

OAKLAND COUNTY TREASURERS CERTIFICATE
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

JAN 31 2024
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ROBERT WITTENBERG, County Treasurer
Sec. 135, Act 206, 1893 as amended

5.00

012231 Liber 59152 Page 333 UCC #
2/6/2024 12:01:20 PM Receipt #000119138
\$21.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$0.0 Transfer Tax
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

SECOND AMENDED AND RESTATED
MASTER DEED

TRILLIUM VILLAGE OF CLARKSTON

This Second Amended and Restated Master Deed is made and executed on this 16th day of January, 2024, by BERIT, L.L.C., a Michigan limited liability company, whose post office address is 5852 South Main Street, Clarkston, Michigan 48346, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended, the "Act").

WHEREAS, Trillium Village of Clarkston (the "Condominium" or "Condominium Project") is a residential condominium project located in Independence Township, Oakland County, Michigan consisting of a total of one hundred thirty-three (133) proposed condominium units (each a Residential Unit, or collectively, the "Residential Units") the original Master Deed of which was recorded on October 5, 2004 in Liber 34169 at page 578, Oakland County Records, as amended by the First Amendment to Master Deed recorded in Liber 42397 at Page 1, Oakland County Records, and the Amended and Restated Master Deed recorded in Liber 50117 at Page 330, Oakland County Records and is also known as Oakland County Condominium Subdivision Plan No. 1664; and

WHEREAS, a total of fifty-four (54) of the original proposed Residential Units have not been constructed; and

WHEREAS, the Developer recommends the highest and best use for the vacant land area for the unbuilt Residential Units is for the construction of three apartment buildings; and

WHEREAS, the Developer desires by recording this Second Amended and Restated Master Deed (the "Master Deed") to provide for the reconstitution of Trillium Village of Clarkston as a condominium project containing the existing twenty-five (25) Residential Units (collectively, "Phase 1" of the Condominium), the Senior Housing Unit ("Phase 2" of the Condominium) and the proposed fifty-four (54) Apartment Units (collectively, "Phase 3" of the Condominium) and to provide for the administration, maintenance, repair, replacement and operation of the entire Condominium in a proper manner which recognizes the differing characteristics of the Residential Units, Senior Housing Unit and the Apartment Units and fairly allocates among all Co-owners the costs and responsibilities relative to the respective Units and the Common Elements of the Condominium; and

WHEREAS, the proposed reconstitution by the Developer of the Condominium as set forth above and as reflected in this Second Amended and Restated Master Deed has been approved by at least sixty-

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six and two-thirds percent (66-2/3%) of the Co-owners of the existing Residential Units and the Co-owner of the Senior Housing Unit.

NOW, THEREFORE, the Developer does, upon the recording hereof, amend, reconstitute and re-establish Trillium Village of Clarkston as a Condominium Project under the Act and does declare that Trillium Village of Clarkston shall, after such amendment, reconstitution and re-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

The Condominium Project shall continue to be known as Trillium Village of Clarkston, Oakland County Condominium Subdivision Plan No. 1664. The Condominium Project is amended, reconstituted and re-established in accordance with the Act. The engineering, architectural, site and landscaping plans for the Condominium Project, were approved by, and are on file with, the Township of Independence and with the Developer. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium Project, 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. The Condominium Project is a fee simple Condominium Project and the interests of the Condominium Unit Owners shall be of a fee simple nature.

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 southeast 1/4 of Section 29, T. 4 N., R. 9 E., Independence Township, Oakland County, Michigan, beginning at a point distant S. 89°31'50" E., 420.01 feet and S. 00°05'00" W., 1156.84 feet from the center of Section; thence N. 89°56'00" E., 913.02 feet; thence S. 00°23'45" W., 1495.41 feet; thence S. 89°49'50" W., 280.85 feet; thence N. 39°35'00" W., 338.45 feet; thence N. 50°25'00" E., 75.40 feet; thence N. 39°35'00" W., 418.70 feet; thence N. 31°58'10" W. 10.08 feet; thence N. 39°35'00" W. 302.98 feet; thence N. 00°05'00" E., 621.50 feet to the point of beginning. Containing 24.616 acres.

Subject to and together with all easements and restrictions of record and governmental limitations, including without limitation a certain Safety Path Easement recorded in Liber 10155, Page 739, Oakland County Records.

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 Trillium Village of Clarkston 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 Trillium Village of Clarkston 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 the Trillium Village of Clarkston 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 Second Amended and Restated 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 Common Elements and Limited Common Elements for the Residential Units, and the Senior Housing Unit, and the Apartment Units, as applicable, described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Amended and Restated 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, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Trillium Village of Clarkston as described above.

Section 7. Condominium Project or Condominium. "Condominium Project" or "Condominium" means Trillium Village of Clarkston as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B attached to the original Master Deed, as previously amended and further amended by Replat No. 3 attached.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Trillium Village of Clarkston 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 BERIT, L.L.C., a Michigan limited liability company, and its successors and assigns, which has made and executed the original Master Deed of Trillium Village of Clarkston and which has likewise executed this Second Amended and Restated Master Deed. 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 were permitted to vote for the election of Directors (except any Directors selected or to be selected by the Developer, pursuant to Article XI, Section 2(c) of the Bylaws). The First Annual Meeting has already been held.

Section 14. Township. "Township" means the charter Township of Independence, a Michigan municipal corporation, located in Oakland County, Michigan, its successors, assigns and transferees.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each means the spaces constituting a single unit in Trillium Village of Clarkston, as such spaces may be described in Article V, Section 1 and Exhibit B hereto and shall have the same meaning as the term "Condominium Unit" as defined in the Act. A Unit may either be a Residential Unit, the Senior Housing Unit, or an Apartment Unit. The Senior Housing Unit shall mean Unit 134. The Apartment Units shall mean Units 135, 136 and 137. All structures and improvements now or hereafter located within the boundaries of Units 134, 135, 136 and 137, shall be owned in their entirety by the Co-owner(s) of Units 134, 135, 136 and 137, respectively, and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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 Condominium 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 not identified as Limited Common Elements, parking spaces and sidewalks not identified as Limited Common Elements, the entrance area improvements, wood piers, wood bridge and asphalt paths, including without limitation lights and monuments, and the safety path unless and until such time as it is dedicated to the Township for the benefit of the public in accordance with all applicable ordinances and regulations. Additionally, that portion of the land that is identified as Units 134, 135, 136 and 137, and that portion that is assigned as Limited Common Elements to Units are excluded.

(b) **Easements.** The beneficial easements referenced in Article II above and in Article X below.

(c) **Electrical.** The electrical transmission system throughout the Condominium Project up to, but not including, the electric meter for each Residential Unit or the lateral(s) that service only either the Senior Housing Unit or the Apartment Units, together with common lighting for the Condominium, and any other electrical apparatus necessary to operate General Common Elements, but not the electric meters that record the electric service provided to individual Units or the site lighting that benefits only the Residential Units, the Senior Housing Unit, or the Apartment Units, respectively.

(d) **Telephone.** The telephone system throughout the Condominium Project up to the point of entry to each Residential Unit or the lateral(s) that service the Senior Housing Unit or the laterals that service the Apartment Units.

(e) **Gas.** The gas distribution system throughout the Condominium Project up to, but not including the gas meter for each Residential Unit or the laterals and gas meter that service the Senior Housing Unit or the laterals gas meters that service the Apartment Units.

(f) **Water.** The water distribution system throughout the Condominium Project, including that contained within Unit walls, up to the point of connection to the building for each Residential Unit or the lateral(s) that service the Senior Housing Unit or the laterals that service the Apartment Units. Also including the irrigation system through the Condominium Project and the meter, connections and interior or exterior controls for same installed by the Developer or the Association.

(g) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to the point of connection to the building for each Residential Unit or the lateral(s) that service the Senior Housing Unit or the lateral(s) that service the Apartment Units.

(h) **Storm Sewer.** The storm sewer system throughout the Condominium Project, up to the point of connection with a sump pump, if any, but not including the sump pump.

(i) **Telecommunications.** The telecommunications system, if and when it may be installed, up to the point of entry to each Residential Unit or the lateral(s) that service the Senior Housing Unit or the laterals that service the Apartment Units.

(j) **Wetlands and Natural Feature Setback Areas.** The areas identified on the Condominium Subdivision Plan as General Common Element wetlands and the natural feature setback areas.

(k) **Gate.** The gate, if and when constructed, at the Condominium Project entrance.

(l) **Community Building.** The community building, pool and related amenities.

(m) **Park.** The area identified as "Park" on Exhibit B attached hereto.

(n) **Other.** Such other elements of the Condominium Project not herein designated as General Common Elements 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 Condominium Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment 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.

Section 2. Limited Common Elements Appurtenant to the Residential Units (Phase 1). The Limited Common Elements for the Residential Units shall be subject to the exclusive use and enjoyment of the Owner of each Residential Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements for the Residential Units are:

(a) **Patios and Patio Walls.** Each patio and the patio walls in the Condominium Project are restricted in use to the Co-owner of the Residential Unit which opens into such patio as shown on Exhibit B hereto.

(b) **Balconies.** Each balcony in the Condominium Project is restricted in use to the Co-owner of the Residential Unit which opens into such balcony as shown on Exhibit B hereto.

(c) **Air Conditioner Compressors.** Each individual air conditioner compressor is restricted in use to the Co-owner of the Residential Unit which such air conditioner compressor services.

(d) **Garage Parking Spaces and Parking Spaces.** Certain parking spaces within one of the parking garages are appurtenant to a specific Residential Unit as a Limited Common Element as such garage parking space is designated on Exhibit B hereto with numbers which correspond to the Unit to which such garage space appertains. Open parking spaces have also been assigned to individual Residential Units on Exhibit B.

(e) **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 Residential Unit serviced thereby.

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

(g) **Sump Pumps.** Each sump pump, if any, including the sump pit and all piping up to the point of connection to the main storm water drainage pipe, wiring and other material appurtenant thereto, shall be limited in use to the Co-owner of the Residential Unit serviced thereby.

(h) **Electrical, Electric Meters.** The electrical lines and electric meters that service individual Residential Units shall be limited in use to the Unit serviced thereby.

(i) **Gas and Gas Meters.** The gas leads contained within Residential Unit walls, up to the point of connection with gas fixtures, but not including the fixture or shut off valve within any Unit or the gas meter that records service to the individual Residential Units and the gas meters that service the individual Residential Units shall be limited to use in the Units serviced thereby.

(j) **Sanitary Sewer.** The sanitary sewer leads servicing the Residential Units, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(k) **Water.** The water system servicing the Residential Units, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(l) **Dumpsters/Wall/Gate.** The dumpsters and surrounding wall and gate servicing the Residential Units.

(m) **Interior Surfaces.** The interior surfaces of Residential Units and appurtenant garage perimeter walls, ceilings and floors contained within a Unit and its appurtenant garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(n) **Entrees and Stairs.** Each entree and adjacent stairs, as depicted on Exhibit B, shall be limited in use to the Residential Units that directly benefit from the entree and stairs.

(o) **Porch.** The porch that services Unit 133 shall be limited in use to Unit 133.

(p) **Site Lighting.** The site lighting that services the area around the Residential Units.

(q) **Building Structures.** Foundations, supporting columns, Unit and garage perimeter walls (including doors therein) as shown on Exhibit B, roofs, and chimneys. Perimeter walls are those walls which surround each Residential Unit and garage but which exclude interior drywall attachments. In the case of basement perimeter walls, the concrete wall is a collective Limited Common Element and its interior surface is an individual Limited Common Element and any interior attachments are owned by the Owner of the Residential Unit which it surrounds. In upper levels of Residential Units, the perimeter plaster wallboard which surrounds the Unit is attached to the exterior wall and such plaster wallboard is an interior attachment owned by the Owner of the Unit which it surrounds.

