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EXAMINED AND APPROVED  
DATE MAR 01 2023  
BY EMA NJC  
MICHAEL R. COLLIN  
PLAT ENGINEER

AMENDED AND RESTATED MASTER DEED  
WOODSIDE VILLAGE CONDOMINIUM

This Amended and Restated Master Deed of Woodside Village Condominium is made and executed this 9th day of February 2023, by Woodside Village Condominium Association ("Association"), a Michigan nonprofit corporation, whose address is c/o Herriman & Associates, Inc., 41486 Wilcox Rd., Plymouth, MI 48170.

WHEREAS, the Condominium's Developer, Woodside Associates, a Michigan co-partnership, established the real property described in Article II below, together with the improvements located thereon and the appurtenances thereto, as a residential Condominium Project under the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) by the recording of a Master Deed, Condominium Bylaws (attached thereto as Exhibit "A") and Condominium Subdivision Plans (attached thereto as Exhibit "B") on September 5, 1991, in Liber 25310, Pages 443 through 522, Wayne County Records; as amended by a First Amendment to Master Deed recorded on March 3, 1992 in Liber 25606, pages 099 through 100, Wayne County Records; as amended by a Second Amendment to Master Deed recorded on March 31, 1994 in Liber 27272, pages 674 through 685, Wayne County Records; as amended by a Third Amendment to Master Deed recorded on October 12, 1994 in Liber 27660, pages 363 through 370, Wayne County Records; as amended by a Fourth Amendment to Master Deed recorded May 30, 1995 in Liber 28061, pages 257 through 264, Wayne County Records; as amended by a Fifth Amendment to Master Deed recorded on October 19, 1995 in Liber 28344, Pages 200 through 207, Wayne County Records, all of which are replaced and superseded hereby (except for the Condominium Subdivision Plans attached to the original Master Deed as Exhibit "B", as amended, which are hereby incorporated by reference).

WHEREAS, the Association desires to amend its governing documents by the recording of this Amended and Restated Master Deed, together with the Amended and Restated Condominium Bylaws attached hereto as Exhibit "A," which are hereby incorporated by reference;

WHEREAS, this Amended and Restated 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, as amended (except for the Exhibit "B" drawings that were attached to the Master Deed, as amended, which shall remain in full force and effect);

Wayne County Treasurer

03 MAR 23 [Signature]

WHEREAS, this Amended and Restated Master Deed and the Amended and Restated Condominium Bylaws were duly adopted and approved by 66 and 2/3% of the membership on June 29, 2022, and by 66 and 2/3% of the first mortgagees on December 29, 2022, in accordance with the requirements of MCL 559.190 and MCL 559.190a of the Act;

NOW THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of Woodside Village Condominium as a Condominium Project (hereinafter referred to as the "Condominium," the "Project," or the "Condominium Project") under the Act, and hereby does declare that the Condominium 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 Amended and Restated Master Deed and the Exhibit "A" hereto, and the Exhibit "B" drawings that were attached to the Master Deed recorded on September 5, 1991, in Liber 25310, Pages 443 through 522, Wayne County Records, as amended, which are hereby incorporated by reference into this Master Deed, all of which shall be deemed to bind and run with the land and shall continue to be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

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

## **ARTICLE I**

### **TITLE AND NATURE**

The Condominium Project shall be known as WOODSIDE VILLAGE CONDOMINIUM, Wayne County Condominium Subdivision Plan No. 308. The Condominium Project is established in accordance with the Act. The Condominium Project consists of one hundred fifteen (115) Units, all of which are detached single-Unit building sites intended for separate ownership and use.

The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" to the Master Deed recorded on September 5, 1991, in Liber 25310, Pages 443 through 522, Wayne County Records, as amended. Each Unit is established for residential purposes only and is capable of individual utilization on account of having its own entrance from and exit to a Common Element (defined below) of 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.

