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CERTIFICATION DOES NOT REFLECT
POSSIBLE HOMESTEAD DENIAL.

Lori D. Jarvis Register Of Deeds

Berrien County, Michigan

Rec \$175.00 Recorded
Remon \$4.00 MAY 23, 2013 04:39:29 PM
Tax Cr \$1.00 Liber 0007 Page 0107 - 0162

Receipt # 172072 CONDO #2013055039



Liber 0007 Page 0107



I HEREBY CERTIFY, That there are no Tax Liens or Titles held by the State or any individual against the within description and all Taxes on same are paid for five years previous on the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection. Also except, Deferred Special Assessments, if any, under Act No. 225, Public Apts of 1976, as amended, and any Specific Tax. (I.E. Enterprise Zone)

Date MAY 23 2013

Bret Warkowski
Berrien County Treasurer

No. 76109

Meisner Law Group

11-62-7400
11-62-7401

11-62-7403
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11-62-7405
SRB

THE MOORINGS

AMENDED, RESTATED, SUPERSEDING AND CONSOLIDATED MASTER DEED

This Amended, Restated, Superseding and Consolidated Master Deed is made and executed on this 16th day of May 2013, by **THE MOORINGS ASSOCIATION** (the "Association"), a Michigan nonprofit corporation, whose address is 310 Oselka Drive, Suite 256, New Buffalo, Michigan 49117, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, The Moorings was established by the Master Deed, together with the Bylaws attached thereto as Exhibit "A" and the Condominium Subdivision Plan attached thereto as Exhibit "B", recorded with the Berrien County Register of Deeds in Liber 7 of Condominiums, Page 1, as amended by: First Amendment recorded in Liber 7, Page 49; Second Amendment recorded in Liber 7, Page 67; Third Amendment recorded in Liber 7, Page 73; Fourth Amendment recorded in Liber 7, Page 85; Fifth Amendment recorded in Liber 7, Page 92; Sixth Amendment recorded in Liber 7, Page 99; and Seventh Amendment recorded in Liber 7 of Condominiums, Page 101; (the foregoing Master Deed, as amended, is referred to herein as the "Original Master Deed").

WHEREAS, the Original Master Deed established the real property described in Article II, below, together with the improvements located thereon, and the appurtenances thereto, as a non-residential Condominium under the provisions of the Act.

WHEREAS, the Association desires, by recording this Amended, Restated, Superseding and Consolidated Master Deed (hereinafter sometimes this "Master Deed"), together with the Amended and Restated Bylaws attached hereto as Exhibit "A"

Berrien County Register of Deeds
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and together with the Condominium Subdivision Plan attached to the Original Master Deed as Exhibit "B", both of which are incorporated herein by reference and made a part hereof, to re-establish the real property described in Article II, below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium under the provisions of the Act.

NOW, THEREFORE, the Association does, upon the recording hereof, confirm the establishment of The Moorings as a Condominium under the Act and does redeclare that The Moorings (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Act, and as same may be amended, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, and in the Bylaws attached to this Master Deed as Exhibit "A", and the Condominium Subdivision Plan attached as Exhibit "B" to the Original Master Deed, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as The Moorings, Berrien County Condominium Subdivision Plan No. 7. The Condominium is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, and the designation of Common Elements as General Common Elements or Limited Common Elements are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" to the Original Master Deed and/or in Article IV of this Master Deed. Each Unit is for boat dockage, and each Unit is capable of individual utilization on account of having its own access from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium established by this Master Deed is particularly described as follows:

