

# RIVER BEND PLYMOUTH

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EXAMINED AND APPROVED  
DATE NOV 15 2022  
BY EMA NJC  
MICHAEL R. COLLIN  
PLAT ENGINEER

AMENDED AND RESTATED MASTER DEED  
RIVER BEND CONDOMINIUMS

This Amended and Restated Master Deed (“Master Deed”) is made and executed on this 4th day of November, 2022, by RIVER BEND PLYMOUTH CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation (the “Association”), whose post office address is P.O. Box 700103, Plymouth, MI 48170.

WHEREAS, the Condominium’s Developer, Plymouth River Bend L.L.C., a Michigan limited liability company, established the real property described in Article II below, together with the improvements located thereon, as a residential Condominium Project under the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as the “Act”) by the recording of a Master Deed, Condominium Bylaws (attached thereto as Exhibit “A”) and Condominium Subdivision Plan (attached thereto as Exhibit “B”) on June 18, 2004, in Liber 40786, Page 94 through 136, Wayne County Records, as amended by the First Amendment to the Master Deed recorded on December 16, 2011, in Liber 49511, Page 1246 et seq., Wayne County Records, and designated as Wayne County Subdivision Plan No. 786; and

WHEREAS, the Association desires to amend its governing documents by the recording of this Master Deed, together with the Amended and Restated Condominium Bylaws attached hereto as Exhibit “A”;

WHEREAS, the Master Deed and the Amended and Restated Condominium Bylaws were duly adopted and approved by 66 and 2/3% of the membership on April 5, 2022, and by 66 and 2/3% of the first mortgagees on September 8, 2022, in accordance with the requirements of MCL 559.190 and MCL 559.190a of the Act;

WHEREAS, this Master Deed and the Amended and Restated Condominium Bylaws attached hereto shall completely supersede and replace the Master Deed and Condominium Bylaws that were attached as Exhibit “A” thereto recorded on June 18, 2004, in Liber 40786, Pages 94 through 136, Wayne County Records, as amended (except for the Exhibit “B” Condominium

AMENDED AND RESTATED MASTER DEED – RIVER BEND CONDOMINIUMS

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Subdivision Plan that was attached to the Master Deed, as amended, which Subdivision Plan shall remain in full force and effect);

NOW, THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of River Bend Condominiums as a Condominium Project under the Act and does declare that River Bend Condominiums (hereinafter referred to as the "Condominium," "Project," or "Condominium Project") shall continue to 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 Master Deed and Exhibit "A" hereto, and the Exhibit "B" Condominium Subdivision Plan that was attached to the Master Deed recorded on June 18, 2004, in Liber 40786, Pages 94 through 136, Wayne County Records, as amended, which Subdivision Plan is hereby incorporated by reference into this Master Deed, all of which shall be deemed to bind and run with the land and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, executors, administrators, personal representatives and assigns.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

## **ARTICLE I**

### **TITLE AND NATURE**

The Condominium Project shall be known as River Bend Condominiums, Wayne County Subdivision Plan No. 786. The Condominium Project is established in accordance with the Act. The project consists of eighteen (18) Units. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" to the Master Deed recorded on June 18, 2004, in Liber 40786, Pages 94 through 136, Wayne County Records, as amended, which Subdivision Plan is hereby incorporated by reference.

Each building contains individual residential Units, and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element or the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to their Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by this Master Deed.

## **ARTICLE II**

### **LEGAL DESCRIPTION**

The land, which is submitted, to the Condominium Project established by this Master Deed is located in the Township of Plymouth, Wayne County, Michigan, and is particularly described as follows:

