

CHARTER TOWNSHIP OF OXFORD PLANNING COMMISSION REGULAR MEETING
THURSDAY, MARCH 26, 2026

A regular meeting of the Charter Township of Oxford Planning Commission was held Thursday, March 26, 2026, at the Oxford Township Clara J. Sanderson 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: **Ryan Austin, Robert Turner, Don Wloszek, Mark Blankenship, David Wagner, Korey Bailey**

Members Absent: Patti Durr

Also Present: Township Planner Matteo Passalacqua, Township Planner Benny Bono, Building Official Tim London, Recording Secretary Susan McCullough, one OCTV camera operator, 8 attendees.

APPROVAL OF AGENDA

Commissioner Wagner moved, Commissioner Austin seconded, to approve the Charter Township of Oxford regular Planning Commission agenda for Thursday, March 26, 2026, as presented.

Ayes: 6 Nays: 0 Absent: 1
Motion Carried.

CONFLICTS OF INTEREST/EX-PARTE CONTACT

Commissioner Austin stated that he has a conflict which he will elaborate on during item 10.C. under New Business.

APPROVAL OF MINUTES

Planning Commission Regular Meeting – March 12, 2026

Commissioner Wagner moved, Commissioner Turner seconded, to approve the minutes of the regular Planning Commission meeting for March 12, 2026 as presented.

Ayes: 6 Nays: 0 Absent: 1
Motion Carried.

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

Public comment began at 6:32 p.m.

No one spoke during public comment.

Public comment ended at 6:32 p.m.

COMMISSIONERS' COMMENTS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Amended Final Site Plan – Lot 1 North Oakland Woods Split. Applicant: Damena NOW LLC, 2612 Invitational Dr., Oakland, MI 48363, Parcel No. P-04-36-201-001

The applicant is requesting a lot split approval for the parent parcel located in a SF-1 zoning district at the western side of Shephard Lane and Larkspur Lane. The proposed split is part of an approved residential condominium site plan which must be reviewed and approved by the Planning Commission. The parent parcel is 5.93 gross acres and contains a portion of Grampian Lake.

The lot currently includes a single-family home and three accessory structures, one of which is a barn. The applicant is proposing to divide the lot into two (2) parcels with Parcel A being 3.36 gross acres (3.05 net) and Parcel B being 2.58 gross acres (2.52 net). Parcel A currently hosts a single-family home. Parcel B hosts a barn and additional accessory structures, which the applicant states are to be removed. Applicant has already obtained a demolition permit and begun removing the structures.

Miki Matoski, Damena NOW LLC, 2612 Invitational Dr., Oakland Twp., MI 48363, was available to answer any questions of the Commission.

Commissioner Wagner moved, Commissioner Austin seconded, to approve the amended final site plan for the proposed creation of a new condominium unit on Lot 1, North Oakland Woods Parcel No. 04-36-201-001 located in zoning district SF-1 (Suburban Farms) at the western side of Shephards Lane and Larkspur Lane. The following conditions will apply, completion of which will be approved by Township administration: 1) Township Engineer to confirm accurate legal descriptions have been provided; 2) Township Assessing to confirm available split; 3) Demolition of the accessory structures must occur prior to recording the lot split with Oakland County; and 4) All stated deficiencies in reports submitted by Township consultants, the Township Fire Department and Township administration will be addressed.

Roll call:

Ayes: Turner, Wloszek, Austin, Blankenship, Wagner, Bailey

Nays: None

Absent: Durr

Motion Carried.

Commission Wagner moved, Commissioner Blankenship seconded, to approve the Second Amendment to the Master Deed of North Oakland Woods Condominium, as submitted.

Roll call:

Ayes: Wloszek, Turner, Blankenship, Austin, Wagner, Bailey

Nays: None

Absent: Durr

Motion Carried.

Installation of Controlled Access Gate for North Oakland Woods Subdivision across Larkspur Lane – Applicant: James Doetsch, 1288 Shephards Lane, Oxford, MI 48371

The applicant is requesting to install a controlled access gate across Larkspur Lane. The gate is meant to detour vehicle traffic from using Larkspur Lane as a cut-through from East Drahnner Road to Barr

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Road. The gate would be located approximately 80 feet back from the Barr Road asphalt apron. It would be controlled via two keypads on both sides of the gate. A Knox key switch is proposed to be installed as part of the gate for emergency vehicles access. Electricity for the gate will be provided via an easement between the homeowners' association and the owners of 1587 Larkspur Lane.

James Doetsch, 1288 Shephards Lane, Oxford, MI 48371 and HOA representative for North Oakland Woods Subdivision was available to answer any questions of the Commission.

Commissioner Wagner moved, Commissioner Austin seconded, to table this item until a future meeting.

Ayes: 6 Nays: 0 Absent: 1

Motion Carried.

Amended Final Site Plan – Barron Industries. Applicant: H&S United Construction LLC, PO Box 320052, Flint, MI 48532, Parcel No. P-04-04-376-006, 3020 Adventure Lane

Commissioner Austin requested to be allowed to abstain from discussion, deliberation and action on this matter because of a perceived and/or actual financial interest.

Commissioner Wagner moved, Commissioner Blankenship seconded, to allow Commissioner Austin to abstain from discussion, deliberation and action on this item because of a perceived and/or actual financial interest.

Ayes: 6 Nays: 0 Absent: 1

Motion Carried.

Commissioner Austin left the dais and the meeting room.

On February 26, 2026 the applicant submitted an amended final site plan. The complete modifications are as follows:

1. Site drainage has been redirected to an existing basin at the western portion of the site, eliminating previously proposed retention ponds.
2. The reduction of one parking space to accommodate a new transformer.
3. The relocation of the septic field which requires the removal of mature trees.

The applicant is further requesting approval for the following:

1. Removal of the 8' concrete safety path along Oakwood Road. The applicant has received the recommendation of the Safety Path Committee to be allowed to provide a payment in lieu option.
2. A reduction in the overall site landscaping is requested:
 - a. No general landscaping trees as opposed to the required eleven (11) trees;
 - b. Modified waivers for further reducing landscaping adjacent to roads;
 - c. Modified waivers for further reducing greenbelt landscaping.

Landscaping standards require a total of 94 trees and 175 shrubs for the site. At the time of Final Site Plan approval, the applicant was granted a waiver reducing this requirement to 69 trees and 134 shrubs. With the proposed Final Site Plan amendments, the applicant is now requesting approval for 43 trees and 15 shrubs to count toward the required landscaping standards.

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Greg Barron, 215 Plexus Drive, Oxford, MI 48371 and Rade Beslac, Fenton Land Surveying & Engineering, Inc., 14165 N. Fenton Road, Suite 101A, Fenton, MI 48430, were available to answer any questions of the Commission.

Commissioner Wagner moved, Commissioner Blankenship seconded, to recommend to the Township Board approval of the applicant's request to provide payment in lieu of constructing the safety path along Oakwood Road.

Roll call:

Ayes: Wloszek, Blankenship, Wagner, Turner, Bailey

Nays: None

Absent: Durr

Abstain: Austin

Motion Carried.

Commissioner Blankenship moved, Commissioner Wloszek seconded, to approve all requested landscaping waivers.

Roll call:

Ayes: Turner, Wloszek, Blankenship, Bailey

Nays: Wagner

Absent: Durr

Abstain: Austin

Motion Carried.

Commissioner Wagner moved, Commissioner Blankenship seconded, to approve the amended final site plan for Barron Industries, 3020 Adventure Lane, Parcel No. 04-04-376-006 with the following conditions, completion of which will be approved by Township administration : 1) Revised engineering plans will be required to be reviewed and approved administratively by the Township Engineer; and 2) All stated deficiencies in reports submitted by Township consultants, the Township Fire Department and Township administration will be addressed.

