

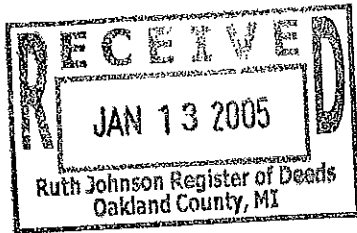
# FARMINGTON SQUARE CONDOMINIUM MASTER DEED

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LIBER 34763 PAGE 577  
\$118.00 DEED - COMBINED  
\$4.00 REMONUMENTATION  
01/13/2005 09:33:19 A.M. RECEIPT# 4344

PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

**C COPY**

**RESTATED  
MASTER DEED  
OF  
FARMINGTON SQUARE CONDOMINIUM**

This RESTATED MASTER DEED is made and executed on this 7th day of January, 2005, by FARMINGTON SQUARE CONDOMINIUM ASSOCIATION, the Michigan non-profit corporation organized to administer FARMINGTON SQUARE CONDOMINIUM in pursuance of the provisions of the Michigan Condominium Act, as amended (being Act 59 of the Public Acts of 1978), hereinafter referred to as the "ACT", with approval of two-thirds of the co-owners and mortgagees of record.

**W I T N E S S E T H :**

WHEREAS, the ASSOCIATION desires to record this Restated Master Deed, together with the Amended By-Laws attached hereto as Exhibit "A" and incorporating by reference the original Condominium Subdivision Plan (being Exhibit "B") recorded at Liber 7482, Pages 750-763, after approval of the above by the requisite two-thirds of co-owners and mortgagees of record, to update the condominium documents of Farmington Square Condominium.

NOW, THEREFORE, the ASSOCIATION does, upon the recording hereof, re-declare that FARMINGTON SQUARE CONDOMINIUM (hereinafter referred to as the "CONDOMINIUM", or the "CONDOMINIUM PROJECT") shall 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" and "B" hereto, all of which shall be deemed to run with the land and shall be a

burden and a benefit to any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance, it is provided as follows:

## ARTICLE I

### TITLE AND NATURE

The CONDOMINIUM PROJECT shall be known as FARMINGTON SQUARE CONDOMINIUM, Oakland County Condominium Subdivision Plan No. 261. The architectural plans for the project were approved by the City of Farmington Hills, State of Michigan. The CONDOMINIUM PROJECT is established in accordance with the ACT. The buildings and units contained in the CONDOMINIUM, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Subdivision Plan previously recorded as Exhibit "B" hereto. Each 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 a common element of the CONDOMINIUM PROJECT. Each co-owner in the CONDOMINIUM PROJECT shall have an exclusive right to his unit 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 legal description of the Project is as follows:

Part of the West 1/2 of the Northeast 1/4 of Section 15, T. 1N., R. 9 E., City of Farmington Hills, Oakland County, Michigan. Described as commencing at the Northeast corner of said Section 15, thence along the Section line. S. 88°21'00" W., 1,554.42 ft., thence S. 1°30'56" E., 33.00 ft. to the South right-of-way line of 12 Mile Road and the point of beginning. Thence along said right-of-way line. N. 88°21'00" E., 160.00 ft., thence S. 1°32'43" E., 267.01 ft., thence N. 88°21'00" E., 81.96 ft., thence S. 1°35'04" E., 697.61 ft. to the northerly right-of-way line of I-696, thence along said right-of-way line the following courses, S. 86°12'27" W. 256.56

ft., thence S. 87°21'43" W., 435.88 ft., thence leaving said right-of-way line  
N. 1°36'50" W., 114.94 ft., thence N 88°20'23" E., 314.43 ft., thence N.  
1°30'56" W., 707.72 ft., thence N 88°21'00" E., 135.00 ft., thence N.  
1°30'56" W., 159.00 ft., to the point of beginning.

### ARTICLE III

23-15-201-00001

### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, 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 FARMINGTON SQUARE CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in FARMINGTON SQUARE CONDOMINIUM, as a condominium. Whenever used in such documents or any other pertinent instruments, the 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 Farmington Square Condominium Association, the non-profit corporation organized under Michigan law of which all co-owners are members, which corporation administers, operates, manages and maintains the CONDOMINIUM. Any action required of or permitted to the ASSOCIATION shall be 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) "BY-LAWS" mean Exhibit "A" hereto, being the By-Laws constituting both the condominium bylaws and corporate bylaws of the Association setting forth the substantive rights and obligations of the co-owners and required by Section 53 of the ACT to be recorded as part of the Master Deed.

(d) "APARTMENT" or "UNIT" each means the enclosed space constituting a single complete residential unit in FARMINGTON SQUARE CONDOMINIUM as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "CONDOMINIUM UNIT" as defined in the ACT.

(e) "CONDOMINIUM DOCUMENTS" wherever used means and include this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws and the Rules and Regulations, if any, of the ASSOCIATION, and shall have the same meaning as the term Condominium Documents as defined in the ACT.

(f) "CONDOMINIUM PROJECT", "CONDOMINIUM" or "PROJECT" means FARMINGTON SQUARE CONDOMINIUM as an approved Condominium Project established in conformity with the provisions of the ACT.