*AMENDED AND RESTATED MASTER DEED – RIVER BEND CONDOMINIUMS  
ARTICLE I-II*

LOTS 64 & 65, AND PART OF LOT 63 OF "SUPERVISOR'S PLYMOUTH PLAT NO. 4," A SUBDIVISION OF PART OF HARDENBERG'S ADDITION TO PLYMOUTH VILLAGE, AND PART OF THE WEST 1/2 OF SECTION 23, T. 1 S., R. 8 E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 66 OF PLATS, PAGE 37, WAYNE COUNTY RECORDS. MORE FULLY DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SECTION 23; THENCE S 03°11'58" E (RECORDED AS: S 03°6'49" E) 1046.01 FEET ALONG THE WEST LINE OF SECTION 23; THENCE N 86°48'02" E 1725.52 FEET TO THE WESTERLY LINE OF LOT 63 OF SAID SUBDIVISION; THENCE N 70°04'50" E 296.86 FEET ALONG IN PART THE NORTHERLY LINE OF LOT 63 OF SAID SUBDIVISION TO THE WESTERLY LINE OF NORTHVILLE ROAD; THENCE S 19°59'20" E 308.02 FEET ALONG THE WESTERLY LINE OF NORTHVILLE ROAD TO THE SOUTHEASTERLY LINE OF LOT 65 OF SAID SUBDIVISION; THENCE S 69°45'31" W 147.80 FEET ALONG SAID SOUTHEASTERLY LINE OF LOT 65; THENCE N 71°56'40" W 291.39 FEET ALONG THE SOUTHWESTERLY LINE OF LOTS 64 AND 65 OF SAID SUBDIVISION; THENCE N 12°01'10" E 151.16 FEET ALONG THE WESTERLY LINE OF LOTS 64 AND 63 OF SAID SUBDIVISION; THENCE N 06°58'40" W 1.30 FEET ALONG THE WESTERLY LINE OF LOT 63 OF SAID SUBDIVISION TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHTS OF RIPARIAN OWNERS IN ROUGE RIVER. CONTAINING 2.081 ACRES.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this 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 Amended and Restated Articles of Incorporation and rules and regulations of the River Bend Plymouth Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in River Bend Condominiums as a condominium.

Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

**Section 1. Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

**Section 2. Association.** "Association" means River Bend Plymouth Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members. The Association shall administer, operate, manage and maintain the Condominium.

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 by the laws of the State of Michigan.

The term "Corporation," shall be synonymous with the term "Association."

**Section 3. Ballot.** "Ballot" means an instrument in writing or electronic form that is designed to record the vote or votes of members under Section 408 (MCL 450.2408) or Section 409 (MCL 450.2409) of the Michigan Nonprofit Corporation Act or at a meeting of the members.

**Section 4. Board of Directors.** "Board of Directors" or "Board" means the Board of Directors of the River Bend Plymouth Condominium Association.

**Section 5. Common Elements.** "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

**Section 6. Condominium Bylaws, Bylaws.** "Bylaws" means Exhibit "A" hereto, being the Amended and Restated Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The attached Amended and Restated Condominium Bylaws shall replace and supersede all previous versions of the Condominium Bylaws and any and all amendments made thereto, including the original Condominium Bylaws that were attached as "Exhibit A" to the Master Deed recorded on June 18, 2004, in Liber 40786, Page 94 through 136, Wayne County Records, as amended. These Condominium Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

**Section 7. Condominium Documents.** "Condominium Documents" means this Master Deed and Exhibits "A" and "B," the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

**Section 8. Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all buildings, improvements and structures located thereon, and all easements and rights belonging to River Bend Condominiums as described above.

**Section 9. Condominium Project, Condominium, River Bend Plymouth, or Project.** "Condominium Project," "Condominium," "River Bend Plymouth," or "Project" means River Bend Condominiums, a Condominium Project established in conformity with the provisions of the Act.

**Section 10. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means the Exhibit "B" drawings that were attached to the Master Deed recorded on June 18, 2004, in Liber 40786, Pages 94 through 136, Wayne County Records, including all subsequent amendments made to said drawings since the recording of the original Master Deed for the Project.

**Section 11. Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which own one or more Units in the Condominium Project.

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 and the Act. The voting rights of the land contract vendor and vendee as to any Unit that is subject to a land contract shall be as determined by the Condominium Bylaws.

**Section 12. Default, Co-owner Fault.** "Default" or "Co-owner Fault" means any action or any refusal or failure to act (including, without limitation, intentional acts, negligence, gross negligence, misuse, omissions, neglect, misfeasance, or malfeasance) which renders a Co-owner, Tenant or Non-Co-owner Occupant in default of, in noncompliance with, or in breach of, the Condominium Documents.

**Section 13. Developer.** "Developer" means Plymouth River Bend L.L.C., a Michigan Limited Liability Company, which made and executed the original Master Deed recorded on June 18, 2004, in Liber 40786, Pages 94 through 136, Wayne County Records.

