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MASTER DEED

OF

COMMUNITY PLACE CONDOMINIUMS

(Pursuant to Act 59, Public Acts of 1978 as amended)



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(Pursuant to Act 59, Public Acts of 1978 as amended)

This master deed (the "Master Deed")¹ is signed and delivered on the _____ day of _____, 200__ by COMMUNITY PLACE LLC, [ADDRESS], a Michigan limited liability company, (the "Developer") upon the terms and conditions set forth below.

SECTION 1
ESTABLISHMENT OF CONDOMINIUM

- 1.1 Project.** The Developer is engaged in the development of a project to be known as COMMUNITY PLACE Condominiums (the "Project"), in the City of Detroit, Wayne County, Michigan on a parcel of land as described in section 2 below.
- 1.2 Establishment of Condominium.** The Developer desires, by recording this Master Deed together with the bylaws of the condominium association attached as Exhibit A (the "Bylaws") and the condominium subdivision plan attached as Exhibit B (the "Condominium Subdivision Plan") to establish the real property described in section 2, together with the improvements located and to be located on such property (the "Property"), as a condominium project under the provisions of the Michigan Condominium Act, as amended (the "Act" as defined, along with foregoing terms, in Section 3 below). The Developer does hereby declare that upon the recording of this Master Deed, the Project shall be a condominium project under the Act and the Project shall be held, conveyed, encumbered, leased rented, occupied, improved, or in any other manner used, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators, and assigns.

¹ Definitions of all capitalized terms are contained in Section 3 of this Master Deed.

- 1.3 Project Description.** The Project is a residential condominium. The Condominium Units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit, are shown on the Condominium Subdivision Plan. Each of the units is capable of individual use by reason of having its own entrance from and exit to a Common Element of the Project.
- 1.4 Co-Owner Rights.** Each owner of a unit (a “Co-Owner” in the Project shall have an exclusive property right to the unit owned by that Co-Owner and to the Limited Common Elements that are appurtenant to that particular unit (the “Limited Common Elements”) Each Co-Owner shall have an undivided right to share with other Co-Owners in the ownership and use of the General Common Elements of the Project as described in this Master Deed (the “General Common Elements”).

SECTION 2

LEGAL DESCRIPTION OF THE PROPERTY

- 2.1 Condominium Property.** The land that is being submitted to condominium ownership in accordance with the provisions of the Act is described as follows:

[COMPLETE LEGAL DESCRIPTION OF PARCEL FOR CONDIMINIUM],
_____County, Michigan, as recorded in Liber ____, page ____ of Plats, _____
County Records, and being described more particularly as:

[COMPLETE LEGAL DESCRIPTION AS CONTAINED IN THE SURVEY
PREPARED AND REVIEWED BY A PROJECT ENGINEER, AND CONTAINING
THE METES AND BOUNDARIES OF THE PROPOSED AREA TO BE
DEVELOPED.]

Subject to any and all easements and Rights-of-Way of record or otherwise.

- 2.2 Beneficial Easements.** Easements are hereby created and conveyed to and for the benefit of the Project and the units located in the Project, and the Project and the units located in the Project are benefited by the ingress, egress, utility, and other easements described and/or shown on Exhibit B.

SECTION 3

DEFINITIONS

- 3.1 Definitions.** Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be

ascribed to the term in this as well as various other instruments with regard to the Project, including but not limited to the articles of incorporation, the Bylaws of the COMMUNITY PLACE Condominium Association, the rules and regulations of the Association, and various deeds, mortgages, land contracts, easements, or other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context requires otherwise:

