

**AMENDED AND RESTATED MASTER DEED OF
POINTS WEST
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)
ANTRIM COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 21**

This Amended and Restated Master Deed of Points West ("Amended and Restated Master Deed") is made and executed this 6th day of August, 2021, by Points West Association, a Michigan nonprofit corporation (the "Association"), in accordance with the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Condominium Act").

The Association desires by recording this Amended and Restated Master Deed to reaffirm the establishment of the real property described in Article II of this Amended and Restated Master Deed, together with all the improvements now located upon or appurtenant to the real property, as a residential condominium project under the Condominium Act. The Master Deed for Points West, recorded in Liber 284, Page 727 et seq., and the First Amendment recorded in Liber 285, Page 85 et seq., and the Second Amendment recorded in Liber 285, Page 734 et seq., and the Third Amendment recorded in Liber 293, Page 53 et seq., and the Fourth Amendment recorded in Liber 294, Page 1087 et seq., and the Fifth Amendment recorded in Liber 308, Page 669 et seq., and the Sixth Amendment recorded in Liber 310, Page 906 et seq., and the Seventh Amendment recorded in Liber 312, Page 1133 et seq., and the Eighth Amendment recorded in Liber 322, Page 1128 et seq., and the Ninth Amendment recorded in Liber 799, Page 1278 et seq., Antrim County Records, as well as the unrecorded Association Bylaws, are superseded by this Amended and Restated Master Deed (except for the Condominium Subdivision Plan (defined in Article II below) attached to the original Master Deed as Exhibit B and as subsequently amended).

The Association, upon the recording of this Amended and Restated Master Deed, reaffirms the establishment of Points West as a Condominium under the Condominium Act and declares that Points West (the "Condominium") shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Master Deed and Exhibits A and B applicable to this Amended and Restated Master Deed, all of which run with the real property described in Article II of this Amended and Restated Master Deed and are a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the Condominium's establishment, it is provided as follows:

**ARTICLE I
TITLE AND NATURE**

Section 1. Condominium Name and Subdivision Plan Number. The Condominium is known as Points West, Antrim County Condominium Subdivision Plan No. 21. The Condominium is established in accordance with the Condominium Act.

Section 2. Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit, are set forth in the Condominium Subdivision Plan. Each Unit is capable of individual utilization because it has access to a Common Element. Each Co-owner has an exclusive right to their Unit and has an undivided and inseparable rights to share with the other Co-owners the Common Elements designated by this Amended and Restated Master Deed.

Section 3. Voting. Co-owners have voting rights in Points West Association as set forth in this Amended and Restated Master Deed, in the Amended and Restated Bylaws, and in the Association's Restated Articles of Incorporation.

ARTICLE II LEGAL DESCRIPTION

The land that comprises the Condominium covered by this Amended and Restated Master Deed, which is located in the Township of Kearney, Antrim County, Michigan, is particularly described as follows:

Commencing at the East ¼ corner of Section 31, Town 30 North, range 7 West; thence South 01 deg 32'40" West along the East line of said section 755.95 feet; thence South 69 deg 24'30" West 204.21 feet to the point of beginning of this description; thence South 69 deg 24'30" West 105.0 feet; thence South 18 deg 00' East 423.76 feet; thence South 16 deg 25'55" East 189.18 feet; thence South 25 deg 54'25" west 141.62 feet; thence South 46 deg 30' East 260.00 feet; thence North 36 deg 46'20" East 217.26 feet; thence North 21 deg 58'13" East 201.36 feet; thence North 34 deg 28'21" West 165.0 feet; thence North 33 deg 33'08" West 96.85 feet; thence North 37 deg 46' West 443.08 feet to the point of beginning; being a part of Section 31 and 32, Town 30 North, Range 7 West.

Together with an easement granted by Shanty Creek Five Star Associates Limited Partnership dated December 10, 1987 and recorded in Liber 322, Page 1042, Antrim County Records, and easement grant by The Legend Association, a Michigan Non-profit Corporation dated December 10, 1987 and recorded in Liber 322, Page 1043 and a Grant of Easement for Parking, Ingress and Egress and Utilities recorded in Liber 293, Page 1154 et seq., and amended in Liber 295, Page 0673 et seq., and an Agreement for Non-Exclusive Easement recorded in Liber 323, Page 0279 et seq.