**Section 14. Electronic Transmission, Electronically Transmitted.** "Electronic transmission" or "electronically transmitted" means any form of communication that meets all of the following:

- (a) It does not directly involve the physical transmission of paper.
- (b) It creates a record that may be retained and retrieved by the recipient.
- (c) It may be directly reproduced in paper form by the recipient through an automated process.

**Section 15. General Common Elements.** "General Common Elements" means the Common Elements other than the Limited Common Elements.

**Section 16. Good Standing.** A Co-owner in "Good Standing" means a Unit owner whose assessment and all other payment or performance obligations to the Association as determined by the Board of Directors are not in arrears and who is not otherwise in default of the Condominium Documents. A Co-owner must be in "Good Standing" in order to be entitled to vote under the Act and the Condominium Documents.

**Section 17. Limited Common Elements.** "Limited Common Elements" means a portion of the Common Elements reserved for the exclusive use of less than all of the Co-owners.

**Section 18. Mortgagee.** "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium, or Condominium Unit.

**Section 19. Non-Co-owner Occupant.** "Non-Co-owner Occupant" means any person who resides or occupies a Unit for any period of time and who is not an Owner of the Unit in which they reside or occupy. The term, "Non-Co-owner Occupant" is inclusive of the terms "tenant," "lessee" and "renter."

If a Unit is owned by a legal entity and not by a person, then a shareholder, director, partner, present beneficiary, or member (as applicable) of the entity that owns the Unit shall not be considered a “Non-Co-owner Occupant” if they occupy or reside in the Unit owned by the entity.

**Section 20. Percentage of Value.** “Percentage of value” means the percentage assigned to each Condominium Unit as reflected in Article V of the Amended and Restated Master Deed.

**Section 21. Point of Entry.** “Point of entry” means the point at which a Common Element crosses the boundary of and enters into a Co-owner’s Unit.

**Section 22. Proper Purpose.** “Proper purpose” means a purpose that is reasonably related to a person’s interest as a member of the Condominium, and shall have such further meaning as is provided by the Nonprofit Corporation Act and the common law, as applicable.

**Section 23. Proxy.** A “proxy” is a written document which authorizes one Co-owner to exercise voting rights on behalf of another Co-owner. A proxy may only be granted and exercised in compliance with MCL 450.2421 and all other relevant provisions of the Nonprofit Corporation Act as well as the applicable provisions regarding voting by proxy as are stated in the Condominium Bylaws.

The Board of Directors may adopt or designate a specific form of written proxy to be used by any Co-owners who wish to grant a proxy to another Co-owner for voting purposes, in which event such written form shall be the only form that Co-owners may utilize in voting by proxy.

**Section 24. Record.** “Record” means to record as provided by Michigan law relating to the recording of deeds or other evidences of title or any interest in a Unit or the Condominium subject to applicable provisions of the Condominium Act.

**Section 25. Record Date.** The “record date” is the date used for the purpose of determining which Members are entitled to vote at a meeting of the Members and to cast a ballot in any matter voted on by the Members by written ballot without a meeting.

Unless the Board adopts a different record date, the record date for any meeting shall be the close of business of the day before the date on which notice for the meeting is given by the Association to the Members.

The record date for any meeting shall apply to any adjournment of the meeting as well, unless the Board establishes a new record date under MCL 450.2412 of the Nonprofit Corporation Act for the adjourned meeting.

For any matter voted on by written ballot without a meeting (as might be permitted by the Condominium Documents), the record date for determining which Members are entitled to receive and cast a ballot shall be the close of business of the day before the day on which the Association provides the written ballot to the Members, unless the Board adopts a different record date.



**Section 26. Resident Owner.** The term “resident owner” means a Co-owner who maintains a Unit within the Condominium as their primary residence.

**Section 27. Right to Inspect.** “Right to inspect” includes the right to copy and make extracts from the records of a corporation and, if reasonable, the right to require the corporation to supply copies made by photographic, xerographic, or other means as permitted by Statute or as provided for in the Condominium Documents. To cover the costs of labor and material, the Corporation may require a member to pay a reasonable charge for copies of the documents provided to the member.

**Section 28. Tenant, Renter or Lessee.** The terms, “Tenant,” “Renter” and “Lessee” shall be synonymous and may be used interchangeably throughout the Condominium Documents. These terms mean any Non-Co-owner Occupant that occupies or resides within a Condominium Unit pursuant to a lease or rental agreement (of any duration) with a Co-owner, regardless of whether the lease is oral or in writing, in exchange for the payment of rent or any other valuable consideration.

