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MASTER DEED  
FAIRWAY ESTATES  
(Act 59, Public Acts of 1978)

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 612

This Master Deed is made and executed on this 17th day of April, 1989, by Fairway Estates Condominium Corporation, a Michigan corporation, hereinafter referred to as "Developer," whose office is situated at 4335 Elizabeth Lake Road, Pontiac, Michigan 48054, 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:

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0001 MAY 31 '89 02:28PM  
0261 MISC 125.00

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 residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Fairway Estates as a Condominium Project under the Act and does declare that Fairway Estates (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 said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I  
TITLE AND NATURE

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O.K. - LM as  
for Phil Seaver.

The Condominium Project shall be known as Fairway Estates, Oakland County Condominium Subdivision Plan No. 612. The Architectural plans for the Project were approved by the Township.

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of Waterford. The Condominium Project is established in accordance with the Act. The buildings and 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 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 land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

Land in the Township of Waterford, Oakland County, Michigan, described as:

PART OF LOT 2 OF "ELIZABETH LAKE GOLF AND COUNTRY CLUB SUMMER HOME SITE", A SUBDIVISION OF PART OF SOUTH 1/2 OF SECTION 27, TOWN 3 NORTH, RANGE 9 EAST, WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 14, PAGE 25 OF PLATS, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT POINT LOCATED SOUTH 33.00 FEET AND WEST 1327.74 FEET AND SOUTH 05 DEGREES 13 MINUTES 44 SECONDS WEST 183.76 FEET FROM THE CENTER OF SECTION 27, TOWN 3 NORTH, RANGE 9 EAST; THENCE FROM SAID POINT OF BEGINNING SOUTH 04 DEGREES 15 MINUTES 22 SECONDS EAST 125.85 FEET; THENCE SOUTH 05 DEGREES 13 MINUTES 44 SECONDS WEST 232.00 FEET; THENCE SOUTH 38 DEGREES 35 MINUTES 00 SECONDS WEST 62.00 FEET; THENCE NORTH 72 DEGREES 02 MINUTES 10 SECONDS WEST 537.05 FEET TO THE WESTERLY LINE OF LOT 2 AND THE EASTERLY LINE OF COOLEY LAKE ROAD; THENCE NORTH 50 DEGREES 16 MINUTES 33 SECONDS EAST 64.42 FEET ALONG SAID EAST LINE; THENCE NORTH 20 DEGREES 14 MINUTES 41 SECONDS EAST 190.71 FEET CONTINUING ALONG SAID EAST LINE OF COOLEY LAKE ROAD; THENCE NORTH 89 DEGREES 25 MINUTES 16 SECONDS EAST 224.62 FEET; THENCE NORTH 17.00 FEET; THENCE EAST 221.19 FEET TO THE POINT OF BEGINNING.

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Part of Tax Item No. 13-27-326-004 - of 404 2

Subject also to all other 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 corporate Bylaws and Rules and Regulations of Fairway Estates, a non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Fairway Estates as a condominium. Wherever 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 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. 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. "Association Bylaws" means the corporate Bylaws of Fairway Estates, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Common Elements," where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

E. "Condominium Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed.

F. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association.

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G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Kingsley Manor as described above.

H. "Condominium Project," "Condominium" or "Project" means Fairway Estates as an approved Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit B hereto.

J. "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."

K. "Developer" shall mean Fairway Estates Condominium Corporation, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

L. "Development and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer is offering any Unit in the Project for sale.

M. "First Annual Meeting" 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 within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

N. "Transitional Control Date" means the date on which a Board of Directors of the Association 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.

O. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Fairway Estates 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

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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 A 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 land lying underneath garage floors, driveways, roads, sidewalks, and parking spaces, not identified as Limited Common elements.

2. Foundations, supporting columns, walls as shown on Exhibit B (including windows and doors therein), roofs, ceilings, floors, and chimneys.

3. All utility, transmission, or distribution systems throughout the Project including those contained within Unit walls, up to the point of connection with the fixtures they service but excluding the fixtures themselves viz: water, sanitary sewer, storm drainage, and electrical, telephone, and cable television (excluding plugs and switches).

4. 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, but which are intended for common use or necessary to the existence, upkeep, and safety of the Project.

B. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant; the Limited Common Elements are:

1. The interior surfaces of a Unit, and its perimeter walls (including windows, doors, and screens), and its ceilings, and floors and garage floor.

2. In the event that a Co-owner incorporates materials or improvements other than those offered in the Developer's standard unit plan into his Unit's interior walls, such materials or improvements shall be Limited Common Elements.

3. The sidewalk leading to the front door of a Unit.

4. Each driveway in the Condominium marked with one number as shown on the Site Plan of the Condominium Subdivision Plan, is limited in use to the Co-owner of the Unit whose number corresponds in number to such driveway. Each driveway in the Condominium marked with more than one number, as shown on the Site Plan of the Condominium Subdivision Plan, is limited in use to the Co-owners of the Units whose numbers correspond in number to such driveway.

5. Each court in the Condominium marked with one number, as shown on the Site Plan of the Condominium Subdivision Plan, is limited in use to the Co-owner of the Unit whose number corresponds in number to such court. Each court in the Condominium marked with more than one number on the Site Plan of the Condominium Subdivision Plan is limited in use to the Co-owners of the Units whose numbers correspond in number to such court.

6. Each individual deck in the Condominium is limited in use to the Co-owner of the Unit to which such deck is attached as shown on the Site Plan of the Condominium Subdivision Plan.

