

LIBER 8003 PAGE 619

MASTER DEED

KNOLLS NORTH

Oakland County Condominium Subdivision Plan No. 337

This Master Deed is made and executed this 17th day of April, 1981, by Slavik-Dixner, a joint venture comprised of The Slavik Company, a Michigan corporation, and The Dixner Company, a Michigan corporation, jointly, hereinafter referred to as "Developer," whose office is situated at 26011 Evergreen, Southfield, Michigan 48075, in accordance with the provisions of the Michigan Condominium Act (hereinafter referred to as the "Act").

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed together with the Condominium Bylaws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof) to 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 condominium under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Knolls North as a condominium under the Act and does declare that Knolls North 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 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 the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as Knolls North, Oakland County Condominium Subdivision Plan No. 337. The architectural plans for the project were approved by the Township of Avon. The Condominium 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 attached as Exhibit "B" hereto. Each building contains individual units for residential purposes only and each unit is capable of individual use, having its own entrance from and exit to a common element of the Condominium. Each co-owner in the Condominium shall have an exclusive right to his or her 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 land which is submitted to the condominium project established by this Master Deed is described as follows:

A parcel of land in the N.W. 1/4 of Section 10, T. 3N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a

OAKLAND COUNTY TREASURER'S CERTIFICATE
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 or same are paid for two years previous to the date of this instrument, as appears by the records in this office except as stated.

FILED
MAY 12 1981
CLERK OF CLERK OF DEEDS

5-12-81

C. HUGH OOHANY, County Treasurer
Sec. 135, Act 206, 1893 as amended

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point on the east line of the Livernois Road right-of-way, 120 ft. wide, located distant S 0° 48'50" E 1213.00 ft. along the W line of said Section 10, also being the centerline of said Livernois Road, and N 85°03'44"E 60.12 ft. from the NW corner of said Section 10 to the point of beginning; proceeding thence N 0°48'50"W 177.68 ft. along said east line of the Livernois Road right-of-way; thence leaving said east line of the Livernois Road right-of-way on a non-tangent curve concave to the south having a radius of 70.15 ft., arc of 46.12 ft., central angle of 37°40'05", chord bearing and distance of S 71°58'44"E, 45.29 ft. to a point of reverse curvature; thence on a curve to the left having a radius of 110.23 ft., arc of 80.42 ft., central angle of 41°47'57", chord bearing and distance of S 74°02'37"E. 78.64 ft.; thence N 85°03'44"E, 464.65 ft. to a point of curvature; thence on a curve to the left having a radius of 86.62 ft., an arc of 101.19 ft., a central angle of 66°56'05", a chord bearing and distance of N 51°36'19"E 95.54 ft. to a point on a non-tangent line, thence S 26°27'22"E 48.85 ft., thence S 49°18'24"E, 139.29 ft.; thence S 62°36'11" W, 102.50 ft.; thence S. 85°03'44" W 692.90 ft. to the point of beginning, said parcel containing 2.3193 acres (101,029 sq. ft.)

ARTICLE III

DEFINITIONS

Certain terms used in this Master Deed and Exhibits "A" and "B" hereto, and in the articles of incorporation and corporate bylaws of the Knolls North Condominium Association, a Michigan non-profit corporation shall be defined as follows:

- (a) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of Michigan of 1978, as amended.
- (b) "Administrator" means the Michigan Department of Commerce or its authorized designee.
- (c) "Developer" means Slavik-Dixner, a joint venture comprised of The Slavik Company, a Michigan corporation, and The Dixner Company, a Michigan corporation.
- (d) "Association" or "Association of Co-Owners" shall mean the Michigan non-profit corporation, Knolls North Condominium Association, 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 its members by the Condominium Documents or the laws of the State of Michigan.
- (e) "Condominium Bylaws" means Exhibit "A" hereto, being the bylaws setting forth the substantive rights and obligations of the co-owners.
- (f) "Association Bylaws" means the corporate bylaws of Knolls North Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- (g) "Apartment" or "unit" or "condominium unit" each mean the enclosed space constituting a single complete residential unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit "B" hereto.

