



**AMENDED AND RESTATED MASTER DEED
RIVERSIDE PARK PLACE**

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This Amended and Restated Master Deed (“Master Deed”) is made and executed on this 13th day of March, 2019, by RIVERSIDE PARK PLACE CONDOMINIUM ASSOCIATION, A Michigan non-profit corporation, hereinafter referred to as “Association”.

WHEREAS, the Association desires to amend its governing documents by the recording of this Amended and Restated Master Deed, together with the Condominium Bylaws attached hereto as Exhibit “A” which is hereby incorporated by reference and made a part hereof regarding the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto which was previously established as a residential Condominium Project under the provisions of the Act, by the recording of a Master Deed and Bylaws dated December 1, 1977, and, recorded at Liber 1628, P. 148, et seq.; 1st Amendment to Master Deed recorded on December 29, 1978 at Liber 1689, Pg. 193; 2nd Amendment to Master Deed recorded on April 25, 1983 at Liber 1872, Pg. 430; 3rd Amendment to Master Deed recorded on October 19, 1990 at Liber 2446, Pg. 919; 3rd Amendment to Master Deed re-recorded on August 30, 1991 at Liber 2531, Page 103; 4th Amendment to Master Deed recorded on April 15, 1992 at Liber 2610, Pg. 242; 3rd Amendment to Master Deed was recorded in error and should have been the 5th Amendment on November 15, 1993 at Liber 2889, Pg. 168; 5th Amendment to Master Deed recorded December 19, 1993 at Liber 2889, Page 168; 5th Amendment to Master Deed re-recorded on December 29, 1993 at Liber 2915, Page 332 to correct the mis-numbering of the Amendment labeled as the 3rd Amendment recorded on August 30, 1991 at Liber 2531, Page 103; 6th Amendment to Master Deed recorded on September 4, 1998 at Liber 3753, Page 427, and the 7th Amendment to Master Deed recorded on May 15, 2018 at Liber 5257, Page 324, Washtenaw County Records,

WHEREAS, amendments to the Master Deed and the Condominium Bylaws (Exhibit A to the Master Deed, were duly proposed, adopted and approved by the requisite majority of co-owners and mortgagees entitled to vote thereon in accordance with the provisions of Article VII of the Master Deed,

NOW, THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of Riverside Park Place as a Condominium Project under the Michigan Condominium Act and does declare that Riverside Park Place (hereinafter referred to as the “Condominium”, the “Project” or the “Condominium Project”), shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits “A” hereto

Time Submitted for Recording
Date 3-19-2019 Time 1:16pm
Lawrence Kestenbaum
Washtenaw County Clerk/Registrar

and the original Exhibit B to the Master Deed, as appears of record in Liber 1628, Page 148 Washtenaw County Records, as amended, all of which shall be deemed to bind and run with the land and shall continue to be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Riverside Park Place, a condominium, Washtenaw County Condominium Subdivision Plan No. 36. The architectural plans for the project were approved by the City of Ann Arbor, Michigan. The Condominium Project is established in accordance with the Michigan Condominium Act. The building, units, carports and garages contained in the Condominium, including the number, boundaries, dimensions, and area of each unit, carport and garage therein as set forth completed in the Condominium Subdivision Plan attached as Exhibit "B" to the original Master Deed, as amended. The building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to common elements of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit, carport and garage, if any, and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which constitutes the condominium project established by this Master Deed is particularly described as follows:

Lots 1 to 6 inclusive. Assessor Plat Number 32, City of Ann Arbor Washtenaw County, Michigan, according to the plat thereof recorded in Liber 9 of Plats on Page 45, Washtenaw County Records.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibit "A" hereto and Exhibit "B" attached to the original Master Deed, 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 Riverside Park Place Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interest in Riverside Park Place, as a condominium. Wherever used in such documents or any other pertinent instruments, terms set forth below shall be defined as follows:

- (a) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

- (b) "Association" shall mean the non-profit corporation organized under Michigan law of which all co-owners shall be members which corporation shall administer, operate, manage, and maintain the Condominium. Any action required of or permitted to the Association shall be exclusively exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- (c) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 3 (4) of the Act to be recorded as part of the Master Deed.
- (d) "Association Bylaws" means the corporate Bylaws of Riverside Park Place Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium which are included in Exhibit A hereto.
- (e) "Apartment", "suite", or "unit" each mean the enclosed space constituting a single complete residential unit in Riverside Park Place as such space may be described on Exhibit "B" to the original Master Deed, and shall have the same meaning as the term "apartment" as defined in the Act.
- (f) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" hereto and Exhibit "B" attached to the original Master Deed, the Articles of Incorporation and the Rules and Regulations, if any, of the Association.
- (g) "Condominium Project", "Condominium" or "Project" means Riverside Park Place as an approved condominium Project established in conformity with the provisions of the Act.
- (h) "Condominium Subdivision Plan" means Exhibit "B", as attached to the original Master Deed, as amended.
- (i) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "owner" wherever used, shall be synonymous with the term "co-owner".
- (j) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to Riverside Park Place as described above.
- (k) "Common Elements", where used without modification, shall mean both the general and limited common elements described in Article IV hereof.

- (l) "Developer" shall mean Products Incorporated, a Michigan corporation, which made and executed the original Master Deed, and its successors and assigns.
- (m) 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.
- (n) "Garage" shall mean each individual partially enclosed space constituting a place for the parking of one automobile, located on the lower level of the building as such space may be described on Exhibit "B" to the original Master Deed, as amended.
- (o) "Carport" shall mean each individually roofed parking space constituting a place for the parking of one automobile, located within the parking area on the east and west sides of the building, as such carports may be described on Sheet 3 of Exhibit "B" to the Master Deed, as amended.

ARTICLE IV

COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached to the original Master Deed, as amended; and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

- A. The general common elements are:
 - 1. The land described on page two of this Master Deed, including driveways, roads and sidewalks, and any exterior parking spaces; provided, however, that the Association may permanently assign exterior parking spaces to co-owners, as limited common elements for use as roofed carports, on such basis as it shall, from time to time, deem appropriate;
 - 2. The electrical wiring network throughout the project including that contained within unit walls up to the point of connection with individual circuit box within any unit;
 - 3. The telephone wiring network and intercom system throughout the project;
 - 4. The ventilating system, including kitchen and bathroom vents, heat wheel and related equipment, throughout the project up to each point of entry into a unit;

5. The potable water plumbing network throughout the project including that contained within unit walls and floors, up to the point of connection with shut-off valves for each individual fixture within any unit, except that the Association shall not be responsible for the maintenance, repair or replacement of each unit's hot water heater;
6. The waste water distribution system, sanitary sewer system and storm drainage system throughout the project up to the point of connection in the kitchen and bathroom. The Co-owner is responsible for two kitchen connections. The Co-owner is responsible from the "T" inward and the Association is responsible for the common stack. The Co-owner is responsible for the bathroom sanitary drain from the trap to the bathtub, including the trap. The Association is responsible for the bathroom common stack and sanitary drain up to the point of connection with the trap to the bathtub and sink, but not including the trap.
7. Foundations, supporting columns, unit and garage perimeter walls (including windows and doors therein), roofs, ceilings (including balcony ceilings), and all floors between unit levels and below garages and chimneys;
8. The swimming pool and surrounding deck area;
9. The basement (but not garages or storage areas) and all of the rooms and equipment contained in the basement;
10. The elevators, vestibules, lobby, corridors, and stairs;
11. The fire alarm system and individual unit fire dampers;
12. Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of an apartment, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. The limited common elements are:

1. The interior surfaces of apartment, carport and garage perimeter walls (including windows and doors therein), ceilings and floors contained within an apartment, carport or garage shall be subject to the exclusive use and enjoyment of the co-owner of such apartment;
2. Thermostats and controls (relays), baseboard heaters and wall mounted air conditioning units shall be subject to the exclusive use and enjoyment of the co-owner of such apartment;

3. Each individual balcony in the project is restricted in use to the co-owner of the apartment which opens into such balcony as shown on Exhibit "B" to the original Master Deed, as amended;
4. Each storage area in the condominium is assigned to the exclusive use of an individual co-owner to the effect that the co-owners of each unit shall have one assigned storage area. The assignments of storage areas shall be kept in a register to be maintained by the condominium association. Storage areas may be reassigned from time to time provided that any co-owner affected by the reassignment consents thereto in writing. The assignment of storage areas need not be recorded in any register of deeds.
5. Garages shall be limited common elements assigned or re-assigned to the co-owners of certain units, according to the schedule shown in Article V below. No more than one garage may be assigned to an individual unit. Grandfathering of Unit 8A: this unit has two garages and may continue as an exception to this restriction. This grandfathering provision shall expire at the time of the first sale or transfer of title for Unit 8A at which time the Association will purchase the non-conforming garage from the Co-owner for fair market value.
6. Each carport in the Project is limited in use to that apartment assignment as shown in Article V below. No more than one carport may be assigned to an individual unit.