- 3.1.1 Act.** “Act” or “Condominium Act” means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended.
- 3.1.2 Administrator.** “Administrator” means the Michigan Department of Consumer and Industry Services, which is designated to serve as administrator of the Act.
- 3.1.3 Association.** “Association” or “Association of Co-Owners” means the COMMUNITY PLACE Condominium Association, a Michigan non profit corporation, which shall administer, operate, manage, and maintain the Project and which shall have all Co-Owners as members.
- 3.1.4 Association Bylaws.** “Association Bylaws” or “Bylaws” means the corporate bylaws of the COMMUNITY PLACE Condominium Association, organized to administer, operate, manage, and maintain the Project and attached as Exhibit A to this Master Deed.
- 3.1.5 Common Elements.** “Common Elements” means any portions of the Project other than the individual Condominium Units, including all general and limited common elements described in section 4 of this Master Deed.
- 3.1.5.1 General Common Elements.** “General Common Elements” means those Common Elements that are for the use and enjoyment of all Co-Owners of the Project, as described more fully in Section 4 of the Master Deed.
- 3.1.5.2 Limited Common Elements.** “Limited Common Elements” means those Common Elements that are reserved for the exclusive use of a Co-Owner of a specific unit or units, as described more fully in the Master Deed.
- 3.1.6 Condominium Documents.** “Condominium Documents” means this Master Deed including all exhibits, the articles of incorporation of the Association, the Bylaws of the Association, the rules and regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of a Co-Owner in the Project.

- 3.1.7 Condominium Property.** “Condominium Property” or “Pro a ‘ means the land described in section 2, as the same may be amended, together with all structures, improvements, easements, rights, and appurtenances located on or belonging to such property.
- 3.1.8 Condominium Subdivision Plan.** “Condominium Subdivision Plan” means Exhibit B to this Master Deed, which is the site, survey, floor, and other drawings depicting both existing and proposed structures and improvements to be included in the Project.
- 3.1.9 Condominium Unit.** “Condominium Unit” or “Unit” means that portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.
- 3.1.10 Co-Owner.** “Co-Owner” means the person, firm, corporation, partnership, association, trust, or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including both the vendee(s) and vendor(s) of any land contract purchase who shall be considered under the Act to be jointly and severally liable. The term Owner, wherever used, is synonymous with the term Co-Owner.
- 3.1.11 Developer.** “Developer” means COMMUNITY PLACE LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Decd, and any successors or assigns of the Developer.
- 3.1.12 Development and Sales Period.** “Development and Sales Period” for purposes of the Condominium Documents and the rights reserved by the Developer and its successors, shall be deemed to continue for as long as the Developer or its successors continue to own and offer for sale any unit in the Project that has not been previously conveyed or leased.
- 3.1.13 Master Deed.** “Master Deed” means this document, together with the exhibits attached to it and all amendments that maybe adopted in the future, by which the Project is being submitted to condominium ownership.
- 3.1.14 Percentage of Value.** “Percentage of Value” means the percentage assigned to each unit by this Master Deed, which is determinative of the value of a Co-Owner’s vote at meetings of the Association and the proportionate share of each Co-Owner in the Common Elements of the Project.
- 3.1.15 Project.** “Project” or “Condominium Project” means COMMUNITY PLACE Condominiums, a residential condominium development established under the

provisions of the Act and located in the city of Detroit, county of Wayne on property described more fully in this Master Deed.

3.1.16 Transitional Control Date. “Transitional Control Date” means the date on which a board of directors for the Association of Co-Owners takes office pursuant to an election in which the votes that may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

SECTION 4

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

- 4.1.1 Real Estate.** The property described in section 2 of this Master Deed, including easement interests benefiting the condominium including, but not limited to, interests for ingress, egress, and utility installation and other purposes, over, across, and through non condominium properties but excluding individual units in the Project and the real estate designated as Limited Common Elements;
- 4.1.2 Exterior Improvements.** The private roadway(s), parking spaces, and the common walkways, lawns, yards, trees, shrubs, and other improvements;
- 4.1.3 Electrical.** The street lighting system and the electrical transmission system throughout the common areas of the Project whether inside or outside, including those transmission lines contained within common walls, floors, and ceilings;
- 4.1.4 Gas.** The natural gas line network and distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors, and ceilings;
- 4.1.5 Heating and Air-conditioning.** The heating and/or air-conditioning conduits and ducts throughout the common areas of the Project, including those conduits and ducts contained within common walls, floors, and ceilings;

