

**CHARTER TOWNSHIP OF OXFORD  
PLANNING COMMISSION REGULAR MEETING**

**NOTICE AND AGENDA**

Date: Thursday, January 22, 2026

Time: 6:30 p.m.

Place: Oxford Township Meeting Room, 300 Dunlap Road, Oxford, MI 48371

1. Call to order
2. Respects to the flag
3. Noting of roll
4. Approval of the agenda
5. Conflicts of Interest/Ex-Parte Contact
6. Approval of Minutes – Planning Commission Regular Meeting – December 11, 2025.
7. Public comment on items not scheduled on this agenda.
8. Commissioners’ Comments
9. Unfinished Business:
  - A. Review and approval/denial of the Peninsula of Tullamore/The Villages of Tullamore residential Planned Unit Development master deeds and bylaws.
10. New Business: None
11. Communications and/or Committee Reports
  - A. Ordinance Review Committee
12. Planner/Engineer Reports
13. Adjournment

The Charter Township of Oxford will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting/hearing. Individuals with disabilities requiring auxiliary aids or services shall contact the Charter Township of Oxford by writing or calling Curtis W. Wright, Township Clerk at 248-628-9787, ext. 108 as soon as possible to allow the Township sufficient time to have available the aids and services.

Korey Bailey, Chair Planning  
Commission Charter Township  
of Oxford 300 Dunlap Road  
Oxford, MI 48371  
(248) 628-9787

CHARTER TOWNSHIP OF OXFORD PLANNING COMMISSION REGULAR MEETING  
THURSDAY, DECEMBER 11, 2025

A regular meeting of the Charter Township of Oxford Planning Commission was held Thursday, December 11, 2025, at the Oxford Township Meeting Room, 300 Dunlap Road, Oxford, Michigan 48371.

The meeting was called to order by Chair Bailey at 6:30 p.m.

**RESPECTS TO THE FLAG**

**NOTING OF THE ROLL**

Members Present: **Robert Turner, Don Wloszek, Patti Durr, David Wagner, Korey Bailey**

Members Absent: Mark Blankenship, Ryan Austin

Also Present: Township Planner Matteo Passalacqua, Township Engineer Jim Sharpe, Recording Secretary Susan McCullough, one OCTV camera operator, and 6 attendees.

**APPROVAL OF AGENDA**

Commissioner Wagner moved, Commissioner Turner seconded, to approve the Charter Township of Oxford regular Planning Commission agenda for Thursday, December 11, 2025, as amended to correct the number of Petition 25-009, and to add item 11.C. under New Business – 2026 Meeting Calendar.

Ayes: 5      Nays: 0      Absent: 2  
Motion Carried.

**CONFLICTS OF INTEREST/EX-PARTE CONTACT**

**APPROVAL OF MINUTES**

**Planning Commission Regular Meeting – November 13, 2025**

Commissioner Wagner moved, Commissioner Durr seconded, to approve the minutes of the regular Planning Commission meeting for November 13, 2025 as presented.

Ayes: 5      Nays: 0      Absent: 2  
Motion Carried.

**PUBLIC COMMENTS ON ITEMS NOT SCHEDULED FOR PUBLIC HEARING OR ON THE AGENDA**

Public comment began at 6:33 p.m.

There being no public comment, public comment ended at 6:34 p.m.

**COMMISSIONERS' COMMENTS**

Commissioner Wagner wished everyone happy holidays, Merry Christmas, Happy New Year and safe travels.

Commissioner Turner echoed these sentiments.

CHARTER TOWNSHIP OF OXFORD PLANNING COMMISSION REGULAR MEETING  
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**PETITION**

**Petition PC 25-009: Petitioner – Pampalona Companies, 850 W. University Dr., Suite D, Rochester, MI 48307**

Public Hearing/Motion – The petitioner is proposing the development of an auto convenience mart and auto service station, commonly known as a gas station. The uses are Special Land Uses in the Light Industrial (I-1) zoning district.

The project is proposed to be located on two adjacent properties along North Lapeer Road (M-24) at the Oakwood Road intersection. Parcel ID #s 04-04-353-009 and 04-04-353-010. The properties are zoned I-1 and are 1.94 and 2.4 acres (4.34 acres combined).

Chair Bailey reviewed the order of proceedings.

Information from Township Consultants

Township Planner Passalacqua discussed the Carlisle|Wortman review letter dated November 11, 2025 and was available to answer any questions of the Commission regarding the application.

Township Engineer Sharpe discussed the Sharpe Engineering review letter dated October 29, 2025, and was available to answer any questions of the Commission regarding the application.

The review letter from B.J. Franz, Fire Marshal, Oxford Fire Department dated November 19, 2025 was included in the packet.

Presentation by the Petitioner

The petition was presented by **Mike Noles, The Umlor Group, 49287 West Road, Wixom, MI 48393, and Vito Pampalona, Pampalona Companies on behalf of Michael Yatooma (Yatooma Oil-Red Barn)**, who were available to answer any questions of the Commission.

Open Public Hearing

Commissioner Wagner moved, Commissioner Turner seconded, to open the public hearing at 7:22 p.m.

Ayes: 5      Nays: 0      Absent: 2

Motion Carried.

Susan Kuntzman, 5622 Eastview Lane, expressed concern with increased traffic and the additional danger another gas station will bring.

Charles White, 957 Maloney Avenue, asked what the projected revenue is for this project and what the benefit will be to Oxford.

Close Public Hearing

There being no further comment, Commissioner Wagner moved, Commissioner Turner seconded, to close the public hearing at 7:26 p.m.

Ayes: 5      Nays: 0      Absent: 2

Motion Carried.

CHARTER TOWNSHIP OF OXFORD PLANNING COMMISSION REGULAR MEETING  
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Comments from Township Consultants & Staff

No additional information was provided.

Review of Correspondence

An email was received from the owner of Stow-Away Storage, Inc. in opposition of the project because it will block the sightline to his business.

Commissioner Discussion

The Commission discussed the application.

Action

Commissioner Wagner moved, Commissioner Wloszek seconded, to approve the Special Land Use for Oxford Township Gas, located on N. Lapeer Road and Oakwood Road (PC File number PC 25-009), as required for a convenience store and gas station located in the I-1 District, based on the following findings of fact as required by Sec. 4.5 and Sec. 5.3 of the Township's Zoning Ordinance:

1. The proposed use is compatible with adjacent uses of land and will not negatively impact the surrounding neighborhood.
2. The proposed use is consistent with the intent and purpose of the Township Zoning Ordinance and the Master Plan.
3. Adequate measures have been proposed to protect the natural environment and public services.
4. The use will not create excessive public costs or be detrimental to the economic welfare of the Township.
5. The proposed use is compatible with adjacent uses in terms of location, size, and character, and will not negatively impact the surrounding neighborhood.
6. It is consistent with the intent and purpose of the Township Zoning Ordinance and Master Plan and will enhance the immediate vicinity and the Township as a whole.
7. Adequate measures are proposed to protect the natural environment, and the use will not place unreasonable demands on public services or create excessive public costs.
8. The use is designed to ensure public health, safety, and welfare, with no adverse impacts on traffic or infrastructure.

Roll call:

Ayes: Turner, Wloszek, Durr, Wagner, Bailey

Nays: None

Absent: Austin, Blankenship

Motion Carried.

Commissioner Wagner moved, Commissioner Wloszek seconded, to approve the Preliminary Site Plan for Oxford Township Gas, located on N. Lapeer Road and Oakwood Road (PC File number PC 25-009), for a convenience store and gas station located in the I-1 District, conditioned upon the petitioner addressing any deficiencies noted by Township consultants, the Township Fire Department, and Township administration prior to submittal for final site plan approval.

Roll call:

Ayes: Wagner, Durr, Wloszek, Turner, Bailey

Nays: None

Absent: Austin, Blankenship

Motion Carried.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

**Election of Officers – Effective 01/01/2026**

**Chairperson**

Commissioner Wagner nominated Commissioner Bailey to serve as Chair.

Commissioner Wloszek seconded the nomination.

Commissioner Bailey accepted the nomination.

As there were no other nominations, Commissioner Bailey will serve as Chair for 2026 by unanimous consent.

**Vice-Chairperson**

Commissioner Wagner nominated Commissioner Turner to serve as Vice-Chair.

Commissioner Wloszek seconded the nomination.

Commissioner Turner accepted the nomination.

As there were no other nominations, Commissioner Turner will serve as Vice-Chair for 2026 by unanimous consent.

**Secretary**

Commissioner Wloszek nominated Commissioner Wagner to serve as Secretary.

Commissioner Turner seconded the nomination.

Commissioner Wagner accepted the nomination.

As there were no other nominations, Commissioner Wagner will serve as Secretary for 2026 by unanimous consent.

**Committee Appointments**

Chair Bailey made appointments to the following Board and Committees:

**Economic Development Committee of the Planning Commission (appointment to expire 12/31/2026)**

Chair Bailey chose not to make any appointments at this time.

**Ordinance Review Committee of the Planning Commission (appointment to expire 12/31/2026)**

Commissioner Turner, Planning Commission Representative

Commissioner Durr, Planning Commission Representative

Commissioner Wagner, Planning Commission Representative

Commissioner Bailey, Planning Commission Representative (alternate)

**Zoning Board of Appeals Liaison (appointment to expire 12/31/2026)**

Commissioner Bailey, Planning Commission Representative

**Gravel Inspection Committee of the Planning Commission (appointment to expire 12/31/2026)**

Commissioner Wloszek, Planning Commission Representative

Commissioner Blankenship, Planning Commission Representative

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*Zoning Ordinance 67A, Article 5.25 E (1) the mining site shall be inspected at least annually by a committee made up of the Township Supervisor and two Planning Commission members appointed annually by the Chair of the Planning Commission.*

**2026 Meeting Calendar**

Commissioner Wagner moved, Commissioner Durr seconded, to approve the 2026 Planning Commission meeting schedule as presented.

Ayes: 5      Nays: 0      Absent: 2  
Motion Carried.

**COMMUNICATIONS AND/OR COMMITTEE REPORTS**

**Economic Development Committee**

None.

**Ordinance Review Committee**

Commissioner Turner and Planner Passalacqua provided an update on ongoing and upcoming projects.

**PLANNER/ENGINEER REPORTS**

**Planner – Carlisle/Wortman**

Nothing additional.

**Engineer – Sharpe Engineering**

A copy of Engineer Sharpe’s written update for December 2025 was included in the packet. He also provided an additional update on current projects.

**ADJOURNMENT**

Commissioner Turner moved, Commissioner Wagner seconded, to adjourn the meeting at 7:50 p.m.

Ayes: 5      Nays: 0      Absent: 2  
Motion Carried.

\_\_\_\_\_  
Korey Bailey, Chair

\_\_\_\_\_  
Donald Wloszek, Secretary

Date approved: \_\_\_\_\_  
smm

# THE PENINSULA OF TULLAMORE

## EXHIBIT A

### BYLAWS

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#### ARTICLE I ASSOCIATION OF OWNERS

The Peninsula of Tullamore, a residential Condominium located in the Charter Township of Oxford, Michigan, shall be administered by The Peninsula of Tullamore Association, a Michigan nonprofit corporation, hereinafter called the “**Association**”. The Association is responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Declaration, the Condominium Documents, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of an 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. Pursuant to the Declaration, Owners of Units in the Condominium are also members of the Community Association. Membership in the Association shall be in addition to and independent of an Owner’s membership in the Community Association. The Association shall keep current copies of the Declaration, the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Owners in the Condominium 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 Declaration and the 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 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 shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Owners against liabilities or losses arising within,

caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, 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 that may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements and the items for which the Association is obligated to replace pursuant to Article IV, Section 2(b) of the Master Deed that must be replaced on a periodic basis shall also be established in the budget and must be funded by regular semi-annual 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 on a noncumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular Condominium, the Association of Owners should carefully analyze the Condominium 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 an annual budget by the Board of Directors, copies of the budget shall be delivered to each Owner and the assessment for the year shall be established based upon that budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments. 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 repairs and replacements to those existing Common Elements for which the Association as repair or replacement responsibilities, or (c) to provide additions to the Common Elements not exceeding \$15,000 annually for the entire Condominium, 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 Owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 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. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the allocable share of the common expenses whenever the same shall be determined. In the absence of any annual budget or adjusted budget each Owner shall continue to pay each installment at the rate established for the previous fiscal year until notified of any change in the installment payment which shall not be due until at least ten (10) days after such new annual or adjusted budget is adopted.

(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 by the Owners 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 \$15,000 for the entire Condominium per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 4 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 no less than 66-2/3% of all Co-owners except as hereinafter provided. 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.

(c) Assessments Pursuant to the Declaration. Each Co-owner of a Unit in the Condominium is a member of the Community Association. Pursuant to the Declaration, the Community Association is responsible for the insurance, maintenance, repair and replacement of the Common Facilities of the Tullamore North Community. The Community Association assessments for costs incurred with respect to the Common Facilities shall be levied against the Owners of Units in the Condominium and the Co-owners of units in The Village of Tullamore condominium on a uniform basis in accordance with the Declaration. All such assessments levied against the Association or otherwise allocated to Units in the Condominium pursuant to the Declaration are expenses of administration that the Association shall collect from each Co-owner. The default and enforcement provisions contained in these Bylaws shall apply with respect to the collection of all assessments levied by said Declaration. Assessments collected from the Co-owners shall be paid over by the Association to the Community Association on or before the due date established in the Declaration for the payment of such assessments.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the percentage of value assigned to each Unit in the Master Deed, without increase or decrease for the existence of any rights to the use of Common Elements. Annual assessments as determined in accordance with Article II, Section 2 above shall be payable by Owners in equal semi-annual installments, 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 \$100 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 from time to time to increase the maximum automatic late charge. The Board of Directors has the right to determine from time to time the payment schedule for assessment installments, and whether the installments are due monthly, semi-annually, quarterly or annually. 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 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 Owner is the owner thereof, except a land contract purchaser from any 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 attorney 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. Owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

Section 4. Liens for Unpaid Assessments. Sums assessed by the Association which remain unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines (as allowed by the Condominium Documents or the Condominium Act), shall constitute a lien upon the Unit or Units in the Condominium owned by the Owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit or Units as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record, except that past due assessments which are evidenced by a recorded notice of lien, have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. All charges which the Association may levy against any Owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 5. Waiver of Use or Abandonment of Unit. No Owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to the Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit or by waiver of use or enjoyment of rights reserved in the Master Deed or Declaration.

Section 6. 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 attorney 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. An Owner may not withhold or escrow assessments, and may not assert in an answer, or set off to a complaint brought by the Association for nonpayment of assessments, the fact that the Association or its agents have not provided services or management to the Owner. In the event of default by any 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 an Owner in default upon seven days' written notice to such Owner of its intention to do so. An Owner in default shall not be entitled to serve on committees or as a Director of the Association or to utilize any of the General Common Elements of the Condominium 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 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 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 Owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and the provisions of Section 108 of the Condominium Act, 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 Owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit (and improvements) 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 Owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit they were notified of the provisions of this subsection and that they 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 ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Owner at their last known address, of a written notice that one or more installments of the annual, additional or special assessment, as the case may be, 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 ten (10) days after the date of the 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 Owner of record. Such affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to commencement of the foreclosure proceeding, but it need not have been recorded as of the date of mailing to the delinquent Owner. If the delinquency is not cured within the ten (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 notify the delinquent Owner and shall inform the Owner that the Owner may request a judicial hearing by bringing suit against the Association.

(d) Expense of Collection. All expenses incurred in collecting unpaid assessments, including late charges, interest, fines, costs, actual attorney fees (not limited to statutory fees and including attorney fees and costs incurred incidental to bankruptcy proceedings filed by the Delinquent Owner or probate or estate matters, including monitoring any payments

made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorney fees and costs incurred incidental to any State or Federal Court proceeding filed by the Owner) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on the Owner's Unit.

Section 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium that comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder or purchaser acquires title to the Unit (the date of the foreclosure sale), except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit, and except for claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

Section 8. Developer's Responsibility for Assessments. Notwithstanding any other provision of the Condominium Documents, the Developer shall not be liable for payment of any assessments, general, additional or special, levied by the Association except with respect to Occupied Units owned by the Developer. "Completed Unit" means a Unit for which a Certificate of Occupancy for the dwelling constructed within the Unit has been issued by the Township building department. "Occupied Unit" means a Completed Unit used as a residence. Developer, however, shall independently pay all direct costs of maintaining Units for which it is not required to pay assessments. Developer is not responsible for Association expenses related to maintenance, repair and use of Units in the Condominium that are not owned by Developer. 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 not be responsible at any time for payment of assessments or payment of any expenses whatsoever with respect to Units that are not Completed Units notwithstanding the fact that such incomplete Units may have been depicted in the Master Deed. Further, notwithstanding anything to the contrary with respect to Occupied Units, 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. The Association shall invoice the Developer for expenses for which Developer is obligated under this Section every ninety (90) days. Unpaid expenses owed by the Developer to the Association shall be exempt from, and shall not be subject to, the Association's lien remedies. Any assessments levied by the Association against Developer for purposes other than as permitted by this Section, without Developer's prior written consent, shall be void and of no effect. For purposes of this Section only, the term Developer shall include Builders that are constructing dwellings on Units for sale to third-party homebuyers.

Developer, or any successor developer, from time to time during the Construction and Sales Period may (but shall have no obligation to) make loans and advances to the Association to enable the Association to fund the payment of its current expenses, insofar as they are in excess of its current revenues because all Units in the Condominium are not yet completed and occupied Units. In the event that the Developer, or any successor developer, does so, it may earn and receive a

reasonable rate of interest upon the moneys loaned and advanced which shall not exceed a market rate of interest. Promptly after the Transitional Control Date, the Developer, or any such successor developer, as applicable, shall furnish to the Board of Directors of the Association an accounting for the moneys so loaned and advanced to the Association, the manner of their use and all amounts which the Association repaid prior to the Transitional Control Date for principal or interest in respect of any such loan.

Section 9. 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 10. 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 Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 11. 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 12. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from 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.

### **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 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. 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 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 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 Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Condominium, carry all risk insurance coverage and liability insurance in a minimum amount of \$1,000,000, officers' and directors' liability insurance, worker's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Owners 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 Owners.

(b) Insurance of Common Elements. All General Common Elements of the Condominium shall, to the extent appropriate, be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association.

(c) Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the 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.

Section 2. Authority of Association to Settle Insurance Claims. Each Owner, by ownership of a Unit in the Condominium, 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 worker's compensation insurance, if applicable, pertinent to the Condominium and the General Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium. 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 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 Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. Unless the Association obtains coverage for the dwelling within the Unit pursuant to the provisions of Article IV, Section 3 below, the Association's authority shall not extend to insurance coverage on any dwelling or other improvements located within a Unit.

Section 3. Responsibilities of Owners. Each Owner shall be responsible for obtaining all risk insurance coverage with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of the Owner's Condominium Unit and for personal property located therein or thereon or elsewhere on the Condominium and the Association shall have no liability to any person for failure to do so. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. Each Owner also shall be obligated to obtain insurance coverage for Owner's personal liability for occurrences within the perimeter of Owner's Unit and the General Common Elements (naming the Association and the Developer and its affiliates as additional insureds), and also for any other personal insurance coverage that the Owner wishes to carry.

The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described above in this Section 3 or have any liability to any person for failure to do so. The Association may elect, however, through its board of directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within an Owner's dwelling, and the cost of the insurance shall be included as an expense item in the Association budget. All Owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date which notification shall include a description of the coverage and the name and address of the insurer. Each Owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Owners may obtain supplementary insurance but in no event shall any such insurance coverage undertaken by an Owner permit an Owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent an Owner does or permits anything to be done or kept on an Owner's Unit that will increase the rate of insurance each Owner shall pay to the Association, the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition shall be charged to the Owner responsible for such activity or condition.

Section 3. Waiver of Right of Subrogation. The Association and all Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Association.

Section 4. Indemnification. Each individual Owner shall indemnify and hold harmless every other Owner, the Developer and its affiliates and the Association for all damages

and costs, including attorney fees, which such other Owners, the Developer (and its affiliates) or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Construction and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Owner, however.

Section 5. Determination of Primary Carrier. It is understood that there may be overlapping coverage between the Owners' policies and those of the Association and/or Community Association, as required to be carried pursuant to this Article. In situations where both coverages/policies are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier. In cases of property damage to the Unit and its contents, or any other Unit, Limited Common Element or other element or property for which the Owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association and/or the Community Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed, the Association and/or Community Association's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the Unit or in/upon a Limited Common Element for which the Owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Owner's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Association and/or Community Association's policy/carrier shall be deemed to be the primary carrier. In all cases where the Association and/or Community Association's policy/carrier is not deemed the primary policy/carrier, if the Association and/or Community Association's policy/carrier contributes to payment of the loss, the Association and/or Community Association's liability to the Owner shall be limited to the amount of the insurance proceeds, and shall not in any event require or result in the Association and/or Community Association paying or being responsible for any deductible amount under its policies. In cases where the Owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a general common element or the repair or replacement thereof, the insurance carrier of the Owner shall have no right of subrogation against the Association or its carrier.

## **ARTICLE V RECONSTRUCTION AND REPAIR**

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place 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 cost 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 Owners 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 similarly mature trees or vegetation within the Common Elements or within such portion of any Unit as the Association shall have undertaken to maintain.

Section 2. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance or utility of the Condominium, the Association shall proceed with replacement of the damaged property without delay.

Section 3. Owner's Responsibility. Each Owner shall be responsible for all maintenance, repair and replacement required to improvements located within his Unit, except as may be otherwise provided as an Association obligation in Article IV, Section 3 of the Master Deed. If damage to or disrepair or deficient maintenance of the dwelling or other improvements constructed on an Owner's Unit for which the Owner is responsible, adversely affects the appearance of the Condominium, the Owner shall proceed with removal or replacement of the damaged property or repair or maintenance of the deficient condition without delay. This Section shall also be applicable in the event of destruction during the course of construction of improvements on a Unit. Failure of any Owner to promptly and completely fulfill his responsibilities under this Section shall entitle the Association, upon reasonable notice to the Owner, to exercise all enforcement rights conferred upon it by the Condominium Documents including, by way of example and not limitation, all access, maintenance, decoration, repair, replacement and cost assessment rights referred to in Article VIII, Section 5 of the Master Deed.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an Owner's entire Unit is taken by eminent domain, such Owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium.

(b) Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Owners and their mortgagees in proportion to their respective interests in the General Common Elements.

(c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed 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, if appropriate, to reflect such taking and to proportionately readjust the percentages of value of the remaining Owners based upon the continuing equal value of Units in the Condominium totaling 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 Owner.

(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.

