

**SECOND AMENDED AND RESTATED
MASTER DEED
WABEEK FAIRWAYS WEST No. 2**

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**SECOND AMENDED AND RESTATED CONSOLIDATING MASTER DEED OF
WABEEK FAIRWAYS WEST NO. 2
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 237**

This Second Amended and Restated Consolidating Master Deed of Wabeek Fairways West No. 2 ("Amended and Restated Master Deed") is made and executed this 17th day of December, 2025, by Wabeek Fairways West II Condominium Association, a Michigan nonprofit corporation (the "Association"), in accordance with the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Condominium Act").

The Association desires by recording this Amended and Restated Master Deed to reaffirm the establishment of the real property described in Article II of this Amended and Restated Master Deed, together with all the improvements now located upon or appurtenant to the real property, as a residential condominium project under the Condominium Act. The Amended and Restated Consolidating Master Deed for Wabeek Fairways West No. 2, recorded in Liber 40711, Page 209, et. seq., Oakland County Records, is superseded by this Amended and Restated Master Deed, (except for the Condominium Subdivision Plan (defined in Article II below) attached to the Consolidating Master Deed as Exhibit B and as subsequently amended).

The Association, upon the recording of this Amended and Restated Master Deed, reaffirms the establishment of Wabeek Fairways West No. 2 as a condominium under the Condominium Act and declares that Wabeek Fairways West No. 2 shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the Condominium 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 to this Amended and Restated Master Deed, all of which run with the real property described in Article II of this Amended and Restated Master Deed and are 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 Condominium's establishment, it is provided as follows:

*53P
ENV*

19-18-352.000 ENT

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ARTICLE I TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan Number. The Condominium is known as Wabeek Fairways West No. 2, Oakland County Condominium Subdivision Plan No. 237. The Condominium is established in accordance with the Condominium Act.

Section 2. Units and Co-owner Rights of Access to Common Elements. The Units, including the number, boundaries, and dimensions of each Unit, are set forth in the Condominium Subdivision Plan. Each Unit is capable of individual utilization because it has access to a Common Element. Each Co-owner has an exclusive right to their Unit and has an undivided and inseparable right 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 Wabeek Fairways West II Condominium Association as set forth in this Amended and Restated Master Deed, in the Amended and Restated Bylaws, and in the Association's Articles of Incorporation.

ARTICLE II LEGAL DESCRIPTION

The land that comprises the Condominium covered by this Amended and Restated Master Deed, which is located in the Township of West Bloomfield and the Township of Bloomfield, Oakland County, Michigan, is particularly described as follows:

A part of the Southwest $\frac{1}{4}$ of Section 18, Town 2 North, Range 10 East, Township of Bloomfield, Oakland County, Michigan, being described as; beginning at a point on the East line of said Section 13, said line being also the West line of said section 18, being North South 00°02'08" East, 422.63 feet from the SW corner of said section 18; thence South 82°16'49" West, .72 feet; thence South 65°50'31" West, 102.17 feet; thence South 22°37'07" West, 54.00 feet; thence North 66°27'29" West, 50.00 feet; thence South 65°50'31" West, 163.00 feet to a point on the easterly line of Wabeek Lake Drive; thence the following four courses along said easterly line of Wabeek Lake Drive; North 14°17'26" East, 368.01 feet and along a curve to the left 386.15 feet. said curve having a radius of 843 feet, central angle of 26°14'44" and a long chord bearing North 01°10'04" East, 362.79 feet and North 11°57'18" West, 223.57 feet, and along a curve to the right 774.09 feet. said curve having a radius of 787 feet, central angle of 56°21'21" and a long chord bearing North 16°13'22" East, 743.26 feet; thence South 33°41'02" East, 458.48 feet; thence South 15°42'34" East, 161.40 feet; thence South 27°08'46" East, 108.44 feet; thence South 52°19'27" East, 92.07 feet; thence South 10°35'38" East, 54.00 feet; thence South 37°55'18" West, 70.93 feet; thence South 08°18'04" West, 164.00 feet; thence South 21°16'00" East, 485.28 feet; thence South 53°21'16" East, 57.83 feet; thence South 16°03'17" East, 112.13; thence South 83°28'36" West, 188.22 feet; thence North 65°59'25" West, 101.98 feet; thence North 72°59'43" West, 97.24 feet; thence

South 82°16'49" West, 195.75; feet to the Point of Beginning; containing 18.63 acres, more or less, and being subject to all easements and restrictions of record.