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- (h) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the articles of incorporation, bylaws and the rules and regulations, if any, of the Association.
- (i) "Condominium Project," "Condominium" or "Project" means Knolls North Condominium as an approved condominium project established in conformity with the provisions of the Act.
- (j) "Condominium Subdivision Plan" or "Plan" means the plan attached to this Master Deed as Exhibit "B" including, as applicable, site plan, survey plan, floor plans, floodplain plan, and sections showing the existing and/or proposed structures and improvements including the location thereof on the condominium land herein described. The plan shows the size, location, area and horizontal boundaries of each condominium unit as well as vertical boundaries and volume for each unit comprised of enclosed air space. The plan assigns a number to each condominium unit and includes a description of the nature, location and approximate size of certain common elements.
- (k) "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".
- (l) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium as described above.
- (m) "Common elements" means the portions of the condominium other than the condominium units.
- (n) "General common elements" means the common elements other than the limited common elements.
- (o) "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.
- (p) "Master Deed" means this document which when approved by the administrator and recorded shall establish the Condominium and to which the Condominium Bylaws and Condominium Subdivision Plan are attached as exhibits.
- (q) "Percentage of value" means the percentage assigned to each condominium unit in this Master Deed. The percentages of value of all units shall total one hundred (100%) percent. 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 Act. Percentages of value for each condominium unit shall be determined with reference to reasonable comparative characteristics.
- (r) "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

- (s) "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.
- (t) "Size" means the number of cubic feet or the number of square feet of ground or floor space within each condominium unit as computed by reference to the Condominium Subdivision Plan and rounded off to a whole number.
- (u) "Transitional control date" means the date on which the Board of Directors of the Association of co-owners takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

ARTICLE IV

COMMON ELEMENTS

The common elements of the Condominium 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 II hereof, including driveways, roads, sidewalks, and surface parking areas, other than those hereafter designated as limited common elements.
- (2) The electrical system throughout the project, including that contained within unit walls up to the point of connection with electrical outlets within any unit;
- (3) The gas transmission lines 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, including that contained within unit walls, up to the point of connection with telephone equipment within any unit;
- (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) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys;
- (7) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of a condominium unit.

B. [REDACTED]

- (1) [REDACTED] and driveways are designated in the condominium subdivision plan as limited common elements. Such common elements are limited in use to the sole and exclusive enjoyment of the owners of the units to which such common elements are appurtenant as shown in the Condominium Subdivision Plan;

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(2) The interior surfaces of condominium unit perimeter walls (including windows and doors therein), ceilings and floors contained within a condominium unit shall be subject to the exclusive use and enjoyment of the co-owner of such condominium unit.

C. Maintenance, repair, replacement, renovation or restoration of all general and limited common elements shall be the responsibility of the Association; provided, however, that each co-owner shall be responsible for the decoration and maintenance (but not repair, replacement or renovation) of the limited common elements described in Article IV B. (2) above and provided further that ~~maintenance, repair, replacement and renovation of the porches, patios and terraces described in Article IV B. (2) above shall be the responsibility of the co-owner having the use of such limited common elements.~~ Repair of any damage to common elements caused by a co-owner or the family or invitees of a co-owner shall be the obligation of the co-owner. Any such repairs may be made by the Association and charged to the co-owner.

ARTICLE V

USE OF PREMISES

No co-owner shall use his or her unit 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 or her unit or the common elements.

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. The Condominium consists of 18 units. Each condominium unit is described in this paragraph with reference to the Condominium Subdivision Plan as surveyed by Pate, Hirn and Bogue, Inc. and attached hereto as Exhibit "B." Each condominium unit shall include all that space contained within the interior side of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The architectural plans are shown in detail on 35 millimeter aperture cards on file with the Michigan Department of Commerce. For all purposes, individual units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the unit in the Condominium Subdivision Plan.