(e) Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 5. Notification of Holders, Insurers and Guarantors of First Mortgages. In the event any first mortgage in the Condominium is held, guaranteed or insured and such holder, guarantor or insurer so requests in writing (stating its name, address and applicable mortgaged Unit number) to the Association, the Association shall give timely written notice to such requesting party of the following: (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit and dwelling securing such mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed to the Association with respect to the Unit and dwelling securing such mortgage; (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give an 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 Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## **ARTICLE VI RESTRICTIONS**

The restrictions contained in this Article VI shall be in addition to and not in limitation of any restrictions set forth in Declaration which restrictions are incorporated by reference in these Bylaws. 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 Unit in the Condominium shall be used for purposes other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residential use and Township ordinances. No trade or business of any kind may be conducted in or from any Unit including business uses ancillary to a primary residential use, except that an Owner or occupant residing in a Unit may conduct business activities ancillary to the primary residential use of the Unit if the business activity: (a) is not apparent or detectable by sight, sound or smell from outside the Owner's Unit; (b) complies with applicable zoning requirements; (c) does not involve overnight lodging or regular visitation of the Unit by employees, clients, customers, suppliers, business invitees or other persons who do not reside in the Unit; (d) complies with all provisions of the Condominium Documents; (e) is consistent with the single-family residential character of the Condominium; and

(f) does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of others, as the Board of Directors determines in its discretion. The terms “trade” and “business” shall have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves providing goods or services to persons other than the resident of the Unit. The number of persons allowed to occupy or reside in any Unit shall be governed by the restrictions and regulations of the Building Officials and Code Administrators National Property Maintenance Code or such other codes or ordinances that may be adopted by the Township from time to time governing occupancy. Such restrictions shall automatically change, without the necessity of an amendment to these Bylaws, upon the adoption of alternative regulations by the Township, such that the occupancy of all Units shall be in accordance with all Township regulations at all times.

Section 2. Leasing and Rental of Units.

(a) Right to Lease. 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 Owner shall lease less than an entire Unit, and all leases shall (i) be for an initial term of no less than one (1) year, (ii) require the lessee to comply with the Condominium Documents, and (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease and that, after fifteen (15) days’ prior written notice by certified mail to the Owner and in accordance with Section 112 of the Condominium Act, the Board of Directors has the power to institute an action to evict the tenant, at the Unit Owner’s expense, and for money damages. For the avoidance of doubt, the Owner of the Unit for which the Association files an eviction action shall be responsible for all costs incurred by the Association in the action, including but not limited to attorney fees and court costs. An Owner may only lease a Unit for the same purposes as set forth in Article VI, Section 1, and in accordance with the provisions of this Section. Under no circumstances shall transient tenants or short term rentals or licenses of Units be permitted. 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. An Owner may only lease a Unit for the same purposes as set forth in Article VI, Section 1, and in accordance with the provisions of this Section. All leases of Units or dwellings shall be subject to and shall specifically and conspicuously reference the occupancy requirements and restrictions in Article VI, Section 1.

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

(1) Disclosure. An Owner, including the Developer, desiring to rent of lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant, and shall at the same time supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents together with the Owner’s notarized affidavit that the lease complies with all requirements of the Condominium Documents. The Board of Directors has the right to promulgate the form of such affidavit of compliance. A written lease approved by the Board of Directors is required for all arrangements by which a non-Owner occupies a Unit. The Owner shall not lease their Units prior to the Association approving a lease form for its compliance with the Condominium Documents. The Association may also require the use of a standard lease

addendum. Each Owner shall, promptly following the execution of any approved lease of a Unit, forward a true copy of the fully executed lease to the Association. Owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number(s).

(2) Administrative Fee. The Board of Directors may charge such reasonable fees for reviewing, approving and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be assessed and paid when the lease is submitted for review, and if for any reason unpaid shall be collected from the leasing Owner in the same manner as the collection of assessments under Article II of these Bylaws.

(3) Compliance with Condominium Documents. Tenants or non-Owner occupants shall comply with all of the conditions in the Condominium Documents.

(4) Default by Tenant. If the Association determines a tenant or a non-Owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(a) Notification. The Association shall notify the Owner by certified mail advising of the alleged violation.

(b) Time to Cure. The Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged intent or non-Owner occupant breach or advise the Association that a violation has not occurred.

(c) Remedies. If after fifteen (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 Owners on behalf of the Association (if the Association is under the control of the Developer) an action for eviction against the tenant or non-Owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant, the non-Owner occupant and the Owner liable for any damages caused by the Owner, tenant or non-Owner occupants. The Owner shall be responsible for reimbursing the Association for all costs incurred as a result of a tenant's or non-Owner occupant's failure to comply with the Condominium Documents, including the pre-litigation costs and actual attorney fees incurred in obtaining their compliance with the Condominium Documents.

(5) Notice to Pay Rent Directly to the Association. When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the Owner's tenant or non-Owner occupant and the tenant or non-Owner occupant after receiving the notice shall deduct from their rental payments to the Owner the arrearage and future assessments as they fall due and shall pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant or non-Owner occupant. If the tenant or non-Owner occupant, after being so notified, fails or refuses to remit rent to the Association that is otherwise due the Owner, then the Association may (a) prohibit the tenant from utilizing any of

the General Common Elements, (b) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, and/or (c) initiate proceedings pursuant to Section 112(4)(b) of the Condominium Act. The Owner's lease shall expressly notify the tenant of the Association's rights under this subsection (5).

(c) Partial Exception for Units Acquired by First Mortgagees. Notwithstanding anything to the contrary and except for the prohibition on transient tenancies, first mortgage lenders or first mortgagee guarantors in possession of a Unit following a default of a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure shall not be subject to the restrictions contained in this Article VI, Section 2 that relate to the term or content of any lease or rental agreement.

(d) Department of Veteran Affairs Exception. To the extent that any provision set forth in the Master Deed and Bylaws, as amended, regarding leasing is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veteran Affairs, as set forth in Chapter 37 of Title 38, United States Code, or Part 36 of Title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is: (i) encumbered by DVA Financing; or (ii) owned by the Department of Veteran Affairs.

### Section 3. Architectural Control.

(a) An architectural control process has been established to ensure that the Condominium is developed in the highest quality manner consistent with the design goals for the community as described in this Article VI in order to provide for the development and management of the Condominium as a residential community for the highest benefit and enjoyment of its residents. These Bylaws are designed to provide helpful guidance and instructions to future residents regarding the construction of their homes and use of their Unit. Further, these Bylaws are established to ensure that the community is well maintained, that the value of each Unit is protected, and that the Condominium is an enjoyable, peaceful place to live.

(b) No building, structure, landscaping or other improvement shall be erected, constructed, installed or permitted to remain on any Unit or elsewhere in the Condominium unless it complies with the restrictions and requirements of the ordinances of the Township, the Development Agreement and the Condominium Documents, and has been approved in writing by the Developer during the Construction and Sales Period and after that by the Association. No alteration, modification, substitution or other variance from the designs, plans, specifications and other materials that have been approved by the Developer shall be permitted without the Developer's written approval of that variance, regardless of the reason for the variance. Developer shall be entitled to require that a Builder or Owner furnish to the Developer adequate security, in Developer's discretion, to protect against costs and expenses that might be incurred in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the dwelling and its appurtenances. Developer shall also be entitled to request a bond or other form of security from a Builder as assurance that the infrastructure and other Common Element improvements in the Condominium will be repaired in the event the Builder's activities, or any of the builder's agents or subcontractor's activities, cause damage to any of those improvements. Owners are responsible for installing all requisite silt fences and other protective type measures as required by governmental entities.

(c) No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Such plans and specifications shall contain, at a minimum, the following:

(i) A topographic survey showing the existing and proposed grades, the proposed location of each building or structure and the proposed location of the driveway and parking areas, if applicable;

(ii) Construction and building plans including dimensioned floor plans, typical sections and all building elevations, sufficient to secure a building permit from the Township, including a dimensioned plot plan showing the Unit, the placement of all improvements with setback dimensions, proposed grades for the driveway, brick ledge of the proposed structure and drainage swales, utility services, driveway, drive approach material, drainage arrows and sealed by an engineer. Elevations shall also be included for all sides of the structures proposed plus all decks, porches and the like, plus any other information the Developer may request in order to review the plans and specifications;

(iii) Specifications setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, stain and shingle samples; and

(iv) A construction schedule.

(d) Construction of any building or other improvements must also receive any necessary approvals from the local public authority. If the local public authority requires any revision(s) to the Developer -approved plans, the plans must be re-submitted to and approved by Developer before any construction commences. A copy of the building permit shall be delivered to Developer before commencement of any construction on a Unit. Developer shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, preservation of trees and the natural setting, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole.

(e) The plans and specifications submitted hereunder submitted to Developer to obtain approval shall be accompanied by a \$500.00 payment to Developer which may be waived by Developer. Developer will retain this payment to cover costs or fees that Developer incurs to review the plans submitted hereunder. This payment is non-refundable.

(f) Developer's approval shall be in writing and a set of the approved plans and specifications shall be kept by Developer. In the event that Developer shall fail to approve or disapprove or take any other action upon such plans and specifications within sixty (60) days after complete plans and specifications have been delivered to Developer, such approval will not be required; provided, however, that such plans and locations of structures on the Unit conform to or

are in harmony with existing structures in the Condominium, these Bylaws and any zoning or other local laws applicable thereto. If Developer takes action with respect to the plans and specifications within such 60-day period, then the affected Owner shall respond appropriately to the Developer's requests until approval shall have been granted. No construction of any building or improvement pursuant either to express approval properly obtained hereunder or by virtue of failure of action by the Developer may be constructed as a precedent or waiver, binding on the Developer, the Association, any Owner or any other person as to any other structure or improvement which is proposed to be built.

(g) Notwithstanding anything herein to the contrary, the Developer reserves the right to approve any structure or activities otherwise prescribed or prohibited hereunder, or to waive any restriction or requirement provided for in the Condominium Documents if, in the Developer's sole discretion, such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units therein, or to relieve an Owner or a Builder from any undue hardship or expense. In no event, however, shall the Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with the Condominium Documents, unless the Developer indicates its intent and agreement to do so in writing.

(h) Developer's rights under this Article VI may, in Developer's sole discretion, be assigned to the Association or other successor to Developer. There shall be no surrender of this right prior to expiration of the Construction and Sales Period, except in a written instrument in recordable form executed by the Developer and specifically assigning to the Association or other successor(s) the rights of approval and enforcement set forth herein. Even after control of the Association is transferred to the non-developer Owners, the Developer shall continue to exclusively exercise these rights until they expire or are assigned. From and after the date of such assignment or later expiration of the Developer's exclusive powers, the Association's Board of Directors shall exercise all such powers, and the Developer shall have no further responsibilities with respect to any manners of approval or enforcement set forth herein.

Section 4. Building Restrictions. All Units shall be used for private residential purposes only and no building, except as specifically authorized elsewhere in this Master Deed and Bylaws, shall be erected, re-erected, placed or maintained or permitted to remain on any Unit, except one (1) dwelling with a building height not to exceed 35 feet. As used in these Bylaws, building height means the vertical distance measured from grade to the highest point of flat roofs, to the deck line of mansard roofs, and to the average height between eaves and ridge for gable, hip and gambrel roofs. No dwelling may exceed two and one-half (2½) stories. No other accessory building or structure including, but not limited to carports, may be erected in the Condominium without the prior written consent of Developer. Notwithstanding the foregoing, Developer or a Builder designated by Developer may erect and maintain model homes on any Units owned by Developer or a Builder until such time as all Units which Developer or its designated Builder own are sold.

(a) Minimum Dwelling Sizes. No dwelling shall be less than 1,800 square feet for one story dwellings and 2,000 square feet for two story dwellings (i.e., 2-story colonial), exclusive of porches, patios, garages, storage sheds and basements (keeping in mind that local ordinances in effect from time to time may require a greater minimum and will be controlling

under such circumstances). An enclosed porch can be used to arrive at the square footage of a dwelling if the roof of the porch forms an integral part of the roofline of the main dwelling.

(b) Exterior Materials. All exterior materials on all structures and all elevations as depicted on the Final Site Plan must comply with the Final Site Plan, and shall be subject to the prior approval of the Developer. Proposed exterior materials may include wood or vinyl siding, brick and stone. Aluminum and T-11 siding are not permitted. Metal windows are not permitted. The amount of full brick used on all sides and the rear of dwellings shall be approved by Developer, and no white or yellow brick is permitted. No foundation shall be exposed (no cinder block exposed.) No log, panelized, modular homes, manufactured homes, mobile homes, prefabricated homes or any other type of residential housing constructed off-site will be permitted. All dwellings must be constructed on site. Exterior colors shall be chosen to blend in with existing dwellings and the natural surroundings and shall be subject to the prior approval of the Developer. To the extent any provision of this subsection is inconsistent with or conflicts with the Final Site Plan, the provisions of the Final Site Plan shall control.

(c) Minimum Roof Pitch. The minimum pitch of the roof over any dwelling or improvement is six feet vertical for every 12 feet horizontal, but flat roofs may be installed over “Florida rooms” or porches or patios. With the prior written approval of Developer, a flat roof may be installed over particular portions of multiple dwellings. All roofs must be covered by cedar shake, slate or 240 pound dimensional asphalt shingles.

(d) Setbacks. No building or other structure on any Unit shall be erected, placed, altered or located nearer to the front side or rear lot lines than is permitted by the PUD Agreement. The minimum setback requirements set forth in the PUD Agreement shall apply.

(e) Garages. All garages shall be for a minimum of two cars and attached. No carports are permitted.

(f) Driveways. All driveways shall be surfaced with concrete at the time of construction of the dwelling served thereby, weather permitting. No stone driveways are permitted.

(g) Fences. No perimeter fences shall be erected on the following Units which are deemed to have frontage on Tullamore Lake: Units 32, 33, 34, 35, 36, 37, 38, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 and 62. Fences in the rear yards are permitted on all other Units (including those required by the Township or other governmental entity to surround a swimming pool) so long as the fence: (i) complies with the Association’s uniform material, style and color requirements; (ii) is approved in advance by the Developer during the Construction and Sales Period and the Association thereafter; and (iii) complies with the Township ordinances. If the Developer or the Association approves a swimming pool on a particular Unit, a fence shall be permitted in order to enclose the swimming pool area of a material, style and color approved by the Developer during the Construction and Sales Period and the Association thereafter. No other fences, walls or similar structures shall be erected on any Unit without the prior written approval of Developer prior to the Transitional Control Date and the Association thereafter. “Invisible fencing” type devices may, with the prior approval of the Association, be installed within individual Units, provided such installation shall be located within the rear portion of the Unit

only, with no portion extending beyond the front portion of the residential dwelling structure located upon such Unit.

(h) Chimneys. Chimneys are permitted subject to Developer prior approval. All chimneys intended for live fires shall have spark arresters and wood burn inserts with a chimney liner for venting. Prefabricated or metal chimneys are not permitted.

(i) Mailbox Kiosks and Addresses. Mailboxes in the Condominium will be clustered in kiosks. Street address designations may not be installed upon any Unit without the prior written approval of Developer.

(j) Temporary Shelters. No temporary shelters or school bus shelters shall be permitted on the Premises; provided, however, a temporary storage building for materials and supplies used during construction of a dwelling is permitted so long as such storage shed is promptly removed when the dwelling is completed.

(k) Swimming Pools. No above ground pools shall be maintained on any Unit. In ground pools and hot tubs located outside of the dwelling must be prior approved as to location and screening by the Developer. Hot tubs must be within two feet of an external wall of the dwelling and must be on hardscape. No outdoor movie screens or projections are permitted. Location of air conditioner compressor shall be prior approved by Developer. No propane tanks or other fuel storage tanks used for heating of the dwelling are permitted.

(l) Construction Debris. Any and all debris resulting from the construction and/or the destruction, in whole or in part, of any dwelling, building or improvements on any Unit shall be removed within forty-eight (48) hours in order to preserve the slightly condition of the Unit. Porta-Pottys shall be used in accordance with Township ordinances.

(m) Completion of Construction. Once commenced, all construction activity shall be prosecuted and carried out with all reasonable diligence, and the exterior of all dwellings and other structures must be completed as soon as practical after construction has commenced and in any event within 12 months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.

(n) Architectural Control Committee. Developer or Board of Directors may appoint an Architectural Control Committee for purposes of considering applications for changes, alterations, modifications and landscaping submitted by Owners. Members of the Committee shall serve at the discretion of the Board of Directors, and subject to discretion by the Board, the Committee shall establish its own rules and procedures and meet as often and at such places as are designated by its chairperson. Notwithstanding anything contained herein to the contrary, the Developer, during the Construction and Sales Period, may construct or authorize any improvements, modifications or landscaping upon the Condominium that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association, the Committee or any other person or entity, provided that such improvements, modifications or landscaping are in compliance with the Final Site Plan.

(o) Intent. The purpose of this Section is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development and shall be binding upon both the Association and upon all Owners. Developer's rights under this Article VI, Section 4 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium that Developer may, in its sole discretion, elect to make, and Developer may modify or waive any of the requirements in this Article for Developer's designated Builder(s), without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents and as approved by the Township.

Section 5. Alterations and Modifications of Common Elements and Exterior of Dwellings. No Owner shall make alterations, modifications or changes in any of the Common Elements or material modifications from the plans approved and permitted by the Township for a dwelling of its exterior without the express written approval of the Developer during the Construction and Sales Period which such approval shall be left to the sole discretion of Developer, the Association and the Township. All such alterations, modifications, and changes must be in compliance with the Final Site Plan and Township Ordinances, and to the extent of any conflict, the Final Site Plan shall control. This restriction includes without limitation, the erection of antennas, saucers or similar devices, lights, awnings or other exterior attachments or modifications provided, that not more than one satellite communications dish not exceeding one meter in diameter or traditional stick-type antenna, may be installed on a Unit subject to reasonable requirements of Developer during the Construction and Sales Period and the Association concerning screening and location, provided that any such requirements do not violate applicable Federal statutes.

Section 6. Activities. No immoral, improper, unlawful or offensive activity, including without limitation the playing of music, shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the 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 Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No outdoor fires shall be permitted except in fire pits as allowed by Oxford Township ordinances. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Unit so as to be visible from the road or neighboring Units. 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, and the hunting of wildlife. Without limiting the scope or application of the foregoing, outdoor spotlights that shine into or otherwise illuminate the dwellings on surrounding Units shall be deemed to be nuisances, as shall outdoor horns, sirens or other noise making devices, whether attached to security systems or otherwise, which go off repeatedly or for an extended period of time. Each Unit Owner shall be responsible for their security systems with such noise making devices when the Unit Owner is not at the dwelling. No outdoor spotlights shall be permitted without the prior approval of the Developer or the Association. Use of drones in the Condominium is prohibited.

Section 7. Trash and Leaf Burning. Trash, leaves, or any other debris may not be burned within the Condominium.

Section 8. Owner Maintenance. Each Owner shall maintain the improvements and landscaping within his Unit, and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility, in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the General Common Elements including, but not limited to, the telephone, water, gas, electrical or other utility systems and any other General Common Elements. Further, each 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. Storage on Units of any item of personalty that would violate any building, health, safety or fire code or ordinance is prohibited, as well as the discharge or disposal of any hazardous substances in violation of applicable laws and ordinances. Trash and recycling receptacles shall be maintained in garages at all times and shall not be permitted to remain elsewhere except in designated areas for such short periods of time as may be reasonably necessary to permit periodic collection of trash and recyclables and shall be returned to garages no later than 12 hours after the scheduled trash collection. Each individual Owner shall indemnify the Association and all other Owners against such damages and costs, including attorney fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

Section 9. Right of Entry. Developer reserves for itself and the Association the right to enter upon any Unit not owned by Developer for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, adjusting the sprinkler system, or to abate any nuisance which in the opinion of Developer or the Association detracts from the overall beauty, setting, safety and enjoyment of the Condominium. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Developer or the Association and its agents may likewise enter upon a Unit to remove any trash which has collected on such Unit without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Developer or the Association to mow, clear, cut or prune any Unit nor to provide garbage or trash removal services nor to abate any nuisance. All costs associated with the foregoing work shall be reimbursed. The foregoing notwithstanding, except in the case of emergencies or extended absence or vacation of the Unit Owners, neither the Developer nor the Association shall take any action to abate a nuisance without first providing the Unit Owner with notice and reasonable opportunity to cure or remove such nuisance.

Section 10. 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 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, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all 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 irrespective of whether such persons actually receive a copy of the rules and regulations.

Section 11. Pets. No animals, except for household pets, shall be maintained by any Owner. 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. No savage or dangerous animal shall be kept and any Owner who causes any animal to be brought or kept upon the Condominium Premises shall indemnify and hold harmless the Association for any losses, damages and liabilities that the Association may sustain, including but not limited to attorney fees, expert witness fees and court costs, as a result of the presence of such animal on the Condominium Premises, whether or not the Association has given its permission therefor. Each Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such 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 Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event 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 12. 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 other than as depicted on the site plan approved by the Township, shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), 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 the Association. The 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. The purpose of this Section is to assure that drainage patterns established by Developer are not altered by the Owner or his landscape architect, and 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 Owners.

(b) Developer's Rights in Furtherance of Construction 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 elsewhere herein contained, Developer shall have the right to maintain a sales office, at least two trailers (2) for either marketing or construction purposes, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Tullamore North Community by Developer, and Developer may continue to do so during the entire Construction and Sales Period. Developer may continue to do so 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. 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 all kinds of temporary facilities relative to the marketing and promotion of the Condominium.

(c) Enforcement of Condominium Documents. The Condominium shall always be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential and recreational community for the benefit of the Owners and all persons interested in the Condominium. If at any time the Association or any 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 shall include (without limitation) an action to restrain the Association or any 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 conclusion of the Construction and Sales Period, to maintain a sign(s) on the Condominium that reflects the name of the Condominium and identifies the involvement of the Developer, and/or any one of the Developer's affiliates, in the development of the Condominium.

Section 13. No Warranty on Existing Trees and Vegetation. DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NATIVE TREES OR VEGETATION WITHIN THE CONDOMINIUM. ALSO, VEGETATION AND TREES NATIVE TO THE SITE ARE BEING DELIVERED TO THE OWNERS IN AN "AS IS" AND "WHERE IS" CONDITION. THE DEVELOPER SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO ANY OWNER, THE ASSOCIATION, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, WITH RESPECT TO ANY NATIVE TREES OR NATIVE VEGETATION WITHIN THE CONDOMINIUM WHICH DIES OR SUFFERS DAMAGE DURING THE CONSTRUCTION AND SALES PERIOD. THE COST OF REMOVAL AND REPLACEMENT (IF DESIRABLE OR NECESSARY) SHALL BE: (A) THE RESPONSIBILITY OF THE OWNER IF THE TREE OR VEGETATION IS WITHIN UNITS OR (B) THE RESPONSIBILITY OF THE ASSOCIATION IF IT IS LOCATED ON A GENERAL COMMON ELEMENT. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR THE DEATH,

DAMAGE TO OR THE DESTRUCTION OF ANY TREE, SHRUB OR PLANT GROWTH WHICH IS NATIVE TO THE CONDOMINIUM PREMISES DUE TO THE DEVELOPER'S ACTIVITIES RELATED TO THE DEVELOPMENT AND DEVELOPMENT OF THE CONDOMINIUM. THE DEVELOPER MAKES NO WARRANTIES WITH RESPECT TO EXISTING TREES, SHRUBS AND PLANT GROWTH.

Section 14. Signs; Exterior Illumination; Decorative Flags. No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of: (a) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the Unit upon which it is maintained; and (b) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the Unit, which garage sale and sign placement shall not exceed three (3) days. The foregoing restrictions contained in this Section shall not apply to signs installed or erected on any Unit by Developer or any Builder who owns Units for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes. All signs shall comply with applicable Township ordinances. No exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by the Architectural Control Committee. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the Condominium and the Unit. No more than one decorative flag per Unit is permitted.

