

## **MASTER DEED**

### **ORION VILLAS**

This Master Deed is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **ROBERT/JUSTINI CO, LLC**, a Michigan limited liability company, hereinafter referred to as "Developer", whose post office address is 969 N. Conklin Road, Lake Orion, Michigan 48362, 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".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II 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 Orion Villas, as a Condominium Project under the Act and does declare that Orion Villas (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, and any person acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

**ARTICLE I**

**TITLE AND NATURE**

The Condominium Project shall be known as Orion Villas, Oakland County Condominium Subdivision Plan No. \_\_\_\_\_. The engineering and architectural plans for the Project were approved by, and are on file with, the Village of Lake Orion and Orion Township. 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.

**ARTICLE II**

**LEGAL DESCRIPTION**

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

Lands situated in the Village of Lake Orion and Township of Orion, Oakland County, Michigan:

PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, ALSO PART OF LOTS 1, 2 & 3, "MILLER SCHORN ORION SUBDIVISION" OF PART OF THE W 1/2 OF THE E 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 36 OF PLATS, PAGE 29, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & TH N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 150.00 FT ALONG THE WEST LINE OF SAID LOT 29; TH S 87°35'39" E 93.65 FT; TH S 10°05'10" E 20.45 FT; TH S 88°00'26" E 36.12 FT TO A POINT ON THE WEST LINE OF SAID LOT 1; TH S 87°53'26" E 124.16 FT TO A POINT ON THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SCHORN ROAD; TH S 01°59'22" W (REC. AS S 02°15'00" W) 94.85 FT ALONG SAID EAST AND WEST LINES TO THE SE CORNER OF LOT 3; TH S 78°28'00" W 125.16 FT ALONG THE SOUTH LINE OF SAID LOTS 1, 2 & 3; TH N 00°51'00" E 3.07 FT TO THE POINT OF BEGINNING. CONTAINING 0.76 ACRES. SUBJECT TO A HIGHWAY EASEMENT OVER PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE

ORION, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 10.25 FT ALONG THE WEST LINE OF SAID LOT 29 ; TH N 86°31'39" E 59.99 FT; TH N 78°37'29" E 75.34 FT TO A POINT ON THE EAST LINE OF SAID LOT 29; TH S 00°51'00" W 25.39 FT ALONG THE EAST LINE OF SAID LOT 29 TO THE POINT OF BEGINNING. ALSO SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD.

Together with and subject to all easements and restrictions of record and all governmental limitations, including but not limited to the Interlocal Agreement by and among the Village of Lake Orion, the Charter Township of Orion, and Developer dated on or about September 16, 2019.

### 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, Architectural Policies and Procedures and any other rules and regulations of Orion Villas Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Orion Villas as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

**Section 1. Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

**Section 2. Association.** "Association" means Orion Villas Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

**Section 3. Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

**Section 4. Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

**Section 5. Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Architectural Policies and Procedures and other rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

**Section 6. Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Orion Villas as described above.

**Section 7. Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Orion Villas as a Condominium Project established in conformity with the Act.

**Section 8. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

**Section 9. Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe Orion Villas as a completed Condominium Project and shall reflect the entire land area in the Condominium and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

**Section 10. Construction and Sales Period.** "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential or recreational development within a five mile radius of the Condominium.

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

**Section 12. Developer.** "Developer" means Robert/Justini Co, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

**Section 13. First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may 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 conveyed, 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 conveyed, whichever first occurs.

**Section 14. Transitional Control Date.** "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.

**Section 15. Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Orion Villas, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

#### ARTICLE IV

#### COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

**Section 1. General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II hereof, including the driveways and landscaped areas.

(b) **Electrical.** The electrical transmission system throughout the Project, up to the point of connection to, but not including, the meter servicing the individual Units, including the lighting that serves General Common Elements but are not attached to the garage fronts, and the community electric vehicle charging station(s), if any.

(c) **Telephone.** The telephone system throughout the Project up to the point of entry to each Unit.