## **ARTICLE II**

### **LEGAL DESCRIPTION**

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

Part of Section 13, T.1S., R.8E., Northville Twp., Wayne County, Michigan, being described as: Commencing at the E. ¼ corner of said Section 13; thence N.00°12'47" E., 264.04 feet along the Easterly line of said Section 13; thence N. 88°07'27" W., 325.58 feet; thence N. 87°29'56" W., 259.14 feet to the point of beginning; thence S.02°30'56" W., 207.30 feet; thence N.87°43'36" W., 169.83 feet; thence S.02°35'52" W., 146.55 feet; thence S. 86°43'01" E., 169.39 feet; thence along the Westerly right-of-way line of Haggerty Road, S.30°02'59" W., 1078.73 feet; thence S. 88°39'38" W., 1463.42 feet to a point on the North-South ¼ line of said Section 13; thence along said North-South ¼ line N. 00°23'56" W., 294.31 feet; thence S.89°36'41" W., 528.87 feet; thence N. 00°29'37" W., 889.03 feet to a point on the East-West ¼ line of Section 13, T. 1S., R.8E., thence along said East-West ¼ line N. 87°15'13" W., 130.19 feet; thence N. 00°12'19" E., 255.83 feet; thence S. 87°29'56" E., 2689.78 feet to the point of beginning.

Containing 70.339 acres, together with and subject to:

- (a) all easements and restrictions of record and all governmental limitations, and
- (b) a Planned Residential Unit Development Agreement dated May 15, 1990 recorded at Liber 24810, Page 793, Wayne County Records, as the same may be amended from time to time and further subject to the rights of the public in any public right-of-way.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments including but not limited to, the Amended and Restated Articles of Incorporation, Condominium Bylaws and rules and regulations of the Woodside Village Condominium Association, a Michigan non-profit corporation, and in deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Condominium Project.

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

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

**Section 2. Architectural Control Committee.** The "Architectural Control Committee" ("ACC") shall mean the standing committee that is appointed by the Board of Directors to review the proposed construction, reconstruction or installation of any Dwelling, building, structure, or any other improvement to a Unit or to the Common Elements, as set forth in the Condominium Documents.

The ACC shall also have the authority to review and approve (or deny) any proposed modifications or alterations to the exterior of any Unit, Dwelling, garage, building, structure or other improvement. The purposes, authority, standards, and all other relevant provisions regarding the ACC shall be as they are set forth in further detail in the Condominium Bylaws, and in any rules, regulations, and/or policies issued pursuant thereto by the Board and the ACC.

**Section 3. Association.** "Association" means Woodside Village Condominium Association, the non-profit 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 exclusively by its Board of Directors unless specifically reserved to its members by the Condominium Documents (defined below) or the laws of the State of Michigan.

**Section 4. 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 5. Board of Directors.** The "Board of Directors" or "Board" means the Board of Directors of the Woodside Village Condominium Association.

**Section 6. Common Elements.** "Common Elements," where used without modification, shall mean the General Common Elements described in Article IV hereof.

**Section 7. Condominium Bylaws.** "Condominium Bylaws" means Exhibit "A" hereto, being the Amended and Restated Condominium 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 prior amendments made thereto. These Condominium Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

**Section 8. Condominium Documents.** "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B," the Articles of Incorporation, and rules and regulations, if any, of the Association, as these documents may be amended from time to time.

**Section 9. Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to Woodside Village Condominium, as described above.

**Section 10. Condominium Project, Condominium, Woodside Village, or Project.** "Condominium Project," "Condominium," "Woodside Village," or "Project" means Woodside Village Condominium as a Condominium Project established in conformity with the provisions of the Act.

**Section 11. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means the Exhibit "B" drawings recorded on September 5, 1991, in Liber 25310, Pages 443 through 522, Wayne County Records, including all subsequent amendments made to the Exhibit "B" drawings since the recording of the original Master Deed on September 5, 1991.

**Section 12. Co-owner or Owner.** "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 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.

**Section 13. Default or 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, or in noncompliance with, or in breach of the Condominium Documents or any legal duty otherwise owed by the person to the Association or to other Co-owners.

**Section 14. Developer.** "Developer" means Woodside Associates, a Michigan co-partnership, which drafted and executed the Condominium's original Master Deed recorded on September 5, 1991, in Liber 25310, Pages 443 through 522, Wayne County Records.

**Section 15. Dwelling.** "Dwelling" means the private residential home constructed on each Owner's Unit and all structures and improvements appurtenant thereto.

**Section 16. Electronic Transmission or 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 17. General Common Elements.** "General Common Elements" means the Common Elements other than the Limited Common Elements.

**Section 18. Good Standing.** A Co-owner in "Good Standing" means a Unit owner whose assessments 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.