Roll call:

Ayes: Wagner, Blankenship, Wloszek, Turner, Bailey

Nays: None

Absent: Durr

Abstain: Austin

Motion Carried.

Following the motions, Commissioner Austin returned to the meeting room and the dais.

COMMUNICATIONS AND/OR COMMITTEE REPORTS

Ordinance Review Committee

Planner Passalacqua provided an update on the work of the Ordinance Review Committee.

PLANNER/ENGINEER REPORTS

Planner – Carlisle|Wortman

Planner Passalacqua provided an update on ongoing and upcoming projects.

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Engineer – Sharpe Engineering

A copy of Engineer Sharpe’s written update for February 2026 was included in the packet for the March 12, 2026 Planning Commission meeting

ADJOURNMENT

Commissioner Turner moved, Commissioner Wagner seconded, to adjourn the meeting at 8:17 p.m.

Ayes: 6 Nays: 0 Absent: 1

Motion Carried.

Korey Bailey, Chair

David Wagner, Secretary

Date approved: _____
smm

Exhibit A

MASTER DEED OF
SANCTUARY HILLS

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

A Condominium Pursuant to Act 59, Public Acts of 1978, as Amended

THIS MASTER DEED is made and executed on this ____ day of _____, 2026, by Clearview Homes, LLC, a Delaware Limited Liability Company, the address of which is 715 E. South Boulevard, Suite 100, Rochester Hills, Michigan 48307 (hereinafter referred to as "Developer"), pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

WHEREAS, Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential site condominium project under the provisions of the Act.

NOW, THEREFORE, Developer, by recording this Master Deed, hereby establishes Sanctuary Hills as a residential site condominium project under the Act and declares that Sanctuary Hills shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the condominium premises, and their grantees, successors, heirs, personal representatives and assigns. In furtherance of the Condominium's establishment, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Sanctuary Hills, Oakland County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

Land situated in Oxford Township, Michigan, being more particularly described as:

THE NORTHWEST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 10 EAST, TOWNSHIP OF OXFORD, OAKLAND COUNTY, MICHIGAN EXCEPT THAT PART LYING NORTH OF THE CENTERLINE OF DRAHNER ROAD MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 35, TOWN 5 NORTH, RANGE 10 EAST; THENCE NORTH 85 DEGREES 45 MINUTES 31 SECONDS EAST 2789.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 25 MINUTES 08 SECONDS EAST 2354.64 FEET; THENCE SOUTH 69 DEGREES 19 MINUTES 24 SECONDS WEST 103.33 FEET; THENCE ALONG A CURVE TO THE LEFT 278.30 FEET, RADIUS 1675.00 FEET, CHORD BEARING SOUTH 64 DEGREES 33 MINUTES 48 SECONDS WEST 277.98 FEET; THENCE SOUTH 59 DEGREES 48 MINUTES 12 SECONDS WEST 440.38 FEET; THENCE ALONG A CURVE TO THE LEFT 48.53 FEET, RADIUS 230.00 FEET, CHORD BEARING SOUTH 53 DEGREES 45 MINUTES 33 SECONDS WEST 48.44 FEET; THENCE SOUTH 47 DEGREES 42 MINUTES 54 SECONDS WEST 148.74 FEET; THENCE ALONG A CURVE TO THE RIGHT 251.56 FEET, RADIUS 230.00 FEET, CHORD BEARING SOUTH 79 DEGREES 02 MINUTES 53 SECONDS WEST 239.21 FEET; THENCE NORTH 69 DEGREES 37 MINUTES 09 SECONDS WEST 548.64 FEET; THENCE ALONG A CURVE TO THE LEFT 73.34 FEET, RADIUS 295.00 FEET; CHORD BEARING NORTH 76 DEGREES 44 MINUTES 30 SECONDS WEST 73.16 FEET; THENCE NORTH 83 DEGREES 51 MINUTES 51 SECONDS WEST 145.55 FEET; THENCE ALONG A CURVE TO THE LEFT 104.30 FEET, RADIUS 335.00 FEET, CHORD BEARING SOUTH 87 DEGREES 12 MINUTES 58 SECONDS WEST 103.88 FEET; THENCE SOUTH 78 DEGREES 17 MINUTES 48 SECONDS WEST 247.77 FEET; THENCE ALONG A CURVE TO THE RIGHT 147.46 FEET, RADIUS 427.24 FEET, CHORD BEARING SOUTH 88 DEGREES 11 MINUTES 04 SECONDS WEST 146.73 FEET; THENCE NORTH 02 DEGREES 51 MINUTES 38 SECONDS WEST 159.28 FEET TO THE POINT OF BEGINNING.

ARTICLE III

DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and 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 Sanctuary Hills Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Sanctuary Hills. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended.

Section 3.2 "Area of Future Development" means the land described in Article VI of this Master Deed, some or all of which may be added to the Condominium in one or more amendments of this Master Deed.

Section 3.3 "Association" means the Sanctuary Hills Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3.4 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

Section 3.5 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.6 "Condominium Documents" means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, as any or all of the foregoing may be amended from time to time.

Section 3.7 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Sanctuary Hills.

Section 3.8 "Condominium Project", "Condominium" or "Project" are used synonymously to refer to Sanctuary Hills.

Section 3.9 "Condominium Subdivision Plan" means Exhibit B to this Master Deed.

Section 3.10 "Consolidating Master Deed" means the final amended Master Deed which shall describe Sanctuary Hills as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede this 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 this Master Deed, Developer shall be able to satisfy any obligation to record a Consolidating Master Deed by filing 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 that no Consolidating Master Deed need be recorded.

Section 3.11 "Construction and Sales Period" means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

Section 3.12 "Co-owner" means an individual, firm, corporation, partnership, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner."

Section 3.13 "Developer" means Clearview Homes, LLC, a Delaware 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. However, the word "successor" as used in this Section 3.13 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.14 "Development Agreement" means that certain agreement with the Township (defined below) recorded in Liber 61125, Page 372 *et seq.*, Oakland County Records, as the same may be amended.

Section 3.15 "Entranceway Improvements" shall mean the entranceway to the Project and all entranceway monuments, signs, landscaping, irrigation systems and related improvements located at or within such entranceway, if any.

Section 3.16 "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be addressed at such meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 3.17 "Open Space Areas" or "Protected Open Space" means the portion of the General Common Elements identified as "Open Space Area" as shown on Sheets C-7.0 and C-7.1 on the approved final site plan for the Project.

Section 3.18 "Storm Water Drainage Facilities" means the surface water drainage system, storm drain lines and detention/sedimentation basins (the "**Detention Basins**") within the Condominium Project or which are within an easement for the benefit of the Condominium Project

Section 3.19 "Township" means Oxford Township, Michigan.

Section 3.20 "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 Developer exceed the votes which may be cast by Developer.

Section 3.21 "Unit" or "Condominium Unit" means a single unit in the Condominium Project, as such space may be described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

Section 4.1 "General Common Elements. The General Common Elements are as follows:

(a) **Land**. The land, if any, designated in Exhibit B as General Common Elements, including open space areas.

(b) **Electrical**. The electrical transmission mains and wiring throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of the Unit, together with any common lighting for the Project.

(c) **Telephone**. The telephone system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(d) **Telecommunications.** The telecommunications system throughout the Project, if and when it may be installed, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(e) **Gas.** The gas distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(f) **Water.** The water distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, and all common sprinkling system fixtures and connections as well as all common sprinkling system controls, if any, for the Common Elements.

(g) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including all lift stations, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(h) **Storm Water Drainage Facilities.** The surface water drainage system, storm drain lines and the Detention Basins within the Project or which service the Project and which are identified on Exhibit B to this Master Deed.