**Section 29. Township.** “Township” means the Township of Plymouth.

**Section 30. Unit, Condominium Unit.** “Unit” or “Condominium Unit” each mean a single Unit in River Bend Condominiums as the same is described in Article V, Section 1 and in Exhibit “B” to the Master Deed, and shall have the same meaning as the term, “Condominium Unit” as it is defined in the Act.

**Section 31. Volunteer.** “Volunteer” means an individual who performs services for a corporation, other than services as a volunteer director, who does not receive compensation or any other type of consideration for the services other than reimbursement for expenses actually incurred.

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, and vice versa.

## ARTICLE IV

### COMMON ELEMENTS

The Common Elements of the Condominium and the respective responsibilities of the Association and Co-owner for maintenance, decoration, repair or replacement thereof are as follows:

**Section 1. General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II hereof and designated on Exhibit "B" as General Common Elements and not otherwise designated as Limited Common Elements or as Condominium Units.

(b) **Roads.** All internal roads and drives designated on the Condominium Subdivision Plan.

(c) **Electrical.** The electrical transmission mains throughout the Project, including that portion contained within Unit perimeter walls, up to the electrical circuit breaker box for each Unit, together with the common lighting for the Condominium, and any other electrical apparatus necessary to operate General Common Elements.

(d) **Telephone.** The telephone system throughout the Project, including that portion contained in Unit perimeter walls, up to the point of entry into each Unit.

(e) **Gas.** The gas distribution system throughout the Project, including that portion contained within Unit perimeter walls, up to the ownership limits for each Unit.

(f) **Sanitary Sewer.** The sanitary sewer mains throughout the Project.

(g) **Water Distribution System and Water Meters.** The water distribution system, including that portion which is contained inside Unit perimeter walls, up to the point of entry into any Unit.

The water meter in the Unit that serves all of the Units in each building shall be part of the General Common Elements.

(h) **Storm Drainage.** The storm drainage system throughout the Condominium.

(i) **Telecommunications and Cable Television Wiring.** The telecommunications and cable television transmission systems, if any, throughout the Project, including that contained within Unit walls, up to the point of entry to each Unit.

(j) **Building Structure.** Foundations, supporting columns, Unit perimeter walls (but not including any windows or doors therein), roofs, ceilings, and the floor construction between Unit levels.

(k) **Other.** 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 which are intended for common use or are 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.

**Section 2. Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit which the Limited Common Elements service.

The Limited Common Elements are as follows:

(a) **Decks.** Each individual deck in the Project and the area underneath any elevated deck is restricted in use to the Co-owner of the Unit which opens onto such deck, as shown in Exhibit "B".

(b) **Porches.** Each porch in the Project is restricted in use to the Co-owner of the Unit which opens onto such porch as shown in Exhibit "B".

(c) **Air Conditioner Compressors.** Each individual air conditioner compressor, its pad and other equipment and accessories related thereto, together with the ground surface immediately below the pad, are restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

(d) **Windows, Doors and Screens.** The windows, doors and screens in the Project shall be limited in use to the Owners of Units which they serve.

(e) **Utility Meters.** Meters for natural gas and electricity shall be Limited Common Elements respectively appurtenant to each Unit for which they measure such utility service.

(f) **Interior Surfaces.** The interior surfaces of Unit and perimeter walls (including doors therein), ceilings, and floors within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(g) **Exterior Photo Cell Lights.** The exterior photo cell lighting fixtures in the front of each Unit's garage shall be a Limited Common Element to such Unit.

(h) **Garage Drives and Sidewalks.** The driveway immediately adjacent to each garage and the sidewalk adjacent thereto is limited in use to the Co-owner of the corresponding Unit as designated in the Condominium Subdivision Plan.

**Section 3. Co-owner Responsibilities.** Each Co-owner shall be responsible for the duty and cost of decorating, maintaining, repairing and replacing the following items (regardless of whether or not some items or portions thereof might be designated as part of the General Common Elements, Limited Common Elements, or non-Common Elements):

(a) **Decks.** The duty and costs of maintenance, repair and replacement of each individual deck described in Article IV, Section 2 (a) and its contents shall be borne by the Co-owner of the Unit served by the deck.

The Board of Directors may adopt rules, regulations and policies governing the standards applicable to decks and their maintenance, repair and replacement. Such standards may include (but may not be limited to) the acceptable styles, colors and materials that may be used in deck maintenance, repair and replacement.