(g) "CONDOMINIUM SUBDIVISION PLAN" means Exhibit "B" hereto.

(h) "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".

(i) "CONDOMINIUM PREMISES" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights, and appurtenances belonging to FARMINGTON SQUARE CONDOMINIUM as described above.

(j) "COMMON ELEMENTS", where used without modification, shall mean both the general and limited common elements as described herein and excluding condominium units.

(k) "GENERAL COMMON ELEMENTS" means the common elements other than the limited common elements.

(l) "LIMITED COMMON ELEMENTS" means a portion of the common elements reserved in this Master Deed for the exclusive use of less than all of the co-owners.

(m) "FHLMC" shall mean the Federal Home Loan Mortgage Corporation.

(n) 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.

#### ARTICLE IV

##### COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The general common elements are:

(1) The land described in ARTICLE I hereof, including driveways, roads, sidewalks and unassigned parking spaces not designated a limited common elements;

(2) The electrical wiring network throughout the project, including that contained within unit walls up to the point of connection with electrical fixtures within any unit;

(3) The gas line network throughout the project including that contained within unit walls up to the point of connection with gas fixtures within any unit;

(4) The telephone wiring network throughout the project;

(5) The plumbing network throughout the project including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;

(6) The water distribution system, sanitary sewer system and storm drainage system throughout the project;

(7) Foundations, supporting columns, unit perimeter walls (but not including windows, doorwalls, door frames and doors therein) roofs, ceilings, floor construction between unit levels (but not including concrete poured floors) and chimneys;

(8) The stairs, hallways, equipment rooms, including laundry facilities located therein, as shown on Exhibit "B" hereto;

(9) The swimming pool, bath house, and tennis courts located on the CONDOMINIUM PREMISES;

(10) All utility installations and the areas in which same are located when they service multiple units, including adjacent areas for entry for repair, maintenance and service.

(11) Such other elements of the project not herein 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 necessary to the existence, upkeep and safety of the project.

(12) Such ingress and egress easement(s) which benefit the CONDOMINIUM PREMISES as set forth in ARTICLE VI;

Some or all of the utility lines (including mains and service leads) and equipment described in this ARTICLE IV may be owned by the local municipal authority or by the company providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the co-owner's interest therein.

B. The limited common elements are:

(1) Carports are appurtenant to certain apartments as limited common elements as shown on Exhibit "B" attached hereto and the attachment chart (Exhibit C).

(2) Each individual porch, balcony and patio in the Project is restricted in use to the co-owner of the apartment which opens into such porch, balcony and patio as shown on Exhibit "B" hereto;

(3) Each individual air conditioner, compressor, water heater and furnace facility in the project shall be limited in use to the co-owner of the apartment which is served by such equipment;

(4) The interior surfaces of apartments, windows, doorwalls, doors and door frame, ceilings and floors contained within an apartment shall be subject to the exclusive use and enjoyment of the co-owner of such apartment. The concrete poured on unit subfloors shall be a limited common element.

C. The respective responsibilities for maintenance, decoration, repair and replacement of the common elements referred to above are as follows:

(1) The costs of maintenance, repair and replacement of each of the limited common elements referred to in subparagraphs B(2), B(3) and B(4) above shall be borne by the co-owner of the apartment to which such limited common elements are appurtenant. Unit owners are responsible for the costs of maintenance, repair and replacement of the cement flooring of each unit. Unit owners are responsible for the costs of maintenance, repair and replacement of any unit improvements above the cement floors.

(2) The costs of maintenance, repair and replacement of all other general and limited common elements described above shall be borne by the ASSOCIATION, unless the maintenance, repair or replacement is necessitated by co-owner fault, in which case the co-owner at fault shall bear all such costs.

No co-owner shall use his apartment 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 in the project is described in this paragraph with reference to the Subdivision and Site Plan of FARMINGTON SQUARE CONDOMINIUM as surveyed by ALIX & ASSOCIATES, INC. and attached hereto as Exhibit "B". 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" hereto and delineated with heavy outlines. The dimensions shown on foundation plans in Exhibit "B" have been or will be physically measured by ALIX & ASSOCIATES, INC. In the event that the dimensions on the measured foundation plan of any specific unit differ from the dimensions on the typical foundation plan for such unit shown in Exhibit "B", then the typical upper floor plans for such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured foundation plan.

B. The percentage of value assigned to each apartment shall be the ratio of square foot area contained within an apartment (excluding common elements) to the total square foot area contained within all apartments (Excluding common elements) located on the Condominium Subdivision Plan and as more specifically set forth in subparagraph below.

The percentage of value assigned to each apartment shall be determinative of: (1) 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; and (2) the co-owner's proportionate share of ownership of the CONDOMINIUM PREMISES. The total value of the project is 100. The percentage of value allocated to each apartment may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any unit in the project and with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly approved and recorded.