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 Points West Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in Points West. Wherever used in these documents or any other pertinent instruments, the terms set forth below are defined as follows:

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

B. “Amended and Restated Bylaws” or “Bylaws” means Exhibit A attached to this Amended and Restated Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Co-owners. The Amended and Restated Bylaws also constitute the Association's corporate bylaws under the Michigan Nonprofit Corporation Act.

C. “Amended and Restated Master Deed” means this document, and to which the Amended and Restated Bylaws are attached as Exhibit A, and the Condominium Subdivision Plan is made applicable as Exhibit B (as attached to the original Master Deed and as subsequently amended).

D. “Association” means Points West Association, a nonprofit corporation organized under Michigan law of which all Co-owners are members. The Association shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents (defined below). Any action required of or permitted to the Association is exercisable by its Board of Directors unless specifically reserved to the Co-owners by the Condominium Documents or Michigan law.

E. “Common Elements” where used without modification means both the General and Limited Common Elements described in Article IV of this Amended and Restated Master Deed and does not refer to Units.

F. “Condominium Documents” means and includes this Amended and Restated Master Deed, the Amended and Restated Bylaws, the Condominium Subdivision Plan, the Association's Articles of Incorporation, and the Association’s rules and regulations, as amended.

G. “Condominium” means Points West as a Condominium established in conformity with the Condominium Act, and includes without limitation the land, buildings, structures and other improvements located on the property described in Article II of this Amended and Restated Master Deed and all easements, rights and appurtenances belonging to the Condominium.

H. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B and as subsequently amended, which is incorporated and made applicable by reference.

I. "Co-owner" means an individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination of the foregoing who or which owns one or more Units. Both land contract vendees and vendors are considered Co-owners and are jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Condominium Act.

J. "Developer" refers to Apfel-Rowe, a Michigan Co-partnership, which made and executed the original Master Deed.

K. "Electronic transmission" means transmission by any method authorized by the person receiving the transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained and that may directly reproduce in paper through an automated process.

L. "Good standing" means a Co-owner who is current in all financial obligations owing to the Association.

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

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

O. "Unit" means a single Unit in Points West, as described in Article VI of this Amended and Restated Master Deed and on the Condominium Subdivision Plan and shall have the same meaning as the term "Condominium Unit" as defined in the Condominium Act.

Section 2. Number and Gender of Words. Whenever any reference is made to one gender, the same shall include a reference to all genders where the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

Section 1. Common Elements. The Common Elements are described in the Condominium Subdivision Plan and as follows:

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

(1) Land. The land, landscaping installed by the Association or Developer, and beneficial easements described in Article II of this Amended and Restated Master Deed,

including roads and parking spaces, all to the extent not designated as Limited Common Elements (except that the parking areas designated as Limited Common Elements in the Sixth Amendment to the Master Deed were never constructed by the Developer and do not exist). The Association reserves the right to assign General Common Element parking spaces to individual Units on an equitable basis;

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

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

(4) Telephone. The telephone wiring network throughout the Condominium up to the point of entry to each Unit;

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

(6) Water and Waste Disposal. The water and waste disposal system (including septic tank and drainage field) throughout the Condominium up to the point of entry to each Unit;

(7) Construction. Foundations, supporting columns, Unit perimeter walls (including windows, doors and door-walls therein but not including the interior surfaces of said windows, doors and door-walls), roofs, skylights, ceilings, floor construction between Unit levels, attics, Developer-installed insulation, and chimneys;

(8) Landscaping Stairs. Stone steps located within the landscaping adjacent to Buildings 4/5 and 7;

(9) Garage Construction. Garage perimeter walls, roofs and floors;

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

(11) Common Lighting. Common lighting throughout the Condominium, including the outdoor light posts and connected lamps;

(12) Crawl Spaces. The crawl spaces beneath certain buildings in the Condominium; and

(13) Other. All other elements and improvements contained within or appurtenant to the Condominium, which are not designated as General or Limited Common

Elements, which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above ("utility systems") may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility systems are General Common Elements only to the extent of the Co-owners' interest in the utility systems, if any.

