

## **SECOND AMENDMENT TO CONSOLIDATING MASTER DEED**

### **BRIAR HILL**

#### **(Act 59, Public Acts of 1978, As Amended)**

This Second Amendment to Consolidating Master Deed is executed on this \_\_\_\_ day of \_\_\_\_\_, 2025, by Briar Hill Condominium Association, a Michigan nonprofit corporation (the “Association”). The Association’s registered office is 2391 Pontiac Road, Auburn Hills, Michigan 48326, represented herein by Jan Hewett, the President of the Association, who is authorized to act on the Association’s behalf.

Briar Hill was established as a condominium project by the recording of the original Master Deed on October 23, 1989, in Liber 2357, Page 836, Washtenaw County Records, as amended by a First Amendment to Master Deed recorded on September 17, 1990, in Liber 2437, Page 572, Washtenaw County Records, as amended by a Second Amendment to Master Deed recorded on February 13, 1991, in Liber 2472, Page 563, Washtenaw County Records, as amended by a Third Amendment to Master Deed recorded on May 1, 1992, in Liber 2620, Page 190, Washtenaw County Records, as amended by a Fourth Amendment to Master Deed recorded on January 28, 1993, in Liber 2742, Page 863, Washtenaw County Records, as amended by a Fifth Amendment to Master Deed recorded on July 29, 1994, in Liber 3009, Page 717, Washtenaw County Records, as amended by a Sixth Amendment to Master Deed recorded on April 22, 1999, in Liber 3865, Page 668, Washtenaw County Records, as amended by a Seventh Amendment to Master Deed recorded on April 7, 2000, in Liber 3938, Page 756, Washtenaw County Records, as amended by a Consolidating Master Deed recorded on January 14, 2003, in Liber 4206, Page 106, Washtenaw County Records, and as amended by a First Amendment to Consolidating Master Deed recorded on March 12, 2004, in Liber 4371, Page 121, Washtenaw County Records, known as Washtenaw County Condominium Subdivision Plan No. 120.

The Association now amends the Consolidating Master Deed and Bylaws of Briar Hill pursuant to MCL 559.190 and MCL 559.190a, Paragraph THIRTEENTH of the Consolidating Master Deed, and Article XV of the Bylaws for the purpose of amending the Consolidating Master Deed and amending and restating the Bylaws attached to the Consolidating Master Deed as Exhibit A.

This amendment does not enlarge the Common Elements of the existing Condominium Project or alter the existing Percentages of Value in the project.

This Second Amendment to Consolidating Master Deed of Briar Hill is effective upon recording with the Washtenaw County Register of Deeds.

**NOW, THEREFORE**, the Consolidating Master Deed of Briar Hill is hereby amended as follows.

### **AMENDMENTS**

1. Paragraph SECOND of the Consolidating Master Deed. Paragraph SECOND of the Consolidating Master Deed is hereby amended by deleting current Paragraph SECOND and replacing it with new Paragraph SECOND which states as follows:

SECOND: The condominium project shall be known as Briar Hill, Washtenaw County Condominium Subdivision Plan No. 120. The engineering and architectural plans for the project (including all dwellings and other improvements to be constructed therein) were or will be approved by, and are or will be on file with, the Township of Pittsfield, Washtenaw County, State of Michigan. The condominium project is established in accordance with the Act.

The condominium project and the Units contained therein are subject to and may benefit from the following restrictions, limitations, encumbrances, and easements, and any additional easements described in this Consolidating Master Deed:

- (1) Easement Agreement, as recorded in Liber 2376, Page 321, Washtenaw County Records.
- (2) Easement Agreement, as recorded in Liber 2380, Page 233, Washtenaw County Records.
- (3) Agreement regarding Briar Hill Drain, as recorded in Liber 2640, Page 243, Washtenaw County Records.
- (4) Detroit Edison Underground Residential Distribution Easement (Right of Way), as recorded in Liber 3877, Page 412, Washtenaw County Records.
- (5) Final Order of Determination regarding Briar Hill Condominium 2, 3, & 4 Drain, as recorded in Liber 4540, Page 148, Washtenaw County Records.
- (6) Amended Final Order of Determination regarding Briar Hill Condominium 2, 3, & 4 Drain, as recorded in Liber 4595, Page 827, Washtenaw County Records.
- (7) Order of Abandonment and Vacating a County Drain regarding a portion of Briar Hill Condominium 2, 3, & 4 Drain, as recorded in Liber 4611, Page 535, Washtenaw County Records.

2. **Paragraph FOURTH (3)(b) of the Consolidating Master Deed.** Paragraph FOURTH (3)(b) of the Consolidating Master Deed is hereby amended by replacing the reference to “Article VI, Section 14 of the By-Laws” in the first sentence with “Article VI, Section 5 of the

Amended and Restated Bylaws.” The remainder of Paragraph FOURTH (3)(b) remains unchanged. Accordingly, the first sentence of Paragraph FOURTH (3)(b) states as follows:

The co-owners individually shall be responsible for the maintenance, repair and replacement of limited common elements and improvements made within units and for all decoration, maintenance, repair, or replacement that (i) is expressly assigned to them by any provision of the Condominium documents, or (ii) is not expressly assigned to the Association by any provision of the Condominium documents; but none of the co-owners shall be responsible individually for decoration, maintenance, repair, or replacement of any general common elements except as specifically provided in Article VI, Section 5 of the Amended and Restated Bylaws.