In the event that any Co-owner fails to maintain, repair or replace their deck, the Association's Board of Directors may elect, at its option to maintain, repair or replace the Co-owner's deck and assess the Co-owner for all costs and expenses incurred in accordance with Article II of the Condominium Bylaws.

(b) **Porches.** The duty and cost of maintenance, repair and replacement of each individual porch described in Article IV, Section 2 (b) and its contents shall be borne by the Co-owner of the Unit to which such Limited Common Element respectively appertains.

(c) **Air Conditioner Compressors.** The duty and costs of repair and replacement of each air conditioner compressor referred to in Article IV, Section 2 (c) shall be borne solely by the Co-owner of the Unit which such equipment services.

(d) **Windows, Doors and Screens.** The repair, replacement and interior and exterior maintenance of all window glass, doors and screens referred to in Article IV, Section 2 (d) above and the costs thereof shall be borne by the Co-owner of the Unit which any such windows, doors and screens serve.

Notwithstanding the foregoing, the Association, acting through its Board of Directors, may elect, at its option, to undertake exterior cleaning of window glass.

The Board of Directors may adopt rules, regulations and policies governing the standards applicable to Co-owner storm doors and their maintenance, repair and replacement. Such standards may include (but may not be limited to) the acceptable styles, colors and materials that may be used for Co-owner doors, storm doors and screens.

The Board of Directors may also adopt rules, regulations and policies regarding the repair and replacement of windows, including (but not limited to) the acceptable styles, materials and tinting of such window glass, screens and framing.

(e) **Utility Services.** All utility services measured through Unit meters shall be borne by the Co-owner of the Unit to which the utility services are provided.

(f) **Interior Surfaces; Drywall.** The costs and duty of decoration, maintenance, repair and replacement of all surfaces referred to in Article IV, Section 2 (f) above, including any and all drywall, shall be borne by the Co-owner of the Unit in which such surfaces are located.

(g) **Exterior Photo Cell Lights.** The costs of electricity for the exterior photo cell lighting fixtures referred to in Article IV, Section 2 (g) above shall be metered by the individual electric meters of the Co-owners whose Units they serve, and shall be paid by such individual Co-owners without reimbursement from the Association. These lighting fixtures shall be maintained, repaired and replaced by the Association

The Association's Board of Directors, in its discretion, shall determine the size and nature of the bulbs to be used by Co-owners in the exterior photo cell lighting fixtures. No Co-owner shall modify or change such fixtures in any way and/or cause the electrical flow for operation thereof to be interrupted at any time. Said fixtures shall operate on photoelectric cells, the timers for which shall be set by and at the discretion of the Association's Board, and shall remain lit at all times determined by the Board for the lighting thereof.

(h) **Garage Drives and Sidewalks.** The duty and cost of maintenance, repair and replacement of each individual garage driveway and adjacent sidewalk described in Article IV, Section 2 (h), shall be borne by the Co-owner of the Unit which such Limited Common Elements serve.

(i) **Garages.** The duty and cost of maintenance, decoration, repair and replacement of all garage interiors shall be that of the Co-owner whose Unit is served by such garage. The Co-owner shall also be responsible for maintaining, repairing and replacing their garage door and garage door opener, including all related tracks and springs.

(j) **Electrical Wiring, Gas Lines, Water Lines, Drain Lines, Heating/Air-Conditioning Ducts, Telephone, Telecommunication and Cable Television Wiring.** All cooling and heating duct work, water lines, drain lines, electrical wiring, gas lines, telephone wiring, telecommunication wiring and cable television wiring which are located within the interior of a Unit and which serve only the Unit in which they are located.

Where any of the foregoing serves more than one Unit, the Association shall have the responsibility to maintain, repair and replace the item regardless of whether it is located within or runs through any single Unit.

The Co-owner shall also be responsible for maintaining, repairing and replacing any and all of the aforesaid items if the item in question serves only that Co-owner's Unit exclusively, regardless of where in the Condominium the item is located in relation to the Co-owner's Unit.