Some or all of the utility systems service single buildings containing more than one Unit. Accordingly, and where necessary or applicable, there are easements for that Common Element through each Unit to enable the utility systems to appropriately serve each of the Units in the subject building.

B. Limited Common Elements. Limited Common Elements are subject to the exclusive use and enjoyment of the Co-owner of the Unit to which the Limited Common Elements serve. The Limited Common Elements follow:

(1) Decks, Boardwalks, Courtyards and Garages. The decks, boardwalks courtyards and garage parking spaces servicing a Unit as depicted on Exhibit B;

(2) Storage Sheds. The storage sheds assigned to certain Units as depicted on Exhibit C;

(3) Interior Surfaces. The interior surfaces of walls, windows, doors, door-walls, ceilings and floors within a Unit;

Section 2. Responsibility for Unit and Common Elements. Subject to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and Common Elements as set out in this Amended and Restated Master Deed and in the Amended and Restated Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements are as follows:

A. Co-owner Responsibilities:

(1) Unit and Certain Common Elements. Except as provided in Section 2B below and subject to the Amended and Restated Bylaws, each Co-owner is responsible for maintenance, decoration, repair and replacement, including all associated costs, of a Unit, including all fixtures, improvements and personal property located within the Unit or elsewhere throughout the Condominium, the Limited Common Elements, and those General Common Elements described in this Section 2A(1). The following provisions add to and clarify, but do not limit, each Co-owner's decoration, maintenance, repair and replacement responsibilities under this Section 2A(1):

(a) Electrical. Electrical lines, wires, outlets, switches, boxes, circuit breakers, panels and fixtures, regardless of whether these items are located within or outside of the

Unit, from the point of connection with, and including, the electrical meter for the Unit, including, but not limited to, any exterior lighting controlled from inside the Unit;

(b) Gas. Gas lines, pipes, valves and fixtures from the point of connection with, and including, the gas meter for the Unit, but not including lines running through the Unit to serve other Units;

(c) Water. Water lines, pipes, valves and fixtures from and including the Unit's first shut off valve located within and serving only the Unit, but not including exterior water spigots or any water meters or any mains or lines running through the Unit to serve other Units or the General Common Elements as the Association is responsible for exterior water spigots and water meters, mains and lines running through the Unit to serve other Units or the General Common Elements;

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

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

(f) Air-conditioner. Air-conditioner unit, its pad and related equipment, lines, hoses and accessories;

(g) Windows, Unit Entry and Interior Doors. Windows, Unit and garage pedestrian entry doors, storage closet entry doors and interior doors, including, screens, frames, locks, hardware, storms and weather stripping, subject to the following provisions of this sub-section. Within one (1) year following the recording of this Amended and Restated Master Deed, the Association shall evaluate all doorwalls, windows, Unit and garage pedestrian entry doors, screens, frames, locks, hardware, storms and weather stripping in the Condominium in need of repair or replacement. Those doorwalls, windows, Unit and garage pedestrian entry doors, screens, frames, locks, hardware, storms and weather stripping deemed in need of repair or replacement will be repaired or replaced by the Association as a common expense of administration at a schedule determined by the Board of Directors. The responsibility for the maintenance, repair and replacement of doorwalls, windows, Unit and garage pedestrian entry doors, screens, frames, locks, hardware, storms and weather stripping not placed on this repair and replacement schedule, as well those doorwalls, windows, Unit and garage pedestrian entry doors, screens, frames, locks, hardware, storms and weather stripping repaired or replaced by the Association pursuant to this schedule, shall then be the responsibility of the Co-owner. The responsibility for maintenance, repair and replacement of doorwalls, windows, Unit and garage pedestrian entry doors, screens, frames, locks, hardware, storms and weather stripping prior to the completion of the evaluation described herein shall be the responsibility of the Association;