Section 15. Outside Storage and Tents. No outside storage is permitted including temporary shelters, except that party tents in backyards for permitted for a maximum period of 48 hours. Any firewood, ladders and garden/farm implements may not be stored outside. No tarps are to be used for any outside storage. All tools or implements must be stored inside. Units cannot be used to stockpile any type of materials, such as by way of example and not limitation, landscaping materials, compost piles, telephone poles or railroad ties.

Section 16. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, personal watercrafts, 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 making deliveries or pickups in the normal course of business. Each Owner shall park his car in the garage space provided therefor and shall park any additional car which he owns in the Owner's driveway. Use of motorized vehicles anywhere on the Condominium Premises, other than on the drives or streets, is absolutely prohibited; provided, however, the Developer shall have the right to maintain and use a golf cart anywhere on the Premises during the Construction and Sales Period. 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 17. Basketball Hoops and Backboards. A basketball hoop and backboard unit may not be constructed or maintained in a Unit without the prior written approval of Developer during the Construction and Sales Period, and the Association thereafter. If a basketball hoop and backboard unit is permitted, the unit must be installed in the rear or side yard of the Unit and must be screened in order that the basketball unit will not be visible from any other Units or from any road. No basketball backboards shall be attached to a dwelling or garage. The base of all basketball poles must be concrete and installed in-ground.

Section 18. Maintenance of Yards and Lawns.

(a) The lawn within Units shall be sodded. Hydroseeding or seeding is expressly prohibited. All landscaping installation, repair and restoration (including sodding of lawns) is to be completed within ninety (90) days following occupancy, except if occupancy of the dwelling is after Labor day, then landscaping and sodding must be installed by August 1st of the following year. All yard areas (unless the Unit has not been built upon) shall be well maintained and in keeping with such rules and regulations as may be promulgated from time to time by the Developer and the Association. No statues may be placed in the front yard of a Unit. No lawn art other than natural plant materials will be allowed. Hazardous trees that have fallen must be removed within 48 hours.

(b) Owners of Units shall be responsible for the maintenance of the lawn, landscaping and driveway located between the line of the Owner's Unit and the edge of adjacent street pavement (the "Side Strip Area"). The Owner shall be responsible for all snow removal from the driveway located upon the Owner's Unit, as well as any sidewalk adjacent thereto and including any driveway approach area located within any Side Strip Area adjacent to the Owner's Unit. The Owners' responsibility for maintenance shall include, but shall not be limited to, the replacing of trees in the Side Strip Area.

(c) Developer, during the Construction and Sales Period, and the Association thereafter: (i) may require Owners of Units on which dwellings have not been built to mow the weeds or vegetation on the Units up to four times a year or more frequently if required by Township ordinances; (ii) may require mowing of yard areas after a home has been constructed if it deems appropriate; and (iii) may require additional mowings to maintain the beautiful and harmonious appearance of the Condominium.

(d) If any of the provisions in this Section 18 are violated by the Owner or his or her representatives or if there is a failure to comply with this Section 18 or should any Owner fail to maintain the lawns, trees, berms, shrubbery, or other landscaping on his Unit in good order and repair in accordance with these Bylaws and "good property management," then Developer or the Association may serve written notice upon the Owner setting forth the way the Owner has so failed. If the deficiency of maintenance, repair or replacement stated in such notice is not cured within fifteen (15) days following the date of such notice, Developer or the Association shall be authorized and permitted to enter the Unit for the purpose of curing the deficiency. If, following the cure of the deficiency, the deficiency re-occurs and persists, Developer or the Association, as

the case may be, shall be authorized and permitted to enter the Unit as often as is reasonably required for the purpose of continually maintaining in good order and repair the lawns, trees, berms, shrubbery and other landscaping on the Unit, which right of Developer or Association shall continue until such time as Developer or the Association reasonably shall determine that the Owner of the deficient Unit is willing and able to reassume the maintenance responsibility. The cost incurred by Developer or the Association for such maintenance, repair and replacement, plus an administrative fee equal to twenty percent (20%) of such costs, shall be due and payable by the Owner of such Unit to Developer or the Association, as the case may be, within ten (10) days following such date as Developer or the Association sends the Owner a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a continuing lien upon the Unit and shall be treated as an additional assessment against the Unit. The Developer and the Association shall also have available all remedies set forth in these Bylaws and under Michigan law, including the right to assess fines, the right to place a lien on the Unit and such equitable relief as may be reasonable and appropriate.

Section 19. Landscaping. No 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. Any landscaping installed by the Owner with the Association's written approval pursuant to this Section 19 shall be maintained by the Owner and the Association shall have no responsibility for its maintenance.

Section 20. Tree Preservation. Limits of clearing will be restricted to new home construction areas and required auxiliary uses such as driveways. In no event may any trees that measure more than three inches in diameter at ground level be removed from any Unit without the prior written approval of Developer. If any tree that measures more than three inches or more in diameter at ground level is either intentionally or accidentally removed or destroyed, that tree must be replaced with a tree of the same type and size, unless Developer in its sole discretion waives in writing the replacement of that tree. Each Owner must maintain and preserve all of the trees on the Unit owned by that Owner. As soon as reasonably possible, each Owner will remove from the Unit owned by that Owner any dead or seriously diseased trees located upon that Unit. Vegetable gardens are permitted in the rear yard of a Unit up to 20 feet by 40 feet in size.

Section 21. Conservation Easement Agreement. The activities of all Owners and the Association are subject to the restrictions and requirements set forth in the Conservation Easement Agreement, the purpose of which is to protect the functions and values of the wetlands located in the Conservation Easement Areas consistent with the EGLE Permit.

Section 22. Disposition of Interest in Unit by Sale. No Owner may dispose of a Unit in the Condominium, or any interest therein, by a sale without complying with the following terms or conditions:

(a) Notice to Association of Sale; Owner to Provide Condominium Documents to Purchaser. An Owner intending to make a sale of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser and such other information as the Association may reasonably require. Prior to the sale of a Unit, the selling Owner shall (i) reference the Condominium Documents in the agreement of sale; (ii) provide that

the unit is subject to the Condominium Documents; and (iii) provide a copy of the Condominium Master Deed (including Exhibits A and B thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. In the event an Owner shall fail to notify the Association of the proposed sale or in the event an Owner shall fail to provide the prospective purchaser with a copy of the Master Deed and other documents referred to above, such Owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

Section 23. Developer and Mortgagees not Subject to Section. The Developer shall not be subject to this Section in the sale or, except to the extent provided in Article VI, Section 2, the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section 17.

Section 24. Declaration. The Declaration is incorporated herein by reference and shall be binding upon all Owners and the Association. In accordance with the Declaration, each Owner in the Condominium shall abide by the provisions contained in said Declaration as it may be amended and by the rules and regulations that may be established from time to time by the Community Association.

Section 25. Restrictions Regarding Open Space Areas. The Open Space Areas may be used by all Owners for open space and passive recreational purposes only. The Community Association shall preserve and retain the Open Space Areas, with minimal intrusion, subject only to such activities which are permitted in the Declaration and PUD Agreement. There shall be no construction, installation or placing of any improvements or structures on or within the Open Space Areas, other than improvements or structures which are directly necessary for the proper functioning of any Storm Water Drainage Facilities or other utilities located within the Open Space Areas or permitted under the PUD Agreement and the Declaration. The Community Association shall have the right to establish additional rules and regulations with respect to the preservation, upkeep and activities allowed within the Open Space Areas as the Community Association's Board of Directors may deem necessary or desirable to insure the proper preservation and functioning of the Open Space Areas provided, however, that any such rules and regulations shall be consistent with and subordinate to the PUD Agreement, the Master Declaration, and applicable Township ordinances.

Section 26. Restrictions Regarding Recreational Facilities. The Recreational Facilities, including the lakes within the Tullamore North Community, may be used only for recreational purposes permitted by the Declaration. The Community Association shall have the right to establish such rules and regulations with respect to the activities allowed with respect to the Recreational Facilities as the Community Association's Board of Directors may deem necessary or desirable in its sole discretion.

Section 27. Pathways. Use of the Pathways throughout the Condominium is restricted to pedestrian and non-motorized bicycle traffic. The Community Association shall have the right to establish additional rules and regulations with respect to the upkeep of and activities allowed on the Pathways as the Community Association's Board of Directors may deem necessary or desirable.

Section 28. General. The purpose of this Article VI is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development and shall be binding upon all Owners. Developer may, in its sole discretion, waive any part of the restrictions set forth in this Article VI due to unusual topographic, natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

## **ARTICLE VII MORTGAGES**

Section 1. Notice to Association. Any 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 Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any default in the performance of the obligations of the 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. In addition, the Association shall give each mortgagee, mortgage insurer and the guarantor of any mortgage on any Unit in the Condominium a timely written notice of any 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.

Section 4. Notification of Foreclosure. The mortgagee of a first mortgage on a Unit shall give notice of foreclosure to the Association pursuant to Section 108(9) of the Act.

## **ARTICLE VIII VOTING**

Section 1. Vote. Except as limited in these Bylaws, each Owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by number except in those instances when voting is specifically required to be both in value and in number. In the event of a tie vote, the President of the Association shall be entitled to cast the tie breaking vote.

Section 2. Eligibility to Vote. No Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no 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 Owner may be cast only by the individual representative designated by such 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 vote each Unit which it owns. If, however, the Developer elects to designate a Director pursuant to its rights under Article XI, Section 2(c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer Director.

Section 3. Designation of Voting Representative. Each 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 the 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 Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the Owner at any time by filing a new notice in the manner herein provided. The Association shall maintain a certified list of all designated voting representatives listed by Unit numbers. Further, the Association shall produce the list of designated voting representatives at all meetings; post the list during meetings, including posting by electronic means if the meeting is conducted solely by remote communication.

Section 4. Quorum. Those Owners present in person or by proxy at the First Annual Meeting held in accordance with Article IX, Section 2 and Article XI, Section 2 shall constitute a quorum for such meeting. At all other meetings of Owners, the presence in person or by proxy of 35% of the 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 and electronic vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person, by proxy or electronically shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All Owners participating by remote communication shall be counted towards quorum.

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. Proxies must be in writing signed by the designated voting representative and any written votes and intent to participate remotely, must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association.

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) or by electronic vote, at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority set forth in the preceding sentence.

## **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 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 the Developer and may be called at any time after more than 50% of the Units that may be created 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 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 Owner of a Unit in the Condominium, 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 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 the month of April, May or June, or as otherwise determined by the Board of Directors, 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 eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The 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 Owners as directed by resolution of the Board of Directors or upon a petition signed by not less than 1/3 of the 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 conducted 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 Owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, or by electronic transmission, of a notice to the representative of each 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 Owners cannot be held because a quorum is not in attendance, the 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 other than the First Annual Meeting 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) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings 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. At the First Annual Meeting the order of business shall be established by the Developer with the purpose of the First Annual Meeting limited to election of Directors.

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 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 evidence that such notice was given.

Section 11. Remote Communications. Owners may participate in meetings of members of the Association by telephone conference or other remote communication such as Microsoft Teams or Zoom provided that the following are met:

- (a) the identity of the person communicating remotely can be verified;
- (b) measures are in place so that the remote caller can participate in and hear the proceedings; and
- (c) votes or action by means of remote communication are recorded.

If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

Section 12. Electronic Voting. Electronic voting is permitted.

## **ARTICLE X ADVISORY COMMITTEE**

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% of the non-developer Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Owners and to aid the transition of control of the Association from the Developer to purchaser Owners. A chairperson for the Committee shall be selected by the members of the Committee. The Advisory Committee shall cease to exist automatically when the non-developer Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Owners.

## **ARTICLE XI**

## **BOARD OF DIRECTORS**

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

### Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Owners to the Board. Thereafter, elections for non-developer Owner Directors shall be held as provided in subsections (b) and (c) below. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non-developer Owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25% of the Units that may be created, one of the Directors shall be selected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50% of the Units that may be created, two of the Directors shall be selected by non-developer Owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners so that Owners may select the required Director or Directors. Upon certification by the Owners to the Developer of the Director or Directors so selected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article, or he resigns or becomes incapacitated.

### (c) Election of Directors at and After First Annual Meeting.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units that may be created, the non-developer Owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Condominium. Whenever the 75% conveyance level is achieved, a meeting of Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit in the Condominium, the non-developer Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Owners have the right to elect under subsection (c)(ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate one Director as provided in subsection (c)(i).

(iv) At the First Annual Meeting two Directors shall be elected for a term of two years and one Director shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the two persons receiving the highest number of votes shall be elected for a term of two years and the one person receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either one or two Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for one of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of 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 that are not prohibited by the Condominium Documents or required thereby to be exercised and done by the 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 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.

(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 10 of these Bylaws.

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

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

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 or Developer's affiliates, 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. DURING THE CONSTRUCTION AND SALES PERIOD THE DEVELOPER HAS THE RIGHT TO DISAPPROVE ANY DECISION BY THE BOARD OF DIRECTORS TO SELF-MANAGE THE CONDOMINIUM WITHOUT THE BENEFIT OF PROFESSIONAL MANAGEMENT SERVICE. THE DISAPPROVAL RIGHT SHALL END WHEN THE CONSTRUCTION AND SALES PERIOD EXPIRES.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date 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. Vacancies among non-developer Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Owners and shall be filled in the manner specified in Section 2(b) of this Article.

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 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 Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all 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 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 10 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 U.S. Mail, electronic mail or telephone 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 is 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 selected or elected before the Transitional Control Date 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 Owners. All civil actions except for actions to collect delinquent assessments are subject to the requirement that the Board of Directors must obtain the prior approval of no less than 66-2/3% of all Owners (not just those present at a meeting). All civil actions requiring the approval of 66-2/3% of all Owners (not just those present at a meeting) shall first be reviewed by the Board of Directors to evaluate the merit of the proposed civil action. A special meeting of the Owners shall be held for the purpose of voting on whether to proceed with the civil action. A special assessment to fund any such litigation will also require the approval of no less than 66-2/3% of all Owners (not just those present at a meeting). Notwithstanding the foregoing, the Board of Directors of the Association shall be permitted, acting upon a majority vote of the Board, to file suit to collect delinquent assessments and to enforce the Associations rights with respect to unpaid assessments. The requirements of this Section, including that a meeting of the members be held to review the proposed civil action, will ensure that the members of the Association are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. The Developer and each member of the Association shall have the right to enforce the provisions of this Section.

Section 16. Remote Communications. Directors may participate in meetings of the Board of Directors by telephone conferencing or other remote communication such as Microsoft Teams or Zoom provided that the following are met:

- (a) the identity of the person communicating remotely can be verified;
- (b) measures are in place so that the remote caller is able to participate in and hear the proceedings; and
- (c) votes or action by means of remote communication are recorded.

If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

Section 17. Electronic Voting. Electronic voting is permitted.

## **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 or she shall preside at all meetings of the Association and of the Board of Directors. He or she 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 or she may in his or her 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 or her 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 or her 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 or she shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he or she 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 or she 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 or her 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 General Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. Such accounts and all other Association records shall be open for inspection by the Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Owner at least once a year a financial statement, the contents of which shall be defined by the Association. Except if opted out, as permitted by the Act, by a majority of the Owners on an annual basis by vote conducted in the manner provided in Article VIII above, the books, records, and financial statements shall be independently audited or reviewed by a certified public accountant, as defined in Section 720 of the Occupational Code, 1980 PA 299, as amended from time to time. 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 audit and 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 volunteer director or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended ("Nonprofit Corporation Act"), shall be personally liable to the corporation or its members for money damages for any action taken or any failure to take any action as a director or volunteer officer; provided that the foregoing shall not eliminate or limit the liability of a director or volunteer officer for any of the following: (i) the amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled; (ii) intentional infliction of harm on the corporation, its shareholders, or members; (iii) a violation of section 551(1) of the Nonprofit Corporation Act; (iv) an intentional criminal act; and, (v) a liability imposed under section 497(a) of the Nonprofit Corporation Act. If the Nonprofit Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to

the fullest extent permitted by the amended Nonprofit Corporation Act. No amendment or repeal of this Section shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

Section 2. Assumption of Liability of Volunteers. The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer if all of the following apply: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith; (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) 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 under section 3135 of the insurance code of 1956, 1956 PA 218, being section 500.3135 of the Michigan Compiled Laws.

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 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 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 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 Owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless as otherwise provided in Section 90a of the Act. No amendment to these Bylaws prior to the expiration of the Construction and Sales Period may be adopted or implemented without the written consent of the Developer.

Section 4. By Developer. In addition to the rights of amendment provided to Developer in the Master Deed, these Bylaws may be unilaterally amended by the Developer during the Construction and Sales Period without the consent of any Owner, mortgagee or any other person, so long as any such amendment does not materially and adversely alter or change the right of an Owner or mortgagee.

Section 5. 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 6. 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 Condominium irrespective of whether such persons actually receive a copy of the amendment.

Section 7. Township Approval. The Condominium is being developed in accordance the PUD Agreement. Accordingly, notwithstanding anything to the contrary contained in these Bylaws, any amendment to these Bylaws that would be inconsistent with the provisions of the PUD Agreement shall require the prior approval of the Township.

## **ARTICLE XVII COMPLIANCE**

The Association and all present or future Owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium 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 an Owner shall entitle the Association or another Owner or 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 Owner or Owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Owner be entitled to recover such attorney 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 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 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 Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors. No fine may be assessed unless in accordance with the provisions of Article XX of these Bylaws.

Section 5. Non-waiver of Right. The failure of the Association or of any 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 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 Owner or 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 Condominium Documents. An 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. An Owner may maintain an action against any other 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 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 Owner. Such 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 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, 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 Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said 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 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 Owner be required to appear less than 10 days from the date of the Notice. The offending 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 Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred and shall notify the Owner within ten (10) days of its decision. The Board's decision is final.

Section 3. Fine Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Owner or upon the decision of the Board as recited above, fines shall be levied in such amounts as determined by the Board of Directors from time to time. Initially, subject to revision by the Board of Directors, fines shall be as follows:

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

(b) Second Violation. One Hundred Dollar (\$100.00) fine.

(c) Third Violation. Two Hundred Dollar (\$200.00) fine.

(d) Fourth Violation and Subsequent Violations. Three Hundred Dollar (\$300.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Owner and shall be due and payable together with the regular Condominium

assessment installment on the first day of the next following month. Failure to pay the fine will subject the Owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XIX of these 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.

## MASTER DEED

### THE PENINSULA OF TULLAMORE

#### OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. \_\_\_\_

**THIS MASTER DEED** is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2025 by **TRIDENT-CREST III L.L.C.**, a Michigan limited liability company (“**Developer**”), whose address is 3400 E. Lafayette, Detroit, Michigan 48207 pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the “**Condominium Act**”).

Developer desires by recording this Master Deed, together with the Condominium Bylaws attached as Exhibit A, and the Condominium Subdivision Plan attached as Exhibit B, to establish the real property described in Article II of this Master Deed, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium under the provisions of the Condominium Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish The Peninsula of Tullamore as a Condominium under the Condominium Act and does declare that The Peninsula of Tullamore shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, 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 that it expressly designates as such in writing, and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

#### ARTICLE I TITLE AND NATURE

The Condominium shall be known as The Peninsula of Tullamore, Oakland County Condominium Subdivision Plan No. \_\_\_\_\_. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium

Subdivision Plan attached as Exhibit B hereto. Each Unit is a separate building site, designed to contain a single residence and other improvements for dwelling purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a General Common Element roadway. Each Owner in the Condominium shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Owners the Common Elements of the Condominium as are designated by the Master Deed.

## ARTICLE II LEGAL DESCRIPTION

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

Land in the Charter Township of Oxford, Oakland County, Michigan, described as follows:

**[INSERT LEGAL DESCRIPTION]** CONTAINING \_\_\_ ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO THE PUD AGREEMENT, THE DECLARATION, ALL EASEMENTS, RESTRICTIONS AND AGREEMENTS OF RECORD, ZONING ORDINANCES AND ALL GOVERNMENTAL LIMITATIONS.

**TAX PARCEL NO.** \_\_\_\_\_.

## ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibit A and Exhibit 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 Peninsula of Tullamore Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Peninsula of Tullamore 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. “**Association**” means The Peninsula of Tullamore Association, which is the nonprofit corporation organized under Michigan law of which all Owners shall be members. The Association shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to the Owners by the Condominium Documents or Michigan law.

Section 2. “**Builder**” means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980 as amended, and who acquires title to one or more Units in the Condominium for the purpose of constructing a dwelling on the Unit and subsequently selling the Unit and dwelling to a homebuyer.

Section 3. “**Bylaws**” means Exhibit A hereto, being the Bylaws setting forth the

substantive rights and obligations of the 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**”, where used without modification, means both the General and Limited Common Elements described in Article IV hereof and does not refer to Units or improvements located within Units unless otherwise set forth in this Master Deed.

Section 5. “**Common Facilities**” means the “Common Facilities” identified and described in Section 4.03 of the Declaration, which include, without limitation, the Roads, Entranceways, Entranceway and Greenbelt Improvements, Open Space, Conservation Easement Areas, Greenbelt and Berm Areas, Pathways, Storm Drainage Facilities and Recreational Facilities. Some of the Common Facilities are located in the adjacent condominium, The Village of Tullamore. Pursuant to the Declaration, the Community Association is responsible for the care, management, maintenance, operation, inspection, repair and replacement of the Common Facilities, the costs and expenses of which are apportioned on equal basis to the residential units in the Condominium and The Village of Tullamore. For the avoidance of doubt, Common Facilities do not include Sidewalks for which an Owner is responsible pursuant to Article IV, Section 2(a)(1).

Section 6. “**Community Association**” means the Tullamore North Association, a Michigan nonprofit corporation established by the Developer pursuant to the Declaration to govern the Tullamore North Community of which the Condominium is a part.

Section 7. “**Condominium**” means The Peninsula of Tullamore as a Condominium established in conformity with the provisions of the Condominium Act.

Section 8. “**Condominium Act**” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Master Deed or its exhibits conflicts with any provisions of the Condominium Act, or if any provision required by the Condominium Act is omitted, then the provisions of the Condominium Act are incorporated by reference and shall supersede and cancel any conflicting provision.

Section 9. “**Condominium Documents**” means this Master Deed, the Condominium Bylaws, the Condominium Subdivision Plan, the Association’s Articles of Incorporation and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 10. “**Condominium Premises,**” “**Condominium Property,**” or “**Property,**” means and includes the land described in Article II above and all easements, rights and appurtenances belonging to the Property.

Section 11. “**Condominium Subdivision Plan**” means Exhibit B hereto.

Section 1. “**Conservation Easement Agreement**” means that certain Agreement for Conservation Easement between Developer and the Michigan Department of Environmental Quality dated September 13, 2005, and recorded on November 16, 2005, in Liber 36625, Page 774, Oakland County Records, as modified pursuant to the requirements of the EGLE Permit by

Modification of Conservation Easement between Developer and EGLE to be recorded in Oakland County Records. The Tullamore North Community, including the Condominium Property and all Co-owners and Occupants, is subject to the Conservation Easement Agreement.

Section 12. “**Conservation Easement Areas**” means the areas of the Condominium Property that are subject to the restrictions and limitations of the Conservation Easement Agreement.

Section 13. “**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 for two (2) years after the date on which Developer or Developer’s designated Builder has conveyed the last of the Units in the Tullamore North Community.

