

**AMENDED AND RESTATED MASTER DEED  
OF GOLF VILLAS AT WATERSTONE**

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11/16/2021 9:23:38 AM Receipt #000204236  
\$21.00 Misc Recording  
\$4.00 Remonumentation  
\$5.00 Automation  
\$0.00 Transfer Tax  
UCC #  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

**AMENDED AND RESTATED MASTER DEED OF  
GOLF VILLAS AT WATERSTONE  
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)  
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1298**

This Amended and Restated Master Deed of Golf Villas at Waterstone ("Amended and Restated Master Deed") is made and executed this 3<sup>rd</sup> day of November, 2021, by Golf Villas at Waterstone 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 original Master Deed for Golf Villas at Waterstone, recorded in Liber 21944, Pages 580 et seq., along with the First Amendment recorded in Liber 23487, Page 11, et seq., and the Second Amendment recorded in Liber 25893, Page 210 et seq., Oakland County Records, are superseded by this Amended and Restated Master Deed (except for the Condominium Subdivision Plan (defined in Article II below) attached to the original Master Deed as Exhibit B and as subsequently amended).

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The Association, upon the recording of this Amended and Restated Master Deed, reaffirms the establishment of Golf Villas at Waterstone as a Condominium under the Condominium Act and declares that Golf Villas at Waterstone (the "Condominium") 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:

04-21-428-000 EJA

O.K. - RC

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**ARTICLE I  
TITLE AND NATURE**

**Section 1.** Condominium Name and Subdivision Plan Number. The Condominium is known as Golf Villas at Waterstone, Oakland County Condominium Subdivision Plan No. 1298. 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. 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 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 Golf Villas at Waterstone 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 Oxford, Oakland County, Michigan, is particularly described as follows:

Legal Description of a 22.99 acre parcel of land located in Section 21, T5N, R10E, Township of Oxford, Oakland County, Michigan.

Commencing at the SE corner of Section 21, T5N, R10E, Oxford Township, Oakland County, Michigan, thence S 88°06'21" W (M), N 89°16'35" W (R), along the South line of said Section 21, also being the centerline of Seymour Lake Road 766.64 feet; thence N 01°02'54" W 396.00 feet; thence S 88°06'21" W 632.13 feet to the East line of a 90 foot wide Detroit Edison easement recorded in Liber 2235, Pages 214 and 232, Oakland County Records, thence along the East line of the said Detroit Edison easement the following two (2) courses: N 01°33'29" W 669.62 feet; N 43°25'25" W 689.63 feet to the South line of a parcel of land conveyed to the Detroit Edison Company and recorded in Liber 1559, Page 540, Oakland County Records; thence N 84°04'28" E along the said South line 78.71 feet; thence N 05°55'32" W 101.07 feet to the North line of the said Edison Lands and the POINT OF BEGINNING; thence S 88°57'39" W 130.00 feet along the North line of said Edison lands; thence N 28°19'30" E 388.40 feet; thence N 31°46'19" E 180.35 feet; thence N 40°31'08" E 178.43 feet; thence N 52°08'52" E 178.90 feet; thence N 65°25'15" E 501.18 feet; thence S 12°54'21" E 88.97 feet; thence Southerly 236.37 feet in the arc of a circular curve concave Northeasterly, having a radius of 543.00 feet, a central angle of 24°56'30", and a chord which bears S 25°22'36" E, a distance of 234.51 feet; thence S 37°50'50" E 134.83 feet; thence Southeasterly 21.05 feet in the arc of a circular curve concave.

Southwesterly, having a radius of 957.00 feet, a central angle of  $01^{\circ}15'36''$ , and a chord which bears  $S 37^{\circ}13'02'' E$ , a distance of 21.05 feet; thence  $S 62^{\circ}44'01'' W$  246.18 feet; thence  $S 56^{\circ}22'59'' W$  98.85 feet; thence  $S 42^{\circ}22'49'' W$  98.85 feet; thence  $S 28^{\circ}21'41'' W$  98.85 feet; thence  $S 14^{\circ}20'33'' W$  98.85 feet; thence  $S 01^{\circ}38'53'' W$  88.67 feet to the North line of a parcel of land conveyed to the Detroit Edison Company and recorded in Liber 1559, Page 540, Oakland County Records; thence along the said North line in the following two (2) courses:  $S 88^{\circ}38'27'' W$  262.90 feet;  $S 88^{\circ}57'39'' W$  373.53 feet to the POINT OF BEGINNING, and containing 13.53 acres of land, more or less.