(r) **Land.** The land depicted on Exhibit B attached as Limited Common Elements, assigned to the Residential Units.

Section 3. Limited Common Elements Appurtenant to the Senior Housing Unit (Phase 2).

The Limited Common Elements for the Senior Housing Unit shall be subject to the exclusive use and enjoyment of the Owner of the Senior Housing Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements for the Senior Housing Unit are:

(a) **Yard Area.** The yard area surrounding the Senior Housing Unit as depicted on Exhibit B attached.

(b) **Sidewalks.** The sidewalks surrounding and servicing the Senior Housing Unit as depicted on Exhibit B attached.

(c) **Site Lighting.** The site lighting that services the area in and around the Senior Housing Unit.

(d) **Retaining Walls.** The retaining walls, if any, located adjacent to the Senior Housing Unit.

Section 4. Limited Common Elements Appurtenant to the Apartment Units (Phase 3). The Limited Common Elements for the Apartment Units shall be subject to the exclusive use and enjoyment of the Owner(s) of the Apartment Units to which the Limited Common Elements are appurtenant. The Limited Common Elements for the Apartment Units are:

(a) **Yard Area.** The yard area surrounding the Apartment Units as depicted on Exhibit B attached.

(b) **Sidewalks.** The sidewalks surrounding and servicing the Apartment Units as depicted on Exhibit B attached.

(c) **Site Lighting.** The site lighting that services the area in and around the Apartment Units.

(d) **Retaining Walls.** The retaining walls, if any, located adjacent to the Apartment Units.

(e) **Garage Parking Spaces and Parking Spaces.** Certain parking spaces within the parking garages are appurtenant to a specific Apartment Unit as a Limited Common Element as such garage parking spaces are designated on Exhibit B hereto. Open parking spaces have also been assigned to Apartment Units on Exhibit B.

Section 5. Share Limited Common Elements Appurtenant to the Residential Units and Apartment Units 135 and 136. The Limited Common Elements for the exclusive use of Residential Units 1 through 24, inclusive, and Apartment Units 135 and 136 are:

Shared Drive Area and Guest Parking Spaces. The "Shared Drive Area" and the "Guest Parking Spaces" depicted on Exhibit B.

Section 6. Responsibilities of Unit Owners and the Association. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows:

(a) **General Common Elements.** The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association, *provided, however,*

that this provision shall not cause the Association to undertake any responsibilities for utility lines which would otherwise be undertaken by public agencies or private utility providers. In particular, the Association shall be solely responsible for regular periodic inspection, maintenance, repair and (if and when necessary) replacement of the entire storm water drainage system lying within the Condominium Premises as described in subsection 1(h) of this Article IV, and neither the Township nor the Oakland County Drain Commissioner or any other public agency shall have any responsibility therefor. Also, the Association shall be empowered to undertake responsibility for maintenance, repair and replacement of any landscaping, entrance structures or other similar improvements related to Trillium Village of Clarkston which lie within the General Common Elements and any adjoining public road right-of-way if responsible public agencies fail to maintain them in an adequate manner and the irrigation system, water and meter servicing same described in Article IV, Section 1(f) above. The gate referred to in Article IV, Section 1 (k) and the related intercom system, shall also be maintained, repaired and replaced by the Association. The intercom box servicing individual Units shall be maintained, repaired and replaced by the Co-owner of the Unit it services.

(b) Co-owners of Residential Units. The costs of maintenance, decoration, repair and replacement of all Limited Common Elements appurtenant to the Residential Units shall be borne equally by all of the Co-owners of the Residential Units, except as otherwise provided below in this Article IV, Section 4, Subsections (b)(i) through (b)(xiii). Under no circumstances, however, shall the Owners of the Residential Units be required to contribute to the costs of current or deferred maintenance, repair or replacement of any of the improvements located in the Senior Housing Unit or its appurtenant Limited Common Elements or in the Apartment Units or its appurtenant Limited Common Elements.

(i) Patios and Patio Walls. The costs of maintenance, repair and replacement of each patio described in Article IV, Section 2(a) above shall be borne by the Co-owner of the Residential Unit to which the patio is appurtenant and the cost of maintenance, repair and replacement each patio wall shall be borne by the Association and assessed to the Residential Units.

(ii) Balconies. The responsibility for staining the deck rails and spindles of the balconies referred to in Article IV, Section 2(b) above shall be borne by the Association. The responsibility and cost of all other maintenance of the balconies, as well as the repair and replacement of the floors, shall be borne by the Co-owner of the Residential Unit to which the balcony is appurtenant.

(iii) Air Conditioner Compressors. The costs of maintenance, repair and replacement of each individual air conditioner compressor, as described in Article IV, Section 2(c) above shall be borne by the Co-owner of the Residential Unit which such air conditioner compressor services.

(iv) 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(f) and the costs thereof, shall be borne by the Co-owner of the Residential 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).

(v) Sidewalks. The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all sidewalks not located either in the Senior Housing Unit or in the Apartment Units or in the Limited Common Elements assigned to either the Senior Housing Unit or the Apartment Units, and the cost therefor shall be assessed to all Residential Units.

(vi) **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(m) above shall be borne by the Co-owner of each Residential Unit to which such Limited Common Elements are appurtenant.

(vii) **Utility Costs.** All costs of electricity and natural gas flowing through the meters described in Article IV, Sections 2(h) and (i) shall be borne by the Co-owner of the Unit serviced by such meters. All costs of water and sanitary sewer, and the meters recording usage of same, shall be borne by the Association and assessed to the Residential Units located in the building serviced by same.

(viii) **Garage Doors and Garage Door Openers.** The repair, replacement and maintenance (except in cases of Co-owner fault) of all garage doors referred to in Article IV, Section 2(e) and the costs thereof shall be borne by the Association; the costs of repair, replacement and maintenance of the garage door openers and, in cases of Co-owner fault garage doors, shall be borne by the Co-owner of the Unit which they service.

(ix) **Site Lighting.** The cost of electricity for the exterior lighting fixtures attached to a Residential Unit shall be metered by the individual electric meter of the Co-owner to whose Unit the same is attached and shall be paid by the individual Co-owner without reimbursement therefor from the Association. All site lighting fixtures that are in proximity to the entrance of the Residential Units shall be maintained, repaired and replaced by the Association. Light bulbs for only the lighting fixtures that are in proximity to the entrance of the Residential Units 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 site lighting fixtures affixed to the garages' front exteriors and the free-standing light posts servicing the Residential Units, as well as the cost of electricity to service same, shall be borne by the Association. 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. Said fixtures shall operate on photoelectric cells the timers of which 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. The cost of electricity and the maintenance, repair and replacement of the other site lighting referred to in Article IV, Section 2(p) above shall be the assessed to the Residential Units.

(x) **Garage Parking Spaces and Parking Spaces.** The cost of maintenance, repair and replacement of each garage parking space described in Article IV, Section 2(d) above, shall be borne by the Co-owner of the Unit to which the garage parking space is appurtenant. The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all of the open parking spaces and the cost therefor shall be charged to the Co-owners of the Residential Units.

(xi) **Sump Pumps.** The costs of maintenance, repair and replacement of sump pumps, if any, including the sump pit and all piping up to the point of connection to the main storm water drainage pipe, wiring and other material appurtenant thereto, as described in Section 2(g) above, shall be borne by the Co-owner serviced thereby.

(xii) **Building Structures.** The costs of maintenance, repair and replacement of the building foundations, supporting columns, Unit perimeter walls (including doors therein) described in Section 2(q) above shall be borne by the Co-owners of the Residential Units. The costs of

maintenance, repair and replacement of the garage perimeter walls also described in Section 2(q) above shall be borne by the Co-owners of the Residential Units and the Co-owner(s) of the Apartment Units that are assigned garage parking spaces in the same garage structure. The Association shall be responsible for undertaking such work and the cost therefor shall be charged to the Co-owners of the Residential Units located in the building affected, except that such costs for work involving the garage perimeter walls shall be allocated equally among the Residential Units and the Apartment Units that have been assigned garage parking spaces in a garage in Exhibit B attached.

(xiii) **Land.** The costs of maintenance, repair and replacement of the land described in Section 2(r) above shall be borne by the Co-owners of the Residential Units. The Association shall be responsible for undertaking such work and the cost therefor shall be charged back to the Co-owners of the Residential Units.

(c) **Co-owner of Senior Housing Unit.** The responsibility for maintenance, decoration, repair and replacement of all structures and improvements, including without limitation the drives and parking spaces, located within the Senior Housing Unit and all Limited Common Elements assigned to the Senior Housing Unit shall be borne by the Co-owner of the Senior Housing Unit and the costs thereof shall be that of the Co-owner of the Senior Housing Unit. The Co-owner of the Senior Housing Unit shall not be required to contribute to the costs of current or deferred maintenance, repair or replacement of any of the Residential Units or any of the Limited Common Elements appurtenant thereto or to the Apartment Units or any of the Limited Common Elements appurtenant thereto. The Limited Common Elements appurtenant to the Senior Housing Unit are as follows:

(i) **Yard Area.** The maintenance, repair and replacement of the lawn and all landscaping located in the Limited Common Element Yard Area assigned to the Senior Housing Unit shall be undertaken by and the cost therefor borne by the Co-owner of the Senior Housing Unit.

(ii) **Sidewalks.** Each sidewalk which solely services a Senior Housing Unit shall be maintained, repaired and replaced entirely by and at the expense of the Co-owner of the Senior Housing Unit.

(iii) **Retaining Walls.** The retaining walls referenced in Article IV, Section 3(d) above shall be maintained, repaired and replaced entirely by and at the expense of the Co-owner of the Senior Housing Unit.

(iv) **Other Limited Common Elements Appurtenant to Senior Housing Unit.** Any other Limited Common Element solely appurtenant to the Senior Housing Unit, including without limitation the site lighting referred to in Article IV, Section 3(c) above, shall be maintained, repaired and replaced entirely by and at the expense of the Co-owner of the Senior Housing Unit to which the same is appurtenant.

(d) **Co-owner(s) of Apartment Units.** The responsibility for maintenance, decoration, repair and replacement of all structures and improvements, including without limitation the drives and parking spaces, located within the Apartment Units and all Limited Common Elements assigned to the Apartment Units, shall be borne by the Co-owner(s) of each Apartment Unit, respectively, and the costs thereof shall be that of the individual Co-owner of the Apartment Units. The Co-owner(s) of the Apartment Units shall not be required to contribute to the costs of current or deferred maintenance, repair or replacement of any of the Residential Units or any of the Limited Common Elements appurtenant thereto or to the Senior Housing Unit or any of the Limited Common Elements appurtenant thereto. The Limited Common Elements appurtenant to the Apartment Units are as follows:

(i) **Yard Area.** The maintenance, repair and replacement of the lawn and all landscaping located in the Limited Common Element Yard Area assigned to the Apartment Units shall be undertaken by and the cost therefor borne by the Co-owner(s) of the Apartment Units.

(ii) **Sidewalks.** Each sidewalk which solely services an Apartment Unit shall be maintained, repaired and replaced entirely by and at the expense of the Co-owner of the Apartment Unit.

(iii) **Retaining Walls.** The retaining walls referenced in Article IV, Section 4(d) above shall be maintained, repaired and replaced entirely by and at the expense of the Co-owner(s) of the Apartment Units.