(k) **Appliances.** All appliances and equipment within the Co-owner's Unit and supporting hardware, including, but not limited to, microwaves, refrigerators, freezers, sump pumps (include the sump pump water discharge line which runs to the outside of the Unit), smoke detectors, carbon monoxide alarms, fire extinguishers, humidifier, garbage disposal, dishwasher, range, oven, vent fan and related duct work, bathroom exhaust fans and related duct work, clothes washer, clothes dryer, appliance vent covers, vent filters, water filters and hot water heaters, if any.

(l) **Plumbing Fixtures.** All plumbing fixtures, including commodes, tubs, hot tubs, Jacuzzi tubs and motors, shower pans, shower stalls, shower enclosures, tub and shower caulking, faucets, water shut-off valves, rings, seals and washers, water supply lines, and all traps and connecting drain pipes within the Unit.

(m) **Fire Safety.** Co-owners shall maintain a properly functioning fire extinguisher in their Unit at all times. Co-owners are responsible for testing all smoke detectors within their Unit on a regular basis and for replacing all batteries in their smoke detectors. The Association shall be responsible for maintaining, repairing and replacing the fire alarm system that runs throughout the Condominium, including the control panel (regardless of the Unit in which it is located) and the heat risers, fire alarms and lights located within the Units.

(n) **Snow Removal.** The Co-owner is responsible for all snow removal and ice treatment of the Co-owner's deck.

(o) **Improvements & Decorations.** All interior non-Common Element improvements and decorations including, but not limited to, paint, wallpaper, window treatments, paneling, carpeting, linoleum, tile, finished floors, and other floor coverings and trim.

(p) **Kitchens & Bathrooms.** All interior non-Common Element fixtures, equipment and trim located within any kitchen or bathroom, including, but not limited to, any and all kitchen and bathroom cabinets, counters, sinks, mirrors, interior trim, closet doors, laundry tubs, tile and wood (either floor or wall), and all related hardware.

(q) **Other.** All other items not specifically enumerated above which may be located within the individual Co-owner's Unit.

**Section 4. Co-owner Additions, Modifications.** Co-owner improvements, additions, or modifications, even though approved by the Association or installed upon purchase, 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 (including, but not limited to, finished basements and garages), all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner. The Association shall have no obligation to refinish, repair, replace, or restore any such improvements or betterments, even in cases of damage caused by or from any Common Elements for which the Association is responsible for maintaining, repairing, or replacing under the Condominium Documents. In such cases, the Association's sole responsibility will be to correct the root problem that is its responsibility under the provisions of the Condominium Documents. The Co-owner shall be responsible for uncovering the element needing repair to allow the Association access, and shall provide such access and all restoration at the Co-owner's sole expense.

**Section 5. Co-owner Responsibility for Repairs and for Damages when Association's Insurance Policy Excludes Coverage; Association's Right to Assess Deductible to the Responsible Co-owner; Association's Repair Duties when Deductible Exceeds Amount of Loss.** Under the Bylaws, the Association has a duty to carry property insurance coverage for all General Common Elements of the Condominium. The Co-owner is responsible for carrying property insurance for their Units, Limited Commons Elements, all interior walls, the pipes, wires and conduits contained in said walls, as well as for all interior fixtures, equipment, and trim which came furnished with the Unit as standard items, and all betterments and improvements.

(a) **Exclusions.** To the extent that the Association's property insurance coverage would otherwise apply to any loss but coverage is denied as a result of the application of an exclusion contained in the Association's policy (such as, by way of illustration and not limitation, an exclusion for mold or the owner's failure to provide heat to the Unit), in such cases the Association shall only be responsible for the duty of repairing the General Common Elements as set forth in Article IV of this Master Deed. The Co-owner of the Unit that was damaged in such case shall have the duty to repair any and all damaged Limited Common Element and non-Common Element items in accordance with Article IV, Section 3 above regarding such duties. The Association may assess any costs, damages, or expenses incurred in repairing the General Common Elements in such cases to the Owner of the Unit from which cause of the loss or damage originated, regardless of whether that Owner's negligence, actions or inactions caused the loss.

(b) **Deductibles.** In those instances where sufficient insurance proceeds are unavailable for the complete repair of any damage to General Common Elements as a result of the application of a deductible under the Association's insurance policy, the Association may assess the deductible amount to the Co-owner in accordance with the relevant provisions of Article IV of the Condominium Bylaws. 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.

