



MASTER DEED

REDFORD VILLAS CONDOMINIUMS

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 151

RECORDED  
NOVEMBER 3, 1979  
LIBER 20499 page 763  
WAYNE COUNTY RECORDS

This Master Deed is made and executed on 3<sup>rd</sup> day of NOVEMBER, 1979, by Robert Davis, as sole general partner of Redford Villas Condominiums, a Michigan Limited Partnership, hereinafter referred to as "Developer," whose office is situated at 21 E. Long Lake Road, Suite 2707, Bloomfield Hills, Michigan 48013, in accordance with the provisions of the Condominium Act, (being Act 59 of the Public Acts of 1978, hereinafter referred to as the "Act"). The Developer does, upon the recording hereof, establish Redford Villas Condominium (hereinafter referred to as the "Condominium") under the Act, and declares that the Condominium shall 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 in the exhibits 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 Condominium, their grantees, successors, heirs, executors, administrators and assigns.

1. The Condominium shall be known as Redford Villas Condominium, Wayne County Condominium Subdivision Plan No. 151. Attached hereto as Exhibit "A" are the Condominium By-Laws adopted by Redford Villas Condominium Association (hereinafter the "Association"), a Michigan non-profit corporation established as an association of co-owners to manage the affairs of the Condominium. The condominium units contained in the Condominium, including their number, boundaries, dimensions, area and volume are described in the Condominium Subdivision Plan attached as "Exhibit B" hereto. Each condominium unit is for residential purposes and is capable of individual use, having its own entrance from and exit to a common element of the Condominium. Each co-owner of a condominium unit shall have an exclusive right to the unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium as described herein. The architectural plans for this development were approved by the Township of Redford.

2. The land which comprises the Condominium is described as follows:

Land in the Township of Redford, Wayne County, Michigan, described as:  
A parcel of land in the Southwest 1/4 of Section 31, town 1 south, range 10 east, Redford Township, Wayne County, Michigan, described as beginning at a point on the north line of Joy Rd. distant south 86 degrees 09 minutes 00 seconds west 336.53 feet and north 0 degrees 54 minutes 45 seconds east 60.21 feet from the south 1/4 corner of said section, and proceeding thence north 0 degrees 54 minutes 45 seconds east 602.58 feet along the westerly line of Kenrose Subdivision (Liber 75, page 28); thence south 86 degrees 09 minutes 00 seconds west 438.00 feet along southerly line of Kenrose Subdivision; thence along a line which is 152 feet east of and parallel to the east line of Taines Brothers Subdivision (recorded in Liber 79, page 76 of Plats, Wayne County Records), south 0 degrees 46 minutes 40 seconds west 602.45 feet to north line of Joy Road; thence north 86 degrees 09 minutes east 436.58 feet to the point of beginning. Containing 6.0280 acres, more or less.

3. The common elements of the Condominium and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

(a) The general common elements are:

(i) The land described in paragraph 2 hereof, including driveways, roads and sidewalks, walkways, outside sitting areas, decks and surface parking areas;

(ii) The electrical system throughout the Condominium, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit;

(iii) The gas transmission lines throughout the Condominium, including that contained within unit walls together with gas meters, up to the point of connection with gas fixtures within any unit;

(iv) The telephone wiring network throughout the Condominium;

(v) The plumbing network throughout the Condominium, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;

(vi) The water distribution system, sanitary sewer system and storm drainage system throughout the Condominium;

(vii) Hallways and stairs, foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels, and crawl spaces;

(ix) Such other elements of the Condominium not herein designated as general or limited common elements which are not enclosed within the boundaries of a condominium unit.

(b) The limited common elements are:

(i) Each individual porch or patio area is restricted in use to the co-owner of the condominium unit or units which open into the porch or patio area;

(ii) Basements which are designated on the Condominium Subdivision Plan as limited common elements are restricted in use to the co-owners of the condominium units having access to the respective basements.

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

(iv) Carports designated in the plan.

(c) Subject to the provisions of Section 4, Article II of the Condominium Bylaws, maintenance, repair and replacement of all general and limited common elements shall be responsibility of the Association; provided, however, that each co-owner shall be responsible for the decoration and maintenance (but not repair or replacement) of the limited common elements described in subparagraph 3(b)(iii) above.

4. No co-owner shall use any condominium unit or the common elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of the other co-owner's condominium unit or the common elements.