**Section 19. Mortgagee.** "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium, Condominium Unit or Dwelling.

**Section 20. 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, trustee, 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 21. 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 22. 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 23. Proper Purpose.** "Proper Purpose" means a purpose that is reasonably related to a person's interest as a member of the Condominium, as that term is further defined in the common law of Michigan and the Nonprofit Corporation Act.

**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, Dwelling or the Condominium subject to applicable provisions of the Condominium Act.

**Section 25. Resident Owner.** The term "Resident Owner" means a Co-owner who maintains a Unit within the Condominium as their primary residence.

**Section 26. Right to Inspect.** "Right to Inspect" includes the right to copy and make extracts from the records of the Association and, if reasonable, the right to 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 Association may require a member to pay a reasonable charge for copies of the documents provided to a member.

**Section 27. 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. These terms shall also include any Non-Co-owner Occupant who might be renting or leasing a Unit (as those terms are defined herein) even if the rental or lease agreement is not directly with a Co-owner of the Unit but with a third party that was permitted or authorized the lease or rent the Unit by the Co-owner.

**Section 28. Township.** "Township" means the Township of Northville, a Michigan municipal corporation, located in Wayne County, Michigan.

**Section 29. Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean the space constituting a single complete residential Unit in the Condominium Project, as such space may be described on Exhibit "B," and shall have the same meaning as the term "Condominium Unit" defined in the Act.

Unless otherwise stated, a Unit shall not include any Dwelling or other improvements constructed by or on behalf of the Co-Owner within the perimeter of the Unit. All structures and improvements now or hereafter located within the boundaries of a Unit, including utility service leads and lines (to the extent not owned by the utility or the company providing services), but excluding utility mains and storm sewer, sanitary sewer and water main lines, shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

**Section 30. 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 Project shown on the Condominium Subdivision Plan, Exhibit "B," and the respective responsibilities of the Association and the 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 and beneficial easements described in Article II hereof, other than that portion thereof identified as Units. This includes all sidewalks located within the Project's General Common Elements.

(b) **Roads.** All roadways, drives and parking areas within the Project, except roadways, drives and parking areas located within the Units.

(c) **Electrical.** The electrical transmission service, including primary and secondary service lines intended to service residences constructed within the Units up to the point of lateral service connection for each Unit.

(d) **Telephone.** The telephone wiring network throughout the Project up to the point of lateral service connection for each Unit in the Project.

(e) **Gas.** The gas line network throughout the Project up to the point of lateral service connection for each Unit.

(f) **Sanitary Sewer.** The sanitary sewer network throughout the Project up to the point of lateral service connection for each Unit.

(g) **Storm Sewers.** The storm sewer network (including retention and detention ponds) throughout the Project, and the easements within which the same are located throughout the Project.

(h) **Water.** The water distribution system throughout the Project up to the point of lateral service connection for each Unit and the irrigation system, if any, for the common areas.

(i) **Telecommunications.** The telecommunications and cable television systems, if and when they may be installed, up to the point of lateral service connection for each Unit.

(j) **Site Lighting.** The site lighting, including all wiring, fixtures, posts and meters throughout the Project, if any, except any lighting within the Units.

(k) **Landscaping.** All landscaping, berms, trees, plantings and signage for the Project within the Condominium Project, except any landscaping, trees and plantings within the Units.

(l) **Utilities.** Notwithstanding the foregoing to the contrary, to the extent that some or all of the utility, telecommunications and cable television systems and lines, including mains and equipment described above, may be owned by the local public authority or by a company that is providing the service, such utility, telecommunications and cable television mains, lines and systems shall be General Common Elements only to the extent of the Co-owners' interest therein, if any.

(m) **Units 89 and 90.** The Units formerly designated as "Unit 89" and "Unit 90" are no longer "Units" of the Condominium. Per amendments made to the original Master Deed and Condominium Subdivision Plan for the Condominium and other conveyances of title recorded prior to the recording of this Amended and Restated Master Deed, Unit 89 is no longer a "Unit" but is part of the Condominium's General Common Elements. Unit 90 is now part of Unit 39.

(n) **Fountains.** All fountains located within any of the Condominium's ponds shall be part of the General Common Elements.

