

**AMENDED AND RESTATED MASTER DEED OF
BARDEN WOODS CONDOMINIUM
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**AMENDED AND RESTATED MASTER DEED OF
BARDEN WOODS CONDOMINIUM
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 431**

This Amended and Restated Master Deed of Barden Woods Condominium is made and executed this 29th day of September 2017, by Barden Woods Condominium Association, a Michigan nonprofit corporation (the "Association"), in accordance with 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 of this Amended and Restated Master Deed, together with all the improvements now located upon or appurtenant to such real property, as a residential condominium project under the provisions of the Condominium Act. The original Master Deed for Barden Woods Condominium, recorded in Liber 9210, Pages 808 et seq., along with the First Amendment recorded in Liber 9295, Pages 151 et seq., the Second Amendment recorded in Liber 10488 Pages 826 et seq., the Third Amendment recorded in Liber 10612 Pages 333 et seq., and the Fourth Amendment recorded in Liber 10650 Pages 432 et seq., Oakland County Records, are superseded by this Amended and Restated Master Deed (except for the Condominium Subdivision Plan (defined below) attached to the original Master Deed as Exhibit B and as subsequently amended).

NOW THEREFORE, the Association does, upon the recording of this Amended and Restated Master Deed, reaffirm the establishment of Barden Woods Condominium as a Condominium under the Condominium Act and does declare that Barden Woods Condominium (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 to this Amended and Restated Master Deed, all of which shall be deemed to run with the real property described in Article II of this Amended and Restated Master Deed and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

19-15-427-000 Evt

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ARTICLE I TITLE AND NATURE

Section 1. Condominium Name, Subdivision Plan No. and Number of Units. The Condominium shall be known as Barden Woods Condominium, Oakland County Condominium Subdivision Plan No. 431. The Condominium is established in accordance with the Condominium Act. The Condominium consists of 39 Units, numbered 1 through 39.

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 on account of having its own access to a Common Element. 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 as are designated by this Amended and Restated Master Deed

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

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 Bloomfield Hills, Oakland County, Michigan, described as:

Part of the West ½ of Section 14 and part of the East ½ of Section 15, T.2N., R.10E., City of Bloomfield Hills, Oakland County, Michigan, described as beginning at the Northwest corner of Lot 65 of Briarbank No. 1 Subdivision as recorded in Liber 6, Page 59, O.C.R. and Proceeding thence on a curve to the left along the easterly line of 60 foot Barden Road, radius 1590.48 feet, central angle 07 degrees 19 minutes 36 seconds an arc distance of 203.38 feet and whose chord bears North 26 degrees 36 minutes 00 seconds West a distance of 203.24 feet to a point of compound curve, thence on a curve to the left along the Easterly line of Barden Road, radius 489.76 feet, central angle 20 degrees 28 minutes 04 seconds an arc distance of 174.96 feet and whose chord bears North 40 degrees 30 minutes 00 seconds West an arc distance of 174.03 feet, thence North 50 degrees 29 minutes 16 seconds West 239.73 feet, thence South 80 degrees 05 minutes 34 seconds East 240.29 feet, thence North 40 degrees 51 minutes 35 seconds East 182.10 feet, thence North 66 degrees 38 minutes 21 seconds East 140.19 feet, thence North 84 degrees 54 minutes 08 seconds East 150.05 feet, thence South 82 degrees 15 minutes 32 seconds East 132.27 feet, thence South 61 degrees 29 minutes 08 seconds East 110.78 feet, thence South 41 degrees 53 minutes 22 seconds East 171.43 feet, thence South 28 degrees 17 minutes 47 seconds East 105.89 feet, thence South 04 degrees 21 minutes 23 seconds East 134.30 feet,

thence North 85 degrees 26 minutes 57 seconds East 20.70 feet, thence Southerly along centerline of a street 320 feet more or less to the Northerly line of Lot 60 of said Briarbank No. 1 Subdivision, thence North 73 degrees 22 minutes 05 seconds West along said Northerly line of Lot 60 a distance of 70.26 feet to the most Northerly corner of said Lot 60, thence along a curve to the left, along the Easterly line of Briarbank No. 1 Subdivision which is also the Easterly line of 40 foot Denbar Road, radius 211.46 feet, an arc distance of 111.90 feet and whose chord bears North 05 degrees 58 minutes 48 seconds East a distance of 110.60 feet, thence North 08 degrees 55 minutes 58 seconds West 99.03 feet, thence South 82 degrees 41 minutes 26 seconds West 462.41 feet, thence South 67 degrees 38 minutes 33 seconds West 191.71 feet to the point of beginning. Containing 9.24 acres, subject to easements of record.