The costs of maintenance, repair and replacement of all general and limited common elements described above shall be borne by the Association except that the and the costs of decoration and maintenance (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV B 1 shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant and the costs of maintenance, repair and replacement of all items referred to in Article IV B 2 shall be borne by the co-owner of each apartment serviced by those items.

No co-owner shall use his apartment or garage or the common elements in any manner inconsistent with the purposes of the project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his apartment or the common elements.

ARTICLE V

APARTMENT DESCRIPTION AND PERCENTAGE OF VALUE

- A. Each apartment, each carport and each garage in the Project is described in this paragraph with reference to the Subdivision and Site Plan of Riverside Park Place as surveyed by Robert Shanayda and attached to the original Master Deed as Exhibit "B" as amended. Each apartment shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" as attached to the original Master Deed as amended and delineated with heavy outlines. Each garage shall include all that space contained within the ceiling and lower level floor and within the interior garage door and walls, if any, all as shown on Exhibit "B" as attached to the original Master Deed as amended. Each carport shall include all that space contained within the ceiling and parking lot surface covering an area of nine (9) by eighteen (18) feet, as shown on Exhibit "B" as attached to the original Master Deed as amended.
- B. The percentage of value assigned to each apartment, carport and garage is set forth in subparagraph C below. The percentage of value assigned to each apartment, carport and garage shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration and the value of such co-owner's vote at meetings of the Association of co-owners. The total value of the Project is 100, the percentage of value allocated to an apartment may be increased only with the consent of all the affected co-owners expressed in an amendment to this Master Deed, duly approved and recorded.
- C. Set forth below are:
1. Each condominium number as it appears on the Condominium Subdivision Plan.
 2. Each carport number as it appears on the Condominium Subdivision Plan.
 3. Each garage number as it appears on the Condominium Subdivision Plan.
 4. The percentage of value assigned to each apartment, carport (0.059% each) and garage (0.108% each).

Condominium Number, Unit	Unit Percentage of Value	Garage No.	Carport No	Garage/Carport Percentage of Value	Total Percentage of Value
1 - 1F	0.982		21	0.059	1.041
2 - 1A	1.859		15	0.059	1.918
3 - 1B	1.036		10	0.059	1.095
4 - 1C	1.465		24	0.059	1.524
5 - 1D	1.716		14	0.059	1.775
6 - 1E	0.999		2	0.059	1.058
7 - 2F	1.537	22		0.108	1.645
8 - 2A	1.895	12		0.108	2.003
9 - 2B	1.045		19	0.059	1.104
10 - 2C	1.465	7		0.108	1.573
11 - 2D	1.751	13		0.108	1.859
12 - 2E	1.487		26	0.059	1.546
13 - 3F	1.554		1	0.059	1.613

