>	<u>Dock Slip Assigned</u>
Unit 1	1.58	D-18
Unit 2	1.58	D-20
Unit 3	1.58	D-35
Unit 4	1.58	
Unit 5	1.58	D-17
Unit 6	1.58	
Unit 7	1.58	D-31
Unit 8	1.58	D-04
Unit 9	1.58	D-06
Unit 10	1.58	D-02
Unit 11	1.58	D-03
Unit 12	1.58	D-22
Unit 13	1.58	D-23
Unit 14	1.58	D-10
Unit 15	1.58	D-12
Unit 16	1.58	D-01
Unit 17	1.58	D-13
Unit 18	1.58	D-28
Unit 19	1.58	D-27
Unit 20	1.58	D-32
Unit 21	1.58	
Unit 22	1.58	D-36
Unit 23	1.58	D-30
Unit 24	1.58	

Unit 25	1.58	
Unit 26	1.58	
Unit 27	1.58	
Unit 28	1.58	
Unit 29	1.58	D-11
Unit 30	1.58	D-05
Unit 31	1.58	D-07
Unit 32	1.58	D-33
Unit 33	1.58	D-16
Unit 34	1.58	D-24
Unit 35	1.58	D-19
Unit 36	1.58	D-14
Unit 37	1.44	D-26
Unit 38	1.44	D-09
Unit 39	1.44	D-25
Unit 40	1.44	D-15
Unit 41	1.44	D-21
Unit 42	1.44	
Unit 43	1.44	
Unit 44	1.44	
Unit 45	1.44	
Unit 46	1.44	
Unit 47	1.44	
Unit 48	1.44	
Unit 49	1.44	
Unit 50	1.44	
Unit 51	1.44	
Unit 52	1.44	
Unit 53	1.44	
Unit 54	1.44	
Unit 55	1.43	
Unit 56	1.43	
Unit 57	1.43	
Unit 58	1.43	
Unit 59	1.43	
Unit 60	1.43	
Unit 61	1.43	
Unit 62	1.43	
Unit 63	1.44	D-08
Unit 64	1.44	D-29
Unit 65	1.44	
Unit 66	1.44	D-34
Total	100%	

ARTICLE VII EASEMENTS

Section 1. Easements For Encroachment, Utilities, and Support. In the event any Condominium 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 shall exist, except to the extent limited by Section 40 of the Act.

There shall 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.

There shall exist easements of support with respect to any Unit wall which supports a Common Element.

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through any portion of any General Common Element of the Condominium for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all streets and all utilities and utility easements located on the Condominium Premises to the public for such consideration as the Association shall determine in its sole discretion.

Section 3. Association's Easement For Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities 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. It is a matter of concern that a Co-owner may fail to properly maintain his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Master Deed, the Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, or any Limited Common Elements appurtenant thereto, the Association shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due, in accordance with Article II of the Amended and Restated Condominium Bylaws; further, the lien for non-payment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Other Easement Affecting the Condominium. The land is affected by the following additional easements and restrictions:

A. Building and use restrictions contained in a certain Consent Judgment dated December 7, 1983, and recorded in Liber 8293, Page 243, Oakland County Records as modified by a certain Amendment to Consent Judgment, and a certain Second Amendment to Consent Judgment.

B. An easement for ingress and egress as indicated on the Survey Plan of the Condominium Subdivision Plan.

C. An easement in favor of Waterford Township and/or Oakland County for the operation, maintenance, repair and/or replacement of the sanitary sewers and water mains constructed and to be constructed on the land comprising the Condominium.

D. Such other easement as are contained in this Article or shown on the Survey Plan of the Condominium Subdivision Plan.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors shall 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 and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts of administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE VIII AMENDMENTS

This Amended and Restated Master Deed and any Exhibit hereto may be amended as provided in the Act in the following manner.

Section 1. Co-owner Approval. Except as otherwise provided herein and subject to Section 2 below, the Association may make and record amendments to this Amended and Restated Consolidating Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3^{rds}) of the Co-owners entitled to vote as of the record date for such vote, which shall be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees (as defined in Section 90a(9) of the Condominium Act), such amendment shall require the consent of not less than two-thirds (2/3^{rds}) of all first mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act.

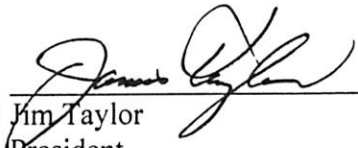
Section 3. Modification of Units, Common Elements and Percentage of Value.

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 hereof, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Michigan Condominium Act, as amended. A Co-owner's Condominium 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 Section 50 of the Act. Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Act.

SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE

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

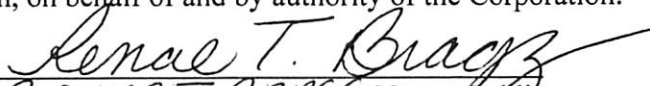
ADAMS LANDING CONDOMINIUMS
ASSOCIATION, a Michigan Nonprofit Corp.

By: 
Name: Jim Taylor
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 26 day of JANUARY, 2016, the foregoing Amended and Restated Master Deed was acknowledged before me by Jim Taylor, President of Adams Landing Condominiums Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

Drafted by and when
recorded return to:
Mark F. Makower, Esq.
30140 Orchard Lake Rd.
Farmington Hills, MI 48334


RENAE T. BRAGG, Notary Public
Oakland County, Michigan
Acting in Oakland County, MI
My commission expires: July 6, 2021

RENAE T BRAGG
Notary Public - Michigan
Oakland County
My Commission Expires Jul 6, 2021
Acting in the County of Oakland

CERTIFICATION

STATE OF MICHIGAN
COUNTY OF OAKLAND

)
)SS
)

I, Jim Taylor, being first duly sworn, depose and state as follows:

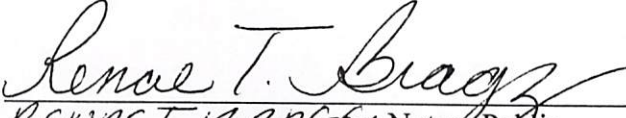
That I am the President of Adams Landing Condominiums Association, the corporation named in and which executed the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Adams Landing Condominiums.

That the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Adams Landing Condominiums were submitted to all Co-owners of Units in Adams Landing Condominiums for the purpose of voting thereon, and that said Co-owners approved said documents by a vote of more than two-thirds of all Co-owners entitled to vote.

That the records of said consents are maintained at the offices of Adams Landing Condominiums Association at 2804 Orchard Lake Rd., #201, Keego Harbor, MI 48320.


Jim Taylor

Acknowledged, subscribed and sworn to before
me this 26 day of January, 2016.


RENAE T. BRAGG, Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: July 6, 2021



)

)SS

)

Tetyana Begovskiy
Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: 10.19.2020