

CC&Rs - Master Deed
ROYAL TROON HOMEOWNERS ASSOCIATION

Order: Z6DLXDB3S
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Order Date: 04-06-2026
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MASTER DEED

ROYAL TROON ON THE NEW COURSE AT INDIANWOOD

This Master Deed is made and executed on this 28th day of November, 1995, by Troon, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 1400 N. Woodward Avenue, Suite 100, Bloomfield Hills, Michigan 48304, 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 Royal Troon on the New Course at Indianwood as a Condominium Project under the Act and does declare that Royal Troon on the New Course at Indianwood (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I
TITLE AND NATURE

STATE OF MICHIGAN
OAKLAND COUNTY
RECORDED COPY

The Condominium Project shall be known as Royal Troon on the New Course at Indianwood, Oakland County Condominium Subdivision Plan No. 901. The Condominium Project is established in accordance with the Act. The architectural plans and specifications for each residence of the Condominium will be filed with the Township of Orion. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization because it has direct ingress and egress from and 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. Co-owners shall have voting rights in Royal Troon Homeowners Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association.

R FEB 96 11:27 A.M.
LION H. ALLEN
CLERK REGISTER OF DEEDS

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ARTICLE II
LEGAL DESCRIPTION

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

A PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF THE NORTHWEST 1/4 OF SECTION 9, T. 4 N., R. 10 E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE CENTER POST OF SAID SECTION 4; THENCE FROM THE POINT OF BEGINNING ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 4 N. 87°14'18" E., 652.08 FEET; THENCE S. 02°45'42" E., 147.00 FEET; THENCE S. 87°14'18" W., 307.93 FEET; THENCE S. 10°59'11" W., 147.42 FEET; THENCE S. 34°30'00" E., 76.00 FEET; THENCE S. 83°50'00" E., 34.00 FEET; THENCE S. 54°40'00" E., 110.00 FEET; THENCE S. 37°10'00" E., 186.00 FEET; THENCE S. 14°20'00" E., 321.00 FEET; THENCE S. 24°19'28" E., 202.21 FEET; THENCE S. 31°30'00" E., 173.00 FEET; THENCE S. 24°19'59" W., 83.05 FEET; THENCE S. 75°10'54" W., 143.54 FEET; THENCE N. 74°15'48" W., 125.11 FEET; THENCE N. 25°20'07" W., 398.20 FEET; THENCE N. 14°20'00" W., 289.00 FEET; THENCE N. 55°39'15" W., 188.05 FEET; THENCE N. 32°40'00" W., 110.00 FEET; THENCE N. 21°40'00" W., 111.00 FEET; THENCE N. 08°20'00" W., 114.00 FEET; THENCE N. 09°31'55" E., 115.33 FEET; THENCE S. 86°23'20" W., 133.17 FEET; THENCE S. 03°36'40" E., 55.91 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 870.00 FEET, ARC LENGTH OF 53.99 FEET, CENTRAL ANGLE OF 003°33'20", A CHORD BEARING OF S. 05°23'20" E., AND A CHORD LENGTH OF 53.98 FEET; THENCE S. 07°10'00" E., 503.05 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 124.10 FEET, CENTRAL ANGLE OF 027°20'55", A CHORD BEARING OF S. 06°30'28" W., AND A CHORD LENGTH OF 122.93 FEET; THENCE S. 37°00'00" E., 153.67 FEET; THENCE S. 25°30'00" E., 84.03 FEET; THENCE S. 53°00'00" W., 125.00 FEET; THENCE S. 76°20'00" W., 130.63 FEET; THENCE N. 13°40'00" W., 140.30 FEET; THENCE S. 53°00'00" W., 363.66 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 186.75 FEET, CENTRAL ANGLE OF 053°30'00", A CHORD BEARING OF S. 26°15'00" W., AND A CHORD LENGTH OF 180.04 FEET; THENCE S. 00°30'00" E., 26.49 FEET; THENCE S. 89°30'00" W., 60.00 FEET; THENCE N. 00°30'00" W., 26.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 63.99 FEET, CENTRAL ANGLE OF 014°06'07", A CHORD BEARING OF N. 06°33'04" E., AND A CHORD LENGTH OF 63.83 FEET; THENCE N. 76°23'53" W., 110.00 FEET; THENCE N. 23°00'47" E., 162.22 FEET THENCE N.

Order: Z6DLXDB3S

Address: 63 Burniah Ln

Order Date: 2004-06-20 09-04-300-004 SW/4

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Pt (09-04-300-003)

Pt 09-04-401-005 SE 1/4

53°00'00" E., 468.00 FEET; THENCE S. 37°00'00" E., 107.00 FEET; THENCE N. 53°00'00" E., 27.24 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 17.78 FEET, CENTRAL ANGLE OF 005°05'36", A CHORD BEARING OF N. 50°27'12" E., AND A CHORD LENGTH OF 17.77 FEET; THENCE N. 37°00'00" W., 106.21 FEET; THENCE N. 24°53'31" E., 86.02 FEET; THENCE N. 07°10'00" W., 363.00 FEET; THENCE N. 82°50'00" E., 110.00 FEET; THENCE N. 07°10'00" W., 165.00 FEET THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 930.00 FEET, ARC LENGTH OF 57.71 FEET, CENTRAL ANGLE OF 003°33'20", A CHORD BEARING OF N. 05°23'20" W., AND A CHORD LENGTH OF 57.70 FEET; THENCE N. 03°36'40" W., 55.91 FEET; THENCE S. 86°23'20" W., 111.91 FEET; THENCE N. 03°36'40" W., 110.00 FEET; THENCE ALONG SAID EAST-WEST 1/4 LINE N. 86°23'20" E., 245.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.13 ACRES MORE OR LESS.

