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GREENBROOKE PARKHOMES CONDOMINIUM

Oakland County Condominium Subdivision Plan No. 58

AMENDED AND RESTATED MASTER DEED

On this day of June, 2010, pursuant to the authority conferred by Act 59 of the 1978 Public Acts of Michigan, as amended, and by Article XV of the Amended and Restated Bylaws, which were attached to the Second Amendment to Master Deed recorded in Liber 12443, Pages 443 through 471, inclusive, Oakland County Records, and were designated to replace and supersede the Bylaws - I of the Condominium, being Exhibit "C" to the initial Master Deed, the Board of Directors of the Association hereby now amends and restates (i) the Master Deed, as amended, (ii) said Amended and Restated Bylaws, (iii) the Condominium Subdivision Plan, being Exhibit "B" to the initial Master Deed and (iv) the Schedule of Values, being Exhibit "D" to the initial Master Deed, in the manner provided below. The Condominium Legal Description, being Exhibit "A" to the Master Deed, as originally recorded, is unmodified hereby, set forth in Article II hereinbelow, and remains in full force and effect. This Amended and Restated Master Deed, Second Amended and Restated Bylaws attached hereto, the Replat Number 1 Oakland County Condominium Subdivision Plan No. 58 attached hereto, and the Amended and Restated Schedule of Values attached hereto, shall amend, supersede and replace said Master Deed, as heretofore amended.



GREENBROOKE PARKHOMES CONDOMINIUM

Oakland County Condominium Subdivision Plan No. 58

AMENDED AND RESTATED MASTER DEED

This Amended and Restated Master Deed is made and executed by Greenbrooke ParkHomes Condominium Association, a Michigan nonprofit corporation, whose address is 25185 Greenbrooke Drive, Southfield, MI 48034, hereinafter referred to as 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", and under the Horizontal Real Property Act (Act 229, Public Acts of 1963, as amended), hereinafter referred to as the "original Act".

OK-MH

24-20-326-000 ENT

WITNESSETH:

WHEREAS, the Association is organized to administer, operate, manage and maintain Greenbrooke ParkHomes Condominium, a condominium project consisting of Common Elements and ParkHomes numbered 1 – 175, inclusive, located in buildings numbered 1- 26, inclusive, pursuant to the Master Deed thereof, which was recorded in Liber 5819, Pages 788 through 851, inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 58 (hereinafter, the "Condominium"), as amended by Amendment to the Master Deed for Greenbrooke ParkHomes, recorded in Liber 5859, Pages 174-175, inclusive, Oakland County Records, and as further amended by the Second Amendment to Master Deed, recorded in Liber 12443, Pages 443-471, inclusive, Oakland County Records.

WHEREAS, the Association desires by recording this Amended and Restated Master Deed together with the Second Amended and Restated Bylaws attached hereto as Exhibit "A", the Replat Number 1 Oakland County Condominium Subdivision Plan No. 58 attached hereto as Exhibit "B" (which Replat Number 1 corrects the Unit styles for Units 8, 16, 23, 24, 30, 31, 46, 47, 54, 55, 63, 78, 81, 82, 89, 94, 95, 105, 112, 137, 139, 141, 142, 144, 145, 146, 147, 149, 150, 152, 153, 154, 155, 157, 158, 161, 163, 171, 173 and 175) to reflect as built styles and the Amended and Restated Schedule of Values attached hereto as Exhibit "C", to replace and supersede the Master Deed, as originally recorded and heretofore amended, the Condominium Subdivision Plan as attached to the initial Master Deed as Exhibit "B", as originally recorded, the Amended and Restated Bylaws, as attached to the Second Amendment to the Master Deed, and designated as the replacement for Exhibit "C" to the Master Deed, as originally recorded, and the Schedule of Values, as attached to the initial Master Deed as Exhibit "D", as originally recorded, in order to re-establish the real property described in Article Il below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium under the provisions of the original Act, upon the terms, covenants and conditions of the Condominium Documents, as defined below (all of which are hereby incorporated by reference and made a part hereof).