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 Barden Woods Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in Barden Woods Condominium. Wherever used in such 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 provisions of the Condominium Act are incorporated by reference and shall supersede and cancel any conflicting provision.

B. "Amended and Restated Condominium 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 Condominium Bylaws are attached as Exhibit A, and the Condominium Subdivision Plan is made applicable as Exhibit B.

D. "Association" means Barden Woods Condominium 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 shall be 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 Condominium Bylaws, the Condominium Subdivision Plan, the Association's Articles of Incorporation and the rules and regulations of the Association.

G. "Condominium" means Barden Woods Condominium as a Condominium established in conformity with the provisions of the Condominium Act.

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

I. "Co-owner" means a person, 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 Real Estate Interests, Inc., a Michigan corporation, which made and executed the original Master Deed, and its successors and assigns.

K. "Percentage of Value" means the percentage assigned to each Unit in Article VI of this Amended and Restated Master Deed. The percentages of value of all Units total one hundred percent (100%). Percentages of value are 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.

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

M. "Phase 1" means the area depicted on the Plan attached as Exhibit C and labeled "Phase 1". Exhibit C is only attached to this Amended and Restated Master Deed for purposes of depicting Phases and for no other purpose. The Condominium Subdivision Plan should be referenced to determine actual site and utility plan layouts.

N. "Phase 2" means the area depicted on the Plan attached as Exhibit D and which was not included in Phase 1; Phase 2 is also described on Exhibit C as the "Future Expansion Area".

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

P. "Unit" means a single Unit in Barden Woods Condominium, as such is 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 described in Article II of this Amended and Restated Master Deed, including entryway landscaping and brick walls, drives, walks, parking areas, all to the extent not designated as Limited Common Elements;

(2) Site Lighting Light Posts. The site lighting light posts located throughout the Condominium;

(3) Electrical. The electrical system throughout the Condominium, including that contained within Unit walls, up to the point of connection with electrical outlets within any Unit;

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

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

(6) Storm Sewer System. The storm sewer system throughout the Condominium;

(7) Telephone. The telephone wiring network throughout the Condominium, including that contained within Unit walls, up to the point of connection with telephone equipment within any Unit;

(8) Cable. The cable television wiring network throughout the Condominium including that contained within Unit walls, up to the point of connection with outlets within any Unit;

(9) Construction. The foundations, supporting columns, Unit perimeter walls (including windows, door walls and doors located within the Unit perimeter walls) and such

other walls as are designated on the Condominium Subdivision Plan as General Common Elements, roofs, ceilings, floor construction between Unit levels and chimneys;

(10) Clustered Mailbox Structures. Each clustered mailbox structure located throughout the Condominium;

(11) Maintenance Building. The maintenance building;

(12) Irrigation. The irrigation systems throughout the Condominium, including water lines, valves, sprinkler heads, meters, timers, pumps and electrical equipment; 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, such utility systems are General Common Elements only to the extent of the Co-owners' interest in such 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 shall be an easement 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 are as follows:

(1) Building D Basement. The basement located within Buildings D is limited in use to the Co-owners of the Units who have access to such basement as shown on the Condominium Subdivision Plan;

(2) Building F Basement. The basement located within Building F is limited in use to the Co-owners of Units within Building F as shown on the Condominium Subdivision Plan;

(3) Building G, H and J Basements. The basements located within Buildings G, H and J are limited in use to the Co-owners of Units within the building in which such Limited Common Elements are located as shown on the Condominium Subdivision Plan;