That part of fractional Section 9, Township 8 South, Range 21 West, City of New Buffalo, Berrien County, Michigan, described as follows: Commencing at the Easterly most corner of Lot 16, Block 1, of the recorded plat of "SUNSET SHORES NO. 1" of said City of New Buffalo; thence North 59° 15' East on the Northerly line of Water Street 693.50 feet to a point which is 33.00 feet North 59° 15' East and 66.00 feet North 30° 45' West of the most Northerly corner of Block "F" of the recorded plat of West Addition to the Village, now City of New Buffalo; thence North 30° 45' West 31.92 feet to the true place of beginning of the land herein described; thence continuing North 30° 45' West 100.08 feet; thence South 59° 15' West 36.26 feet; thence North 32° 56' 40" West 18.65 feet; thence South 58° 35' 50" West 46.50 feet; thence North 31° 24' 30" West 341.30 feet; thence North 58° 35' 50" East 9.15 feet; thence North 30° 16' West 36.70 feet; thence North 59° 44' East 5.05 feet; thence North 30° 16' West 18.95 feet; thence North 59° 44' East 5.10 feet; thence North 30° 16' West 48.70 feet; thence North 58° 28' East 36.35 feet; thence North 30° 16' West 8.00 feet; thence North 22° 11' 30" East 21.13 feet; thence North 30° 16' West 48.34 feet; thence North 5° 00' East 63.00 feet; thence North 48° 15' East 378.16 feet; thence South 31° 15' 30" East 721.31 feet; thence North 33° 13' 30" East 42.60 feet; thence North 47° 28' 30" East 30.82 feet; thence South 61° 16' 20" East 29.00 feet; thence North 47° 28' 30" East 30.82 feet; thence South 61° 16' 20" East 29.00 feet; thence South 30° 45' East 67.35 feet; thence South 59° 15' West 143.70 feet; thence North 30° 45' West 39.15 feet; thence South 58° 02' West 340.02 feet to the place of beginning. Also commencing at the Easterly most corner of Lot 16, Block 1, of the recorded plat of "SUNSET SHORES NO. 1"; thence North 59° 15' East on the Northerly line of Water Street, and vacated Water Street 1332.54 feet; thence North 31° 15' 30" West 35.44 feet to the true place of beginning of the land herein described; thence continuing North 31° 15' 30" West 649.93 feet; thence North 59° 15' East 357.32 feet; thence South 31° 15' 30" East 645.53 feet; thence South 58° 44' 30" West 267.99 feet; thence South 31° 15' 30" East 1.23 feet; thence South 58° 44' 30" West 89.33 feet to the place of beginning, containing approximately 12.95 acres total in both parcels, more or less, subject to the rights of the public and of any governmental unit in any part thereof taken, used, or deeded for street, road or highway purposes and all governmental limitations, and also subject to and together with the following easements all of which were recorded in Berrien County

Records:

(1) Utility Easements granted to the Indiana Michigan Power Company recorded in Liber 1002, Page 1131, Liber 1002, Page 1135, Liber 1018, Page 198, Liber 1094, Page 664, 1187, Page 560 and Liber 1187, Page 562; Pedestrian Easement recorded in Liber 1206, Page 936;

(2) Utility Easement recorded in Liber 1140, Page 777;

(3) Pedestrian Easement recorded in Liber 1177, Page 603;

(4) Vehicular Ingress-Egress Easement recorded in Liber 1178, Page 108;

(5) Easement (for boat traffic) recorded in Liber 1185, Page 1379;

(6) Parking Easement recorded in Liber 1185, Page 1381 Berrien County Records, as assigned to the Association by instrument recorded in Liber 1185, Page 1384;

(7) Agreement to Modify Easement recorded in Liber 1209, Page 1292, as amended by First Amendment recorded in Liber 2943, Page 1806.

(8) Pedestrian Easement recorded in Liber 1250, Page 10;

(9) Pedestrian Easement recorded in Liber 1206, Page 936;

(10) Easement Conveyance (Maintenance, Emergency Vehicles and Utilities) recorded in Liber 1445, Page 889;

(11) Agreement regarding Navigational Clearance recorded in Liber 1593, Page 746;

(12) Parking Easement Agreement recorded in Liber 1824, Page 246; and

(13) Memorandum of Agreement by and between the Association and Comcast of Indiana/Michigan/Pennsylvania, LLC recorded in Liber 2923, Page 1140.

ALSO, THE RIGHT TO USE FOR ROAD PURPOSES THAT PART OF FRACTIONAL Section 9, Township 8 South, Range 21 West, City of New Buffalo, Berrien County, Michigan, described as follows: Commencing at the Easterly most corner of Lot 16 of the recorded plat of "SUNSET

SHORES NO. 1" of said City of New Buffalo; thence North 59° 15' East on the Northerly line of Water Street 693.50 feet to the true place of beginning of the land herein described which is 33.00 feet North 59° 15' East and 66.00 feet North 30° 45' West of the Northerly corner of Block "F" of the unrecorded plat of West Addition to the Village, now City, of New Buffalo; thence North 30° 45' West 132.00 feet; thence South 59° 15' West 20.00 feet; thence South 30° 45' East 132.00 feet to the Northerly line of Water Street; thence North 59° 15' East on said Northerly line 20.00 feet to the place of beginning, containing 0.06 acres, more or less. Subject to the rights of the public and of any governmental unit in any part thereof taken, used, or deeded for street, road or highway purposes.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed, Exhibit "A" hereto, and Exhibit "B" 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 Moorings Association, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Moorings as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. American Arbitration Association. "American Arbitration Association" means the American Arbitration Association or its successor.