B. The percentage of value assigned to each unit is set forth in this Article. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration and the value of such co-owner's vote at meetings of the Association of co-owners and the undivided interests of the co-owner in the common elements. The total percentage value of the project is 100. Each of the 18 units in the Condominium shall have an equal percentage of value. The formula for determining percentages shall therefore be one hundred (100%) percent divided by 18. In the discretion of the Developer, such formula is deemed equitable based upon relative sizes and values and relative expenses which the various units may cause the Association to incur, and also based upon the convenience to the Association arising from such equality of percentages.

ARTICLE VII

EASEMENTS

In the event any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling, or moving of a

building, or due to survey errors or construction deviations, reconstruction 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 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. There shall exist easements of support with respect to any unit interior wall which supports a common element. The Board of Directors of the Association may grant easements over or through, or dedicate, any portion of any general common element of the Condominium for utility, roadway, construction or safety purposes, and during the construction of the Condominium the Developer may grant such easements without the consent of any other persons. The Developer retains easements over all common elements for the purpose of developing the Condominium. The Developer reserves certain additional easements as stated in Article VIII herein.

ARTICLE VIII

ENLARGEMENT OF CONDOMINIUM

Developer has the right, but not an obligation, to enlarge the Condominium pursuant to this Article VIII. Additional units and additional common elements may be constructed upon all or any portion of the following described land:

A parcel of land in the N.W. 1/4 of Section 10, T.3N., R.11E., Avon Township, Oakland County, Michigan, described as beginning at a point on the East line of the Livernois Road right-of-way, 120 ft. wide, distant S.0°48'50"E. 255.00 ft. along the West line of said Section 10, also being the centerline of said Livernois Road, and S.58°09'56"E. 71.26 ft. from the N.W. corner of said Section 10; PROCEEDING THENCE S. 58°09'56"E. 1111.93 ft.; thence S.8° 14'37"E. 135.28 ft.; thence S. 62°36'11"W. 191.12 ft.; thence N.49°18'24"W. 139.29 ft.; thence N.26°27'22"W. 48.85 ft. to a point on a non-tangent curve; thence on a curve concave to the N.W. having a radius of 86.62 ft., an arc of 101.19 ft., central angle of 66°56'05", chord bearing and distance of S.51°36'19"W. 95.54 ft.; thence S.85°03'44"W. 464.65 ft. to a point of curvature; thence on a curve to the right having a radius of 110.23 ft., an arc of 80.42 ft., central angle of 41°47'57", chord bearing and distance of N.74°02'37"W. 78.64 ft. to a point of reverse curvature; thence on a curve to the left having a radius of 70.15 ft., an arc of 46.12 ft., central angle of 37°40'05", chord bearing and distance of N.71°58'44"W. 45.29 ft. to said East line of the Livernois Road right-of-way; thence N.0°48'50"W. 737.55 ft. along said East line of the Livernois Road right-of-way to the point of beginning; said parcel containing 9.9133 acres.

The land described above (hereinafter referred to as "future development") is contiguous and adjacent to the condominium and may be added to the condominium in its entirety or in parcels, as the Developer chooses. Any other provisions of this Master Deed notwithstanding the number of units in the project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than four (4) years after this Master Deed is recorded in the Oakland County Register of Deeds, be increased by the addition to this Condominium of any portion of the future development and the construction of up to a maximum of 65 units exclusively thereon. (The nature, appearance and location of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment.) All units

Compatible

shall be compatible and harmonious in design and construction, the determination of what design and construction is harmonious and compatible being in the sole discretion of the Developer subject only to local ordinances and the requirements of local authorities.

The expansion of the Condominium shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors, and in which the percentages of value shall be proportionately readjusted in order to preserve a total value of 100 for the entire project as expanded. The determination of the readjustments in percentages of value shall be within the sole judgment of developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative sizes, values and the relative expenses which the various units may cause the Association to incur. The Developer may cause all percentages to be equal if such equality is deemed equitable in the Developer's sole discretion. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of general or limited common elements as may be necessary to adequately describe and service the additional land and units being added to the project.

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Developer hereby reserves permanent easements for ingress and egress over the roads and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including without limitation all water, gas, storm and sanitary sewer lines, all of which easements shall be for the benefit of the land described in this Article, whether or not such land is added to the Condominium.