19-18-352-000 ENT

ARTICLE III DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Master Deed and its Exhibits but are or may be used in various other instruments such as, by way of example and not limitation, the Association's Articles of Incorporation, the Association's rules and regulations, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in Wabeek Fairways West No. 2. Wherever used in these documents or any other pertinent instruments, the terms set forth below are 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 conflicts with any provision of the Condominium Act, or if any provision required by the Condominium Act is omitted, then the Condominium Act provisions are incorporated by reference and shall supersede and cancel any conflicting provision.

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

C. "Amended and Restated Master Deed" means this document, and to which the Amended and Restated Bylaws are attached as Exhibit A, and the Condominium Subdivision Plan is made applicable as Exhibit B, as amended by Replat No. 4.

D. "Association" means Wabeek Fairways West II Condominium Association, a nonprofit corporation organized under Michigan law of which all Co-owners are members. The Association shall administer, operate, manage, and maintain the Condominium in accordance with all applicable laws and the Condominium Documents (defined below). Any action required of or permitted to the Association is exercisable by its Board of Directors unless specifically reserved to the Co-owners by the Condominium Documents or Michigan law.

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

F. "Condominium" means Wabeek Fairways West No. 2 as a Condominium established in conformity with the Condominium Act, and includes without limitation the land, buildings, structures, and other improvements located on the property described in Article II of this Amended and Restated Master Deed and all easements, rights and appurtenances belonging to the Condominium.

G. “Condominium Documents” means and includes this Amended and Restated Master Deed, the Amended and Restated Bylaws, the Condominium Subdivision Plan, the Association’s Articles of Incorporation, and the Association’s rules and regulations.

H. “Condominium Subdivision Plan” means the Condominium Subdivision Plan attached to the Consolidating Master Deed as Exhibit B and as amended by Replat No. 4, attached to this Amended and Restated Master Deed, which is incorporated and made applicable by reference. Upon recording of this Amended and Restated Master Deed, sheets ---, ---, of the attached Replat No. 4 shall replace and supersede sheets --, -- of the Condominium Subdivision Plan, as previously recorded.

I. “Co-owner” means an individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination of the foregoing who or which owns one or more Units. Both land contract vendees and vendors are considered Co-owners and are jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Condominium Act.

J. “Electronic transmission” means transmission by any method authorized by the person receiving the transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained and that may be directly reproduced in paper through an automated process.

K. “Good standing” means a Co-owner who is current in all financial obligations owing to the Association and is not in default of any of the Condominium Document provisions.

L. “Percentage of Value” means the percentage assigned to each Unit in Article VI of this Amended and Restated Master Deed. The percentages of value of all Units total one hundred percent (100%). Percentages of value are determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Condominium Act.

M. “Person” means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination of the foregoing.

N. “Unit” means a single Unit in the Condominium, as described in Article VI of this Amended and Restated Master Deed and on the Condominium Subdivision Plan and shall have the same meaning as the term “Condominium Unit” as defined in the Condominium Act.

Section 2. Number. Whenever a reference is made to the singular, a reference shall also be included to the plural where appropriate.

**ARTICLE IV
COMMON ELEMENTS**

Section 1. Common Elements. The Common Elements are described in the Condominium Subdivision Plan and 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, including roads, bike paths, walkways, and Association or Developer-installed landscaping, all to the extent not designated as Limited Common Elements;

(2) Electrical. The electrical wiring network throughout the Condominium, including that contained within Unit walls, up to the point of connection with electrical fixtures within any Unit as well as common site lighting;

(3) Gas. The gas line network throughout the Condominium, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit;

(4) Water. The water distribution system throughout the Condominium, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit;

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

(6) Storm Sewer. The storm drainage system throughout the Condominium;

(7) Telecommunications. The telecommunications system throughout the Condominium up to, but not including, connections to provide service to individual Units;

(8) Construction. Foundations, supporting columns, Unit perimeter walls (but not including windows, doors and door-walls within the Unit perimeter walls), roofs, ceilings, floor construction between Unit levels, attics, developer-installed insulation, and chimneys;

(9) Irrigation System. The irrigation system throughout the Condominium, including all lines, valves, timers, heads, and related equipment;

(10) Common Signage, Entryway Signage, and Improvements. The signage identifying the Condominium, entryway signage, and related improvements and landscaping;

(11) Storage Shed. The storage shed located within the Condominium;

(12) Mailbox Stands. The mailbox stands located throughout the Condominium;

(13) Beneficial Easements. All beneficial utility and drainage easements; and

(14) Other. All other elements and improvements contained within or appurtenant to the Condominium, which are not designated as General or 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.