(c) **Total Loss Less than Deductible.** In those instances where insurance proceeds are completely unavailable for the repair of any damage to General Common Elements as a result of the total amount of the loss being less than the deductible under the Association's insurance policy, the Association shall have the right and duty to repair or replace the damaged General Common Elements but may assess all costs and expenses incurred to the responsible Co-owner in the same manner as it may assess a deductible to a Co-owner under Article IV of the Condominium Bylaws.

**Section 6. 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, timing, material and appearance. In the event of failure by a Co-owner to follow such specifications and approval requirements, the Co-owner shall be assessed for, and shall be responsible for, all costs of correction and for bringing the altered element into conformity with these requirements, including, but not limited to, possible complete removal and replacement.

Any and all such maintenance, repair, and replacement performed or arranged by the Co-owner must satisfy all applicable City codes and ordinances. The Co-owner is responsible for obtaining any permits or approvals that might be required by the City for any such work. Upon request, the Co-owner shall provide copies of any and all permits and/or approvals obtained from the City to the Board of Directors.

**Section 7. Association Responsibilities.** Except as otherwise specifically provided elsewhere in this Master Deed or in the Condominium Bylaws, the Association shall be responsible for the cost and duty of maintenance, decoration, repair and replacement of all General Common Elements.

Upon receiving notice from a Co-owner about an item that the Association has a duty to maintain, repair or replace under the Condominium Documents, the Association shall complete all of the maintenance, repair or replacements requested by the Co-owner within a reasonable time. The Board of Directors shall have sole discretion to decide the manner in which such items shall be addressed, in its own best business judgment, and in accordance with its powers and duties regarding such matters under the Condominium Documents and applicable law.

Co-owners shall promptly report any and all maintenance, repair and replacement issues, problems and concerns that may occur within their Unit or Limited Common Elements to the Association to the extent that the Association may be responsible for addressing the maintenance, repair or replacement under the Condominium Documents or if such items might be covered by the Association's insurance policies, or if a reasonable person might have cause to believe that such items might cause damage to other Units or adjacent Common Elements if left unaddressed.

The Association shall not be obligated to reimburse a Co-owner for any non-emergency repairs that the Co-owner makes or contracts for without first obtaining the express written approval of the Board of Directors for the contracts and/or repairs. The Association shall only be responsible for payments to contractors for any non-emergency work that has been expressly authorized in writing by the Board of Directors or by the Association's property management company.

**Section 8. 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.

**Section 9. 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 Project 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.

**Section 10. Utility Expenses.** The Project is served with public water and sewer and all charges for same shall be invoiced to and paid by the Association as an expense of administration, together with all other utility charges pertaining to the Common Elements.



The Association shall have the right to reasonably surcharge any Unit or group of Units for water and sewer usage above and beyond that used on average in the Condominium by other comparable Units or groups of Units. The Association may only surcharge a Unit or Units under this provision if, after investigation of the interiors of the affected Units, the Board reasonably concludes that the excessive water or sewage usage more likely than not resulted from the failure of a Co-owner to comply with their obligations to maintain, repair, or replace their Unit, its appurtenant Common Elements or any non-Common Element items within the Unit which the Co-owner had a duty to maintain, repair or replace under the Condominium Documents.

All charges and expenses for gas, electricity and all other utilities shall be individually metered to each Unit and shall be payable as the sole obligation of the Co-owner of each Unit.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1. Description of Units.** This Condominium consists of 18 Units numbered 1 thru 18 inclusive. Each Unit in the Condominium Project is described in this Section with reference to the Condominium Subdivision Plan of River Bend as prepared by Arpee/Donnan, Inc., and attached to the Master Deed as Exhibit "B."

Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished basement floor, all as shown on the floor plans and sections in Exhibit "B" and delineated with heavy outlines. The dimensions shown on plans in Exhibit "B" have been physically measured by Arpee/Donnan, Inc. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit "B," then the typical plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

**Section 2. Percentage of Value.** The percentage of value assigned to each of the 18 Units shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit, which affects value, and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned.

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 proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

## ARTICLE VI

### EASEMENTS

**Section 1. Easement for Maintenance of Encroachments and Utilities.** In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance, repair, and replacement 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 interior wall which supports a Common Element.

**Section 2. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

**Section 3. Association Easements 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 inspection, 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.