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

# FARMINGTON SQUARE CONDO PERCENTAGE OF VALUE ASSIGNED

32005

Apartment Number	Unit Number	Building A % of Value	Unit Number	Building B % of Value	Unit Number	Building C % of Value
101	7	0.008	46	0.008	85	0.008
102	8	0.008	45	0.008	86	0.008
103	5	0.008	48	0.008	83	0.008
104	6	0.008	47	0.008	84	0.008
105	3	0.008	50	0.008	81	0.008
106	4	0.008	49	0.008	82	0.008
107	1	0.008	52	0.008	79	0.008
108	2	0.008	51	0.008	80	0.008
109	9	0.010	44	0.010	87	0.010
110	10	0.008	43	0.008	88	0.008
111	11	0.008	42	0.008	89	0.008
112	12	0.010	41	0.010	90	0.010
113	13	0.010	40	0.010	91	0.010
201	21	0.008	58	0.008	99	0.008
202	20	0.008	59	0.008	98	0.008
203	19	0.008	60	0.008	97	0.008
204	18	0.008	61	0.008	96	0.008
205	17	0.008	62	0.008	95	0.008
206	16	0.008	63	0.008	94	0.008
207	15	0.008	64	0.008	93	0.008
208	14	0.008	65	0.008	92	0.008
209	22	0.010	57	0.010	100	0.010
210	24	0.008	55	0.008	102	0.008
211	23	0.008	56	0.008	101	0.008
212	26	0.010	53	0.010	104	0.010
213	25	0.010	54	0.010	103	0.010
301	33	0.009	72	0.008	111	0.008
302	34	0.008	71	0.009	112	0.009
303	31	0.008	74	0.008	109	0.008
304	32	0.009	73	0.009	110	0.009
305	29	0.009	76	0.009	107	0.009
306	30	0.008	75	0.008	108	0.008
307	27	0.008	78	0.008	105	0.008
308	28	0.008	77	0.008	106	0.008
309	35	0.008	70	0.009	113	0.008
310	36	0.008	69	0.008	114	0.008
311	37	0.008	68	0.008	115	0.008
312	38	0.011	67	0.011	117	0.011
313	39	0.011	66	0.011	116	0.011

008  
28

27

Total of all 117 Units = 100%

## ARTICLE VI

### EASEMENTS

A. Reciprocal Change of Boundary Easements. In the event any portion of an apartment 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 or repair; 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 herein for the continuing maintenance and repair of all utilities in the CONDOMINIUM. There shall exist easements of support with respect to any unit interior wall which supports a column element.

B. Other. There shall be, for so long as the need exists, such other easements as may be necessary for the continued use and enjoyment of the CONDOMINIUM PROJECT.

## ARTICLE VII

### AMENDMENT

This Master Deed and any exhibit hereto may be amended as provided in the Act in the following manner:

A. Amendments may be made by the Board of Directors on behalf of the Association and recorded by the Association 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.

B. Except as otherwise provided herein, the Master Deed, By-Laws (Exhibit A to the Master Deed) and Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended by the Association, even if the amendment will materially alter or change the rights of the co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the co-owners and mortgagees (unless a greater

majority is specified in the Condominium By-Laws). A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall only be required for amendments material to mortgagees as defined in the Act. Mortgage approval shall only be required for those material amendments listed in Section 90a(9) of the Act as amended.

## ARTICLE VIII

### TERMINATION

The CONDOMINIUM PROJECT shall not be terminated, vacated, revoked or abandoned unless One Hundred (100%) Percent of the co-owners and the mortgagees of all of the mortgages covering the apartments unanimously agree to such termination, vacation, revocation or abandonment by duly approved and recorded instruments. FURTHER, unless One Hundred (100%) Percent of the holders of first mortgages on individual units in the project have given their prior written approval, neither the ASSOCIATION nor any co-owner(s) shall partition or subdivide any unit or the common elements of the project.

Executed this 7th day of January, 2005.

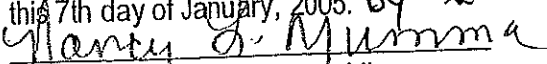
By said execution, I affirm that this restated Master Deed was approved by written ballots of more than 66.6% of the co-owners of Farmington Square Condominium on July 27, 2004, and that copies of the approved Master Deed were served on all mortgagees of record at their last known addresses on September 17, 2004, as reflected in the attached Certificate of Service, and that, based on responses received by the Association's representative, as of December 17, 2004, the restated Master Deed and exhibits are approved by the mortgagees under the provisions of Section 90a of the Condominium Act.

FARMINGTON SQUARE CONDOMINIUM ASSOCIATION

BY:   
Ronald Liguenza, Its: President

### Acknowledged

Subscribed and sworn to before me  
this 7th day of January, 2005. BY \*



Nancy L. Mumma, Notary Public  
Oakland County, Michigan, Acting in  
Oakland County, Michigan

My Commission Expires: 9/11/2011

Drafted by and when recorded re turn to:  
JOHN A. STEVENS, ESQ.  
2555 CROOKS RD., STE. 200  
TROY, MI 48084  
(248) 643-7900

\* Ronald Liguenza, President  
on behalf of Farmington  
Square Condominium Association 11