- 4.1.6 Water.** The underground sprinkling system, if any, for the Common Elements, and the water distribution system throughout the common areas of the Project, including those distribution lines leading to any fire hydrants as well as those contained within common walls, floors, and ceilings;
- 4.1.7 Sanitary Sewer.** The sanitary sewer system throughout the common areas of the Project, including those service lines contained within common walls, floors, and ceilings;
- 4.1.8 Storm Drainage.** The storm drainage and/or water retention system throughout the common areas of the Project;
- 4.1.9 Telephone.** The telephone wiring system throughout the common areas of the Project, including those transmission lines contained within common walls, floors, and ceilings;
- 4.1.10 Telecommunications.** The cable television and/or other telecommunications systems installed throughout the common areas of the Project, including those transmission lines contained within common walls, floors, and ceilings;
- 4.1.11 Building Elements.** The foundations, roofs, perimeter walls, and interior walls as shown on Exhibit B (including chimneys), ceilings and floors, and entrances and exits of the Project;
- 4.1.12 Attic Spaces.** The attic spaces and any other building areas not otherwise designated as a limited common element on Exhibit B;
- 4.1.13 Project Entrance Improvements.** Any entry signage and other improvements located at or near the entrance to the Project;
- 4.1.14 Utility Facilities.** Any utility access space located in any common area outside an individual Condominium Unit for the purpose of distributing, monitoring or servicing any utility lines, equipment, or systems for the benefit of the Project;
- 4.1.15 Miscellaneous Common Elements.** All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, that are intended for common use or are necessary to the existence, upkeep, or safety of the Project; and
- 4.1.16 Ownership of Utility and Telecommunications Systems.** Some or all of the utility lines, equipment, and systems (including mains and service leads), and the

telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Co-Owners' interest in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

- 4.2.1 Utility Service Lines.** The pipes, ducts, wiring, and conduits supplying service for electricity, gas, water, sewage, telephone, television, and/or other utility or telecommunication services located within a Condominium Unit and supplying service to that unit alone;
- 4.2.2 Balconies and Porches.** The rear balcony and the front porch attached to each unit in the Project and the exterior hardware of each unit;
- 4.2.3 Delivery Boxes.** The mail and/or newspaper box located on a unit or permitted by the Association within the General Common Elements to serve the unit;
- 4.2.4 Heating and Cooling Appliances.** The separate furnace, water heater, air conditioner, and/or compressor located within or adjacent to a unit and serving that unit exclusively;
- 4.2.5 Windows, Sliders, Doors, and Screens.** The windows, sliders, doors, and/or screens located within or adjacent to any unit perimeter wall, including the garage door and the automatic garage door opening mechanism;
- 4.2.6 Garage Interiors.** Garage interior spaces, and the interior surfaces of garage walls, ceilings, and floors;
- 4.2.7 Interior Unit Surfaces.** The interior surfaces of perimeter walls, doors, ceilings, and floors located within a Condominium Unit;
- 4.2.8 Driveways and walkways.** The portion of any driveway and walkway exclusively serving the residence, constructed within a unit, located between the unit and the paved roadway;
- 4.2.9 Miscellaneous.** Any other improvement designated as a limited common element appurtenant to a particular unit or units in the subdivision plan or in any

future amendment to the Master Deed made by the Developer Or the Association; and

4.2.10 Subsequent Assignment. In the event that no specific assignment of one or more of the Limited Common Elements described in this section has been made in the subdivision plan, the Developer (during the development and sales period) and the Association (after the development and sales period has expired) reserve the right to designate each such space or improvement as a limited common element appurtenant to a particular unit by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

Limited Common Elements. Each Co-Owner shall be individually responsible for the routine cleaning, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Co-Owner's unit, except for the following: none.

Unit Improvements. If any Co-Owner of an individual Condominium Unit owner shall elect to construct or install any improvements to the interior of a unit or, with the prior written consent of the Association, to the unit exterior or the Common Elements appurtenant to the unit, that increase the costs of maintenance, repair, or replacement for which the Association is responsible, then such increased costs or expenses may, at the option of the Association, be specially assessed against that unit or units.