(i) **Landscaping.** All open space areas, landscaping, berms, trees, plantings, entranceway monuments, street signs, foot bridges, all benches, tables and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.

(j) **Perimeter Fencing.** Walls, fencing or similar structures, if any, constructed or installed within the General or Limited Common Elements for the purpose of screening the Project from adjacent properties.

(k) **Easements.** All easements, if any, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise.

(l) **Roads.** The roads and sidewalks within the Project, until such time, if any, as such road and sidewalks are dedicated to the public, and excluding drives and parking areas located within the boundaries of the Units.

(m) **Other.** Such other elements of the Project not designated in this Article IV as General or Limited Common Elements which are not within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by, or dedicated by Developer to, the local public authority or the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. The roads, unless and until dedicated to the public, shall be private and maintained by the Association.

Section 4.2 Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of one or more but not all Co-owners. The Project as currently constituted does not contain any Limited Common Elements. However, Developer and/or the Association may amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B to create Limited Common Elements within those portions of the Condominium Premises designated as General Common Elements in the Condominium Subdivision Plan.

Section 4.3 Responsibilities. The respective responsibilities for the maintenance, repair and replacement of the Common Elements are as follows:

(a) **Co-owner Responsibility for Units.** Developer anticipates that a separate residential dwelling (including attached garage, decks and porches) will be constructed within each of the Units depicted on Exhibit B, together with various improvements and structures which are appurtenant to such dwelling. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installing, maintaining, decorating, repairing and replacing any dwelling and other improvements, structures or landscaping located within a Unit shall be borne by the Co-owner of such Unit. All improvements constructed or installed within a Unit shall be subject to the Architectural Controls described in the Bylaws. In connection with any amendment made by Developer pursuant to Article VI, VII or VIII of this Master Deed, Developer may designate Limited Common Elements that are to be installed, maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

(b) **Association Responsibility for Units.** Pursuant to Section 18.3 of the Bylaws, the Association, acting through its Board of Directors, may (but has no obligation to) undertake any maintenance, repair or replacement obligation of the Co-owner of a Unit under this Master Deed and Bylaws, to the extent that the Co-owner has not performed such obligation, and the cost thereof shall be assessed against such Co-owner. The Association shall not be responsible for any damage to a Unit or the dwelling or appurtenances contained therein that occurs as a result of the Association performing the unperformed obligations of the Co-owner of the Unit.

(c) **General Common Elements.** Unless otherwise expressly provided in the Condominium Documents, the cost of maintaining, repairing and replacing all General Common Elements and landscaping within the Greenbelt easement shall be borne by the Association and conform with Township ordinances.

(d) **Common Lighting.** The cost of electricity for common lighting shall be paid by the Association. With the exception of the fixtures located within Condominium Units, all light fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(e) **Utility Services.** Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with the extension of utilities by laterals from the mains to the dwellings and other improvements located within the Units. All costs of water, electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-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 with respect to such maintenance, repair or replacement.

(f) Roads. The roads as shown on the Condominium Subdivision Plan are private and will be maintained (including, without limitation, snow removal), repaired and resurfaced, as necessary, by the Association. Developer may, but shall not be obligated to, dedicate all or some portion of the roads to the public, subject to approval and acceptance by the Road Commission for Oakland County (“RCOC”). If the roads are accepted as public improvements, such roads will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the RCOC. The RCOC is not obligated to accept such roads as public improvements. Prior to the transitional control date, Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium Project, to dedicate the roads to the public. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to the dedication of the roads to the public and any amendments to this Master Deed to effectuate the foregoing dedication. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute any such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Upon the approval of not less than fifty one (51%) percent of the Co-owners that own units within the special assessment district, the Association, acting through its Board of Directors, shall have the right to sign petitions to establish a special assessment for the improvement of public roads within or adjacent to the Condominium Project pursuant to applicable Michigan law. Provided that such approval has been obtained, all Co-owners shall be deemed to have agreed that the Board of Directors of the Association has the full power and authority to obligate all Co-owners to participate in such special assessment district, sign petitions requesting special assessment districts, and to consider and otherwise act with respect to all road improvement assessment issues on behalf of the Association and all Co-owners. The consent of mortgagees shall not be required for approval of special assessment districts for public road improvements.

(g) Lawn and Landscaping Maintenance within Units. Until a Unit is acquired by a non-developer Co-owner, the Developer shall be responsible for maintaining, repairing or replacing the lawn and landscaping, if any, within the Units, in accordance with applicable Township ordinances. Thereafter, each Co-owner, at its cost, shall be solely responsible for maintaining, repairing or replacing the lawn and landscaping within such Co-owner’s Unit, and any landscaped areas located between such Co-owner’s Unit and the road. In connection with any amendment made by Developer pursuant to Article VI, VII or VIII of this Master Deed, Developer may designate Limited Common Elements that are to be maintained, repaired and replaced at Co-owner expense or, in proper cases, at Association expense. The Co-owner of a Unit shall be responsible for maintaining any street trees which are located within or adjacent to such Co-Owner’s Unit, at such Co-owner's cost. The Association shall have the right to replace any street tree, and to specially assess the Co-owner for the cost of replacing any street tree within such Co-owner's Unit, in accordance with Article II of the Bylaws.

(h) Storm Water Drainage Facilities. The Association shall be responsible for maintaining, repairing and replacing the Storm Water Drainage Facilities, except for any portion of the Storm Water Drainage Facilities located outside of the Project that is required to be maintained by third-parties. It shall be the applicable Unit Owner’s responsibility to maintain the finish grade of such Owner’s Unit in the condition established by the builder of the dwelling on such Unit.

(i) **Snow Removal From Sidewalks.** Each Co-owner shall be responsible for the removal of snow from all driveways and walkways within the Co-Owner's Unit and from the sidewalks which are within or adjacent to such Co-owner's Unit.

Section 4.4 Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner which is inconsistent with the purposes of the Project, the Condominium Documents, the Development Agreement, the Township Zoning Ordinance or any other applicable Township Ordinances, State and Federal law, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to alter any General Common Elements or Limited Common Elements, or construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, without the prior written approval of Developer during the Construction and Sales Period and the Association thereafter.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. The Condominium Project contains forty-seven (47) Units, numbered 1 through 47 consecutively. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines. Detailed architectural plans and specifications for the Project are on file with the Township.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit is set forth in this Paragraph. The percentage of value assigned to each Unit is determinative of the proportionate share of each Co-owner in the proceeds and 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 Bylaws) and the value of each Co-owner's vote at meetings of the Association and the interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%). 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.

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 6.1 Area of Future Development. The Condominium Project established pursuant to this Master Deed consists of forty seven (47) Units, numbered 1 through 47, consecutively, and is intended to be part of an Expandable Condominium under the Act which will contain a maximum of eighty-five (85) Units. Additional Units, if any, will be constructed upon all or portions of the following described land:

PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 10 EAST, TOWNSHIP OF OXFORD, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 35, TOWN 5 NORTH, RANGE 10 EAST; THENCE NORTH 85 DEGREES 45 MINUTES 31 SECONDS EAST 2789.36 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 38 SECONDS EAST, 1488.12 FEET; THENCE SOUTH 50 DEGREES 53 MINUTES 22 SECONDS EAST, 180.88 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 17 SECONDS EAST, 349.64 FEET; THENCE NORTH 39 DEGREES 14 MINUTES 09 SECONDS WEST, 241.68 FEET; THENCE NORTH 75 DEGREES 55 MINUTES 41 SECONDS WEST, 35.18 FEET; THENCE 44.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 60.00 FEET, CHORD BEARS NORTH 14 DEGREES 21 MINUTES 14 SECONDS WEST, 43.31 FEET; THENCE NORTH 87 DEGREES 09 MINUTES 17 SECONDS EAST, 182.29 FEET; THENCE NORTH 02 DEGREES 50 MINUTES 43 SECONDS WEST, 183.80 FEET; THENCE NORTH 87 DEGREES 09 MINUTES 17 SECONDS EAST, 36.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 50 MINUTES 43 SECONDS WEST, 210.00 FEET; THENCE NORTH 42 DEGREES 25 MINUTES 27 SECONDS WEST, 77.85 FEET; THENCE NORTH 02 DEGREES 50 MINUTES 43 SECONDS WEST, 215.00 FEET; THENCE NORTH 87 DEGREES 09 MINUTES 17 SECONDS EAST, 188.01 FEET; THENCE SOUTH 85 DEGREES 27 MINUTES 34 SECONDS EAST, 122.56 FEET; THENCE SOUTH 69 DEGREES 36 MINUTES 14 SECONDS EAST, 603.87 FEET; THENCE NORTH 70 DEGREES 01 MINUTE 21 SECONDS EAST, 159.97 FEET; THENCE NORTH 48 DEGREES 07 MINUTES 05 SECONDS EAST, 285.87 FEET; THENCE NORTH 54 DEGREES 45 MINUTES 02 SECONDS EAST, 125.04 FEET; THENCE NORTH 31 DEGREES 29 MINUTES 28 SECONDS WEST, 67.45 FEET; THENCE 24.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 220.00 FEET, CHORD BEARS NORTH 34 DEGREES 42 MINUTES 50 SECONDS WEST, 24.74 FEET; THENCE NORTH 52 DEGREES 03 MINUTES 48 SECONDS EAST, 60.00 FEET; THENCE NORTH 47 DEGREES 43 MINUTES 49 SECONDS EAST, 193.94 FEET; THENCE SOUTH 29 DEGREES 33 MINUTES 36 SECONDS EAST, 99.66 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 18 SECONDS EAST, 171.58 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 78.62 FEET; THENCE SOUTH 66 DEGREES 01 MINUTE 22 SECONDS EAST, 280.37 FEET; THENCE SOUTH 32 DEGREES 38 MINUTES 50 SECONDS EAST, 95.08 FEET; THENCE SOUTH 03 DEGREES 08 MINUTES 00 SECONDS EAST, 269.11 FEET; THENCE NORTH 64 DEGREES 45 MINUTES 35 SECONDS WEST, 208.20 FEET; THENCE 28.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 60.00 FEET, CHORD BEARS SOUTH 38 DEGREES 55 MINUTES 55 SECONDS WEST, 28.40 FEET; THENCE SOUTH 37 DEGREES 22 MINUTES 35 SECONDS EAST, 185.58 FEET; THENCE SOUTH 79 DEGREES 17 MINUTES 30 SECONDS WEST, 200.08 FEET; THENCE NORTH 67 DEGREES 05 MINUTES 54 SECONDS WEST, 131.52 FEET; THENCE NORTH 52 DEGREES 27 MINUTES 10 SECONDS WEST, 52.89 FEET; THENCE NORTH 84 DEGREES 56 MINUTES 57 SECONDS WEST, 48.06 FEET; THENCE SOUTH 48 DEGREES 07 MINUTES 05 SECONDS WEST, 175.10 FEET; THENCE SOUTH 79 DEGREES 10 MINUTES 06 SECONDS WEST, 111.88 FEET; THENCE NORTH 61 DEGREES 13 MINUTES 32 SECONDS WEST, 164.58 FEET; THENCE SOUTH 48 DEGREES 07 MINUTES 05 SECONDS WEST, 130.58 FEET; THENCE 30.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 279.99 FEET, CHORD BEARS SOUTH 51 DEGREES 12 MINUTES 33 SECONDS WEST, 30.20 FEET; THENCE SOUTH 44 DEGREES 39 MINUTES 49 SECONDS EAST, 203.55 FEET; THENCE SOUTH 62 DEGREES 10 MINUTES 32 SECONDS WEST, 46.58 FEET; THENCE NORTH 75 DEGREES 49 MINUTES 05 SECONDS WEST, 174.78 FEET; THENCE NORTH 39 DEGREES 32 MINUTES 50 SECONDS WEST, 95.07 FEET; THENCE 16.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 279.77 FEET, CHORD BEARS SOUTH 84 DEGREES 26 MINUTES 17 SECONDS WEST, 16.42 FEET; THENCE SOUTH 13 DEGREES 01 MINUTE 33 SECONDS WEST, 207.82 FEET; THENCE NORTH 85 DEGREES 57 MINUTES 38 SECONDS WEST, 113.24 FEET; THENCE NORTH 49 DEGREES 24 MINUTES 53 SECONDS WEST, 136.07 FEET; THENCE NORTH 65 DEGREES 26 MINUTES 34 SECONDS WEST, 253.40 FEET; THENCE NORTH 83 DEGREES 44 MINUTES 11 SECONDS WEST, 173.28 FEET; THENCE SOUTH 87 DEGREES 09 MINUTES 17 SECONDS WEST, 208.00 FEET TO THE POINT OF BEGINNING. CONTAINING 22.67 ACRES, MORE OR LESS, OF LAND IN AREA.

Section 6.2 Increase in Number of Units. Notwithstanding anything to the contrary contained in this Master Deed, the number of Units in the Project 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 Project of any portion of the Area of Future Development, provided that any such increase shall be in conformance with the approved site plan, any development agreement with the Township, and the applicable zoning ordinance.. The location, size, and configuration of all such additional Units that may be located in the Area of Future Development shall be determined by the Developer in its sole discretion, subject to the foregoing requirement..

Section 6.3 Expansion Not Mandatory. Nothing contained in this Article VI shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of the Area of Future Development as a rental development, a separate condominium project or projects, a commercial development or any other form of development, provided that any development of the Area of Future Development shall be in conformance with the approved site plan, any development agreement with the Township, and the applicable zoning ordinance.. There are no restrictions on the Developer's ability to expand the Project other than as explicitly set forth herein. The Developer has no obligation to add to the Condominium Project all or any portion of the Area of Future Development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations, except as may be required to conform with the approved site plan, any development agreement with the Township, and the applicable zoning ordinance.

Section 6.4 Amendment of Master Deed and Modification of Percentages of Value. The expansion of the Condominium Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to the Developer, in its discretion. Each such amendment to the Master Deed shall proportionately re-adjust the percentage of value set forth in Article V, in order to reflect a total value of one hundred (100%) percent for the entire Condominium Project, as expanded pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. However, such re-adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the method originally used by the Developer to determine percentages of value for the Project.

Section 6.5 Redefinition of Common Elements. Any amendments to the Master Deed for the purpose of expanding the Project shall contain such further delineations of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways and sidewalks located in the Project.

Section 6.6 Consolidating Master Deed. If the Project is expanded, a Consolidating Master Deed shall be recorded if required by the Act when the project is finally concluded as determined by the Developer, in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 6.7 Consent of Interested Persons. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to all amendments to this Master Deed prepared by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units which the Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any portion of this Master Deed and Exhibits.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 7.1 Right to Contract. As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of forty seven (47) Units on the land described in Article II. Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Article II and to withdraw from the Project all or some portion of the land described in Article II or all or some portion of any Area of Development which has been incorporated within the Project, provided that any such contraction, withdrawal, or reconfiguration shall be in conformance with the approved site plan, any development agreement with the Township, the applicable zoning ordinance (and including all applicable open space requirements). Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than two (2), subject to the forgoing requirements.