3. **Paragraph FOURTH (4) of the Consolidating Master Deed.** Paragraph FOURTH (4) of the Consolidating Master Deed is hereby amended by adding new Paragraph FOURTH (4) which states as follows:

(4). The Association will not be liable for any damage, injury, or loss to Person or property that arises from or is related to the following:

- (a) any water, rain, snow, or ice that leaks or flows from any portion of the Common Elements that the Association is responsible for maintaining;
- (b) any water, rain, snow, or ice that leaks or flows from any device, pipe, drain, conduit, appliance, or equipment that the Association is responsible for maintaining;
- (c) any water, rain, snow, or ice present on any Common Element that the Association is responsible for maintaining; or
- (d) any condition on any Common Element that the Association is responsible for maintaining,

unless both of the following are satisfied:

- (i) the damages, injury, or loss occurred after the Association was provided with written notice of one or more of the above-described conditions; and
- (ii) after receiving the written notice, the Association did not act within a reasonable time to correct the condition(s) described in the notice.

4. **Paragraph FOURTH (5) of the Consolidating Master Deed.** Paragraph FOURTH (5) of the Consolidating Master Deed is hereby amended by adding new Paragraph FOURTH (5) which states as follows:

(5). The Association may, but is not obligated to, take such action as it deems appropriate to address potential security concerns within the Condominium or at an Association activity. No representation or warranty is made that any security measures undertaken by the Association will prevent damage to Person or property caused by third parties. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees, and licensees, that they assume the risk that criminal acts of third parties may occur on the Common Elements or at an Association activity. Further, each Co-owner, for themselves and their tenants, occupants, invitees, and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members, or officers for any damage, injury, or loss to Person or property arising from or related to the criminal acts of third parties, a failure to provide adequate security, or ineffectiveness of any security measures undertaken by the Association.

**5. Paragraph FOURTH (6) of the Consolidating Master Deed.** Paragraph FOURTH (6) of the Consolidating Master Deed is hereby amended by adding new Paragraph FOURTH (6) which states as follows:

(6). The Association may, but is not obligated to, take such action as it deems appropriate to clean and sanitize the Common Elements. No representation or warranty is made that any cleaning or sanitization efforts undertaken by the Association will prevent any damage, injury, or loss to Person or property caused by any bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin, or virus, including, but not limited to, COVID-19. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees, and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that a bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin, or virus, including, but not limited to, COVID-19, that may cause bodily injury, sickness, or death may be present within or on the Common Elements or at an Association activity. Further, each Co-owner, for themselves and their tenants, occupants, invitees, and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members, or officers for any damage, injury, or loss to Person or property arising from or related to a bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin, or virus, including, but not limited to, COVID-19.

**6. Paragraph FOURTH (7) of the Consolidating Master Deed.** Paragraph FOURTH (7) of the Consolidating Master Deed is hereby amended by adding new Paragraph FOURTH (7) which states as follows:

(7). Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees, and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that damage, injury, or loss to Person or property arising from or related to circumstances beyond the Association's reasonable control, including, but not limited to, asbestos, acts of

god, acts of terrorism, civil or military disturbances, earthquakes, floods, governmental actions, labor disputes, lead contamination, loss or malfunctions of utilities, natural disasters, nuclear radiation, riots, or wars, may occur. Further, each Co-owner, for themselves and their tenants, occupants, invitees, and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members, or officers unless such damage, injury, or loss is covered and paid for by the Association's insurance.

7. **Paragraph FIFTH (3) of the Consolidating Master Deed.** Paragraph FIFTH (3) of the Consolidating Master Deed is hereby amended by adding new Paragraph FIFTH (3) which states as follows:

(3) A Co-owner shall not use their Unit or the Common Elements in any manner inconsistent with the Condominium Documents, zoning or other municipal ordinances, and state and federal laws and regulations or in any manner which interferes with or impairs the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

8. **Paragraph THIRTEENTH (1) of the Consolidating Master Deed.** Paragraph THIRTEENTH (1) of the Consolidating Master Deed is hereby amended by deleting current THIRTEENTH (1) and replacing it with new THIRTEENTH (1) which states as follows:

(1) The Association may (acting through a majority of its Board of Directors and without the consent of any co-owner or any other person) amend this Consolidating Master Deed and the plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owners in the project or materially impair the security of a mortgagee, as defined in Section 90a of the Act, including, but not limited to, amendments for the purpose of maintaining this Consolidating Master Deed in compliance with the Act and of facilitating conventional 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 such mortgages.

9. **Paragraph THIRTEENTH (10) of the Consolidating Master Deed.** Paragraph THIRTEENTH (10) of the Consolidating Master Deed is hereby amended by adding new Paragraph THIRTEENTH (10) which states as follows:

(10) Any action by a Co-owner that disputed the validity of an amendment to the Consolidating Master Deed or Bylaws must be filed within one (1) year of

the date the amendment is recorded with the Register of Deeds; otherwise, any such claim is barred.

10. The Bylaws, attached to the Master Deed as **Exhibit A**, are deleted in their entirety and replaced by the Amended and Restated Bylaws attached hereto as **Exhibit A**.

In all other respects, the Consolidating Master Deed, Bylaws, and Condominium Subdivision Plan, including any and all amendments thereto, remain in full force and effect and are hereby ratified and reconfirmed.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

DRAFT

The Association has caused this Second Amendment to Consolidating Master Deed to be executed the day and year first above written.

**Briar Hill Condominium Association**, a Michigan nonprofit corporation

By: \_\_\_\_\_  
Name: Jan Hewett  
Its: President

STATE OF MICHIGAN        )  
                                          ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the foregoing Second Amendment to Consolidating Master Deed was acknowledged before me by Jan Hewett, President of Briar Hill Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

\_\_\_\_\_  
Notary Public,  
\_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

**Drafted by and when recorded, return to:**

Michael T. Pereira  
Hirzel Law, PLC  
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Farmington, Michigan 48335  
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