Together with and subject to all easements and restrictions of record and all governmental limitations, including the rights of the public in Indianwood Road right-of-way, and together with and subject to a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community as recorded in Liber 16001 at Pages 587 through 597, Oakland County Records, and further subject to reservations of all mineral rights and riparian rights by the Developer; provided, however, extraction of mineral rights may be performed only without disturbing any existing structures or surface use.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Royal Troon Homeowners 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 Royal Troon on the New Course at Indianwood 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 Royal Troon Homeowners 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.

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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(8) 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, Bylaws and 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 (other than the land constituting the Units), all improvements and structures thereon, and all easements, rights and appurtenances belonging to Royal Troon on the New Course at Indianwood as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Royal Troon on the New Course at Indianwood, as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe the Project as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI and/or withdrawn and later added to the Condominium as provided under Article VII hereof, 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.

Section 10. 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 owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 11. Declaration. "Declaration" means the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community as recorded in Oakland County Records and referred to in Article II of this Master Deed.

Section 12. Developer. "Developer" means Troon, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both

successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

Section 13. Development and Sales Period. "Development 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 land improvements to develop additional Units or other residences, or and for so long as the Developer continues to own land or hold an option or other enforceable purchase interest in land within one mile of the Condominium Premises, whichever is longer.

Section 14. Dwelling. "Dwelling" means the residence and other improvements constructed as a Unit, consisting of one-half of a duplex building.

Section 15. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which 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 are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units are sold which may be created, whichever first occurs.

Section 16. Township. "Township" means the Charter Township of Orion, acting through its building department.

Section 17. 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 18. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single residential building site in Royal Troon on the New Course at Indianwood, as described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All Dwellings, structures and other improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The type of Dwelling that may be constructed within a Unit shall be selected by a Co-owner, with concurrence of the Developer, upon purchase of his Unit and may not be changed without the discretionary consent of the Developer.

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 roads, parking areas, landscape areas, and safety paths, not identified as Units or Limited Common Elements (the roads designated on the Plan, which provide internal traffic circulation for the Condominium, are privately owned in common by all Co-owners and will be maintained by the Association and not the board of county road commissioners or any other governmental agency). All land contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the owners of the adjoining land as set forth in the Declaration.

(b) Electrical. The electrical transmission system throughout the Project up to, but not including, the electric meter for each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit.

(c) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.

(d) Telephone. The telephone system throughout the Project up to the point of connection to each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit.

(e) Gas. The gas distribution system throughout the Project up to, but not including, the gas meter for each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit.

(f) Water. The water distribution system throughout the Project up to, but not including, the water meter for each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit, including the irrigation system that lies within the Condominium Premises.

(g) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of entry to each residential Dwelling that is now or hereafter constructed within the perimeter of a Unit.

(h) Storm Sewer. The storm sewer system throughout the Project.

(i) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit.

(j) Beneficial Easements. The beneficial easements described in Article II above.

(k) 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, appearance, utility or safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system 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 whatever with respect to the nature or extent of such interest, if any.

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 as follows:

(a) Driveways. Each Limited Common Element driveway as depicted on the Condominium Subdivision Plan shall be limited in use to the Unit or Units to which it has been assigned.

(b) Other. The Developer has reserved the right in Article VIII of this Master Deed to designate Limited Common Elements within the Convertible Area which may, at the Developer's discretion, be assigned as appurtenant to an individual Unit.

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

(a) Primary Responsibility of Co-owners for Units, Dwellings and Limited Common Elements. It is anticipated that a separate but attached residential Dwelling will be constructed within each Unit depicted on Exhibit B hereto and that various appurtenances to such Dwellings may be created pursuant to Article VIII hereof, adjacent to the same. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any Dwelling and appurtenance to each Dwelling as a Limited Common Element, including by way of example and not limitation decks, shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such Dwellings and appurtenant Limited Common Elements, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Developer and the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

(b) Association Responsibility for Portions of Units, Dwellings and Limited Common Elements.

(1) Roofs, Siding, Painting and/or Staining of Dwelling Exteriors. The responsibility for, and the costs of maintaining, repairing and replacing roofs and siding and the exterior structure up to the drywall, and painting and/or staining of the exterior of the Dwellings constructed within the Units (but not including decks located within the Unit), and for structural repair of the party wall, shall be borne by the Association and shall be performed at such times and with such materials and by such contractors as the Association shall, in its sole discretion, determine from time to time. (However, the Developer may, at the time of its approval of construction of any Dwelling or appurtenance require or impose, as a condition of any such approval, a larger assessment to be made against the Unit on which the same is located. The purpose of such larger assessment shall be to absorb the abnormally higher expenses which will be incurred by the Association in carrying out its responsibilities under this provision due to the nature and/or extent of additional painting, staining, maintenance or replacement required for any such Dwelling or appurtenance.) The Co-owner is responsible for maintaining everything other than the exterior or party wall structure, including such attachments to such structures as insulation, wiring, and drywall, everything else that is interior, including all fixtures, equipment, trim and other items or attachments within the Dwelling or any limited common elements appurtenant thereto.

