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**AMENDED AND RESTATED MASTER DEED OF  
THE CROSSINGS AT IRVING AVENUE  
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)  
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1486**

This Amended and Restated Master Deed of The Crossings at Irving Avenue is made and executed this 13<sup>th</sup> day of March, 2015, by The Crossings at Irving Avenue Association, a Michigan nonprofit corporation (the "Association"), represented herein by Edward McKinley, Jr., the President of the Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (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 below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act. The original Master Deed for The Crossings at Irving Avenue, recorded in Liber 27339, Pages 487 et seq., along with the First Amendment thereto recorded in Liber 30671, Pages 172 et seq., Second Amendment thereto recorded in Liber 33020, Pages 309-311, and Third Amendment thereto recorded in Liber 33521, Pages 423-441, Oakland County Records, are superseded hereby (except for the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B, as amended).

**NOW THEREFORE**, the Association does, upon the recording hereof, reaffirm the establishment of The Crossings at Irving Avenue as a Condominium under the Condominium Act and does declare that The Crossings at Irving Avenue (hereinafter referred to as the "Condominium") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the 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 hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real

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property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

## ARTICLE I TITLE AND NATURE

**Section 1.** Condominium Name and Subdivision Plan No. The Condominium shall be known as The Crossings at Irving Avenue, Oakland County Condominium Subdivision Plan No. 1486. The Condominium is established in accordance with the Condominium Act. The Condominium consists of 82 Units, numbered 1 through 82.

**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 completely in the Condominium Subdivision Plan applicable to this Amended and Restated Master Deed as Exhibit "B". Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium. Each Co-owner shall have an exclusive right to their Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium as are designated by this Amended and Restated Master Deed.

**Section 3.** Voting. Co-owners shall have voting rights in The Crossings at Irving Avenue Association as set forth herein, in the Amended and Restated Condominium Bylaws and Articles of Incorporation of the Association.

## ARTICLE II LEGAL DESCRIPTION

The land that comprises the Condominium covered by this Amended and Restated Master Deed is particularly described as follows:

Land located in the City of Royal Oak, Oakland County, Michigan, described as:

Part of Lot 9 of "Assessors Plat No. 27", part of the Southwest  $\frac{1}{4}$  of Section 22, Range 11 East, City of Royal Oak, Oakland County, Michigan, as recorded in Liber 54 of Plats, Page 22, Oakland County Records, also being part of vacated "Lincoln Grove Subdivision No. 1", part of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 22, Town 1 North, Range 11 East, City of Royal Oak, Oakland County, Michigan, as recorded in Liber 35 of Plats, Page 23, Oakland County Records, being more particularly described as; commencing at the intersection of the South right-of-way line of Parent Avenue (55 ft. wide) and the West right-of-way line of Irving Avenue (50 ft. wide), as platted in said "Lincoln Grove Subdivision No. 1", thence South  $01^{\circ}40'00''$  East, 129.00 feet along said the West right-of-way line of Irving Avenue to the point of beginning; thence continuing South  $01^{\circ}40'00''$  East, 770.00 feet along said the West right-of-way line of Irving Avenue; thence South  $88^{\circ}16'57''$  West, 318.75 feet to the West line of Lot 9 of "Assessors Plat No. 27", also being the Easterly line of the Grand Trunk Railroad; thence along said line North 353.54 feet; thence North  $30^{\circ}25'22''$  West, 249.80 feet; thence along the West line of said Lot 9, North  $18^{\circ}16'03''$  West, 353.54 feet; thence North  $01^{\circ}34'30''$  West,

250.98 feet to the Northwest corner of said Lot 9; thence South 86°35'09" East, 416.17 feet along the North line of said Lot 9; thence North 89°05'03" East, 125.01 feet to the Point of Beginning; containing 8.54 acres of land, and being subject to all easements and restrictions of record.

