

**SECOND AMENDED AND RESTATED MASTER DEED OF
STONE RIDGE SITE CONDOMINIUM
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 338**

This Second Amended and Restated Amended And Restated Master Deed of Stone Ridge Site Condominium (“Amended and Restated Master Deed”) is made and executed this ____ day of _____, 2022, by Stone Ridge Condominium Homeowners Association Inc., 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 Amended And Restated Master Deed for Stone Ridge Site Condominium, recorded as Document Number 2011R-024712, the First Amendment recorded as Document Number 2015R-009320, and the Second Amendment recorded as In Document Number 2017R-0023188, Livingston County Records, are superseded by this Amended and Restated Master Deed (except for the Condominium Subdivision Plan (defined in Article II below) attached to the original Master Deed as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 Stone Ridge Site Condominium as a Condominium under the Condominium Act and declares that Stone Ridge Site Condominium (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 Stone Ridge Site Condominium, Livingston County Condominium Subdivision Plan No. 338. 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 Stone Ridge Condominium Homeowners Association Inc. as set forth in this Amended and Restated Master Deed, in the Amended and Restated Bylaws, and in the Association's 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 Green Oak, Livingston County, Michigan, is particularly described as follows:

Part of the North half of Section 33, T1N, R6E, Green Oak Township, Livingston County, Michigan, described as: Commencing at the Northeast corner of Section 33; thence along the East Line of Section 33 and the Centerline of Marshall Road, South 02°32'15" East 1913.21 feet to a Point of Beginning; thence continuing along said line, South 02 °32'15" East 727.09 feet to the East Quarter Comer of Section 33; thence along the East-West Quarter Line of Section 33, South 87 °33'51" West 2730.43 feet to the Center of Section 33, as monumented; thence continuing along the East-West Quarter Line of Section 33, South 87 °31 '52" West 1354.79 feet to the Southeast Comer of "Mar-Bru Subdivision" as recorded in Liber 10 of Plats, Page 41, Livingston County Records; thence along the East Line of "Mar-Bru Subdivision", North 02 °29'16" West 522.72 feet (recorded as North 02°41' West 521.97 feet) to the Northeast Comer of "Mar-Bru Subdivision"; thence North 00°00' 58" East 708.06 feet; thence along the South Line of the abandoned Railroad, 99.00 feet wide, North 86°17'36" East 1332.24 feet to the North-South Quarter Line of Section 33; thence continuing along the abandoned Railroad, the South Line, and the Westerly and Easterly extensions of "Sand Crane Crossing", a Subdivision, as recorded in Liber 27 of Plats, Pages 47, 48, 49, and 50, Livingston County Records, North 86°17'36" East 2428.25 feet; thence South 02°32'15" East 581.00 feet; thence North 88°28'32" East 293.55 feet to the Point of Beginning.

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 Stone Ridge Condominium Homeowners Association Inc., and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in Stone Ridge Site Condominium. 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.

D. “Association” means Stone Ridge Condominium Homeowners Association Inc., 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 the General and Limited Common Elements described in Article IV of this Amended and Restated Master Deed and does not refer to Units or improvements located within Units unless otherwise set forth in this Amended and Restated Master Deed.

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.

G. “Condominium” means Stone Ridge Site Condominium as a Condominium established in conformity with the Condominium Act.

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. "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.

K. "Good standing" means a Co-owner who is current in all financial obligations owing to the Association and is not in default of any of the Condominium Document provisions.

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

M. "Residence" means the residential dwelling and its appurtenances constructed within the confines of each Unit.

N. "Structure" means any Residence, garage, building, driveway, parking area, dwelling, shed, outbuilding, fence, wall, gazebo, hedge, in ground or above ground swimming pool, antenna or satellite dish or any other improvement of a permanent or substantial nature constructed within the perimeter of a Unit.

O. "Unit" means a single Unit in Stone Ridge Site Condominium, 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. Except as otherwise expressly provided for in the Condominium Documents, all structures or improvements located within the boundaries of a Unit are owned in their entirety by the Co-owner of the Unit within which such structures and improvements are located and do not constitute Common Elements.