(2) Landscaping. The Association shall be responsible for maintenance, repair and replacement of lawns and landscaping installed by the Developer or with the approval of the Association, whether lying inside a Unit or within the surrounding Common Elements (and any replacements thereof by the Association), except for areas containing decks, patios, privacy areas or other improvements which, in the sole discretion of the Association, are determined to be inaccessible to the landscaping maintenance equipment of the Association or its employees or contractors.

(3) Driveways. The Association shall be responsible for the maintenance, repair and replacement of driveways appurtenant to each Unit as well as for snow plowing with respect thereto.

(4) Common Lighting. The Developer may install illuminating fixtures on the Common Elements and/or within Units and designate the same as common lighting as provided in Article IV, Section 1(c) hereof. The costs of maintenance, repair and replacement of such common lighting system and fixtures (including light bulbs) shall be borne by the Association. The Developer may, in its discretion, cause the electricity for such fixtures to be borne by either the Association or Co-owners, as it deems appropriate.

(5) Other. In order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may also undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to Dwellings or other improvements constructed or

installed within any unit boundaries and their appurtenant Limited Common Elements (if any) as it may deem appropriate. Nothing herein contained, however, shall compel the Association to undertake any such additional responsibilities. Any such additional services undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(c) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

Section 4. 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.

ARTICLE V UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Royal Troon on the New Course at Indianwood as prepared by Zeimet/Wozniak & Associates, Inc. and attached hereto as Exhibit B. Each Unit shall consist of the space contained within Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines. The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, the Developer or, upon assignment, the Association shall have the right, in its sole discretion, subject to the prior approval of the Township, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article XI below.

Section 2. Percentage of Value. Unless otherwise specifically provided at the time of Developer's approval of construction of any Dwelling or appurtenance, the percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay an equal share of the expenses of maintaining the General Common Elements. 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 administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI
EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to initial Master Deed of the Project and consisting of 78 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 234 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

A PART OF THE SOUTHWEST 1/4 OF SECTION 4 AND PART OF THE NORTHWEST 1/4 OF SECTION 9, T. 4 N., R. 10 E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT, SAID POINT BEING DISTANT S. 86°23'20" W., 245.43 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 4 FROM THE CENTER POST OF SAID SECTION 4; THENCE FROM SAID POINT OF BEGINNING S. 03°36'40" W., 110.00 FEET, S. 86°23'20" W., 140.65 FEET; THENCE S. 03°36'40" E., 107.00 FEET; THENCE S. 86°23'20" W., 155.00 FEET; THENCE S. 73°29'43" W., 88.23 FEET; THENCE S. 51°31'56" W., 258.38 FEET; THENCE S. 17°10'00" W., 425.00 FEET; THENCE S. 30°17'53" W., 120.14 FEET; THENCE S. 62°40'00" W., 46.00 FEET; THENCE S. 05°40'00" W., 64.00 FEET; THENCE N. 88°50'52" E., 80.00 FEET; THENCE S. 28°24'15" E., 111.36 FEET; THENCE S. 01°09'08" E., 178.00 FEET; THENCE S. 88°50'52" W., 95.00 FEET; THENCE N. 57°50'00" W., 37.00 FEET; THENCE S. 88°50'52" W., 68.38 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 121.93 FEET, CENTRAL ANGLE OF 34°55'48", A CHORD BEARING OF S. 22°32'06" E., AND A CHORD LENGTH OF 120.05 FEET; THENCE S. 40°00'00" E., 124.00 FEET; THENCE N. 50°00'00" E., 117.00 FEET; THENCE S. 40°00'00" E., 272.05 FEET; THENCE N. 54°50'00" E., 72.73 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 193.15 FEET, CENTRAL ANGLE OF 55°20'00", A CHORD BEARING OF N. 27°10'00" E., AND A CHORD LENGTH OF 185.73 FEET; THENCE N. 89°30'00" E., 60.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 251.09 FEET, CENTRAL ANGLE OF 55°20'00", A CHORD BEARING OF S. 27°10'00" W., AND A CHORD LENGTH OF 241.45 FEET; THENCE S. 54°50'00" W., 11.00 FEET; THENCE S. 35°10'00" E., 110.00 FEET; THENCE S. 54°50'00" W., 118.03 FEET; THENCE S. 06°10'00" E., 500.33 FEET; THENCE S. 83°50'00" W., 110.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 305.00 FEET, ARC LENGTH OF 170.08 FEET, CENTRAL ANGLE OF 31°57'02", A CHORD BEARING OF S. 18°28'59" W., AND A CHORD LENGTH OF 167.89 FEET; THENCE S. 34°27'30" W., 65.00 FEET; THENCE S. 28°50'52" E., 108.51 FEET; THENCE S. 22°20'00" W., 53.00