(h) Outside Storage Closets. The maintenance of storage closets servicing a Unit which are only accessible from outside the Unit. The Association shall be

responsible for the repair and replacement of storage closets and any corresponding walkout slabs and steps;

(i) Garage Remote. Garage door remote and all related hardware and equipment servicing the garage space assigned to the Unit including the tracks, springs, rollers and opener, but not including the garage vehicle entry door as the Association is responsible for garage vehicle entry doors;

(j) Drywall and Unit Interior Wall Construction. Drywall throughout the Unit including, without limitation, perimeter wall, ceiling and interior wall drywall, and Unit interior wall construction;

(k) Deck. Decks (also known as balconies) and all improvements located on or related to the deck including steps, railings, decking, joists and posts;

(l) Courtyards. Courtyards and all improvements located on or related to the courtyard areas;

(m) Boardwalks. Boardwalks and all improvements located on or related to the boardwalks;

(n) Chimneys. Those sections of the chimney until they reach the uppermost floor construction, designated from flashing and above;

(o) Planting Areas. The landscaping beds surrounding the Unit perimeter walls housing the Unit, including all flowers therein, except that the Association shall be responsible for periodic trimming of all General Common Element shrubs and trees therein;

(p) Interior Surfaces. The interior surfaces of Unit perimeter walls, ceilings, floors, windows, doors and door-walls;

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

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

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

(2) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications, even though approved by the Board of Directors, are not considered Common Elements in any case and, except as the Board determines otherwise in writing, are the complete responsibility of the Co-owner. Should the Association require access to any Common Elements which necessitates the moving or destruction of all or part of any addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Amended and Restated Bylaws. Co-owners shall not alter, replace, remove, paint, decorate or change the exterior of a Unit or any exterior appendage including, without limitation, any courtyard or deck, air conditioning units, windows and Unit entry doors, whether exclusively used by the Co-owner or otherwise, without first obtaining the Board's prior written consent pursuant to Article VI of the Amended and Restated Bylaws. All maintenance, repair and replacement shall be performed in compliance with all applicable municipal, State and federal codes and regulations. By way of example, and not limitation, sump pumps and gutters are modifications to the Common Elements, except that the Association reserves the right in the course of removing leaves and debris from the Common Element roofs to remove leaves and debris from the gutters, which shall be a common expense of administration

(3) Co-owner Fault. Subject to the provisions of Article VI, Section 14 of the Amended and Restated Bylaws, all costs for maintenance, decoration, repair and replacement of any Common Element caused by the act of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur these costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Amended and Restated Bylaws.

B. Association Responsibilities:

(1) Limited Common Elements. The Association shall maintain, repair and replace the storage sheds referenced in 1(B) above which shall be common expenses of administration borne by all Co-owners.

(2) General Common Elements. Subject to the provisions of this Article and the Amended and Restated Bylaws, and except as otherwise assigned to the Co-owners in subsection 2A above or which is the responsibility of the Shanty Creek master association, the Association shall maintain, repair, and replace all General Common Elements and the Association shall pay the expenses as an expense of administration.

(3) Unauthorized Repair. The Association shall not be obligated to reimburse any Co-owner for repairs made or contracted for by the Co-owner. Unless otherwise determined by the Board of Directors, the Association shall only be responsible for payments to contractors for work authorized by the Board of Directors.

C. Utility Charges. Each Co-owner is responsible for paying all individually metered or sub-metered utility services that serve their Unit. The Association is responsible for paying all commonly metered utilities as an expense of administration, except that with respect to water/sewer bills, the Association may assess a proportionate share of the water/sewer bill to a Unit based upon the number of toilets located therein as long as the utility provider continues to bill the Association based upon that principle.

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

E. Attic Storage. No attics may be used for the storage of personal property without the written consent of the Association.

F. Furnace Inspections. Co-owners are required to perform annual furnace inspections at dates determined by the Board of Directors utilizing licensed HVAC contractors. Proof of such annual inspection, and any maintenance and repairs mandated by the HVAC contractor shall be provided to the Association.