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 walkways, parks, landscaped areas and berms, open areas, and entrance areas, all to the extent not identified as Units or Limited Common Elements;

(2) Roads. As more fully set forth in Article VI, the Association has the right and is authorized to dedicate the roads to the public; therefore, these roads are General Common Elements so long as they have not been dedicated to the public;

(3) Electrical. The electrical transmission mains throughout the Condominium, up to the point of lateral connection for Unit service;

(4) Gas. The gas distribution system throughout the Condominium up to the point of lateral connection for Unit service;

(5) Water. The water distribution system throughout the Condominium, including the water wells and related well house and equipment, up to the point of lateral connection for Unit service, and the common irrigation system including all water lines, valves, sprinkler heads, connections and controls;

(6) Sanitary Sewer. The sanitary sewer system throughout the Condominium, including the wastewater treatment plant, lift stations and infiltration beds, up to the point of lateral connection for Unit service;

(7) Storm Sewer System. The storm sewer system throughout the Condominium, including the storm water management areas, and all other equipment or facilities related to the storm sewer system;

(8) Telephone. The telephone system throughout the Condominium up to the point of lateral connection for Unit service;

(9) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connection for Unit service;

(10) Easements. All easements, if any, that benefit the Condominium as a whole;

(11) Entryway Signage and Improvements. The entryway signage and related improvements and landscaping;

(12) Sidewalks. The sidewalks throughout the Condominium, not including the walkways installed within a Unit which lead to the Unit or any portion of the Unit;

(13) Recreational Facilities. The clubhouse and all related equipment and furnishings, and the gazebo, playscape and basketball court not enclosed within the boundaries of a Unit;

(14) 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 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.

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) Utilities. The electrical, telephone, gas, sanitary sewer and water laterals that may be located outside the boundaries of the Unit they serve are limited in use to the Co-owner of the Unit to which such utility laterals are appurtenant.

Section 2. Responsibility. Subject to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Common Elements, Units, Residences and improvements within Units, 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 Common Elements, Units, Residences and improvements within Units are as follows:

A. Co-owner Responsibilities:

(1) Except as provided in Section 2B below and subject to the Amended and Restated Bylaws, each Co-owner is responsible for the maintenance, decoration, repair and replacement, including all associated costs, of:

(a) The Unit, including (i) the entire Residence and (ii) all lawn, landscaping, trees, Structures, fixtures and improvements, including driveways and walkways, located within the Unit;

(b) All lawn, landscaping, trees, mailboxes, driveway approaches and sidewalks located within the road right-of-way between the Unit boundary line and the curb;

(c) The Limited Common Elements including any portions of driveways or utility laterals that serve only the Unit but are located outside of the Unit; and

(d) All personal property located within the Unit or elsewhere throughout the Condominium.

Notwithstanding the foregoing, the exterior appearance of Units, Residence, appurtenant Limited Common Elements and other Structures or improvements serving the Unit, to the extent visible from any other Unit or the Common Elements, are subject to the written approval of the Board of Directors as more fully set forth in the Bylaws.

(2) Utility Charges. All costs of electricity, water, sewer, gas, telephone, cable TV, and any other utility services shall be borne by the Co-owner of the Unit to which these services are furnished.

(3) Co-owner Fault. Subject to 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.

(4) Compliance with Codes and Regulations. All maintenance, repair and replacement obligations of the Co-owners shall be performed in compliance with all applicable municipal, State and federal codes and regulations.

B. Association Responsibilities:

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

(2) Association Responsibility for Portions of Units, Limited Common Elements and Residences. To provide flexibility in administering the Condominium, the Association may also undertake such regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to Residences or other improvements constructed or installed within any Unit or Limited Common Elements as it shall deem appropriate. Nothing, however, shall compel the Association to undertake any such additional services. The Association shall charge the cost of such additional services to each affected Co-owner as an assessment on a reasonably uniform basis and such assessment collected in accordance with Article II of the Amended and Restated Bylaws.

(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. Township Right to Cure Deficiencies.