Above legal NKA The Crossings at Irving Ave  
OCCP# 1486

**ARTICLE III  
DEFINITIONS**

25-22-382-000 Ent

**Section 1. General Description of Terms Used.** Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits A and B, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations of The Crossings at Irving Avenue Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in The Crossings at Irving Avenue. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

B. "Amended and Restated Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.

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

D. "Association" means The Crossings at Irving Avenue Association, a nonprofit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or Michigan law.

E. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Amended and Restated Condominium Bylaws pertaining to the operation of the Association as a Michigan nonprofit corporation.

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

G. "Condominium Documents" means and includes this Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws, the Condominium Subdivision Plan, the Articles of Incorporation for the Association and the Rules and Regulations, if any, of the Association.

H. "Condominium" means The Crossings at Irving Avenue as a Condominium established in conformity with the provisions of the Condominium Act.

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

J. "Co-owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units. 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 Condominium Act.

K. "Developer" shall refer to Crossings of Royal Oak, LLC, a Michigan limited liability company, which made and executed the original Master Deed, and its successors and assigns.

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

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

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 The Crossings at Irving Avenue, as such is described in Article VI hereof 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 herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

#### **ARTICLE IV COMMON ELEMENTS**

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

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

- (1) Land. The land described in Article II hereof, including drives, roads and walks located thereon, not designated as Limited Common Elements.
- (2) Electrical. The electrical wiring network throughout the Condominium, up to but not including the electric meter for each Unit, together with common lighting for the Condominium;
- (3) Gas. The gas distribution system throughout the Condominium, up to but not including the gas meters for each Unit;
- (4) Water. The water distribution system throughout the Condominium, including that contained within unit walls, up to the first valve within any Unit;
- (5) Sanitary Sewer. The sanitary sewer system throughout the Condominium, including that contained within Unit walls, up to the point of connection with any plumbing fixtures trap within any Unit;
- (6) Storm Water Drainage System. The storm drainage system throughout the Condominium including any sump pumps and related apparatus that may be installed including storm water detention and retention ponds;
- (7) Irrigation. The irrigation system throughout the Project, water lines, shut-offs, valves, sprinkler heads, timers, pumps and electrical equipment;
- (8) Cable, Telephone and Telecommunications. The cable, telephone and telecommunication systems through the Condominium, up to the point of entry to each Unit;
- (9) Construction. The foundations, supporting columns, Unit and garage perimeter walls (not including windows and doors therein), roofs, basement floors, floor construction between Unit levels, ceilings and chimneys;
- (10) Beneficial Easements. All beneficial utility and drainage easements serving the Condominium;
- (11) Other. All other elements and improvements contained within or appurtenant to the Condominium, which are not herein designated as General or Limited Common Elements, which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is

providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above ("utility system") service single buildings containing more than one Unit. Accordingly, and where necessary or applicable, there shall be an easement for that common element through each Unit to enable the utility system to appropriately serve each of the Units in the subject building.

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

(1) Privacy Areas. Each individual privacy area shown on the Condominium Subdivision Plan, including all improvements located therein, is limited to the sole use of the Co-owners of the Units that such Limited Common Elements service;

(2) Entry Porches and Steps. Each individual entry porch and adjacent steps designated on the Plan as Limited Common Elements are limited to the sole use of the Co-owners of the Units that such Limited Common Elements service;

(3) Air Conditioner Compressors. Each air conditioner compressor is restricted in use to the Co-owner of the Unit that is served by such air conditioner compressor;

(4) Driveways and Walkways. Driveways and walkways designated on the Condominium Subdivision Plan as Limited Common Elements are limited to the sole use of the Co-owners of the Units that such Limited Common Elements service. Drives servicing more than one Unit shall not be obstructed so as to prevent use by any Unit so assigned;

(5) Entry Doors, Garage Doors, Windows and Screens. Unit and garage pedestrian entry doors, windows, screens and storms, garage doors, including all related tracks, springs and hardware, and garage door openers and remotes, are limited in use to the Co-owners of the Units they service;