Together with:

Commencing at the SE corner of Section 21, T5N, R10E, Oxford Township, Oakland County, Michigan, thence  $S 88^{\circ}06'21'' W$  (M),  $N 89^{\circ}16'35'' W$  (R), along the South line of said Section 21, also being the centerline of Seymour Lake Road 766.64 feet; thence  $N 01^{\circ}02'54'' W$  396.00 feet; thence  $S 88^{\circ}06'21'' W$  632.13 feet to the East line of a 90 foot wide Detroit Edison easement recorded in Liber 2235, Pages 214 and 232, Oakland County Records, thence along the East line of the said Detroit Edison easement the following two (2) courses:  $N 01^{\circ}33'29'' W$  669.62 feet;  $N 43^{\circ}25'25'' W$  689.63 feet to the South line of a parcel of land conveyed to the Detroit Edison Company and recorded in Liber 1559, Page 540, Oakland County Records; thence  $N 84^{\circ}04'28'' E$  along the said South line 78.71 feet; thence  $N 05^{\circ}55'32'' W$  101.07 feet to the North line of the said Edison Lands; thence along the said North line the following two (2) courses:  $N 88^{\circ}57'39'' E$  373.53 feet;  $N 88^{\circ}38'27'' E$  262.90 feet; thence  $N 01^{\circ}38'53'' E$  88.67 feet; thence  $N 14^{\circ}20'33'' E$  98.85 feet; thence  $N 28^{\circ}21'41'' E$  98.85 feet; thence  $N 42^{\circ}22'49'' E$  98.85 feet; thence  $N 56^{\circ}22'59'' E$  98.85 feet; thence  $N 62^{\circ}44'01'' E$  246.18 feet; thence  $N 59^{\circ}25'03'' E$  86.44 feet to the POINT OF BEGINNING; thence Northwesterly 31.98 feet in the arc of a circular curve concave Southwesterly, having a radius of 1043.00 feet; a central angle of  $01^{\circ}45'24''$ , and a chord which bears  $N 36^{\circ}58'08'' W$ , a distance of 31.98 feet; thence  $N 37^{\circ}50'50'' W$  134.83 feet; thence Northwesterly 198.94 feet in the arc of a circular curve concave Northeastly, having a radius of 457.00 feet, a central angle of  $24^{\circ}56'30''$ , and a chord which bears  $N 25^{\circ}22'36'' W$ , a distance of 197.37 feet; thence  $N 12^{\circ}54'21'' W$  106.74 feet; thence  $N 65^{\circ}25'15'' E$  289.94 feet; thence  $N 71^{\circ}39'31'' E$  346.75 feet; thence  $N 79^{\circ}34'03'' E$  99.50 feet; thence  $N 85^{\circ}23'17'' E$  98.79 feet; thence  $N 90^{\circ}00'00'' E$  163.16 feet to the start of an intermediate traverse line along the water's edge of Lake Dunbar, said start point being  $S 90^{\circ}00'00'' W$  20.00 feet from the said water's edge; thence along the said intermediate traverse line the following two (2) courses:  $S 06^{\circ}05'11'' E$  298.56 feet;  $S 10^{\circ}10'48'' W$  100.00 feet to the end of the intermediate traverse line, said end point being  $N 72^{\circ}13'29'' W$  20.00 feet from the water's edge of Lake Dunbar; thence  $N 72^{\circ}13'29'' W$  63.99 feet; thence  $N 59^{\circ}04'38'' W$  18.85 feet; thence  $S 30^{\circ}55'22'' W$  24.13 feet; thence  $N 81^{\circ}02'13'' W$  141.14 feet; thence  $S 52^{\circ}01'17'' W$  161.07 feet; thence  $S 62^{\circ}44'01'' W$  449.99 feet to the POINT OF BEGINNING; and containing 9.46 acres of land, more or less, including all that land lying between the intermediate traverse line and the water's edge of Lake Dunbar.

Being a part of Sections 21 and 22 T5N, R10E, and containing a total of 22.99 acres of land, more or less.

Sidwell Number: 04-21-100-001 and 04-22-301-006

Excepting therefrom any portion taken, deeded or used for public road purposes, subject to a certain Amended and Restated Master Declaration of Restrictions for Waterstone recorded in Liber 20873, Pages 51 through 93, and the First Amendment to the Amended and Restated Master Declaration of Restrictions recorded in Liber 20693, Page 395 through 406, Oakland County Records, subject to the rights, if any, of riparian owners to use the surface, sub-surface and bed of Lake Dunbar, for navigation and recreation, and any adverse claims based on the assertion that the bed of Lake Dunbar has changed location as a result of other than natural causes, and subject to all easements and restrictions of record and all governmental limitations.