NOW, THEREFORE, the Association does, upon the recording hereof, confirm the establishment of Greenbrooke ParkHomes Condominium as a Condominium Project under the original Act and does re-declare that Greenbrooke ParkHomes (hereinafter referred to as the "Condominium", "Project", or the Condominium "Condominium Project") shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of both Acts, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Amended and Restated Master Deed, the Second Amended and Restated Bylaws attached hereto, the Replat Number 1 Oakland County Condominium Subdivision Plan No. 58 attached hereto and the Amended and Restated Schedule of Values attached hereto, each referenced herein above, all of which shall be deemed to 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, personal representatives and assigns. In furtherance of the re-establishment of the Condominium Project, it is provided as follows:

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ARTICLE I

The Condominium shall be known as Greenbrooke ParkHomes Condominium, Replat Number 1, Oakland County Condominium Subdivision Plan No. 58. The architectural plans for the Condominium were approved by, and filed with, the City of Southfield. The Condominium is established in accordance with the Act and the original Act. The buildings and ParkHomes contained in the Condominium, including the number, boundaries, dimensions and area of each ParkHome, are set forth completely in Replat Number 1, Oakland County Condominium Subdivision Plan No. 58. Each building contains individual ParkHomes for residential purposes and each ParkHome is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his ParkHome and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed.

ARTICLE II LEGAL DESCRIPTION

The land which is submitted to the Condominium as confirmed by this Amended and Restated Master Deed is particularly described as follows:

A parcel of land located in Section 20, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, more particularly described as follows: Commencing at the Southwest Corner of said Section 20, thence along the South section line South 89 degrees 56 minutes 42 seconds East 1362.00 feet; thence along the East line of "Hart Bros. McAlister Subdivision", as recorded in Liber 30, Page 28 of Plats, Oakland County Records, due North 60.00 feet to the Point of Beginning; thence continuing along said line due North 1282.98 feet; thence along the South line of "Lot 10 of Supervisor's Plat No. 1", as recorded in Liber 52, Pages 42 and 42A of Plats, Oakland County Records, South 89 degrees 18 minutes 05 seconds East 1576.53 feet; thence South 29 degrees 03 minutes 18 seconds West 704.50 feet; thence South 12 degrees 48 minutes 18 seconds West 49.17 feet; thence North 89 degrees 56 minutes 42 seconds West 500.00 feet; thence South 00 degrees 03 minutes 18 seconds West 230.00 feet; thence South 89 degrees 59 minutes 49 seconds West 441.97 feet; thence South 00 degrees 00 minutes 12 seconds East 370.70 feet; thence along the North right-of-way line of Ten Mile Road, North 89 degrees 56 minutes 42 seconds West 281.21 feet to the Point of Beginning. Containing 27.769 acres, more or less.

SUBJECT TO all covenants, easements and restrictions of record, if any, and all governmental limitations.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Amended and Restated Master Deed, said Second Amended and Restated Bylaws and said Replat Number 1 Oakland County Condominium Subdivision Plan No. 58, 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 Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Greenbrooke ParkHomes Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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- A. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- B. "Arbitration Association" means the American Arbitration Association or its successor.
- C. "Association" means Greenbrooke ParkHomes Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation 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 the laws of the State of Michigan.
 - D. "Board of Directors" or "Board" means the Association's Board of Directors.
- E. "Bylaws" or "Second Amended and Restated Bylaws" both mean and refer to Exhibit "A" hereto, being the Second Amended and Restated Bylaws, which set 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, and also constitute the Corporate Bylaws of the Association.
- F. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.
- G. "Condominium Documents" wherever used means and includes this Master Deed, the Bylaws, the Condominium Subdivision Plan and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.
- H. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging to Greenbrooke ParkHomes Condominium, as described above.
- I. "Condominium Project", "Condominium" or "Project" means Greenbrooke ParkHomes Condominium as a Condominium established in conformity with the provisions of the original Act.
- J. "Condominium Subdivision Plan", "Plan" or "Replat Number 1 of Oakland County Condominium Subdivision Plan No. 58" all mean the Condominium Subdivision Plan prepared by Spalding, DeDecker & Associates, Inc. and attached hereto as Exhibit "B". Those sheets listed on the Index of Sheets on the Title Page with an asterisk by such sheet have been amended and replace those sheets attached to the initial Master Deed as Exhibit "B". Those sheets listed under the Index of Sheets on the Title Page without an asterisk by such sheet are the same as those sheets attached to the initial Master Deed as Exhibit "B", and are being recorded for convenience and reference so there is one complete cohesive document.
- K. "Co-owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof who or which own one or more ParkHomes in the Condominium. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