7. The electric meter, gas meter, and water meters for each Unit.

8. Each air conditioning compressor outside the Unit which it services.

9. Burglar and fire alarm systems, garage doors, door hardware, openers, and transmitters of each Unit.

C. The respective responsibilities for the maintenance, decoration, repair, and replacement of the Common Elements are as follows:

1. The costs of maintenance, decoration, repair, and replacement of all General Common Elements shall be borne by the Association.

2. The costs of maintenance, decoration, repair, and replacement of all Limited Common Elements shall be borne by the Association except as follows:

(a) The cost of repairing, replacing, or cleaning plumbing drain traps within a Unit shall be borne by the Co-owner thereof.

(b) The cost of repairing and replacing the air conditioning compressors, burglar- and fire-alarm systems,

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garage doors, garage door hardware, garage door openers and transmitters shall be borne solely by each Co-owner utilizing such equipment. Uniformity in the appearance of garage doors is required in maintenance, repair, or replacement of same by Co-owners and the Association may, as in all other similar instances, avail itself of the remedies set forth in Article XI of the Bylaws for the default of any Co-owner under this provision.

(c) The Association shall be responsible for snow removal from roads and sidewalks. The Association shall not be obligated to remove snow from porches.

(d) The cost of maintenance, repair, and replacement of each wood deck and courtyard (and its landscaping) shall be borne by the Co-owner of the Unit to which they are appurtenant.

(e) The costs of maintenance (interior and exterior), repair, and replacement of all exterior doors, window glass, and screens shall be borne by the Co-owner of the Unit to which they are appurtenant.

(f) All costs of electricity (and light bulbs), natural gas, and water flowing through meters shall be borne by the Co-owner of the Unit to which such meters are appurtenant.

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

A. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Fairway Estates as surveyed by Kieft Engineering, Inc. and attached hereto as Exhibit B. Each Unit 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.

B. The percentage of value assigned to each Unit is set forth in subparagraph C below. The percentages of value were computed on the basis of the relative sizes, computed in terms of area in square feet, of the Units, with the resulting percentages

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reasonably adjusted to total precisely one hundred percent (100%). The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100.

C. Set forth below are:

1. Each Unit number as it appears on the Condominium Subdivision Plan.

2. The percentage of value assigned to each Unit.

3. The type of Unit and the percent of value assigned to each is as follows:

<u>Unit Number</u>	<u>Type of Unit</u>	<u>Percentage of Value Assigned</u>
1	2-bedroom	12.5
2	2-bedroom	12.5
3	2-bedroom	12.5
4	2-bedroom	12.5
5	2-bedroom	12.5
6	2-bedroom	12.5
7	2-bedroom	12.5
8	2-bedroom	12.5

#### ARTICLE VI EXPANSION OF CONDOMINIUM

A. **Area of Future Development.** The Condominium Project established pursuant to the initial Master Deed of Fairway Estates and consisting of 8 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 16 units. Additional Units, if any, will be constructed upon all or some portion or portions of the land described in Article II.

B. **Increase in Number of Units.** Therefore, 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 6 years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The location, nature, appearance,



design (interior and exterior), and structural components of all such additional units as may be constructed thereon shall be determined by Developer in its sole discretion subject only to approval by the Township of Waterford. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No Unit shall be created within the area of future development which is not restricted exclusively to residential use.

C. **Expansion Not Mandatory.** Nothing herein contained shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer may, in its discretion, establish all or a portion of said area of future development as rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

D. **Amendment of Master Deed and Modification of Percentages of Value.** Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.

E. **Redefinition of Common Elements.** 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, serve, and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of

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roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development, and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project.

F. Consolidating Master Deed. A consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

G. Consent of Interested Persons. 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 to 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. 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 amendment may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits hereto.

#### ARTICLE VII EASEMENTS

A. 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, 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 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 Common Element.

B. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common

Elements as may be necessary 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 or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common elements.

C. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-use agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for a cable television network to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any cable television or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

D. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the condominium for the purpose of ingress and egress to and from all or any portion of any parcel that is contiguous to the parcel described in Articles II and VI.

E. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any parcel that is contiguous to the parcel described in Articles II and VI or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the condominium premises, including, but not limited to, water, gas, storm, and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located on the condominium premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the condominium premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

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ARTICLE VIII  
AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of the Co-owners except as hereinafter set forth:

A. No Unit dimension may be modified in any material way without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

B. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

C. Prior to 1 year after expiration of the Development 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 Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

D. 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, except as provided in Article V, Section 6(c) of the Condominium Bylaws.

E. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer, together with written consent of 80% of the non-developer Co-owners.

F. Section 15 of Article VI of the Condominium By-Laws, which restrict riparian rights as to boating docks and the like

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shall not be subject to amendment without the approval of the  
Charter Township of Waterford.

Signed, Sealed, and Delivered  
in the Presence of:

FAIRWAY ESTATES CONDOMINIUM CORP.  
a Michigan corporation

Robert D. Delei  
Robert D. Delei  
Lloyd Syron  
Lloyd Syron

By: Frank G. Syron, Jr.  
Frank G. Syron, Jr., President  
and: Lloyd Syron  
Lloyd Syron, Secretary

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.:

The foregoing instrument was acknowledged before me on  
the 17<sup>th</sup> day of April, 1989, by Frank G. Syron, Jr.,  
President, and Lloyd Syron, Secretary, of Fairway Estates  
Condominium Corporation, a Michigan corporation, on behalf of the  
Corporation.

My Commission Expires:

Laurie Jean Hughes  
Notary Public, Oakland County  
State of Michigan

6-26-91  
DRAFTED BY AND RETURN TO:  
Hudson Mead, Esq.  
2020 Buhl Building  
Detroit, Michigan 48226  
(313) 961-3451