Section 14. “**Declaration**” means the Declaration of Easements, Covenants, Conditions and Restrictions established by the Developer, dated \_\_\_\_\_, 2025, and recorded in Liber \_\_\_\_\_, Page \_\_\_\_\_, Oakland County records, which governs Tullamore North (including the Condominium).

Section 15. “**Developer**” means Trident-Crest III L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however and wherever such terms are used in the Condominium Documents. Developer as used herein shall not, however, include the term “Successor Developer” as defined in Section 135 of the Condominium Act. All development rights reserved to Developer in the Condominium Documents are assignable in writing, provided, however, that conveyances of Units by Developer, including the conveyance of Units to a “successor developer” pursuant to Section 135 of the Condominium Act, shall not serve to assign Developer’s development rights unless the instrument of conveyance expressly so states. Any assignment of the Developer’s rights under this Master Deed may include or exclude specific rights and may be subject to such conditions and limitations as Developer may impose in its sole and absolute discretion.

Section 16. “**Development Rights**” means the Developer’s rights to develop the Condominium as distinguished from the Developer’s rights as an Owner of one or more Units. Development Rights include, by way of illustration but not limitation, all rights (i) arising from the Condominium Act, or any other source, but subject to the Condominium Documents, (ii) to develop the Condominium, (iii) to maintain offices and signs on the Condominium, (iv) to use the Condominium, including all easements and similar rights, for purposes related to its development and that of any adjacent land, and (v) to amend the Condominium Documents.

Section 17. “**Easements**” means all easements affecting the Condominium Premises, including without limitation all easements granted, reserved, provided for, declared or created pursuant to or in accordance with the terms and provisions of this Master Deed.

Section 18. “**EGLE**” means the Michigan Department of Environment, Great Lakes and Energy.

Section 19. “**EGLE Permit**” means Permit WRP045429 issued by EGLE’s Water

Resources Division to Declarant with respect to certain wetlands within the Property.

Section 20. “**Entranceway and Greenbelt Improvements**” means the Entranceways and any Entranceway monuments and other signage, boulevard medians, landscaping, irrigation systems and related improvements located at or within the Entranceways, any perimeter landscaping and irrigation systems installed within the Greenbelt and Berm Areas and such other improvements as may be installed in or at the Entranceways or in the Greenbelt and Berm Areas.

Section 21. “**Entranceways**” means the entranceways to the Tullamore North Community from E. Drahner Road and Oxford Lake Drive, as identified on the Final Site Plan.

Section 22. “**Final Site Plan**” means the final site plan for the Tullamore North Community attached to the Declaration as Exhibit B, which has been approved by the Township.

Section 23. “**First Annual Meeting**” means the initial meeting at which non-developer Owners are entitled to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer’s sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 24. “**Greenbelt and Berm Areas**” means the Greenbelt and Berm Areas along E. Drahner Road, as identified on the Final Site Plan.

Section 25. “**Occupant**” means any Person from time to time entitled to use and occupy any portion of a Unit under a right of ownership, lease, sublease, license or similar agreement.

Section 26. “**Owner**” or “**Co-owner**” means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination of the foregoing who or which owns one or more Units. The term “Owner,” wherever used, shall be synonymous with the term “Co-Owner.” Developer is an Owner so long as Developer owns one or more Units. Both land contract vendors and vendees shall be considered Owners and shall be jointly and severally liable for all obligations and responsibilities of Owners under the Condominium Documents and the Condominium Act. “Owner” or “Co-Owner” shall not include a mortgagee of a Unit, unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. If more than one person or entity owns an interest in fee simple title to any Unit, the interests of all such persons collectively shall be that of one Owner.

Section 27. “**Open Space**” means all Open Space in the Tullamore North Community, as identified in the PUD Agreement and identified on the Final Site Plan which include without limitation all wetlands that are subject to the Conservation Easement Agreement, wetland buffer areas, and the other natural and landscaped areas that are part of the Open Space. The Condominium includes Open Space and all improvements and structures therein as shown on the Condominium Subdivision Plan.

Section 28. “**Pathways**” means the pedestrian and non-motorized vehicular pathway

system located within the Open Space, and the eight (8') foot wide path that is contiguous to E. Drahner Road, as shown on the Final Site Plan.

Section 29. **“Percentage of Value”** means the percentage assigned to each Unit in this Master Deed. The percentages of value of all units total one hundred percent (100%). Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Condominium Act.

Section 30. **“Person”** means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination of the foregoing.

Section 31. **“PUD Agreement”** means the Residential Planned Unit Development Agreement executed between Trident-Crest III L.L.C. and the Charter Township of Oxford, dated \_\_\_\_\_, 2025, and any amendments thereto. The PUD Agreement applies to the Tullamore North Community, which includes the Condominium and The Village of Tullamore condominium.

Section 32. **“Recreational Facilities”** means the trails and gathering areas, sport courts and lake access community docks providing access to Ploss Lake and Tullamore Lake, as identified on the Final Site Plan, and any other facilities constructed for the beneficial use of all Persons owning dwellings in the Tullamore North Community.

Section 33. **“Roads”** means the private roads within the Condominium Property as shown on the Plan.

Section 34. **“Sanitary Sewer Lines”** means the sanitary sewer lines that constitute a part of the sanitary sewer system located within the Condominium Property, as identified on the Township-approved engineering plans for the Condominium Property, up to the point of lateral connection to Units.

Section 35. **“Sidewalks”** means the five (5') foot wide sidewalks, installed parallel to the Roads within the Units or within the right of way of the Roads.

Section 36. **“Storm Drainage Facilities”** means all storm drainage and retention/detention facilities located within the Condominium Property or within easements for the benefit of the Condominium Property, including but not limited to the detention basin, forebay and all storm sewer lines, manhole covers, storm drainage grates and drainage swales, as identified on the Township-approved engineering plans for the Tullamore North Community.

Section 37. **“Telecommunications”** means wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for marketing services, as may be necessary, convenient or desirable to provide for telecommunications, data, videotext, broad band cable, satellite dish, fiber optic service, earth antenna and similar services.

Section 38. **“The Village of Tullamore”** means the residential condominium adjacent to the Condominium that is also part of the Tullamore North Community.

Section 39. **“Township”** means the Charter Township of Oxford, Michigan.

Section 40. “**Transitional Control Date**” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 41. “**Tullamore North Community**” means the residential community established by Developer pursuant to the Declaration, known as “Tullamore North,” which consists of the Condominium and The Village of Tullamore.

Section 42. “**Unit**” or “**Condominium Unit**” each mean the space constituting a single complete Unit in the Condominium as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term “Condominium Unit” as defined in the Condominium Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located, and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Section 43. “**Utilities**” means the electrical transmission mains and wiring, the street lighting system, the Telecommunications systems, and natural gas distribution system throughout the Property up to the point of lateral connection to Units.

Section 44. “**Water Lines**” means the water lines that are a part of the water distribution systems located within the Property, as identified on the engineering plans for the Property which have been approved by the Township up to the point of lateral connection to Units.

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**

Section 1. Common Elements. The Common Elements of the Condominium as described herein and on the Condominium Subdivision Plan, are as follows:

(a) General Common Elements. The General Common Elements are:

(1) Land. The land described in Article II of this Master Deed, other than that portion identified as Condominium Units including, without limitation, the Roads, Entranceway and Greenbelt Improvements, Open Space, Conservation Easement Areas, Greenbelt and Berm Areas, Pathways, Sidewalks, Storm Drainage Facilities and Recreational Facilities, and all easements upon or over Units, in each case as depicted on the Condominium Subdivision Plan.

(2) Electrical, Gas, Water and Sanitary Sewer. The electrical, gas, water, and sanitary sewer systems throughout the Condominium up to but not including the service lateral for each Unit. The electrical system includes the street lighting system serving the Condominium.

(3) Irrigation. The irrigation system throughout the Condominium, including all lines, valves, timers, heads and related equipment.

(4) Beneficial Easements. Unless otherwise dedicated to the Township or other public entity, all easements referenced in Article VII hereof, created herein or created after the recording hereof which benefit the Condominium as a whole.

(5) Cluster Mailbox Kiosks. The cluster mailbox kiosks shown on the Plan.

(6) Telecommunications. The Telecommunications system, if any, and when it may be installed, up to, but not including lateral connections to provide service to individual Units.

(7) Other. All other elements and improvements contained within or appurtenant to the Condominium, which are not designated as General or Limited Common Elements, which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the Telecommunications facilities, if any, described above (“utility systems”) may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility systems, shall be General Common Elements only to the extent of the Owners’ interest in such utility systems, if any, and neither the Developer nor the Association makes any warranty with respect to the nature or extent of such interest, if any.

(b) Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(1) Utilities. The electrical, gas, water and sanitary sewer laterals that may be located outside the boundaries of the Unit they serve are Limited Common Elements appurtenant to the Unit they serve.

(2) Driveway Approaches. The driveway approaches to each Unit, to the extent located outside the boundaries of the Unit they serve are Limited Common Elements appurtenant to the Unit they serve.

Section 2. Responsibilities. Subject at all times to the Association’s exclusive right and obligation to control and approve the exterior appearance of all dwellings, the respective responsibilities for the maintenance, decoration and replacement of the Common Elements, Units, dwellings and other improvements within Units are as follows:

(a) Owner Responsibilities.

(1) Units and Limited Common Elements. Each Unit Owner shall have sole responsibility for, and shall bear and pay all costs of insurance, maintenance, decoration, repair and replacement of: (1) the Owner’s dwelling and all structures and improvements located within or upon the Owner’s Unit including, without limitation, all lawns, landscaping, driveways, walkways, and snow removal from driveways and walkways; (2) the Sidewalk between the

Owner's Unit and the edge of the street pavement (including, but not limited to, removal of snow and ice); (3) the surface of all easement areas on such Owner's Unit, except as otherwise provided in this Master Deed, the Bylaws or the Declaration. The exterior appearance of all improvements within the Units, to the extent visible from any other Unit in the Condominium, shall be subject at all times to the reasonable aesthetic and maintenance standards prescribed by the Association in the Bylaws, in duly adopted rules and regulations, and Township ordinances. Each Owner's responsibility shall include, without limitation, the maintenance, decoration, repair and replacement of all decks, patios and landscaping located within the boundaries of a Unit and the lawn area and landscaping, if any, lying between the Road and the Owner's Unit, and the Owner's irrigation system, if any, that services that area. Each Unit Owner is responsible to maintain the finish grade of such Owner's Unit as established by the builder of the Owner's dwelling.

(2) Utility Services. All costs of separately metered and billed electricity, water, sewer, gas, telephone, internet, cable television and any other utility services shall be borne by the Owner of the Unit to which such services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority and the Association shall have no responsibility therefor.

(3) Owner Additions, Improvements and Modifications. Any Owner additions, improvements or modifications to the Unit owned, whether or not approved by the Association, shall not be considered Limited or General Common Elements and shall be the complete responsibility of that Owner. Should the Association require access to any Common Elements that requires moving or destroying of all or part of any such additions, improvements or modifications, all costs, damages, and expenses involved in providing access and restoring the additions, improvements or modifications shall be borne by that Owner.

(4) Owner Damage to Common Elements. The cost of repairing damage to a Common Element caused by an Owner, or by a family member, guest or invitee of an Owner, shall be assessed against the Owner. The Association may incur such costs and charge and collect them from the responsible Owner in the same manner as an assessment in accordance with Article II of the Condominium Bylaws.

(5) Repair to Association Specifications. All maintenance, repair and replacement undertakings by each Owner with respect to the exterior of the Owner's dwelling are subject to the Association's mandatory prior written approval and control with respect to color, style, timing, material and appearance. Further, all maintenance, repair and replacement shall be performed in compliance with all applicable municipal, State and federal codes and regulations.

(b) Association Responsibilities.

(1) General Common Elements. Unless otherwise expressly provided in the Condominium Documents, the Association shall be obligated to maintain, repair and replace all General Common Elements that are not the Community Association's responsibility pursuant to the Declaration and to pay all costs associated with such maintenance, repair and replacement as expenses of administration.

(2) No Obligation as to Units. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to the Units, or dwellings and their appurtenances located within the Units. In order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings constructed within any Unit boundaries and their appurtenances as it may deem appropriate, but nothing herein contained shall compel the Association to undertake such responsibilities. Additional maintenance assessments may also be levied for individual Units requiring additional expenditures by the Association. As of the date of this Master Deed, the Association will be entering into a single trash removal service for the entire Condominium.

(3) Unauthorized Repairs. The Association shall not be obligated to reimburse any Owner for repairs made or contracted for by the Owner. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by a management company hired by the Association.

(c) Maintenance of Common Facilities. Pursuant to the Declaration, the Community Association is responsible for the care, management, maintenance, operation, inspection, repair and replacement of the Roads, Entranceway and Greenbelt Improvements, Open Space, Conservation Easement Areas, Greenbelt and Berm Areas, Pathways, Storm Drainage Facilities and Recreational Facilities in the Tullamore North Community. The Community Association is also responsible for maintenance, repair and replacement of the Sidewalks in the Condominium that are not the responsibility of an Owner pursuant to Article IV, Section 2(a)(1) and for grass mowing and weed control adjacent to such Sidewalks. The costs of such care, management, maintenance, operation, inspection, repair and replacement of Common Facilities shall be allocated to the Condominium and The Village of Tullamore pursuant to the Declaration. All such costs allocated to the Condominium are expenses of administration of the Condominium. The Roads in the Tullamore North Community are private and will be maintained (including snow removal), repaired and replaced by the Community Association not the Road Commission of Oakland County or any other governmental agency. Without limiting the foregoing, the Community Association is responsible for keeping the Roads in good, clean, and safely passable condition at all times, repairing potholes and cracks, sealing, resurfacing, maintenance and reconstruction, as needed. This includes regularly sweeping and clearing debris from the road, conducting annual inspections and surface repairs, and removing snow or ice, as necessary. It is the Community Association's responsibility to inspect and to perform preventive maintenance of the Roads on a regular basis in order to maximize the Roads' useful life and to minimize repair and replacement costs. With regard to all Utilities and Storm Drainage Facilities in the Tullamore North Community, the Community Association shall perform the following obligations: maintenance of Road drainage and Storm Drainage Facilities; maintenance of unobstructed vision at any Road intersection; annual dust control; and regular cutting of weeds and grass within the Road and Storm Drainage Facilities. The Community Association may establish a reserve fund or other assessment, or both, in accordance with Declaration for the purpose of satisfying the Community Association's obligations with respect to the Roads and other Common Facilities. The provisions contained in this Article IV, Section 2(c) shall not be amended in any way without the prior written consent of the Township.

(d) Development, Operation and Maintenance of the Condominium subject to the PUD

Agreement, the Declaration and Township Ordinances. Notwithstanding anything to the contrary in this Master Deed, or in the Bylaws (attached as Exhibit A) or Condominium Subdivision Plan (attached as Exhibit B), all aspects of the development, operation and maintenance of the Condominium shall be subject to the PUD Agreement, the Declaration and all Township ordinances as provided in the PUD Agreement. In the event the Association or the Community Association has failed to adequately perform its obligations, repair and maintenance obligations for Common Facilities servicing Tullamore North Community, the obligations shall continue to run with the land described in this Declaration, and shall be binding on, and are the obligations of, the Owners and their heirs, successors and assigns. Pursuant to Section 11.03(b) of the Declaration, the Township has the right, but not the obligation, to undertake the repair and/or maintenance of any Common Facility within the Tullamore North Community that is not being maintained adequately, and to assess the cost of such repair and/or maintenance, including legal fees and an administrative fee, to the Owners of residential units within the Tullamore North Community, including the Owners of Condominium Units, on an equitable basis. In addition to the Township's rights, if any, under applicable Township ordinances, the Declaration and/or the PUD Agreement, in the event that the Association fails to carry out its responsibilities and obligations to maintain, repair and replace the Common Elements pursuant to this Master Deed, the Township shall have the right, but not the obligation, to serve notice on the Association, setting forth the deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, which shall be not less than thirty (30) days. The notice shall also set forth the subsequent date, time and place of a hearing before the Township Board or such other board, body or official designated 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, repairs, and/or replacement which is not being performed. At the hearing the Township Board or its designee may take such action to extend the time for curing the deficiencies, and the date of the hearing itself may be extended and/or continued to a date certain at the discretion of the Township Board, acting reasonably. If following the hearing the Township Board or the board, body or official designated to conduct the hearing shall determine that the maintenance, repairs, compliance and/or preservation have not been completed within the time specified in the notice, the Township shall have the power and authority, but not the obligation, to enter upon the applicable portion of the Property or cause its agents or contractors to enter upon the applicable portion of the Property as determined by the Township Board in its reasonable discretion, and to perform such maintenance, repairs, preservation or other action necessary to bring into compliance as reasonably found by the Township to be appropriate. The cost and expense of making and financing such maintenance, repairs, preservation and/or compliance, including the cost of the notices by the Township and the reasonable legal fees incurred by the Township, plus an administrative fee in the amount of twenty-five (25%) percent of all the total costs and expenses so incurred, shall be paid by the responsible party, whether it is the Community Association, the Association, The Village of Tullamore Association, Developer or an Owner or Owners, and such amount shall constitute a lien upon the applicable portions of the Condominium Property as determined by the Township in its reasonable discretion. If such costs and expenses have not been paid within thirty (30) days of a billing to the designated responsible party, all unpaid amounts may be placed on the delinquent tax roll of the Township as to the applicable portions of the Condominium Property as determined by the Township in its reasonable discretion, and shall accrue interest and penalties and shall be collected as, and deemed to be 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

also be collected by suit initiated against the responsible party, whether it is the Community Association, the Association, The Village of Tullamore Association, Developer or an Owner or Owners, and, in such event the responsible party, whether it is the Community Association, the Association, The Village of Tullamore Association, Developer or an Owner or Owners, shall pay all court costs and reasonable attorney's fees incurred by the Township in connection with such suit. The provisions contained in this Article IV, Section 2(d) shall not be amended in any way without the prior written consent of the Township.

(e) Tullamore, Ploss and Mud Lakes. Tullamore Lake is part of the Recreational Facilities and is located entirely within the Tullamore North Community. Pursuant to the Master Declaration, all costs of maintaining Tullamore Lake shall be allocated to and paid by the Owners in the Condominium and the Co-owners of The Villages of Tullamore. The Tullamore North Community includes only portions of Ploss Lake and Mud Lake, both of which have other lakefront property owners. All costs of maintenance, repair and replacement of Tullamore, Ploss and Mud Lakes incurred by the Association, and all such maintenance, repair and replacement costs incurred by the Community Association and apportioned to the Condominium, are expenses of administration of the Condominium.

(f) Landscape Boulder Wall; Other Unusual Expenses. The Association shall maintain, repair and replace the landscape boulder wall that is located at the rear of Units 22, 23, 24, 25, 28, 29 and 30 and the costs thereof shall be assessed equally to the Co-owners of Units 22, 23, 24, 25, 28, 29 and 30. Any other unusual expenses benefiting less than all the Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, shall be specifically assessed against the Unit or Units involved in accordance with Section 69 of the Condominium Act.

## **ARTICLE V USE OF UNITS AND COMMON ELEMENTS**

No Owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, the Declaration, the PUD Agreement, zoning and other ordinances of the Township, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any Owner in the use and enjoyment of their Unit or the Common Elements. No Owner shall be entitled to alter any General Common Elements or construct or install any improvements, fixtures or other structures on, in or to any General Common Elements, without the prior written approval of Developer during the Construction and Sales Period and the Association and/or Community Association thereafter.

## **ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

Section 1. Condominium Unit Description. The Condominium has sixty-two (62) Units, each of which is described in this paragraph with reference to the Condominium Subdivision Plan as prepared by Professional Engineering Associates, Inc., 1849 Pond Run, Auburn Hills, Michigan 48326. Each Unit shall consist of the land contained within the Unit boundaries as shown on the Plan and delineated with heavy black lines. Any structure, improvements or driveways constructed on any Unit shall be built in accordance with the requirements of this Master Deed

and its exhibits, and in accordance with the requirements of applicable governmental authorities including the Township. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan.

Section 2. Calculation of Percentage of Value. The Developer has determined that the comparative characteristics of the Units in the Condominium are equal and that the percentages of value shall be based upon a formula which divides one hundred percent (100%) by the number of Units in the Condominium. The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each Owner in the common proceeds and common expenses of the administration (subject to the assignment of costs and expenses as reflected in Article IV of this Master Deed and Article II of the Condominium Bylaws) and the value of such Owner's vote at meetings of the Association and the undivided interests of the Owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%).

## **ARTICLE VII EASEMENTS, RESTRICTIONS RESERVATIONS, AND OTHER AGREEMENTS**

Section 1. Easements Established Pursuant to the Declaration. The Condominium is subject to certain easements established Section 3.01 through 3.08 of the Declaration, which are incorporated into this Master Deed by this reference. Among other things, the Declaration grants the Owners of Units in the Condominium and the co-owners of units in The Village of Tullamore condominium non-exclusive easements (a) to tie into and utilize the Water Lines, Sanitary Sewer Lines and Utilities located within the Tullamore North Community, (b) to tie into and utilize the Storm Drainage Facilities located within the Tullamore North Community, (c) on, over, through and across the Open Space within the Tullamore North Community for open space and passive recreational use, (d) on, over, through and across the Pathways and Sidewalks within the Tullamore North Community for pedestrian and non-motorized vehicular use, (e) for vehicular and pedestrian access on, over, through and across the Roads and Entranceways within the Tullamore North Community and (f) for access to and use of the Recreational Facilities within the Tullamore North Community.

Section 2. Community Association Responsibilities with respect to the Common Facilities. Pursuant to the Declaration, and as described above in Article IV, Section 2(c), the Community Association is responsible for the care, management, maintenance, operation, inspection, repair and replacement of the Common Facilities, which include but are not limited to the Roads, Entranceways, Entranceway and Greenbelt Improvements, Open Space, Conservation Easement Areas, Greenbelt and Berm Areas, Pathways, Storm Drainage Facilities and Recreational Facilities in the Tullamore North Community. All costs and expenses incurred by the Community Association with respect to the Common Facilities that are allocated pursuant to the Declaration to the Condominium and its Co-owners are expenses of administration of the Condominium.

