

**SECOND AMENDED AND RESTATED MASTER DEED OF
297 CLAY CONDOMINIUM
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)
MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 10**

This Second Amended and Restated Master Deed of 297 Clay Condominium is made and executed this 28th day of November, 2016, by 297 Clay Condominium Owners Association, a Michigan nonprofit corporation (the "Association"), represented herein by Janet S. Thomas, the President of the Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Condominium Act").

The Association desires by recording this Second Amended and Restated Master Deed to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a condominium project under the provisions of the Condominium Act. The Amended and Restated Master Deed for 297 Clay Condominium, recorded in Liber 1519, Pages 262 et seq., along with the "Second Amendment to Master Deed", recorded in Liber 3013, Page 743 (and which was previously eliminated by the Declaration Regarding Master Deed recorded in Liber 3832, Page 649), Amendment to Bylaws of the Condominium of 297 Clay recorded in Liber 3844, Pages 581 et seq., Amendment to Bylaws of the Condominium of 297 Clay recorded in Liber 3896, Pages 404 et seq., Amendment to Bylaws of the Condominium of 297 Clay recorded in Liber 4039, Pages 87 et seq., Amendment to Bylaws of the Condominium of 297 Clay recorded in Liber 4052, Pages 201 et seq. and Amendment to Bylaws of the Condominium of 297 Clay recorded in Liber 4072, Pages 61 et seq. Muskegon County Records, as well as any unrecorded Association Bylaws, are superseded by this Second Amended and Restated Master Deed of 297 Clay Condominium (except for the Condominium Subdivision Plan (defined below) attached to the Amended Master Deed as Exhibit B).

NOW THEREFORE, the Association does, upon the recording of this Second Amended and Restated Master Deed, reaffirm the establishment of 297 Clay Condominium as a Condominium under the Condominium Act and does declare that 297 Clay 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 Second Amended and Restated Master Deed and Exhibits A and B applicable to this , all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and

assigns, and any persons acquiring or owning an interest in such real property, their grantees successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as 297 Clay Condominium, Muskegon County Condominium Subdivision Plan No. 10. The Condominium is established in accordance with the Condominium Act. The Condominium consists of 38 Units, numbered as provided in Article VI herein.

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 Second Amended and Restated Master Deed and the Condominium Documents.

Section 3. Voting. Co-owners shall have voting rights in 297 Clay Condominium Owners Association as set forth herein, in the Amended and Restated Condominium Bylaws, and in the Association's Restated Articles of Incorporation.

ARTICLE II LEGAL DESCRIPTION

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

Lots 4, 5 and 6 and part of the vacated alley, contiguous thereto, Block 328, Revised Plat (of 1903) of the City of Muskegon, Section 19, Town 10 North, Range 16 West, as recorded in Liber 3 of Plats, Page 71, Muskegon County, Michigan, being more particularly described as: beginning at the most Westerly corner of said Lot 6; thence North 50°58'28" East, 198.72 feet along the Southeasterly line of Clay Avenue (66.00 feet wide); thence South 39°00'57" East 151.29 feet along the Northeasterly line and the Northeasterly line extended of said Lot 4; thence South 50°56'55" West 83.70 feet along the centerline of said vacated alley; thence North 39°05'20" West 9.00 feet along the Easterly line of the Westerly 114.83 feet of said Block 328; thence South 50°56'55" West 114.83 feet along the Southerly line of the Northerly 1.00 feet of said vacated alley; thence North 39°05'20" West 142.38 feet along the Northeasterly line of Second Street (66.00 feet wide) to the PLACE OF BEGINNING.

Subject to all easements of record.

ARTICLE III DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Second 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 297 Clay Condominium Owners Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in 297 Clay Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Second 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" 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.

C. "Second 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 297 Clay Condominium Owners 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. "Association Bylaws" or "Corporate Bylaws" refers to those portions of the Amended and Restated Condominium Bylaws pertaining to the operation of the Association as a Michigan nonprofit corporation.

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

G. "Condominium Documents" means and includes this Second 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.

H. "Condominium" means 297 Clay Condominium as a Condominium established in conformity with the provisions of the Condominium Act.

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

J. "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, including, but not limited to Residential Co-owners. Both land contract vendees and vendors shall be considered Co-owners and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Condominium Act.

K. "Developer" refers to Clayhouse Associates Limited Partnership, a Michigan limited partnership, which made and executed the Amended Master Deed.

L. "First Floor Units" means Units 101, 103 and 104 reserved for residential, commercial or office use subject to the terms and conditions of the Amended and Restated Bylaws.