(iv) **Other Limited Common Elements Appurtenant to Apartment Units.** Any other Limited Common Element solely appurtenant to the Apartment Units, including without limitation the site lighting referred to in Article IV, Section 4(c) above, shall be maintained, repaired and replaced entirely by and at the expense of the Co-owner of the Apartment Unit to which the same is appurtenant.

(e) Co-owners of Residential Units 1 through 24, inclusive, and Apartment Units 135 and

136.

The Shared Drive Area and Shared Guest Parking referenced in Article IV, Section 5 above shall be maintained, repaired and replaced by the Association and the expense therefor shall be allocated as follows: 24/54th to Units 1 through 24; 18/54th to Apartment Unit 135; and 12/54th to Apartment Unit 136. The forgoing notwithstanding, the allocated portion to an Apartment Unit shall not commence to be due hereunder until construction begins on the Unit and until such time, the expense is allocated based on the above formula using a denominator that corresponds with the Units using the Shared Drive Area.

(f) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

Section 6. General Common Elements, Storm Water Drainage, Pond, General Common Element Roadways and Parking Spaces, Safety Path, Wood Piers, Wood Bridge, Wetlands and Landscaping. The cost of maintenance, repair, replacement and preservation of all General Common Elements, including, but not limited to, all landscaping therein, the storm water drainage system, including the pond, and the General Common Element roadways and parking spaces, safety path, wood pier, wood bridge, wetlands and landscaping, (until such time that such roadways and/or safety path are dedicated to the public, if ever) shall be borne by the Association. The wetlands, natural features set back areas and General Common Element open areas shall be perpetually preserved. The Association shall be responsible for the maintenance and replacement of trees and landscaping in the Condominium Premises. The Association shall establish a regular and systematic program of maintenance for the areas and facilities for which it is responsible to ensure that the physical condition and the intended function of such areas and facilities shall be perpetually preserved and maintained. In the event that the Association fails to provide adequate maintenance, repair, replacement or preservation of the General Common Elements, storm water drainage, pond, General Common Element roadways and parking spaces, safety path, wood piers, wood bridge, wetlands and landscaping, 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, replacement or preservation be cured within a stated reasonable time period and the date, time and place of a hearing before the Township Board or such other board, body or official delegated by the Township Board, for the purpose of allowing the Association to be heard as to

why the Township should not proceed with the maintenance, repair, replacement or preservation which has not be undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the Township Board, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the Township shall thereupon have the power and authority, but not obligation, to enter upon the Condominium Premises, or cause its agents or contractors to enter upon the Condominium Premises and perform such maintenance and/or preservation as reasonably found by the Township to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the Township and reasonable legal fees incurred by the Township, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the residential units on the Condominium Premises. The Township may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Association, all unpaid amounts may be placed on the delinquent tax roll of the Township, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the Association, and, in such event, the Association shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit. This Section shall not be amended without the prior approval of the Township. This Section shall not be construed or interpreted to limit the Township's right and authority to seek other remedies or enforcement as provided under any law, ordinance, easement, agreement or permit otherwise applicable.

Section 7. Use. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Residential Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Trillium Village of Clarkston as prepared by Kieft Engineering, Inc. and attached hereto as Exhibit B. The architectural plans and specifications are on file with the Township and on file with the Developer. Each Residential Unit shall include with respect to the floors of the Residential Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

Section 2. Description of Senior Housing Unit. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Trillium Village of Clarkston as prepared by Kieft Engineering, Inc. and attached hereto as Exhibit B. The architectural plans and specifications for the structure to be built on the Senior Housing Unit are on file with the Township. Unit 134, the Senior Housing Unit, is identified in the attached Exhibit B as prepared by Kieft Engineering, Inc. and is delineated with heavy outlines and shall consist of the land and space located within the Senior Housing Unit boundaries.

Section 3. Description of Apartment Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Trillium Village of Clarkston as prepared by Kieft Engineering, Inc. and attached hereto as Exhibit B. The architectural

plans and specifications for the structures to be built on the Apartment Units are on file, or will be on file, with the Township. Units 135, 136 and 137, the Apartment Units, are identified in the attached Exhibit B as prepared by Kieft Engineering, Inc. and are delineated with heavy outlines and shall consist of the land and space located within the Apartment Units respective boundaries.

Section 4. Percentage of Value. The percentage of value assigned to each Unit shall be equal, except that Unit 134 is assigned a value that is the equivalent of 54 Residential Units, Unit 135 is assigned a value that is the equivalent of 18 Residential Units, Unit 136 is assigned a value that is the equivalent of 12 Residential Units and Unit 137 is assigned a value that is the equivalent of 24 Residential Units. The percentages of value were determined after applying the original assignment of percentages of value, being equal, and assigned to the Senior Housing Unit the number of Residential Units that are replaced by the Senior Housing Unit and assigned to each Apartment Unit the number of Residential Units that are replaced by the Apartment 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 administration (including maintenance, repair and replacement) of the General Common Elements for which the Association is responsible herein, and the value totals 100%. The value of each Co-owner's vote at meetings of the Association of Co-owners is set forth in Article VIII, Section 1 of the Bylaws.

ARTICLE VI

CONTRACTION OF CONDOMINIUM

[Intentionally Deleted]

ARTICLE VII

CONVERTIBLE AREAS

[Intentionally Deleted]

ARTICLE VIII

OPERATIVE PROVISIONS

[Intentionally Deleted]

ARTICLE IX

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 Condominium 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 Common Elements or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium 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 the following action:

Consolidation of Units; Relocation of Boundaries. Co-owners of Units may relocate boundaries between their Units or eliminate boundaries between two or more 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 or elimination 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.

Section 4. Township Approval. All subdivisions, consolidation and relocation of Unit boundaries as provided in this Article IX shall be subject to the prior approval of the Township.

ARTICLE X

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) **Access 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 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 Trillium Village of Clarkston, 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 Condominium 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 and all consideration provided by the utility company or governmental agency for the grant of easement(s) shall inure to benefit of the Developer. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium 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 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, irrigation controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. 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) 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 Condominium 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.

(b) The Developer may provide fiber optic service in the Condominium Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment ("Fiber Optic Improvements") located throughout the Condominium Project, up to the point of entry to each Residential Unit, would be owned by the Developer. At all times the Developer provides

fiber optic service in the Condominium Project, the fiber optic cable and related equipment 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 Condominium Project for the purpose of installing, maintaining, repairing and replacing the Fiber Optic Improvements, in the event the Fiber Optic 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 for the benefit of the Federal government for the purpose of mail delivery and the Township, 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 Township or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, 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. The Developer and Association shall provide the fire and police department with all keys and codes necessary to access the Condominium Premises by way of the gated entry, if any. Additionally, the Developer, Association and individual Unit Owners hereby indemnify and hold harmless the Township, the Township Fire Department, and emergency service providers together with all of their officers, officials, employees, representatives and agents, from any claim, cause of action, damage, loss, injury, or death, which result from or are in any way due to the gated entryway.

Section 7. Storm Water Drainage. The Developer hereby reserves on behalf of itself, its successors and assigns, the Co-owners, and for the benefit of the public agencies, including without limitation the Township, a perpetual easement to use the storm sewers depicted on the Condominium Subdivision Plan for the purpose of storm water drainage.

Section 8. Safety Path Easement. An easement has been granted for the benefit of the Township of Independence and the public over the ten foot wide safety path located or to be located within the Safety Path Easement depicted on Exhibit B hereto for pedestrian and bicycle use and recorded in Liber 10155, Page 739, Oakland County Records.

Section 9. Conservation Easements. The Developer reserves the right to grant to a non-profit entity or entities conservation easement(s) over a portion or portions of the General Common Elements designated as wetlands and pond on Exhibit B attached hereto. In such event, all of the Units in the Condominium Project will be deemed to be subject to the terms of the conservation easement(s) which will include, among other things, for the monitoring and maintenance of the conservation area identified therein. All Co-owners, through the Association, may also be expected to pay a fee to the non-profit entity to defray the costs of monitoring and maintenance.

ARTICLE XI

AMENDMENT

This Master Deed and the Condominium Subdivision Plan 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, 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.

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 Condominium 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 and 51% of first mortgagees.

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.

Section 7. Township Approval. Notwithstanding anything in the Master Deed or Bylaws, there shall be no amendment to or termination of Article IV, Section 4, Article X, Section 6, Article X, Section 9, or any other provision of this Master Deed which affects or limits the rights or regulations of the Township as provided within the Master Deed or Bylaws, without first obtaining Township review and written approval of any such amendment.

Section 8. Amendment Procedure. The procedure for amending the Master Deed shall be the same as set forth in Article XVI of the Bylaws.

ARTICLE XII

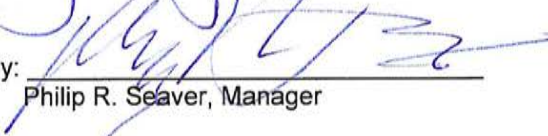
ASSIGNMENT

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.

[SIGNATURE PAGE FOLLOWS]

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

By: 
James J. Scharl, Manager

And By: 
Philip R. Seaver, Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 16th day of January, 2024, in Oakland County, Michigan, the foregoing Second Amended and Restated Master Deed was acknowledged before me by James J. Scharl and Philip R. Seaver, Managers of BERIT, L.L.C., a Michigan limited liability company, on behalf of the company.


Notary Public

MARY GRACE VAN HUFFEL
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF OAKLAND
MY COMMISSION EXPIRES March 10, 2026
ACTING IN THE COUNTY OF *Oakland*

State of Michigan, County of Oakland
Acting in the County of Oakland
My commission expires:

Second Amended and Restated Master Deed drafted by and when recorded return to:
C. Kim Shierk
Williams, Williams, Rattner & Plunkett, P.C.
380 N. Old Woodward Avenue, Suite 300
Birmingham, MI 48009
(248) 642-0333

TRILLIUM VILLAGE OF CLARKSTON
EXHIBIT A TO THE SECOND AMENDED AND RESTATED MASTER DEED
SECOND AMENDED AND RESTATED BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Trillium Village of Clarkston, a residential Condominium Project located in the Township of Independence, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Association Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. Separate budgets shall be adopted for the Residential Units, the Senior Housing Unit and the Apartment Units depending upon the expenses to be borne by each Residential Unit, the Senior Housing Unit and each Apartment Unit under the Amended and Restated Condominium Documents and attributable to the Residential Units, the Senior Housing Unit and the Apartment Units, respectively. Likewise, adequate reserve funds for maintenance, repairs and replacement of those Common Elements that must be repaired or replaced on a periodic basis shall be established in the separate budgets depending on whether they are General Common Elements for the three types of Units or "Limited Common Elements" assigned to the Residential Units only which are solely maintained by the Residential Units. Such reserves must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget for the Residential Units or the Senior Housing Unit or the Apartment Units, as the case may be, on a noncumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of the annual budgets by the Board of Directors, copies of the budgets shall be delivered to each Co-owner, whether Residential Unit, Senior Housing Unit or Apartment Unit, and the assessments for said year shall be established based upon said budgets, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. The annual assessments as so determined and levied shall constitute liens against all Units, as to Residential Unit, Senior Housing Unit or Apartment Units, as of the first of the fiscal year to which the assessments relate. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient: (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, or (c) to provide additions to the Common Elements not exceeding \$10,000.00 annually for the entire Condominium Project, or (2) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and approved respectively by the Residential Unit Co-owners or the Senior Housing Unit Co-owner or the Apartment Unit Co-owner(s), as hereinafter provided to meet other needs

or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$10,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 66 2/3% of all Co-owners based on number and on value as to the General Common Elements or 66 2/3% of the Residential Unit Co-owners based on number as to the Limited Common Elements assigned to the Residential Units. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the respective Residential Unit Co-owners, the Senior Housing Unit Co-owner and the Apartment Unit Co-owner(s), in accordance with each Co-owner's proportionate share of the expenses of administration as provided in Articles IV and V of the Amended and Restated Master Deed depending upon whether they are a Residential Unit, a Senior Housing Unit or an Apartment Unit, as the particular case may be. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, depending on the type of Unit, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. An automatic late charge not exceeding \$25 per installment per month may be added to each installment in default for five or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether one or more persons) including a land contract vendee, shall be, and remain, personally liable for the payment of all assessments (including automatic late charges and other fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association. Any other provisions of the Master Deed or Amended and Restated Bylaws to the contrary notwithstanding, any issues to be voted upon by the Co-owners with respect to the General Common Elements shall be decided as follows: Each Residential Unit Co-owner shall have a single vote, Unit 134 (the Senior Housing Unit) Co-owner shall have a vote that is the equivalent of 54 Residential Units, Unit 135 (an Apartment Unit) shall have a vote that is the equivalent of 18 Residential Units, Unit 136 (an Apartment Unit) shall have a vote that is equivalent of 12 Residential Units, and Unit 137 (an Apartment Unit) shall have a vote that is

equivalent to 24 Residential Units with respect to expense issues related to General Common Elements and each Residential Unit Co-owner shall have an equal vote with respect to expense issues relating to the Limited Common Elements assigned to the Residential Units (but the Residential Unit Co-owners shall have no vote with respect to expense issues relating to such Limited Common Elements assigned to either the Senior Housing Unit or to the Apartment Units.)

