# MASTER DEED HUNTERS PARK CONDOMINIUM

THIS MASTER DEED is made and executed on this day of 1998, by BECK/NORTH TERRITORIAL DEVELOPMENT L.L.C., hereinafter referred to as "Developer," whose post office address is 3941 Telegraph, Suite 207, Bloomfield Hills, MI 48302, 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 Developer desires by recording this Master Deed, together with the By-Laws attached hereto as Exhibit A, and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II, together with the improvements located and to be located thereon, and the appurtenances thereto, as a Residential Condominium Project under the provisions of the Act.

NOW THEREFORE, the Developer does, upon the recording hereof, establish HUNTERS PARK CONDOMINIUM as a Condominium Project under the Act, and does declare that HUNTERS PARK CONDOMINIUM (hereinafter referred to as the "Condominium," "Project" or the "Condominium Project") 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 Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

# ARTICLE I

# TITLE AND NATURE

The Condominium Project shall be known as the HUNTERS PARK CONDOMINIUM, Wayne County Condominium Subdivision Plan No.

The architectural plans for the Project have been or will be subject to approval by the Township of Plymouth. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto.



Each individual Unit is 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 land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

Land in the Charter Township of Plymouth, County of Wayne and State of Michigan, described as:

Part of the N.W. 1/4 of Section 28, T.1S., R.8E., Plymouth Township, Wayne County, Michigan, more particularly described as follows:

Commencing at the West 1/4 corner of Section 28, T.1S., R.8E., Plymouth Township, Wayne County, Michigan; thence along the West line of said Section 28, N.02°11'09" E., 1079.60'; thence S.89°41'07" E., 60.03' to the point of beginning of the parcel herein described; thence along the Easterly right of way of Beck Road, also being a line parallel to and 60.00' Easterly of the West line of section 28, N.02°11'09" E., to the intersection of the said Easterly right of way line of Beck Road and the southerly right of way line of North Territorial Road, 488.77'; thence along the said Southerly right of way of North Territorial Road, being a non-tangent curve to the right radius 5669.58', central angle 01°36'37" (the chord of said curve bears N.89°28'11" E., 159.32') a distance of 159.33'; thence continuing along the said Southerly right of way of North Territorial Road, S89°43'31"E., 578.85'; thence S.02°11'09" W., 491.52'; thence N89°41'07" W., 738.07' to the point of beginning. Containing 8.3167 acres.

Subject to all easements and restrictions of record and all governmental limitations.

# ARTICLE III

### 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 of the HUNTERS PARK CONDOMINIUM ASSOCIATION, a Michigan Non-Profit Corporation, and deeds,

	r
	r

- mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in HUNTERS PARK CONDOMINIUM 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. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- Section 2. Association. "Association" means HUNTERS PARK CONDOMINIUM ASSOCIATION, which is the non-profit corporation organized under Michigan Law of which all Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.
- section 3. Business Day. "Business Day" Means a day of the year excluding a Saturday, Sunday or legal holiday.
- Section 4. By-Laws. "By-Laws" means Exhibit A hereto, being the By-Laws setting forth the substantive rights and obligations of the Co-Owners and required by Section 3(A) of the Act to be recorded as part of the Master Deed. The By-Laws shall also constitute the corporate by-laws of the Association as provided for under the Michigan Nonprofit Corporation Act.
- Section 5. Common Elements. "Common Elements," where used without modification, means as described in Article IV hereof.
- means and includes this Master Deed and Exhibits A and B hereto, 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 7. Condominium Premises. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to HUNTERS PARK CONDOMINIUM as described above.
- Section 8. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" means HUNTERS PARK CONDOMINIUM as an approved Condominium Project established in conformity with the provisions of the Act.
- Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.
- Section 10. Construction and Sales Period. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units or other

	•
	r

residences or owns or holds an option or other enforceable purchase interest in land for residential development within 1/2 mile of the Condominium Premises.

Section 11. Co-Owner. "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-Owner."

Section 12. Developer. "Developer" means BECK/NORTH TERRITORIAL DEVELOPMENT L.L.C., a Michigan Limited Liability Company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance or (c) mandatorily after 75% of all Units which may be created are sold, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a 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 exceeds the votes which may be cast by the Developer.

section 15. Unit or Condominium Unit. "Unit" shall mean the enclosed space constituting a single complete residential Unit in HUNTERS PARK 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.

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 and vice versa.