(1) Sanitary Sewer and Well Systems. The Association shall be responsible for the operation, maintenance, repair and replacement of the Sanitary Sewer and Well Systems in strict conformance with all applicable statutes, ordinances, rules and regulations of the State of Michigan, Livingston County and other governmental units and agencies having jurisdiction. The Association shall hire one or more licensed or certified operators in accordance with the guidelines of the County or the Michigan Department of Natural Resources and Environment (“MDNRE”) to operate the Sanitary Sewer and Well Systems. This Master Deed shall inform Co-owner that the Township is not responsible for the operation, maintenance or repair of the utilities serving the project. In the event the Association fails to provide adequate maintenance, repair or replacement of the well house, wastewater treatment plant and/or any detention pond, the Township may serve written notice of such failure on the Association. The written notice shall contain a demand that deficiencies of maintenance, repair or replacement be cured within a stated reasonable time period. If the deficiencies are not cured within such time period, the Township may undertake the maintenance, repair or replacement and the costs thereof, plus an administrative fee to be determined by the Township, but not exceeding 25% of the costs, may be assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll. The Association shall defend, indemnify and hold harmless the Township and its officials and employees for expenses arising out of the failure of the Association to properly maintain the well house, the wastewater treatment plant and/or any detention pond. Neither the well house nor the wastewater treatment plant may be disconnected without Township approval.

(2) Roads. In the event the Associations fails to provide adequate maintenance, repair, replacement and/or snow plowing of the roads, the Township may serve written notice of such failure on the Association. The written notice shall contain a demand that deficiencies of maintenance, repair, replacement and/or snow plowing be cured within a stated reasonable time. If the deficiencies are not cured, the Township may undertake the maintenance, repair, replacement and/or snow plowing and the costs thereof plus an administrative fee to be determined by the Township, but not exceeding 25% of the costs, may be assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll. The Association shall defend, indemnify and hold harmless the Township and its officials and employees for expenses arising out of the failure of the Association to properly maintain the roads in the Condominium. Neither Green Oak Township nor the Board of County Road Commissioners of the County of Livingston has the responsibility for the construction or maintenance and upkeep of the roads within the Condominium.

D. Utility Expenses. Except as otherwise provided below, each Co-owner of a Unit that contains a completed residential Dwelling shall pay to the Association equal, uniform charges for water and wastewater service furnished to all such Units in the Condominium, as such charges are determined and modified from time to time by the Association. Notwithstanding the foregoing, the Association may elect at any time to charge each Co-owner that acquires title to a Unit on or after the date of recordation of this Master Deed for water and

wastewater service furnished to the Unit based on periodic readings by the Association of the water meter(s) installed within the Unit, which water meter(s) shall be purchased and installed at the cost of such Co-owner, and rates established and modified from time to time by the Association, provided that any such election shall require the consent of Co-owners owning at least 66% of the Units in the Project. If the Association, with the required consents, makes this election, each Co-owner of a Unit that was purchased prior to the recordation of this Master Deed and that contains a completed residential Dwelling may elect to be charged for water and wastewater service in the manner provided for in the immediately preceding sentence, in which event, water meters(s) shall be purchased and installed within the Co-owner's Unit at the Co-owner's expense; if any Co-owner does not elect to be charged for water and wastewater service to his Unit in the manner provided for in the immediately preceding sentence, the periodic charge payable to the Association by the Co-owner for water and wastewater service furnished to the Co-owner's Unit shall be equal to twice the average charge payable for the period in question by Co-owners whose charges for water and wastewater service are determined pursuant to the immediately preceding sentence.

E. 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.

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 Green 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. The Condominium consists of 136 Units, numbered 1 through 16, inclusive, 18, 19, 221, 22, 24, 25, 27, 28, 29, 31, 31, 34 through 81, inclusive, 83, 85, 86, 88 through 94, inclusive, 96, 97, 99 through 104, inclusive, 106 through 110, inclusive, 12 through 136, inclusive, 138, 139, 140, 142, 143, 144, 146, 148, 149, and 151 through 154, inclusive. Each Unit is described in this Section with reference to the Condominium Subdivision Plan. Each Unit consists of the land located within Unit boundaries as shown on the Condominium Subdivision Plan and delineated with heavy outlines.

Section 2. Percentage of Value. The total percentage value of the Condominium is one hundred percent (100%). The percentages of value are equal. The percentage of value assigned to each Unit is determinative of 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 Article II

of the Amended and Restated Bylaws) and the value of the Co-owner's vote at meetings of the Association and the undivided interests of the Co-owner in the Common Elements.

