

0859 357.005

(LIBER 6341 PAGE 542)

74 6035
MICHIGAN RECORDS
1974 NOV - 3 P. 12: 5
74 59874
LYNN
CLEAR-RECORDS

MASTER DEED

OAKLAND COUNTY TREASURER'S CERTIFICATE

He P. Hugh D. D... of the County of Oakland, Michigan, do hereby certify that there are no TAX DEBTS or TITLES held by the State or any individual against the within description, and all TAXES on same are paid for 1974, except as shown by the records in this office except as stated.

17470 NORTHCREST VILLAGE

A condominium established pursuant to the Michigan Horizontal Real Property Act, as amended)

240 P. Hugh D. D...
C. HUGH COMPANY, County Treasurer
Sec. 135, Act 226, 1974

Oakland County Condominium Subdivision Plan No. 1834

In the City of Birmingham, County of Oakland, State of Michigan, on this 17th day of July, 1974, CONDOMINIUM CONCEPTS, INC., a Michigan corporation (hereinafter referred to as "Developer"), whose address is 344 Hamilton, Birmingham, Michigan 48011, represented in this Master Deed by its President who is fully empowered and qualified to execute this Master Deed on behalf of the Developer, does hereby state:

1. In accordance with the provisions of the Michigan Horizontal Real Property Act, as amended, the Developer is building NORTHCREST VILLAGE, a condominium. The condominium will be established by this initial Master Deed and consists of 37 units. It is the intention of the Developer that the initial number of units shall be the first stage in a multi-stage project to be enlarged in the manner hereinafter set forth. The Condominium By-Laws of NORTHCREST VILLAGE CONDOMINIUM ASSOCIATION (hereinafter the "Association") are attached hereto as Exhibit A. The apartment units in this stage are numbered and described in the condominium subdivision plan (hereinafter referred to as "the Plan") which is attached hereto as Exhibit B. Developer certifies that all of the persons having interests in the land or buildings which comprise this stage have consented to the establishment of the condominium described herein. Upon the recordation of this Master Deed the ownership and use of the land and buildings comprising the condominium shall be subject to the provisions of the Michigan Horizontal Real Property Act and to all of the covenants and conditions of this Master Deed and the Exhibits hereto. Any conveyance, encumbrance, leasing, use or improvement of any portion of the condominium may be done only in accordance with the terms of this Master Deed and the aforesaid Act. The architectural plans for this condominium have been reviewed and approved by the Township of Independence, Michigan.

2. This initial stage of the condominium is established upon land in the Township of Independence, Oakland County, Michigan described as follows:

Part of the S.W. 1/4 of Section 29, T 4 N, R 9 E, Independence Township, Oakland County, Michigan, described as: Commencing at the S.W. corner of Section 29, T 4 N, R 9 E, and extending N 00° 01' 20" E., 1263.00 feet along the West line of Section 29 and N 16° 48' 00" E., 1156.35 feet along the East line of "Supervisor's Plat No. 3" (Liber 66 of Plats, Page 29 of Oakland County records) to the Southerly right of way line of U.S. 10 (Dixie Highway), th. S. 60° 09' 20" E., 798.79 feet along said right of way; thence S. 29° 50' 40" W., 125.00 feet, thence S. 1° 46' 19" W., 85.00 feet to the point of beginning; thence S. 60° 09' 20" E., 603.19 feet to a point in the Clinton River; thence Southeasterly along the centerline of the Clinton River 202 feet + more particularly described by a traverse chord bearing S. 34° 07' 42" E., 176.58 feet and S. 6° 10' 20" W.,

(LIBER 6341 PAGE 543)