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to Trillium Village of Clarkston Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorneys' fees (not limited to statutory fees) and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws which fines may be in addition to automatic late charges previously established. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Condominium Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Condominium Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subsection and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by

advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owners(s) at his or their last known address, of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Condominium Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including late charges, interest, fines, costs, actual attorneys' fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect its lien and other costs, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, if the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, that mortgagee or purchaser and his or her successors and assigns are not liable for the assessments by the administering body chargeable to the Unit that became due prior to the acquisition of title to the Unit by that mortgagee or purchaser and his or her successors and assigns.

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment (except with respect to occupied Units that it owns). Developer, however, shall during the period up to the First Annual Meeting of Members pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by it. Developer shall, however, maintain at its own expense any incomplete Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not completed notwithstanding the fact that such incomplete Units may have been depicted in the Master Deed. Further, Developer

shall in no event be liable for any assessment, general or special, levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the Township of Independence.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and other fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments against the Condominium Unit, together with interest, costs, fines, late charges and attorney fees, and the lien securing same, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 12. Road Improvements. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the Condominium. The improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may include Trillium Village of Clarkston. The acceptance of a conveyance or the execution of a land contract by any Owner or purchaser of a Condominium Unit shall constitute the agreement by such Owner or purchaser, his/her heirs, executors, administrators, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of mortgagees shall be required for approval of said public road improvement.

All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. Extent of Insurance Coverage for General Common Elements. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered by the Association. All such insurance shall be purchased by the Association for the benefit of the Association and all Co-owners and their mortgages, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements when required by the mortgagees of Co-owners.

Section 2. Extent of Insurance Coverage for Limited Common Elements Appurtenant to the Residential Units. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance pertinent to the ownership, use and maintenance of the Limited Common Elements for the Residential Units and such issuance shall be carried and administered by the Association in accordance with the following provisions:

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners of the Residential Units and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner of a Residential Unit may obtain insurance coverage at his own expense upon his Unit. It shall be each Residential Unit Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, for improvements to his Unit or Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire or other catastrophe, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) **Insurance of Limited Common Elements and Fixtures Appurtenant to Residential Units.** All Limited Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the Residential Units of the nature and extent of all changes in coverages. Such coverage shall also include unpainted surface of interior walls within any Residential Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures and equipment within a Residential Unit which were furnished with the Residential Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Residential Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) **Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to this Section 2 shall be shared equally by the Owners of the Residential Units.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association pursuant to this Section 2 shall be received by the Association, held in a separate bank account and distributed to the Association, and the Residential Unit Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

(e) **Deductible.** When a claim is made on any of the insurance policies maintained by the Association which is subject to a deductible amount, the deductible amount shall be paid by the Co-owner of the damaged Unit or appurtenant Limited Common Element sustaining the damage. In the case of damage to a General Common Element, the deductible shall be paid by the Association.

Section 3. Extent of Insurance Coverage for Senior Housing Unit. The Co-owner of the Senior Housing Unit shall be responsible for obtaining all risk insurance coverage with respect to all improvements located within the Senior Housing Unit and any appurtenant Limited Common Elements thereto and for all personal property located therein or thereon or elsewhere in the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. The Co-owner of the Senior Housing Unit shall also be obligated to obtain insurance coverage for such Co-owners personal liability for occurrences within the perimeter of the Senior Housing Unit and also for any other personal insurance coverage the Co-owner wishes to carry. The Co-owner of the Senior Housing Unit shall deliver certificates of insurance to the Association, if the Association so requires, to evidence the continued existence of all insurance required to be maintain by the Senior Housing Unit Co-owner. The Association shall under no circumstances have any obligation to obtain or maintain any of the insurance overage describe above in this Section 3 or have any liability to any person for failure to do so.

Section 4. Extent of Insurance Coverage for Apartment Units. The Co-owner of each Apartment Unit shall be responsible for obtaining all risk insurance coverage with respect to all improvements located within the Apartment Unit and any appurtenant Limited Common Elements thereto and for all personal property located therein or thereon or elsewhere in the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. The Co-owner of each Apartment Unit shall also be obligated to obtain insurance coverage for such Co-owner's personal liability for occurrences within the perimeter of the Apartment Unit and also for any other personal insurance coverage the Co-owner wishes to carry. The Co-owner of the Apartment Unit shall deliver certificates of insurance to the Association, if the Association so requires, to evidence the continued existence of all insurance required to be maintain by the Apartment Unit Co-owner. The Association shall under no circumstances have any obligation to obtain or maintain any of the insurance overage describe above in this Section 4 or have any liability to any person for failure to do so.

Section 5. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the General Common Elements with such insurer as may, from time to time, provide such insurance for the Condominium Project. In addition, each Owner of a Residential Unit

likewise shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning claims related to the Common Elements appurtenant to the Residential Units. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **Partial Damage.** If the damaged property is either a Limited Common Element appurtenant to the Residential Unit or a Residential Unit, the property shall be rebuilt or repaired if any Residential Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of 80% of the Residential Unit Co-owners in the Condominium that the Condominium shall be terminated.; provided that any such termination does not cause the Senior Housing Unit or any Apartment Unit to be in violation of the Township approved site plan, a Township ordinance or other applicable law.

(b) **Total Destruction.** If the Condominium is so damaged that no Residential Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners of the Residential Units agree to reconstruction by vote or in writing within 90 days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

(a) **Definition of Co-owner Responsibility.** If the damage is only to a part of the contents of a Unit which are the responsibility of a Co-owner to maintain, repair and replace, it shall be the responsibility of the Co-owner to maintain, repair and replace such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for maintenance, repair and replacement shall be that of the Association.

(b) **Damage to Residential Unit.** Each Co-owner shall be responsible for the maintenance, repair and replacement of the contents of his Residential Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Residential Unit, or to pipes, wires, conduits, ducts or other Common

Elements therein, or to any fixtures and equipment which are standard items within a Residential Unit is covered by insurance held by the Association, then the replacement or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V; provided, however, any and all insurance deductible amount shall be paid by the Co-owner of the Residential Unit and/or appurtenant Limited Common Element sustaining the damage. If any other items located within a Residential Unit are covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Residential Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Residential Units in the Condominium.

(c) **Damage to Senior Housing Unit.** If the damaged property is a Senior Housing Unit or any improvements thereon, the Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Senior Housing Unit Owner shall be responsible for any reconstruction or repair that he or she elects to make. The Owner shall in any event remove all debris and restore his or her Senior Housing Unit and the improvements thereon to a clean and slightly condition satisfactory to the Association and in accordance with the provisions of this Article V as soon as reasonably possible following the occurrence of the damage.

(d) **Damage to Apartment Units.** If the damaged property is an Apartment Unit or any improvements thereon, the Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Apartment Unit Owner shall be responsible for any reconstruction or repair that he or she elects to make. The Owner shall in any event remove all debris and restore the Apartment Unit and the improvements thereon to a clean and slightly condition satisfactory to the Association and in accordance with the provisions of this Article V as soon as reasonably possible following the occurrence of the damage.

(e) **Damage to a Limited Common Element Shared Driveway Area.** If the damaged property is the Limited Common Element Shared Driveway Area, the Association shall repair or replace the damaged Shared Driveway Area and assess the Co-owners of the Residential Units and Apartment Units 135 and 136 as set forth in Article IV, Section 5(e) of the Master Deed.

Section 4. Association Responsibility for Repair. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners (in the case of General Common Elements) or against the Residential Unit Owners (in the case of Limited Common Elements) for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to General Common Elements or a Unit or a Limited Common Element adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within a reasonable time thereafter using its or his best efforts, after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit.** In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) **Taking of Common Elements.** If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

(d) **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC or FNMA, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

Section 8. Priority of Mortgage Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Residential Unit in the Condominium shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences. The Senior Housing Unit shall be used for senior housing purposes as permitted by Township ordinance and all applicable governmental regulations of same. The Apartment Units shall be used for multi-family housing purposes as permitted by Township ordinance and all applicable governmental regulation of same.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth in subsection (b) below.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement.

(2) Tenants or non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions do not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(a) issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(b) Initiate proceedings pursuant to subsection (3)(iii).

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including, without limitation, exterior painting or the erection of lights, aerals, flags, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association

responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; provided, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No stereo speakers are to be affixed or placed adjacent to common walls. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. Except as hereafter provided, no animals shall be maintained by any Co-owner unless specifically approved in writing by the Association. The Developer shall be entitled to make an exception to the foregoing limitation for an Owner or occupant who owns a cat, or who owns a dog, at the time of taking occupancy after the initial purchase of a Unit from the Developer. When such cat or dog dies or is otherwise disposed of, it may not be replaced without the prior written consent of the Association. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No pet shall be permitted to be tethered on the Common Elements. No dog whose bark can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the

Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations.

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any Unit shall be made of or lined with material which is white or off-white in color. Reflective or colored film on windows is prohibited except as provided in duly adopted rules and regulations of the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage assigned to that Co-owner's Unit, provided that (i) storage of any items of personalty for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personalty which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof. Washing of vehicles which are owned by a Co-owner or those residing with that Co-owner shall be permitted by these Bylaws in the Limited Common Element driveways of the Unit owned by that Co-owner, provided the Association shall have the right to establish reasonable rules and regulations for such washing, including the time and manner thereof.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, personal watercraft, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks, which shall include without limitation pick-up trucks with snow blades affixed or with a company name on the outside of the truck, shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car in the garage space provided therefor and shall park any additional car which he owns in the Limited Common Element parking space designated with the Co-owner's Unit number on Exhibit B. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than on the roads and driveways is absolutely prohibited. The Developer shall have the right to maintain and use a golf cart on the Premises during the Construction and Sales Period.

Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

Section 8. Advertising. No signs or other advertising devices, including without limitation balloons and banners, of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Construction and Sales Period, from the Developer.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws and other applicable laws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners after adoption; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Condominium Project irrespective of whether such persons actually receive a copy of the rules and regulations.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, pond, driveways, roads, and parking areas, shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of recreational facilities, if any, in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a

safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees. To the extent any such damages or costs are covered by insurance carried by the Association, the responsible Co-owner shall bear the expense of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Reserved Rights of Developer.