(4) Building D Common Facilities. The hallways, stairwells and building entry doors located within Building D are limited in use to the Co-owners of Units who have access to such common facilities as shown on the Condominium Subdivision Plan;

(5) Building F Common Facilities. The hallways, stairwells and building entry doors located within Building F are limited in use to the Co-owners of Units within Building F as shown on the Condominium Subdivision Plan;

(6) Building G, H and J Common Facilities. The hallways, stairwells, building entry doors and elevators located within Buildings G, H and J are limited in use to the Co-owners of Units who have access to such common facilities as shown on the Condominium Subdivision Plan;

(7) Building A, B, C, D, E and F Porches. Each porch appurtenant to Buildings A, B, C, D, E and F, together with any improvements located thereon are limited in use to the Co-owner of the Unit to which such porch is appurtenant as shown on the Condominium Subdivision Plan;

(8) Building G, H and J Porches, Patios and Balconies. Each porch, patio and balcony appurtenant to Buildings G, H and J, together with any approved improvements located thereon, are limited in use to the Co-owner of the Unit to which such porch, patio or balcony is appurtenant as shown on the Condominium Subdivision Plan;

(9) Building D and F Storage Areas. The storage areas located within Buildings D and F are limited in use to the Co-owners of Units to which such storage areas are appurtenant as shown on the Condominium Subdivision Plan;

(10) Building G, H and J Storage Areas. The storage areas located within Buildings G, H and J are limited in use to the Co-owners of Units to which such storage areas are appurtenant as shown on the Condominium Subdivision Plan;

(11) Building A, B, C, D, E and F Garages. Each garage associated with the Units contained within Buildings A, B, C, D, E and F is limited in use to the Co-owner of the Unit to which such garage is appurtenant as shown on the Condominium Subdivision Plan;

(12) Building G, H and J Underground Parking Spaces. The underground parking spaces located within Buildings G, H and J are limited in use to the Co-owners of Units to which such parking spaces are appurtenant as shown on the Condominium Subdivision Plan;

(13) Building G, H and J Maintenance and Utility Rooms. The maintenance and utility rooms located within Buildings G, H and J are limited in use to the Co-owners of Units within the building in which such Limited Common Elements are located as shown on the Condominium Subdivision Plan;

(14) Interior Surfaces. The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Unit are limited in use to the Co-owner of the to which such interior surfaces are appurtenant;

(15) Building E Breezeway. The breezeway shown on the Condominium Subdivision Plan is limited in use to the Co-owner of Unit 17. The breezeway may be altered or

enclosed by the Co-owner of Unit 17 provided that the same is done in accordance with modification and alteration request and approval provisions contained in Article VI of the Amended and Restated Bylaws.

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 Limited Common Elements, as set out in this Amended and Restated Master Deed and in the relevant sections of Article VI of the Amended and Restated Condominium Bylaws, the respective responsibilities for the maintenance, decoration, repair, replacement and insuring 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 provisions of the Condominium Bylaws, the primary responsibility 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), 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) Electrical outlets, switches, boxes, circuit breakers, panels and fixtures serving the Unit;
- (b) Gas lines and pipes from the point of entry into the Unit, and all gas valves and fixtures;
- (c) Water lines and pipes from the point of entry into the Unit (but not including any mains or lines running through the Unit to serve other Units or the General Common Elements), and all water valves, rings, washers and fixtures;
- (d) Drain lines and traps within a Unit (but not including lines serving more than one Unit);
- (e) Air-conditioner, its pad, and all related equipment and accessories;
- (f) All windows, interior doors, door walls, Unit entry doors, including their storms, screens, locks, hardware, thresholds, sills and weather stripping;
- (g) Detached garage floors and garage doors including tracks, springs, opener, remote, and all related hardware and equipment;
- (h) All drywall and plaster repair, replacement, maintenance and painting;
- (i) Patios and all improvements located on or related to the patios;

(j) Decks and all improvements located on or related to the decks including without limitation any railings, decking, joists and posts;

(k) Storage area and all related improvements, enclosures, doors, locks and hardware;