157.00 feet along said river; thence N. 84° 45' 58" W., 334.50 feet; thence N. 24° 16' 52" W., 58.48 feet; thence N. 40° 30' 59" W., 87.44 feet; thence N. 56° 00' 13" W., 126.51 feet; thence N. 69° 34' 11" W., 135.25 feet; thence N. 0° 20' 45" W., 100.00 feet; thence N. 27° 17' 08" W., 96.62 feet; thence N. 29° 50' 40" E., 171.00 feet to the point of beginning and containing 5.07 acres of land together with an easement for ingress and egress described as: Part of the S.W. 1/4 of Section 29, T 4 N, R 9 E, Independence Township, Oakland County, Michigan, described as: Commencing at the S.W. corner of Section 29, T 4 N, R 9 E, and extending N. 00° 01' 20" E., 1263.00 feet along the West line of Section 29, and N. 16° 48' 00" E., 1156.35 feet along the East line of "Supervisor's Plat No. 3" (Liber 66 of Plats, Page 29 of Oakland County records) to the Southerly right of way line of U.S. 10 (Dixie Highway), th. S. 60° 09' 20" E. 798.79 feet along said right of way to the point of beginning; thence continuing along said right of way of U.S. 10 S, 60° 09' 20" E., 80.00 feet; thence S. 29° 50' 49" W., 200.00 feet; thence N. 60° 09' 20" W., 40.00 feet; thence N. 1° 46' 19" E., 85.00 feet; thence N. 29° 50' 40" E., 125.00 feet to the point of beginning and containing 0.33 acres of land.

3. The overall multi-stage condominium is proposed for construction upon land in the Township of Independence, Oakland County, Michigan, described as follows:

Part of the Southwest quarter of Section 29, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, being described as: Beginning at the southwest corner of Section 29, Town 4 North, Range 9 East; thence along the south line of Section 29, North 89 degrees 47 minutes 03 seconds East, 1400.98 feet; thence North 8 degrees 35 minutes 58 seconds East 903.27 feet; thence North 8 degrees 24 minutes East 449.19 feet to a point on the centerline of the Clinton River; thence North 37 degrees 22 minutes 23 seconds West, 182.80 feet to a point on the centerline of the Clinton River; thence North 60 degrees 15 minutes West, 468.19 feet; thence North 29 degrees 45 minutes East, 200.00 feet; thence along the southerly line of the Dixie Highway (U.S. 10), (120 feet wide), North 60 degrees 15 minutes West 959.0 feet; thence South 16 degrees 55 minutes 30 seconds West 1215.72 feet; thence along the west line of Section 29, South 0 degrees 08 minutes 45 seconds East, 1206.81 feet to the point of beginning, subject to the easements and rights-of-way of record.

4. Each apartment unit in the condominium project is for residential purposes only and is capable of individual use by reason of its having its own exit to a common element of the condominium. Each co-owner of an individual apartment will have a particular and exclusive property right to his apartment unit, and also an undivided and inseparable interest in the common elements of the condominium as hereinafter set forth.

5. The apartment units contained in the condominium, including their number, boundaries, dimensions, area and the volume of each unit are described and defined in the Plan. The boundary limits of each apartment include all that interior space

AMENDED
AND
REMOVED
SEE NEXT
3 PAGES
INSERTED

SECOND AMENDMENT TO MASTER DEED OF NORTHCREST VILLAGE CONDOMINIUMS49
/ 29

William A. Brown, as Chapter X Trustee of the Estate of Citizens Mortgage Investment Trust and not individually, whose address is 10 Post Office Square, Boston, Massachusetts 02109, hereby amends that certain Master Deed recorded on August 8, 1974, in Liber 6341, Pages 542 through 583, and re-recorded on August 12, 1974 in Liber 6342, Pages 452 through 493 inclusive, Oakland County Register of Deeds, as previously amended by Amendment to Master Deed dated January 28, 1980, recorded March 4, 1980 in Liber 7741, Page 680 of Oakland County Register of Deeds, which Master Deed concerns that real property more fully described on Exhibit A attached hereto, which Second Amendment is as follows:

1. Paragraphs 5, 6(c) and 7 of the Master Deed are hereby amended to reflect properly that interior floors of an apartment are not limited common elements or general common elements, but are part of the apartment unit. Said paragraphs are amended to read as follows:

5. The apartment units contained in the condominium, including their number, boundaries, dimensions, area and the volume of each unit are described and defined in the Plan. The boundary limits of each apartment include all that interior space enclosed by the heavy line around the entire perimeter of each apartment unit. In determining the dimensions of the apartments, each apartment shall be measured from interior finished and unpainted surfaces at the main walls and from the interior surface of the basement floor to the interior surface of the second floor ceiling.