### 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 Golf Villas at Waterstone Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in Golf Villas at Waterstone. 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.

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.

D. "Association" means Golf Villas at Waterstone 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 Golf Villas at Waterstone 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 original Master Deed as Exhibit B and as subsequently amended, which is incorporated and made applicable by reference.

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. If more than one person owns a fee simple or land contract vendee or vendor interest in a Unit, the interests of all such persons collectively shall be that of one Co-owner.

J. "Developer" refers to Oxford Golf Villas LLC, a Michigan limited liability company, which made and executed the original Master Deed.

K. "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 directly reproduce in paper through an automated process.

L. "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.

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

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

O. "Unit" means a single Unit in Golf Villas at Waterstone, 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 and Gender of Words. Whenever any reference is made to one gender, the same shall include a reference to all genders where the same would be appropriate. Similarly, whenever a reference is made 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 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 sidewalks, to the extent not designated as Limited Common Elements;

(2) Electrical. The electrical transmission system throughout the Condominium, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit;

(3) Telephone. The telephone system throughout the Condominium up to the point of entry to each Unit;

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

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

(6) 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;

(7) Storm Sewer. The storm sewer system throughout the Condominium to the extent not dedicated to the public;

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

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

(10) Irrigation System. The common irrigation system serving the General Common Elements throughout the Condominium, including all lines, valves, timers, heads and related equipment;

(11) Entryway Signage and Improvements. The entryway signage and related improvements and landscaping; and

(12) 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 of the 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.

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) Patios and Decks. Each patio and deck, together with any approved improvements thereon, are limited in use to the Co-owner of the Unit to which the patio or deck is appurtenant;

(2) Porches. Each porch is limited in use to the Co-owner of the Unit to which the porch is appurtenant;

(3) Garages and Driveways. Each garage and adjacent driveway are limited in use to the Co-owner of the Unit to which the garage and driveway are appurtenant;

(4) Garage Doors and Openers. Each garage door and garage door opener are limited in use to the Co-owner of the Unit to which the garage is appurtenant;

(5) Air-Conditioner Compressors. Each individual air conditioning compressor is limited in use to the Co-owner of the Unit to which such air conditioner compressor is appurtenant;

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

(7) Doors, Door-walls, and Windows. Each door, door-wall and window is limited in use to the Co-owner of the Unit to which the door, door-wall, and window are appurtenant;

**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, decoration, 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, decoration, 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, but do not limit, each Co-owner's decoration, maintenance, repair and replacement responsibilities under this Section 2A(1):

(a) Electrical. Electrical lines, wires, outlets, switches, boxes, circuit breakers, panels and fixtures (including exterior light fixtures), regardless of whether these items are located within or outside of the Unit, from the point of connection with, and including, the electrical meter for the Unit;

(b) Gas. Gas fixtures located within and serving the Unit;

(c) Water. Plumbing fixtures, water lines and water shutoff valves located within and serving the individual Unit, but not including any lines that serve other Units or the General Common Elements;

(d) Drain Lines. Drain lines and traps located within the Unit and that serve only individual plumbing fixtures located within the Unit;

(e) Telecommunications Systems. Cable, telephone and telecommunication systems from and including the junction or demarcation box;

(f) Air-conditioner. Air-conditioner unit and related equipment and accessories;

(g) Doors, Door-walls, and Windows. Windows, door-walls, Unit entry doors (including sidelights) and interior doors, including storms, screens, frames, locks, hardware, thresholds, sills, and weather stripping;

(h) Garage Floor Slabs and Steps, Garage Doors, and Openers. Garage floor slab and steps, garage doors including tracks, springs, rollers, opener, remote, and all related hardware and equipment;

(i) Drywall. Drywall throughout the Unit including, without limitation, perimeter wall, interior wall and ceiling drywall, and Unit interior wall construction;

(j) Decks. Deck and all improvements located on or related to the deck including steps, railings, decking, joists and posts;

(k) Patios. Patio areas and all improvements located on or related to the patio areas including any steps, rails or gates;

(l) Improvements and Decorations. Improvements and decorations to the Unit including, without limitation, interior walls, tile, either floor or wall, paint, wallpaper, window treatments, carpeting or other floor covering, trim, cabinets, counters, sinks and related hardware;

(m) Landscaping. Landscaping located within patio or deck areas.