(d) **Gas.** The gas distribution system throughout the Project, up to the point of connection to, but not including, the meter servicing the individual Units.

(e) **Water.** The water distribution system throughout the Project, up to the point of entry to Units, including the meter servicing each building, the lateral line that serves all Units in a building, and the shut off valve servicing each individual Unit.

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to the point of entry to Units, including the lateral line that serves all Units in the building, and the clean-out and check valves servicing each individual Unit.

(g) **Storm Water Sewer System.** The storm water sewer system throughout the Project, including the underground system and structures, if any.

(h) **Cable and Telecommunications.** The cable and the telecommunications system, if and when it may be installed, up to, but not including, connections and service lines to provide service to individual Units.

(i) **Construction.** Slabs, supporting columns, basements, the Unit and its appurtenant garage perimeter walls, shaft walls between Units, roofs, trusses, ceilings, siding, brick, supporting beams, and chimneys, if any.

(j) **Beneficial Easements.** Unless otherwise dedicated to a governmental entity, all easements created herein or created after the recording hereof which benefit the Condominium as a whole.

(k) **Sidewalks.** Sidewalks identified as General Common Elements on Exhibit B.

(l) **Air Conditioner Screening Fences.** To the extent installed, the air conditioner screening fences throughout the Condominium.

(m) **Project Sign.** The Project sign, if any, and lighting for same.

(n) **Irrigation System.** The irrigation system, including without limitation the interior and exterior sprinkling system controls and timers which are installed by either the Developer or the Association.

(o) **Electric Vehicle Parking Space(s).** The electric vehicle parking spaces, if any.

(p) **Mail Kiosk.** The mail kiosk, if any.

(q) **Dumpster.** The dumpster serving the Project to the extent not leases.

(r) **Other.** 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, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

**Section 2. Limited Common Elements.** 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:

(a) **Porches.** Each porch, if any, is restricted in use to the Co-owner of the Unit which is serviced by the porch as shown on Exhibit B hereto.

(b) **Air Conditioner Compressors.** Each individual air conditioner compressor and its pad in the Project and the ground surface immediately below the same is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

(c) **Garage Parking Spaces.** Each parking space within each parking garage is appurtenant as a Limited Common Element to the Unit that opens into such garage.

(d) **Garage Doors and Garage Door Openers.** Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit serviced thereby.

(e) **Doors and Windows.** Doors and windows shall be limited in use to the Co-owners of Units to which they are attached.

(d) **Sanitary Sewer.** The vertical sanitary sewer line that serves a single Unit is a Limited Common Element to the Unit it serves.

(e) **Water Line.** The vertical water line that serves a single Unit is a Limited Common Element to the Unit it serves.

(f) **Meter and Riser Room.** The Meter and Riser Room depicted on Exhibit B attached.

(g) **Interior Surfaces.** The interior surfaces of a Unit and its appurtenant garage shall be limited to the exclusive use and enjoyment of the Co-owner of such Unit; provided, however, that utilities benefiting another Unit or Units may be located within a Unit.

**Section 3. Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Porches.** The costs of maintenance, repair and replacement of each porch described in Article IV, Section 2(a) above, including the removal of snow, shall be borne by the Co-owner serviced by the particular porch.

(b) **Doors and Windows.** The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows referred to in Article IV, Section 2(e) and the costs thereof, shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period).

(c) **Roads and Sidewalks.** The Association shall be responsible for the maintenance, repair and replacement of all driveways described in Article IV, Section 1(a) above and sidewalks described in Article IV, Section 1(k) above, including the removal of snow.

(d) **Interior Surfaces.** The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV, Section 2(f) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(e) **Utility Costs.** All costs of electricity and natural gas servicing a Unit, and all costs of maintenance, repair and replacement of the meters for electricity and natural gas servicing a Unit, shall be borne by the Co-owner of the Unit. All costs of water and sanitary sewer expenses, including the meter recording such usage, shall be borne by the Association.