4.3.3 Co-Owner Responsibilities. Each individual Co-Owner shall be responsible for the cleaning, decoration, maintenance and repair of each individual Condominium Unit. Co-Owners of individual Condominium Units shall be responsible for snow removal of that portion of the common sidewalk adjacent to the unit, including the front porch and the sidewalk leading to the common sidewalk. Co-Owners of individual Condominium Units shall be responsible for cleaning and maintaining the rear balconies of each unit.

4.3.4 Association Oversight. The appearance of the balconies, porches, driveways, and unit walkways shall at all times be subject to the approval of the Association. In the event that the cleaning and decoration of such Common Elements by the responsible Co-Owner does not conform to reasonable aesthetic and maintenance standards established by the Association, the Association will have the right to take such action as may be necessary to bring such Common

Elements up to required standards and to charge all costs incurred to the Co-Owner responsible for cleaning, repair, and maintenance.

4.3.5 Other Common Elements. The cost of cleaning, decoration, maintenance, repair, and replacement of all Common Elements other than as described above (including the mowing of all lawn areas accessible to large mowing equipment and the snow plowing of all drives and driveways accessible to truck mounted equipment) shall be the responsibility of the Association, except to the extent of repair or replacement due to the act or neglect of a Co-Owner or the Co-Owner's family member, occupant, agent, invitee, guest or pet.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or re assigned, upon notice to any affected mortgagee, by written application to the board of directors of the Association by all Co-Owners whose interest will be affected by the assignment. Upon receipt of such an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Co-Owners of the units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other instrument of conveyance or encumbrance all Co-Owners, mortgagees, and other interested parties are deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sales Period has expired), as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any parts of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements, and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way that might interfere with or impair the rights of other Co-Owners in the use and enjoyment of their units or their appurtenant Common Elements.

SECTION 5

DESCRIPTION, VALUE, AND MODIFICATION OF UNITS

- 5.1 Description of Units.** The condominium consists of 40 units, numbered 1 through 40 inclusive. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Condominium Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each such unit shall include all the space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors, and ceilings as depicted in the Condominium Subdivision Plan and as delineated by detailed dimensional descriptions contained by the outline, less any Common Elements located within the description. In determining dimensions, each Condominium Unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished sub floor.
- 5.2 Percentage of Value.** The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to each other unit. The determination that percentages of value for all such units should be equal was made after reviewing; the comparative characteristics of each unit that would affect maintenance costs and value, and concluding that there are no material differences among them insofar as the allocation of percentages of value is concerned. The Percentage of Value assigned to each unit shall be changed only in the manner permitted by Section 10, expressed in an amendment to this Master Deed and recorded in the public records of the county in which the Project is located.
- 5.3 Unit Modification.** The number, size, style, and/or location of units or of any Limited Common Element appurtenant to a unit may be modified from time to time by the Developer or its successors without the consent of any Co-Owner, mortgagee, or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any unit that joins or is proximate to the modified unit or Limited Common Element; provided, that no unit that has been sold or that is subject to a binding purchase agreement shall be modified without the consent of the Co-Owner or purchaser and the mortgagee of such unit. The Developer may also, in connection with any such modification, readjust percentages of value for all units in a manner that gives reasonable recognition to such changes based upon the method of original determination of percentages of value for the Project. All Co-Owners, mortgagees of units, and other persons interested or to become interested in the Project from time to time shall be Deemed to have granted a power of attorney to the Developer and its successors for such purpose that is similar in nature and effect to that described in Section 4.5 of this Master Deed.

5.4 Affordable Housing Units. The following units are subject to the Affordable Housing Restriction contained in Exhibit D of this Master Deed:

[UNITS BY NUMBER WILL HAVE TO BE IDENTIFIED HERE AS THOSE TO WHICH THE AFFORDABLE HOUSING RESTRICTION APPLIES. IF A MIXED-INCOME DEVELOPMENT, IE.. CERTAIN UNITS WILL BE AFFORDABLE AND OTHERS WILL BE MARKET RATE, THOSE SPECIFIC UNITS TO WHICH THE AFFRODABLE HOUSING RESTRICTION APPLIES HAVE TO BE DELINEATED]

SECTION 6

NON EXPANDABILITY OF CONDOMINIUM

The Condominium Project is not an expandable project under the Act.