Section 3. Association. "Association" means The Moorings Association, which is the nonprofit 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 exercisable by its Board of Directors unless specifically reserved to the Co-owners by the Condominium Documents or the laws of the State of Michigan.

Section 4. Association's Property. "Association's Property" means all real and personal property owned by the Association from time to time.

Section 5. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of The Moorings Association, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 6. Bylaws. "Bylaws" means the Amended and Restated Bylaws attached as Exhibit "A" hereto as the same from time to time hereafter may be amended or amended and restated by an instrument duly executed and acknowledged in accordance with the Bylaws and the Act and recorded in the office of the Berrien County Register of Deeds, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 7. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 8. Condominium Documents. "Condominium Documents" wherever used means and includes this Master Deed, Exhibit "A" attached hereto, Exhibit "B" to the Original Master Deed, and the Articles of Incorporation, and rules and regulations, if any, of the Association as all of the same may be amended from time to time.

Section 9. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, the buildings, improvements and structures thereon, all easements, rights and appurtenances appertaining thereto and the Association's Property.

Section 10. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means The Moorings as a Condominium established in conformity with the provisions of the Act.

Section 11. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" attached to the Original Master Deed which is incorporated herein by reference thereto, as the same from time to time hereafter may be amended by one or more instrument(s) duly executed and acknowledged in accordance with the requirements of the Master Deed, the Act and other applicable laws, if any, of the State of Michigan, and duly recorded in the office of the Berrien County Register of Deeds.

Section 12. Co-owner. "Co-owner" means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 13. Master Deed; Consolidating Master Deed. "Master Deed" or "Consolidating Master Deed" means this Master Deed, as the same from time to time hereafter may be amended by one or more instrument(s) duly executed and acknowledged in accordance with the requirements of the Master Deed, the Act and

other applicable laws, if any, of the State of Michigan, and duly recorded in the office of the Berrien County Register of Deeds, being the Condominium Document recording the Condominium Project which is required by Section 8 of the Act.

Section 14. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the space constituting a single complete boat slip Unit in The Moorings as such space may be described in Exhibit "B" to the Original Master Deed and in Article V, Section 1 below, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

To the extent there are any conflicts between this Definitional Article III, and the definitions set forth in Article I, Section 2 of the Amended and Restated Bylaws (Exhibit "A" hereto), this Definitional Section shall control. Other terms which may be utilized in the Condominium Documents and which are not defined hereinabove shall have the meanings as provided in the Act or in the rules and regulations of the Association.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS AND MAINTENANCE, DECORATION, REPAIR AND REPLACEMENT RESPONSIBILITIES

The Common Elements of the Condominium, as described in the Condominium Subdivision Plan, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, and the Association's Property and the off-site beneficial easements described in Section 5 hereinbelow of this Article IV, are as follows:

Section 1. General Common Elements. Except as otherwise set forth on Exhibit "B" to the Original Master Deed, the General Common Elements are:

(a) Real Property and Beneficial Easements. The real property and beneficial easements described in Article II hereof, and all improvements thereon as shown on the Condominium Subdivision Plan, excluding, however, the individual Units and Limited Common Elements.

(b) Bathhouse and other Amenities. The bathhouse depicted on the Condominium Subdivision Plan and the adjacent swimming pool, gazebo, hot tub, wood fencing, brick wall and fish cleaning station.

(c) Land Peninsulas, Pilings, and Supports. The following, but only to the extent not specifically designated as a Limited Common Element on the Condominium Subdivision Plan: the land peninsulas from which the finger piers originate, pilings and supports which are not specifically designated as Limited Common Elements.

(d) Wiring, Plumbing, Electrical, Lighting and Other Facilities and Equipment. Wiring, plumbing, electrical, lighting and other facilities and equipment located on or used in connection with other General Common Elements.