(a) **Prior Approval by Developer.** During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained in the Condominium Documents or elsewhere, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. It may continue to do so during the entire Construction and Sales Period and may continue to do so even after the conclusion of the Construction and Sales Period and for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as condominiums within five miles from the perimeter of the Condominium Project. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity it desires, including the erection of any and all

kinds of temporary facilities relative to the marketing, promotion of the Project. The Developer shall further be entitled, throughout the Construction and Sales Period, to the exclusive use of such portions of the Community Building as it may deem necessary, in its sole discretion, and without payment of any compensation to the Association relative to such use, for the conduct and operation of its marketing, construction, developmental, maintenance and storage activities. It may also utilize vehicles in connection with such activities (including, without limitation, trucks, jitneys and golf carts) which might otherwise be prohibited for use on the Condominium Premises.

(c) **Enforcement of Condominium Documents.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential and recreational community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association or any Co-owner fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws and the other Condominium Documents throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws or the other Condominium Documents.

(d) **Developer's Right to Maintain Signs.** The Developer reserves the right, until the termination of the Condominium Project, to maintain a sign on the Condominium Premises that reflects the name of the Condominium Project and identifies the involvement of the Developer, and/or any one of the Developer's affiliates, in the development of the Condominium Project. The Developer is obliged to maintain the sign throughout the life of the Condominium Project.

Section 15. Antennae, Satellite Dishes. No outside television antenna or other antenna, or aerial saucer, dish or similar device shall be placed, constructed, altered or maintained for a Unit on any General Common Element, unless the Developer, and the Association upon expiration of the Construction and Sales Period, determines in its sole discretion that the absence of an outside antenna causes substantial hardship with respect to a particular Unit; provided, further that not more than one satellite communications dish not exceeding one meter in diameter may be installed on a Limited Common Element subject to reasonable requirements of Developer or the Association concerning screening and location, and provided that the Co-owner is responsible for any damage or expense to the Common Elements or to the Association resulting from such installation and the Co-owner obtains insurance for the benefit of the Association for any such damage.

Section 16. Wetlands and Natural Feature Setbacks. Certain portions of the land within the Condominium are wetlands which are protected by federal and state law. Under the provisions of Part 303 ("Wetland Protection Act") of the Natural Resources and Environmental Protection Act and applicable Township ordinances relative to such areas, any disturbance of a wetland by depositing material in it, dredging or removing material from it, or draining water from the wetland may be done only after a permit has been obtained from the Township and

Department of Environmental Quality or its administrative successor. The penalties specified in the Wetland Protection Act and applicable Township ordinances relative to such areas are substantial. In order to assure no inadvertent violations of the Wetland Protection Act and applicable Township ordinances relative to such areas occur, no Co-owner may disturb the wetlands shown on the Condominium Subdivision Plan without first obtaining: (1) written authorization of the Association; (2) any necessary municipal permits and compliance with the Independence Township Wetlands ordinance and Natural Feature Setback ordinance; and (3) any necessary state permits. The Association may assess fines and penalties as provided for in these Bylaws for violation of this Section. No swimming, boating, or other such recreational use of the wetlands and pond shall be permitted, except that fishing shall be permitted in the pond. Further, the wetlands and the natural feature setback areas are to be perpetually preserved and no fertilizers shall be used within the wetlands or the natural feature setback areas depicted on the Condominium Subdivision Plan.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association may give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. The Association shall also notify each such mortgagee of a lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting. The Association shall also notify all such mortgagees of any proposed action that requires the consent of a specified percentage of mortgage holders. Additionally, all references to mortgagees in this Article VII shall be deemed to include insurers and guarantors of mortgages as well as the mortgagees thereof.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner of a Residential Unit shall be entitled to one vote for each Condominium Unit owned; the Co-owner of the Senior Housing Unit shall be entitled to a vote that is the equivalent of 54 Residential Units; and, the Co-owners of the Apartment Units shall be entitled to a vote as follows: equivalent of 18

Residential Units for Unit 135; equivalent of 12 Residential Units for Unit 136; and, equivalent of 24 Residential Units for Unit 137, except that if the vote involves an economic decision that impacts either Residential Units or the Limited Common Elements appurtenant to the Residential Units only, then the Senior Housing Unit and the Apartment Units shall have no votes, *except* with respect to the Shared Driveway Area for which Apartment Unit 135 have the voting rights of the equivalent of 18 Residential Units and Unit 136 shall have the voting rights of the equivalent of 12 Residential Units. Likewise, only the Senior Housing Unit shall have a vote that involves an economic decision that impacts the Senior Housing Unit or Limited Common Elements appurtenant to the Senior Housing Unit and only each Apartment Unit shall have a vote that involves an economic decision that impacts the Apartment Unit or Limited Common Elements appurtenant to the Apartment Unit to which the Limited Common Element has been assigned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns and for which it is paying a regular Association maintenance assessment.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% of the Units that may be created in Trillium Village of Clarkston, determined with reference to the recorded Consolidating Master Deed, have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in May each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (e) election of Directors (at annual meeting or special meetings held for such purpose); (f) reports of officers; (g) reports of committees; (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any

such meeting that notice of the meeting was properly given shall be *prima facie* evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

[INTENTIONALLY DELETED]

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three members and shall be Co-owners of the Residential Units only. All Directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 2. Election of Directors. At each annual meeting, either one or two Directors shall be elected by the Co-owners of Residential Units depending upon the number of Directors whose terms expire. The term of office of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting. Annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the

Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association qualified to vote.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 20 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no further notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 15. Civil Actions. The Association has the authority to commence civil actions on behalf of the Co-owners subject to the prior approval of no less than sixty-six 2/3 percent (66 2/3%) of the Co-owners; provided, however, the Board of Directors of the Association shall be permitted, acting upon a majority vote of the Board, to bring a civil action to enforce the following: (i) provisions of the Condominium Master Deed and Bylaws and (ii) payment of

assessments against and from the Co-owners. All civil actions requiring the approval of the Co-owners shall first be reviewed by the Board of Directors to evaluate its merit. A special meeting of the Co-owners shall be held for the purpose of voting on whether or not to proceed with the litigation. A special assessment to fund any such litigation will also require the approval of no less than sixty-six 2/3 percent (66 2/3%) of the Co-owners. Each member of the Association shall have the right to enforce the provisions of this Section 15.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

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

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

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

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

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

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

Section 1. Limitation of Liability of Volunteers. No Director or officer of the Association who is a volunteer Director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for breach of his or her fiduciary duty as a volunteer Director or officer except for liability arising from: (a) any breach of the volunteer Director's or officer's duty of loyalty to the Association or its Members; (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) a violation of Section 551(1) of the Michigan Non-Profit Corporation Act; (d) any transaction from which the volunteer director or officer derived an improper personal benefit; or (e) an act or omission that is grossly negligent.

Section 2. Assumption of Liability of Volunteers. The Association further assumes liability for all acts or omissions of a volunteer Director, volunteer officer or other volunteer occurring on or after the effective date of this Article if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of Michigan Public Acts of 1956.

Section 3. Indemnification of Volunteers. The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer Director, volunteer officer, or nondirector volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer Director, volunteer officer, or nondirector volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with any Director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer Director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XV.

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws except as otherwise provided in Section 90a of the Act.

Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 5. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XX of these Bylaws.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. In such a proceeding, the Association, if successful, shall recover the cost of the proceeding and reasonable attorney fees, as determined by the court. A Co-owner may maintain an action

against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation ("Notice of Violation"), including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the Notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at his option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) **Default.** Failure to respond to the Notice of Violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) **First Violation.** No fine shall be levied.

(b) **Second Violation.** Twenty-Five Dollar (\$25.00) fine.

(c) **Third Violation.** Fifty Dollar (\$50.00) fine.

(d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fine, per violation.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment installment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XIX of the Bylaws.

Section 5. Developer Exempt From Fines. The Association shall not be entitled to assess fines against the Developer during the Construction and Sales Period for any alleged violations of the Condominium Documents but shall be remitted solely to its other legal remedies for redress of such alleged violations.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and 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 in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

Condominium Control Sheet

OCCP #: 1664

Condo Type: BUILDING

NAME: TRILLIUM VILLAGE OF CLARKSTON

CITY/TWP: INDEPENDENCE TOWNSHIP

CVT Code: J

Building Condo Low PIN #: 08-29-455-001

UNIT	BLDG	Child PIN (New)	Parent PIN (From)	Status
25	2	08-29-455-025	08-29-454-003	
26	2	08-29-455-026	08-29-454-003	
27	2	08-29-455-027	08-29-454-003	
28	2	08-29-455-028	08-29-454-003	
29	2	08-29-455-029	08-29-454-003	
30	2	08-29-455-030	08-29-454-003	
31	2	08-29-455-031	08-29-454-003	
32	2	08-29-455-032	08-29-454-003	
33	2	08-29-455-033	08-29-454-003	
34	2	08-29-455-034	08-29-454-003	
35	2	08-29-455-035	08-29-454-003	
36	2	08-29-455-036	08-29-454-003	
37	2	08-29-455-037	08-29-454-003	
38	2	08-29-455-038	08-29-454-003	
39	2	08-29-455-039	08-29-454-003	
40	2	08-29-455-040	08-29-454-003	
41	2	08-29-455-041	08-29-454-003	
42	2	08-29-455-042	08-29-454-003	
43	3	08-29-455-043	08-29-454-003	
44	3	08-29-455-044	08-29-454-003	
45	3	08-29-455-045	08-29-454-003	
46	3	08-29-455-046	08-29-454-003	
47	3	08-29-455-047	08-29-454-003	
48	3	08-29-455-048	08-29-454-003	
49	3	08-29-455-049	08-29-454-003	
50	3	08-29-455-050	08-29-454-003	
51	3	08-29-455-051	08-29-454-003	
52	3	08-29-455-052	08-29-454-003	
53	3	08-29-455-053	08-29-454-003	
54	3	08-29-455-054	08-29-454-003	

08-29-455-000 EST.

Condominium Control Sheet

OCCP #: 1664

Condo Type: BUILDING

NAME: TRILLIUM VILLAGE OF CLARKSTON

CITY/TWP: INDEPENDENCE TOWNSHIP

CVT Code: J

Building Condo Low PIN #: 08-29-455-001

UNIT	BLDG	Child PIN (New)	Parent PIN (From)	Status
109	7	08-29-455-109	08-29-454-003	
110	7	08-29-455-110	08-29-454-003	
111	7	08-29-455-111	08-29-454-003	
112	7	08-29-455-112	08-29-454-003	
113	7	08-29-455-113	08-29-454-003	
114	7	08-29-455-114	08-29-454-003	
115	7	08-29-455-115	08-29-454-003	
116	7	08-29-455-116	08-29-454-003	
117	7	08-29-455-117	08-29-454-003	
118	7	08-29-455-118	08-29-454-003	
119	7	08-29-455-119	08-29-454-003	
120	7	08-29-455-120	08-29-454-003	
121	7	08-29-455-121	08-29-454-003	
122	7	08-29-455-122	08-29-454-003	
123	7	08-29-455-123	08-29-454-003	
124	7	08-29-455-124	08-29-454-003	
125	7	08-29-455-125	08-29-454-003	
126	7	08-29-455-126	08-29-454-003	
127	7	08-29-455-127	08-29-454-003	
128	7	08-29-455-128	08-29-454-003	
129	7	08-29-455-129	08-29-454-003	
130	7	08-29-455-130	08-29-454-003	
131	7	08-29-455-131	08-29-454-003	
132	7	08-29-455-132	08-29-454-003	

REPLAT NO. 3
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1664
EXHIBIT "B" TO THE SECOND AMENDED AND RESTATED MASTER DEED OF
Trillium Village of Clarkston
INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

ENGINEER AND SURVEYOR
KIEFT ENGINEERING INC.
5823 SOUTH MAIN STREET, SITE #1
CLARKSTON, MICHIGAN 48346
PH: (248) 925-5251



PROPERTY DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF SECTION 29 T-4-N, R-9-E, INDEPENDENCE TOWNSHIP,
OAKLAND COUNTY, MICHIGAN, BEGINNING AT A POINT DISTANT S 89°31'50" E 420.01
FEET AND S 00°05'00" W 1156.84 FEET FROM THE CENTER OF SECTION; TH N 89°56'00" E
913.02 FEET, TH S 00°23'45" W 1495.41 FEET, TH S 89°49'50" W 280.85 FEET; TH N 39°35'00" W
338.45 FEET, TH N 50°25'00" E 75.40 FEET, TH N 39°35'00" W 418.70 FEET; TH N 31°58'10" W
610.08 FEET; TH N 39°35'00" W 302.98 FEET; TH N 00°05'00" E 621.50 FEET TO THE POINT OF
BEGINNING OF THE BLDG. CRES. SUBJECT TO ANY EASEMENTS OR
RESTRICTIONS OF RECORD, IF ANY.