Section 7.2 Withdrawal of Land. In addition to the provisions of Section 7.1, Developer unconditionally reserves the right to withdraw from the Project any portion or portions of the land described in Article II provided such land is not reasonably necessary to provide access to or otherwise serve the Units and their appurtenant Limited Common Elements, if any, included in the Project, as contracted, and further provided that any such contraction, withdrawal, or reconfiguration shall be in conformance with the approved site plan, any development agreement with the Township, the applicable zoning ordinance (and including all applicable open space requirements). . Developer reserves the right to use the portion of the land withdrawn, in its discretion, subject to the foregoing requirements. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land previously withdrawn, provided that any such expansion shall comply with the approved site plan, any development agreement with the Township, the applicable zoning ordinance, and all applicable open space requirements.

Section 7.3 Creation of Easements. In the event of any contraction under this Article VII, Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, storm sewer, water main, sanitary sewer, gas, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Article II are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in

the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

Section 7.4 Amendment of Master Deed. Any contraction in size of the Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer. Each such amendment to the Master Deed shall proportionately readjust the percentages of value set forth in Article V, in order to reflect the total value of 100% for the Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentages of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

Section 7.5 Redefinition of Common Elements. Any amendments to the Master Deed pursuant to Section 7.4 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 Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VII, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

Section 7.6 Consent of Interested Parties. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VII and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the 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 re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VIII

CONSOLIDATION, AND OTHER MODIFICATION OF UNITS, AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article VIII. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

Section 8.1 Modification of Units. Developer may, in its sole discretion, and without obtaining the consent of any other person whatsoever (including Co-owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, provided that any such modifications shall be in conformance with the approved site plan, any development agreement with the Township, the applicable zoning ordinance, and subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Section 10.1 of

this Master Deed. Any modifications by Developer in accordance with the terms of this Section 8.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article X of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 8.2 Consolidation or Relocation of Units. During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of the Township and any other governmental authority having jurisdiction over the Project and further subject to Section 10.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

Section 8.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VIII or for other purposes.

Section 8.4 Right to Construct Amenities. Developer reserves the right to construct various amenities, including, by way of example, entranceway monuments, street signs and other signage, foot bridges, jogging or walking paths, nature trails, detention pond areas, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities shall be collectively referred to as the "Amenities"). If any such Amenities are included in the

Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

ARTICLE IX

EASEMENTS, AGREEMENTS AND RESTRICTIONS

Section 9.1 Easement for Utilities and Storm Water Drainage Facilities. Developer reserves for itself, its successors and assigns, the Association, and the Township, perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium, including, without limitation, a perpetual easement for the installation, maintenance, repair and replacement of the Storm Water Drainage Facilities. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium, to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 9.2 Easements Retained by Developer.

(a) Utility Easements. Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sewer, storm drainage, telephone, electrical, and telecommunications improvements as identified in the approved final site plan for the Project and all plans and specifications approved by the Township, as well as any amendments thereto. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 9.2(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. The Co-owners of this Condominium may be responsible from time to time for the payment of a proportionate share of said expenses, (to the extent said expenses are not paid by a governmental agency or public utility) which shall be determined by Developer in its reasonable discretion.

(b) Sanitary Sewer Easement. The Project is subject to a perpetual and permanent easement(s) in favor of the Township (referred to as "grantee"), and grantee's contractors, employees, agents, successors, assigns and transferees, in, over, under and through the portion of the Project identified on the Condominium Subdivision Plan, which easement(s) 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:

1. The easement(s) shall be for the purposes of developing, establishing, constructing, repairing, maintaining, sanitary sewer system, or related

appurtenances, in any size, form, shape or capacity. The Association shall be responsible to the Township for any damage to such improvements caused by a Co-owner or the Association, and a Co-owner shall be responsible to the Association for any damage to such improvements caused by a Co-owner;

2. The grantee shall have the right to sell, assign, transfer or convey this easement(s) to any other governmental unit;

3. No Co-owner shall build or convey to others any permission to build any permanent structures on the said easement(s), provided that roads and driveways may be installed within said easement(s) in accordance with plans which have been approved by the Township.

4. The grantee and its agents, contractors and designated representatives shall have right-of-entry on, and to gain access to, the easement(s) area established pursuant to this Section 9.2(b).

5. All Co-owners in the condominium complex release grantee and its agents, 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 sanitary sewer system or otherwise arising from or incident to the exercise by grantee of its rights under the said easement(s), and all owners covenant not to sue grantee for any such damages.

(c) Water Easement. The Project is subject to a perpetual and permanent easement(s) in favor of the Township (referred to as "grantee"), and grantee's contractors, employees, agents, successors, assigns and transferees, in, over, under and through the property described as the easements shown on the Condominium Subdivision Plan, which easement(s) 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:

1. The easement(s) herein granted shall be for the purposes of granting the Township rights to developing, establishing, constructing, repairing, maintaining, water supply system, or related appurtenances, in any size, form, shape, or capacity (hereinafter referred to as the "Improvements").

2. The Developer shall be held financially liable to the Township for any damages caused by Developer to the Improvements, and likewise, the Association shall be held financially liable for any damages that the Association or a Co-Owner cause to the Improvements. The Association is expressly authorized to seek indemnification from any co-owner found liable for damaging the Improvements.

3. The grantee shall have the right to sell, assign, transfer or convey this easement(s) to any other governmental unit;

4. No owner in the condominium complex shall build or convey to others any permission to build any permanent structures on the said easement(s), provided that roads and driveways may be installed within said easement(s) in accordance with plans which have been approved by the Township.

5. The grantee and its agents, contractors and designated representatives shall have right-of-entry on, and to gain access to, the easement(s) area (s) established pursuant to this Section 9.2(c).

All Co-owners release grantee and its agents, 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 or otherwise arising from or incident to the exercise by grantee of its rights under the said easement(s), and all Co-owners covenant not to sue grantee for any such damages.

(d) Additional Easements. Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, nature trails, water mains, sanitary sewers, storm drains, retention basins, water wells serving Common Elements, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto as identified in the approved final site plan for the Project and all plans and specifications approved by the Township, as well as any amendments thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

(e) Area of Future Development. In the event that Developer, its successor or assigns, elects to establish all or a portion of the Area of Future Development as one or more separate projects as set forth in Section 6.3 of this Master Deed, Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the development and operation of such project(s), including, but not limited to: (1) easements for ingress and egress over all roads within the Condominium Project; (2) easements to tap, tie into and use all water mains, sanitary sewers, storm drains, retention basins, water mains, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities within the Condominium Premises, including all equipment, facilities and appurtenances relating thereto; (3) easements to enlarge, construct, install, repair, maintain and/or replace water mains, sanitary sewers, storm drains, retention basins, water mains, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities within the Condominium Premises, including all equipment, facilities and appurtenances relating thereto; and (4) easements for the purpose of marketing the new project(s), including, but not limited to, an easement to construct and maintain anywhere within the Condominium Project one or more signs advertising condominium units in the new project(s) and the right to utilize any Unit owned by Developer or its affiliates as a model home and/or sales office for the new project(s), provided that the exercise of all such rights and the establishment and operation of any such project(s) shall be in conformance with the approved site plan, any development agreement with the Township, the applicable zoning ordinance, all applicable open space requirements, and any required approvals by the Township.

Section 9.3 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 9.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 9.5 Telecommunications Agreements. The Developer, during the Construction and Sales Period, and the Association, acting through its duly constituted Board of Directors, thereafter, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Developer during the Construction and Sales Period (unless assigned by the Developer to the Association) and the Association thereafter.

Section 9.6 Association Assumption of Obligations. The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 9.7 School Bus and Emergency Vehicle Access Easement. Developer reserves for the benefit of the Township, any private or public school system, and any emergency service agency, an easement over all roads in the Condominium for use by the Township, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof.

Section 9.8 Sign Easement. Developer reserves for the benefit of itself, its successors and assigns, an easement to construct and maintain anywhere within the Project one or more signs advertising Condominium Units in the Project. Such signs shall be constructed and maintained in accordance with all applicable Township Ordinances and only upon Developer having secured any necessary approvals from the Township.

