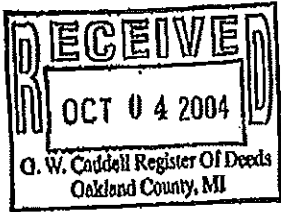


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LIBER 34163 PAGE 740  
\$157.00 MISC RECORDING  
\$4.00 REINUMENTATION  
10/04/2004 03:50:06 P.M. RECEIPT# 119837  
PAID RECORDED - OAKLAND COUNTY  
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**AMENDED AND RESTATED MASTER DEED OF  
MAPLE RIDGE CREEK VILLAGE  
(Act 59, Public Acts of 1978 as amended)  
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1137**

This Amended and Restated Master Deed is made and executed on this 28th day of September, 2004, by the Maple Ridge Creek Village Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose office is located c/o Association Management, Inc., 47200 Van Dyke, Shelby Township, MI 48317, represented herein by Patricia Magreta, the President of the Maple Ridge Creek Village Condominium Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

01001137

WHEREAS, the Association desires by recording this Amended and Restated Master Deed, together with the Restated Condominium Bylaws attached hereto as Exhibit "A", and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", (and which is hereby incorporated by reference and made a part hereof), to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act of Michigan. The original Master Deed and Exhibit A for Maple Ridge Creek Village, recorded in Liber 18987 Pages 096-158, Oakland County Records, is superseded and replaced by this Amended and Restated Master Deed and Exhibit A.

SOP

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

15-01-426-000at

O.K. - KB<sup>1</sup>

**ARTICLE I**

**TITLE AND NATURE**

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Maple Ridge Creek Village, Oakland Condominium Subdivision Plan No. 1137. The Condominium Project is established in accordance with the Act.

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

Section 3. Voting. Co-owners shall have voting rights in the Maple Ridge Creek Village Condominium Association as set forth herein, in the Restated Condominium Bylaws and Articles of Incorporation of such Association.

**ARTICLE II**

**LEGAL DESCRIPTION**

The land which comprises the Condominium established by this Master Deed is a parcel of land in the City of Rochester, Oakland County, Michigan described as follows:

The North half of the South half of the West three quarters of Section 1, Town 3 North, Range 11 East, City of Rochester, Oakland County, Michigan, being described as; commencing at the South ¼ corner of said Section 1; thence North 83° 47' 45" East, 1320.95 feet along the South line of Section 1; thence North 02° 06' 57" West, 1396.69 feet to the point of beginning; thence South 87° 10' 38" West, 1320.75 feet; thence South 87° 56' 14" West, 726.24 feet; thence North 41° 43' 22" East, 90.42 feet; thence North 48° 16' 38" West, 240.21 feet to the centerline of Washington Road; thence North 42° 26' 45" East, 1449.32 feet along said line; thence South 89° 49' 07" East, 367.00 feet; thence North 00° 44' 10" West, 198.00 feet to a point on the East-West 1.4 line of said Section as occupied; thence South 89° 23' 14" East, 466.97 feet, and South 89° 40' 10" East, 302.93 feet along said line; thence South 02° 06' 57" East, 1396.68 feet to the point of beginning, containing 52.66 acres and being subject to 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 the Maple Ridge Creek Village Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Maple Ridge Creek Village, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

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

C. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Restated Condominium Bylaws of Maple Ridge Creek Village Condominium Association, attached hereto as Exhibit A, pertaining to operation of the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

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

E. "Restated Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners, and those required provisions pertaining to operation of the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

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

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

H. "Condominium Project", "Condominium" or "Project" means Maple Ridge Creek Village as a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as amended, (which is hereby incorporated by reference and made a part hereof as Exhibit "B").

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

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

L. "Creekside Village Association" means Creekside Village Owners Association, a Michigan non-profit corporation established to administer the common areas of Creekside Village of Rochester Planned Residential Development, as such common areas are defined and described in the Creekside Village of Rochester Planned Residential Development Declaration of Covenants, Conditions and Restrictions recorded in Oakland County Records, as amended. Members of the Association are not members of the Creekside Village Association, and have no obligations for any dues or assessments levied by the Creekside Village Association.

M. "Creekside Village Development Agreement" means that certain Creekside Village of Rochester Planned Residential Development Agreement for Creekside Village of Rochester Planned Residential Development, recorded in Oakland County Records, as amended, which creates certain relationships between Maple Ridge Creek Village and adjoining land.

N. "Declaration" means that certain Creekside Village of Rochester Planned Residential Development Declaration of Covenants, Conditions and Restrictions recorded in Oakland County Records, which Declaration establishes certain common areas for the use of all members of Creekside Village Association.