(e) Other. Such other elements of the Condominium not herein designated as General or Limited Common Elements which are not within the boundaries of a Unit or the Unit's appurtenant Limited Common Elements, and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility and/or telecommunications lines, systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunications lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any.

Section 2. Limited Common Elements. The Limited Common Elements, which are identified on the Condominium Subdivision Plan attached as Exhibit "B" to the Original Master Deed, shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) Improvements Appurtenant to Units. The Limited Common Elements appurtenant to Units adjacent to a peninsula or dock shall be the dock, mooring posts and pilings supporting it; that portion of the peninsula between the sidewalk and the Unit to which it is adjacent; and all electrical wiring, cables, conduits, junction boxes, meters, outlets, plumbing, pipes, and other facilities needed to supply telephone service, lighting, water and electricity to the Units on the peninsula, which such Limited Common Elements shall be limited in use to the Units which they service, as designated on Exhibit "B" to the Original Master Deed. No Co-owner shall have exclusive use or control over any Limited Common Element which is shared with another Unit, as shown on Exhibit "B" to the Original Master Deed, which shall be for the use, in common, of the Co-owners of the Units to which they are appurtenant.

(b) Locker or Dock Boxes. Each Unit may have, as a Limited Common Element appurtenant thereto, a locker or dock box furnished by the Co-owner, of a size and construction as provided in the Rules and Regulations adopted by the Association from time to time.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Common Elements. Subject to any contrary provisions of the Bylaws, the costs of maintenance, repair and replacement of all General and Limited Common Elements shall be borne by the Association.

(b) Modifications of the Common Elements. Except as provided in Section 47a of the Act, no Co-owner is permitted to change or modify: (1) the General Common Elements; or (2) without the prior approval of the Association, the Limited Common Elements appurtenant to the Co-owner's Unit.

(c) Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV, Section 3.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

Section 5. Association Responsibility for Off-Site Beneficial Easements and the Association's Property. The responsibility for and costs of the maintenance, repair and replacement of improvements in off-site easements benefitting the Condominium, whether created by the documents described in Article II above or other recorded instruments, shall be borne by the Association but only to the extent the Association bears such responsibility under the instrument creating the easement. The responsibility for and costs of the maintenance, decoration, repair and replacement of the Association's Property shall be borne by the Association. All costs incurred by the Association pursuant to this Section 5 are expenses of administration of the Condominium which shall be assessed to the Co-owners as provided in Article II of the Bylaws.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. The Condominium consists of three hundred sixty-nine (369) Units. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of The Moorings as surveyed by Wightman & Associates Incorporated, which Plan was recorded as Exhibit "B" to the

Original Master Deed. Each Unit shall include all that space contained within the horizontal dimension indicated on Exhibit "B" to the Original Master Deed and delineated with heavy outlines. The dimensions shown on Exhibit "B" to the Original Master Deed have been measured by Wightman & Associates Incorporated. Each Unit is numerically designated on Exhibit "B" to the Original Master Deed with horizontal dimensions for each of the four (4) sides. Each Unit shall not include any Common Elements, whether General or Limited, within the boundaries of the Unit. There are no upper or lower vertical boundaries.

Section 2. Percentages of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value shall be equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each respective Co-owner's undivided interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds and expenses of 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 one hundred percent (100%).

ARTICLE VI

EASEMENTS AND RESTRICTIONS

Section 1. Easement for Maintenance of Encroachments. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement 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; PROVIDED, HOWEVER, that any easements through a Unit shall only be according to the plans and specifications for the Condominium unless approved in writing by each affected Co-owner, and in any event, the party exercising rights in respect of such easement shall be responsible for any damage caused by the exercise thereof. This section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, Units described in this Master Deed without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement.

Section 2. Easements for the Benefit of Contiguous Land. In the Original Master Deed, New Buffalo Harbor, Inc., as developer of the Condominium, created and reserved for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium Project for the purpose of ingress and egress to and from any land contiguous to the Condominium Project whether then owned or subsequently acquired by the Developer, its successors or assigns. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this subparagraph shall be shared by the Condominium and any developed portions of the contiguous land which may be owned or hereafter acquired by Developer or its successors or assigns whose closest means of access to a public

road is over such road or roads. The Co-owners of this Condominium Project shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium Project and the denominator of which is comprised of the number of such Units plus all other units in such contiguous land whose closest means of access to a public road is over such road or roads; PROVIDED, HOWEVER, that any adjoining developments sharing such expenses shall do so only in the same proportions as the portion of such roads used hereunder bears to the entire road system in the Condominium Project.