(l) All improvements to the Unit and decorations, including, but not limited to, tile, either floor or wall, paint, wallpaper, window treatments, carpeting or other floor covering, trim, cabinets, counters, sinks and related hardware;

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

(n) The Co-owners of Units 17 and 18 shall be responsible for the wood and green link fences appurtenant to their Units;

(o) Any and all landscaping or Co-owner improvements contained within the Co-owner-installed "landscaping areas," which "landscaping areas" shall include those areas located immediately adjacent to any patio or patio-walkway area. Any Co-owner landscaping that exists as of the date this Amended and Restated Master Deed becomes effective shall be permitted to remain in those areas even though such landscaping is located outside of the landscaping area; and

(p) 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 such 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, porches, air conditioning units, windows, Unit entry doors, patios and decks, 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 Condominium Bylaws.

(3) Co-owner Fault. Subject to the provisions of Article VI, Section 14 of the Amended and Restated Condominium Bylaws, all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional acts of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in

the same manner as an assessment in accordance with Article II of the Amended and Restated Condominium Bylaws.

(4) 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 written approval and control with respect to color, style, timing, material and appearance. Further, all maintenance, repair and replacement shall be performed in compliance with all applicable municipal, State and federal codes and regulations.

B. Association Responsibilities:

(1) Limited Common Elements. Except in cases of Co-owner fault, the Association shall be responsible for the maintenance, repair and replacement of the following Limited Common Elements:

(a) The Building D basement described in Section 1B(1) above and the expenses shall be borne equally by the Co-owners of the Units who have access to such basement;

(b) The Building F basement described in Section 1B(2) above and the expenses shall be borne equally by the Co-owners of Units within Building F;

(c) The Building G, H and J basements described in Section 1B(3) above and the expenses shall be borne equally by the Co-owners of the Units contained within Buildings G, H and J;

(d) The Building D common facilities described in Section 1B(4) above and the expenses shall be borne equally by the Co-owners of the Units who have access to such common facilities;

(e) The Building F common facilities described in Section 1B(5) above and the expenses shall be borne equally by the Co-owners of Units within Building F;

(f) The Building G, H and J common facilities described in Section 1B(6) above and the expenses shall be borne equally by the Co-owners of the Units who have access to such common facilities and which are contained within the specific Building for which such maintenance, repair and replacement costs are incurred;

(g) The Building G, H and J balconies described in Section 1B(8) above and the expenses shall be borne by the Co-owner of the Unit who has access to such balcony;

(h) The Building G, H and J underground parking spaces and maintenance and utility rooms described in Sections 1B(12) and (13) above and the expenses shall be borne equally by the Co-owners of the Units contained within Buildings G, H and J; and

(i) The porches described in Sections 1B(7) and (8) above and the expenses shall be an expense of administration.

(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 an expense of administration, subject to the provisions of this Article and the Amended and Restated Condominium Bylaws; provided, however, that there shall be three (3) classes of General Common Element expenses, each of which will be assessed in a different fashion as follows:

(a) Shared Expenses. The costs of maintenance, decoration, repair, replacement and insuring of the following, which are referred to as the "Shared Areas", shall be borne by the Association as an expense of administration: (i) the entryway landscaping and brick walls described in Section 1A(1); (ii) the entryway light posts (including associated electrical components and costs) described in Section 1A(2); and (iii) the drive running from Barden Road along the south side of Building F to the easterly side of the entrance of the parking lot adjacent to the garages assigned to the Units within Building F as well as the parking area east of Building F (shaded and labeled as area "A" on Exhibit D). All Shared Expenses shall be borne by the Association as expense of administration, with 56% of such Shared Expenses being apportioned to the Co-owners in Phase 1 in accordance with their percentages of value (as "modified" to account for the Phase 2 percentages not being taken into consideration) and 44% of such Shared Expenses being apportioned to the Co-owners in Phase 2 in accordance with their percentages of value (as modified to account for the Phase 1 percentages not being taken into consideration).