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 amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing units which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto: PROVIDED, HOWEVER, that if a Consolidating Master Deed is submitted by the Developer and is approved by the Department of Commerce and recorded, it shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium beyond that which is established by the Master Deed and Developer (or its successors and assigns), may, in its discretion, establish all or a portion of said future development as a rental development, a separate condominium project (or projects) or any other form of development.

ARTICLE IX

AMENDMENTS

This Master Deed and the other Condominium Documents may be amended in the manner permitted by this paragraph in addition to such amendments as may be permitted pursuant to Article VIII hereof.

A. The Master Deed and other Condominium Documents may be amended by the Developer or the Association for a proper purpose, without consent of

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co-owners, mortgagees or other interested parties provided that such amendments do not materially alter or change the rights of the co-owners, mortgagees, Developer or other interested parties. Amendments which may be made by the Developer pursuant to this Article include, but are not necessarily limited to, amendments for the purpose of correcting errors, for the purpose of complying with the regulations or requirements of any governmental agency or financing institution, for the purpose of clarifying the terms of this Master Deed and the other Condominium Documents, for the purpose of facilitating sales or marketing, for the purpose of altering the size, configuration, number or percentage of value of any unsold unit or units (subject to such approvals as may be required from local building authorities) and for any other reasonable purpose. Amendments made by the Association shall be approved by a majority vote of the co-owners. *(if no material change)*

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B. This Master Deed and the other Condominium Documents may be amended by the Developer or the Association for a proper purpose, even if the amendment will materially alter or change the rights of the co-owners, mortgagees or other interested parties if the amendment is approved in writing by two-thirds (2/3) in number of the co-owners and *[by all]* mortgagees. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without that co-owner's consent. Co-owners and mortgagees of record shall be notified of the proposed amendments under this subparagraph before filing with the Michigan Department of Commerce.

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C. Without the Developer's consent, the Master Deed and other Condominium Documents may not be amended in a manner which diminishes the Developer's right to enlarge the condominium as stated in Article VIII herein, nor the Developer's easement rights described in Articles VII and VIII herein, nor the Developer's right to maintain sales facilities as described in Article X herein, nor the Developer's right to amend the Master Deed or other Condominium Documents for the purposes stated in Article IX(A) herein, nor the Developer's right to conduct certain commercial activities described in Article VI, Section 9 of the Condominium By-Laws, nor the Developer's right to vote pursuant to Article II, Section 2(c) of the Condominium By-Laws, nor shall any such amendment enlarge the Developer's obligation to pay Association assessments as provided in Article II, Section 9 of the Condominium By-Laws.

D. The condominium may be terminated only by agreement of all of the following: (1) eighty (80%) percent of all co-owners other than the Developer, (2) one hundred (100%) percent of the holders of all first mortgages on any portion of the condominium premises, and (3) the Developer, if the Developer owns one or more units at the time of termination or if the Developer is still entitled to add units to the condominium. The manner of termination and the rights of interested parties after termination shall be governed by the Act.

E. Any amendment or termination made pursuant to this Article shall first be approved by the Michigan Department of Commerce.

ARTICLE X

SALES FACILITIES

The Developer may maintain offices, model units and similar sales facilities in the Condominium during the period of development and sales of condominium units by Developer. During such period, the Developer shall pay all costs directly related to the use of such offices, model units or other facilities and after such period the Developer shall restore such offices, model units or other facilities to habitable status.

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STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

LIBER 8003 PAGE 628

On this 17th day of April, 1981, before me personally appeared J. Kenneth Dixner, to me personally known, who being by me duly sworn, did say that he is the President of The Dixner Company, and that the instrument herein was signed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Nancy A. Park
Notary Public, _____ County
Michigan
My commission expires _____

NANCY A. PARK
Notary Public, Wayne County, Mich.
My Commission Expires April 25, 1983
Acting in Oakland County, Mich.

Drafted by and when recorded return to:
Thomas J. Beale, Esq.
HYMAN, GURWIN, NACHMAN,
FRIEDMAN & WINKELMAN
17117 W. Nine Mile Road
Southfield, Michigan 48075

Pick Up By - Vince Law