Section 9.9 Termination of Easements. Developer reserves the right, during the Construction and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

Section 9.10 Private Road and Maintenance Easement. Until such time, if any, as the roads are accepted as public improvements, there shall be an easement for the benefit of the Association and the Township over all roadways depicted on Exhibit B for ingress and egress to Units and any General Common Elements. Such easement shall permit the Township access to all General Common Elements for the purposes of constructing, operating, inspecting, maintaining, repairing, altering, replacing and/or removing pipelines, mains, conduits and other installations of a similar character for the purpose of providing public utilities, including conveyance of sewage, water and storm water runoff across, through and under the Property located within the Condominium, and excavating and refilling ditches and trenches necessary for the location of said structures. No Co-owner of any Unit shall restrict or interfere with the normal ingress and egress of other property owners, their families, guests, invitees, trades-people or representatives of the Township or their contractors and any other persons traveling to or leaving any of the Units served by the private roads located within the Condominium. The Association shall be responsible to maintain any surface grading and resurfacing of private roads within the Condominium at regular intervals and shall be responsible for snow and ice removal, repair of potholes, maintenance of road drainage and storm water management systems, maintenance of unobstructed vision at any intersection with another public or private road, annual dust control and regular cutting of weeds and grass within the Common Elements adjacent to the private road within the Condominium. The Township Board may authorize the repair and/or maintenance of any private road which is not being maintained adequately to permit safe access by users and emergency vehicles, and to assess the cost of such repair and/or maintenance, including the costs of engineering and administration, to the Association and Co-owners on an equitable basis. The decision to authorize repair and/or maintenance shall be at the Township Board's sole discretion. The Township shall have no obligation to perform regular inspections of the private roads or to provide necessary repairs or maintenance. The maintenance obligations herein shall run with the land served by the private road, and shall be binding on all Co-owners and their successors in title in the event the Master Deed is terminated, the Association ceases to exist, or the facilities identified herein are not adequately maintained. Such easements are depicted and described on Exhibit B to the Master Deed.

Section 9.11 Open Space Preservation. If any portion of the General Common Element land is identified as "Protected Open Space Area" on the Condominium Subdivision Plan, in addition to any applicable restrictions contained in the Bylaws, such Protected Open Space Area is intended to stay in its natural state and be used by the Co-owners only for passive recreational activities and in accordance with the final approved site plan. The following shall be prohibited within any such Protected Open Space Area:

- (a) Any type of development;

- (b)** Dumping or storing of any material or refuse;
- (c)** Any activity that causes soil erosion or endangers any living plant material;
- (d)** Use of motorized off-road vehicles;
- (e)** Use of pesticides, herbicides, or fertilizers within or adjacent thereto.
- (f)** Cutting or removal of live plant material except for removal of dying or deceased vegetation; and
- (g)** Cutting, filling, or removing of vegetation from wetland areas
- (h)** The amount of Open Space Area shall not be reduced below the amount shown on the approved final site plan for the Project without the Township's prior approval. This subsection 9.11(h) shall also be deemed to be a matter that requires the Township's approval under Section 10.7 of this Master Deed.

Notwithstanding anything to the contrary contained in this Section 9.11: (i) The Open Space Area shall comply with Section 6.14 of the Township's Zoning Ordinance as of the date of this Master Deed; and (ii) the Developer and the Association shall have the right to install and maintain improvements within the Open Space Area for passive recreational use by the Co-owners as depicted on the final approved site plan and as permitted under Section 6.14 of the Township's Zoning Ordinance as of the date of this Master Deed, including, without limitation, installing and maintaining landscaping, benches, gazebos, play equipment, and pathways, as set forth in Section 6.14 of the Township's Zoning Ordinance. The Association's right to install improvements shall be subject to the Developer's approval during the Construction and Sales Period. Notwithstanding anything to the contrary, the final approved site plan shall control to the extent it conflicts with the Township's Zoning Ordinance. Furthermore, any improvements proposed by the Developer for placement on the Open Space Area not depicted in the Final Approved Site Plan shall be submitted to the Township for the consideration of a minor or major amendment of the Final Approved Site Plan, as defined by the Zoning Ordinance, and in accordance with the provisions of the Zoning Ordinance.

Following the Transitional Control Date, the Association shall be responsible for maintaining the Open Space Areas at regular intervals. There shall be an easement over the Open Space Areas for the benefit of the Township, which shall permit the Township access to the Open Space Areas for the purpose of performing maintenance in the case that the Association fails to do so. Such work by the Township may only be undertaken after providing 30 days' written notice to the Association, unless the Township determines within its sole discretion that there is an imminent health and safety issue necessitating imminent repair and/or maintenance. The Township Board may authorize the repair and/or maintenance of the Open Space Areas which is not being maintained adequately to permit safe access by users, and to assess the cost of such repair and/or maintenance, including the costs of engineering, plus an administrative fee of 25% of the total cost of the repair and/or maintenance, to the Co-owners on an equitable basis, with notice to the Association. The decision to authorize repair and/or maintenance shall be at the Township Board's sole discretion. The Township shall have no obligation to perform regular inspections of the Open Space Areas or to provide necessary repairs or maintenance. The maintenance obligations herein shall run with the land, and shall be binding on all Co-owners and their successors in title in the event the Master Deed is terminated, the Association ceases to exist, or the facilities identified herein are not adequately maintained.

Section 9.12 Greenbelt Easement. If the Condominium Subdivision Plan identifies a landscape buffer or “greenbelt” within a Unit, Developer and the Association shall have such easements over, under and across such Units for the purpose of maintaining such landscape buffer or greenbelt. The easement shall allow for the maintenance, repair, or replacement of any landscaping, irrigation equipment or related items within the landscape buffer or greenbelt area. Co-owners shall not remove, add to, or otherwise alter the landscaping within any landscape buffer or greenbelt.

Section 9.13 Development Agreement. The Condominium Project is subject to the terms of the Development Agreement.

ARTICLE X

AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

Section 10.1 Co-owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant.

Section 10.2 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional 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 or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 10.3 Change in Value of Vote, and Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except for a modification made in connection with the expansion or contraction of the Project or consolidation or modification of Units under Article VI, VII or VIII of this Master Deed.

Section 10.4 Mortgage Approval. Pursuant to Section 90(2) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each

mortgagee shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

- (a) The termination of the Condominium Project.
- (b) A change in the method of formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.
- (d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.
- (e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.
- (f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

Section 10.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-Owners.

Section 10.6 Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer.

Section 10.7 Township Approval; Township Rights. Notwithstanding anything to the contrary contained in this Master Deed, any amendment to this Master Deed, the Condominium Subdivision Plan, or any related condominium documents that (i) would substantially affect or deviate from the approved final site plan, (ii) would require or trigger a site plan amendment under applicable Township ordinances, (iii) is inconsistent or in conflict with, or would impair, modify, or waive any provision of any development agreement with the Township, (iv) would diminish, impair, or adversely affect any rights of the Township granted under this Master Deed or otherwise, (v) would materially affect the rights of any Co-owners or mortgagees in the Project, or (vi) is otherwise subject to approval under any applicable ordinance, statute, regulation, or condition of approval, shall be subject to the prior written approval of the Oxford Township Planning Commission (or such other board or body of the Township having jurisdiction), which approval shall be obtained before such amendment is recorded.

In addition, no amendment shall be effective if it would result in a violation of any applicable Township ordinance, the approved site plan, any required site plan amendment, any development agreement with the Township, or any condition of approval imposed by the Township, and any such amendment recorded without the required Township approval shall be null and void ab initio. The Township shall have the right, but not the obligation,

to review and enforce compliance with this Section, including the right to pursue any and all remedies available at law or in equity.