(6) Ducts, Electrical Wiring, Gas Lines and Telecommunications Wiring. Cooling and heating ductwork, electrical and telecommunications wiring and gas lines from the point they cease to be General Common Elements shall be limited to the sole use of the Co-owners of the Units that such Limited Common Elements service;

(7) Attic Space. The attic space above each Unit as depicted on the Condominium Subdivision Plan, including insulation, shall be limited to the sole use of the Co-owners of the Units that such Limited Common Elements service; provided the Association may make rules and regulations limiting and regulating the use of such attic space for the health, safety, welfare and privacy of all Co-owners;

(8) Meters. Gas and electric meters shall be limited to the sole use of the Co-owners of the Units that such Limited Common Elements service;

(9) Interior Surfaces. Interior surfaces of Unit and garage perimeter walls, ceiling and floors that surround each Unit, shall be subject to the exclusive use and enjoyment of the Co-owner of the Units surrounded by them; and

(10) Other. Such other elements of the Condominium, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Condominium, shall be Limited Common Elements.

**Section 2. Responsibility for Unit and Common Elements**. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all General Common Elements, Units and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of the Amended and Restated Condominium Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

A. Co-owner Responsibilities:

(1) Unit, Limited General Common Elements and Certain General Common Elements. Except as provided in Section 2B below, the primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Condominium, the Limited Common Elements, and those General Common Elements described in this Section 2A(1), shall be borne by the Co-owner of the Unit. 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) All appliances and equipment within the Unit and supporting hardware, including, but not limited to the furnace and air conditioner and related ductwork, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, range, oven, microwave, refrigerator, vent fans and related ductwork, dryer venting, filters, fireplaces, flues, dampers and chimneys (except exterior surfaces) and individual water heaters;

(b) The sump pumps servicing a Unit and all water service lines, valves and fixtures from and including the main water shut off valve servicing the Unit;;

(c) All drain lines from the point that any such line enters a Unit and any and all drain traps, even though part of the system may be designated as a General Common Element;

(d) Electrical lines, wires, outlets, switches, boxes, circuit breakers and fixtures from and including the meter servicing the Unit;

(e) Gas lines, valves and fixtures from and including the meter servicing the Unit;

(f) All cabinets; counters; interior doors; closet doors; sinks; tile, either floor or wall; and related hardware;

(g) All improvements or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings and trim, regardless if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair or replacement responsibilities as to a General Common Element;

(h) Interior drywall, ceilings, attic insulation, interior wall construction and flooring, basement floor slabs and garage floor slabs (even though some of these elements may be designated as a General Common Element);

(i) All unit pedestrian entry and access doors, the garage doors, and all windows and doorwalls, including frames, locking mechanisms, storms, screens, seals, sweeps and hardware;

(j) Co-owner installed landscaping and plantings, and all decks, slabs, pavers, and other improvements or installations in the Privacy Areas appurtenant to the Units;

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

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

(2) Utility Charges. All individually metered utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All commonly metered utilities shall be paid by the Association as an expense of administration.

(3) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Condominium which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner. A Co-owner shall refrain from altering, replacing, removing, painting, decorating or changing the exterior of a Unit or any exterior appendage, including, without limitation, air conditioning units (unless the same is being replaced with the same make and model as that existing prior to the replacement) and Unit entry doors, whether exclusively used by the Co-owner or otherwise, without first obtaining the Association's prior written consent pursuant to Article VI of the Amended and Restated Condominium Bylaws.

(4) Sump Pumps and Irrigation Equipment. A Co-owner whose Unit contains common sump pump or common irrigation equipment shall not restrict the Association or its contractors or utility companies from entering into the Unit to maintain, repair or replace such



equipment. To ensure there is reasonable accessibility to such equipment, Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements that may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment.

(5) Co-owner Fault. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner (such as, but not limited to, penetrations of the building exterior for any reason and damage to driveway paving from heavy trucks allowed thereon), shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Amended and Restated Condominium Bylaws.