14 – 3A	1.919	2		0.108	2.027
15 – 3B	1.057		23	0.059	1.116
16 – 3C	1.483		35	0.059	1.542
17 – 3D	1.773		31	0.059	1.832
18 – 3E	1.5		38	0.059	1.559
19 – 4F	1.572		37	0.059	1.631
20 – 4A	1.941	16		0.108	2.049
21 – 4B	1.071		11	0.059	1.130
22 – 4C	1.5		22	0.059	1.559
23 – 4D	1.809		33	0.059	1.868
24 – 4E	1.522		25	0.059	1.581
25 – 5F	1.593		8	0.059	1.652
26 – 5A	1.966	1		0.108	2.074
27 – 5B	1.082		17	0.059	1.141
28 – 5C	1.519	11		0.108	1.627
29 – 5D	1.830		34	0.059	1.889
30 – 5E	1.544		13	0.059	1.603
31 – 6F	1.615	10		0.108	1.723
32 – 6A	1.995	5		0.108	2.103
33 – 6B	1.092		9	0.059	1.151
34 – 6C	1.537		32	0.059	1.596
35 – 6D	1.852	18		0.108	1.960
36 – 6E	1.561		27	0.059	1.620
37 – 7F	1.644		5	0.059	1.703
38 – 7A	2.034	24		0.108	2.142
39 – 7B	1.103		4	0.059	1.162
40 – 7C	1.554	21		0.108	1.662
41 – 7D	1.873	17		0.108	1.981
42 – 7E	1.587		18	0.059	1.646
43 – 8F	1.669		20	0.059	1.728
44 – 8A	20.66	19, 23		0.215	2.281
45 – 8B	1.121		30	0.059	1.180
46 – 8C	1.580		36	0.059	1.639
47 – 8D	1.895		29	0.059	1.954
48 – 8E	1.615		28	0.059	1.674
49 – 9F	1.690		16	0.059	1.749
50 – 9A	2.102	4		0.108	2.210
51 – 9B	1.139		6	0.059	1.198
52 – 9C	1.604	14		0.108	1.712
53 – 9D	1.923	3		0.108	2.031
54 – 9E	1.636		3	0.059	1.695
55 – 10F	1.751		12	0.059	1.810
56 – 10A	2.135	8		0.108	2.243
57 – 10B	1.157	9		0.108	1.265
58 – 10C	1.644	6		0.108	1.752
59 – 10D	1.966	20		0.108	2.074
60 – 10E	1.680		7	0.059	1.739
Assn. total				4.708	100.00

ARTICLE VI

EASEMENTS

In the event any portion of any apartment or garage or common element encroaches upon another apartment or common element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any unit or garage interior wall which supports a common element.

ARTICLE VII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to the original Master Deed) may be amended with the consent of sixty-six and two thirds (66 2/3%) percent of the co-owners except as hereinafter set forth:

- A. No unit dimensions may be modified without the written consent of the co-owner of such unit, nor may the nature or extent of limited common elements be modified without the written consent of the co-owner of any unit to which the same are appurtenant.
- B. The Association reserves the right to amend the condominium documents 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.
- C. Notwithstanding any provision of the condominium documents to the contrary, first mortgagees are entitled to vote on amendments to the condominium documents (allowing one vote for each mortgage held) only under the following circumstances:
 1. Termination of the condominium project.
 2. A change in the method or formula used to determine the percentage of value assigned to a unit subject to the mortgagee's mortgage.
 3. A reallocation of responsibility for maintenance, repair, replacement, or decoration for a condominium unit, its appurtenant limited common elements, or the general common elements from the association of co-owners to the condominium unit subject to the mortgagee's mortgage.
 4. Elimination of a requirement for the association of co-owners to maintain insurance on the project as a whole or a condominium unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance

from the association of co-owners to the condominium unit subject to the mortgagee's mortgage.

- 5. The modification or elimination of an easement benefitting the condominium unit subject to the mortgagee's mortgage.
 - 6. The partial or complete modification, or removal of leasing restrictions for condominium units in the condominium project.
 - 7. The modification of the method or formula used to determine the percentage of value of units in the project other than for voting purposes.
- D. The condominium project may not be terminated, vacated, revoked or abandoned without the written consent of ninety-five (95%) percent of all co-owners and all mortgagees (allocating one vote for each mortgage held).

RIVERSIDE PARK PLACE
CONDOMINIUM ASSOCIATION

By: [Signature]
Fritz C. Hyde IV, Its President

STATE OF MICHIGAN) ss.
COUNTY OF MIDLAND)

On this 13th day of March, 2019, the foregoing Amended and Restated Master Deed was acknowledged before me, by Fritz C. Hyde IV, President of Riverside Park Place Condominium Association, a Michigan non-profit corporation, on behalf of the Association.

**DRAFTED BY AND WHEN
RECORDED RETURN TO:**

✓ EDWARD J. ZELMANSKI (P30530)
ZELMANSKI, DANNER & FIORITTO, PLLC
44670 ANN ARBOR RD., STE. 170
PLYMOUTH, MI 48170
(734) 459-0062

[Signature]
LOWELL FRIEDLE, Notary Public
State of Michigan, County of MIDLAND
My commission expires: 4-10-2023
Acting in the County of MIDLAND