(o) **Street Signs.** All street signs located throughout the Condominium shall be part of the General Common Elements.

(p) **Mailboxes.** Any and all mailboxes and mailbox stands located through the project shall be part of the General Common Elements regardless of whether they might be located within any particular Unit or upon any General Common Element land.

(q) **Other.** Such other elements of the Project not herein designated as General 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.

**Section 2. Limited Common Elements.** Limited Common Elements are those portions of the Common Elements reserved for the exclusive use and enjoyment of one or more but not all Co-owners. There are no Limited Common Elements in the Condominium.

**Section 3. Maintenance, Decoration, Repair and Replacement Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Units, Common Elements of the Project, and for the Dwellings and improvements constructed within Units are as follows:

(a) **Co-owner Responsibilities.**



(i) **Units and Dwellings.** Separate residential Dwellings have been constructed within the Units depicted on Exhibit "B" together with various structures appurtenant to such Dwellings.

Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of any Dwelling and structure appurtenant to each Dwelling shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of the Dwellings and improvements within Units, to the extent visible from any other Unit or Common Element in the Project, shall be subject at all times to the reasonable aesthetic and maintenance standards prescribed in the Condominium Documents, as well as in any rules and/or regulations as might be duly adopted by the Board or by the ACC in accordance with the Condominium Documents.

To the extent that any woodlands or wetlands easements or retention or detention area easements lie within Units, no one other than the Co-owner of the Unit shall be permitted to use and occupy such easement areas, except that duly authorized representatives of the Association shall be permitted access in fulfillment of requirements imposed upon the Association by law for purposes of maintaining such easement areas.

(ii) **Utility Services.** Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of utilities by laterals from the mains to any Dwellings, structures, or fixtures located within the Units. All costs of electricity, water, sanitary sewer, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit and Dwelling to which those services are furnished.

All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit and Dwelling they service, except to the extent that expenses are borne by a utility company or a public authority, and the Association shall have no responsibility therefor.

(iii) **Lawn Maintenance.** The cost of maintenance, repair and replacement of each individual lawn and all landscaping within a Unit shall be borne by the Co-owner of the Unit of which such lawn is a part.

(b) **Association Responsibilities.** The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Condominium Bylaws expressly to the contrary.

The Association shall not be responsible, in the first instance, for performing any maintenance, decoration, repair or replacement with respect to Dwellings and their appurtenant structures, or any other improvements located within the Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to Dwellings constructed within any Unit boundaries as it may deem appropriate to maintain the quality and character of the Condominium. Nothing herein contained, however, shall compel the Association to undertake such responsibilities.

Any responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Condominium Bylaws.

The Association's Board of Directors and/or the ACC may adopt reasonable rules and regulations applicable to the exercise of their discretion to maintain, repair and replace the exteriors of Units, Dwellings, improvements and Limited Common Elements under this Section.

**Section 4. Use of Units, Dwellings 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, Dwelling or the Common Elements. No Common Element shall be the subject of any action for partition unless the Project is terminated.

**Section 5. Utility Systems and Roads.** In the event that, in the future, it shall be required by a public authority or public authorities or by a majority of Co-owners to install additional or extended public sewer and/or public water mains to serve the Units in the Condominium, then the collective costs assessable to the Condominium Project of installing any such additional or extended mains shall be borne equally by all Co-owners.

Notwithstanding anything to the contrary contained herein, upon approval by an affirmative vote of not less than seventy percent (70%) of all Co-owners, the Association shall have 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. All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of 1978 PA 59, as amended (MCL 559.231).

**Section 6. Township's Right to Cure Deficiencies in Maintenance, Repair and Replacement.** In the event the Association fails to provide adequate maintenance, repair or replacement of the common lands, wooded areas, passive recreation areas and roadways of the Project, the Township of Northville may serve written notice of such failure upon the Association. Such notice shall set forth the deficiencies demanded by the Township to be cured and state a reasonable period of time within which such deficiencies are to be cured, which shall not be less than 20 days.

If such deficiencies are not cured or satisfied if capable of cure within the cure period, or if not capable of cure within the cure period if the Association does not commence the cure within the cure period and complete such cure with due diligence, the Township may undertake such maintenance, repair or replacement and the cost thereof may be assessed against the Association and, if not paid, against the Co-owners equally, in the same manner as assessments are levied by the Association on its members. If such assessments are not paid, they shall become a lien on the Unit(s) of the members who fail to pay.