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FEET; THENCE S. 67°40'00" E., 27.00 FEET; THENCE S. 22°20'00" W., 110.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 155.00 FEET, ARC LENGTH OF 73.33 FEET, CENTRAL ANGLE OF 27°06'27", A CHORD BEARING OF S. 54°06'46" E., AND A CHORD LENGTH OF 72.65 FEET; THENCE N. 72°40'00" E., 146.67 FEET; THENCE N. 80°50'00" E., 53.00 FEET; THENCE S. 52°20'00" E., 154.00 FEET; THENCE S. 13°00'00" E., 86.00 FEET; THENCE S. 67°40'00" W., 253.00 FEET; THENCE S. 22°20'00" E., 22.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 380.00 FEET, ARC LENGTH OF 106.12 FEET, CENTRAL ANGLE OF 16°00'00", A CHORD BEARING OF S. 14°20'00" E., AND A CHORD LENGTH OF 105.77 FEET; THENCE S. 06°20'00" E., 106.42 FEET; THENCE S. 83°40'00" W., 167.00 FEET; THENCE N. 06°20'00" W., 143.61 FEET; THENCE N. 22°20'00" W., 210.16 FEET; THENCE N. 01°35'14" E., 131.47 FEET; THENCE N. 67°40'00" W., 75.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 55.02 FEET, CENTRAL ANGLE OF 12°07'30", A CHORD BEARING OF N. 61°36'15" W., AND A CHORD LENGTH OF 54.92 FEET; THENCE N. 55°32'30" W., 9.97 FEET; THENCE S. 34°27'30" W., 91.98 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 158.10 FEET, CENTRAL ANGLE OF 45°17'30", A CHORD BEARING OF S. 11°48'45" W., AND A CHORD LENGTH OF 154.01 FEET; THENCE S. 10°50'00" E., 266.05 FEET; THENCE S. 85°58'45" E., 110.70 FEET; THENCE S. 10°50'00" E., 338.00 FEET; THENCE S. 02°00'42" W., 105.38 FEET; THENCE S. 28°50'00" W., 89.00 FEET; THENCE N. 61°10'00" W., 192.00 FEET; THENCE N. 39°50'00" W., 101.00 FEET; THENCE N. 10°50'00" W., 185.00 FEET; THENCE N. 79°10'00" E., 110.00 FEET; THENCE N. 10°50'00" W., 333.00 FEET; THENCE S. 79°10'00" W., 165.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 545.00 FEET, ARC LENGTH OF 94.68 FEET, CENTRAL ANGLE OF 09°57'14", A CHORD BEARING OF S. 84°08'37" W., AND A CHORD LENGTH OF 94.56 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE ALONG SAID WEST LINE N. 00°52'46" W., 60.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 485.00 FEET, ARC LENGTH OF 84.26 FEET, CENTRAL ANGLE OF 09°57'14", A CHORD BEARING OF N. 84°08'37" E., AND A CHORD LENGTH OF 84.15 FEET; THENCE N. 79°10'00" E., 165.67 FEET; THENCE N. 10°50'00" W., 14.79 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 205.53 FEET, CENTRAL ANGLE OF 45°17'30", A CHORD BEARING OF N. 11°48'45" E., AND A CHORD LENGTH OF 200.22 FEET; THENCE N. 34°27'30" E., 446.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS

OF 245.00 FEET, ARC LENGTH OF 157.17 FEET, CENTRAL ANGLE OF 36°45'19", A CHORD BEARING OF N. 16°04'50" E., AND A CHORD LENGTH OF 154.49 FEET; THENCE S. 83°50'00" W., 107.44 FEET; THENCE N. 06°10'00" W., 168.00 FEET; THENCE S. 83°50'00" W., 97.38 FEET; THENCE N. 72°40'00" W., 80.00 FEET; THENCE N. 17°20'00" E., 135.00 FEET; THENCE N. 06°10'00" W., 50.00 FEET; THENCE S. 83°50'00" W., 106.00 FEET; THENCE N. 06°10'00" W., 130.00 FEET; THENCE N. 15°32'22" E., 142.32 FEET; THENCE N. 50°00'00" E., 62.00 FEET; THENCE N. 40°00'00" W., 60.00 FEET; THENCE N. 15°40'00" E., 133.00 FEET; THENCE N. 40°00'00" W., 40.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 176.29 FEET, CENTRAL ANGLE OF 38°50'52", A CHORD BEARING OF N. 20°34'34" W., AND A CHORD LENGTH OF 172.93 FEET; THENCE N. 01°09'08" W., 27.14 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 98.95 FEET, CENTRAL ANGLE OF 28°20'52", A CHORD BEARING OF N. 15°19'34" W., AND A CHORD LENGTH OF 97.95 FEET; THENCE N. 29°30'00" W., 23.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 180.00 FEET, ARC LENGTH OF 19.35 FEET, CENTRAL ANGLE OF 06°09'31", A CHORD BEARING OF N. 26°25'14" W., AND A CHORD LENGTH OF 19.34 FEET; THENCE S. 88°50'52" W., 183.53 FEET TO A POINT ON SAID WEST LINE OF EAST 1/2 OF SOUTHWEST 1/4; THENCE ALONG SAID WEST LINE N. 01°09'08" W., 791.70 FEET; THENCE N. 88°50'50" E., (290.52 FEET RECORD), 290.57 FEET MEASURED; THENCE N. 03°36'40" W., (252.19 FEET RECORD), 252.15 FEET MEASURED TO A POINT ON SAID EAST-WEST 1/4 LINE; THENCE ALONG SAID EAST-WEST 1/4 LINE N. 86°23'20" E., 893.57 FEET TO THE POINT OF BEGINNING, CONTAINING 31.66 ACRES, MORE OR LESS AND SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

(hereinafter referred to as "area of future development"). Local building ordinances and regulations may permit a smaller number of Units to be created upon the area of future development. This Master Deed imposes no restrictions upon the number of Units to be created on individual portions of the area of future development, provided that the maximum number of Units stated herein for the whole shall not be exceeded.