(6) Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Amended and Restated Condominium Bylaws shall be performed subject to the Association's mandatory prior approval and control with respect to color, style, timing, material and appearance, which approval must be in writing.

B. Association Responsibilities:

(1) Limited Common Elements. The Association shall be responsible for the maintenance, repair and replacement of the driveways, walkways and entry porches and related steps. The Association shall also be responsible for the caulking of windows and doors described in Section 1B(5) above in connection with periodic exterior painting of the buildings. The Association shall also have the right, but not the obligation, to incur costs for maintenance, decoration, repair and replacement of any exterior item that is defined as being the responsibility of the Co-owner, and should the Association exercise such right, the Association shall in such case charge back such costs to the Unit(s) serviced by the same, which charge shall constitute an assessment subject to collection in accordance with Article II of the Amended and Restated Condominium Bylaws.

(2) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements (except those assigned to the Co-owners under the various subsections of Section 2A above), shall be borne by the Association, subject to the provisions of this Article and the Amended and Restated Condominium Bylaws.

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

C. Unusual Expenses. Any other unusual common expenses benefiting less than all of the 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.

## **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 of the City of Royal Oak, 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.** Each Unit is described in this Section with reference to the Condominium Subdivision Plan of The Crossings at Irving Avenue as prepared by Nowak and Fraus, PLLC. Each Unit shall include (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls, and (2) with respect to the upper floors of the Unit, all that space contained within the interior finished unpainted walls and the undersides of the roof joists all as shown on the floor plans and sections in Exhibit B and delineated with heavy outlines. In the event that the dimensions of any Unit differ from the dimensions on the typical foundation and upper floor plans for such Unit as contained in the Condominium Subdivision Plan, then the typical foundation and upper floor plans for such Unit as contained in the Condominium Subdivision Plan shall be deemed to be automatically changed to the extent of the measured dimensions.

**Section 2. Calculation of Percentage of Value.** The percentage of value assigned to each Unit is set forth in this Paragraph. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration (subject to the assignment of costs and expenses as reflected in Article IV hereof and Article II of the Condominium Bylaws) and the value of each Co-owner's vote at meetings of the Association. The Developer had determined that the respective maintenance requirements for all Units are substantially equal and accordingly, all Units shall have an equal percentage of value. The total value of the Project is one hundred percent (100%).

## **ARTICLE VII EASEMENTS**

### **Section 1. Easements for Encroachment, Utilities and Support.**

A. In the event 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 shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone, 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 of the Association may grant easements over or through any portion of any General Common Elements for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all utilities and utility easements located on the Condominium Premises to the public for such consideration as the Association shall determine in its sole discretion.

**Section 3. Association's Easement for Maintenance, Repair and Replacement.** The Association and all public or private utilities shall have such easements over, under, across and through the Condominium, 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 Limited Common Elements appurtenant thereto for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, in the event a Co-owner fails, as required by the Condominium Documents, to properly and adequately maintain, decorate, repair, replace or otherwise keep their Unit or any improvements or appurtenances located therein, or any General or Limited Common Elements for which the Co-owner is responsible, the Association shall have the right (but not the obligation) and all necessary easements in furtherance thereof, 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 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 Co-owner-responsibilities as set forth in this Section shall be assessed against such Co-owner in accordance with Article II of the Amended and Restated Condominium Bylaws and shall be immediately due and payable. 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, foreclosure of the lien securing payment and imposition of fines.

**Section 4. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors, shall have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Condominium or any Unit 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 or other company or entity in connection with such service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, shall be receipts of administration of the Condominium 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 City of Royal Oak or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the City or emergency vehicles. Said easement shall be 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 thereof. 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 and any Exhibit hereto may be amended as provided in the Condominium Act in the following manner.