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

Some or all of the utility systems service single buildings containing more than one Unit. Accordingly, and where necessary or applicable, there are easements for that Common Element through each Unit to enable the utility systems to appropriately serve each of the Units in the subject building.

The Condominium Subdivision Plan, attached to the Consolidating Master Deed as Exhibit B, as amended, is deemed to be amended to delete any reference to tennis courts. The Association is authorized to expend the necessary funds to remove the tennis courts from the Condominium and, once removed, the land upon which the tennis courts had been located shall remain open space unless the Board, subject to Article II, Section 2 of the Condominium Bylaws, determines otherwise in its reasonable discretion.

B. Limited Common Elements. Limited Common Elements are subject to the exclusive use and enjoyment of the Co-owner of the Unit to which the Limited Common Elements serve. The Limited Common Elements follow:

(1) Driveways. Each driveway designated on the Condominium Subdivision Plan as Limited Common Elements is limited in use to the Co-owners of the Units that the driveways service. Driveways servicing more than one Unit shall not be obstructed so as to prevent use by any Unit so assigned;

(2) Decks, Balconies and Porches. Each deck, balcony and porch designated on the Condominium Subdivision Plan as Limited Common Elements are limited in use to the Co-owners of the Units that the deck, balcony, or porch service;

(3) Patios, Privacy Fences, and Courts. Each patio, privacy fence, and court shown on the Condominium Subdivision Plan are limited in use to the Co-owners of the Units that the patio, privacy fence, or court service. Where rear patios adjoin, the patio area appurtenant to each Unit shall be only that area which is immediately to the rear of the Unit;

(4) Air-Conditioners and Generators. Each air-conditioning compressor, the pad on which it is located, and generator are limited in use to the Co-owner of the Unit to which the air-conditioning compressor, the pad, and generator are appurtenant;

(5) Unit Entry Doors, Garage Doors, Skylights, Windows, and Screens. Unit entry doors, garage doors, skylights, windows, screens and storms, including all related hardware, and garage door openers and remotes, are limited in use to the Co-owner of the Unit they service;

(6) Interior Surfaces. The interior surfaces of ceilings, floors and perimeter walls contained within a Unit are limited in use to the Co-owner of the Unit to which the interior surfaces are appurtenant; and

(7) Other. Such other elements of the Condominium not designated as a General Common Element and not located within the perimeter of the Unit serviced by the element, which are appurtenant to or benefit one or more Units, though less than the entire Condominium

Section 2. Responsibility for Unit and Common Elements. Subject to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and Common Elements as set out in this Amended and Restated Master Deed and in the Amended and Restated Bylaws, the respective responsibilities for the maintenance, repair, and replacement of the Units and Common Elements are as follows:

A. Co-owner Responsibilities:

(1) Unit and Certain Common Elements. Except as provided in Section 2B below and subject to the Amended and Restated Bylaws, each Co-owner is responsible for maintenance, repair, and replacement, including all associated costs, of a Unit, including all fixtures, improvements and personal property located within the Unit or elsewhere throughout the Condominium, the Limited Common Elements, and those General Common Elements described in this Section 2A(1). The following provisions add to and clarify each Co-owner's maintenance, repair, and replacement responsibilities under this Section 2A(1):

(a) Electrical. Electrical lines, wires, outlets, switches, boxes, circuit breakers, panels, light bulbs, and fixtures from the point of connection with, and including, the Unit's electrical panel, but not including exterior light fixtures controlled by the electrical panel as the Association is responsible for exterior light fixtures; although co-owners are responsible for light bulbs located within their exterior light fixtures;

(b) Gas. Gas lines, pipes, valves, and fixtures from the gas line's first point of entry into the Unit, but not including any lines that serve other Units or the General Common Elements;

(c) Water. Plumbing fixtures located within and serving the individual Unit including rings, seals, washers, supply lines, and shutoff valves located within the Unit and serving an individual plumbing fixture;

(d) Drain Lines. All drain lines from the first point of entry into the Unit, including all drain lines and traps serving only the Unit;