# ARTICLE IV

### COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B

		9
		1

attached hereto, and the respective responsibilities for maintenance, decoration, repair and replacement thereof are as follows:

- Section 1. General Common Elements. The General Common Elements are:
- (a) Land. The land and beneficial easements described in Article II hereof, including roads, but excluding the 27 Units.
- (b) Electrical. The electrical transmission systems throughout the Project, to the extent and from the point that it serves all Units as shown on Exhibit B.
- (c) Telecommunications. The telephone and/or telecommunications systems throughout the Project, to the extent and from the point that it serves all Units as shown on Exhibit B.
- (d) Water. The water distribution system, to the extent and from the point that it serves all Units as shown on Exhibit B.
- (e) Sanitary Sewer. The sanitary sewer system, to the extent and from the point that it serves all Units as shown on Exhibit B.
- (f) Storm Sewer. The storm sewer system, to the extent and from the point that it serves all Units as shown on Exhibit B, including easements and other rights benefitting the project.
- (g) Screening Fence. The screening fence, if any, which separates the Project from adjacent properties.
- (h) Other. Such other elements of the Project not herein designated as 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/or safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipments hall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows:



- (a) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association.
- (b) Units. The cost of maintenance, repair and replacement of all improvements on the Units shall be borne by the Owner of each Unit, except that any lawn area shall be mowed and snow removal, including driveways, sidewalks and porches, shall be done by the Association.

No Co-Owner shall use his 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 Unit or the Common Elements.

### ARTICLE V

# UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Description of Units. Each Unit in the Section 1. Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of HUNTERS PARK CONDOMINIUM, as prepared by Warner, Cantrell & Padmos, Inc., and attached hereto as Exhibit B. Within such Unit and beneath the surface of the land, each Co-Owner may construct a single residential dwelling Unit and appurtenant structures as permitted by local codes and ordinances. The architectural plans and specifications for such improvements must be filed with and approved by the Township of Plymouth and the Association. Such improvements shall be designed and constructed so as to create an attractive, aesthetically integrated Project. Each Unit shall include all that surface space located within the Unit boundaries, as shown on Exhibit B hereto and delineated with heavy outlines.

Section 2. Percentage of Value. The Project consists of twenty-seven (27) Units numbered consecutively from 1 through 27. The percentages of value were determined with reference to the comparative characteristics of the Units included in the Project and concluding, on the basis of such characteristics, that the percentages of value for all Units should be equal or 3.7 per cent each. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share of the Common Elements of the Condominium Project, each Co-Owner's respective share in the proceeds and expenses of administration and the value of such Co-Owner's vote at meetings of the Association; notwithstanding the foregoing the distribution of the insurance and condemnation proceeds shall be governed by the pertinent provisions of the By-Laws.

	4	
	Ø,	

Unit	Percentage of Value
1 2 3 4 5	3.7037% 3.7037% 3.7037% 3.7037% 3.7037%
6	3.7037%
7	3.7037%
8	3.7037%
9	3.7037% 3.7037%
10	3.7037%
11	3.7037%
12 13	3.7037%
14	3.7037%
15	3.7037%
16	3.7037%
17	<b>3.7</b> 037%
18	3.7037%
19	3.7037%
20	3.7037%
21	3.7037%
22	3.7037%
23	3.7037%
24	3.7037%
25	3.7037%
2.6	3.7037%
27	3.7937% —
	Most= 100%

## ARTICLE VI

### EASEMENTS

# Section 1. Easements.

(a) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads in the Condominium for the purpose of ingress and egress. All expenses of maintenance, repair, replacement, resurfacing and snow removal of any road referred to in this Article shall be shared by this Condominium. The Co-Owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by dividing such expenses by the number of Units in this Condominium.

The Developer reserves the right at any time prior to the Transitional Control Date to dedicate to the public a 60 foot

	•
	*

right-of-way (or a right-of-way of such other width as may be required by the local public authority) over any or all of the roadways in HUNTERS PARK CONDOMINIUM, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer 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 Exhibit B hereto, recorded in the Wayne County Records. 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 right-of-way dedication.

The Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by the Developer 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 Exhibit B hereto, recorded in the Wayne County Records. 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 easement or transfer of title.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

Section 3. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents.

# ARTICLE VII

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of  $66\ 2/3\%$  of the Co-Owners, except as hereinafter set forth.

		न
		Py
	,	

Section 1. Co-Owner Consent. No Unit dimension may be modified without the consent of the Co-Owner of such Unit.