**Section 7. Co-owner Negligence or Fault.** If the Association's Board determines, in its sole discretion, that maintenance, repair, decoration or replacement of a Unit or Dwelling is

required as a result of the failure or refusal of a Co-owner to perform their responsibility as set forth in Section 3 (a) above, or as a result of the action or inaction, negligence, fault or improper conduct of a Co-owner, or from the Co-owner's failure to comply with the Condominium Documents, then the Association shall have the right, but not the obligation, to perform the required work on the Unit or Dwelling.

The cost of any such maintenance, repair, decoration or replacement performed by the Association shall be the responsibility of the Co-owner of the Unit and Dwelling in question and shall be added to, and paid in full along with and as part of, the Co-owner's next monthly Association assessment. Failure of the Co-owner to pay the charges incurred by the Association and assessed to the Co-owner's account shall entitle the Association to proceed with any and all remedies for a Co-owner's non-payment of assessments as are set forth in Articles II, XVIII and any other relevant provisions of the Condominium Bylaws.

**Section 8. Co-owner Additions and Modifications.** Co-owner improvements, additions, or modifications to a Unit or Dwelling, even though approved by the Association's ACC 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.

**Section 9. 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

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1. Description of Units.** Each Unit in the Condominium Project is described in this Section with reference to the Condominium Subdivision Plan of WOODSIDE VILLAGE CONDOMINIUM as prepared by George F. Dely, Registered Land Surveyor, as shown in Exhibit "B," as amended. Each Unit shall consist of the space located within the Unit boundaries as shown on Exhibit "B" and delineated with heavy outlines. The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Easements for the maintenance of structures that encroach on Common Elements have been reserved in Article VII below.

**Section 2. Percentage of Value.** The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The resulting percentages shall total precisely 100%.

The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of the administration and the value of each Co-owner's vote at meetings of the Association.

The method or formula used to determine the percentage of value allocated to each Unit for other than voting purposes may be modified only with the prior written approval of each affected Co-owner and mortgagee, except as provided in Article VI hereof.

Notwithstanding anything to the contrary set forth herein, the calculation of Percentages of Value and the allocation of various responsibilities and ownership rights shall be on the basis of one hundred fifteen (115) Units even though the Condominium Subdivision Plan, as amended, shows that the Condominium consists of one hundred seventeen (117) Units, since the former Units 89 and 90 are unbuildable due to wetlands restrictions and no longer constitute separate "Units" of the Condominium.

## ARTICLE VI

### CONSOLIDATION AND MODIFICATION OF UNITS

Notwithstanding any other provision of this Master Deed or the Condominium Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article; any changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Subject to applicable governmental approval, Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association in accordance with Section 48 of the Act. Upon receipt of the request, the President of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to this Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of resulting amendments. Any relocation or elimination of boundaries shall not become effective, however, until the amendment to this Master Deed has been recorded in the office of the Wayne County Register of Deeds and until all applicable governmental approvals have been obtained.

## ARTICLE VII

### EASEMENTS

**Section 1. Easement for Utilities and Maintenance of Encroachments.** There shall be easements to, through and over the land in the Condominium (including all Units) for the continuing maintenance, repair, replacement and enlargement of any utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time.

In the event any portion of structure located within a Unit encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, construction deviations, or change in ground elevations, reciprocal easements shall exist for the maintenance of any encroachment for so long as the encroachment exists, and for maintenance thereof after rebuilding in the event of destruction.

**Section 2. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors, shall be empowered and obligated to grant any easements,

licenses, rights-of-entry and rights-of-way over, under and across the Condominium or with respect to easements across other land benefitting the Condominium Project for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted or burdened thereby.

**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 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; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any Dwelling or garage located within a Unit. The Association shall not be liable to the Owner of any Unit and Dwelling 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 that 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.

While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the Dwelling and all other appurtenances and improvements constructed or otherwise located within their Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the Dwelling and all other appurtenances and improvements constructed or located within their Unit in a proper manner and in accordance with the standards set forth in Condominium Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed or the Condominium Bylaws, to properly and adequately maintain, decorate, repair, replace or otherwise keep their Unit, Dwelling or any improvements or appurtenances located therein, 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 to so maintain, decorate, repair or replace the Unit, Dwelling, and appurtenances, all at the expense of the Co-owner of the Unit.