(f) **Site Lighting.** All site lighting fixtures attached to garage fronts and front porches shall be maintained, repaired and replaced by the Association. Light bulbs for only the lighting fixtures affixed to garage front exteriors and affixed to front porch exteriors shall be furnished by the Association; replacement of all other light bulbs shall be the responsibility of the Co-owner of the Unit to which the respective light fixtures are appurtenant. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. The cost of electricity and any other expenses associated with the operation of the site lighting fixtures (except for certain light bulbs as provided above that are an Association obligation), shall be borne by the Co-owner of the Unit to which the site lighting fixtures are appurtenant. Said fixtures shall operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and shall remain lit at all times determined by the Association for lighting thereof and shall not be removed or disengaged by the Co-owners. Further, all exterior lighting must comply with applicable village and township codes and ordinances, including being directed downward and shielded so as not to shine on adjacent property and being within the maximum permitted fixture height and illumination levels.

(g) **Garage Parking Spaces.** The cost of maintenance, repair and replacement of each garage parking space described in Article IV, Section 2(c) above, shall be borne by the Association. Notwithstanding the foregoing, the ordinary cleaning of garage parking spaces shall be the responsibility of the Co-owner of the Unit serviced by the garage parking space.

(h) **Storm Water Sewer.** The repair, replacement and maintenance of the storm water sewer system referenced in Article IV, Section 1(g) above, shall be borne by the Association.

(i) **General Common Element Parking Spaces and Landscaping.** The repair, replacement and maintenance of the parking spaces and landscaping referenced in Article IV, Sections 1(a) and (o) above, including without limitation the irrigation system that serves the landscaping, shall be borne by the Association.

(j) **Sanitary Sewer.** The repair, replacement and maintenance of the sanitary sewer line referenced in Article IV, Section 1(f) above shall be borne by the Association. The repair, replacement and maintenance of the sanitary sewer line referenced in Article IV, Section 2(d) above shall be borne by the Co-owner of the Unit served by the sanitary sewer line.

(k) **Water.** The repair, replacement and maintenance of the water line and related items referenced in Article IV, Section 1(e) above shall be borne by the Association. The repair, replacement and maintenance of the water line referenced in Article IV, Section 2(e) above shall be borne by the Co-owner of the Unit served by the water line.

(l) **Meter and Riser Room.** The Association shall be responsible for the maintenance, repair and replacement of the meter and riser room referenced in Article IV, Section 1(f) above.



(m) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above, including without limitation the exterior walls, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

**Section 4. Utilities.** Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Even if owned by a local public authority, the water mains, leads and equipment and the sanitary sewer mains, leads and equipment located within the boundaries of the Condominium are the responsibility of the Association to maintain, repair and replace and such improvements are subject to the terms of the private sanitary sewer maintenance agreement and the private watermain maintenance agreement between the Condominium and the Village of Lake Orion and Orion Township, if applicable.

**Section 5. Use of Units and Common Elements.** 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.

**Section 6. Trash Removal and Recycling.** Unless otherwise provided by the Village of Lake Orion or the Township of Orion, the Association shall be responsible for contracting for trash removal from the Project, which may include collection of recyclables.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1. Description of Units.** The Condominium Project is comprised of eight (8) units, numbered 1 through 8, inclusive. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Orion Villas as prepared by Kieft Engineering Inc. and attached hereto as Exhibit B, as it may be amended. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub floor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

**Section 2. Percentage of Value.** The percentage of value assigned to each Unit is set forth below. The percentages of value were computed based on the type of roof that services the Unit. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

**Section 3. Percentage of Value Assignment.** Set forth below are:

- (a) Each Unit number as it appears on the Condominium Subdivision Plan.

- (b) The percentage of value assigned to each Unit.