Prior to 1 year after expiration Section 2. By Developer. of the Construction and Sales Period, the Developer may, without the consent of any Co-Owner or any other person, amend this Master Deed and the Condominium Subdivision Plan 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 or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating 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, or by other public or private mortgage insurer or any institutional participant in the secondary mortgage market or which insures mortgages.

section 3. Change in Percentage of Value. Except as provided in Article V, Section 6(c) of the By-Laws, the value of the vote of any Co-Owner and the 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.

Section 4. Mortgage Approval. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee, unless the Amendment would materially alter or change the rights of a mortgagee, in which event 66 2/3% of the Mortgagees shall approve such Amendment, giving one vote for each mortgage held.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-Owners.

section 6. Developer Approval. Article VI and Article VII shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains under such provisions any further possibility of expansion of the Condominium Project. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

5.
Ψ.

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO.

SUBDIVISION PLAN NO.
EXHIBIT B TO THE MASTER DEED OF
HUNTERS PARK CONDOMINIUM

PART OF THE N.W. 1/4 OF SECTION 28, T.1S., R.8E., PART OF THE N.W. 1/4 OF SECTION 28, T.1S., R. PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN.

SURVEYOR :

WARNER, CANTRELL & PADMOS, INC. ONL DIGGES NO UND SIRVETORS DOTSO VALVE NO UND SIRVETORS FARMED WORLD, 18328

DEVELOPER :

394) TELECONOM, TATE 207 BLOWNELD HILL, W. ASSET

LEGAL DESCRIPTION :

PAST OF THE N.A. TVILOF BEGINGN 18, TIS, RIBE, PLINGUIN TOWNSHAP, WANTE COUNTY, WICHIGAN WITE PARTICULARY DESCRIBED AS FOLICARS.

COMMENCE AT THE MEST 1/4 CRRNER OF SCOTON 23, F1S, R B2.

PLYACOPT TO CONSIDER MEST COUNTY, WINDOWS PREMISE, 120-18

THE MEST LINE OF SAID SECRIFY 28, MOST 109°C. MOST 63, FNS-62

FESTER DESIGNED. THE PAIN OF ESTER MOST 64, PRINCE FESTER FESTER MOST 64, PRINCE FESTER MOST 65, PRINCE FESTER FESTER FESTER MOST 65, PRINCE FESTER FESTER MOST 65, PRINCE FESTER FESTER FESTER MOST 65, PRINCE FESTER FESTER MOST 65, PRINCE FESTER FESTER MOST 65, PRINCE FESTER FESTER FESTER FESTER FESTER MOST 65, PRINCE FESTER FESTE

BECK/WORTH TERRITORIAL DEVELOPMENT, LILIC.

CONDIGNICAL SEBINISTA FLANS SHALL SE KILDEGIGO CONSCOUNCE! ANEN RECORDED BY THE REGISTRA CENTRAL SERVICE HALL WE SESSIVATE AND COLNET CONDEMNA SERVICENT WINNERS AND CONST CHARED MUST BE PROPERLY SHOWN ON THIS SHEET AND ON SHEET 2 IN THE SURFECTORS CHARGOS CHARLONE.

COUNTY REGISTER OF CHESS

ATTENTION :

# SHEET INDEX:

SHEET NO.