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- L. "Original Act" means the Horizontal Real Property Act, being Act 229, Public Acts of 1963, as amended.
- M. "ParkHome", "Condominium Unit" or "Unit" mean the enclosed space constituting a single complete residential ParkHome in Greenbrooke ParkHomes Condominium, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.
- N. "Schedule of Values" or "Amended and Restated Schedules of Values" both mean and refer to Exhibit "C" hereto.

Other terms which may be utilized in the Condominium Documents and which are not defined herein above shall have the meanings as provided in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where 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

The Common Elements of the Condominium, and the respective responsibilities for their maintenance, decoration, repair or replacement, are as follows:

- A. The General Common Elements are:
- (1) The land and beneficial easements described in Article II hereof, including, streets, driveways, front sidewalks and parking spaces not identified as Limited Common Elements.
- (2) The pool and immediate pool area.
- (3) The electrical wiring transmission system throughout the Condominium, up to the point of connection with, but not including, each electrical meter serving a single ParkHome.
- (4) The telephone wiring transmission system throughout the Condominium, up to the point of connection with, but not including, each telephone service interface plate serving a single ParkHome.
- (5) The gas line distribution system, including all gas meters, throughout the Condominium, up to the point of connection with, but not including, any gas meter serving a single ParkHome.
- (6) The water distribution system throughout the Condominium, up to, but not including, the main water shut-off valve (point of feeder line connection) serving a single ParkHome.
- (7) The sanitary sewer transmission system throughout the Condominium, up

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to the point of entry to each ParkHome.

- (8) The storm drainage system throughout the Condominium.
- (9) Any cable television transmission system throughout the Condominium, up to the point of connection with, but not including, each cable television service interface serving a single ParkHome.
- (10) The foundations, exterior walls (excluding windows, storm windows, screens, entrance doors and doorwalls therein), chimneys, roofs, attic space, basement floors and uppermost ceilings of each ParkHome, as depicted or described in the Condominium Subdivision Plan.
- (11) The underground lawn irrigation system throughout the Condominium.
- (12) Facilities, if any, used by the Association for maintenance or repair.
- (13) Such other elements of the Condominium not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a ParkHome, and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium.

Some utility lines, systems (including mains and service leads) and equipment and the cable television system 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 and the cable television system shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Association makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

- B. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner(s) of the ParkHome(s) to which they are appurtenant. The Limited Common Elements are:
 - (1) Each carport depicted or designated as a Limited Common Element on the Condominium Subdivision Plan, and any light fixture(s), bulb(s) and switch(es) which serve same, are restricted in use to the Co-owner of the ParkHome to which the carport is appurtenant, as shown on the Condominium Subdivision Plan.
 - (2) Each front porch, rear porch and patio depicted or designated on the Condominium Subdivision Plan, including any porch or patio light fixture which serves the same, is appurtenant, and restricted in use, to the Coowner of the ParkHome which opens onto that porch or patio.
 - (3) Each Limited Common Element front, rear or side area depicted or designated on the Condominium Subdivision Plan as an appurtenance to a ParkHome, and any deck therein, is restricted in use to the Co-owner of the ParkHome.
 - (4) Each individual air-conditioner compressor and its associated wiring and lines, together with the cement pad on which the compressor is located, is restricted in use to the Co-owner of the ParkHome which such compressor services.