(n) Sump Pump. Sump pump including sump pump discharge line up to but not including the overflow/bypass and components running from the overflow/bypass to the storm sewer as the Association is responsible for the overflow/bypass and components running from the overflow/bypass to the storm sewer;

(o) Appliances and Equipment. Appliances and equipment within the Unit and supporting hardware and equipment including, but not limited to, furnace and related ductwork, humidifier, air cleaner, personal alarm systems, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans and related ductwork, dryer venting and related ductwork, vent covers and filters, and individual hot water heaters;

(p) 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 or porch, air conditioning units, windows 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. All maintenance, repair and replacement shall be performed in compliance with all applicable municipal, State and federal codes and regulations.

(3) Irrigation Equipment. A Co-owner whose Unit contains common irrigation equipment shall not restrict the Association or its contractors or utility companies from entering into the Unit to maintain, repair or replace the equipment. To ensure there is reasonable accessibility to the equipment, Co-owners shall not convert the portion of the Unit containing the equipment to living area without prior written approval of the Board of Directors. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements if these items are blocking access to the equipment.

(4) Co-owner Fault. Subject to the provisions of Article VI, Section 14 of the Amended and Restated Bylaws, all costs for maintenance, decoration, 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. Except in cases of Co-owner fault, the Association is responsible for the maintenance, repair and replacement of the porches described in Section 1B(2) above, the driveways described in Section 1B(4), and the walkways that provide access between the Unit's driveway and porch, and the expenses incurred shall be an expense of administration.

(2) General Common Elements. Subject to the provisions of 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, without limitation sidewalks, lawn, landscaping, building exteriors including foundations, roofs, gutters and downspouts, and the Association shall pay the expenses as an expense of administration. The expenses for the costs of maintenance, repair and replacement of the skylights shall be borne by the Co-owner of the Unit appurtenant the skylight.

(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.

C. Utility Charges. Each Co-owner is responsible for paying all individually metered or submetered 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 as a result 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 Oxford, 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 54 Units, numbered 1 through 54. 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. Building elevations are shown in detail in architectural plans and specifications on file with the Township of Oxford.

**Section 2. Calculation of Percentage of Value.** The percentage of value assigned to each Unit is determinative of the proportionate share of each Co-owner in the common proceeds and common expenses of administration (subject to the assignment of costs and expenses as reflected in Article IV of this Amended and Restated Master Deed), the value of each Co-owner's vote at meetings of the Association, and the undivided interests of each Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%). The percentages of value are equal.

**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 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, 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, 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 their Unit or any Common Elements for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, if a Co-owner fails to properly and adequately maintain, decorate, 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, decorate, 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 against the Co-owner in accordance with Article II of the Amended and Restated Bylaws and shall be immediately due and payable. Further, the lien for nonpayment shall attach as in all cases of regular assessments, and the assessments may be enforced using 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.** 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. 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 5. Improvement of Roads.** Upon approval of an affirmative vote of not less than 51% of all Co-owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium Premises. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium Premises as a whole shall be borne equally by all Co-owners.

**Section 6. Maintenance of Storm Drainage System.** The cost of maintenance, repair and replacement of the storm drainage system shall be borne by the Association. In the event the Association fails to provide adequate maintenance, repair, or replacement of the storm drainage system, Oxford Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies be cured within a reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair or replacement and the costs associated plus a 25% administration fee may be assessed against the co-owners and collected as a special assessment on the next annual Township of Oxford tax roll.

**Section 7. Easement to Charter Township of Oxford.** The Condominium is subject to a perpetual and permanent easement in favor of the Charter Township of Oxford and its successors, assigns and transferees (collectively "Oxford Township"), in, over under and through the property described on the Condominium Subdivision Plan, which easement may not be amended or revoked except with the written approval of Oxford Township and which contains the following terms and conditions, and grants the following rights:

A. The easement is for the purposes of developing, establishing, constructing, repairing and maintaining a water supply system or related appurtenances, in any size, form, shape or capacity;

B. Oxford Township has the right to sell, assign, transfer or convey this easement to any other governmental unit;

C. No Co-owner may build or convey to others any permission to build any permanent structures on the easements;

D. No Co-owner may build or place on the area covered by the easement any other type of structure, fixture or object or engage in any activity or take any action or convey any property interest or right that would in any way either actually or threaten to impair, obstruct or adversely affect the rights of Oxford Township under the easements; and

E. Oxford Township and its agents, contractors and designated representatives have right-of-entry on, and to gain access to, the easement property.