- (e) Air-conditioner and Generators. Air-conditioner unit, its pad, generators, and related equipment and accessories;
- (f) Windows, Skylights, Door-walls, Unit Entry Doors, Pedestrian Door, and Interior Doors. Windows, skylights, door-walls, Unit entry doors, pedestrian doors, and interior doors, including, screens, frames, locks, hardware, storms, and weather stripping;
- (g) Garage Door Opener and Remote. Garage door opener and remote and all related hardware and equipment, but not including the garage door or its tracks or springs as the Association is responsible for garage doors, tracks and springs;
- (h) Drywall and Unit Interior Wall Construction. Drywall throughout the Unit including, without limitation, perimeter wall, ceiling and interior wall drywall, and Unit interior wall construction;
- (i) Attic Insulation. Attic insulation throughout the Unit;
- (j) Floor Slabs. Basement and garage floor slabs;
- (k) Decks, Balconies and Porches. Decks, balconies, and porches, including all improvements located on or related to the decks, balconies, and porches;
- (l) Patios and Courts. Patios and courts, and all improvements located on or related to the patios and courts, including knee walls, but excluding Developer or Association installed privacy fences and patio areas consisting primarily of lawn, which are Association responsibilities;
- (m) Non-Concrete Walkways. All walkways that are not concrete and all material laid over concrete sidewalks;
- (n) Sump Pump. Sump pump including sump pump discharge line;
- (o) Appliances and other Equipment. Appliances and equipment within the Unit and supporting hardware and equipment including, but not limited to personal alarm systems, smoke and carbon monoxide detectors, garbage disposal, dishwasher, microwave, range, oven, refrigerator, humidifier, furnace and related ductwork, vent fans and related ductwork, dryer venting and related ductwork, hot water heater, fireplaces, flues, and dampers;
- (p) Improvements and Decorations. Improvements and decorations to the Unit including, without limitation, floor or wall tile including grouting, paint, wallpaper, window treatments, carpeting or other floor covering, trim, cabinets, counters, showers, and tubs including caulking, sinks and related hardware;
- (q) Co-owner Landscaping and Improvements. All landscaping located within lawn areas appurtenant to individual Units, including, but not limited to, flower

beds, shrubbery, mulch beds, decorative stone or edging, pavers, planters, raised garden beds, and any other plantings or landscape features, shall be the sole responsibility of the Co-owner whose Unit abuts the lawn area. However, the Association may, in the Board's sole discretion, undertake the periodic trimming of bushes under fifteen feet located within these landscaping areas;

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

(2) Co-owner Additions, Modifications. Co-owner improvements, additions, or modifications, even though approved by the Board of Directors, are not considered Common Elements in any case and, except as the Board determines otherwise in writing, are the complete responsibility of the Co-owner. Should the Association require access to any Common Elements which necessitates the moving or destruction of all or part of any addition or modification, all costs, damages, and expenses involved in providing access and restoring the addition or modification shall be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Amended and Restated Bylaws. Co-owners shall not alter, replace, remove, paint, decorate or change the exterior of a Unit or any exterior appendage including, without limitation, any deck, patio, courtyard, balcony, porch, air conditioning unit, window, and Unit entry doors, whether exclusively used by the Co-owner or otherwise, without first obtaining the Board's prior written consent pursuant to Article VI of the Amended and Restated Bylaws.

(3) Co-owner Fault. As more fully set forth in Article VI, Section 14 of the Amended and Restated Bylaws, all costs for maintenance, repair, and replacement of any Common Element caused by the act 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 these 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 Amended and Restated Bylaws.

B. Association Responsibilities:

(1) Limited Common Elements. Subject to this Article and the Amended and Restated Bylaws, the Association is responsible for maintenance, repair, and replacement of the following Limited Common Elements and the Association shall pay the expenses as an expense of administration:

- (a) The driveways described in Section 1B(1) above;
- (b) The privacy fences installed by the Developer or Association between patios and the mowing of all patio areas consisting primarily of lawn, described in Section 1B(3) above; and
- (c) The garage doors, including tracks, springs, rollers, and standard hardware, described in Section 1B(5) above.

(2) General Common Elements. Subject to this Article and the Amended and Restated Bylaws, and except as otherwise assigned to the Co-owners in subsection 2A above, the Association shall maintain, repair, and replace all General Common Elements including foundations, exterior light fixtures, roofs, gutters, and downspouts, and the Association shall pay the expenses as an expense of administration.

(3) 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 by the Board of Directors.

(4) Security. The Association may from time-to-time provide measures or take actions that directly or indirectly improve the security of the Condominium; however, each Co-owner, for themselves, and their tenants, occupants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and has no duty to provide security on or at the Condominium. Each Co-owner, Unit occupant, and each guest, licensee, and invitee of a Co-owner or Unit occupant is responsible for their own security and for protecting their person and property. The Association is not liable for any loss or damage by reason of its failure to provide adequate security or the ineffectiveness of security measures taken.