**Section 1. Co-owner Approval.** Except as otherwise provided herein and subject to Section 2 below, the Association may make and record amendments to this Amended and Restated Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3<sup>rds</sup>) of the Co-owners entitled to vote as of the record date for such vote, which shall be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

**Section 2. 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), such amendment shall require the consent of not less than two-thirds (2/3<sup>rds</sup>) of all first mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act.

**Section 3. Modification of Units, 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 hereof, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of 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. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act. Units may be consolidated as provided in Section 48 of the Condominium Act.

**Section 4. Amendments for Secondary Mortgage Market Purposes.** The Association may amend this Master Deed or the Condominium 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]

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

The Crossings at Irving Avenue Association, a Michigan Nonprofit Corporation

By: Edward G. McKinley, Jr.  
Name: Edward G. McKinley, Jr.  
Title: President

STATE OF MICHIGAN )

) ss:

COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March 2014 by Edward G. McKinley, Jr., the President of The Crossings at Irving Avenue Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

Cynthia Kelly  
CYNTHIA KELLY, Notary Public  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND County, Michigan  
MY COMMISSION EXPIRES Jun 18, 2016  
Acting in County of County, Michigan  
My Commission Expires:

Document drafted by and when recorded return to:  
Stephen M. Guerra, Esq.  
Makower Abbate Guerra PLLC  
30140 Orchard Lake Rd.  
Farmington Hills, MI 48334

**CERTIFICATION**

STATE OF MICHIGAN )  
 )SS  
COUNTY OF OAKLAND )

I, Robert M. Stillings III, being first duly sworn, depose and state as follows:


That I am the managing agent for The Crossings at Irving Avenue Association, the corporation named in and which executed the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of The Crossings at Irving Avenue.

That the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of The Crossings at Irving Avenue were submitted to all Co-owners of Units in The Crossings at Irving Avenue for the purpose of voting thereon, and that said Co-owners approved said documents by a vote of more than two-thirds of all Co-owners entitled to vote.

That the records of said consents are maintained at the offices of The Crossings at Irving Avenue Association at 2100 E. Maple Rd., #200, Birmingham, MI 48009.

  
\_\_\_\_\_  
Robert M. Stillings III

Acknowledged, subscribed and sworn to before me this 13<sup>th</sup> day of March, 2015.

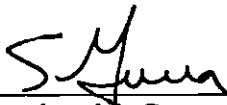
  
\_\_\_\_\_  
CYNTHIA KELLY Notary Public  
NOTARY PUBLIC, STATE OF MI County, Michigan  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Jun 13, 2020  
Acting in County of \_\_\_\_\_ County  
My Commission Expires:

**CERTIFICATION**

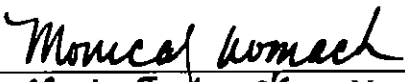
STATE OF MICHIGAN )  
 )SS  
COUNTY OF OAKLAND )

I, Stephen M. Guerra, being first duly sworn, depose and state as follows:

1. That I am the attorney for The Crossings at Irving Avenue Association, the Corporation named in and which executed the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of The Crossings at Irving Avenue.
2. That I personally sent a copy of the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of The Crossings at Irving Avenue and the ballot and notice required under Section 90A of the Michigan Condominium Act to all mortgagees of record of those Units qualified to vote, as listed in the records of the Oakland 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 The Crossings at Irving Avenue.
3. That two-thirds (2/3<sup>rd</sup>s) of said mortgages have consented to the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of The Crossings at Irving Avenue 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 The Crossings at Irving Avenue Association records located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.

  
\_\_\_\_\_  
Stephen M. Guerra

Acknowledged, subscribed and sworn to before me this 31<sup>st</sup> day of March, 2015.

  
\_\_\_\_\_  
*Monica J. Womack* Notary Public  
County, Michigan  
Acting in Oakland County  
My Commission Expires: 11-7-2018

MONICA J. WOMACK  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Nov 7, 2018  
ACTING IN COUNTY OF Oakland