6. Limited common elements are elements of the condominium which are reserved in this Master Deed for the use of one or more co-owners of the apartment specified herein, to the exclusion of the co-owners of the remaining apartments. The limited common elements of this condominium are:

(a) The decks, porches and patio areas in the condominium are restricted in use to owners of the respective apartments which open onto such decks, porches and patio areas. Patio areas shown on the Plan as limited common elements may be improved or enclosed by the co-owner entitled to the use thereof, provided that the plans for any improvements or enclosures shall be subject to the prior written approval of the Board of the Association, which approval may be given or withheld on the basis of safety, uniformity and aesthetic effect. Patio areas shall be maintained by and at the expense of the Association provided that any patio area which is enclosed or improved shall thereafter be maintained at the sole expense of the co-owner entitled to the use thereof.

(b) Open parking areas shall be general common elements except for any parking area which is designated on the Plan as a limited common element. With respect to any parking area not designated on the Plan as a limited common element, the Developer hereby reserves the right to amend this Master Deed and to designate any portion of such

parking area as a limited common element and to assign parking spaces to the use of one or more co-owners in the Developer's sole discretion. The rights reserved by the Developer in this subparagraph shall not be construed to obligate the Developer to allocate parking spaces.

(c) The surfaces of main walls, surfaces of second floor ceilings, and surfaces of basement floors within an apartment, and the windows and doors opening into an apartment shall be subject to the exclusive use and enjoyment of the co-owner of such apartment.

(d) Each storage area, designated as such on the Plan, shall be a common element limited in use to the storage area.

7. Each co-owner of an apartment in the condominium shall have the right to the use and enjoyment of all the general common elements of the condominium. The general common elements of the condominium shall consist of all of the elements of the condominium which are not designated as part of an individual apartment in paragraph 5 above, or as a limited common element in paragraph 6 above. General common elements shall include, by way of illustration but not limitation, the land described in paragraph 2, including driveways, sidewalks and parking areas, the foundations, main walls, roofs, second floor ceilings and basement floors, the utility systems, including fittings and connections within individual apartments, but not including plumbing fixtures, lighting fixtures or telephones within individual apartments. Each co-owner shall have the right to the use and enjoyment of all the general common elements of the initial stage of the condominium and of all the general common elements of every stage of this multi-stage project which are added to the condominium as provided in paragraph 9 below, including any community amenities which the Developer may construct and include within the condominium.

2. According to the rights granted to the Developer or successor in paragraph 9 of such Master Deed and in order to reflect modifications in certain floor plans, the percentage of value assigned to units 1 through 37 according to paragraph 8 of the aforesaid Master Deed is hereby amended to be as follows:

<u>Apartment Number as Designated on the Plan</u>	<u>Percentage of Value Assigned</u>
1	2.925
2	2.863
3	2.863
4	2.873
5	2.882
6	2.992
7	2.992
8	3.019
9	3.048
10	2.709
11	2.632
12	2.113
13	3.161
14	2.632
15	2.599
16	2.113

140

11/16/81
 LAND 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 Certificate, and
 all TAXES on same are paid for the years
 previous to the date of this instrument, as
 shown by the records in this office except
 as stated.
 C. HUGH DONAHY, County Treasurer
 Sec. 135, Act 202, 1892 as amended