Section 3. Association's Right to Grant Easements for Utilities and Other Purposes. The Association shall have the right and power to grant easements for utilities over, under and across the Condominium and the Association's Property to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. The Association shall also have the right and power to grant easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises and the Association's Property for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium. Subject to the limitations on the Board's authority as stated in the Bylaws and Article VI, Section 1 above, any such easement, license, rights-of-entry, right-of-way or transfer of title may be conveyed by the Association without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan, recorded in the Berrien County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 4. Association Easements for Maintenance, Repair and Replacement. The Association, and all public or private utilities shall have such easements over, under, across and through the Units and Common Elements, as may be necessary to fulfill any responsibilities of inspection, maintenance, repair, 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. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to any Unit or its appurtenant Limited Common Elements. 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 which 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 responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his installment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of annual 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 annual assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article II of the Bylaws (Exhibit "A" hereto) and the Act.

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 percent (66-2/3%) of all of the Co-owners entitled to vote, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner or mortgagee of any Unit to which the same are appurtenant.

Section 2. Mortgagee Approval Requirement. Notwithstanding any other provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only when and as required by the Act, as amended. Moreover, insofar as permitted by the Act, this Master Deed shall be construed to reserve to the Co-owners the right to amend this Master Deed and/or the Condominium Subdivision Plan without the consent of mortgagees, if the amendment does not materially alter or change the rights of mortgagees generally, or as may be otherwise described in the Act, notwithstanding that the subject matter of the amendment is one which in the absence of this sentence would require that mortgagees be afforded the opportunity to vote on the amendment. If, notwithstanding the preceding sentences, mortgagee approval of a proposed amendment to the Master Deed and/or Condominium Subdivision Plan is required by the Act, the amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the mortgagees of Units entitled to vote thereon. Mortgagees are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.

Section 3. Change in Percentage of Value. The value of the vote of any Co-owner and corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 9(c) of the Bylaws.

Section 4. Termination, Vacation, Revocation and Abandonment. The Condominium may not be terminated, vacated, revoked or abandoned without the

written consent of eighty percent (80%) of the Co-owners, and as otherwise allowed by law.

Section 5. Association Right to Amend. The Association may, in the sole discretion of the Board of Directors, amend the Master Deed and/or Condominium Subdivision Plan (Exhibit "B" to the Master Deed) without the approval of any Co-owner or mortgagee for the following purposes:

(a) to record an "As-Built" Condominium Subdivision Plan as Exhibit "B" to the Master Deed in accordance with the Act;

(b) to make corrections to the legal description of the Condominium Project as set forth in Article II hereinabove


(c) to add or remove easements, agreements and/or other documents referenced in the Master Deed and/or Condominium Subdivision Plan to properly reflect matters of public record affecting the Condominium;

(d) to correct survey or other errors made in the Master Deed and/or Condominium Subdivision Plan;

(e) for any other purpose as otherwise reserved in the Condominium Documents.

In the event that any provision of this Master Deed conflicts with any provision of the Bylaws, attached to this Master Deed as Exhibit "A", or the Condominium Subdivision Plan attached to the Original Master Deed as Exhibit "B", the provisions of this Master Deed shall govern.

THE MOORINGS ASSOCIATION,
A Michigan Nonprofit Corporation

By: 
George Repiscak
Its: President

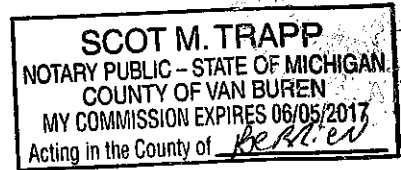
STATE OF MICHIGAN)
) ss.
COUNTY OF BERRIEN)

On this 18th day of May, 2013, the foregoing Amended, Restated, Superseding and Consolidated Master Deed was acknowledged before me by George Repiscak, the

President of The Moorings Association, a Michigan nonprofit corporation, on behalf of said corporation.

Scot M. Trapp, Notary Public
Berrien County,
Acting in: Berrien County,
My Commission Expires: 06/05/2017

Amended, Restated, Superseding and Consolidated Master Deed Drafted by:
When Recorded Return to:
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