DEVELOPER

BERIT, L.L.C.
5823 SOUTH MAIN STREET, SITE #1
CLARKSTON, MICHIGAN 48346
ATTN: JAMES I. SCHARL

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- > 5. SITE PLAN (UNITS 134 & 137)
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- > 97. COMMUNITY BLDG. & UNIT 133
- > 98. COMMUNITY BLDG. & UNIT 133
- > 99. COMMUNITY BLDG. & UNIT 133
- > 100. COMMUNITY BLDG. & UNIT 133

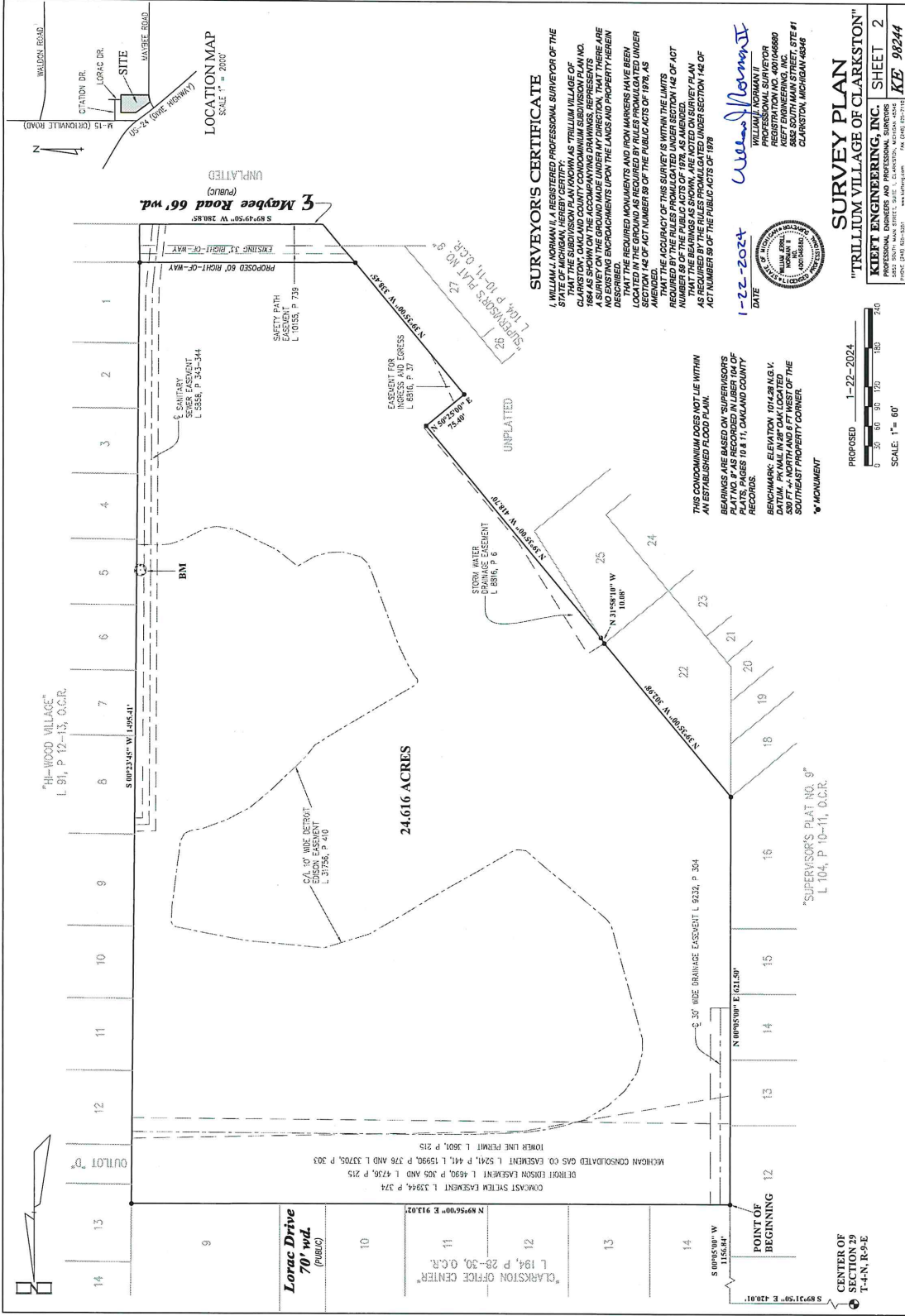
This condominium subdivision plan is not required to contain detailed project design information. The information shown on this plan is for informational purposes only. All plans are filed as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

* DENOTES SHEET DATED 1-22-2024
ADDED, REVISED OR ELIMINATED
TO REPLACE PREVIOUSLY RECORDED

PROPOSED 1-22-2024



William Joseph Scharl



SURVEYOR'S CERTIFICATE

L. WILLIAM J. NORMAN, A REGISTERED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFIES THAT THE SUBDIVISION PLAT FURNISHING THE BASIS FOR THIS MAP, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE ENCROACHMENTS UPON THE LOTS AND PROPERTY THEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC ACTS OF 1878, AS AMENDED, AND THAT THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY PLAT ARE TRUE AND CORRECT. THIS CERTIFICATE IS SUBJECT TO THE PROVISIONS OF THE PUBLIC ACTS OF 1878, AS AMENDED.

1-22-2024
 DATE

William J. Norman
 L. WILLIAM J. NORMAN
 REGISTERED PROFESSIONAL SURVEYOR
 REGISTRATION NO. 4801646800
 KEFT ENGINEERING, INC.
 4200 W. GORHAM STREET, SUITE 100
 CLARKSTON, MICHIGAN 48346



SURVEY PLAN
"TRILLIUM VILLAGE OF CLARKSTON"

KEFT ENGINEERING, INC. SHEET 2
 KE 98244

PROPOSED 1-22-2024

0 30 60 90 120 150 180 240
 SCALE: 1" = 60'

THIS CONDOMINIUM DOES NOT LIE WITHIN AN ESTABLISHED FLOOD PLAIN.

BEARINGS ARE BASED ON "SUPERVISOR'S PLAT NO. 9" AS RECORDED IN LIBER 104 OF PLATS, PAGES 19 & 21, OAKLAND COUNTY REGISTER.

BENCHMARK ELEVATION 101.28 M.G.V. 550 FT. ± NORTH AND 6 FT WEST OF THE SOUTHEAST PROPERTY CORNER.

MONUMENT

24.616 ACRES

"H-WOOD VILLAGE"
 L. 91, P. 12-13, O.C.R.

SUBDIVISION NO. 1485-41

OUTLOT 0"

Lorac Drive
 70' wd.
 (PUBLIC)

"CLARKSTON OFFICE CENTER"
 L. 194, P. 28-30, O.C.R.

COMCAST SYSTEM EASEMENT L. 13944, P. 374

DETROIT EMISSION EASEMENT L. 4890, P. 205 AND L. 4726, P. 215

MICHIGAN CONSOLIDATED GAS CO. EASEMENT L. 5241, P. 441, L. 15990, P. 376 AND L. 33705, P. 303

TOWER LINE PERMIT L. 3601, P. 215

POINT OF BEGINNING

S 89°31'50" E 120.01'

N 89°56'00" E 91.802'

N 115°54'

115.54'

UNPLATTED

Maybee Road 66' wd.
 (Public)

S 89°49'50" W 128.85'

EXISTING 31' RIGHT-OF-WAY

PROPOSED 60' RIGHT-OF-WAY

SAFETY FURN. EASEMENT
 L. 10155, P. 739

SANITARY SEWER EASEMENT
 L. 3586, P. 343-344

EASEMENT FOR INGRESSES AND EGRESS
 L. 6811, P. 37

UNPLATTED

"SUPERVISOR'S PLAT NO. 9"
 L. 104, P. 10-11, O.C.R.

ENCROACHMENT 75.40'

STORM WATER DRAINAGE EASEMENT
 L. 8816, P. 6

N 31°58'10" W 10.00'

N 90°14'30" E 17.5824'

ENCROACHMENT 10.00'

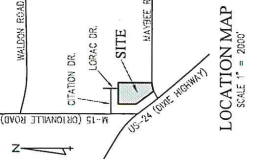
ENCROACHMENT 10.00'

ENCROACHMENT 10.00'

ENCROACHMENT 10.00'

ENCROACHMENT 10.00'

"SUPERVISOR'S PLAT NO. 9"
 L. 104, P. 10-11, O.C.R.



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF UNIT OWNERSHIP
- EDGE OF WETLANDS
- 2" NATURAL FEATURES SETBACK
- MONUMENT
- WETLAND POINT
- UNIT NUMBER
- GARAGE PARKING NUMBER
- COORDINATE POINT
- WETLAND COORDINATE POINT
- NO PARKING
- ADA PARKING SPACE

NOTES

GARAGE AND PARKING SPACE NUMBERS CORRESPOND TO UNIT NUMBERS FOR EXISTING UNITS 1-24.

GARAGE AND PARKING SPACES DESIGNATED AS "A" ARE RESERVED FOR UNIT 138.

GARAGE AND PARKING SPACES DESIGNATED AS "B" ARE RESERVED FOR UNIT 138.

GARAGE AND PARKING SPACES DESIGNATED AS "C" ARE RESERVED FOR UNIT 137.