Section 2. Increase in Number of Units. Any other provision of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer and subject to approval of the Township, from time to time, within a period ending no later than 6 years from the date of recording this master Deed, be increased by the addition to this Condominium of any portion of the area of future development. No Unit shall be created within the area of future development that is not restricted exclusively to residential or recreational use; however, other construction within the area of future development may include, without

implication of limitation, utility receivers, a golf course, a clubhouse, recreational amenities and other related incidental uses.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

Section 4. Additional Land. Additional land may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of additional land may be added to the Condominium.

Section 5. Restrictions. All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

Section 6. Limited Common Elements. Developer may create Limited Common Elements upon additional land and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of the Developer.

ARTICLE VII CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 78 Units on the land described in Article II hereof as shown on the Condominium Subdivision Plan. In future recorded amendments to this Master Deed, however, the Developer may elect to include additional Units which may be later removed from the Condominium. In any such event, Developer reserves the right, subject to prior approval of the Township, to withdraw from the project any Units, together with the land area on which they are proposed, which will be described and depicted as "contractible area" on the Condominium Subdivision Plan. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of additional Units hereinafter included in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 78.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to 6 years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

ARTICLE VIII CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The General Common Elements have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

Section 2. Reservation of Rights to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion and subject to prior approval of the Township, during a period ending no later than six years from the date of recording this Master Deed, to enlarge, modify, merge or extend Units and/or General Common Elements and to create Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas above designated for such purpose to locate and relocate driveways, and/or to construct privacy areas, courtyards, atriums, patios, decks and other private amenities. Any private amenity other than a Unit extension shall be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion.

ARTICLE IX OPERATIVE PROVISIONS

Any expansion, contraction or conversion in the project pursuant to Article V, Section 4 and Articles VI, VII or VIII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or conversion of Common Elements 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 2. 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 additional parcel or parcels being added to (or withdrawn from) the Project 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, including, but not limited to, the connection of driveways, roadways and sidewalks in the Project to any driveways, roadways and sidewalks that may be located on, or planned for the area of future development or the contractible area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractible area from the driveways, roadways and sidewalks located in the Project.

Section 3. Consolidating Master Deed. A Consolidating 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 4. 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 Articles VI, VII and VIII 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 X PARTY WALL

Section 1. Party Wall. Any wall partition which is built as a part of the Dwelling contained within any Unit separating such Dwelling from the Dwelling located on the adjoining Unit and placed on the boundary line between Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Repair and Maintenance. The costs of reasonable structural repair and structural maintenance of the party wall shall be borne by the Association. The cost of maintenance and repair of the exterior of the party wall, including, without limitation, such attachments as insulation, wiring and drywall plaster, shall be borne solely by the Co-owner who makes use of or solely benefits from such exterior.

Section 3. Destruction of Wall. If the party wall is damaged or destroyed by fire or other casualty, the Association shall restore the wall to substantially its condition prior to such casualty and the expense of such restoration shall be borne by the Association.

Section 4. Co-owner Responsibility for Repair. In the event the party wall is damaged or destroyed through the act or omissions of a Co-owner, occupant or guest (whether or not such act or omissions is negligent or otherwise culpable) so as to deprive the adjoining Co-owner of the full use and enjoyment of such wall, then the Co-owner causing such damage shall proceed to rebuild and repair the wall to substantially as good a condition as existed immediately prior to such damage or destruction and such responsible Co-owner shall bear the entire expense thereof including, if applicable, the expense of restoration of the exterior, including damaged attachments, of the party wall benefitting the other Owner. All such construction, however, shall be subject to the prior review and approval of the Board of Directors of the Association.

Section 5. Right of Contribution. The right of any Co-owner to contributions from any other Co-owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Modification of the Party Wall. In addition to meeting other requirements of these restrictions and of any building code or similar regulations or ordinances, any Co-owner proposing to modify, make additions to or rebuild improvements in his unit in any manner which requires any alteration of the party wall shall first obtain the written consent of the adjoining Co-owner to such modification of the party wall. This consent shall be in addition to the approval required from the Association as set forth in Section 4 above.

Section 7. Easement. The Association shall enjoy a perpetual easement for the continued use and support of those portions of the party wall lying within the boundaries of a Unit.

ARTICLE XI LIMITED ACCESS COMMUNITY

Section 1. Limited Access Rights. Royal Troon on the New Course at Indianwood is a community in which vehicular access by road is intended to be limited. In connection therewith, there may be constructed one or more electronic access gates, guardhouses or perimeter fences which will serve the Condominium and which may also be designed to serve other residential areas which adjoin the Condominium. However, the nature and extent of the limitations on access are not intended to be effective to preclude pedestrian access and there is not, nor can there be, any assurance that unauthorized persons can be excluded from the Condominium. Each Co-owner in Royal Troon on the New Course at Indianwood shall pay a

proportionate share of the expenses of perpetual maintenance of such electronic gates, guardhouses and fences, as are maintained in connection with the Condominium and adjoining developments, whether presently existing or added in the future. The Developer shall be entitled to retain all such easements as may be necessary with respect to such limited access facilities as are installed in the Condominium so as to effectively service adjoining residential communities with the same facilities. Likewise, the owner of the adjoining Golf Courses at Indianwood Golf Club and the members of the Golf Club shall have such easement rights as may be necessary to give them access to the limited access facilities should such access be granted to them by the Declarant under the terms and conditions of the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community.