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- (5) The interior surfaces of exterior walls, the basement floors and the uppermost ceilings in each ParkHome shall be subject to the exclusive use and enjoyment of the Co-owner of such ParkHome.
- (6) All windows, storm windows, screens, doors, storm doors and doorwalls contained within each ParkHome shall be limited in use to the Co-owner of ParkHome in which such Limited Common Elements are appurtenant.
- (7) Any transmission line for gas, water, electricity, telephone, cable television, sanitary sewer or any other utility, which services only one ParkHome, whether or not such transmission line is located in a ParkHome or in a Common Element, shall be a Limited Common Element appurtenant to the ParkHome so serviced.
- (8) The sump pump or sump pumps located in each building shall service and be limited in use to all the ParkHomes contained within the building in which such sump pump or sump pumps are located.
- C. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows. Any Co-owner alteration, repair or replacement shall have the prior written approval of the Board of Directors in accordance with Article VI, Section 3 of the Bylaws.
 - (1) The responsibility for and costs to decorate, maintain, repair and replace all windows (including storm windows), doors (including storm doors and doorwalls) and screens which are contained within, or open into, a ParkHome, together with their associated trim and weather stripping, shall be borne by the Co-owner of such ParkHome. The style and color of each window, storm window, door, storm door, doorwall and screen described herein shall be subject to the prior express written approval of the Board of Directors of the Association, pursuant to the provisions of Article VI, Section 3 of the Bylaws (Exhibit "A" hereto).
 - (2) The responsibility for and costs to decorate, maintain, repair and replace all porch railings and porch light fixtures (including, without limitation, associated electrical outlets, switches, wiring and bulbs) which provide service to a porch which is appurtenant to a ParkHome shall be borne by the Co-owner of such ParkHome.
 - (3) The responsibility for and costs to decorate, maintain, repair and replace (i) the fence surrounding any patio area appurtenant to a ParkHome, (ii) all front porches and steps and (iii) all rear porches and steps shall be borne by the Association. The responsibility for and costs to decorate, maintain, repair and replace the gate which provides access to a patio area, all trees, shrubs and lawn located within the enclosed patio area and all light fixtures (including, without limitation, associated electrical outlets, switches, wiring and bulbs) which service the patio area shall be borne by the Co-owner of such ParkHome.
 - (4) The responsibility for and costs to decorate, maintain, repair and replace any deck or patio which is appurtenant to a ParkHome shall be borne by the Coowner of such ParkHome.

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- (5) The responsibility for and costs to maintain, repair and replace each air conditioner compressor serving any ParkHome, its associated wiring and lines and the concrete pad on which it is located shall be borne by the Coowner of such ParkHome.
- (6) The responsibility for and costs to maintain, repair and replace portions of the water distribution system which serve a single ParkHome and are located after the main water shut-off valve (feeder line to a specific ParkHome), including, without limitation, piping, washers, taps and fixtures, shall be borne by the Co-owner of the ParkHome.
- (7) The responsibility for and costs to maintain, repair and replace the Limited Common Elements described in Section B. (7), above, of this Article IV, and each individual mailbox and dryer vent, shall be borne by the Co-owner of the ParkHome served thereby.
- (8) The repair and replacement of Common Elements and personal property of the Association damaged by a Co-owner or by the agents, family or invitees of a Co-owner shall be the obligation of the Co-owner. Any such repair or replacement may be made by the Association and charged to the Co-owner.
- (9) The costs of decoration and maintenance (but not repair or replacement, the responsibilities for which are described in and governed by Article V and Article VI, Section 14 of the Bylaws) of all surfaces referenced in Article IV, B., (5) hereinabove shall be borne by the Co-owner of each ParkHome to which such Limited Common Elements are appurtenant. Notwithstanding anything in the Condominium Documents to the contrary, the costs of repair and replacement of any drywall damaged from the inside of the ParkHome shall be borne by the Co-owner of the ParkHome, unless covered by insurance held by the Association for the benefit of the Co-owner in which event the Co-owner shall bear responsibility for the deductible portion not covered.
- (10) The costs of maintenance, repair, and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.
- (11) All utility services measured through ParkHome meters shall be charged and billed in accordance with Article II, Section 7 of the Bylaws.
- (12) In the event a Co-owner shall not maintain, repair or replace those Common Elements for which the Co-owner is responsible as described above, the Association may maintain, repair or replace the same and charge the cost of any such maintenance, repair or replacement to that Co-owner by adding such cost to the monthly assessment of that Co-owner.