G. Chimney Cleaning. The Association may adopt rules and regulations requiring the periodic cleaning of wood burning fireplaces and chimneys. Proof of such cleaning shall be provided to the Association.

H. Dryer Vent Cleanings. The Association may adopt rules and regulations requiring the periodic cleaning of dryer vents servicing a Unit. Proof of such cleaning shall be provided to the Association.

ARTICLE V USE OF UNITS AND COMMON ELEMENTS

No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances and codes of the Township of Kearney, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Unit Description. The Condominium consists of 23, numbered 1 through 23. Each Unit is described in this Section with reference to the Condominium Subdivision Plan. Each Unit includes all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. Building elevations are shown in detail in architectural plans and specifications on file with the Township of Kearney.

Section 2. Calculation of Percentage of Value. The percentage of value assigned to each Unit is determinative of the undivided interests of each Co-owner in the Common Elements, and the proportionate share of each Co-owner in the common proceeds and common expenses of administration (subject to the assignment of costs and expenses as reflected in Article IV of this Amended and Restated Master Deed) and the value of each Co-owner's vote at meetings of the Association. The total percentage value of the Condominium is one hundred percent (100%). The Developer utilized a formula to compute the percentages of value based on the square footage of each. The Units and their associated percentages of value follow:

<u>Unit</u>	<u>Percentage of Value</u>
1	4.664%
2	4.664%
3	4.664%
4	3.754%
5	4.664%
6	4.664%
7	3.754%
8	4.664%
9	3.754%
10	4.664%
11	4.664%
12	3.754%
13	4.664%
14	4.664%
15	4.664%
16	4.672%
17	3.754%
18	4.664%
19	3.754%
20	3.754%
21	4.664%
22	3.754%
23	4.664%
	<hr/> 100.00%

ARTICLE VII EASEMENTS

Section 1. Easements for Encroachment, Utilities and Support.

A. If any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or

improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Condominium Act.

B. There are easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone, cable television and internet lines.

C. Easements of support shall exist with respect to any Unit wall that supports a Common Element.

Section 2. Association's Right to Grant Easements. The Board of Directors may grant easements and licenses over or through any portion of any General Common Elements for utility, roadway, construction, safety purposes, or for any other purpose as may be beneficial to the Condominium.

Section 3. Association's and Utility Companies' Easements for Maintenance, Repair and Replacement. The Association and all public or private utilities shall have easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain their Unit or any Common Elements for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, if a Co-owner fails to properly and adequately maintain, decorate, repair, replace or otherwise keep in good condition and repair their Unit or any improvements or appurtenances located within the Unit or any Common Elements for which the Co-owner is responsible, the Association shall have the right (but not the obligation) and all necessary easements to take whatever actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of the Common Elements for which the Co-owner is responsible, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-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 that grant easements, rights of entry or other means of access. Failure of the Association to take any action shall not be deemed a waiver of the Association's right to take any action at a future time. All costs incurred by the Association in performing any Co-owner-responsibilities as set forth in this Section shall be assessed against the Co-owner in accordance with Article II of the Amended and Restated Bylaws and shall be immediately due and payable. Further, the lien for nonpayment shall attach as in all cases of regular assessments, and the assessments may be enforced using all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Telecommunications Agreements. The Association, acting through its Board of Directors, has the power to make or cause to be made such installations or grant such

easements, licenses or other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Condominium or any Unit. Notwithstanding the foregoing, the Board shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing that will violate any provision of any federal, state or local law or ordinance. Any sums paid by any Telecommunications or other company in connection with Telecommunications service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, are receipts of administration within the meaning of the Condominium Act and shall be paid over to and shall be the property of the Association.