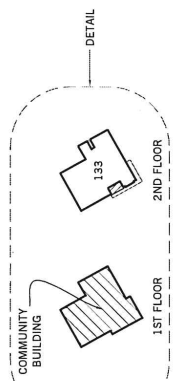
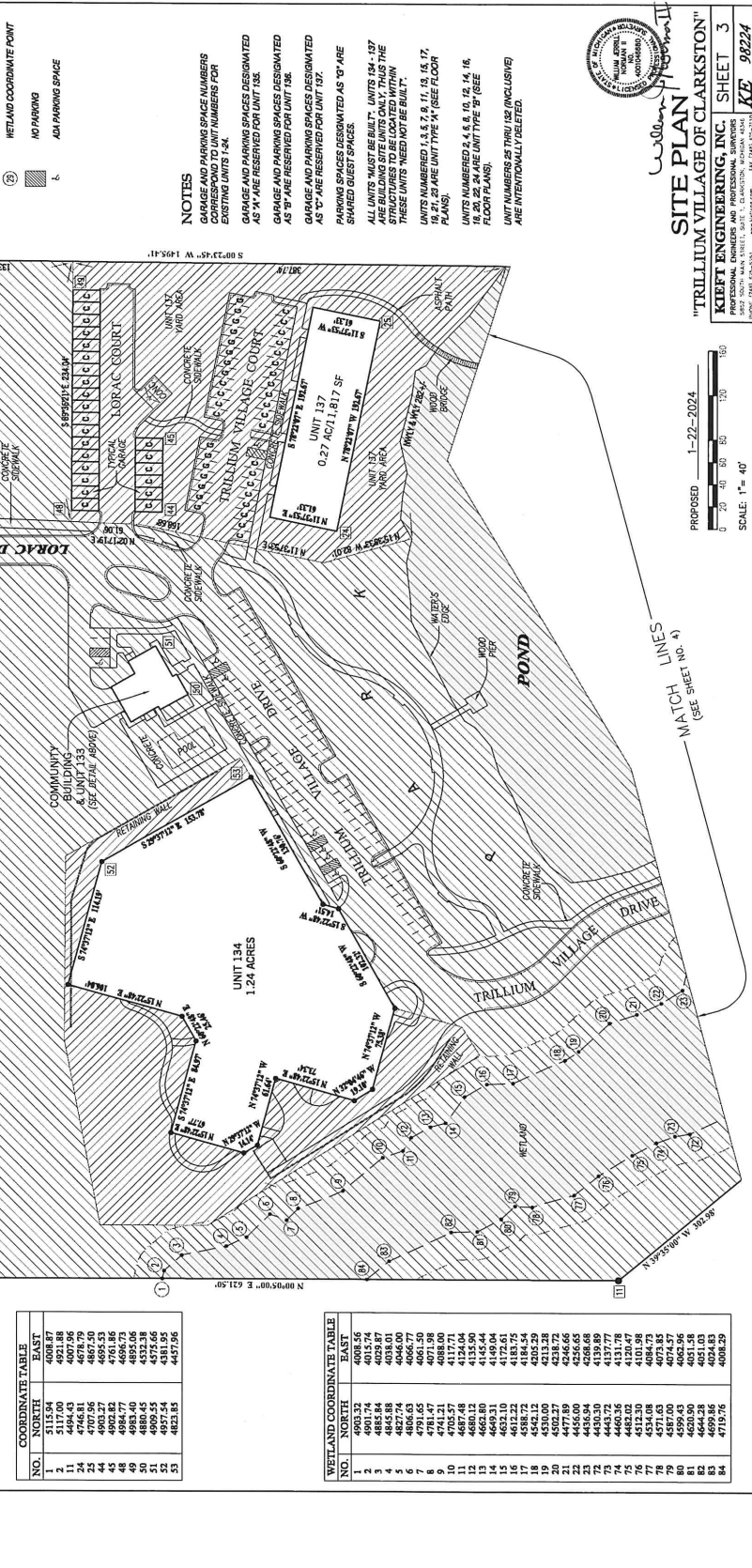
PARKING SPACES DESIGNATED AS "D" ARE SHARED GUEST SPACES.

ALL UNITS MUST BE BUILT. UNITS 154 - 157 ARE BUILDING SITE UNITS ONLY, THUS THE STRUCTURES TO BE LOCATED WITHIN THESE UNITS NEED NOT BE BUILT.

UNITS NUMBERED 1, 4, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25 ARE UNIT TYPE "A" (SEE FLOOR PLANS).

UNITS NUMBERED 2, 3, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24 ARE UNIT TYPE "B" (SEE FLOOR PLANS).

UNIT NUMBERS 26 THRU 132 (EXCLUSIVE) ARE INTENTIONALLY DELETED.



COORDINATE TABLE

NO.	NORTH	EAST
1	5115.94	4008.87
2	4995.81	4007.86
3	4944.43	4007.86
4	4746.81	4678.79
5	4700.25	4955.30
6	4600.27	4761.86
7	4884.77	4686.73
8	4884.77	4532.38
9	4884.77	4575.66
10	4884.77	4457.95
11	4884.77	4457.95
12	4884.77	4457.95
13	4884.77	4457.95
14	4884.77	4457.95
15	4884.77	4457.95
16	4884.77	4457.95
17	4884.77	4457.95
18	4884.77	4457.95
19	4884.77	4457.95
20	4884.77	4457.95
21	4884.77	4457.95
22	4884.77	4457.95
23	4884.77	4457.95
24	4884.77	4457.95
25	4884.77	4457.95
26	4884.77	4457.95
27	4884.77	4457.95
28	4884.77	4457.95
29	4884.77	4457.95
30	4884.77	4457.95
31	4884.77	4457.95
32	4884.77	4457.95
33	4884.77	4457.95
34	4884.77	4457.95
35	4884.77	4457.95

WETLAND COORDINATE TABLE

NO.	NORTH	EAST
1	4901.32	4008.86
2	4901.74	4015.74
3	4885.84	4029.87
4	4885.84	4046.00
5	4827.74	4046.00
6	4806.63	4066.77
7	4781.47	4071.98
8	4741.21	4088.00
9	4741.21	4088.00
10	4687.48	4124.04
11	4687.48	4135.90
12	4680.12	4145.44
13	4662.80	4145.44
14	4632.10	4172.61
15	4612.22	4183.75
16	4612.22	4183.75
17	4530.00	4213.28
18	4542.12	4205.29
19	4530.00	4213.28
20	4477.89	4246.66
21	4477.89	4246.66
22	4456.00	4256.65
23	4430.30	4319.88
24	4430.30	4319.88
25	4443.72	4137.77
26	4460.36	4131.78
27	4512.30	4101.98
28	4534.08	4084.73
29	4587.00	4074.97
30	4599.43	4062.96
31	4599.43	4062.96
32	4644.28	4051.03
33	4699.86	4024.83
34	4719.76	4008.29

TRILLIUM VILLAGE OF CLARKSTON

SITE PLAN

PROPOSED 1-22-2024

SCALE: 1" = 40'

PROPOSED 1-22-2024

0 20 40 60 80 100 120 140 160

TRILLIUM ENGINEERING, INC. SHEET 3

KE 98224

3000 W. MAIN STREET, SUITE 1, CLARKSTON, MICHIGAN 48346

PH: 248.263.4300 FAX: 248.263.4301 WWW.TEINC.COM

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF UNIT OWNERSHIP
- EDGE OF WETLANDS
- 25' NATURAL FEATURES SETBACK
- MONUMENT
- WETLAND POINT
- UNIT NUMBER
- GARAGE/PARKING NUMBER
- COORDINATE POINT
- WETLAND COORDINATE POINT
- NO PARKING
- ADA PARKING SPACE

NOTES

GARAGE AND PARKING SPACE NUMBERS CORRESPOND TO UNIT NUMBERS FOR EXISTING UNITS PER:

- GARAGE AND PARKING SPACES DESIGNATED AS 'A' ARE RESERVED FOR UNIT 108.
- GARAGE AND PARKING SPACES DESIGNATED AS 'B' ARE RESERVED FOR UNIT 108.
- GARAGE AND PARKING SPACES DESIGNATED AS 'C' ARE RESERVED FOR UNIT 127.
- PARKING SPACES DESIGNATED AS 'D' ARE SHARED GUEST SPACES.
- ALL UNITS MUST BE BUILT. UNITS 134 - 137 ARE BUILDING SITE UNITS ONLY, THUS THE UNITS ARE NOT TO BE BUILT WITHIN THESE UNITS 'NEED NOT BE BUILT'.
- UNITS NUMBERED 1, 3, 4, 5, 11, 13, 14, 15, 16, 21, 22 ARE UNIT TYPE 'A' (SEE FLOOR PLANS).
- UNITS NUMBERED 2, 4, 6, 8, 10, 12, 14, 16, 18, 19 ARE UNIT TYPE 'B' (SEE FLOOR PLANS).
- UNIT NUMBERS 23 THRU 43 (INCLUDED) ARE INTENTIONALLY DELETED.



William J. Kieft
SITE PLAN
 "TRILLIUM VILLAGE OF CLARKSTON"

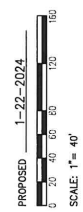
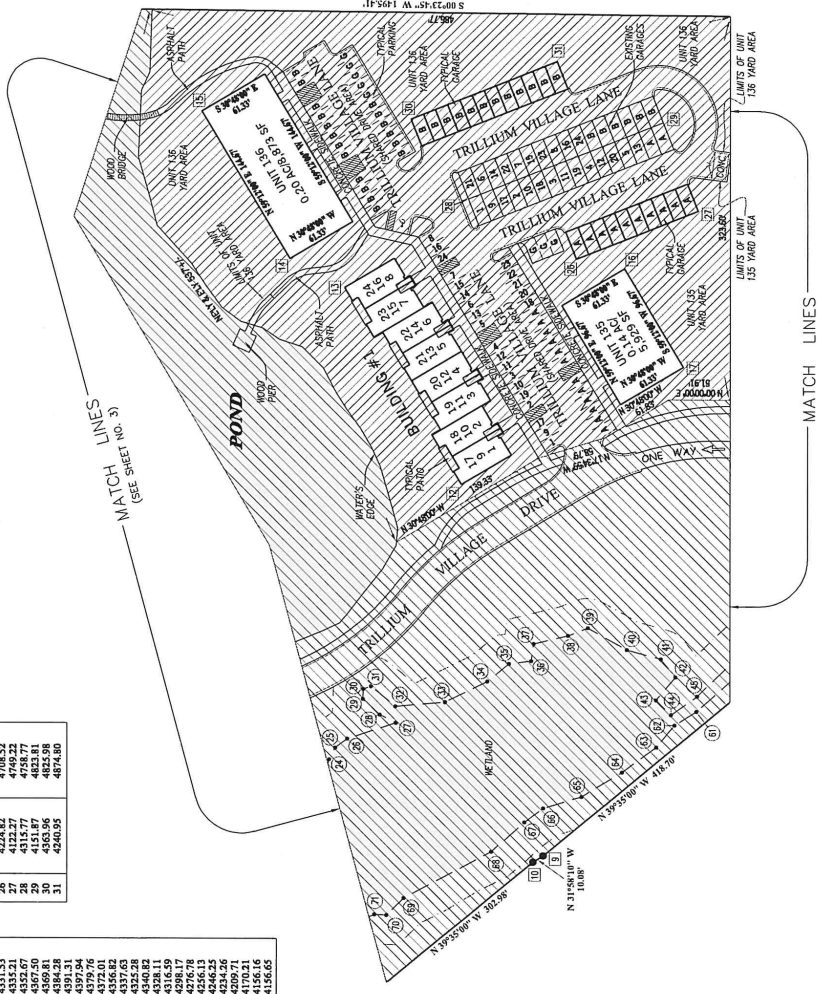
KIEFT ENGINEERING, INC. SHEET 4
 3450 SOUTH MAIN STREET, SUITE 100, CLARKSTON, MICHIGAN 48346
 PHONE: 248.826.5334 FAX: 248.826.7112
 www.kieft.com