ARTICLE XI

CONVERTIBLE AREAS

The Condominium is established as a convertible condominium in accordance with the provisions of this Article:

Section 11.1 Convertible Areas. The General Common Elements identified on the Condominium Subdivision Plan shall constitute Convertible Areas within which Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article XI. The Developer reserves the right, but not an obligation, to convert the Convertible Areas. The maximum number of Units that may be created in the Convertible Areas is zero, although Units may be expanded and modified as provided in this Article XI. The number of Units in the Condominium may decrease, but shall not increase, as a result of the conversion of the Convertible Areas.

Section 11.2 Modification. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, provided that any such modifications shall be in conformance with the approved site plan, any development agreement with the Township, the applicable zoning ordinance, and any required approvals by the Township. The changes in the Common Elements could include (by way of illustration and not limitation) construction of court yards, patios, decks, porches and other amenities on any portion of the Convertible Areas.

Section 11.3 Restrictions. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinance or building authorities.

Section 11.4 Compatible Structures. The extent to which any structure erected on any portion of the Convertible Areas is compatible with structures included in the Master Deed lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities.

Section 11.5 Co-owner Consent. The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees 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 conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, mortgagees and

other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and not further notice of such amendment shall be required.

Section 11.6 Percentage of Value. All modifications to Units and Common Elements made pursuant to this Article XI 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 in which the percentages of value set forth in Article V hereof shall be proportionately readjusted, if the Developer deems it to be applicable, 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 Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article V of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements as may be necessary to describe adequately and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, 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 XI.

ARTICLE XII

DEVELOPER'S RIGHT TO USE FACILITIES

Developer, its successors and assigns, agents and employees may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

ARTICLE XIII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 Developer to and assumed by any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

[Signature and notarization are contained on the following page]

CLEARVIEW HOMES, LLC
a Delaware limited liability company

By: _____

Its: _____

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, the _____ of Clearview Homes, LLC, a Delaware limited liability company, on behalf of such company.

Notary Public

DRAFTED BY AND WHEN RECORDED RETURN TO:
Duncan P. Ogilvie, Esq.
SK Detroit Law Partners, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075
(248) 353-7620

Exhibit B

EXHIBIT "A"

CONDOMINIUM BYLAWS

SANCTUARY HILLS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1.1 ***Formation; Membership.*** Sanctuary Hills, a residential site condominium project located in Oxford Township, Oakland County, Michigan, shall be administered by the Sanctuary Hills Condominium Association, a Michigan non-profit corporation, (the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act, as amended. Each Co-owner shall be a member in the Association and no other person or entity shall be entitled to membership. Co-owners are sometimes referred to as "Members" in these Bylaws. A Co-owner's share of the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, all of which shall be available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.2 ***Definitions.*** Capitalized terms used in these Bylaws without further definition shall have the meanings given to such terms in the Master Deed, or the Act unless the context dictates otherwise.

Section 1.3 ***Conflicts of Terms and Provisions.*** In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

ARTICLE II

ASSESSMENTS

Section 2.1 ***Assessments Against Units and Co-owners.*** All expenses arising from the management, administration and operation of the Association in accordance with the authorizations and responsibilities prescribed 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 provisions of this Article II.

Section 2.2 ***Assessments for Common Elements; Personal Property Taxes Assessed Against the Association.*** All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2.3 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 ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of the Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual assessments, as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual Budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a 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. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the Budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium Project's operation and management, (2) to provide for repairs or replacements of existing Common Elements not to exceed Twelve Thousand and 00/100 (\$12,000.00) Dollars, in the aggregate, annually, or (3) that an emergency exists, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it deems necessary. The Board of Directors shall also have the authority, without Co-owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Section 5.2 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) **Special Assessments.** Special assessments, in addition to the general assessments required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-owner approval 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 in excess of Twelve Thousand and 00/100 (\$12,000.00) Dollars, in the aggregate, annually, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of the Co-owners representing sixty (60%) percent or more of the combined percentage of value of all Units within the Condominium Project. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(c) **Remedial Assessments.** If any Co-owner fails to properly maintain or repair his Unit in accordance with the provisions of Article VI, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain or repair the Co-owner's Unit, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed against the Co-owner of such Unit.

Section 2.4 ***Apportionment of Assessments and Penalty for Default.*** Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover administration expenses shall be apportioned among and paid by the Co-owners in accordance with the respective percentages of value allocated to each Co-owner's Unit in Article V of the Master Deed, without adjustment for the use or non-use of the Unit or any Limited Common Element appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-owners in monthly, annual or semi-annual payments as determined by the Association's Board of Directors. A Co-owner's payment obligations will commence with the 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. A Co-owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed twenty-five (\$25.00) Dollars per month plus administrative and processing fees shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment, together with the applicable late charges, are paid in full. In addition, assessments in default for ten (10) or more days shall accrue interest at a rate to be determined by the Association, not exceeding the highest rate permitted by law, commencing from the date any such assessments were due until such assessment, including applicable late charges, are paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessment installments; and third, to the assessment installments in default in the order of their due dates.

Section 2.5 ***Waiver of Use or Abandonment of Units.*** No Co-owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Common Elements or by abandoning his Unit.

Section 2.6 ***Liens for Unpaid Assessments.*** The sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale of such Unit or Units. Any such unpaid sum shall constitute a lien against the Unit 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. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

Section 2.7 ***Enforcement.***

(a) ***Remedies.*** In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure of the statutory lien that secures payment of assessments. In the event any Co-owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project, and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon. 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 also assess fines for late payment or non-payment of assessments in

accordance with the provisions of Section 18.4 of these Bylaws. 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 Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. In addition, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he reviewed the provisions of this subparagraph and he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose any assessment liens by advertisement and waived the right to a hearing prior to the sale of the applicable Unit.

(c) Notices of Action. Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisement, until the Association has provided the delinquent Co-owner with written notice, sent by first class mail, postage prepaid, addressed to the delinquent Co-owner at his last known address, that one or more assessment installments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within ten (10) days from the date of the notice. 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 or 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 Oakland County Register of Deeds prior to the commencement of any foreclosure proceeding. 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 under these Bylaws and under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent Co-owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 2.8 Liability of Mortgagees. Notwithstanding any other provision of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units including the mortgaged Unit and except for delinquent assessments for which a notice of lien was recorded prior to the recordation of such first mortgage).

Section 2.9 Developer's Responsibility for Assessments. Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to Units owned by Developer which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the Township and a residential dwelling is occupied if it is occupied as a residence. Model and "spec" homes shall not constitute completed and occupied dwellings. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract to a Co-owner, the Co-owner shall be liable for all assessments and Developer shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, Developer shall at all times pay expenses of maintaining the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time (excluding reserves) for street and utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by Developer at the time the expense is incurred to the total number of Units in the Project. In no event shall Developer be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to Units that are owned by Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs.

Section 2.10 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 2.11 Personal Property Tax Assessment of Association Property. The Association shall be assessed as the 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 2.12 Construction Liens. 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 2.13 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. 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 identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be 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 sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded pursuant to Section 2.7 have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III

JUDICIAL ACTIONS AND CLAIMS

Section 3.1 Judicial Relief. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and value of the Co-owners, and shall be governed by the requirements of this Article III. The requirements of this Article III will ensure that the Co-owners 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. These requirements are imposed in order to reduce both the cost of litigation and the risk of unsuccessful litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and Developer shall have standing to sue to enforce the requirements of this Article III. The Developer shall be entitled to enforce the provisions of this Article III, regardless of whether Developer owns any Units. The procedures and requirements described in this Article III shall apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

Section 3.2 Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 3.3 Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners and Developer of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information:

- (a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that it is in the best interests of the Association to file a lawsuit.
- (b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action.
- (c) The litigation attorney's written estimate of the amount of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- (d) The litigation attorney's proposed written fee agreement.
- (e) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 3.7 of this Article III.