All Co-owners release Oxford Township from any and all claims to damages in any way arising from or incident to the construction and maintenance of a water supply system or otherwise arising from or incident to the exercise by Oxford Township of its rights under the easement and Co-owners covenant not to sue Oxford Township for any such damages.

The rights granted to Oxford Township under this Section may not be amended without the express written consent of Oxford Township. Any purported amendment or modification of the rights granted shall be void and without legal effect unless agreed to in writing by Oxford Township.

**Section 8.** Amended and Restated Master Declaration of Restrictions for Waterstone. The Condominium is part of the Waterstone as established by the Amended and Restated Master Declaration of Restrictions for Waterstone recorded in Liber 20873, Pages 51 et seq., along with the First Amendment recorded in Liber 20693, Pages 395 et seq., Oakland County Records (as amended, the "Master Declaration"). The Master Declaration confers certain benefits and imposes certain obligations upon the Co-owners, including, without limitation, the obligation to share in the cost of maintenance and support of the Community Areas (as defined in the Master Declaration), Co-owners are responsible for paying assessments levied by Waterstone (as defined in the Master Declaration), the establishment of Golf Course Easements, and the limitation of use of Waterstone Lake, as more fully set forth in the Master Declaration.

#### **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.

**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<sup>rd</sup>s) 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<sup>rd</sup>s) of all first mortgagees of record in accordance with Section 90 of the Condominium Act. 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 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.

[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

Golf Villas at Waterstone Association, a Michigan Nonprofit Corporation

By: [Signature]  
Name: John Mick  
Title: President

STATE OF MICHIGAN )  
 ) SS:  
COUNTY OF ~~OAKLAND~~ Genesee )

The foregoing instrument was acknowledged before me this 3 day of November 2021 by John Mick, the President of Golf Villas at Waterstone Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

[Signature]  
Susan Marie Versola, Notary Public  
Genesee County, Michigan  
Acting in Genesee County, Michigan  
My Commission Expires: October 28, 2027

Document drafted by and when recorded return to:  
Sarah R. Karl, Esq.  
Makower Abbate Guerra Wegner Vollmer PLLC  
30140 Orchard Lake Rd.  
Farmington Hills, MI 48334

CERTIFICATION

STATE OF MICHIGAN )  
 )  
COUNTY OF Genesee ) SS  
 )

I, Dianne Cartledge, being first duly sworn, depose and state as follows:

1. I am the managing agent for Golf Villas at Waterstone Association, the corporation named in and which executed the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Golf Villas at Waterstone.
2. The Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Golf Villas at Waterstone were submitted to all Co-owners of Units in Golf Villas at Waterstone for the purpose of voting on such documents. The Co-owners approved the documents by a vote of more than two-thirds of all Co-owners entitled to vote.

*Dianne Cartledge*  
Dianne Cartledge

Acknowledged, subscribed and sworn to before me  
this 3 day of November, 2021.

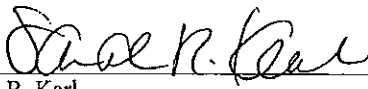
*Susan Marie Versola*  
Susan Marie Versola, Notary Public  
Genesee County, Michigan  
Acting in Genesee County  
My Commission Expires: October 28, 2027

CERTIFICATION

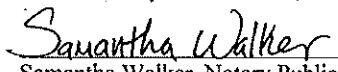
STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

I, Sarah R. Karl, being first duly sworn, depose and state as follows:

1. I am the attorney for Golf Villas at Waterstone Association, the Corporation named in and which executed the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Golf Villas at Waterstone.
2. I sent a copy of the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Golf Villas at Waterstone 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 Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Golf Villas at Waterstone.
3. Two-thirds (2/3<sup>rd</sup>s) of said mortgagees have consented to the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Golf Villas at Waterstone in accordance with the provisions of Section 90A of the Michigan Condominium Act. Said consents will be maintained for a period of two years in Golf Villas at Waterstone Association records located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.

  
\_\_\_\_\_  
Sarah R. Karl

Acknowledged, subscribed and sworn to before me this 5<sup>th</sup> day of November, 2021.

  
\_\_\_\_\_  
Samantha Walker, Notary Public  
Monroe County, Michigan  
Acting in Oakland County  
My Commission Expires: May 31, 2028