O. "Developer" means Pulte Homes of Michigan Corporation, a Michigan corporation, its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

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

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

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

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

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

#### ARTICLE IV

#### COMMON ELEMENTS

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

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

(1) Land. The land described in Article II hereof, including any drives, parking areas, walks and landscaped areas, except to the extent any of the foregoing are designated herein or in the Condominium Subdivision Plan as Limited Common Elements, or dedicated to the City;

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

(3) Construction. Foundations, supporting columns, Unit perimeter walls (including windows and doors therein) and such other walls as are designated on the Condominium Subdivision Plan as General Common Elements, roofs, ceilings, floor construction between Unit levels and the exterior of chimneys;

(4) Easements. All beneficial easements and use rights established by the Declaration, and all beneficial utility and drainage easements;

(5) Park. Ford Park, which consists of all "Open Space" designated and shown on the Plan;

(6) Storm Sewer. The storm water drainage system throughout the Condominium, including below-ground and above-ground systems.

(7) Common Equipment. If any meter, appliance, or fixture services a Unit other than the Unit it is located within, then such meter, appliance or fixture shall be a General Common Element;

(8) Irrigation System, Flagpole and Mailboxes. The common irrigation system throughout the Project, including timers, valves and other related facilities, the Project flagpole and the mailboxes;

(9) Other. Such other elements of the Project 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 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.

B. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(1) Driveways, Decks, Chimneys, A/C Compressors and Porches. Driveways, decks, chimneys, garages, air conditioner compressor pads and porches designated on the Plan as Limited Common Elements are limited to the sole use of the Co-owners of the Units which such Limited Common Elements service; and

(2) Interior Surfaces. Interior surfaces of all ceilings, floors, chimneys, Unit perimeter walls, garage walls and floors, garage doors, windows and doors contained within a Unit (including windows and doors in Unit perimeter walls) are Limited Common Elements limited to the sole use of the Co-owner of such Unit.

C. Responsibility. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of the Restated Condominium Bylaws (Exhibit "A" to this Amended and Restated Master

Deed), the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

(1) Co-owner Responsibilities:

(a) Unit, Limited Common Elements. The primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Project, and the Limited Common Elements assigned or appurtenant thereto shall be borne by the Co-owner of the Unit, except as hereinafter described.

(I) Limited Common Elements for which the Association is Responsible. The Association shall be responsible for the maintenance, repair and replacement, except in cases of Co-owner fault, of the driveways, and front porches and their steps described in Paragraph B.(1), above, and for only repair and replacement of the garage floors described in Paragraph B.(2), above. The Association shall also be responsible for the periodic exterior painting and caulking of windows and doors described in Paragraph B.(2), above. The Association shall also have the right, but not the obligation, to incur costs for maintenance, decoration, repair and replacement of any exterior item that is defined as being the responsibility of the Co-owner, and should the Association exercise such right, the Association shall in such case charge back such costs to the Unit(s) serviced by the same, which charge shall constitute an assessment subject to collection in accordance with Article II of the Restated Condominium Bylaws.

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

(i) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, the furnace and air conditioner and related ductwork, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, range, oven, microwave, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters, fireplaces, flues, dampers and chimneys (except exterior surfaces) and individual hot water heaters;

(ii) The water lines, pipes, valves and fixtures from the point of connection to the water meter, including the outside water spigot;

- (iii) All plumbing stacks and drain lines from the point that such line first enters a Unit;
- (iv) The gas lines, pipes, valves and fixtures from the point of connection to the gas meter;
- (v) Electrical lines, wires, outlets, switches, boxes, circuit breakers and fixtures from the point of connection with the electrical meter for the Unit, including all exterior light fixtures;
- (vi) All cabinets; counters; interior doors; closet doors; sinks; tile, either floor or wall; and related hardware;
- (vii) All improvements or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings and trim, regardless if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair or replacement responsibilities as to a General Common Element;
- (viii) Interior drywall, ceilings, attic insulation, interior wall construction and flooring, if any, above the initial subfloor;
- (ix) All unit entry and access doors, including frames, storms, screens, seals, sweeps and hardware, and the garage doors, including with tracks, springs remotes and all related hardware;
- (x) All windows, interior doors, and doorwalls, including frames, storms, screens, seals, sweeps and hardware;
- (xi) Co-owner landscaping and plantings, and all decks, slabs, pavers, steps and porches (other than the front entry), and other improvements or installations appurtenant to the Unit;
- (xii) Maintenance only of the garage floor;
- (xiii) All sump pumps and all related installations, wiring and piping;
- (xiv) Each individual doorbell system, including fixtures, buttons, lights, wiring and transformers;



(xv) The cost of maintenance, repair and replacement of all items referred to in Article V, Section 3 of the Amended and Restated Condominium Bylaws, Exhibit "A" hereto, shall be borne by the Co-owner, except as otherwise provided in the Condominium documents.