5. Each condominium unit is described in the Condominium Subdivision Plan attached hereto as Exhibit "B". Each condominium unit shall include all that space within the interior finished unpainted walls and ceilings and the finished subfloor as shown in the Condominium Subdivision Plan and delineated with heavy outlines. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm on file with the Michigan Department of Commerce. For all purposes individual units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the unit in the Condominium Subdivision Plan.



6. Each condominium unit has the same percentage of value shown in the table below. Percentage of value have been calculated mathematically on the basis of the square footage of each condominium unit. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner in the common elements, in the proceeds and expenses of the administration of the Association and the value of such co-owner's vote at meetings of the Association of co-owners. The total percentage value of the Condominium is 100. The percentage of value allocated to each unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any unit in the Condominium and with the unanimous consent of all of the co-owners expressed in an amendment of this Master Deed, duly approved by the Michigan Department of Commerce and recorded, except as provided in paragraph 8 hereof.

| <u>Description</u> | <u>Percentage of Value</u> |
|--------------------|----------------------------|
| One Bedroom        | .95455                     |
| Two Bedroom        | 1.08080                    |

7. 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, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exist, for maintenance hereof 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 herein 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. The Board of Directors of the Association may grant easements over or through, or dedicated, any portion of any general common element of the Condominium for utility, roadway or safety purposes.

8. This Master Deed and the exhibits hereto may be amended only in the manner permitted by this paragraph. Amendments shall be made only by the Developer for a period of one year following recordation of this Master Deed. Thereafter, amendments shall be made only by the Association.

(a) The Condominium Documents (as the term is defined in the Michigan Condominium Act) may be amended by the Developer for a proper purpose, with consent of co-owners, mortgagees, or other interested parties, including the modification of the types and sizes of unsold condominium units and their appurtenant limited common elements as long as the Michigan Department of Commerce determines that the amendments do not materially alter or change the rights of the co-owners, mortgagees, or other interested parties.

(b) The Condominium Documents may be amended by the Developer for a proper purpose, even if the amendment will materially alter or change the rights of the co-owners, mortgagees, or other interested parties with the approval of the Michigan Department of Commerce and the consent of 2/3 of the votes of the co-owners. A co-owner's condominium if dimensions or appurtenant, limited common elements may not be modified without that co-owner's consent. Co-owners and mortgagees of record shall be notified of the proposed amendments, under this subparagraph, before filing with the Michigan Department of Commerce.

(c) A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of the co-owners or based upon the decision of the advisory committee described in Article I, section 6 of the Condominium Bylaws; the costs of which are expenses of administration.

9. This Condominium may be terminated only in the following manner.

(a) If there is no co-owner other than the Developer, the Developer with the consent of any interested mortgagees, may unilaterally terminate the condominium project or amend the Master Deed. A termination amendment under this subparagraph shall become effective upon the recordation thereof if executed by the Developer.

(b) If there is a co-owner other than the Developer, then the condominium shall be terminated only by the agreement of the Developer and affiliated co-owner of condominium units to which 4/5 of the votes in the association of co-owners appertain.

(c) Agreement of the required majority of co-owners to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(d) Upon recordation of an instrument terminating the Condominium 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 or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit.

(e) Upon recordation of an instrument terminating the condominium, any rights the co-owners may have to the assets of the association of co-owners shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.

(f) Notification of termination by first class mail must be made to all parties having interests in the development, including escrow agents, land contract vendors, lien holders and prospective purchasers who deposited funds. Proof of dissolution of the condominium association must be submitted to the Michigan Department of Commerce.

WITNESS:

REDFORD VILLAS CONDOMINIUMS,  
a Michigan Limited Partnership

Samuel N. Barretta  
JOSEPH N. BARRETTA  
Sheila N. Gelaro  
SHEILA N. GELARO

By: Robert S. Davis  
Robert S. Davis, Partner

STATE OF MICHIGAN )  
                              ) SS  
COUNTY OF (AKRON) )

On this 3 day of Nov, 1979, the foregoing Master Deed was acknowledged by Robert S. Davis acting as partner of Redford Villas Condominium, a Michigan Limited Partnership.

Samuel N. Barretta  
SAMUEL N. BARRETTA  
C.M.A. L.P.A. 3/24/80 Wayne Co.

Drafted by:

Samuel Barretta  
Law Offices of Hughes & Hughes  
100 Renaissance Center  
Suite 3710  
Detroit, Michigan 48243



REDFORD VILLAS CONDOMINIUM ASSOCIATION  
CORPORATE BYLAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Condominium Bylaws of Redford Villas Condominium Association (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber 20699, Pages 763 et seq., Wayne County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Corporate Bylaws of this corporation.