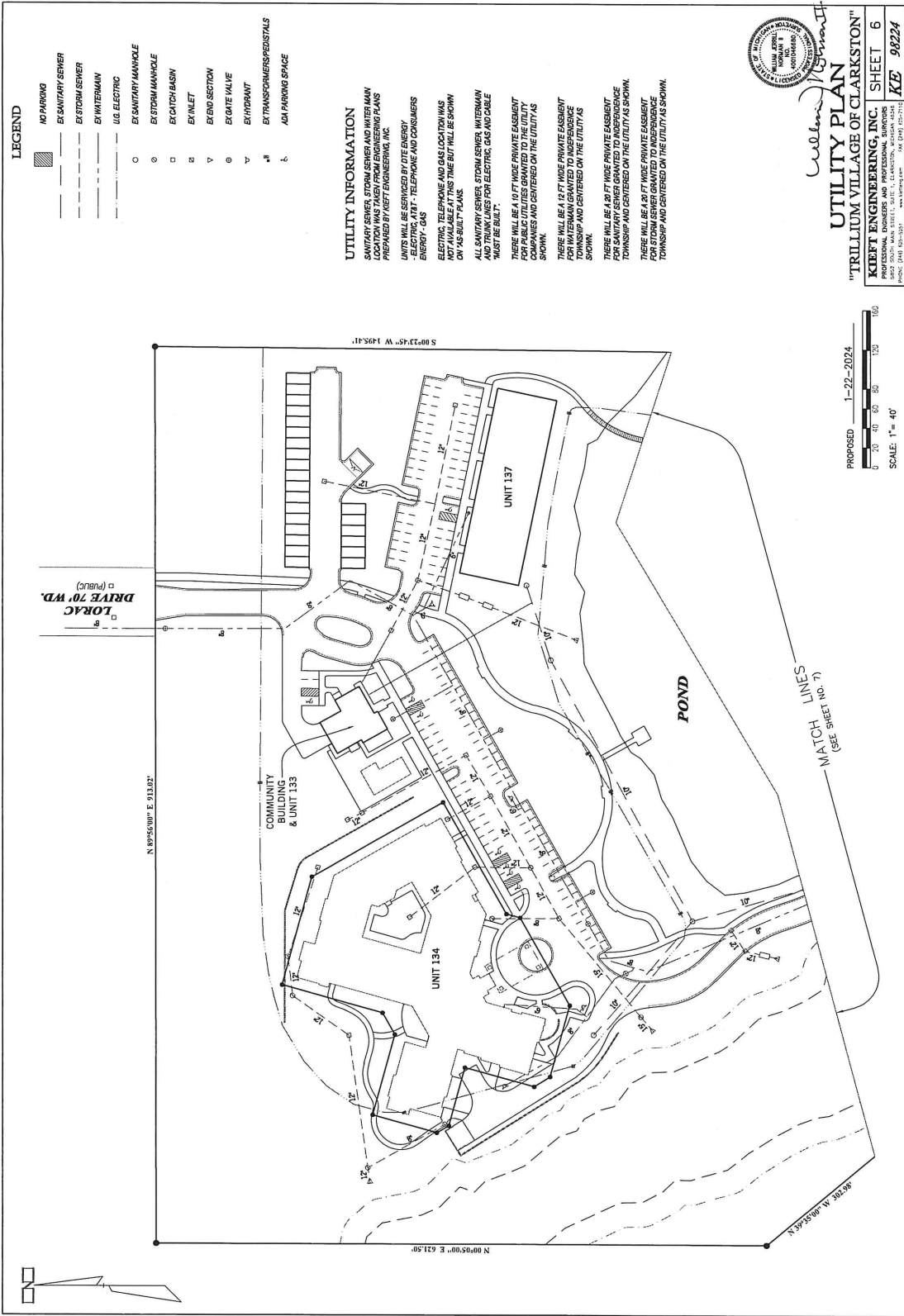
COORDINATE TABLE

NO.	NORTH	EAST
9	4252.37	4206.36
10	4200.92	4201.02
11	4200.92	4201.02
13	4420.06	4683.73
14	4465.95	4707.99
15	4465.95	4707.99
16	4184.32	4700.73
17	4134.83	4617.70
18	4134.83	4617.70
27	4122.27	4749.22
28	4115.77	4758.77
29	4115.77	4823.88
30	4151.86	4823.88
31	4240.95	4874.80

WETLAND COORDINATE TABLE

NO.	NORTH	EAST
24	4432.63	4286.63
25	4427.30	4286.75
26	4376.41	4317.74
27	4376.41	4317.74
28	4390.13	4324.70
29	4390.13	4324.70
30	4403.88	4345.91
31	4397.46	4346.22
32	4397.46	4346.22
33	4315.03	4332.21
34	4299.46	4352.67
35	4299.46	4352.67
36	4292.16	4369.30
37	4260.40	4384.28
38	4211.28	4393.31
39	4133.47	4372.01
40	4152.09	4379.76
41	4133.47	4372.01
42	4133.47	4372.01
43	4157.61	4337.63
44	4144.99	4332.28
45	4144.99	4332.28
46	4123.63	4328.11
47	4123.63	4328.11
48	4142.01	4316.59
49	4142.01	4316.59
50	4156.72	4276.77
51	4156.72	4276.77
52	4220.13	4256.13
53	4220.13	4256.13
54	4220.13	4256.13
55	4220.13	4256.13
56	4220.13	4256.13
57	4220.13	4256.13
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67	4220.13	4256.13
68	4220.13	4256.13
69	4220.13	4256.13
70	4220.13	4256.13
71	4220.13	4256.13





LEGEND

- NO PARKING
- EX SANITARY SEWER
- EX STORM SEWER
- EX WATERMAIN
- UG ELECTRIC
- EX SANITARY MANHOLE
- EX STORM MANHOLE
- EX CATCH BASIN
- EX INLET
- EX END SECTION
- EX GATE VALVE
- EX VALVE
- EX TRANSFORMER/POSTALS
- ADA PARKING SPACE

UTILITY INFORMATION

SANITARY SEWER, STORM SEWER AND WATER MAIN LOCATION WAS TAKEN FROM ENGINEERING PLANS PREPARED BY KIEFT ENGINEERING, INC.

UNITS WILL BE SERVICED BY DTE ENERGY - ELECTRIC, TRIP - TELEPHONE AND CONSUMERS ENERGY - GAS

ELECTRIC, TELEPHONE AND GAS LOCATIONS WILL BE SHOWN AS DASHED LINES BUT WILL BE SHOWN ON AS-BUILT PLANS

ALL SANITARY SEWERS, STORM SEWERS, WATERMANS AND GAS MAINS SHALL BE 12" DIA. UNLESS OTHERWISE SHOWN

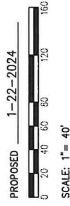
THERE WILL BE A 12" FT WIDE PRIVATE EASEMENT OR WATERMAIN GRANTED TO INDEPENDENCE TOWNSHIP AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A 20" FT WIDE PRIVATE EASEMENT FOR SANITARY SEWER GRANTED TO INDEPENDENCE TOWNSHIP AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A 20" FT WIDE PRIVATE EASEMENT FOR STORM SEWER GRANTED TO INDEPENDENCE TOWNSHIP AND CENTERED ON THE UTILITY AS SHOWN.



William J. Kieft
UTILITY PLAN
 TRILLIUM VILLAGE OF CLARKSTON™
 KIEFT ENGINEERING, INC. SHEET 6
 98224
 PROJECT: 2018-001-001 www.kiefteng.com 313.429.1111





UTILITY INFORMATION

SANITARY SEWER, STORM SEWER AND WATER MAIN LOCATION WAS TAKEN FROM ENGINEERING PLANS PREPARED BY KIEFT ENGINEERING, INC.

UNITS WILL BE SERVICED BY SITE ENERGY - ELECTRIC, AIR-T, TELEPHONE AND CONSUMERS ENERGY-GAS

ELECTRIC, TELEPHONE AND GAS LOCATION WAS TAKEN FROM ENGINEERING PLANS PREPARED BY KIEFT ENGINEERING, INC. ON AS-BUILT PLANS.

ALL SANITARY SEWER, STORM SEWER, WATER MAIN AND TRUNK LINES FOR ELECTRIC, GAS AND CABLE MUST BE BUILT.

THERE WILL BE A 10 FT WIDE PRIVATE EASEMENT FOR PUBLIC UTILITIES GRANTED TO THE UTILITY COMPANIES AND CENTERED ON THE UTILITY AS SHOWN.

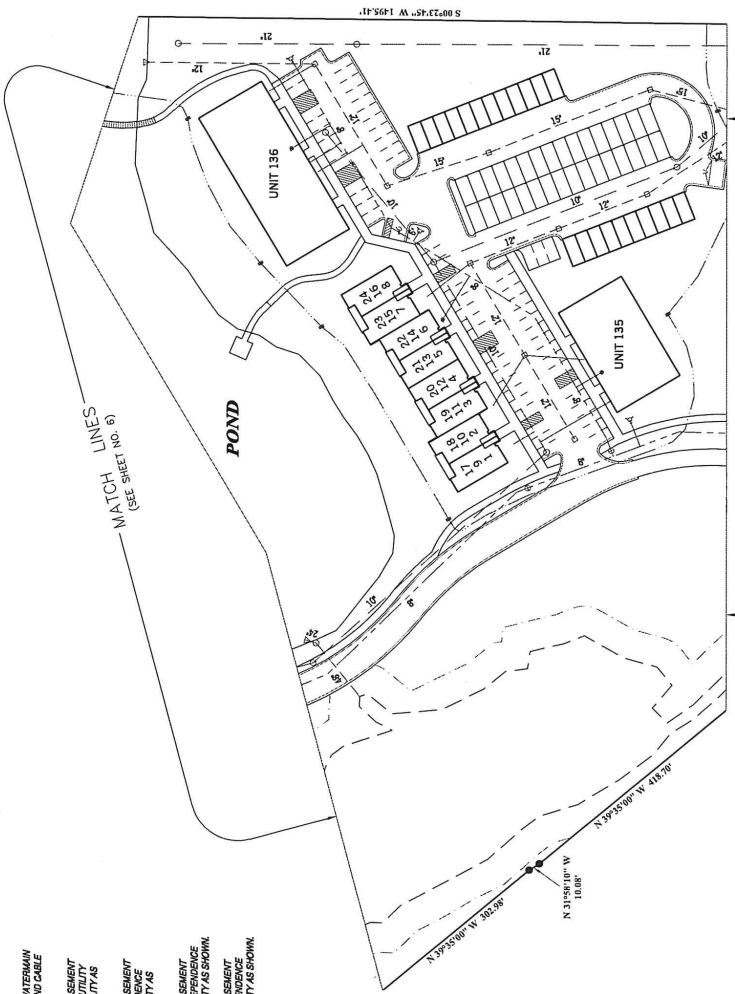
THERE WILL BE A 12 FT WIDE PRIVATE EASEMENT FOR SANITARY SEWER, STORM SEWER AND WATER MAIN GRANTED TO INDEPENDENCE TOWNSHIP AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A 20 FT WIDE PRIVATE EASEMENT FOR SANITARY SEWER GRANTED TO INDEPENDENCE TOWNSHIP AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A 20 FT WIDE PRIVATE EASEMENT FOR STORM SEWER GRANTED TO INDEPENDENCE TOWNSHIP AND CENTERED ON THE UTILITY AS SHOWN.

LEGEND

- NO PARKING
- EX SANITARY SEWER
- EX STORM SEWER
- EX WATER MAIN
- U.G. ELECTRIC
- EX SANITARY MANHOLE
- EX STORM MANHOLE
- EX CATCH BASIN
- EX INLET
- EX END SECTION
- EX CLATE VALVE
- EX HYDRANT
- EX TRANSFORMER/POSTALS
- ADM PARKING SPACE



William J. Brouillette

UTILITY PLAN
"TRILLIUM VILLAGE OF CLARKSTON"

KIEFT ENGINEERING, INC. SHEET 7
 PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS
 3002 SOUTH MAIN STREET, SUITE 1, CLARKSTON, MICHIGAN 48306
 PHONE: (248) 752-2221 FAX: (248) 752-2221 WWW.KIEFTENGINEERING.COM

PROPOSED 1-22-2024

SCALE: 1" = 40'