Section 3. Requirements imposed by the Conservation Easement Agreement. The purpose of the Conservation Easement Agreement is to protect the functions and values of the wetlands located in the Conservation Easement Areas consistent with the EGLE Permit. Among other things, the Conservation Easement Agreement requires that the Conservation Easement Areas be maintained in their natural and undeveloped condition. The Conservation Easement Areas boundaries are identified by signs or other suitable markings (collectively, “**Markings**”). The Community Association shall, in the first instance, maintain, repair and replace the Markings throughout the Condominium Property. The obligation to maintain the Markings and Conservation Easement Areas runs with the land and, therefore, is an obligation that is shared by the Community Association, The Village of Tullamore condominium association and its co-owners, the Condominium Association and all Owners. If the Community Association fails either to adequately perform any obligations of the “Grantor” under the Conservation Easement Agreement, those obligations shall continue to run with the land described in the Declaration, and shall be binding on, and are the obligations of, the Condominium Association, the Owners, The Village of Tullamore condominium association and its co-owners, and their respective heirs, successors and assigns. The Conservation Easement Agreement prohibits the following activities in the Conservation Easement Areas:

- (a) Alteration of the topography;
- (b) Creation of paths, trails or roads;
- (c) Placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
- (d) Dredging, removal, or excavation of any soil or minerals;
- (e) Drainage of surface or groundwater;
- (f) Construction or placement of any structure;
- (g) Plowing, tiling, or cultivating the soils or vegetation;
- (h) Alteration or removal of vegetation, including the planting of non-native species;
- (i) Ranching, grazing or farming;
- (j) Construction of unauthorized utility or petroleum lines;
- (k) Storage or disposal of ash, garbage, trash, debris, abandoned equipment or accumulation of machinery, bio-solids or other waste materials, including accumulated vegetative debris such as grass clippings, leaves, yard waste, or other material collected and deposited from areas outside the Conservation Easement Areas;
- (l) Use or storage of automobiles, trucks, off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
- (m) Placement of billboards or signage, except as otherwise allowed in the Conservation Easement Agreement;

(n) Use of Conservation Easement Areas for the dumping of untreated stormwater or the directing of treated stormwater to the Conservation Easement Areas at a volume that adversely impacts the hydrology of the wetland; and

(o) Cutting down, destroying, or otherwise altering or removing trees, tree limbs, shrubs, or other vegetation, whether living or dead, except with the written permission of EGLE, expressly for the removal of trees or limbs to eliminate danger to health and safety; to reduce a threat of infestation posed by diseased vegetation; or to control invasive non-native plant species that endanger the health of native species.

Section 4. Developer's and Association's Right to Grant Easements. Developer reserves the right and power 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 and power thereafter to grant easements over, or dedicate, portions of any of the Common Elements for utility, drainage, street, safety, conservation or construction purposes, and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All persons acquiring any interest in the Condominium, including without limitation all Owners and mortgagees of Units shall be deemed to have appointed the Developer and its successors and assigns as agent and attorney-in-fact to make such easements or transfers of title. After the Construction and Sales Period, the rights and powers contained in this Section may be exercised by the Association. Upon the Transitional Control Date all obligations of Developer under the Condominium Documents shall be transferred to and be assumed by the Association; provided, however, that notwithstanding such transfer Developer shall retain all rights and powers specifically reserved to the Developer in the Condominium Documents including but not limited to all rights and powers that exist until the expiration of the Construction and Sales Period

Section 5. Easements for Maintenance, Repair and Replacement. The Developer, Association, the Township, its contractors, agents, successors, assigns and transferees, and all public and 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 inspection, maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium.

Section 6. Utility and Other Easements. Easements for the construction, installation and maintenance of Utilities and franchise utilities (including electric, gas, telecommunications, cable/fiber, and similar services), Water Lines, Sanitary Sewer Lines and Storm Drainage Facilities, are reserved as shown on the Condominium Subdivision Plan. The Storm Drainage Facilities are established to assure the perpetual functioning of the storm water drainage system across the Condominium and the Tullamore North Community as described in the Declaration. The Condominium is also subject to a general easement for the natural flow of surface water drainage from The Village of Tullamore. Within all of the foregoing easements, unless the necessary approvals are obtained from the Township and any other appropriate municipal authority, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities,

including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the Easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by anyone in the finished grade of the Condominium once established by the Developer upon completion of construction thereon.

Section 7. Easement for Maintenance of Dwelling Exteriors. There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units in the Condominium, for access to the Units and the exterior of each of the residential dwellings constructed within the Condominium to permit the maintenance, decoration, repair and replacement thereof in accordance with provisions of Article IV, Section 2(b)(2) hereof, to the extent any such obligations are undertaken by the Association. It is a matter of concern that an Owner may fail to properly maintain their Unit, dwelling or any Common Elements for which the Owner is responsible in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, in the event an Owner fails to properly and adequately maintain, decorate, repair or replace the exterior of the Owner's dwelling or any improvements or appurtenances located within the Owner's Unit, or any Common Elements for which the Owner is responsible, the Developer or the Association, as the case may be, shall have the right (but not the obligation) and all necessary easements in furtherance thereof after seven (7) days prior written notice to the Owner (which notice can be waived in cases of real and present danger to the health, safety or welfare of the Owners, other dwellings, Common Elements or the Condominium), to take whatever actions it deems desirable to so maintain, decorate, repair or replace the exterior of the Owner's dwelling, the Owner's Unit, its appurtenances or any of the Common Elements for which the Owner is responsible, all at the expense of the Owner of the Unit. Neither the Developer, the Association nor the Township shall be liable to the Owner of any Unit or any other person in trespass or in any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. Failure of the Developer or the Association to take any such action shall not be deemed a waiver of the Developer's or the Association's right to take any such action at a future time. All costs incurred by the Developer or the Association, as the case may be, in performing any Owner responsibilities as set forth in this Section shall be assessed against such Owner in accordance with Article II of the Condominium Bylaws and shall be immediately due and payable. Further, the lien for nonpayment 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 8. Easements for Encroachment. If any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or change in ground elevations, 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 destruction.

Section 9. Easements for Utilities. There shall be easements to, through and over the entire Condominium, including all Units and Common Elements, for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium.

Section 10. Easements for Emergency, Public Safety and School Purposes. There shall be easements of ingress, egress, and passage over the Roads throughout the Condominium to and in favor of the Township and such other private entities that may be reasonably necessary for municipal services and the access of emergency and public safety and school vehicles, including school buses used for transportation to private institutions. The foregoing easement shall not be construed as a dedication of the Roads to the public.

Section 11. Sales Facilities. The Developer may maintain signs, offices, sales trailers, models and similar sales facilities, materials or structures in the Condominium during the Construction and Sales Period, together with the right to vehicular ingress and egress to such facilities by the Developer, builders, invitees, commercial delivery services and guests. The Developer shall pay all costs directly related to the use of such signs, offices, sales trailers, model units or other facilities, materials or structures, and after such period the Developer shall restore such signs, offices, sales trailers, model units or other facilities in habitable status.

Section 12. Telecommunications Agreements. The Developer during the Construction and Sales Period and thereafter 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 Telecommunication Agreements. 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 to Developer by any Telecommunications or other company or entity for marketing services related to the Condominium shall be the Developer's sole property.

Section 13. Easements for Maintenance of Sanitary and Storm Sewer Systems. The Association, Developer, Oakland County and Oxford Township, and their respective contractors, employees, agents and assigns, are hereby granted a permanent and irrevocable easement to enter in, over, under and through the Common Elements and in, over, under and through each Unit in the Condominium for the purpose of inspecting, improving and maintaining the Sanitary Sewer System and Storm Sewer System, or any portion thereof, including but not limited to those portions located in the Roads. Easements for the Sanitary Sewer System and Storm Sewer System are shown on the Condominium Subdivision Plan attached as Exhibit B. A portion of the Sanitary Sewer System and Storm Sewer System may be located on Units. The Community Association and the Association shall be responsible for maintenance of the Storm Sewer System of the Condominium in accordance with the requirements of the Declaration, this Master Deed and applicable governmental authorities, and the cost of such maintenance shall be assessed to the owners of the Units through the Association as described in the Bylaws. The area of the Condominium that contains any part of the Sanitary Sewer System or Storm Sewer System shall be maintained by the Association in a manner so as to be accessible at all times and shall contain no structures or improvements that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the express written consent of the Oakland County Water Resources Commissioner and Oxford Township (referred to in this Section, collectively, as "grantee"), and grantee's successors, assigns and transferees in, over, under and through the Condominium Property, which easement may not be amended or revoked except with

the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

(a) The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with, any type of sanitary sewer system or water supply system, or related appurtenances, in any size, form, shape or capacity.

(b) The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit for the purposes identified in subsection (a) above.

(c) No Owner in the Condominium shall build or convey to others any permission to build any permanent structures on the said easement.

(d) No Owner in the Condominium shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the right of grantee under the said easement.

(e) The grantee and its agents, contractors and designated representative shall have the right of entry on, and to gain access to, the easement property.

(f) All Owners in the Condominium release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a water supply system drain or a sanitary sewer system or otherwise arising from or incident to the exercise by grantee of its rights under the said easement, and all Owners covenant not to sue grantee for any such damages.

The rights granted to Oxford Township and Oakland County, and their successors and assigns, under this Article VII, Section 13, may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted there under shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

## **ARTICLE VIII CONVERTIBLE AREAS**

Section 1. Convertible Areas. The General Common Elements and all unsold Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which the Units may be expanded, moved, deleted, combined and created. The Developer reserves the right, but not an obligation, to convert the Convertible Areas. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording the original Master Deed, to modify the number, type, size, location, and configuration of any Unit that it owns in the Condominium and to construct amenities within the General Common Elements, the maintenance, repair and replacement of which shall be the administrative expense of the Association, and to make corresponding changes to the Common Elements, subject to the approval of the Township and the requirements of the PUD Agreement and the Declaration. Such modifications may be implemented

by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person. The maximum number of Units in the Condominium may not exceed 62. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium, as determined by Developer in its sole discretion, provided such improvements have first been reviewed and approved by the Township.

Section 2. Amendment of Master Deed. All modifications to the Condominium resulting from or allowed by this Article shall be made by the Developer through amendment(s) to this Master Deed, which amendments may include unilateral adjustments by the Developer in formulas used to determine percentages of value within the Condominium to reflect such changes in the overall makeup of the Unit mix. Any such amendment(s) shall be made solely by the Developer without the necessity of the consent of or execution by any other person now or hereafter interested in the Condominium, whether as owner, mortgagee or otherwise. Nothing herein contained, however, shall in any way obligated Developer to convert the Convertible Areas. These provisions give notice to all Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required. All of the Owners and mortgagees of Units and other persons interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment(s) of this Master Deed as may be necessary to effectuate the foregoing. All such interested persons irrevocably appoint the Developer or its successors or assigns as agent or attorney for the purpose of execution of such amendment(s). Any amendment to the Master Deed that alters the number or type of Units in the Condominium shall, if necessary, readjust the existing percentages of value of Units, and the formulas used to determine them, to preserve a total value of one hundred (100%) percent for the entire Condominium.

Section 3. Township Approval. All changes proposed pursuant to this Article VIII that modify the footprint of any building shown on the Final Site Plan shall require the prior review and approval of the Township. Notwithstanding anything to the contrary, any amendment to this Master Deed and/or its Exhibits (including the Condominium Bylaws and the Condominium Subdivision Plan) that affects the approved Final Site Plan, or any conditions of approval of the Final Site Plan shall not be effective or recordable unless and until approved by the Oxford Charter Township Planning Commission pursuant to Section 13.9(I) of the Township Zoning Ordinance.

## **ARTICLE IX AMENDMENTS**

This Master Deed, the Bylaws and the Condominium Subdivision Plan may be amended as provided in the Condominium Act in the following manner, and the amendment shall be effective upon recordation with the Oakland County Register of Deeds.

Section 1. Amendments Not Requiring Consent. Amendments may be made and recorded by the Developer or by the Association without the consent of Owners or mortgagees if the Amendment does not materially alter or change the rights of an Owner or mortgagee and is for one or more of the purposes stated in Section 4 below.

Section 2. Amendments Requiring Consent. Amendments may be made and recorded by the Developer or by the Association upon being approved by the Owners of a simple two-thirds (2/3rds) of the Units entitled to vote as of the record date for such vote, except as otherwise provided in this Master Deed or the Bylaws. Whenever a proposed amendment would materially alter or change the rights of first mortgagees (as defined in Section 90a(9) of the Condominium Act, as amended, such amendment shall require the consent of not less than two-thirds (2/3rds) of all first mortgagees of record. A first mortgagee shall have one vote for each mortgage held. Such first mortgage approval shall be solicited in accordance with Section 90a of the Condominium Act. Notwithstanding the above, the Condominium Documents may not be amended in any manner to eliminate or conflict with any mandatory provision of the Condominium Act or any applicable law or in any manner that materially reduces or eliminates the Developer's rights without the Developer's written consent.

Section 3. Modification of Units, Common Elements and Percentages of Value. Notwithstanding any other provisions set forth in this Article, the method or formula used to determine the percentages of value of Units in the Condominium may not be modified without the consent of each affected Owner and first mortgagee, except in connection with amendments permitted under Articles VII and VIII above. Additionally, any provision relating to the ability or terms under which the Developer or an Owner may rent a Unit may not be modified without the consent of the Developer up to the time of the Transitional Control Date. An Owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Owner's consent. The Condominium may be terminated only in accordance with Section 50 of the Condominium Act. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act, except pursuant to the reserved rights of the Developer contained in this Master Deed. Consolidation of Units and relocation of boundaries between Units is permitted, but subdivision of Units is prohibited. Any such consolidation or relocation of boundaries shall be in accordance with Section 48 of the Condominium Act. The Owner(s) requesting such consolidation or boundary relocation shall pay for all costs incurred by the Association in preparing and recording the amendment of this Master Deed and shall obtain the prior approval of the Township.

Section 4. Amendments for Secondary Mortgage Market Purposes. The Developer during the Construction and Sales Period, and thereafter the Association, may amend this Master Deed or the Condominium Bylaws to facilitate mortgage loan financing for existing or prospective Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Owners or mortgagees.

Section 5. Developer's Reserved Rights to Amend. Notwithstanding anything to the contrary in the Condominium Documents, but subject to the limitations of Section 3 above, the Developer reserves the right to amend materially this Master Deed or any of its Exhibits for any of the following purposes:

(a) To modify the number, types and sizes of unsold Units and their appurtenant Limited Common Elements, to modify the formula used to determine percentages of value, percentages of value and/or responsibilities for Common Elements in connection with the exercise of rights pursuant to Articles VII or VIII above, and to modify the General Common Elements in the vicinity of unsold Units;

(b) To amend the Condominium Bylaws, subject to any restriction or amendments stated in the Condominium Bylaws;

(c) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws or to correct errors in the boundaries or locations of improvements;

(d) To clarify or explain the provisions of the Master Deed or its Exhibits;

(e) To comply with the Condominium Act or rules promulgated under the Condominium Act or with any requirements or requests of any governmental or quasi-governmental agency or department or any financing institution or entity providing mortgage loans or insuring loans for Units;

(f) To make, define or limit easements affecting the Condominium;

(g) To record as “as built” Condominium Subdivision Plan or Consolidating Master Deed or to designate any improvements shown in Exhibit B as “must be built,” subject to any limitations or obligations imposed by the Condominium Act;

(h) To terminate or eliminate reference to any right that Developer has reserved to itself;

(i) To dedicate certain General Common Elements pursuant to the provisions of this Master Deed;

(j) To provide descriptions and assign responsibility for Common Elements constructed, but not previously described in this Master Deed; and

(k) To make any other amendments specifically described and permitted to the Developer in any provision of this Master Deed.

The foregoing amendments may be made without the consent of Owners or mortgagees. The rights reserved to the Developer may not be amended except by or with the written consent of the Developer. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

Section 6. Township Approval. Article IV, Section 2(c), Article IV, Section 2(d), Article VIII, Section 3 and this Article IX, Section 6 may not be amended without the prior approval of the Township. In addition, and pursuant to Section 13.9(I) of the Charter Township of Oxford Zoning Ordinance, any amendment, restatement, or other change to this Master Deed or

its Exhibits (including the Condominium Bylaws and Condominium Subdivision Plan) that affects the approved Final Site Plan, or any conditions of approval of the Final Site Plan shall be subject to review and approval by the Township Planning Commission prior to recordation and/or effectiveness for zoning compliance purposes. Notwithstanding anything herein to the contrary, without the prior approval of the Township, no amendment of the Master Deed, including the Exhibit A Bylaws and the Exhibit B Condominium Subdivision Plan, is permitted that would purport to modify the Final Site Plan, or any condition(s) of approval of the PUD Agreement or the Final Site Plan.

## **ARTICLE X PUD AGREEMENT AND DECLARATION**

Section 1. PUD Agreement. The development of the Condominium was approved by the Township as provided in the PUD Agreement. This Master Deed, the Condominium and all Units are subject to the PUD Agreement. Any amendments to this Master Deed that conflict with the terms of the PUD Agreement require the prior approval of the Township.

Section 2. Declaration. Developer is developing the Condominium as a part of the Tullamore North Community pursuant to the Declaration. Accordingly, the provisions of this Master Deed shall be subject to the provisions of the Declaration. In addition, notwithstanding anything to the contrary contained in this Master Deed any amendments to this Master Deed which conflict with the terms of the Declaration shall require the prior approval of the Board of Directors of the Community Association.

Section 3. Controlling Document. The PUD Agreement controls in the event of any conflict with the Declaration or this Master Deed. The Declaration controls in the event of any conflict with this Master Deed.

## **ARTICLE XI ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Upon expiration of the Construction and Sales Period, such rights shall transfer automatically to the Association. Any such assignment or transfer prior to such time as the assignment becomes automatic shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds. For avoidance of doubt, upon expiration of the Construction and Sales Period, all responsibilities for administration, operation, and maintenance of the Condominium and its Common Elements/Common Facilities shall rest with the Association and/or Community Association as set forth in the Condominium Documents, subject to the PUD Agreement and Township ordinances.

**[NO FURTHER TEXT ON THIS PAGE]**

Developer has executed this Master Deed as of the day and year first above written.

TRIDENT-CREST III L.L.C.,  
a Michigan Limited Liability Company  
By: Trident Holdings L.L.C., a Michigan limited  
liability company, its manager  
By: Trident Properties, Inc., a Michigan corporation,  
its manager

By: \_\_\_\_\_  
Nico J. Schultz  
Its: Vice President

STATE OF MICHIGAN            )  
                                          ) SS  
COUNTY OF WAYNE            )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2025 by Nico J. Schultz, the Vice President of Trident Properties, Inc., a Michigan corporation that is the Manager of Trident Holdings L.L.C., a Michigan limited liability company that is the Manager of Trident-Crest III L.L.C., a Michigan limited liability company, on behalf of said company.

\_\_\_\_\_  
Print Name:  
Notary Public  
Notary Public, State of Michigan, County of \_\_\_\_\_  
Acting in the County of Wayne  
My Commission Expires: \_\_\_\_\_

Drafted by and when recorded  
return to:

Kevin Kohls  
Kevin Kohls PLC  
P.O. Box 216  
Novi, Michigan 48376-0216  
(248) 921-9223

# THE VILLAGE OF TULLAMORE

## EXHIBIT A

## BYLAWS

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### ARTICLE I ASSOCIATION OF CO-OWNERS

The Village of Tullamore, a residential Condominium located in the Charter Township of Oxford, Michigan, shall be administered by The Village of Tullamore Association, a Michigan nonprofit corporation, hereinafter called the “**Association**”. The Association is responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Declaration, the Condominium Documents, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the 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. Pursuant to the Declaration, Co-owners of Units in the Condominium are also members of the Community Association. Membership in the Association shall be in addition to and independent of a Co-owner’s membership in the Community Association. The Association shall keep current copies of the Declaration, the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium 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 Declaration and the 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. 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 shall constitute expenditures affecting the administration of the Condominium, 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 shall constitute

receipts affecting the administration of the Condominium, 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, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall also be established in the budget and must be funded by regular periodic 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 on a noncumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium 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 an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, 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. 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 repairs and replacements to those existing Common Elements for which the Association has repair or replacement responsibilities, or (c) to provide additions to the Common Elements not exceeding \$15,000 annually for the entire Condominium; 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. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-owner's obligation to pay the allocable share of the common expenses whenever the same shall be determined. In the absence of any annual budget or adjusted budget each Co-owner shall continue to pay each installment at the rate established for the previous fiscal year until notified of any change in the installment payment which shall not be due until at least ten (10) days after such new annual or adjusted budget is adopted.

(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 by the Co-owners 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 \$15,000 for the entire Condominium per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 4 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 no less than 66-2/3% of all Co-owners in number and in value except as hereinafter provided. 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.

(c) Assessments Pursuant to the Declaration. Each Co-owner of a Unit in the Condominium is a member of the Community Association. Pursuant to the Declaration, the Community Association is responsible for the insurance, maintenance, repair and replacement of the Common Facilities of the Tullamore North Community. The Community Association assessments for costs incurred with respect to the Common Facilities shall be levied against the Co-owners of Units in the Condominium and the owners of units in The Peninsula of Tullamore condominium on a uniform basis in accordance with the Declaration. All such assessments levied against the Association or otherwise allocated to Units in the Condominium pursuant to the Declaration are expenses of administration that the Association shall collect from each Co-owner. The default and enforcement provisions contained in these Bylaws shall apply with respect to the collection of all assessments levied by said Declaration. Assessments collected from the Co-owners shall be paid over by the Association to the Community Association on or before the due date established in the Declaration for the payment of such assessments.

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 Co-owners in accordance with the percentage of value assigned to each Unit in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2 above shall be payable by Co-owners in semi-annual installments, 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 \$100 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 from time to time to increase the maximum automatic late charge. The Board of Directors has the right to determine from time to time the payment schedule for assessment installments, and whether the installments are due monthly, semi-annually, quarterly or annually. 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 that 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 attorney 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.

Section 4. Liens for Unpaid Assessments. Sums assessed by the Association which remain unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines (as allowed by the Condominium Documents or the Condominium Act), shall constitute a lien upon the Unit or Units in the Condominium owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit or Units as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record, except that past due assessments which are evidenced by a recorded notice of lien, have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 5. 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 the Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit or by waiver of use or enjoyment of rights reserved in the Master Deed or Declaration.

Section 6. 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 attorney 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. A Co-owner may not withhold or escrow assessments, and may not assert in an answer, or set off to a complaint brought by the Association for nonpayment of assessments, the fact that the Association or its agents have not provided services or management to the Co-owner. 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 serve on committees or as a Director of the Association or to utilize any of the General Common Elements of the Condominium 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, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments, costs and expenses, 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 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 acknowledges that at the time of acquiring title to such Unit, they were notified of the provisions of this subsection and that they 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 ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at their last known address, of a written notice that one or more installments of the annual , additional or special assessment, as the case may be, 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 ten (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 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 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. All expenses incurred in collecting unpaid assessments, including late charges, interest, fines, costs, actual attorney fees (not limited to statutory fees and including attorney fees and costs incurred incidental to bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorney fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner) and, 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 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium that comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder or purchaser acquires title to the Unit (the date of the foreclosure sale), except for claims for a pro rata share of such assessments or changes resulting from a pro rata reallocation of such assessments

or charges to all Units including the mortgaged Unit, and except for claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

Section 8. Developer's Responsibility for Assessments. Notwithstanding any other provision of the Condominium Documents, the Developer shall not be liable for payment of any assessments, general, additional or special, levied by the Association except with respect to Occupied Units owned by the Developer. "Completed Unit" means a Unit for which a Certificate of Occupancy has been issued by the Township building department. "Occupied Unit" shall mean a Completed Unit used as a residence. Developer, however, shall independently pay all direct costs of maintaining Units for which it is not required to pay assessments. Developer is not responsible for Association expenses related to maintenance, repair and use of Units in the Condominium that are not owned by Developer. 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 not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units that are not Completed Units notwithstanding the fact that such incomplete Units may have been depicted in the Master Deed. Further, notwithstanding anything to the contrary with respect to Occupied Units, 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. The Association shall invoice the Developer for expenses for which Developer is obligated under this Section every ninety (90) days. Unpaid expenses owed by the Developer to the Association shall be exempt from, and shall not be subject to, the Association's lien remedies. Any assessments levied by the Association against Developer for purposes other than as permitted by this Section, without Developer's prior written consent, shall be void and of no effect. For purposes of this Section only, the term Developer shall include Builders that are constructing Units for sale to third-party homebuyers.