Section 2. Emergency Vehicle Access Easement. Without limiting the foregoing, there shall exist for the benefit of the Charter Township of Orion or any emergency service agency, an easement over all roads in the condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, and other lawful governmental or private emergency 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. There shall exist, however, for the benefit of any public authority having jurisdiction or any emergency service agency, perpetual easements for the use by municipal and/or emergency vehicles of the roadway in the Condominium Project for the purposes of ingress and egress to provide, without limitation, fire and police protection, water and sewer services, ambulance and rescue services, telephone, gas and electric services and services for cable television and other telecommunications, if installed, and other lawful governmental or private emergency services to the Condominium Project and the Co-owners thereof.

ARTICLE XII ROYAL TROON COMMUNITY

Royal Troon on the New Course at Indianwood and the condominium Units within the project are subject to the terms and conditions of the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community as recorded in Oakland County Records and referred to in Article II of this Master Deed. The Association shall be responsible for the collection of any individual assessment collectible under the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community. These assessments are collectible as administrative expenses under Article II of the Bylaws and may be collected as provided in the Bylaws. Such assessments may be enforced by the use of all means available to the Association, under the Condominium Documents and by the law, for collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

ARTICLE XIII
EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any structure within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, or if for structural reasons support is needed outside the Unit, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls as the Developer or the Association may deem necessary for the installation, maintenance, repair, extension, replacement, enlargement of or tapping into all public or private utilities in the Condominium. Such easements shall also be for the benefit of the area of future development whether or not such land is hereafter added to the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successor. Developer has no financial obligation to support such easements, except that any dwelling using the roadways, if such unit is not included within the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the portion of the roadway which is used, which share shall be determined pro rata according to the total number of Dwelling units allowed to use such portion of the drive. There shall exist easements of support with respect to any Dwelling interior wall which supports a Common Element.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) Access Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may be added or withdrawn from the Project as described in Article VI and VII, respectively, or any portion or portions thereof, easements for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Articles VI and VII, respectively. In order to achieve the purposes of this Article and of Articles VI and VII of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of the land described in Articles VI and VII by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium or in the area of future development, to go over and across, to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes and to connect or expand any easements as may be desirable to develop the Condominium or the area of future development. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance.

All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by this Condominium and any developed portions of the land described in Articles VI and VII, respectively, whose closest means of access to a public road is over such road or roads. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed Dwellings in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed Dwellings on the land described in Articles VI and VII, respectively, whose closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Construction and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period 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 in the Property 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. Any such dedication shall be subject to rights of dedication and use reserved in the Declaration.

(b) Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Articles VI and VII, respectively, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles VI and VII, respectively, which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of Dwellings in this Condominium, and the denominator of which is comprised of the numerator plus all other Dwellings in the land described in Article VI and in VII that may be withdrawn from the Project which benefit from such mains; provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a

governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads which service Dwellings outside the Condominium Premises.

The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development and Sales Period 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 to this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title. All such grants shall be subject to rights reserved in the Declaration.

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 Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

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. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. 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. Further, the Association shall not be responsible for any consequential damages, including without limitation damage to the personal property of a Co-owner whether within or outside the Unit, that may result from the Association's failure to timely undertake repairs for which it is

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responsible. 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 Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to enter upon the Unit (but not inside the Dwelling) and the Limited Common Element appurtenant thereto (if any) and perform any required decoration, repair or replacement, all at the expense of the Co-owner of the Unit. 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. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-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, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Included within and not limited by the foregoing is the right of the Developer or an affiliate to establish and sell to the Association and the Co-owners service for telecommunications within the Condominium Project. In pursuance thereof, the Developer may place telecommunications equipment owned by it at such locations on the Common Elements as it may deem appropriate and may furnish the telecommunications service to users outside the Condominium and shall have such easements as may be necessary to lay and maintain cables within the Common Elements in connection therewith. 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.

Section 6. Pedestrian Circulation Easements. Easements have been reserved over the pedestrian circulation path located within the Condominium in and for the benefit of owners of the properties comprising Royal Troon Community pursuant to the Declaration.

Section 7. Indianwood Golf Club Community Easement. Members and guests of the Indianwood Golf Club Community shall have the right to enter, on foot, the General Common Element lawn area and roads of the Condominium Premises for the sole purpose of retrieving golf balls that land within the Condominium Premises, and for pedestrian access through the Condominium Premises while playing the golf course, including without limitation the use of golf cart paths and other pedestrian paths that may be located within the Condominium. This easement does not permit members and guests of the Indianwood Golf Club Community to enter or cross over any other General Common Elements, or Limited Common Elements or Units without the permission of the Co-owner of the Unit involved. Further, golf balls that enter the Condominium Premises shall be considered out-of-play and no golf balls shall be played from within the Premises.

Section 8. Other Community Easements. The Developer or the Association shall have the right to grant such further easements, including without limitation, easements for maintaining, repairing and replacing the adjacent golf course, and lakes, and for use of paths established for walking, hiking, jogging, skiing, cycling and for access purposes for all of the foregoing over or with respect to General Common Elements of the Condominium as may be necessary or desirable in furtherance of development, community usage, coordinated maintenance and operation of Royal Troon Community and to confer responsibilities and jurisdiction for administration and maintenance of such easements upon the administrator of Royal Troon Community.

Section 9. Private Roads. The private roads as shown on the Condominium Subdivision Plan will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. In the event the Association fails to provide adequate maintenance, repair, or replacement of the hereinmentioned private roads, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof plus a 25% administrative fee may be assessed against the co-owners and collected as a special assessment on the next annual Township tax roll.