Failure of the Association to take any 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 paid in full along with and as part of their assessment next falling due. 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 the imposition of fines.

**Section 4. Access for Repairs.** No Co-owner shall, in any way, restrict access to any of the common utilities or utility distribution systems, or any other Common Elements that must be accessible to service any Dwellings. Should access to any of these facilities be required, the Association may remove any coverings or attachments that restrict such access. There shall be easements to, through, and over those portions of the land, structures, Dwellings, buildings,

improvements, and interior walls as may be reasonable for the installation, maintenance and repair of all utilities necessary to the Condominium Project.

**Section 5. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors, shall have the power to grant such easements, licenses, and other rights or entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit or Dwelling therein.

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 company 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 6. Landscaping Easements.** Easements are hereby reserved over the area in each Unit in the Condominium not constituting part of the building envelope as depicted on the Condominium Subdivision Plan for the benefit of the Association for the purpose of preserving, planting, transplanting and removing trees.

**Section 7. Reciprocal Easements, Covenants and Restrictions.** This Master Deed is subject to the Planned Residential Unit Development Agreement, as may be amended from time to time, referred to in Article II hereof. Similarly, this Master Deed is subject to the Declaration of Reciprocal Easements, Covenants and Restrictions described herein.

**Section 8. Conveyance to Association.** As stated previously, the former Units 89 and 90 were unbuildable due to wetlands restrictions. Developer conveyed Unit 89 to the Association, at which point it became part of the General Common Elements and the Association is responsible for maintenance, repair, and replacement for Unit 89 including, but not limited to, lawn mowing, snow removal and tree trimming. All costs for such maintenance, repair and replacement shall be borne by the Association and collected from the members in accordance with the assessment procedures established under Article II of the Condominium Bylaws.

**Section 9. 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, as amended. The Association reserves all easements granted by the Act without restriction of any kind.

**Section 10. 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 effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

## ARTICLE VIII

### AMENDMENT

This Master Deed, Condominium Bylaws and the Condominium Subdivision Plan may be amended by an affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the Co-owners who are entitled to vote, except as set forth below:

**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 affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the Co-owners who are entitled to vote as of the record date for such vote. Amendments to this Master Deed shall be further governed by the rules and procedures 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 and without the consent of any Co-owner or any other person) amend this Master Deed, the Bylaws attached as Exhibit "A" hereto, and the plans attached as Exhibit "B" to the Master Deed as long as the amendments do not materially affect any rights of the Co-owners in the Condominium 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;
- (d) to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal government or the State of Michigan; or
- (e) to reflect and permit changes in technology related to building materials or standards which otherwise would not noticeably alter the appearance, color or style of Condominium Units, Dwellings, improvements or the Common Elements.

**Section 3. Modification of Units and Percentage 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 for other than voting purposes 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 may not be modified without the Co-owner's consent, subject to Article VI and any other applicable provisions of this Master Deed.

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

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

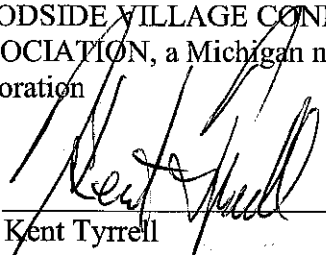
**Section 4. Mortgagee Consent.** Whenever a proposed amendment requires a vote of the first mortgagees under Section 90a (9) of the Act, such amendment shall require the consent of not less than two-thirds (2/3) of all first mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited and tabulated in accordance with Section 90a of the Act.

**Section 5. No Amendment.** Notwithstanding anything to the contrary contained herein, the Association shall not, without the prior written consent of the Township of Northville, amend any provision of the Condominium Documents which amendment shall have the effect of negating, reducing or impairing the right of the Township of Northville to repair, maintain or replace any deficient Common Elements pursuant to terms contained in

- (a) the Planned Residential Unit Development Agreement described in Article II, or
- (b) the Condominium Documents.

WOODSIDE VILLAGE CONDOMINIUM  
ASSOCIATION, a Michigan nonprofit  
corporation

Executed: Feb 9, 2023

By:   
Kent Tyrrell  
Its: President

(signatures continued on next page)