Unit Number	Percentage of Value Assigned
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
Total	100.00%

## ARTICLE VI

### CONVERTIBLE AREAS

**Section 1. Designation of Convertible Areas.** All Units and Common Elements have been designated on the Condominium Subdivision Plan as "Convertible Areas" within which: (a) the individual Units may be expanded or reduced in size, otherwise modified and/or relocated; and (b) General and Limited Common Elements may be created, constructed, expanded or reduced in size, otherwise modified and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder.

**Section 2. The Developer's Right to Modify Units and/or Common Elements.** The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording hereof, to enlarge, extend, diminish and/or relocate Units and to construct private amenities on all or any portion or portions of the Convertible Areas designated for such purpose on the Condominium Subdivision Plan. The Developer shall also be entitled to convert General Common Elements into Limited Common Elements as it, in its sole discretion, may determine. The precise number, nature, size and location of Unit and/or Common Element conversions, extensions and/or reductions of Units and/or amenities which may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to any necessary public agency approvals. Any private amenity other than a Unit extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

**Section 3. Developer's Right to Grant Specific Right of Convertibility.** The Developer shall have the authority to assign to the Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Construction and Sales Period and shall be granted only at the sole discretion of the Developer.

**Section 4. Compatibility of Improvements.** All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

**Section 5. Amendment of Master Deed and Modification of Percentages of Value.** Such conversion in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that 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 amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

**Section 6. Redefinition of Common Elements.** Such 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 parcel or parcels added or withdrawn by such amendments. In connection with any such amendments, the 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.

**Section 7. Right to Modify Floor Plans.** The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment, subject to village and township approval. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

**Section 8. Consolidating Master Deed.** A Consolidating Master Deed (subject, however, to Article III, Section 9 of this Master Deed) shall be recorded pursuant to the Act when the Project is finally concluded as determined by the 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.

**Section 9. 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 amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article VI above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments 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 the Exhibits hereto.

## ARTICLE VII

### SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

**Section 1. By Developer.** Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) **Subdivide Units; Consolidate Units; Relocate Units.** Subdivide or resubdivide any Units which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between Units. Such subdivision or resubdivision of Units, consolidation of Units and relocation of boundaries of Units 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 sole discretion of Developer, its successors or assigns.

(b) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units 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 percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided, consolidated or modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of 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 amendments may be effected without the necessity of rerecording this entire Master Deed or the Exhibits hereto.

**Section 2. By Co-owners.** One or more Co-owners may undertake:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Oakland County Register of Deeds.

(b) **Relocation of Boundaries.** Co-owners of Units may relocate boundaries between their Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

**Section 3. Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

## ARTICLE VIII

### EASEMENTS

**Section 1. Easement for Maintenance of Encroachments and Utilities.** There shall be easements to, through and over the entire Project (including all Units) for the continuing maintenance, repair, replacement and enlargement of General Common Elements in the Project. 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, walls and ceilings (including interior Unit walls, floors and ceilings) contained therein for the location and continuing maintenance and repair of all utilities in the Condominium and air conditioner leads. There shall exist easements of support with respect to any Unit interior walls which supports a Common Element.

**Section 2. Easements and Developmental Rights Retained by Developer.**

(a) **Public Right-of-Way Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways/driveways in Orion Villas, shown as General Common

Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

**(b) Utility Easements.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title.

**Section 3. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

**Section 4. Easements for Maintenance, Repair and Replacement.** 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 replacement 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, if applicable. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at

a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

**Section 5. Telecommunications Agreements.**

(a) Both the Developer during the Construction and Sales Period and the Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction 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-unit 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 telecommunications, videotext, broad band cable, satellite dish, fiber optic service, earth antenna and similar services (collectively "Telecommunications") 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 Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service 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, unless the company is operated by the Developer as reserved in sub-paragraph (b) or the easement is approved by the Developer during the Construction and Sales Period, upon which event they shall be paid over to and shall be the property of the Developer.