ARTICLE VII EASEMENTS

Section 1. Easements for Encroachment and Utilities. If any improvements serving a Unit encroach upon a Common Element, a valid easement for the encroachment shall exist so long as the encroachment exists, except to the extent limited by Section 40 of the Condominium Act. There are easements to, through and over the entire Condominium, including all of the land, for the continuing maintenance, repair and replacement of all utilities in the Condominium.

Section 2. Association's Right to Grant Easements. The Association's 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. The Association further has the right to dedicate all streets and all utilities and utility easements located within the Condominium to the public for such consideration as the Board of Directors shall determine in its discretion.

Section 3. Association and Utility Company Easements. 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, the Residence exterior, or 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, the Residence exterior, or any improvements, landscaping 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, the Residence exterior, their 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 any Co-owner or any other person in trespass or in any other form of action for the exercise of rights pursuant to 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. Road Improvement Special Assessment. Upon approval by the affirmative vote of not less than 51% of all Co-owners in good standing, the Association shall be vested with the power and authority to sign petitions requesting establishment of a municipal special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium. If a special assessment road improvement project is established, Co-owners shall equally bear the collective costs assessable to the Condominium.

Section 5. Planned Unit Development Agreement. The Condominium is subject to a Planned Unit Development Agreement executed on March 11, 2005, as amended by a First Amendment to Planned Unit Development, which contain certain development, construction and use restrictions or requirements that are binding on the Condominium and Co-owners to the extent applicable.

Section 6. Township Easements. There is a 30-foot easement in favor of the Township of Green Oak along the North property boundary lines for trails, as shown on the Condominium Subdivision Plan. The Township shall also have a permanent easement to construct, extend, enlarge or tie into the Township sewer system. The easement shall also be used for inspection, maintenance, and testing services. The right to use the easement is a condition of installation of the wastewater treatment system; the Township shall restore any areas of the Condominium disturbed by the Township to like condition as existed prior to commencement of the Township's construction or maintenance activities.

Section 7. Emergency and Public Service Vehicle Access Easements. There shall exist for the benefit of the Township of Green Oak 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 Livingston County Register of Deeds:

Section 1. Association Amendments. The Association acting through its Board of Directors may make and record with the County 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 with the County 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 (2/3^{rds}) 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, 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. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act. Units may be subdivided and consolidated, and boundaries relocated, as provided in Sections 47 and 48 of the Condominium Act; provided that any subdivision must first be approved by the Township of Green Oak.

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

Stone Ridge Condominium Homeowners Association Inc., a Michigan Nonprofit Corporation

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)
) SS:
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, the President of Stone Ridge Condominium Homeowners Association Inc., a Michigan Nonprofit Corporation, on behalf of the Corporation.

, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires:

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

**SECOND AMENDED AND RESTATED AMENDED AND RESTATED MASTER DEED OF
STONE RIDGE SITE CONDOMINIUM**

TABLE OF CONTENTS

ARTICLE I	TITLE AND NATURE	2
Section 1.	Condominium Name and Subdivision Plan Number	2
Section 2.	Units and Co-owner Rights of Access to Common Elements	2
Section 3.	Voting	2
ARTICLE II	LEGAL DESCRIPTION	2
ARTICLE III	DEFINITIONS	3
Section 1.	General Description of Terms Used	3
Section 2.	Number and Gender of Words	4
ARTICLE IV	COMMON ELEMENTS	5
Section 1.	Common Elements	5
Section 2.	Responsibility	6
ARTICLE V	USE OF UNITS AND COMMON ELEMENTS	9
ARTICLE VI	UNIT DESCRIPTION AND PERCENTAGE OF VALUE	9
Section 1.	Unit Description	9
Section 2.	Percentage of Value	9
ARTICLE VII	EASEMENTS	10
Section 1.	Easements for Encroachment and Utilities	10
Section 2.	Association's Right to Grant Easements.....	10
Section 3.	Association and Utility Company Easements.....	10
Section 5.	Planned Unit Development Agreement.....	11
Section 6.	Township Easements.	11
Section 7.	Emergency and Public Service Vehicle Access Easements	11
ARTICLE VIII	AMENDMENTS	11
Section 1.	Association Amendments.	11
Section 2.	Co-owner Approval	12
Section 3.	Mortgagee Consent	12
Section 4.	Modification of Units, Common Elements and Percentage of Value	12
Section 5.	Amendments for Secondary Mortgage Market Purposes.....	12