Developer, or any successor developer, from time to time during the Construction and Sales Period may (but shall have no obligation to) make loans and advances to the Association to enable the Association to fund the payment of its current expenses, insofar as they are in excess of its current revenues because all Units in the Condominium are not yet completed and occupied Units. In the event that the Developer, or any successor developer, does so, it may earn and receive a reasonable rate of interest upon the moneys loaned and advanced which shall not exceed a market rate of interest. Promptly after the Transitional Control Date, the Developer, or any such successor developer, as applicable, shall furnish to the Board of Directors of the Association an accounting for the moneys so loaned and advanced to the Association, the manner of their use and all amounts which the Association repaid prior to the Transitional Control Date for principal or interest in respect of any such loan.

Section 9. 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 10. 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 11. 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 12. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from 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.

### **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. 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 Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount of not less than \$1,000,000, per occurrence), officers' and directors' liability insurance, workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of

the Condominium, as set forth below and such insurance, other than title insurance, shall be carried and administered 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 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 may obtain insurance coverage at his own expense upon his Unit. It shall be each 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 contains appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) Insurance of Common Elements and Fixtures. All Common Elements of the Condominium 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, sewers, roads 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 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 Condominium 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 nature and extent of all changes in coverages. Such coverage shall also include unpainted surface of interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures and equipment within a Unit which were furnished with the 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 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 these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate bank account and distributed to the

Association, and the 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 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium, 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, the Co-owner's Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium. 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.

Section 3. Determination of Primary Carrier. It is understood that there may be overlapping coverage between the Co-owners' policies and those of the Association and/or Community Association, as required to be carried pursuant to this Article. In situations where both coverages/policies are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier. In cases of property damage to the Unit and its contents, or any other Unit, Limited Common Element or other element or property for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association and/or the Community Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed, the Association and/or Community Association's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the Unit or in/upon a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Association and/or Community Association's policy/carrier shall be deemed to be the primary carrier. In all cases where the Association and/or Community Association's policy/carrier is not deemed the primary policy/carrier, if the Association and/or Community Association's policy/carrier contributes to payment of the loss, the Association and/or Community Association's liability to the Co-owner shall be limited to the amount of the insurance proceeds, and shall not in any event require or result in the

Association and/or Community Association paying or being responsible for any deductible amount under its policies. In cases where the Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a general common element or the repair or replacement thereof, the insurance carrier of the Co-owner shall have no right of subrogation against the Association or its carrier.

## **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 it shall be reconstructed or repaired shall be made in the following manner:

(a) Partial Damage. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a vote of 80% of the Co-owners in number and value in the Condominium that the Condominium shall be terminated.

(b) Total Destruction. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners 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 Condominium 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 Unit which is 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 Unit. Each Co-owner shall be responsible for the maintenance, repair and replacement of the contents of the Co-owner's 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, all appliances, whether free-standing or built-in and all upgrades (above Developer's standard installations) installed by Co-owners. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to ceilings in which utilities that benefit another Unit are located, or to any fixtures and equipment which are standard items within a 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 Unit and/or appurtenant Limited Common Element sustaining the damage, except as otherwise provided in Article IV, Section 1(e) of these Bylaws. If any other items located within a 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 Unit or any part of the Common Elements, the Association shall promptly notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as otherwise provided in the Master Deed and in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. 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 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 Common Elements or a Unit adversely affects the appearance of the Condominium, 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. 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 in number and in value 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 continues after taking by eminent domain, then the remaining portion of the Condominium 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%, if appropriate. 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 Holders, Insurers and Guarantors of First Mortgages. In the event any first mortgage in the Condominium is held, guaranteed or insured and such holder, guarantor or insurer so requests in writing (stating its name, address and applicable mortgaged Unit number) to the Association, the Association shall give timely written notice to such requesting party of the following: (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit and dwelling securing such mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed to the Association with respect to the Unit and dwelling securing such mortgage; (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-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 Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## **ARTICLE VI RESTRICTIONS**

The restrictions contained in this Article VI shall be in addition to and not in limitation of any restrictions set forth in Declaration which restrictions are incorporated by reference in these Bylaws. All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Use of Units. No Unit in the Condominium shall be used for other than residential purposes and the Limited Common Elements appurtenant to the Units shall be used only for purposes consistent with single-family residential use. No trade or business of any kind may be conducted in or from any Unit including business uses ancillary to a primary residential use, except that the Co-owner or Occupant residing in a Unit may conduct business activities ancillary to the primary residential use of the Unit if the business activity: (a) is not apparent or detectable by sight, sound or smell from outside the Co-owner's Unit; (b) complies with applicable zoning requirements; (c) does not involve overnight lodging or regular visitation of the Unit by employees, clients, customers, suppliers, business invitees or other persons who do not reside in the Unit; (d) complies with all provisions of the Condominium Documents; (e) is consistent with the residential character of the Condominium; and (f) does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of others, as the Board of Directors determines in its discretion. The terms "trade" and "business" shall have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves providing goods or services to persons other than the resident of the Unit. The number of persons allowed to occupy or reside in any Unit shall be governed

by the restrictions and regulations of the Building Officials and Code Administrators National Property Maintenance Code or such other codes or ordinances that may be adopted by the Township from time to time governing occupancy. Such restrictions shall automatically change, without the necessity of an amendment to these Bylaws, upon the adoption of alternative regulations by the Township, such that the occupancy of all Units shall be in accordance with all Township regulations at all times.

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 complies with the requirements of this Section 2 and further provided that no more than 20% of the Units in the Condominium may be leased at any given time (the “**Rental Cap**”). The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the Rental Cap, or the leasing procedures set forth 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, and all leases shall (i) be for an initial term of no less than one (1) year, (ii) incorporate and require the lessee to comply with the Condominium Documents, and (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease and that, after fifteen (15) days’ prior written notice by certified mail to the Co-owner and in accordance with Section 112 of the Condominium Act, the Board of Directors has the power to institute an action to evict the tenant, at the Unit Co-owner’s expense, and for money damages. For the avoidance of doubt, the Co-owner of the Unit for which the Association files an eviction action shall be responsible for all costs incurred by the Association in the action, including but not limited to attorney fees, expert witness fees, and court costs. Under no circumstances shall transient tenants or short-term licenses of Units be permitted. 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. A Co-owner may only lease a Unit for the same purposes as set forth in Article VI, Section 1, and in accordance with the provisions of this Section. All leases of Units shall be subject to and shall specifically and conspicuously reference the occupancy requirements and restrictions in Article VI, Section 1.

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

(1) Disclosure. A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant, and shall at the same time supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents together with the Co-owner’s notarized affidavit that the lease complies with all requirements of the Condominium Documents. The Board of Directors has the right to promulgate the form of such affidavit of compliance. A written lease approved by the Board of Directors is required for all arrangements by which a non-Owner occupies a Unit. The Association will approve requests to lease Units on a first-come, first-served basis, as determined by the date the Co-owner’s request was received by the Board. Notwithstanding anything herein to the contrary, a Condominium Unit may not be leased if such lease would violate the Rental Cap. The Co-owner shall not lease their Units prior to the Association approving a lease form for its compliance with the Condominium Documents. The Association may also require the use of a standard lease addendum. Each Co-owner shall, promptly following the execution of any approved lease of a Unit, forward a true copy of the fully executed lease to the Association. Co-owners who do not live

in the Unit they own must keep the Association informed of their current correct address and phone number(s).

(2) Administrative Fee. The Board of Directors may charge such reasonable fees for reviewing, approving and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be assessed and paid when the lease is submitted for review, and if for any reason unpaid shall be collected from the leasing Co-owner in the same manner as the collection of assessments under Article II of these Bylaws.

(3) Compliance with Condominium Documents. Tenants or non-Owner occupants shall comply with all of the conditions in the Condominium Documents.

(4) Default by Tenant. If the Association determines a tenant or a non-Owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

(b) Time to Cure. The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged intent or non-Owner occupant breach or advise the Association that a violation has not occurred.

(c) Remedies. If after fifteen (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 the Association is under the control of the Developer) an action for eviction against the tenant or non-Owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant, the non-Owner occupant and the Co-owner liable for any damages caused by the Co-owner, tenant or non-Owner occupants. The Co-owner shall be responsible for reimbursing the Association for all costs incurred as a result of a tenant's or non-Owner occupant's failure to comply with the Condominium Documents, including the pre-litigation costs and actual attorney fees incurred in obtaining their compliance with the Condominium Documents.

(5) Notice to Pay Rent Directly to the Association. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the Co-owner's tenant or non-Owner occupant and the tenant or non-Owner occupant after receiving the notice shall deduct from their rental payments to the Co-owner the arrearage and future assessments as they fall due and shall pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant or non-Owner occupant. If the tenant or non-Owner occupant, after being so notified, fails or refuses to remit rent to the Association that is otherwise due the Co-owner, then the Association may (a) prohibit the tenant from utilizing any of the General Common Elements, (b) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, and/or (c) initiate proceedings pursuant to Section 112(4)(b) of the Condominium Act. The Owner's lease shall expressly notify the tenant of the Association's rights under this subsection (5).

(c) Partial Exception for Units Acquired by First Mortgagees. Notwithstanding anything to the contrary and except for the prohibition on transient tenancies, first mortgage lenders or first mortgagee guarantors in possession of a Unit following a default of a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure shall not be subject to the restrictions contained in this Article VI, Section 2 that relate to the term or content of any lease or rental agreement.

(d) Department of Veteran Affairs Exception. To the extent that any provision set forth in the Master Deed and Bylaws, as amended, regarding leasing is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veteran Affairs, as set forth in Chapter 37 of Title 38, United States Code, or Part 36 of Title 38, Code of Federal Regulations (“DVA Financing”), such provision shall not apply to any Unit that is: (i) encumbered by DVA Financing; or (ii) owned by the Department of Veteran Affairs.

(e) Co-owner to Provide Condominium Documents to Tenant. In addition to all of the other requirements applicable to Unit leasing in this Article VI, Section 2, a Co-owner intending to lease a Unit in the Condominium shall provide a copy of the Condominium Documents, including the Master Deed (including Exhibits A and B thereto) and any amendments to the Master Deed and all other Condominium Documents to the proposed tenant. In the event a Co-owner shall fail to provide the prospective tenant with a copy of the Master Deed, Bylaws and other Condominium Documents referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the tenant of the obligation to comply with the provisions of the Condominium Documents.

### Section 3. Alterations and Modifications.

(a) 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, antennas, flags, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications, and roof terrace modification such as by way of example, and not limitation, the installation of landscaping, lights, physical structures or sculptures and unique furnishings. No Co-owner shall in any way disturb or 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. 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. The Co-owner shall be solely responsible, at the Co-owner’s sole cost, to promptly restore the areas affected by the Association’s undertakings to restore access.

(b) Co-owners shall be responsible for the maintenance and repair of any modification or improvement permitted pursuant to this Section 3. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same

from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and (except with respect to antennas referred to above) shall be obligated to execute a "Modification Agreement," if requested by the Association, as a condition for approval of such modification and/or improvement.

Section 4. Sound Transmission between Units. In order to prevent undue sound transmission between adjoining Units, the following special restrictions shall apply: (a) no loudspeakers are to be affixed on or placed adjacent to common walls, (b) all ceiling fans and insulation installed therewith must be of equal or greater quality to that originally installed by the Developer, (c) no stereos are to be affixed or placed adjacent to common walls, and (d) any other sound condition measures that may be adopted by the Association from time to time.

Section 5. Satellite Dishes and Antenna. The installation of antennas, direct broadcast satellites and other technologies regulated by the Federal Communications Commission shall be in accordance with promulgated Association rules and regulations, which shall always be construed so as not to violate applicable FCC regulations.

Section 6. Activities. No immoral, improper, 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. Barbecues and grills shall be used in a manner so that the smoke is not offensive to, or otherwise creates a nuisance for, any other Co-owner. Use of barbecues and grills is also subject to all Township ordinances that exist at any given time. Outdoor fires are expressly prohibited. 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 (but not the maintenance of) firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices, and the hunting of wildlife. Without limiting the scope or application of the foregoing, outdoor spotlights that shine into or otherwise illuminate the Units shall be deemed to be nuisances, as shall outdoor horns, sirens or other noise making devices, whether attached to security systems or otherwise, which go off repeatedly or for an extended period of time. Each Co-owner shall be responsible for their security systems with such noise making devices when the Co-owner is not at the Unit. No outdoor spotlights shall be permitted. Use of drones in the Condominium is prohibited.

Section 7. Pets. Other than a maximum of three dogs or cats (or a combination thereof not to exceed a total of three pets), no animals, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by 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 to 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 Condominium

Premises shall indemnify, defend and hold harmless the Association for any losses, damages and liabilities that the Association may sustain, including but not limited to attorney fees, expert witness fees, and court costs, as a result of the presence of such animal on the Condominium 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 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 8. 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 porch, balcony or terrace 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 and recycling receptacles shall be maintained in garages at all times and shall not be permitted to remain elsewhere on the Common Elements except in designated areas for such short periods of time as may be reasonably necessary to permit periodic collection of trash and recyclables, and shall be returned to garages no later than 12 hours after the scheduled trash collection. 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.

Section 9. 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 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 Premises (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 Limited Common Element parking space or garage parking space provided therefor and shall park any additional car which he owns in areas that may be designated therefor by the Association, if any. Co-

owners shall, if the Association shall require, register with the Association all cars maintained in the Condominium. Use of motorized vehicles anywhere on the Condominium Premises, other than on the drives or streets, is absolutely prohibited; provided, however, the Developer shall have the right to maintain and use a golf cart anywhere on the Premises during the Construction and Sales Period. 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 10. 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, including the first Board of Directors (or its successors) prior to the Transitional Control Date. 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 irrespective of whether such persons actually receive a copy of the rules and regulations.

Section 11. Advertising. No signs or other advertising devices, including without limitation balloons and banners, of any kind shall be displayed at any of the entrances to the Condominium, or 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 12. 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 and for the purpose of turning on and off the irrigation system. 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, which shall include the right to repair utilities and provide heat, water and/or storm water drainage for the benefit of 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 13. 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. Any landscaping installed by the Co-owner with the Association's written approval pursuant to this Section 11 shall be maintained by the Co-owner and the Association shall have no responsibility for its maintenance.

Section 14. Common Element Maintenance. Sidewalks, yards, landscaped areas, 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 15. 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, satellite and cable connections, 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 16. 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) by the Association or any Co-owner, except interior alterations that do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made by the Association or any Co-owner, 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.

(b) Developer's Rights in Furtherance of Construction 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, at least two trailers (2) for either marketing or construction purposes, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Tullamore North Community by Developer. Developer 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. 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 all kinds of temporary facilities relative to the marketing and promotion of the Condominium.

(c) Enforcement of Condominium Documents. The Condominium shall always 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 shall 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 conclusion of the Construction and Sales Period, to maintain a sign(s) on the Condominium that reflects the name of the Condominium and identifies the involvement of the Developer, and/or any one of the Developer's affiliates, in the development of the Condominium.

Section 17. Disposition of Interest in Unit by Sale. No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale without complying with the following terms or conditions:

(a) Notice to Association of Sale; Co-owner to Provide Condominium Documents to Purchaser. A Co-owner intending to make a sale of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser and such other information as the Association may reasonably require. Prior to the sale of a Unit, the selling Co-owner shall (i) reference the Condominium Documents in the agreement of sale; (ii) provide that the unit is subject to the Condominium Documents; and (iii) provide a copy of the Condominium Master Deed (including Exhibits A and B thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or in the event a Co-owner shall fail to provide the prospective purchaser with a copy of the Master Deed and other documents referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

(b) Developer and Mortgagees not Subject to Section. The Developer shall not be subject to this Section in the sale or, except to the extent provided in Article VI, Section 2, the lease of

any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section 17.

Section 18. Conservation Easement Agreement. The activities of all Co-owners and the Association are subject to the restrictions and requirements set forth in the Conservation Easement Agreement, the purpose of which is to protect the functions and values of the wetlands located in the Conservation Easement Areas consistent with the EGLE Permit.

Section 19. Declaration. The Declaration is incorporated herein by reference and shall be binding upon all Co-owners and the Association. In accordance with the Declaration, each Co-owner in the Condominium shall abide by the provisions contained in said Declaration as it may be amended and by the rules and regulations that may be established from time to time by the Community Association.

Section 20. Restrictions Regarding Open Space Areas. The Open Space Areas may be used by all Co-owners for open space and passive recreational purposes only. The Community Association shall preserve and retain the Open Space Areas, with minimal intrusion, subject only to such activities which are permitted in the Declaration and PUD Agreement. There shall be no construction, installation or placing of any improvements or structures on or within the Open Space Areas, other than improvements or structures which are directly necessary for the proper functioning of any Storm Water Drainage Facilities or other utilities located within the Open Space Areas or permitted under the PUD Agreement and the Declaration. The Community Association shall have the right to establish additional rules and regulations with respect to the preservation, upkeep and activities allowed within the Open Space Areas as the Community Association's Board of Directors may deem necessary or desirable to insure the proper preservation and functioning of the Open Space Areas, provided, however, that any such rules and regulations shall be consistent with and subordinate to the PUD Agreement, the Master Declaration, and applicable Township ordinances.

Section 21. Restrictions Regarding Recreational Facilities. The Recreational Facilities, including the lakes within the Tullamore North Community, may be used only for recreational purposes permitted by the Declaration. The Community Association shall have the right to establish such rules and regulations with respect to the activities allowed with respect to the Recreational Facilities as the Community Association's Board of Directors may deem necessary or desirable in its sole discretion.

Section 22. Pathways. Use of the Pathways throughout the Condominium is restricted to pedestrian and non-motorized bicycle traffic. The Community Association shall have the right to establish additional rules and regulations with respect to the upkeep of and activities allowed on the Pathways as the Community Association's Board of Directors may deem necessary or desirable.

Section 23. General. The purpose of this Article VI is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development and shall be binding upon all Co-owners. Developer may, in its sole discretion, waive any part of the restrictions set forth in this Article VI due to unusual topographic, natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior

consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

## **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 shall give to the holder of any first mortgage covering any Unit in the Condominium 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. In addition, the Association shall give each mortgagee, mortgage insurer and the guarantor of any mortgage on any Unit in the Condominium a timely written notice of any 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.

Section 4. Notification of Foreclosure. The mortgagee of a first mortgage on a Unit shall give notice of foreclosure to the Association pursuant to Section 108(9) of the Act.

## **ARTICLE VIII VOTING**

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by number except in those instances when voting is specifically required to be both in value and in number. In the event of a tie vote, the President of the Association shall be entitled to cast the tie breaking vote.

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 or she has presented evidence of ownership of a Unit in the Condominium 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 vote each Unit which it owns. If, however, the Developer elects to designate a Director pursuant to its rights under Article XI, Section 2(c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer Director.

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. The Association shall maintain a certified list of all designated voting representatives listed by Unit numbers. Further, the Association shall produce the list of designated voting representatives at all meetings; post the list during meetings, including posting by electronic means if the meeting is conducted solely by remote communication.

Section 4. Quorum. Those Co-owners present in person or by proxy at the First Annual Meeting held in accordance with Article IX, Section 2 and Article XI, Section 2 shall constitute a quorum for such meeting. At all other meetings of Co-owners, 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 and electronic vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person, by proxy or electronically shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All Co-owners participating by remote communication shall be counted towards quorum.

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. Proxies must be in writing signed by the designated voting representative and any written votes and intent to participate remotely, must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association.

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) or by electronic vote, at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority set forth in the preceding sentence.

## **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 the Developer and may be called at any time after more than 50% of the Units that may be created in the Condominium 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 Condominium, 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 April 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 eight (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 not less than 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, or by electronic transmission, 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 other than the First Annual Meeting 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) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings 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. At the First Annual Meeting the order of business shall be established by the Developer with the purpose of the First Annual Meeting limited to election of Directors.

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 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 evidence that such notice was given.

Section 11. Remote Communications. Co-owners may participate in meetings of members of the Association by telephone conference or other remote communication such as Microsoft Teams or Zoom provided that the following are met:

- (a) the identity of the person communicating remotely can be verified;
- (b) measures are in place so that the remote caller can participate in and hear the proceedings; and
- (c) votes or action by means of remote communication are recorded.

If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

Section 12. Electronic Voting. Electronic voting is permitted.

## **ARTICLE X ADVISORY COMMITTEE**

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. A chairperson for the Committee shall be selected by the members of the Committee. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

## **ARTICLE XI BOARD OF DIRECTORS**

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, one of the Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, two of the Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners so that Co-owners may select the required Director or Directors. Upon certification by the Co-owners to the Developer of the Director or Directors so selected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article, or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Condominium. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (c)(ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate one Director as provided in subsection (c)(i).

(iv) At the First Annual Meeting two Directors shall be elected for a term of two years and one Director shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the two persons receiving the highest number of votes shall be elected for a term of two years and the one person receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either one or two Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for one of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, 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 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.

(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 in number and in value qualified to vote.

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

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

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

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 or Developer's affiliates 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. DURING THE CONSTRUCTION AND SALES PERIOD THE

DEVELOPER HAS THE RIGHT TO DISAPPROVE ANY DECISION BY THE BOARD OF DIRECTORS TO SELF-MANAGE THE CONDOMINIUM WITHOUT THE BENEFIT OF PROFESSIONAL MANAGEMENT SERVICE. THE DISAPPROVAL RIGHT SHALL END WHEN THE CONSTRUCTION AND SALES PERIOD EXPIRES.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date 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. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

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 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 10 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 U.S. Mail, electronic mail or telephone 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 is 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 selected or elected before the Transitional Control Date 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. All civil actions except for actions to collect delinquent assessments are subject to the requirement that the Board of Directors obtain the prior approval of no less than 66-2/3% of all Co-owners (not just those present at a meeting). All civil actions requiring the approval of 66-2/3% of all Co-owners (not just those present at a meeting) shall first be reviewed by the Board of Directors to evaluate the merit of the proposed civil action. A special meeting of the Co-owners shall be held for the purpose of voting on whether to proceed with the civil action. A special assessment to fund any such litigation will also require the approval of no less than 66-2/3% of all Co-owners (not just those present at a meeting). Notwithstanding the foregoing, the Board of Directors of the Association shall be permitted, acting upon a majority vote of the Board, to file suit to collect delinquent assessments and to enforce the Associations rights with respect to unpaid assessments. The requirements of this Section, including that a meeting of the members be held to review the proposed civil action, will ensure that the members of the Association are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. The Developer and each member of the Association shall have the right to enforce the provisions of this Section.

Section 16. Remote Communications. Directors may participate in meetings of the Board of Directors by telephone conferencing or other remote communication such as Microsoft Teams or Zoom provided that the following are met:

- (a) the identity of the person communicating remotely can be verified;
- (b) measures are in place so that the remote caller is able to participate in and hear the proceedings; and
- (c) votes or action by means of remote communication are recorded.

If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

Section 17. Electronic Voting. Electronic voting is permitted.