(b) Phase 1 Common Expenses. The costs of maintenance, decoration, repair and replacement of the following shall be borne by the Association and apportioned to the Co-owners of Units within Phase 1 in accordance with their percentages of value (as modified to account for the Phase 2 percentages not being taken into consideration): (i) the non-shared drives and walkways described in Section 1A(1) and located within Phase 1; (ii) the electrical system described in Section 1A(3) and located within Phase 1 (but not including the shared entryway light posts); (iii) the gas transmission lines described in Section 1A(4) and located within Phase 1; (iv) the plumbing network described in Section 1A(5) and located within Phase 1; (v) the storm sewer system described in Section 1A(6) and located within Phase 1; (vi) the telephone wiring network described in Section 1A(7) and located within Phase 1; (vii) the cable television wiring network described in Section 1A(8) and located within Phase 1; (viii) the construction components described in Section 1A(9) and which relate to the Buildings located within Phase 1; (ix) the clustered mailbox structures described in Section 1A(10) and located within Phase 1 along with the individual mailboxes located within the structures (although the cost of any individual mailbox shall be borne by the Co-owner of the Unit who has access to such mailbox); (x) the maintenance building described in Section 1A(11); (xi) the irrigation system described in Section 1A(12) and located within Phase 1; and (xii) the General Common Elements described in Section 1A(13) and located within Phase 1.

(c) Phase 2 Common Expenses. The costs of maintenance, decoration, repair and replacement of the following shall be borne by the Association and apportioned to the Co-owners of Units within Phase 2 in accordance with their percentages of value (as modified to account for the Phase 1 percentages not being taken into consideration): (i) the non-shared

drives, walkways and parking areas described in Section 1A(1) and located within Phase 2; (ii) the electrical system described in Section 1A(3) and located within Phase 2 (but not including the shared entryway light posts); (iii) the gas transmission lines described in Section 1A(4) and located within Phase 2; (iv) the plumbing network described in Section 1A(5) and located within Phase 2; (v) the storm sewer system described in Section 1A(6) and located within Phase 2; (vi) the telephone wiring network described in Section 1A(7) and located within Phase 2; (vii) the cable television wiring network described in Section 1A(8) and located within Phase 2; (viii) the construction components described in Section 1A(9) and which relate to the Buildings located within Phase 2; (ix) the clustered mailbox structures described in Section 1A(10) and located within Phase 2 along with the individual mailboxes located within the structures (although the cost of any individual mailbox shall be borne by the Co-owner of the Unit who has access to such mailbox); (x) the irrigation system described in Section 1A(12) and located within Phase 2; (xi) the General Common Elements described in Section 1A(12) and located within Phase 2; and (xii) the irrigation system and landscaping located within the hatched-area labeled "B" on Exhibit D.

(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 or by a management company hired by the Association.

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

D. 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 Bloomfield Hills, 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 Barden Woods Condominium as prepared by Basney & Smith, Inc. Each Unit shall include all that space contained within the interior sides of the finished unpainted perimeter 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 City of Bloomfield Hills.

Section 2. Calculation of Percentage of Value. The percentage of value assigned to each Unit shall be determinative of the undivided interests of the Co-owner in the Common Elements, and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration (except to the extent modified by the assignment of responsibility for expenses contained in Article IV of this Amended and Restated Master Deed); however, the value of each Co-owner's vote at meetings of the Association of Co-owners shall be equal. The total percentage value of the Condominium is one hundred percent (100%). The Developer determined the percentages of value by allocating percentages pro-rata according to the square foot size of Units excluding any basements areas, and rounded off percentages and made minor adjustments to achieve a total value of 100%. The Units and their associated percentages of value are as follows:

<u>Unit Number</u>	<u>Building</u>	<u>Percentages of Value</u>
Unit 1	C	2.13%
Unit 2	C	2.13%
Unit 3	B	2.13%
Unit 4	B	1.86%
Unit 5	B	1.88%
Unit 6	B	2.13%
Unit 7	A	1.74%
Unit 8	A	1.50%
Unit 9	A	1.51%
Unit 10	A	1.74%
Unit 11	D	2.16%
Unit 12	D	1.86%
Unit 13	D	1.86%
Unit 14	D	1.93%
Unit 15	D	1.93%
Unit 16	D	2.16%
Unit 17	E	1.88%
Unit 18	E	3.11%
Unit 19	F	2.40%
Unit 20	F	2.44%
Unit 21	F	2.40%
Unit 22	F	2.44%
Unit 23	G	3.24%
Unit 24	G	2.90%
Unit 25	G	3.35%
Unit 26	G	2.89%
Unit 27	G	3.82%
Unit 28	H	3.82%
Unit 29	H	2.85%
Unit 30	H	2.87%