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

(b) Utility Charges. All individually metered utility services shall be borne by the Co-owner of the Unit to which such services are furnished.

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

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

(2) Association Responsibilities:

(a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of this Article and the Restated Condominium Bylaws expressly to the contrary.

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

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

ARTICLE V

USE OF PREMISES

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Condominium Unit Description. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of the Maple Ridge Creek Village Condominiums applicable hereto as Exhibit "B". Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "B" applicable hereto and delineated with heavy outlines. Building elevations are shown in detail in architectural plans and specifications on file with the City of Rochester.

B. Calculation of Percentage of Value. The percentage of value assigned to each Unit is set forth in subparagraph C below. The percentage of value assigned to each Unit shall be determinative of such 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 expenses of the administration and the value of each co-owner's vote at meetings of the Association. The total value of the Project is one hundred (100%) percent.

C. Percentage of Value. The Developer had determined that the expenses to be incurred by the Association in connection with the various Units should be approximately equal, and therefore, each Unit shall have an equal percentage of value.

ARTICLE VII

EASEMENTS

Section 1. Easements For Encroachment, Utilities, and Support. In the event any Condominium Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Act.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and

servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines.

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

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through any portion of any General Common Elements of the Condominium for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all streets and all utilities and utility easements located on the Condominium Premises to the public for such consideration as the Association shall determine in its sole discretion. The Association shall further have the right and power to grant easements over, or dedicate, portions of any of the Common Elements as may be necessary or desirable: (i) in furtherance of the coordinated maintenance and operation of the entire development described in the Creekside Development Agreement and in the Declaration and (ii) for utility, drainage, conservation, street, safety or construction purposes, and all persons acquiring any interest in the Condominium shall be deemed irrevocably to have appointed the Association as agent and attorney-in-fact to make such easements or dedications.

Section 3. Association's Easement For Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Amended and Restated Master Deed, the Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Master Deed, the Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, or any Limited Common Elements appurtenant thereto, the Association shall have the right, after appropriate notice, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due, in accordance with Article II of the Restated Condominium Bylaws; further, the lien for non-payment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the

Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Special Assessment District. Upon approval by and affirmative vote of not less than 51% of all Co-owners, in number and in value, 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. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

Section 5. Open Space Easements. The Condominium is subject to the terms, conditions and provisions of the Creekside Development Agreement and the Declaration. Among other things, the Creekside Development Agreement requires that certain "Open Space" (as defined in the Creekside Development Agreement) be established and constructed for the benefit of the Co-owners and the Owners of other residential dwellings in all other land subject to the Creekside Development Agreement. Ford Park (as shown on the plan), which shall be maintained by and at the sole expense of the Association, is designated "Open Space" under the Creekside Development Agreement.

Section 6. Developer Easements. The Developer reserved permanent nonexclusive easements for ingress and egress over the roads and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water retention areas, all of which easements shall be for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors or assigns. These easements shall run with the land in perpetuity. Developer has no financial obligations to support such easements.

## ARTICLE VIII

### AMENDMENTS

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

Section 1. Co-owner Approval. Amendments may be made and recorded by the Association upon being approved by the owners of a simple two-thirds (2/3) of the Units in the Condominium entitled to vote as of the record date for such vote, except as hereinafter provided.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgages (as defined in Section 90A(9) of the Act), such amendment shall require the consent of not less than two-thirds (2/3) of all 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.

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article VI hereof may not be modified without the consent of each affected Co-owner and mortgagee, A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 50 of the Act. Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Act.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Master Deed to be executed the day and year first above written.

MAPLE RIDGE CREEK VILLAGE CONDOMINIUM ASSOCIATION,  
a Michigan Nonprofit Corp.

BY: Patricia L. Magreta (VICE-PRESIDENT)  
Vice Patricia L. Magreta  
ITS: President

STATE OF MICHIGAN    )  
  )ss  
COUNTY OF OAKLAND    )

On this 28<sup>th</sup> day of September, 2004, the foregoing Amended and Restated Master Deed was acknowledged before me by PAT MAGRETA <sup>vice</sup> President of Maple Ridge Creek Village Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

Drafted by and when  
recorded return to:  
Mark F. Makower, Esq.  
38525 Woodward Ave., #200  
Bloomfield Hills, MI 48304  
BLOOMFIELD 47238-1 607733

Patricia Mangum  
  ), Notary Public  
Macomb County, MI  
My commission expires: 10/5/06

PATRICIA MANGUM  
NOTARY PUBLIC STATE OF MICHIGAN  
MACOMB COUNTY  
ACTING IN:  
Oakland  
MY COMMISSION EXP. OCT. 5, 2006