(b) The Developer may establish cable and/or satellite service, provide fiber optic service or other form of communication facility in the Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment, cable and/or satellite equipment and any other equipment installed by Developer to provide a communication facility ("Communications Improvements") located throughout the Project, up to the point of entry to each Unit, would be owned by the Developer. At all times the Developer provides any such services in the Project, the Communications Improvements will be installed, maintained, repaired and replaced by the Developer, at the Developer's sole cost and expense. The Developer hereby reserves an easement throughout the Project for the purpose of installing, maintaining, repairing and replacing the Communications Improvements, in the event the Communications Improvements are installed. The rights reserved in this paragraph can be assigned by the Developer or transferred to its successor, assign or designee.

**Section 6. Emergency Vehicle and Service Vehicle Access Easement.** There shall exist and it is hereby granted for the benefit of the Village of Lake Orion and Township of Orion, or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the Village of Lake Orion

and Township of Orion or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

## ARTICLE IX

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners in number and in value, except as hereinafter set forth:

**Section 1. Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the consent of the Co-owner and 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.

**Section 2. Mortgagee Consent.** Amendments shall require the approval of first mortgagees in accordance with Section 90a of the Act. The notice required to be mailed to first mortgagees under Section 90a of the Act shall be sent to first mortgagees via certified mail, return receipt requested.

**Section 3. By Developer.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees in the Project.

**Section 4. Change in Percentage of Value.** 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 this Master Deed or in the Bylaws.

**Section 5. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

**Section 6. Developer Approval.** During the Construction and Sales Period, the Condominium Documents shall not be amended, nor shall the provisions thereof be modified by any other document without the written consent of the Developer.



## **ARTICLE X**

### **INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF LAKE ORION AND ORION TOWNSHIP**

The Village of Lake Orion, the Charter Township of Orion and the Developer have entered into a certain Interlocal Agreement Between the Village of Lake Orion and Orion Township, bearing a last party to execute date of September 16, 2019 ("Interlocal Agreement"). Because the Condominium is on the boarder of the Village of Lake Orion and Orion Township, the Interlocal Agreement was entered into to confirm services to be provided by the Village and Township, respectively, including municipal water and sanitary sewer, and other conditions as stated in the Interlocal Agreement. All water and sanitary sewer services to the Project, including those portions existing in the Village of Lake Orion, will be provided through the Orion Township Water Department and the entire Project will be considered for all purposes necessary as solely an Orion Township water and sewer customer.

Further to the Interlocal Agreement, police services will be provided depending upon each Unit's address; fire and emergency medical response services for the entire Project will be provided by the Orion Township Fire Department and its EMT personnel; and, all 911 fire or medical response calls from any Unit within the Project will be sent to the Township Fire Department.

Pursuant to the Interlocal Agreement, tax bills are handled as follows: July Tax Bills will be sent to each and every Unit within the Project whether in the Village or the Township for the services provided by the Village. July Tax Bills sent to any Unit within the Project by Orion Township will include but are not limited to the Lake Orion Community School District, the Oakland Intermediate School District, the Oakland County Community College, and Oakland County. December Tax Bills will be sent to each and every Unit within the Project whether in the Village or the Township by the Charter Township of Orion for services provided by the Township and other taxing units; including, but not limited to, Oakland County Parks, Huron Clinton Metropolitan Parks, Orion Township Public Library and the North Oakland Transportation Authority.

## **ARTICLE XI**

### **ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

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**ROBERT/JUSTINI CO, LLC**, a Michigan  
limited liability company

By: \_\_\_\_\_

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF OAKLAND    )

On this \_\_\_\_ day of \_\_\_\_\_, 2024 in Oakland County, Michigan, the foregoing  
Master Deed was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_  
of Robert/Justini Co, LLC, a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public, State of Michigan, County of \_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of Oakland

Master Deed drafted by and  
when recorded return to:

C. Kim Shierk of  
Williams Williams Rattner & Plunkett, P.C.  
380 North Old Woodward Avenue, Suite 300  
Birmingham, Michigan 48009