C. Utility Charges. Each Co-owner is responsible for paying all individually metered or sub-metered utility services that serve their Unit. The Association is responsible for paying all commonly metered utilities as an expense of administration.

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

ARTICLE V USE OF UNITS AND COMMON ELEMENTS

No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances and codes of the Township of West Bloomfield and the Township of Bloomfield, 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 their Unit or the Common Elements.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Unit Description. The Condominium consists of 50 Units, numbered 1 through 50. Each Unit is described in this Section with reference to the Condominium Subdivision Plan. Each Unit includes: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered

underside of the first-floor joists; and (2) with respect to the Unit upper floors, all that space contained within the finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is determinative of the undivided interests of each Co-owner in the Common Elements; however, the value of each Co-owner's vote at Association meetings and the proportionate share of each Co-owner in the proceeds and expenses of administration (subject to the assignment of costs and expenses as reflected in Article IV of this Amended and Restated Master Deed and Article II of the Amended and Restated Bylaws) are equal. The total percentage value of the Condominium is one hundred percent (100%). The Developer utilized a formula to compute the percentages of value based on the square footage of each Unit. The Units and their associated percentages of value follow:

<u>Unit</u>	<u>Percentage of Value</u>
1	1.8342
2	2.1262
3	1.9490
4	1.9091
5	2.1262
6	1.9490
7	1.9642
8	2.1262
9	1.9490
10	1.9091
11	2.0985
12	2.0985
13	1.9443
14	2.1262
15	1.8342
16	2.1262
17	1.9490
18	1.9091
19	1.8342
20	2.1262
21	1.9490
22	1.9176
23	1.9642
24	2.1262
25	1.9490
26	1.9091
27	2.0985
28	2.0985
29	2.0985
30	2.0985

31	2.0985
32	2.0985
33	1.9091
34	2.0904
35	2.0985
36	2.0985
37	2.0985
38	1.9091
39	1.9490
40	1.8342
41	2.1262
42	1.9822
43	1.9091
44	1.9490
45	1.9091
46	1.9490
47	1.9091
48	1.9490
49	2.1262
50	1.9091

ARTICLE VII EASEMENTS

Section 1. Easements for Encroachment, Utilities and Support.

A. If any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, an easement for the encroachment shall exist, except to the extent limited by Section 40 of the Condominium Act.

B. There are easements to, through and over those portions of the land, structures, buildings, improvements, and walls contained in the Condominium for the installation, maintenance, and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, and communications including telephone, cable television and internet lines.

C. Easements of support shall 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 and licenses 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 and Utility Companies' Easements for Maintenance, Repair, and Replacement. The Association and all public or private utilities shall have easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, or replacement 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. If a Co-owner fails to properly and adequately maintain, repair, replace or otherwise keep in good condition and repair their Unit or any improvements or appurtenances located within the Unit or any Common Elements for which the Co-owner is responsible, the Association shall have the right (but not the obligation) and all necessary easements to take whatever actions it deems desirable to so maintain, repair or replace the Unit, its appurtenances or any of the Common Elements for which the Co-owner is responsible, all at the expense of the Co-owner of the Unit. The Association shall not be liable to any Co-owner or any other person in trespass or in any other form of action for the exercise of rights pursuant to this Section or any other provision of the Condominium Documents that grant easements, rights of entry or other means of access. Failure of the Association to take any action shall not be deemed a waiver of the Association's right to take any action at a future time. All costs incurred by the Association in performing any Co-owner-responsibilities as set forth in this Section shall be assessed to the Co-owner and against the Co-owner's Unit, secured by the lien on the Co-owner's Unit, immediately be due and payable, and collected in the manner provided in Article II of the Amended and Restated Bylaws.

Section 4. Wabeek Community. The Condominium was initially established at a time when it was contemplated that there would be a master association set up to be responsible for certain community-wide amenities. A master association was never established. Nonetheless, the Association shall have the right, in its sole discretion, to collect and pay to any other Wabeek Community association or entity such sums as it deems proper and fair to support any community-wide amenities from which the Co-owners may derive a benefit. Further, all Co-owners are subject to the Declaration of Protective Covenants for the Wabeek Community as recorded in Liber 6793, Pages 49-61, Oakland County Records, which is incorporated by reference herein.