## **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 or she shall preside at all meetings of the Association and of the Board of Directors. He or she 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 or she may in his or her 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 or her 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 or her 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 or she shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he or she 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 or she 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 or her 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 General 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. Except if opted out, as permitted by the Act, by a majority of the Co-owners on an annual basis by vote conducted in the manner provided in Article VIII above, the books, records, and financial statements shall be independently audited or reviewed by a certified public accountant, as defined in Section 720 of the Occupational Code, 1980 PA 299, as amended from time to time. 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 audit and 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 volunteer director or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended (“Nonprofit Corporation Act”), shall be personally liable to the corporation or its members for money damages for any action taken or any failure to take any action as a director or volunteer officer; provided that the foregoing shall not

eliminate or limit the liability of a director or volunteer officer for any of the following: (i) the amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled; (ii) intentional infliction of harm on the corporation, its shareholders, or members; (iii) a violation of section 551(1) of the Nonprofit Corporation Act; (iv) an intentional criminal act; and, (v) a liability imposed under section 497(a) of the Nonprofit Corporation Act. If the Nonprofit Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Nonprofit Corporation Act. No amendment or repeal of this Section shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

Section 2. Assumption of Liability of Volunteers. The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer if all of the following apply: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith; (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) 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 under section 3135 of the insurance code of 1956, 1956 PA 218, being section 500.3135 of the Michigan Compiled Laws.

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 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 in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless as otherwise provided in Section 90a of the Act. No amendment to these Bylaws prior to the expiration of the Construction and Sales Period may be adopted or implemented without the written consent of the Developer.

Section 4. By Developer. In addition to the rights of amendment provided to Developer in the Master Deed, these Bylaws may be unilaterally amended by the Developer during the Construction and Sales Period and without the consent of any Co-owner, mortgagee or any other person, so long as any such amendment does not materially and adversely alter or change the right of a Co-owner or mortgagee.

Section 5. 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 6. 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 Condominium irrespective of whether such persons actually receive a copy of the amendment.

Section 7. Township Approval. The Condominium is being developed in accordance with the PUD Agreement. Accordingly, notwithstanding anything to the contrary contained in these Bylaws, any amendment to these Bylaws that would be inconsistent with the provisions of the PUD Agreement shall require the prior approval of the Township.

## **ARTICLE XVII COMPLIANCE**

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium 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 attorney 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 attorney 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. No fine may be assessed unless in accordance with the provisions of 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 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, 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 and shall notify the Co-owner within ten (10) days of its decision. The Board's decision is final.

Section 3. Fine 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, fines shall be levied in such amounts as determined by the Board of Directors from time to time. Initially, subject to revision by the Board of Directors, fines shall be as follows:

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

- (b) Second Violation. One Hundred Dollar (\$100.00) fine.
- (c) Third Violation. Two Hundred Dollar (\$200.00) fine.
- (d) Fourth Violation and Subsequent Violations. Three Hundred Dollar (\$300.00) fine.

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 day 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 these 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.

**MASTER DEED**

**THE VILLAGE OF TULLAMORE**

**OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. \_\_\_\_**

**THIS MASTER DEED** is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2025 by **TRIDENT-CREST III L.L.C.**, a Michigan limited liability company (“**Developer**”), whose address is 3400 E. Lafayette, Detroit, Michigan 48207 pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the “**Condominium Act**”).

Developer desires by recording this Master Deed, together with the Condominium Bylaws attached as Exhibit A, and the Condominium Subdivision Plan attached as Exhibit B, to establish the real property described in Article II of this Master Deed, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium under the provisions of the Condominium Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish The Village of Tullamore as a Condominium under the Condominium Act and does declare that The Village of Tullamore shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, 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 that it expressly designates as such in writing, and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

**ARTICLE I  
TITLE AND NATURE**

The Condominium shall be known as The Village of Tullamore, Oakland County Condominium Subdivision Plan No. \_\_\_\_ . The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is a separate building site, designed to contain a single residence and other improvements for dwelling purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a General Common

Element roadway. Each Co-owner in the Condominium 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 as are designated by the Master Deed.

## ARTICLE II LEGAL DESCRIPTION

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

Land in the Charter Township of Oxford, Oakland County, Michigan, described as follows:

**[INSERT LEGAL DESCRIPTION]** CONTAINING \_\_\_ ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO THE PUD AGREEMENT, THE DECLARATION, ALL EASEMENTS, RESTRICTIONS AND AGREEMENTS OF RECORD, ZONING ORDINANCES AND ALL GOVERNMENTAL LIMITATIONS.

**TAX PARCEL NO.** \_\_\_\_\_.

## ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibit A and Exhibit 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 Village of Tullamore Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Village of Tullamore 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. “**Association**” means The Village of Tullamore Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members. The Association shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to the Owners by the Condominium Documents or Michigan law.

Section 2. “**Builder**” means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980 as amended, and who acquires title to one or more Units in the Condominium for the purpose of constructing a dwelling on the Unit and subsequently selling the Unit and dwelling to a homebuyer.

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

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

Section 5. “**Common Facilities**” means the “Common Facilities” identified and described in Section 4.03 of the Declaration, which include, without limitation the Roads, Entranceways, Entranceway and Greenbelt Improvements, Open Space, Conservation Easement Areas, Greenbelt and Berm Areas, Pathways, Storm Drainage Facilities and Recreational Facilities. Some of the Common Facilities are located in the adjacent condominium, The Peninsula of Tullamore. Pursuant to the Declaration the Community Association is responsible for the care, management, maintenance, operation, inspection, repair and replacement of the Common Facilities, the costs and expenses of which are apportioned on an equal basis to the residential units in the Condominium and The Peninsula of Tullamore. For the avoidance of doubt, Common Facilities do not include Sidewalks for which the Association is responsible pursuant to Article IV, Section 2.

Section 6. “**Community Association**” means the Tullamore North Association, a Michigan nonprofit corporation established by the Developer pursuant to the Declaration to govern the Tullamore North Community of which the Condominium is a part.

Section 7. “**Condominium**” means The Village of Tullamore as a condominium established in conformity with the Act.

Section 8. “**Condominium Act**” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Master Deed or its exhibits conflicts with any provisions of the Condominium Act, or if any provision required by the Condominium Act is omitted, then the provisions of the Condominium Act are incorporated by reference and shall supersede and cancel any conflicting provision.

Section 9. “**Condominium Documents**” means this Master Deed, the Condominium Bylaws, the Condominium Subdivision Plan, the Association’s Articles of Incorporation and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 10. “**Condominium Premises,**” “**Condominium Property,**” or “**Property,**” means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium as described above.

Section 11. “**Condominium Subdivision Plan**” means Exhibit B hereto.

Section 12. “**Conservation Easement Agreement**” means that certain Agreement for Conservation Easement between Developer and the Michigan Department of Environmental Quality dated September 13, 2005, and recorded on November 16, 2005, in Liber 36625, Page 774, Oakland County Records, as modified pursuant to the requirements of the EGLE Permit by Modification of Conservation Easement between Developer and EGLE to be recorded in Oakland County Records. The Tullamore North Community, including the Condominium Property and all Co-owners and Occupants, is subject to the Conservation Easement Agreement.

Section 13. “**Conservation Easement Areas**” means the areas of the Condominium

Property that are subject to the restrictions and limitations of the Conservation Easement Agreement.

Section 14. “**Consolidating Master Deed**” means the final amended Master Deed which shall describe The Village of Tullamore as a completed Condominium 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, 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 15. “**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 for two (2) years after the date on which Developer or Developer’s designated Builder has conveyed the last of the Units in the Tullamore North Community.

Section 16. “**Co-owner**” or “**Owner**” means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination of the foregoing who or which owns one or more Units. The term “Owner”, wherever used, shall be synonymous with the term “Co-Owner.” Developer is an Owner so long as Developer owns one or more Units. Both land contract vendors and vendees shall be considered Co-owners and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Condominium Act. “Owner” or “Co-Owner” shall not include a mortgagee of a Unit, unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. If more than one person or entity owns an interest in fee simple title to any Unit, the interests of all such persons collectively shall be that of one Owner.

Section 17. “**Declaration**” means the Declaration of Easements, Covenants, Conditions and Restrictions established by the Developer, dated \_\_\_\_\_, 2025, and recorded in Liber \_\_\_\_\_, Page \_\_\_\_\_, Oakland County records, which governs Tullamore North (including the Condominium).

Section 18. “**Developer**” means Trident-Crest III L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however and wherever such terms are used in the Condominium Documents. Developer as used herein shall not, however, include the term “Successor Developer” as defined in Section 135 of the Condominium Act. All development rights reserved to Developer in the Condominium Documents are assignable in writing, provided, however, that conveyances of Units by Developer,

including the conveyance of Units to a “successor developer” pursuant to Section 135 of the Condominium Act, shall not serve to assign Developer’s development rights unless the instrument of conveyance expressly so states. Any assignment of the Developer’s rights under this Master Deed may include or exclude specific rights and may be subject to such conditions and limitations as Developer may impose in its sole and absolute discretion.

Section 19. “**Development Rights**” means the Developer’s rights to develop the Condominium as distinguished from the Developer’s rights as an Owner of one or more Units. Development Rights include, by way of illustration but not limitation, all rights (i) arising from the Condominium Act, or any other source, but subject to the Condominium Documents, (ii) to develop the Condominium, (iii) to maintain offices and signs on the Condominium, (iv) to use the Condominium, including all easements and similar rights, for purposes related to its development and that of any adjacent land, and (v) to amend the Condominium Documents.

Section 20. “**Easements**” means all easements affecting the Condominium Premises, including without limitation all easements granted, reserved, provided for, declared or created pursuant to or in accordance with the terms and provisions of this Master Deed.

Section 21. “**EGLE**” means the Michigan Department of Environment, Great Lakes and Energy.

Section 22. “**EGLE Permit**” means Permit WRP045429 issued by EGLE’s Water Resources Division to Declarant with respect to certain wetlands within the Property.

Section 23. “**Entranceway and Greenbelt Improvements**” means the Entranceways and any Entranceway monuments and other signage, boulevard medians, landscaping, irrigation systems and related improvements located at or within the Entranceways, any perimeter landscaping and irrigation systems installed within the Greenbelt and Berm Areas and such other improvements as may be installed in or at the Entranceways or in the Greenbelt and Berm Areas.

Section 24. “**Entranceways**” means the entranceways to the Tullamore North Community from E. Drahner Road and Oxford Lake Drive, as identified on the Site Plan.

Section 25. “**Final Site Plan**” means the approved final site plan for the Tullamore North Community attached to the Declaration as Exhibit B, which has been approved by the Township.

Section 26. “**First Annual Meeting**” means the initial meeting at which non-developer Co-owners are entitled to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer’s sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 27. “**Greenbelt and Berm Areas**” means the Greenbelt and Berm Areas along E. Drahner Road, as identified on the Final Site Plan.

Section 28. “**Occupant**” means any Person from time to time entitled to use and occupy any portion of a Unit under a right of ownership, lease, sublease, license or similar agreement.

Section 29. “**Open Space**” means all Open Space in the Tullamore North Community, as identified in the PUD Agreement and identified on the Final Site Plan which include without limitation all wetlands that are subject to the Conservation Easement Agreement, wetland buffer areas, and the other natural and landscaped areas that are part of the Association. The Condominium includes the Open Space and all improvements and structures therein as shown on the Condominium Subdivision Plan.

Section 30. “**Pathways**” means the pedestrian and non-motorized vehicular pathway system located within the Open Space, and the eight (8’) foot wide path that is contiguous to E. Drahner Road, as shown on the Final Site Plan.

Section 31. “**Percentage of Value**” means the percentage assigned to each Unit in this Master Deed. The percentages of value of all units total one hundred percent (100%). Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Condominium Act.

Section 32. “**Person**” means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination of the foregoing.

Section 33. “**PUD Agreement**” means the Residential Planned Unit Development Agreement executed between Trident-Crest III L.L.C. and the Charter Township of Oxford, dated \_\_\_\_\_, 2025, and any amendments thereto. The PUD Agreement applies to the Tullamore North Community, which includes the Condominium and The Peninsula of Tullamore condominium.

Section 34. “**Recreational Facilities**” means the trails and gathering areas, sport courts, lakes and lake access community docks providing access to Ploss Lake and Tullamore Lake, as identified on the Final Site Plan, and any other facilities constructed for the beneficial use of all Persons owning dwellings in the Tullamore North Community.

Section 35. “**Roads**” means the private roads within the Condominium Property as shown on the Plan.

Section 36. “**Sanitary Sewer Lines**” means the sanitary sewer lines that constitute a part of the sanitary sewer system located within the Condominium Property, as identified on the Township-approved engineering plans for the Condominium Property, up to the point of lateral connection to Units.

Section 37. “**Sidewalks**” means the five (5’) foot wide sidewalks, installed parallel to the Roads within the Units or within the right of way of the Roads.

Section 38. “**Storm Drainage Facilities**” means all storm drainage and retention/detention facilities located within the Condominium Property or within easements for the benefit of the Condominium Property, including but not limited to the detention basin, forebay and all storm sewer lines, manhole covers, storm drainage grates and drainage swales, as identified on the Township-approved engineering plans for the Tullamore North Community.

Section 39. “**Telecommunications**” means wiring agreements, right-of-way agreements,

access agreements and multi-unit agreements and, to the extent allowed by law, contracts for marketing services, as may be necessary, convenient or desirable to provide for telecommunications, data, videotext, broad band cable, satellite dish, fiber optic service, earth antenna and similar services.

Section 40. “**The Peninsula of Tullamore**” means the residential site condominium adjacent to the Condominium that is also part of the Tullamore North Community.

Section 41. “**Township**” means the Charter Township of Oxford, Michigan.

Section 42. “**Transitional Control Date**” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 43. “**Tullamore North Community**” means the residential community established by Developer pursuant to the Declaration, known as “Tullamore North,” which consists of the Condominium and The Peninsula of Tullamore.

Section 44. **Unit or Condominium Unit.** “Unit” or “Condominium Unit” each mean the enclosed space constituting a single complete Unit in the Condominium, as such space is described on the Condominium Subdivision Plan and shall have the same meaning as the term “Condominium Unit” as defined in the Act.

Section 45. “**Utilities**” means the electrical transmission mains and wiring, the street lighting system, the Telecommunications systems and natural gas distribution system throughout the Property up to the point of lateral connection to Units.

Section 46. “**Water Lines**” means the water lines that are a part of the water distribution systems located within the Property, as identified on the engineering plans for the Property which have been approved by the Township up to the point of lateral connection to Units.

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 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, without limitation, the Roads, Entranceway and Greenbelt Improvements, Open Space, Conservation Easement Areas, Greenbelt and Berm Areas, Pathways, Sidewalks, Storm Drainage Facilities and

Recreational Facilities, and all easements upon or over Units as depicted on the Condominium Subdivision Plan.

(b) **Common Facilities in the Condominium.** The Common Facilities in the Condominium, which consist of the Roads, Entranceways, Greenbelt and Berm Areas, Entranceway and Greenbelt Improvements, Open Space, Conservation Easement Areas, Pathways, Sidewalks, Storm Drainage Facilities and Recreational Facilities as depicted on the Plan.

(c) **Electrical.** The electrical transmission system throughout the Condominium, up to the point of connection to, but not including, the meter servicing each individual Unit.

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

(e) **Gas.** The gas distribution system throughout the Condominium, up to the point of connection to, but not including, the meter servicing each individual Unit.

(f) **Water.** The water distribution system and Water Lines throughout the Condominium, up to the point of connection to and including the meters, but not including the sub-meter servicing each individual Unit. Also including, all sprinkling fixtures and connections and interior or exterior sprinkling system controls and timers which may be installed by the Developer or the Association.

(g) **Sanitary Sewer.** The sanitary sewer system and Sanitary Lines throughout the Condominium, including that contained up to, but not including, connections to provide service to individual Units.

(h) **Landscaping and other Improvements.** All landscaping, trees, plantings, Condominium signage, walkways, sidewalks, and other structures and improvements that are located on the General Common Elements.

(i) **Cluster Mailbox Kiosks.** The cluster mailbox kiosks located throughout the Condominium.

(j) **Telecommunications.** The Telecommunications system, if and when it may be installed, up to, but not including connections to provide service to individual Units.

(k) **Construction.** Foundations (including pilings), slabs, supporting columns, Unit perimeter walls, shaft walls between Units, all exterior siding, roofs, ceilings, supporting beams and chimneys. With respect to the roofs, the responsibility for and costs of maintenance, repair and replacement, including the portions of the roof below areas that are designated as Limited Common Elements, shall be borne by the Association, except that to the extent a Co-owner, or a Co-owner's tenants or Occupants, cause debris to gather on or damage to, any portion of a roof, the Co-owner, or the Co-owner of the tenants or occupants causing the debris or damage, shall be responsible for cleaning and/or the cost of the Association to repair the roof.

(l) **Beneficial Easements.** All recorded easements and all easements referred to

in Article II and in Article IX created herein or created after the recording hereof that benefit the Condominium as a whole, including without limitation, the easements described in the Declaration.

(m) **Other**. Such other elements of the Condominium not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the Telecommunications facilities, if any, described above (“utility systems”) may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility systems, shall be General Common Elements only to the extent of the Co-owners’ interest in such utility systems, if any, and neither the Developer nor the Association makes any warranty with respect to the nature or extent of such interest, if any.

Section 2. **Limited Common Elements**. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Porches**. Each porch is restricted in use to the Co-owner of the Unit that is served by the porch as shown on the Condominium Subdivision Plan.

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

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

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

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

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

(a) **Porches**. The costs of maintenance, decoration, repair and replacement of each porch described in Article IV, Section 2(a) above shall be borne by the Association, except that Co-owners are responsible for removal of snow from the front porch serving the Co-owner’s Unit up to, but not including the sidewalk immediately adjacent to the porch.

(b) **Air Conditioner Condensers**. The costs of maintenance, repair and

replacement of each individual air conditioner condenser, its related pad and the ground surface immediately below the same as described in Article IV, Section 2(b) above shall be borne by the Co-owner of the Unit which such air conditioner condenser services.

(c) **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(c) 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 they serve.

(d) **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(d) and the costs thereof, shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made thereto, without express written approval of the Association (and the Developer during the Construction and Sales Period).

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

(f) **Utility Costs.** All costs of electricity, natural gas and water serving a Unit, and all costs of maintenance, repair and replacement of the meters for electricity, natural gas and sub-meter for water servicing a Unit, shall be borne by the Co-owner of the Unit.

(g) **Maintenance of Common Facilities.** Pursuant to the Declaration, the Community Association is responsible for the care, management, maintenance, operation, inspection, repair and replacement of the General Common Element Roads, Entranceway and Greenbelt Improvements, Open Space, Conservation Easement Areas, Greenbelt and Berm Areas, Pathways, Storm Drainage Facilities and Recreational Facilities in the Condominium and in The Village of Tullamore. The costs of such care, management, maintenance, operation, inspection, repair and replacement shall be allocated to the Condominium pursuant to the Declaration are expenses of administration of the Condominium. The Roads serving the Tullamore North Community are private and will be maintained (including snow removal), repaired and replaced by the Community Association, not the Road Commission of Oakland County or any other governmental agency. Without limiting the foregoing, the Community Association is responsible for keeping the Roads in good, clean, and safely passable condition at all times, repairing potholes and cracks, sealing, resurfacing, maintenance and reconstruction, as needed. This includes regularly sweeping and clearing debris from the road, conducting annual inspections and surface repairs, and removing snow or ice, as necessary. It is the Community Association's responsibility to inspect and to perform preventive maintenance of the Roads on a regular basis in order to maximize the Roads' useful life and to minimize repair and replacement costs. With regard to all Utilities and Storm Drainage Facilities in the Tullamore North Community, the Community Association shall perform the following obligations: maintenance of Road drainage and Storm Drainage Facilities; maintenance of unobstructed vision at any Road intersection; annual dust control; and regular cutting of weeds and grass within the Road and Storm Drainage Facilities.

The Community Association may establish a reserve fund or other assessment, or both, in accordance with Declaration for the purpose of satisfying the Community Association's obligations with respect to the Roads and other Common Facilities. Replacement of damaged or deteriorated Sidewalks shall also be the responsibility of the Association. The Association is responsible for maintenance, repair and replacement of Sidewalks, including snow removal, grass mowing and weed control, providing unobstructed drainage as necessary and required, and replacing in a prompt and timely manner any dead or diseased landscaping (subject to the requirements of the Conservation Easement Agreement as to any Conservation Areas). Parking is not permitted across Sidewalks. This Article IV; Section 3(g) shall not be amended in any way without the prior written consent of the Township.

(h) **Development, Operation and Maintenance of the Condominium subject to the PUD Agreement, the Declaration and Township Ordinances.** Notwithstanding anything to the contrary in this Master Deed, or in the Bylaws (attached as Exhibit A) or Condominium Subdivision Plan (attached as Exhibit B), all aspects of the development, operation and maintenance of the Condominium shall be subject to the PUD Agreement, the Declaration and all Township ordinances as provided in the PUD Agreement. In the event the Association or the Community Association has failed to adequately perform its obligations, repair and maintenance obligations for Common Facilities servicing Tullamore North Community, the obligations shall continue to run with the land described in this Declaration, and shall be binding on the Co-owners and their heirs, successors and assigns. Pursuant to Section 11.03(b) of the Declaration, the Township has the right, but not the obligation, to undertake the repair and/or maintenance of any Common Facility within the Tullamore North Community that is not being maintained adequately, and to assess the cost of such repair and/or maintenance, including legal fees and an administrative fee, to the owners of residential units within the Tullamore North Community, including the Co-owners of Condominium Units, on an equitable basis. In addition to the Township's rights, if any, under applicable Township ordinances, the Declaration and/or the PUD Agreement, in the event that the Association fails to carry out its responsibilities and obligations to maintain, repair and replace the Common Elements pursuant to this Master Deed, the Township shall have the right, but not the obligation, to serve notice on the Association, setting forth the deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, which shall be not less than thirty (30) days. The notice shall also set forth the subsequent date, time and place of a hearing before the Township Board or such other board, body or official designated 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, repairs, and/or replacement which is not being performed. At the hearing the Township Board or its designee may take such action to extend the time for curing the deficiencies, and the date of the hearing itself may be extended and/or continued to a date certain at the discretion of the Township Board, acting reasonably. If following the hearing the Township Board or the board, body or official designated to conduct the hearing shall determine that the maintenance, repairs, compliance and/or preservation have not been completed within the time specified in the notice, the Township shall have the power and authority, but not the obligation, to enter upon the applicable portion of the Property or cause its agents or contractors to enter upon the applicable portion of the Property as determined by the Township Board in its reasonable discretion, and to perform such maintenance, repairs, preservation or other action necessary to bring into compliance as reasonably found by the Township to be appropriate. The cost and expense of making and financing such maintenance, repairs, preservation and/or compliance, including the cost of the notices by the Township and the reasonable legal fees

incurred by the Township, plus an administrative fee in the amount of twenty-five (25%) percent of all the total costs and expenses so incurred, shall be paid by the responsible party, whether it is the Community Association, the Association, The Peninsula of Tullamore Association, Developer or a Co-owner or Co-owners and such amount shall constitute a lien upon the applicable portions of the Condominium Property as determined by the Township in its reasonable discretion. If such costs and expenses have not been paid within thirty (30) days of a billing to the designated responsible party, all unpaid amounts may be placed on the delinquent tax roll of the Township as to the applicable portions of the Condominium Property as determined by the Township in its reasonable discretion, and shall accrue interest and penalties and shall be collected as, and deemed to be 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 also be collected by suit initiated against the responsible party, whether it is the Community Association, the Association, The Peninsula of Tullamore Association, Developer or a Co-owner or Co-owners, and, in such event the responsible party, whether it is the Community Association, the Association, The Peninsula of Tullamore Association, Developer or a Co-owner or Co-owners, shall pay all court costs and reasonable attorney's fees incurred by the Township in connection with such suit. This Article IV, Section 3(h) shall not be amended in any way without the prior written consent of the Township.