00802

17	3.161
18	2.662
19	3.215
20	2.101
21	2.101 ✓
22	2.618 ✓
23	2.585 ✓
24	3.146
25	2.623
26	2.614
27	2.696
28	2.590 ✓
29	3.121
30	2.582 ✓
31	2.614 ✓
32	2.614
33	2.150
34	2.697
35	3.121
36	2.150 ✓
37	2.423 ✓

3. Said Master Deed is further amended in that the condominium plans contained in Exhibit B to the Master Deed being those portions of the Master Deed recorded at Liber 6341, Pages 562 through 583, and re-recorded in Liber 6342, Pages 472 through 493 inclusive, are amended as follows:

(a) Sheets 1, 2 and 3 of Exhibit B of the Master Deed recorded at Liber 6341, Pages 562 through 564 and re-recorded at Liber 6342, Pages 472 through 474, Oakland County Register of Deeds, are amended as set forth in Sheets 1, 2 and 3 of Exhibit B hereto.

(b) Sheets 4 through 22 of Exhibit B of the Master Deed, recorded at Liber 6341, Pages 565 through 583, and re-recorded at Liber 6342, Pages 475 through 493 are deleted in their entirety.

(c) Sheets 4 through 22, 22a, 22b, 22c, 22d, 22e, 22f, 22g, 22h, 22i and 23 are hereby added as new sheets and as amendments to the Master Deed. Said sheets are part of Exhibit B to this Amendment.

4. Except as provided expressly amended herein, such Master Deed, as previously amended, remains in full force and effect.

(LIBER 6341 PAGE 545)

AMENDED
OUT
SEE
LAST 3
PAGES

apartments, but not, including plumbing fixtures, lighting fixtures or telephones within individual apartments. Each co-owner shall have the right to the use and enjoyment of all the general common elements of the initial stage of the condominium and of all the general common elements of every stage of this multi-stage project which are added to the condominium as provided in paragraph 9 below, including any community amenities which the Developer may construct and include within the condominium.

8. The value of each apartment unit shall be the percentage of the overall value of the condominium as set forth below. For the purpose of assigning percentages, the total value of this stage of the project is 100. The percentages set forth herein shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration of the Association, and the value of each co-owner's vote at meetings of the Association.

APARTMENT NUMBER AS DESIGNATED ON THE PLAN	PERCENTAGE OF VALUE ASSIGNED
1	2.94
2	2.50
3	2.05
4	2.50
5	2.32
6	2.44
7	2.44
8	2.05
9	2.94
10	3.04
11	2.74
12	2.74
13	2.46
14	3.36
15	2.74
16	2.88
17	2.46
18	3.36
19	2.79
20	2.94
21	2.05
22	2.05
23	2.32
24	2.44
25	2.86
26	2.49
27	3.01
28	2.74
29	2.95
30	3.36
31	2.95
32	3.01
33	3.01
34	2.46
35	2.74
36	3.36
37	2.46
	2.79

no use

9. The proposed condominium is intended to be a multi-stage project to be built upon the land described in paragraph 3

(LIBER 6341 PAGE 546)