While it is intended that each Co-owner shall be solely and primarily responsible for the performance and costs of all maintenance, repair and replacement of and decoration of their Unit and Limited Common Elements (as such duties are more specifically set forth in Article IV, Section 3 of this Master Deed), it is nevertheless a matter of concern that a Co-owner may fail to properly maintain their Unit interior and/or its Limited Common Elements in accordance with the standards set forth in this Master Deed, the Condominium Bylaws, and any Rules and Regulations promulgated by the Association's Board of Directors. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep their Unit, the improvements therein or any of the Unit's Limited Common Elements in good repair, 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 and/or necessary to so maintain, decorate, repair and/or replace the Unit, the improvements therein or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit.

These easements may include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to sump pumps, water meters, fire alarms, heat detectors, fire alarm control panels, sprinkler controls and valves and other Common Elements or equipment which affects the operation of Common Elements located within any Unit or its Limited Common Elements.

No Co-owner shall, in any way, restrict access to any of the common utilities, utility distribution systems, or any other Common Elements that must be accessible to service any residences. Should access to any of these facilities be required, the Association may remove any coverings or attachments that restrict such access. The Association shall not be liable to the 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 provisions 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 their monthly installment of the annual assessment next falling due; further, the lien for nonpayment of such costs shall attach to the Unit as in all cases of regular assessments. 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 as provided for in Article II of the Bylaws (Exhibit "A" hereto) and the Act.

**Section 4. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors, shall have the power to 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, cable television, broad band cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Condominium.

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, including any Cable Television franchise ordinance as adopted from time to time by the Township. 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 affecting the 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.

**Section 5. Existing Easements of Record; Reserved Easements.** The Condominium is subject to all easements of record, including but not limited to any and all easements as are

depicted in the Condominium Subdivision Plan, attached as “Exhibit B” to the Master Deed. The Association reserves all easements granted by the Act without restriction of any kind.

**Section 6. Termination of Easements.** The Association reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effectuated by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

## ARTICLE VII

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit “B” to said Master Deed) may be amended with the consent of those Co-owners who represent sixty-six and two-thirds percent (66-2/3%) of the Units in the Condominium that are entitled to vote except as hereinafter set forth:

**Section 1. Co-owner Approval.** Whenever a proposed amendment to this Master Deed would materially alter or affect the rights of the Co-owners, such an amendment shall require the approval of those Co-owners who represent sixty-six and two-thirds percent (66-2/3%) of the Units in the Condominium that are entitled to vote as of the record date for such vote. The procedures for amending this Master Deed shall be the same as those set forth in Article XIV of the Condominium Bylaws regarding “Amendments.”

For purposes of this Article, a “material” amendment is an amendment to the Condominium Documents that in any way alters or changes a Co-owner’s legal rights or obligations under the Condominium Documents, or which give the Documents a different legal effect in regard to Co-owners.

**Section 2. Board’s Power to Enact Non-Material Amendments for Specific Purposes.** The Association may (acting through a majority of its Board of Directors, without the consent of any Co-owner or other person), amend this Master Deed, the Bylaws attached as Exhibit “A” hereto, and the Condominium Subdivision Plan attached as Exhibit “B” to the Master Deed as long as the amendments do not materially affect any rights of the Co-owners or impair the security of any mortgage holder, but only if the amendments serve at least one of the following specific purposes:

- (a) to correct survey errors or any other types of errors in the Condominium Documents;
- (b) to maintain the Condominium Document in compliance with the Act;

(c) to facilitate conventional mortgage loan financing or refinancing for existing or prospective Co-owners; or

(d) 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 or the Department of Housing and Urban Development, and/or any other agency of the Federal government or the State of Michigan.

The Board of Directors shall notify the Co-owners by mail, electronic transmission, posting or by another effective means of communication of any proposed amendments to the Master Deed under this Section at least ten (10) days before such amendments are recorded with the Register of Deeds.

**Section 3. Modification of Units, Common Elements, and Method or Formula used to Determine Percentages of Value.** Notwithstanding any other provision of this Article, the method or formula used to determine the percentage of value assigned to any Unit as described in Article V hereof shall 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 and its Limited Common Elements may not be modified without the Co-owner's consent.

The Condominium may be terminated only in accordance with Sections 50 and 51 of the Act.

Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Act.

**Section 4. Mortgagee Approval.** Whenever a proposed Amendment would materially alter or change the rights of mortgagees (as defined in Section 90a(9) of the Act), such amendment shall require the consent of not less than sixty-six and two-thirds percent (66-2/3%) 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 Act.