SURVET PLAN SITE PLAN UTUTY PLAN EASEMENT PLAN COVER SHEET

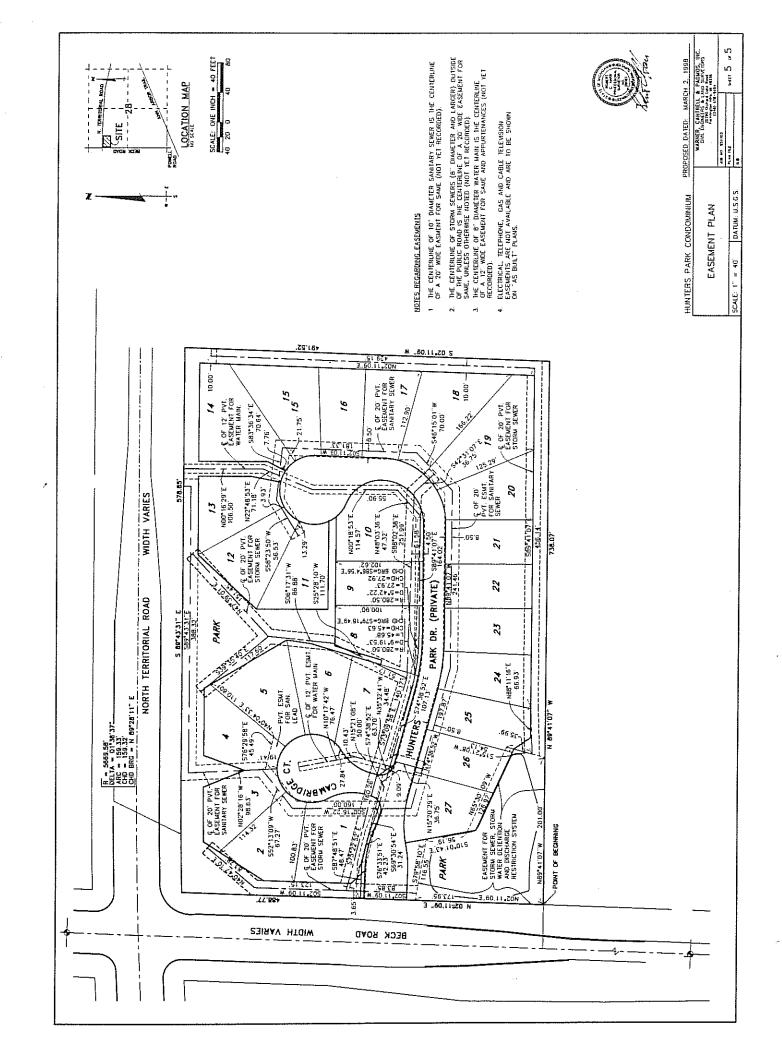
· 四 S S

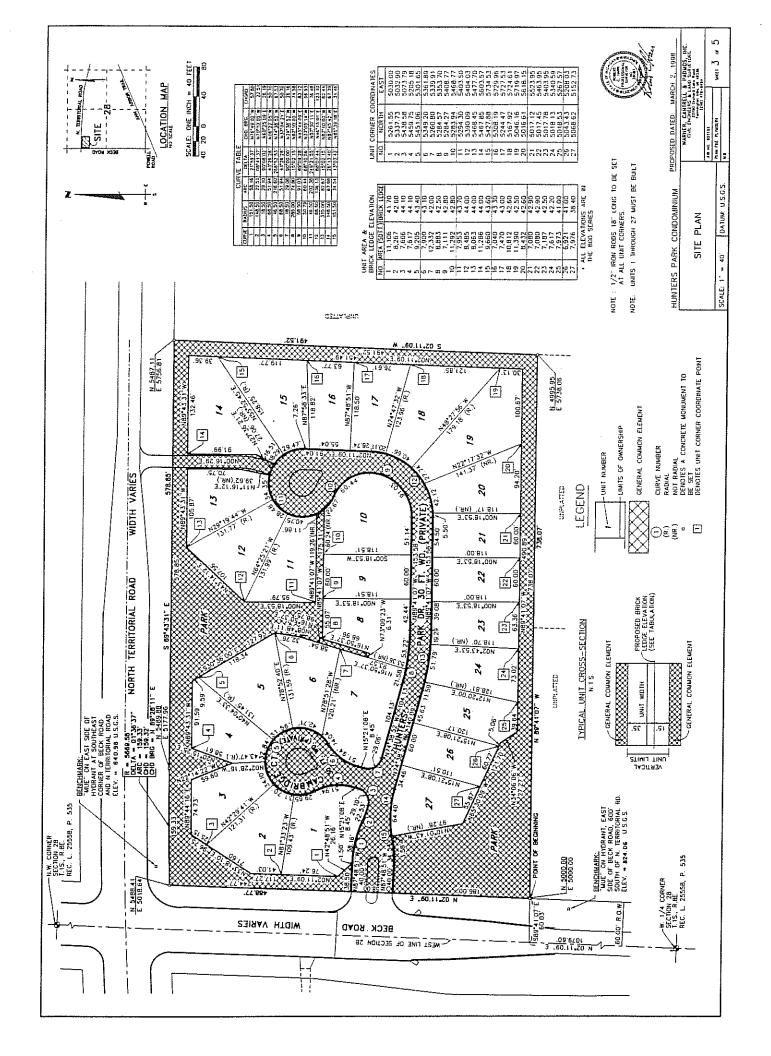
ALL IMPROVENENTS SHOWN ON THE PLAN ETHER HAVE BEEN CONSTRUCTED OR MUST BE BUILL

ROBERT C. HARR
LICENSED PROFESSONAL SURVEYOR NO. 39081

PROPOSED DATED: WARCH 3, 1393 HUNTERS PARK CONDOUNTER

17 17 18 MARKER CANTREL & PACKODS HO. CONTROL OF CONT COVER SHEET





		٠