ARTICLE II

MEETINGS

**Section 1. Location; procedure.** Meetings of the Association shall be held at such suitable place convenient to the Co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the laws of the State of Michigan.

**Section 2. Annual Meeting; Agenda.** Annual Meetings of members of the corporation shall be held during the month of November at such date, time and place as the Board of Directors shall direct. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them. At the Annual Meeting of members, the order of business shall be as follows:

- (a) Calling the meeting to order.
- (b) Proof of notice of the meeting.
- (c) Determination of Quorum.
- (d) Reading of minutes of the last previous Annual Meeting.
- (e) Reports from officers.
- (f) Reports from committees.
- (g) Election of directors.
- (h) Miscellaneous business.

**Section 3. Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of a majority of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4. Membership Meeting Notices.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) calendar days but not more than sixty (60) calendar days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

**Section 5. Quorum.** The presence in person or by proxy of thirty-five (35%) percent in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

**Section 6. Adjournment for want of Quorum.** If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

### ARTICLE III

#### BOARD OF DIRECTORS

**Section 1. Eligibility** The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation or officers, partners, trustees, employees or agents of members of the corporation. Directors shall serve without compensation. No candidate for election or appointment to the Board of Directors shall be eligible if delinquent in the payment of any sum of money owed to the Association. Only one person per unit shall be eligible as a candidate notwithstanding the fact that the unit is jointly owned by two or more persons and/or entities. If a member is a partnership then only a partner thereof shall be qualified and eligible to serve as a director. If a member is a corporation,



then only a shareholder or a director thereof shall be qualified and eligible to serve as a director. Any co-owner landlord who is neither a partnership nor a corporation shall be qualified and eligible to serve as a director only in his or her individual capacity and the tenant or agent of such landlord shall not be qualified or eligible to serve as a director.

**Section 2. Size, Terms of Office.** The Board of Directors shall be composed of seven (7) persons who shall manage the affairs of the corporation. Directors shall serve without compensation. Directors shall serve until their successors take office. At the first election of directors which takes place after the adoption of these Corporate Bylaws and at each annual meeting thereafter, seven (7) directors shall be elected. The term of office for each Director shall be one (1) year.

**Section 3. Powers, Duties.** The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(a) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.

(b) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.

(f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any apartment in the condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association;

provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

(k) The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed above, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium documents required to be performed by or have the approval of the Board of Directors or the members of the Association.

**Section 4. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next Annual Meeting of the Association.

**Section 5. Recall.** At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

**Section 6. First Meetings of Boards.** The first meeting of a newly elected Board of Directors shall be held within ten (10) calendar days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no other notice shall be necessary to the newly elected Directors to constitute a duly called meeting.

**Section 7. Regular Board Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, fax,



telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

**Section 8. Special Board Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) calendar days' notice to each Director, given personally, by mail, fax, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.

**Section 9. Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 10. Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

**Section 11. Fidelity Bonds.** The Board of Directors shall require that all directors, officers, agents and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration. Such bonds shall not be less than the estimated maximum of funds, including reserve funds and in no event less than a sum equal to three month's aggregate assessments on all units plus reserve funds.

## ARTICLE IV

### OFFICERS

**Section 1. Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be



necessary. Any two offices except that of President and Vice President may be held by one person.

**Section 2. Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

**Section 3. Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

**Section 4. President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

**Section 5. Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of the meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

**Section 7. Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

**Section 8. Miscellaneous.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.



## ARTICLE V

### FINANCE

Section 1. Governing document. The finances of the corporation shall be handled in accordance with the Condominium Bylaws.

Section 2. Fiscal Year. The fiscal year of the corporation shall be on a calendar year basis. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause in accordance with the advice and counsel of the Association's accountant and the requirements of the state and/or federal taxing authorities.

Section 3. Depositories. The funds of the corporation shall be deposited in such banks as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. If withdrawn by officers or employees, the signature of two officers and/or employees shall be required.

## ARTICLE VI

### AMENDMENTS

Section 1. Proposed By Board, Members. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the members or by instrument in writing signed by them.

Section 2. Voting. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, or by written ballot without a meeting, by a majority in number of these voting members present at the meeting in person, by proxy, or by ballot.

Section 3. Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE VII

### COMPLIANCE

These Bylaws are set forth to comply with the requirements of Michigan law, including but not limited to, Act No. 59 of the Public Acts of Michigan of 1978, and any amendment thereto, and with the duly recorded Master Deed of the Condominium and Exhibits "A" and "B" attached thereto. In case any of these Bylaws conflict with the provisions of said statutes or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statutes and said Master Deed shall be controlling.