Section 10. Retention Basin System and Storm Water Drainage System. The costs of maintenance, repair, and replacement of any retention basin system and/or storm water drainage system shall be borne by the Association. In the event the Association fails to provide adequate maintenance, repair, or replacement of the retention basin system or the storm water drainage system, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof, plus a 25% administrative fee may be assessed against the co-owners and collected as a special assessment on the next annual Township tax roll.

ARTICLE XIV
AMENDMENT

This Master Deed and any Exhibit hereto may be amended with the consent of 66-2/3 % of the Co-owners, 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.

Section 2. Mortgagee Consent. If the amendment will materially change the rights of mortgagees generally, then such amendment requires the consent of not less than two-thirds (2/3) of all first mortgagees of record. A mortgagee shall have one vote for each mortgage held.

Section 3. By the 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 unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

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 Article IX of this Master Deed, elsewhere in the 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 Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE XV
ASSIGNMENT

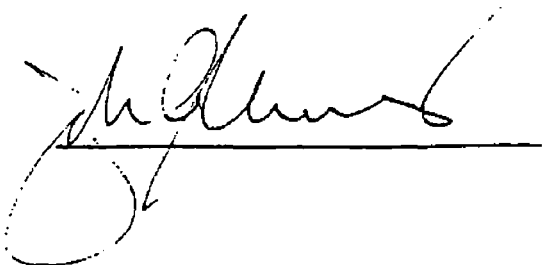
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other person or

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.

WITNESSES:

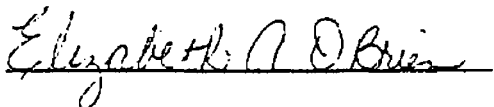
TROON, L.L.C., a Michigan limited liability company

By Salt Land Works, Inc.
Its Member



By 
James B. Faycurry, President


By Mantua, L.L.C.,
Its Member



By 
Rinaldo A. Maffezzoli

STATE OF MICHIGAN)
: ss
COUNTY OF OAKLAND)

On this 30th day of November, 1995, the foregoing Master Deed was acknowledged before me by Salt Land Works, Inc., James B. Faycurry, President, and Mantua, L.L.C., Rinaldo A. Maffezzoli, Member, both Members of Troon, L.L.C., a Michigan limited liability company.


Notary Public, Oakland County, Michigan
My commission expires _____

Master Deed drafted by:

CECILIA A. JACOBSON, NOTARY PUBLIC
OAKLAND COUNTY, STATE OF MICHIGAN
MY COMMISSION EXPIRES: 09/20/98

John A. Marxer, Esq.
Miller, Canfield, Paddock and
Stone, P.L.C.
1400 N. Woodward Avenue, Suite 100
Bloomfield Hills, Michigan 48304

When recorded return to drafter

BHF51\106580.6\105252-00001

LIBER 16767PG334

\$ 23.00 MISCELLANEOUS RECORDING

\$ 2.00 REINDEMENTATION

15 NOV 96 1:52 P.M. RECEIPT# 318

PAID RECORDED - OAKLAND COUNTY

CLERK/REGISTER OF DEEDS

FIRST AMENDMENT TO MASTER DEED
ROYAL TROON ON THE NEW COURSE AT INDIANWOOD

TROON, L.L.C., a Michigan limited liability company, the address of which is 1400 N. Woodward Avenue, Suite 100, Bloomfield Hills, Michigan 48304, being the Developer of Royal Troon, a Condominium Project established pursuant to the Master Deed thereof, recorded on February 8, 1996 in Liber 16010, Pages 304-369, Oakland County Records, and known as Royal Troon Condominium, Subdivision Plan No. 961, hereby amends the Master Deed of Royal Troon pursuant to the authority reserved in Article IX and XIV, Section 3 thereof, for the purpose of reducing the number of Units in the Condominium from 78 to 74 and to expand the area contained within certain of the 74 Units.

Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

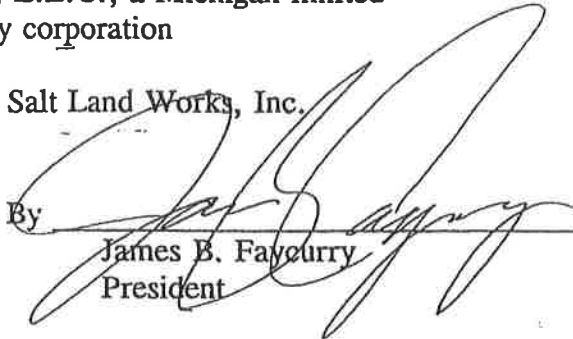
1. Amended Sheets 1 through 6 of the Condominium Subdivision Plan of Royal Troon on the New Course at Indianwood, as attached hereto, shall replace and supersede Sheets 1 through 6 of the Condominium Subdivision Plan of Royal Troon on the New Course at Indianwood as recently recorded, and the originally recorded Sheets 1 through 6 shall be of no further force and effect. [The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.] The number 78 contained in the Master Deed is hereby changed and amended to read 74 in all places.

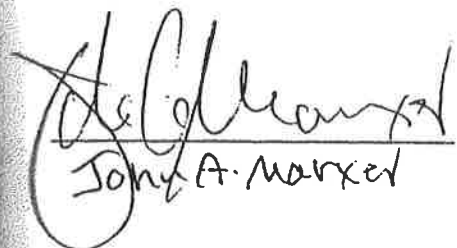
In all respects, other than as hereinabove indicated, the original Master Deed of Royal Troon on the New Course at Indianwood, including the Bylaws and the Condominium Subdivision Plan, respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and re-declared.