(i) **Tullamore, Ploss and Mud Lakes.** Tullamore Lake is part of the Recreational Facilities and is located entirely within the Tullamore North Community. Pursuant to the Master Declaration, all costs of maintaining Tullamore Lake shall be allocated to and paid by the Co-owners in the Condominium and the Owners of The Peninsula of Tullamore. The Tullamore North Community includes only portions of Ploss Lake and Mud Lake, both of which have other lakefront property owners. All costs of maintenance, repair and replacement of Tullamore, Ploss and Mud Lakes incurred by the Association, and all such maintenance, repair and replacement costs incurred by the Community Association and apportioned to the Condominium, are expenses of administration of the Condominium

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

Section 4. **Use of Units and Common Elements.** No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, the Declaration, the PUD Agreement, zoning and other ordinances of the Township, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any Co-owner in the use and enjoyment of their Unit or the Common Elements. No Co-owner shall be entitled to alter any General Common Elements or construct or install any improvements, fixtures or other structures on, in or to any General Common Elements, without the prior written approval of Developer during the Construction and Sales Period and the Association and/or Community Association thereafter.

**ARTICLE V  
UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

Section 1. **Description of Units.** The Condominium has fifteen (15) Units. Each Unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of the Condominium attached hereto as Exhibit B prepared by Professional Engineering Associates, Inc., 1849 Pond Run, Auburn Hills, Michigan 48326. The architectural plans and specifications are on file with the Township. Each Unit shall include all that space contained within the interior, finished unpainted walls and ceilings and from the finished sub floor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit shall be equal and the number obtained by dividing 100 by the number of Units in the Condominium. The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned, and/or that any material differences in maintenance costs that are allocable to Limited Common Elements, if any, will be assessed to the Co-owners of the Units to which such Limited Common Elements have been assigned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all the Units of the Condominium is one hundred percent (100%).

**ARTICLE VI  
CONVERTIBLE AREAS**

Section 1. **Modification of Units; Convertible Areas.** The size, location, boundaries, design or elevation of Units and/or General Common Elements and/or Limited Common Elements appurtenant or geographically proximate to any Units, by way of example and not limitation, porches and walks, described in Exhibit B as it may be revised or amended from time to time, may be modified, in Developer's sole discretion, subject to the Township's approval and in accordance with the PUD Agreement, by the Developer's exercise of convertibility rights of any portion or portions of such Units and Common Elements. Developer also reserves the right, at its sole discretion, to construct amenities within the General Common Elements, the maintenance, repair and replacement of which shall be the administrative expense of the Association. Such modifications may be implemented by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person. The Developer's convertibility and modification rights hereunder shall be exercised by it within a period ending no later than six (6) years from the date of recording this Master Deed.

Section 2. **Nature of Modifications.** The maximum number of Units in the Condominium may not exceed 104 Units. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium, as determined by Developer in its sole discretion, provided such improvements have first been reviewed and approved by the Township.

Section 3. **Township Approval.** All changes pursuant to this Article VI that modify the footprint of any building shown on the Final Site Plan shall require the prior review and approval of the Township. Notwithstanding anything to the contrary, any amendment to this Master Deed and/or its Exhibits (including the Condominium Bylaws and the Condominium Subdivision Plan) that affects the approved Final Site Plan, or any conditions of approval of the Final Site Plan shall not be effective or recordable unless and until approved by the Oxford Charter Township Planning Commission pursuant to Section 13.9(I) of the Township Zoning Ordinance.

## ARTICLE VII EXPANSION OF CONDOMINIUM

Section 1. **Future Development Area.** The Condominium established pursuant to this Master Deed consists of fifteen (15) Units and the land described in Article II above. This is the first stage of an “Expandable Condominium” under the Act, if fully expanded, would contain additional land and in its entirety a maximum of one hundred four (104) Units. The land, or any portion or portions thereof, that may be added to and incorporated in the Condominium is described as follows:

[INSERT LEGAL DESCRIPTION OF AREA OF FUTURE  
DEVELOPMENT] TO THE POINT OF BEGINNING, CONTAINING \_\_\_  
ACRES OF LAND, MORE OR LESS.

Section 2. **Increase in Number of Units.** Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the Future Development Area and the establishment of Units thereon, subject to compliance with the PUD Agreement, the Final Site Plan, and Township Ordinances. The location, nature, appearance and design of all such additional Units shall be determined by the Developer in its sole discretion subject only to the PUD Agreement, the Final Site Plan, and approval of the Township.

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

## ARTICLE VIII OPERATIVE PROVISIONS

Any exercise of convertibility rights, contraction or expansion in the Condominium pursuant to Article VI and Article VII above shall be governed by the provisions as set forth below.

Section 1. **Amendment of Master Deed and Modification of Percentages of Value.** Such

contraction, expansion or convertibility in this Condominium shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall be based upon the original method of determining percentages of value for the Condominium.

Section 2. **Redefinition of Common Elements**. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels withdrawn by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of drives, Sidewalks and walkways in the Condominium to any drives and walks that may be located on, or planned for the land described in Article VII and to provide access to any Unit that is located on, or planned for the land described in Article VII from the Sidewalks and walkways located in the Condominium.

Section 3. **Right to Modify Floor Plans**. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto in accordance with the provisions of the PUD Agreement and Township Ordinances. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment, subject to Township approval in accordance with Township Ordinances. All such improvements shall be reasonably compatible with the existing structures in the Condominium, as determined by the Developer in its sole discretion.

Section 4. **Consolidating Master Deed**. A Consolidating Master Deed (subject, however, to Article III, Section 14 of this Master Deed) shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. **Consent of Interested Persons**. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article VI and Article VII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

Section 6. **Township Approval.** Amendments pursuant to Article VI that modify the layout of the Condominium that is shown on the Site Plan require the prior review and approval of the Township. The addition of Units to the Condominium pursuant Article VII does not require the Township’s prior approval if the Units added are shown on the Site Plan.

**ARTICLE IX  
EASEMENTS, RESTRICTIONS, RESERVATIONS AND OTHER AGREEMENTS**

Section 1. **Easements Established Pursuant to the Declaration.** The Condominium is subject to certain easements established Section 3.01 through 3.08 of the Declaration, which are incorporated into this Master Deed by this reference. Among other things, the Declaration grants the Co-owners of Units in the Condominium and the owners of units within The Peninsula of Tullamore condominium non-exclusive easements (a) to tie into and utilize the Water Lines, Sanitary Sewer Lines and Utilities located within the Tullamore North Community, (b) to tie into and utilize the Storm Drainage Facilities located within the Tullamore North Community, (c) on, over, through and across the Open Space within the Tullamore North Community for open space and passive recreational use, (d) on, over, through and across the Pathways and Sidewalks within the Tullamore North Community for pedestrian and non-motorized vehicular use, (e) for vehicular and pedestrian access on, over, through and across the Roads and Entranceways within the Tullamore North Community and (f) for access to and use of the Recreational Facilities within the Tullamore North Community.

Section 2. **Community Association Responsibilities with respect to the Common Facilities.** Pursuant to the Declaration, the Community Association is responsible for the care, management, maintenance, operation, inspection, repair and replacement of the Common Facilities, which include but are not limited to the Roads, Entranceways, Entranceway and Greenbelt Improvements, Open Space, Conservation Easement Areas, Greenbelt and Berm Areas, Pathways, Storm Drainage Facilities and Recreational Facilities in the Tullamore North Community. All costs and expenses incurred by the Community Association with respect to the Common Facilities that are allocated pursuant to the Declaration to the Condominium and its Co-owners are expenses of administration of the Condominium.

Section 3. **Requirements imposed by the Conservation Easement Agreement.** The purpose of the Conservation Easement Agreement is to protect the functions and values of the wetlands located in the Conservation Easement Areas consistent with the EGLE Permit. Among other things, the Conservation Easement Agreement requires that the Conservation Easement Areas be maintained in their natural and undeveloped condition. The Conservation Easement Areas boundaries are identified by signs or other suitable markings (collectively, “**Markings**”). The Community Association shall, in the first instance, maintain, repair and replace the Markings throughout the Condominium Property. The obligation to maintain the Markings and Conservation Easement Areas runs with the land and, therefore, is an obligation that is shared by the Community Association, The Peninsula of Tullamore condominium association and its owners, the Condominium Association and all Co-owners. If the Community Association fails either to adequately perform any obligations of the “Grantor” under the Conservation Easement Agreement, those obligations shall continue to run with the land described in the Declaration, and shall be binding on, and are the obligations of, the Condominium Association, the Co-owners, The Peninsula of Tullamore condominium association and its owners, and their respective heirs,

successors and assigns. The Conservation Easement Agreement prohibits the following activities in the Conservation Easement Areas:

- (a) Alteration of the topography;
- (b) Creation of paths, trails or roads;
- (c) Placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
- (d) Dredging, removal, or excavation of any soil or minerals;
- (e) Drainage of surface or groundwater;
- (f) Construction or placement of any structure;
- (g) Plowing, tiling, or cultivating the soils or vegetation;
- (h) Alteration or removal of vegetation, including the planting of non-native species;
- (i) Ranching, grazing or farming;
- (j) Construction of unauthorized utility or petroleum lines;
- (k) Storage or disposal of ash, garbage, trash, debris, abandoned equipment or accumulation of machinery, bio-solids or other waste materials, including accumulated vegetative debris such as grass clippings, leaves, yard waste, or other material collected and deposited from areas outside the Conservation Easement Areas;
- (l) Use or storage of automobiles, trucks, off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
- (m) Placement of billboards or signage, except as otherwise allowed in the Conservation Easement Agreement;
- (n) Use of Conservation Easement Areas for the dumping of untreated stormwater or the directing of treated stormwater to the Conservation Easement Areas at a volume that adversely impacts the hydrology of the wetland; and
- (o) Cutting down, destroying, or otherwise altering or removing trees, tree limbs, shrubs, or other vegetation, whether living or dead, except with the written permission of EGLE, expressly for the removal of trees or limbs to eliminate danger to health and safety; to reduce a threat of infestation posed by diseased vegetation; or to control invasive non-native plant species that endanger the health of native species.

Section 4. **Developer's and Association's Right to Grant Easements.** Developer reserves the right and power 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 and power thereafter to grant easements over, or dedicate, portions of any of the Common Elements for utility, drainage, street, safety, conservation or construction purposes, and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person

and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All persons acquiring any interest in the Condominium, including without limitation all Co-owners and mortgagees of Units shall be deemed to have appointed the Developer and its successors and assigns as agent and attorney-in-fact to make such easements or transfers of title. After the Construction and Sales Period, the rights and powers contained in this Section may be exercised by the Association. Upon the Transitional Control Date all obligations of Developer under the Condominium Documents shall be transferred to and be assumed by the Association; provided, however, that notwithstanding such transfer Developer shall retain all rights and powers specifically reserved to the Developer in the Condominium Documents including but not limited to all rights and powers that exist until the expiration of the Construction and Sales Period.

Section 5. **Easements for Maintenance, Repair and Replacement.** The Developer, Association, the Township, its contractors, agents, successors, assigns and transferees, and all public and 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 inspection, maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium.

Section 6. **Utility and Other Easements.** Easements for the construction, installation and maintenance of Utilities and franchise utilities (including electric, gas, telecommunications, cable/fiber, and similar services), Water Lines, Sanitary Sewer Lines and Storm Drainage Facilities, are reserved as shown on the Condominium Subdivision Plan. The Storm Drainage Facilities are established to assure the perpetual functioning of the storm water drainage system across the Condominium and the Tullamore North Community as described in the Declaration. The Condominium is also subject to a general easement for the natural flow of surface water drainage from The Peninsula of Tullamore. Within all of the foregoing easements, unless the necessary approvals are obtained from the Township and any other appropriate municipal authority, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the Easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by anyone in the finished grade of the Condominium once established by the Developer upon completion of construction thereon.

Section 7. **Easement for Maintenance of Encroachments and Utilities.** In the event any portion of a Unit or Common Element encroaches upon another Unit, Common Element or Community Area (defined in the Declaration) due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, walls and ceilings (including interior Unit walls and ceilings) 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 8. **Easements and Development Rights Retained by Developer.**

(a) **Access Easements.** Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII for proposed future expansion, or any portion or portions thereof, easements for the unrestricted use of all Roads and other Common Facilities in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VII that is identified for future expansion.

(b) **Reserved Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Article VII, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, Sanitary Sewer Lines, Water Lines and Utilities and to connect to transformer(s) located on the Condominium. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium, it shall pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

Section 9. **Easements for Emergency, Public Safety and School Purposes.** There shall be easements of ingress, egress, and passage over the Roads throughout the Condominium to and in favor of the Township and such other private entities that may be reasonably necessary for municipal services and the access of emergency and public safety and school vehicles, including school buses used for transportation to private institutions. The foregoing easement shall not be construed as a dedication of the Roads to the public.

Section 10. **Sales Facilities.** The Developer may maintain signs, offices, sales trailers, models and similar sales facilities, materials or structures in the Condominium during the Construction and Sales Period, together with the right to vehicular ingress and egress to such facilities by the Developer, builders, invitees, commercial delivery services and guests. The Developer shall pay all costs directly related to the use of such signs, offices, sales trailers, model units or other facilities, materials or structures, and after such period the Developer shall restore such signs, offices, sales trailers, model units or other facilities in habitable status.

Section 11. **Telecommunications Agreements.** The Developer during the Construction and Sales Period and thereafter 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 Telecommunication services to the Condominium 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 to Developer by any Telecommunications or other company or entity for marketing services

related to the Condominium shall be the Developer's sole property.

Section 12. **Easements for Maintenance of Sanitary and Storm Sewer Systems.** The Association, Developer, Oakland County and Oxford Township, and their respective contractors, employees, agents and assigns, are hereby granted a permanent and irrevocable easement to enter in, over, under and through the Common Elements and in, over, under and through each Unit in the Condominium for the purpose of inspecting, improving and maintaining the Sanitary Sewer System and Storm Sewer System, or any portion thereof, including but not limited to those portions located in the Roads. Easements for the Sanitary Sewer System and Storm Sewer System are shown on the Condominium Subdivision Plan attached as Exhibit B. A portion of the Sanitary Sewer System and Storm Sewer System may be located on Units. The Community Association and the Association shall be responsible for maintenance of the Storm Sewer System of the Condominium in accordance with the requirements of the Declaration, this Master Deed and applicable governmental authorities, and the cost of such maintenance shall be assessed to the owners of the Units through the Association as described in the Bylaws. The area of the Condominium that contains any part of the Sanitary Sewer System or Storm Sewer System shall be maintained by the Association in a manner so as to be accessible at all times and shall contain no structures or improvements that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the express written consent of the Oakland County Water Resources Commissioner and Oxford Township (referred to in this Section, collectively, as "grantee"), and grantee's successors, assigns and transferees in, over, under and through the Condominium Property, which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

(a) The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with, any type of sanitary sewer system or water supply system, or related appurtenances, in any size, form, shape or capacity.

(b) The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit for the purposes identified in subsection (a) above.

(c) No Owner in the Condominium shall build or convey to others any permission to build any permanent structures on the said easement.

(d) No Owner in the Condominium shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the right of grantee under the said easement.

(e) The grantee and its agents, contractors and designated representative shall have the right of entry on, and to gain access to, the easement property.

(f) All Owners in the Condominium release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a water supply system drain or a sanitary sewer system or

otherwise rising from or incident to the exercise by grantee of its rights under the said easement, and all Owners covenant not to sue grantee for any such damages.

The rights granted to Oxford Township and Oakland County, and their successors and assigns, under this Article IX, Section 12, may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted there under shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

## **ARTICLE X PUD AGREEMENT AND DECLARATION**

Section 1. PUD Agreement. The development of the Condominium was approved by the Township as provided in the PUD Agreement. This Master Deed, the Condominium and all Units are subject to the PUD Agreement. Any amendments to this Master Deed that conflict with the terms of the PUD Agreement require the prior approval of the Township.

Section 2. Declaration. Developer is developing the Condominium as a part of the Tullamore North Community pursuant to the Declaration. Accordingly, the provisions of this Master Deed shall be subject to the provisions of the Declaration. In addition, notwithstanding anything to the contrary contained in this Master Deed any amendments to this Master Deed which conflict with the terms of the Declaration shall require the prior approval of the Board of Directors of the Community Association.

Section 3. Controlling Document. The PUD Agreement controls in the event of any conflict with the Declaration or this Master Deed. The Declaration controls in the event of any conflict with this Master Deed.

## **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 in number and in value, except as hereinafter set forth:

Section 1. Amendments Not Requiring Consent. Amendments may be made and recorded by the Developer or by the Association without the consent of Co-owners or mortgagees if the Amendment does not materially alter or change the rights of an Owner or mortgagee and is for one or more of the purposes stated in Section 4 below.

Section 2. Amendments Requiring Consent. Amendments may be made and recorded by the Developer or by the Association upon being approved by the Co-owners of a simple two-thirds (2/3rds) of the Units entitled to vote as of the record date for such vote, except as otherwise provided in this Master Deed or the Bylaws. Whenever a proposed amendment would materially alter or change the rights of first mortgagees (as defined in Section 90a(9) of the Condominium Act, as amended), such amendment shall require the consent of not less than two-thirds (2/3rds) of all first mortgagees of record. A first mortgagee shall have one vote for each mortgage held. Such first mortgage approval shall be solicited in accordance with Section 90a of the Condominium Act. Notwithstanding the above, the Condominium Documents may not be

amended in any manner to eliminate or conflict with any mandatory provision of the Condominium Act or any applicable law or in any manner that materially reduces or eliminates the Developer's rights without the Developer's written consent.

Section 3. **Modification of Units, Common Elements and Percentages of Value.** Notwithstanding any other provisions set forth in this Article, the method or formula used to determine the percentages of value of Units in the Condominium may not be modified without the consent of each affected Owner and first mortgagee, except in connection with amendments permitted under Articles VI and VII above. Additionally, any provision relating to the ability or terms under which the Developer or an Owner may rent a Unit may not be modified without the consent of the Developer up to the time of the Transitional Control Date. An Owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Owner's consent. The Condominium may be terminated only in accordance with Section 50 of the Condominium Act. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act, except pursuant to the reserved rights of the Developer contained in this Master Deed. Consolidation of Units and relocation of boundaries between Units is permitted, but subdivision of Units is prohibited. Any such consolidation or relocation of boundaries shall be in accordance with Section 48 of the Condominium Act. The Owner(s) requesting such consolidation or boundary relocation shall pay for all costs incurred by the Association in preparing and recording the amendment of this Master Deed and shall obtain the prior approval of the approval of the Township.

Section 4. **Amendments for Secondary Mortgage Market Purposes.** The Developer during the Construction and Sales Period, and thereafter the Association, may amend this Master Deed or the Condominium Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent or Co-owners or mortgagees.

Section 5. **Developer's Reserved Rights to Amend.** Notwithstanding anything to the contrary in the Condominium Documents, but subject to the limitations of Section 3 above, the Developer reserves the right to amend materially this Master Deed or any of its Exhibits for any of the following purposes:

(a) To modify the number, types and sizes of unsold Units and their appurtenant Limited Common Elements, to modify the formula used to determine percentages of value, percentages of value and/or responsibilities for Common Elements in connection with the exercise of rights pursuant to Articles VII or VIII above, and to modify the General Common Elements in the vicinity of unsold Units;

(b) To amend the Condominium Bylaws, subject to any restriction or amendments stated in the Condominium Bylaws;

- (c) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws or to correct errors in the boundaries or locations of improvements;
- (d) To clarify or explain the provisions of the Master Deed or its Exhibits;
- (e) To comply with the Condominium Act or rules promulgated under the Condominium Act or with any requirements or requests of any governmental or quasi-governmental agency or department or any financing institution or entity providing mortgage loans or insuring loans for Units;
- (f) To make, define or limit easements affecting the Condominium;
- (g) To record as “as built” Condominium Subdivision Plan or Consolidating Master Deed or to designate any improvements shown in Exhibit B as “must be built,” subject to any limitations or obligations imposed by the Condominium Act;
- (h) To terminate or eliminate reference to any right that Developer has reserved to itself;
- (i) To dedicate certain General Common Elements pursuant to the provisions of this Master Deed;
- (j) To provide descriptions and assign responsibility for Common Elements constructed, but not previously described in this Master Deed; and
- (k) To make any other amendments specifically described and permitted to the Developer in any provision of this Master Deed.

The foregoing amendments may be made without the consent of Co-owners or mortgagees. The rights reserved to the Developer may not be amended except by or with the written consent of the Developer. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

Section 6. **Township Approval.** Article IV, Section 3(h), Article VI, Section 3, and Article VIII, Section 6, may not be amended without the prior approval of the Township. In addition, and pursuant to Section 13.9(I) of the Charter Township of Oxford Zoning Ordinance, any amendment, restatement, or other change to this Master Deed or its Exhibits (including the Condominium Bylaws and Condominium Subdivision Plan) that affects the approved Final Site Plan, or any conditions of approval of the Final Site Plan shall be subject to review and approval by the Township Planning Commission prior to recordation and/or effectiveness for zoning compliance purposes. Notwithstanding anything herein to the contrary, without the prior approval of the Township, no amendment of the Master Deed, including the Exhibit A Bylaws and the Exhibit B Condominium Subdivision Plan, is permitted that would modify the terms of this Article XI, Section 6 or which would affect the Site Plan or any condition(s) of approval of the PUD Agreement or the Site Plan.

**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. Upon expiration of the Construction and Sales Period, such rights shall transfer automatically to the Association. Any such assignment or transfer prior to such time as the assignment becomes automatic shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds. For avoidance of doubt, upon expiration of the Construction and Sales Period, all responsibilities for administration, operation, and maintenance of the Condominium and its Common Elements/Common Facilities shall rest with the Association and/or Community Association as set forth in the Condominium Documents, subject to the PUD Agreement and Township ordinances.

**[NO FURTHER TEXT ON THIS PAGE]**

Developer has executed this Master Deed as of the day and year first above written.

TRIDENT-CREST III L.L.C.,  
a Michigan Limited Liability Company  
By: Trident Holdings L.L.C., a Michigan limited  
liability company, its manager  
By: Trident Properties, Inc., a Michigan corporation,  
its manager

By: \_\_\_\_\_  
Nico J. Schultz  
Its: Vice President

STATE OF MICHIGAN            )  
                                          ) SS  
COUNTY OF WAYNE            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Nico J. Schultz, the Vice President of Trident Properties, Inc., a Michigan corporation that is the Manager of Trident Holdings L.L.C., a Michigan limited liability company that is the Manager of Trident-Crest III L.L.C., a Michigan limited liability company, on behalf of said company.

\_\_\_\_\_  
Print Name:  
Notary Public  
Notary Public, State of Michigan, County of \_\_\_\_\_  
Acting in the County of Wayne  
My Commission Expires: \_\_\_\_\_

Drafted by and when recorded  
return to:

Kevin Kohls  
Kevin Kohls PLC  
P.O. Box 216  
Novi, Michigan 48376-0216  
(248) 921-9223