Section 5. Emergency and Public Service Vehicle Access Easements. There shall exist for the benefit of the Township of Kearney or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the Township or emergency vehicles for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school transportation (both public and private), and other lawful governmental or private emergency services to the Condominium and Co-owners. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

ARTICLE VIII AMENDMENTS

This Amended and Restated Master Deed, the Amended and Restated Bylaws and the Condominium Subdivision Plan may be amended as provided in the Condominium Act and in the following manner, and shall be effective upon recordation with the Antrim County Register of Deeds:

Section 1. Association Amendments. The Association acting through its Board of Directors may make and record amendments to this Amended and Restated Master Deed, the Amended and Restated Bylaws or the Condominium Subdivision Plan without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee.

Section 2. Co-owner Approval. Except as otherwise provided in this Amended and Restated Master Deed and subject to Sections 3 and 4 below, the Association may make and record amendments to this Amended and Restated Master Deed, the Amended and Restated Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3rds) of the Co-owners in good standing as of the voting date, which shall be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

Section 3. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees (as defined in Section 90a(9) of the Condominium Act), the amendment shall require the consent of not less than two-thirds (2/3^{rds}) of all first mortgagees of record in accordance Section 90 of the Condominium Act. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act.

Section 4. Modification of Units, Limited Common Elements and Percentage of Value. Notwithstanding any other provision of this Article, the method or formula used to determine the percentages of value of Units, as described in Article VI of this Amended and Restated Master Deed, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the Condominium Act, as amended. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 51 of the Condominium Act, except that termination shall require the consents of 95% of the Co-owners. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act. Units may be consolidated and boundaries relocated as provided in Sections 47 and 48 of the Condominium Act.

Section 5. Amendments for Secondary Mortgage Market Purposes. The Association may amend this Amended and Restated Master Deed or the Amended and Restated Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Amended and Restated Master Deed to be executed the day and year first above written

Points West Association, a Michigan Nonprofit Corporation

By: Mark Nestor

Name: Mark Nestor

Title: President

STATE OF MICHIGAN)

) SS:

COUNTY OF ~~ANTRIM~~ Wayne)

The foregoing instrument was acknowledged before me this 8th day of August, 2021 by Mark Nestor, the President of Points West Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

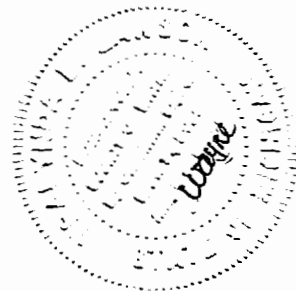
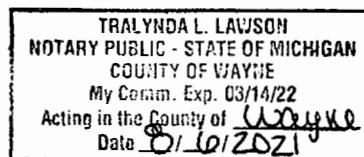
Tracynda L. Lawson
Tracynda L. Lawson, Notary Public

Wayne County, Michigan

Acting in Wayne County, Michigan

My Commission Expires: 03-14-2022

Document drafted by and when recorded return to:
Jeffrey L. Vollmer, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
23201 Jefferson Ave.
St. Clair Shores, MI 48080



CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

I, Jeffrey L. Vollmer, being first duly sworn, depose and state as follows:

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

Jeffrey L. Vollmer

Acknowledged, subscribed and sworn to before me
this 16th day of August, 2021.

Michelle Ezender
Michelle Ezender Notary Public
Macomb County, Michigan
Acting in Macomb County
My Commission Expires: 04-23-2024

MICHELLE E. ZENDER
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jun 23, 2024
ACTING IN COUNTY OF *Macomb*

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

1. I am the attorney for Points West Association, the Corporation named in and which executed the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Points West.
2. We sent a copy of the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Points West and the ballot and notice required under Section 90A of the Michigan Condominium Act to all first mortgagees of record of those Units qualified to vote, as listed in the records of the Antrim County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Points West.
3. Two-thirds (2/3^{rds}) of said mortgagees have consented to the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Points West in accordance with the provisions of Section 90A of the Michigan Condominium Act. Said consents will be maintained for a period of two years in Points West Association records located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.

Acknowledged, subscribed and sworn to before
me this 16th day of August, 2021.

Michelle Ezerar
Michelle Ezerar Notary Public
Macomb County, Michigan
Acting in Macomb County
My Commission Expires: Dec 23 2024

MICHELLE E. ZENDER
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jun 23, 2024
ACTING IN COUNTY OF *Macomb*