Dated this 30th day of September, 1996.

Troon, L.L.C., a Michigan limited liability corporation

By Salt Land Works, Inc.

By 
James B. Faycurry
President


John A. Marxer

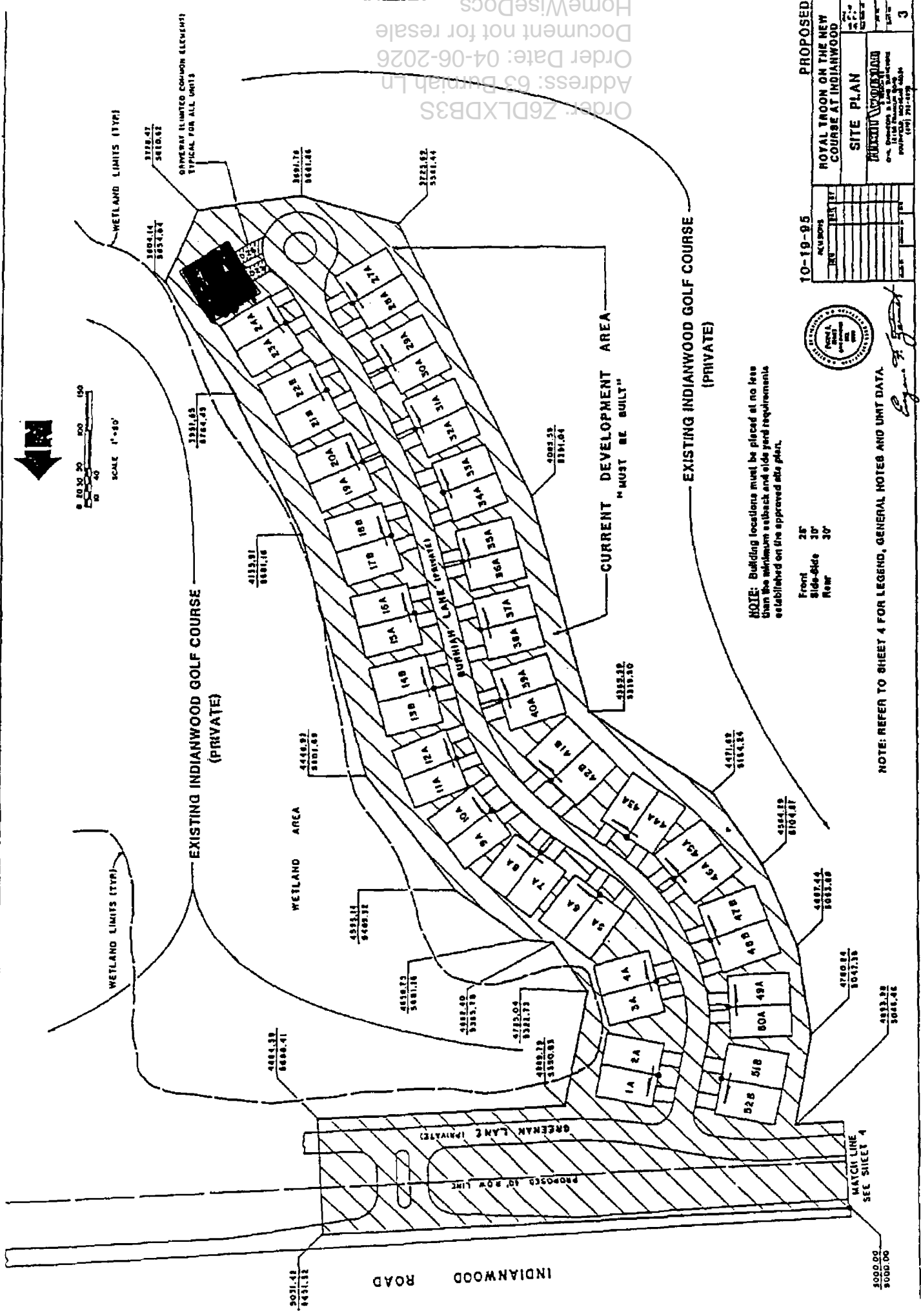
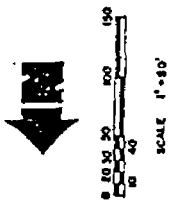
OK - G.K.

OK - T. SMITH

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230
2.0
27

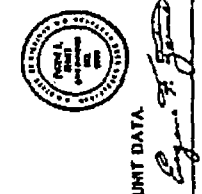
Order: 26DLXB3S
 Address: 63 Durrah Ln
 Order Date: 04-06-2026
 HomeWiseDocs



10-19-95

NO.	REVISIONS	DATE	BY	CHKD BY
1				
2				
3				

PROPOSED
 ROYAL TROON ON THE NEW
 COURSE AT INDIANWOOD
 SITE PLAN
 PROJECT NO. 10-19-95
 PREPARED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 10-19-95
 (919) 211-1278



NOTE: Building locations must be placed at no less than the minimum setback and side yard requirements established on the approved site plan.

Front 2'
 Side-Side 3'
 Rear 30'

NOTE: REFER TO SHEET 4 FOR LEGEND, GENERAL NOTES AND UNIT DATA.

MATCH LINE
 SEE SHEET 4

2000.00
 2000.00