SECTION 7

NON CONTRACTIBILITY OF CONDOMINIUM

The Condominium Project is not a contractible project under the Act.

SECTION 8

EASEMENTS

- 8.1 Easements.** The easements shown on the subdivision plan shall benefit and burden the Condominium Units and Common Elements as shown on Exhibit B, and shall be maintained by the Association unless otherwise provided in the Condominium Documents.
- 8.2 Easements for Support, Maintenance, and Repair.** Every portion of a Condominium Unit that contributes to the structural support of a building not entirely within the unit shall be burdened with an easement of structural support for the benefit of the Common Elements within the building. In the event that any portion of a unit or common element encroaches upon another unit or common element due to the shifting, settling, or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sales Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it is permitted to and elects to assume responsibility, and there shall be easements to, through, and over those portions of the land, structures, buildings, improvements, and walls (including interior unit walls) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the units at such times as may be reasonable for the installation, repair, or maintenance of such services, and any costs incurred in the opening or repairing of any building, wall, or other improvement to install, repair, or maintain utility services shall be an expense of administration assessed against all Co-Owners in accordance with the Association Bylaws.
- 8.3 Easements Reserved by Developer.** Until the initial sale of all units that maybe created under the provisions of this Master Deed or of any other project developed by the Developer or its successors on the property has been completed, the Developer reserves nonexclusive easements that may be used at any time or times for the benefit of itself, its successors, and assigns:

8.3.1 to use, improve, and/or extend all roadways, drives, and walkways in the condominium for the purpose of ingress and egress to and from any unit or real property owned by it; and

8.3.2 to use, tap, tie into, extend, and/or enlarge all utility lines and mains, public and private, located on the land described in section 2.

8.4 **Costs of Maintenance and Repair.** The easements described in this section are subject to payment by the owners of a proportionate share (based on the total number of residences using the easements) of the cost of maintenance and repair of the improvements constructed in such easements.

SECTION 9

CONVERTIBLE AREAS

9.1 **Limits of Conversion.** The Project established by this Master Deed initially consists of 40 Condominium Units and is neither expandable nor contractible.

9.2 **Conversion Rights.** The number of units in the Project may, at the option of the Developer from time to time within a period ending not later than six years after the initial recording of the Master Deed, be increased by the conversion of all or any part of the Common Elements designated as “convertible areas” on the Condominium Subdivision Plan into additional Condominium Units and/or limited Common Elements appurtenant to such units. The Developer may also, in connection with any the conversion, readjust percentages of value for all units in the Project under a manner that gives reasonable recognition to the total number of units, based upon the method of original determination of percentages of value.

9.3 **Conversion Not Mandatory.** There is no obligation on the part of the Developer to convert any part of the convertible area nor is there any obligation to convert portions of such area in any particular order nor to construct particular improvements on any converted unit. Other than as provided in this article, there are no restrictions or limitations on the right of the Developer to create additional units or as to the portion or portions of the convertible area that may be converted, the time or order of such conversions or the number of units and/or Common Elements that may be converted.

9.4 **Amendment(s) to Master Deed.** An increase in the number of units by exercise of the Developer’s conversion rights will be given effect by an appropriate amendment(s) to the Master Deed, which amendment(s) will not require the consent or approval of any Co-Owner, mortgagee, or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the

percentages of value assigned by section 5.2 in order to preserve a total value of 100 percent for the entire Project.

- 9.5 Redefinition of Common Elements.** The conversion amendment(s) to the Master Deed made by the Developer may contain such further definitions and redefinitions of General or Limited Common Elements its the Developer may determine to be necessary or desirable in order to adequately describe, serve, and provide access to the additional units being added to the Project. In connection with any such amendment(s), the Developer will have the right to change the nature of any common element previously included in the Project for any purpose reasonably necessary to achieve the intent of this Article.
- 9.6 Additional Provisions.** Any amendment(s) to the Master Deed made by the Developer for conversion purposes may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions of the unit(s) being added to the Project; and (ii) to create or change restrictions or other terms and provisions affecting the additional unit(s) being added to the Project or affecting, the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of such units.