Unit 31	H	2.87%
Unit 32	H	3.02%
Unit 33	H	3.82%
Unit 34	J	3.82%
Unit 35	J	2.84%
Unit 36	J	2.87%
Unit 37	J	2.85%
Unit 38	J	3.03%
Unit 39	J	3.82%

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 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 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 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, in the event 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 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 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. Emergency and Public Service Vehicle Access Easements. There shall exist for the benefit of the City of Bloomfield Hills or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the City 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 Condominium 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 Oakland 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 Condominium 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 Condominium 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 date for such vote, 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), such amendment shall require the consent of not less than two-thirds (2/3^{ds}) 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 4. 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 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 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 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 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]

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

Barden Woods Condominium Association, a Michigan
Nonprofit Corporation

By:

Name:

Title: President

Caroline E. Rooney
CAROLINE E. ROONEY

STATE OF MICHIGAN

)

) ss:

COUNTY OF OAKLAND

)

The foregoing instrument was acknowledged before me this 29th day of September, 2017 by CAROLINE E. ROONEY, the President of Barden Woods Condominium Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

W. P. Campbell

, Notary Public

Oakland County, Michigan

Acting in Oakland County, Michigan

My Commission Expires: April 7th, 2023

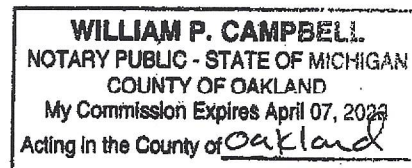
Document drafted by and when recorded return to:

Stephen M. Guerra, Esq.

Makower Abbate Guerra Wegner Vollmer PLLC

30140 Orchard Lake Rd.

Farmington Hills, MI 48334



CERTIFICATION

STATE OF MICHIGAN

)

) SS

COUNTY OF MACOMB

)

I, Jill Cubba, being first duly sworn, depose and state as follows:

1. That I am the managing agent for Barden Woods Condominium Association, the corporation named in and which executed the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Barden Woods Condominium.
2. That the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Barden Woods Condominium were submitted to all Co-owners of Units in Barden Woods Condominium for the purpose of voting on such documents, and that the Co-owners approved the documents by a vote of more than two-thirds of all Co-owners entitled to vote.
3. That the records of the Co-owner consents are maintained at the offices of Barden Woods Condominium Association at 22725 Greater Mack Avenue, St. Clair Shores, MI 48080.

Jill Cubba

Acknowledged, subscribed and sworn to before
me this 9th day of October, 2017.

Notary Public
County, Michigan

Acting in MACOMB County
My Commission Expires:

Tiffany Alvedy

-Notary Public-

Appointment Date & County 11/8/2013, Macomb

Expiration Date: 12/11/2019

CERTIFICATION

STATE OF MICHIGAN

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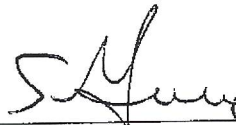
) SS

COUNTY OF OAKLAND

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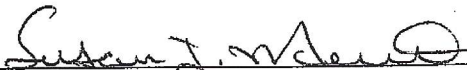
I, Stephen M. Guerra, being first duly sworn, depose and state as follows:

1. That I am the attorney for Barden Woods Condominium Association, the Corporation named in and which executed the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Barden Woods Condominium.
2. That I sent a copy of the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Barden Woods Condominium 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 Barden Woods Condominium.
3. That two-thirds (2/3^{rds}) of said mortgages have consented to the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Barden Woods Condominium 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 Barden Woods Condominium 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 19th day of October, 2017.



Susan J. Merritt, Notary Public
Wayne County, Michigan
Acting in Oakland County
My Commission Expires: 5/23/2020