above. Any other provisions of this Master Deed notwithstanding, the Developer, its successors or assigns, specifically reserves the right to increase the size of the condominium from time to time by the addition to the existing condominium of all or any portion of the land described in paragraph 3 above, or any other adjoining land owned by the Developer, and the construction of residential units and common elements thereon. Such increase in the size of and additions to the condominium shall be made by amendments to this Master Deed which shall be approved in writing by the Michigan Department of Commerce prior to recordation. Such amendment or amendments shall convert the percentages of value assigned in paragraph 8 above so that the sum of the percentages shall equal a value of 100 for the enlarged condominium. The determination of the converted percentages of value for each apartment unit shall be at the discretion of the Developer, its successors or assigns, subject to the approval of the Michigan Department of Commerce and such converted percentages of value shall continue to bear a reasonable relationship to the relative amenities of the apartment units. The type and number of additional units to be built upon the enlarged condominium shall be at the discretion of the Developer, provided that no more than 350 units shall be constructed for the entire condominium. The amendments to the Master Deed shall also consist of such additional information as is necessary to further define the general and limited common elements of the additional stages of the enlarged condominium. All persons consenting to the recordation of this Master Deed and all persons acquiring interests in the condominium after the recordation of this Master Deed shall be deemed to have irrevocably consented to such amendments of this Master Deed and to such reallocations of percentages of value. All such persons shall be deemed to have irrevocably appointed the Developer or its successors as attorney in fact for the purpose of executing their consent to such amendments to the Master Deed. Upon or after the recordation of the final amendment to this Master Deed the Developer shall integrate this Master Deed and all amendments hereto into a single Master Deed and, subject to the prior written approval of the Michigan Department of Commerce, shall record such Master Deed designated as the Consolidated Master Deed. Such Consolidated Master Deed shall supersede all previously recorded Master Deeds or amendments. The right of the Developer to amend the Master Deed as set forth in this paragraph 9 may be exercised at any time within five (5) years after the date on which this Master Deed is first recorded in the records of Oakland County; provided that so long as the Developer has not unreasonably delayed the construction of the condominium in a manner prejudicial to the interests of the co-owners or mortgagees, the Michigan Department of Commerce may extend the aforesaid 5-year period for one or more successive periods of one year.

10. The following easements are hereby created:

(a) There shall be a permanent easement in favor of the Association and in favor of public utilities to, through and over those portions of the land, structures, buildings and interior walls contained therein, as may be reasonable for the installation, maintenance and repair of all utilities in the condominium and for maintenance and repair of common elements. Not in limitation of the foregoing, the Association shall at all times have access to any sump pump located within an apartment unit or within a limited common area.

(b) There shall be permanent reciprocal easements along, by and on behalf of all the co-owners, so that 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 the building, an easement shall exist for the maintenance of such encroachment for so long as the encroachment exists.

(c) This Master Deed and the establishment of the condominium herein is subject to all easements of record and to easements shown or proposed on the Plan.

(d) There is hereby reserved to the Developer, its successors and assigns, a permanent nonexclusive easement for ingress and egress to the land described in paragraph 3 hereof, and for the installation, connection, maintenance, repair and replacement of utility lines, and utility installations servicing the land described in paragraph 3 hereof.

(e) The Board of Directors of the Association, including the First Board of Directors, may execute separate instruments creating temporary or permanent easements for utility or roadway purposes and for any purpose relating to the development of the land described in paragraph 3 hereof.

(f) Subject forever to the rights of the co-owners as set forth in this Master Deed and in the Exhibits hereto and subject to the rights of the successors and assigns of the co-owners, the Developer grants and conveys to the Association all of the general and limited common elements of the condominium. The Association, acting by authority of its Board of Directors, shall have the power to create easements in, and to dedicate, portions of the common elements, for the benefit of the co-owners.

(g) Prior to the first annual meeting of the members of the Association, the power granted to the Association in subparagraphs (e) and (f) of this paragraph 10 may only be exercised pursuant to the written approval of the Michigan Department of Commerce.

(h) There shall be a permanent reciprocal easement by and on behalf of the Association and all of the co-owners, to, through and over all land and buildings comprising the condominium as may be reasonable for the support of adjacent structures.

11. There shall be a covenant enforceable against each co-owner that he shall not use his apartment or any of the common elements in the condominium in any manner inconsistent with the purposes hereof, or in any manner which will unreasonably interfere with or impair the rights of another co-owner in the use and enjoyment of his apartment or the common elements.