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

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

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

P. "Residential Co-owner" means a Co-owner of a Residential Unit.

Q. "Residential Units" means those Units reserved for residential use.

R. "Unit" means a single Unit in 297 Clay Condominium, as such is described in Article VI of this Second 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 any and 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 of the Condominium are described in the Condominium Subdivision Plan and as follows:

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

(1) Land. The land described in Article II of this Second Amended and Restated Master Deed, including driveways, ramps, sidewalks, carports and parking spaces, all to the extent not designated as Limited Common Elements or preserved by the Association for individual use by the duly adopted rules and regulations of the Association;

(2) Electrical. The electrical wiring throughout the Condominium including that contained within Unit walls, up to the point of connection with, but not including, the electrical meter for each Unit, together with common lighting for the Condominium;

(3) Telephone. The telephone system throughout the Condominium up to the point of entry to each Unit;

(4) 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;

(5) Water. The water distribution system throughout the Condominium;

(6) Sanitary Sewer. The sanitary sewer system throughout the Condominium;

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

(8) Gas. The gas line network throughout the Condominium, including that contained in any Unit walls, up to the point of connection with the gas meter for each Unit;

(9) Telecommunications. The telecommunications system throughout the Condominium up to, but not including, connections to provide service to individual Units;

(10) Construction. Foundations, supporting columns, Unit perimeter walls (including windows, doors, air intake funnels, and heating ducts therein therein), roofs, ceilings, ground level construction, and floor construction between Unit levels;

(11) Sprinkling System. The sprinkling system throughout the Condominium, including water lines, valves, sprinkler heads, timers, pumps, electrical equipment and other appurtenances;

(12) Common Signage. All signage identifying the Condominium and located within the Condominium including that located at the entrance of the Condominium;

(13) Common Rooms. The entrance lobbies, the common storage room (subject to storage cages preserved by the Association for individual use by duly adopted rules and regulations of the Association), common mechanical room, common game room, swimming pool, office, elevator, hallways, stairways and roof, all as identified on Exhibit B;

(14) Laundry Room. The laundry room, and any washing machines, dryers, tubs and other equipment therein.

(15) Fitness Room. The fitness room and all fitness equipment therein.

(16) 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 shall be 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 shall be 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) Interior Surfaces. The interior surfaces of Unit perimeter walls (including windows and doors therein) and the interior surfaces of the ceilings and floors contained within a Unit;

(2) Decks. Individual decks appurtenant to Units as more particularly identified in Exhibit B;

(3) Chimneys and Fireplaces. Chimneys, fireplaces, flues, and fireplace combustion chambers constructed as of the recording of this Second Amended and Restated Master Deed;

(4) Heat Pumps and Air Conditioning Compressors. Individual heat pumps and air conditioner compressors restricted in use to the Co-owner of the Unit serviced thereby.

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 and replacement of the Units and Common Elements comprising the Condominium are as follows:

A. Co-owner Responsibilities:

(1) Unit and Certain Common Elements. Except as provided in Section 2B below and regardless if the same is damaged as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair or replacement responsibilities, 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 lines, wires, outlets, switches, boxes, circuit breakers, panels, fixtures and serving the individual Unit from the point of connection with, and including, the electrical circuit breaker panel for the Unit;

(b) Water lines, pipes, valves and fixtures serving an individual Unit downstream from the water shut-off valve servicing an individual Unit, but specifically excluding any mains or lines running through the Unit to serve other Units or the General Common Elements. The water shut-off valve servicing an Individual Unit shall also be the responsibility of the Co-owner whose Unit is serviced by such valve;

(c) All drain lines and traps within a Unit;

(d) Heat pumps and their related ductwork, equipment and accessories;

(e) Windows, including their storms, screens, locks, hardware, thresholds, sills and weather stripping;

(f) Drywall repair, replacement, maintenance and painting;

(g) Decks and all improvements located on or related to the deck including railings, decking, joists and posts;

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

(i) Appliances and equipment within the Unit and supporting hardware and equipment including, but not limited to, humidifiers, air cleaner, any personal alarm system, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans and related ductwork located within the Unit, , fireplaces, flues, fireplace combustion chambers and dampers;

(j) Interior surfaces referred to in Article IV, Section 1(B)(1);

(k) 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, shall not be considered Common Elements in any case and, except as the Board determines otherwise in writing, shall be 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 borne by the Co-owner. Co-owners shall not alter, replace, remove, paint, decorate or change the exterior of a Unit or any exterior appendage including, without limitation, decks, air conditioning units, windows, Unit entry doors, whether exclusively used by the Co-owner or otherwise, without first obtaining the Board's prior written consent pursuant to Article VI of the Condominium Bylaws. Said consent of the Association shall be subject to the designation of the Condominium building as a historically significant structure.