Section 5. Telecommunications Agreements. The Association, acting through its Board of Directors, has the power to make or cause to be made such installations or grant such easements, licenses or 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, broadband cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Condominium or any Unit. Notwithstanding the foregoing, the Board shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing that will violate any provision of any federal, state, or local law or ordinance. Any sums paid by any Telecommunications or other company in connection with Telecommunications service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, are receipts of administration within the meaning of the Condominium Act and shall be paid over to and shall be the property of the Association.

Section 6. Emergency and Public Service Vehicle Access Easements. There shall exist for the benefit of the Township of West Bloomfield and the Township of Bloomfield, or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the Township or emergency vehicles for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school transportation (both public and private), and other lawful governmental or private emergency services to the Condominium and Co-owners. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads, or driveways to the public.

ARTICLE VIII AMENDMENTS

This Amended and Restated Master Deed, the Amended and Restated Bylaws and the Condominium Subdivision Plan may be amended as provided in the Condominium Act and in the following manner, and shall be effective upon recordation with the Oakland County Register of Deeds:

Section 1. Association Amendments. The Association acting through its Board of Directors may make and record with the County amendments to this Amended and Restated Master Deed, the Amended and Restated Bylaws or the Condominium Subdivision Plan without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. Co-owners shall be notified of proposed amendments made under this Section not less than ten (10) days before the amendment is recorded.

Section 2. Co-owner Approval. Except as otherwise provided in this Amended and Restated Master Deed and subject to Sections 3 and 4 below, the Association may make and record with the County amendments to this Amended and Restated Master Deed, the Amended and Restated Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3^{rds}) of the Co-owners in good standing as of the voting date, which shall be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

Section 3. 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), the amendment shall require the consent of not less than two-thirds (2/3^{rds}) of all first mortgagees of record in accordance with Section 90 of the Condominium Act. A mortgagee shall have one vote for each first mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act.

Section 4. Modification of Units, Limited Common Elements and Percentage of Value. Notwithstanding any other provision of this Article, the method or formula used to determine the percentages of value of Units, 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 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 Section 51 of the Condominium Act. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act. Units may be consolidated and boundaries relocated as provided in Sections 47 and 48 of the Condominium Act.

Section 5. Amendments for Secondary Mortgage Market Purposes. The Association may amend this Amended and Restated Master Deed or the Amended and Restated Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees, although Co-owners shall be notified of proposed amendments made under this Section not less than ten (10) days before the amendment is recorded.

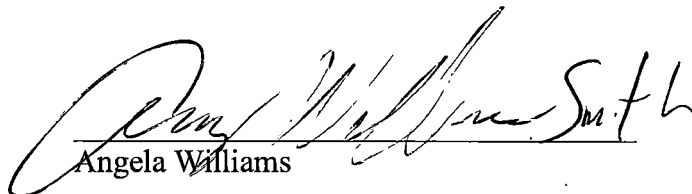
[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

CERTIFICATION


STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

I, Angela Williams, being first duly sworn, depose and state as follows:

1. I am the managing agent for Wabeek Fairways West II Condominium Association, the corporation named in and which executed the Second Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Wabeek Fairways West No. 2.
2. The Second Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Wabeek Fairways West No. 2 were submitted to all Co-owners of Units in Wabeek Fairways West No. 2 for the purpose of voting on these documents. The Co-owners approved the documents by a vote of two-thirds or more of all Co-owners entitled to vote.


Angela Williams

Acknowledged, subscribed and sworn to before me
this 17 day of December, 2025.


Tina M. Sigler, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 01/24/26


TINA M. SIGLER
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 24, 2026
Acting in the County of Oakland

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)


I, Bree Anne Stopera, being first duly sworn, depose and state as follows:

1. I am the attorney for Wabeek Fairways West II Condominium Association, the Corporation named in and which executed the Second Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Wabeek Fairways West No. 2.
2. I sent a copy of the Second Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Wabeek Fairways West No. 2 and the ballot and notice required under Section 90A of the Michigan Condominium Act to all mortgagees of record of those Units qualified to vote, as listed in the records of the Oakland County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Second Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Wabeek Fairways West No. 2.
3. Two-thirds of said mortgagees have consented to the Second Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Wabeek Fairways West No. 2 in accordance with the provisions of Section 90a of the Michigan Condominium Act. These consents will be maintained for a period of two years in Wabeek Fairways West II Condominium Association records located in our office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.



Bree Anne Stopera

Acknowledged, subscribed and sworn to before me this 19 day of December, 2025.



Courtney Michal, Notary Public
Oakland County, Michigan
 Acting in Oakland County, Michigan
 My Commission Expires: 6/2/2028