12. Expenses incurred in connection with the condominium shall be allocated in the following manner:

(a) The cost of any utility service which is metered separately for each apartment unit in the condominium shall be paid separately by each co-owner. The cost of any other utility service, including utilities

(LIBER 6341 PAGE 548)

used in connection with common elements, shall be the expense of the Association. The cost of maintenance, repair and replacement of the interior of each apartment unit, including utility lines and systems located therein and servicing such unit, but not including utility lines or systems located therein and servicing more than one unit, shall be the expense of the co-owner of the unit. Limited common elements other than parking areas and carports, if any, shall be maintained, repaired or replaced at the expense of the separate co-owner or co-owners entitled to the use thereof. Maintenance, repair and replacement of outside air compressors, if any, shall be the obligation of the co-owner of the apartment serviced by the compressor. All utilities and common elements not described above shall be paid, operated, maintained, repaired and replaced at the expense of the Association. Any dispute arising in connection with the interpretation or application of the provisions of this subparagraph (a) shall be resolved by the Board of Directors of the Association in the manner set forth in Section 5, Article VI, of the Condominium By-Laws.

(b) The cost of maintenance, repair, replacement and operation of any community amenity now or hereafter constructed by the Developer in any stage of the development of the condominium shall be an expense of all of the co-owners entitled to the use thereof, whether such co-owners are owners of apartments in this stage or in a preceding or succeeding stage of the condominium, if any.

(c) Notwithstanding any contrary provision of the Master Deed, Condominium By-Laws, Corporate By-Laws, or Articles of Incorporation of the Association, and notwithstanding the fact that the Developer is a member of the Association, the Developer shall not be obligated to pay any assessment made by the Association with respect to units owned by the Developer which are not completed; provided, however, that the Developer and not the Association shall be solely responsible for the maintenance, repair and replacement of such units and the limited common elements appurtenant to such units. With respect to completed units owned by the Developer, the Developer shall not be required to pay any assessment except assessments accruing after the time of the first annual meeting of the members of the Association held in accordance with the provisions of Section 3(f) of Article I of the Condominium By-Laws. Prior to such time the Developer shall pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time, which share shall be based upon the ratio of completed units owned by the Developer at the time the expense is incurred to the total number of completed units in the condominium. For the purpose of this subparagraph (c) a unit shall be deemed completed when a certificate of occupancy has been issued by the local public authority.

13. None of the references in this Master Deed to the Developer's plan to construct and establish successive stages in this condominium shall be construed to obligate the Developer to construct and establish any other apartment units, or other buildings, except as described and defined herein or in the Plan.

(LIBER 6341 PAGE 549)

14. Prior to the first annual meeting of the members of the Association; the Developer may record amendments to this Master Deed to correct survey or other errors of a technical nature, or to accomplish such other proper purposes stated in writing to the Michigan Department of Commerce, provided that such amendments shall be made only with the prior written approval of the Michigan Department of Commerce. In the event that the condominium is totally or partially taken by eminent domain, this Master Deed may be amended to accomplish repair, reconstruction or disposition of the property, as provided in the Condominium By-Laws.

15. Except as stated in paragraphs 6(b), 9 and 14 above, this Master Deed may not be amended unless all of the co-owners, and all mortgagees of record having interest in the condominium, unanimously agree to such amendment.

16. The Developer hereby declares its intention to exert its best efforts to cause all of the Condominium units described herein to be sold and conveyed to individual purchasers; provided, however, that in the event the Developer at any time determines in its sole discretion that it is not economically feasible for any period of time to market and use said units exclusively as sale units, the Developer reserves the right to use the units for any lawful purpose, consistent with the provisions of this Master Deed and the Exhibits hereto, and the Developer reserves the right to enter into one or more lease agreements for any of the units owned by the Developer.

IN WITNESS WHEREOF, the Developer herein has duly executed this Master Deed the day and year first above written.

WITNESSES:

Thomas J. Beale
Thomas J. Beale
Margaret A. Grady
Margaret A. Grady

CONDOMINIUM CONCEPTS, INC.,
Michigan Corporation

By:

Jack Friedman
Jack Friedman

Its: President