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ARTICLE V PARKHOME DESCRIPTION AND PERCENTAGE OF VALUE

- Each ParkHome in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of Greenbrooke ParkHomes Condominium as surveyed by Spalding, DeDecker & Associates, Inc., Registered Engineers, attached hereto as Exhibit "B". Each ParkHome includes all that space contained within certain horizontal planes designated and delimited by "X" and "Y" coordinate lines and certain vertical dimensions as shown in the Condominium Subdivision Plan, less any Common Elements contained therein. In determining dimensions, each ParkHome shall be measured from the interior finished, unpainted surfaces of the main walls and from the top surface of the basement concrete floor to the unpainted interior surface of the uppermost ceiling in the ParkHome. (In the case of a two-story ParkHome, the "uppermost ceiling" is the ceiling of the second floor.) Notwithstanding anything herein above to the contrary, although within the boundaries of a ParkHome for purposes of computation of square footage in the Condominium Subdivision Plan, the Co-owner of a ParkHome shall not own or tamper with any structural components contributing to the support of the building in which the ParkHome is located, including but not limited to support columns, nor with any pipes, wires, conduits, ducts, shafts or public utility lines situated within the building in which the ParkHome is located. Easements shall exist for the benefit of the Association for the existence, maintenance and repair of all such structural and utility components.
- B. The percentages of value assigned to the respective ParkHomes shall be as provided in the Schedule of Values. Also set forth in the Schedule of Values is the following information: (i) Each ParkHome number as it appears on the Condominium Subdivision Plan; and (ii) A description of each ParkHome by its architectural plan type designation, as depicted and described in the Condominium Subdivision Plan. The percentage of value assigned to each ParkHome shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100.

ARTICLE VI EASEMENTS AND RESTRICTIONS

A. <u>Easements for Maintenance of Encroachments, Access and Support.</u> In the event any portion of a ParkHome or Common Element encroaches upon another ParkHome or Common Element due to shifting, settling or moving of any land or improvement or due to survey errors, or any deviations from the plans in construction, reconstruction, repair, or replacement of any improvement, reciprocal easements for the benefit of Co-owners 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 for the benefit of the Co-owners and Association to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior ParkHome walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements for the benefit of the Co-owners and Association of support with respect to any ParkHome interior wall which supports a Common Element.

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- B. <u>Easements for Public Utilities</u>. Public utilities furnishing services to the Project, such as water, electricity, gas, telephone and cable television, shall have access to the Common Elements and the ParkHomes as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any building or ParkHome wall to install, repair or maintain a utility line servicing more than one ParkHome shall be an expense of administration to be assessed in accordance with the Bylaws.
- Association Easements for Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all ParkHomes and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to any common meters, sprinkler controls and valves, sump pumps, and other Common Elements located within any ParkHome or its appurtenant Limited Common Elements. The Association shall not be liable to the owner of any ParkHome 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 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; further, the lien for nonpayment 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 and foreclosure of the lien securing payment.
- Telecommunications Agreements and Security. The Association, acting D. 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, utility 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 and agreement for the provision of security services as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") to the Condominium or any Parkhome therein and security services to the extent the Board deems it necessary. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance. Any and all sums paid by any Telecommunications or any 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 within the

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meaning of the Act and shall be paid over to and shall be the property of the Association.