SECTION 10

AMENDMENT AND TERMINATION

- 10.1 Pre-Conveyance Amendments.** If there is no Co-Owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the register of deeds office in the county in which the Project is located.
- 10.2 Post Conveyance Amendments.** If there is a Co-Owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:
- 10.2.1 Nonmaterial changes.** The amendment may be made without the consent of any Co-Owner or mortgagee if the amendment does not materially alter or change the rights of any Co-Owner or mortgagee of a unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting, survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-Owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the

Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan. A mortgagee's rights are not materially altered or changed by any amendment as to which the Developer or Association has obtained a written opinion of a licensed real estate appraiser that such amendment does not detrimentally change the value of any unit affected by the change.

- 10.2.2 Material changes.** An amendment may be made; even if it will materially alter or change the rights of the Co-Owners or mortgagees, with the consent of not less than two thirds of the Co-Owners or mortgagees; provided, that a Co-Owner's unit dimensions or Limited Common Elements may not be modified without that Co-Owner's consent, nor may the formula used to determine percentages of value for the Project or provisions relating to the ability or terms under which a unit may be rented be modified without the consent of the Developer and each affected Co-Owner. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction and/or modification of units, shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own and to offer for sale any unit in the Project.
- 10.2.3 Compliance with law.** Amendments may be made by the Developer without the consent of Co-Owners and mortgagees, even if the amendment will materially alter or change the rights of Co-Owners and mortgagees, to achieve compliance with the Act or rules, interpretations, or orders adopted by the Administrator or by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.
- 10.2.4 Reserved Developer rights.** A material amendment may also be made unilaterally by the Developer without the consent of any Co-Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors, or assigns.
- 10.2.5 As built plans.** A consolidating Master Deed or amendment to the Master Deed with as built plans attached shall be prepared and recorded by the Developer within one year after construction of the Project has been completed.
- 10.2.6 Costs of amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the Co-Owners, the costs of which are expenses of administration. The Co-Owners shall be notified

of proposed amendments under this section not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is a Co-Owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80 percent of the Co-Owners and mortgagees, in the following manner:

10.3.1 Termination agreement. Agreement of the required number of Co-Owners and mortgagees to termination of the Project shall be evidenced by their execution of a termination agreement, and the termination shall become effective only when the agreement has been recorded in the register of deeds office in the county in which the Project is located.

10.3.2 Real property ownership. Upon recordation of a document terminating the Project, the Property constituting the condominium shall be owned by the Co-Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-Owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

10.3.3 Association assets. Upon recordation of a document terminating the Project, any rights the Co-Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

10.3.4 Notice to interested parties. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Administrator.

SECTION 11

ASSIGNMENT OF DEVELOPER RIGHTS

Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by



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(313) 964-4130
fax (313) 964-1192
www.clronline.org/app



appropriate instrument in writing, and shall be duly recorded in the register of deeds office in the county in which the Project is located.

This Master Deed has been signed by the Developer as of the day and year that appear in the preamble preceding Section 1.

WITNESSES:

By: _____

Manager
Community Place, LLC

/s/ _____
Name: _____

/s/ _____
Name: _____



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STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

This document was acknowledged before me on the _____ day of _____, 2004 by _____, the Manager of COMMUNITY PLACE LLC, a Michigan limited liability company, on behalf of the limited liability company.

Notary Public,
Acting in Wayne County
My Commission Expires:

Drafted by and when recorded return to:

This document is a product of the Community Legal Resources Affordability Preservation Project. Please check the CLR Affordability Preservation Project website for updates to this document:

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This publication is intended to provide general information, and is not a substitute for legal advice. If you have additional questions about this issue, contact Community Legal Resources at 313/964-4130.

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