(3) Fireplace Use. The Board of Directors may adopt rules and regulations governing the use, operation and cleaning of fireplaces, including, but not limited to, regular chimney cleaning.

(4) Co-owner Fault. Subject to the provisions of Article VI, Section 14 of the Amended and Restated Condominium Bylaws, any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional 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 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.

(5) 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) 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.

(2) Unauthorized Repair. The Association shall not be obligated to reimburse any Co-owner for repairs made or contracted for by the Co-owner, except as provided in the sole discretion of the Board of Directors in accordance with its duly adopted Rules and Regulations. Co-owners seeking reimbursement from the Association for any maintenance or repair expenses Association with a Common Element over which the Association has responsibility under this Second Amended and Restated Master Deed shall be required to use pre-approved contractors identified in the Rules and Regulations of 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. All commonly metered utilities shall be paid by the Association as an expense of administration.

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 Muskegon, 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 297 Clay Condominium (previously known as the Clayhouse Building Condominium) as prepared by Moore & Bruggink, Consulting Engineers. Each Unit shall include all that space contained within the horizontal and vertical planes as shown on the floor plans and sections in Exhibit B and delineated with heavy outlines. The architectural plans and specifications on file with the City of Muskegon.

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 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 Second 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, except for

votes required to be taken by number and value. The total percentage value of the Condominium is one hundred percent (100%). The percentage of value assigned to each Unit is based on the fraction of the floor space contained in each such Unit as set forth in Exhibit B to the total square footage of floor space in all Units of the Condominium. The Units and their associated percentages of value are as follows:

<u>Unit</u>	<u>Apartment Number</u>	<u>Percentage of Value</u>
101	101	.03676
102	102	.03175
103	103	.02467
104	106	.04550
105	105	.03051
106	104	.02644
107	107	.01456
201	201	.03225
202	202	.02532
203	203	.03170
204	204	.02818
205	205	.03215
206	206	.01958
207	207	.02968
208	208	.02011
209	209	.02118
210	210	.02838
211	211	.02182
212	212	.01616
213	213	.03138
214	214	.02910
215	215	.01934
301	301	.03225
302	302	.02913
303	303	.02748
304	304	.02638
401	401	.03225
402	402	.02112
403	403	.02338
404	404	.02342
405	405	.02391
406	406	.02391
407	407	.02348
408	408	.01499
409	409	.01563
410	410	.02600
411	411	.02913
412	412	.03102

ARTICLE VII EASEMENTS

Section 1. Easements for Encroachment, Utilities and Support.

A. In the event any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Condominium Act.

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

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

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements and licenses over or through any portion of any General Common Elements for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all utilities and utility easements located within the Condominium to the public for such consideration as the Board of Directors shall determine in its discretion.

Section 3. Association's Easement for Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain their Unit or any 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, as required by the Condominium Documents, to properly and adequately maintain, decorate, repair, replace or otherwise keep their Unit or any improvements or appurtenances located 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 by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, shall be receipts of administration of the Condominium within the meaning of the Condominium Act and shall be paid over to and shall be the property of the Association.

Section 5. Emergency and Public Service Vehicle Access Easements. There shall exist for the benefit of the City of Muskegon 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 as well as over and in all General Common Element entryways, hallways and lobbies. 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 Second 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.

Section 1. Association Amendments. The Association acting through its Board of Directors may make and record amendments to this Second 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 herein and subject to Section 2 below, the Association may make and record amendments to this Second Amended and Restated Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds ($2/3^{\text{rds}}$) of the Co-owners in good standing as of the record date for such vote, which shall be 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 ($2/3^{\text{rds}}$) 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 Second 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 Section 48 of the Condominium Act.

Section 5. Amendments for Secondary Mortgage Market Purposes. The Association may amend this Second 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 Second Amended and Restated Master Deed to be executed the day and year first above written

297 Clay Condominium Owners Association, a Michigan Nonprofit Corporation

By: _____
Name: Janet S. Thomas
Title: President

STATE OF MICHIGAN)
) ss:
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 28th day of November, 2016 by Janet S. Thomas, the President of 297 Clay Condominium Owners Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

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

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

Document when recorded return to:
Paul A. Wright
297 Clay Condominium Owners Association, Inc.
297 W. Clay Avenue #500
Muskegon, MI 49440