- E. <u>Prohibited Activities</u>. No Co-owner shall use his ParkHome or the Common Elements in any manner inconsistent with the purposes hereof or in any manner which will interfere with or impair the rights of another Co-owner in the use and enjoyment of his ParkHome or the Common Elements.
- F. 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, roadway construction or safety purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium and/or to dedicate any portion of the Common Elements to the public for such purposes.

ARTICLE VII AMENDMENT

This Amended and Restated Master Deed, the Condominium Subdivision Plan attached hereto as Exhibit "B" and the Schedule of Values attached hereto as Exhibit "C", may be amended only in conformance with the Act and in the following manner:

- A. Amendments to this Amended and Restated Master Deed may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more in number of the Co-owners or by an instrument in writing signed by them.
- B. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Second Amended and Restated Bylaws.
- C. No ParkHome dimension or its apputenant Limited Common Element may be modified without the consent of the Co-owner of such ParkHome.
- D. The method or formula utilized to determine the percentage of value assigned to any ParkHome for other than voting purposes shall not be modified without the written consent of the Co-owner and first mortgagee, except as provided in Article V, Section 9(d) of the Second Amended and Restated Bylaws.
- E. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-owners, in number and value, and as otherwise allowed by law.

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- F. Except as otherwise provided herein, this Amended and Restated Master Deed, the Condominium Subdivision Plan attached hereto as Exhibit "B" and the Schedule of Values attached hereto as Exhibit "C", may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) in number and in value of all Co-owners entitled to vote as of the record date for such votes.
- Notwithstanding any other provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only when and as required by the Act, as amended. Moreover, insofar as permitted by the Act, the Condominium Documents shall be construed to reserve to the Co-owners the right to amend this Amended and Restated Master Deed, the Condominium Subdivision Plan attached hereto as Exhibit "B", and the Schedule of Values attached hereto as Exhibit "C", without the consent of mortgagees, if the amendment does not materially alter or change the rights of mortgagees generally, or as may be otherwise described in the Act, notwithstanding that the subject matter of the amendment is one which in the absence of this sentence would require that mortgagees be afforded the opportunity to vote on the amendment. If, notwithstanding the preceding sentences, mortgagee approval of a proposed amendment is required by the Act, the amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of ParkHomes entitled to vote thereon. Mortgages are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.
- H. Any amendment to this Amended and Restated Master Deed, the Condominium Subdivision Plan or the Schedule of Values shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.
- I. A copy of each amendment to this Amended and Restated Master Deed, the Condominium Subdivision Plan attached hereto as Exhibit "B" or the Schedule of Values attached hereto as Exhibit "C", shall be furnished to every member of the Association after adoption; provided, however, that any such amendment that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

GREENBROOKE PARKHOMES CONDOMINIUM ASSOCIATION, a Michigan Nonprofit Corporation

Sathus Hall Lathus Hall

Its: President

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STATE OF MICHIGAN

/ss

COUNTY OF OAKLAND

On the 2\sum_1 day of June 2010, the foregoing Amended and Restated Master Deed was acknowledged before me, a notary public, by Lathus Hall, the President of Greenbrooke ParkHomes Condominium Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

M. Katherine Michael, Notary Oakland County, Notary Public, Acting in Oakland County, Michigan My Commission Expires: 11/6/2013

DRAFTED BY AND WHEN RECORDED RETURN TO: Robert M. Meisner (P17600) MEISNER & ASSOCIATES, P.C. 30200 Telegraph Road, Ste. 467 Bingham Farms, MI 48025-4506 (248) 644-4433

N:\Data\Clients' MAIN Directories\Greenbrooke\Amendments\Final Docs to record\Amended and Restated Master Deed.wpd