Section 3.4 Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. The

independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 3.5 **Fee Agreement with Litigation Attorney.** The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action.

Section 3.6 **Co-owner Vote Required.** At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of two-thirds (2/3rds) in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 3.7 **Litigation Special Assessment.** All legal fees incurred in pursuit of any civil action that is subject to this Article III shall only be paid by special assessment of the Co-owners (“litigation special assessment”). General assessments shall not be used to pay fees and expenses incurred in pursuit of any civil action subject to this Article III. The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by two-thirds (2/3rds) in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twelve (12) months.

Section 3.8 **Changes in the Litigation Special Assessment.** If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 3.9 **Disclosure of Litigation Expenses.** The attorneys’ fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association (“litigation expenses”) shall be fully disclosed to Co-owners in the Association’s annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned “litigation expenses” in the Association’s annual budget.

ARTICLE IV

INSURANCE

Section 4.1 **Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, (in a minimum amount to be determined by Developer or the Association in its discretion), officers' and directors' liability insurance and workmen's compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary as is relates 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 the Association.** All of the insurance referenced in this Section 4.1 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 mortgagee endorsements to the mortgagees of Co-owners.

(b) **Insurance of Common Elements.** If applicable and appropriate, General Common Elements of the Condominium Project, other than road, shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

(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 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 retained by the Association and applied for such repair or reconstruction.

Section 4.2 **Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect insurance proceeds and to distribute the same to the Association, the Co-owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs or reconstruction, 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 accomplish the foregoing purposes.

Section 4.3 **Co-owner Responsibilities.** Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within such Co-owner's Unit, any Limited Common Elements appurtenant thereto and for his personal property located therein or thereon or elsewhere

in the Condominium Project. The Association shall have no responsibility whatsoever to insure any such improvements or personal property. In addition, each Co-owner shall be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of his Unit and any appurtenant Limited Common Elements, naming the Association and Developer as additional insureds, and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner under this Section 4.3. If a Co-owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not obligated to, obtain such insurance on behalf of the Co-owner and the premiums for such insurance shall constitute a lien against the Co-owner's Unit which may be collected in the same manner that assessments may be collected under Article II of these Bylaws.

Section 4.4 **Waiver of Subrogation.** 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 ensure that all property and liability insurance carried by the Association and any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 4.5 **Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorney's fees, which the other Co-owners, Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 5.1 **Co-owner Responsibility for Repair.** Each Co-owner shall be responsible for all reconstruction, repair and maintenance of the dwelling and all other improvements, fixtures and personal property within his Unit and all Limited Common Elements appurtenant to the Unit, if any. If any damage to the dwelling or other improvements constructed within a Co-owner's Unit adversely affects the appearance of the Project, the Co-owner shall proceed to remove, repair or replace the damaged property without delay.

Section 5.2 **Association Responsibility for Repair.** The Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately following a casualty to property which the Association is responsible for maintaining and repairing, the Association shall obtain reliable and detailed cost estimates to repair or replace the damaged property to a condition comparable to that which existed immediately prior to the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair or, if at any time during such reconstruction or repair or, upon completion of such reconstruction or repair, there are insufficient funds for the payment of the reconstruction or repair, the Association shall make an assessment against all Co-owners for an amount which, when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of repair or reconstruction of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.3 Timely Reconstruction and Repair. If any damage to Common Elements or improvements within a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed to replace the damaged property without delay, and shall use its best efforts to complete such replacement within three (3) months from the date upon which the property damage occurred.

Section 5.4 Eminent Domain. Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) **Taking of a Unit or Related Improvements.** In the event all or a portion of a Unit or any improvements thereon, are taken 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. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) **Taking of Common Elements.** If there is a taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-owners representing greater than two-thirds (2/3rds) in percentage of value of the total votes of all Co-owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to rebuild, repair or replace the portion so taken or to take such other action as authorized by the foregoing vote of the Co-owners. If the Association is directed by the requisite number of Co-owners to rebuild, repair or replace all or any portion of the General Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any condemnation award for General Common Elements and any negotiated settlement approved by the Co-owners representing two-thirds (2/3rds) or more of the total percentages of value of all Co-owners qualified to vote shall be binding on all Co-owners.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project 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 to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the Condominium being one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-owner, mortgagee or other person.

(d) **Notification of Mortgagees.** In the event all or any portion of a Unit in the Condominium or all or any portion of the Common Elements 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 shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgages of Units" pursuant to Section 7.1 of these Bylaws.

Section 5.5 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefor by FHLMC, the Association shall give FHLMC written notice, at such address as FHLMC may from time to time direct, of any loss to or taking of the Common Elements that exceeds Ten Thousand (\$10,000) Dollars or loss or taking that exceeds One Thousand (\$1,000) Dollars that relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC.

Section 5.6 Priority of Mortgage 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 Units pursuant to their mortgages with respect to any distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

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

Section 6.1 Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes, as defined by the Oxford Township Zoning Ordinance. No building shall be constructed or placed within a Unit except one single-family private dwelling or model home not to exceed two (2) stories in height and an attached front or side entry garage containing not less than two (2) and not more than four (4) parking spaces for the sole use of the Co-owner or occupants of the dwelling. No other accessory building or structure may be erected in any manner or location within a Unit without the prior written consent of Developer and/or the Architectural Review Committee (as described in Section 6.24 below).

Section 6.2 Dwelling, Quality and Size. All dwellings and approved accessory structures shall be constructed in accordance with the approved site plan and all applicable governmental building codes, zoning and other ordinances and/or regulations and in accordance with such further standards as may be required by these Bylaws, the Architectural Review Committee, or Developer, its successors and/or assigns. In order to ensure that all dwellings and approved accessory structures in the Condominium Project shall be of quality design, workmanship, with materials approved by the Developer, prior to constructing a dwelling or accessory structure, all plans must be approved by Developer during the Construction and Sales Period, and thereafter by the Association. Notwithstanding the foregoing, all dwellings shall be subject to the following minimum requirements:

Minimum Size - One story ranch style homes:	1,600 square feet
Minimum Size - Multi-story homes:	1,900 square feet

Section 6.3 Driveways. Driveways and other paved areas for vehicular or pedestrian use within a Unit shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface approved by Developer and in compliance with the final approved site plan and engineering standards set forth by Oxford Township from time to time. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.

Section 6.4 Building Materials. Exterior building materials on dwellings and attached garages shall be constructed, principally, of brick, brick veneer, stone, vinyl and/or wood, or such other materials approved by the Developer, during the Construction and Sales Period, and thereafter by the Association. Notwithstanding the foregoing, all structures must Be substantially similar in material coverage as presented in the approved site plan.

Section 6.5 Home Occupations, Nuisances and Livestock. No home occupation, profession or commercial activity that requires members of the public to visit a Co-owner's Unit or requires commercial vehicles to travel to and from a Co-owner's Unit shall be conducted in any dwelling located in the Condominium Project, with the exception of model homes owned by, and the sales activities of, Developer or builders, developers and real estate companies who own or hold any Units for resale to

customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon any Unit or Common Element nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Unit. No animals or birds shall be maintained on any Unit, except customary house pets for domestic purposes only. All animal life maintained on any Unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No animal may be permitted to run loose at any time within the Condominium, and any animal shall at all times be leashed and accompanied by a responsible person while on the General Common Elements. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the Township, provided that it does not become offensive or a nuisance. No occupied or unoccupied Unit shall be used or maintained as a dumping ground for rubbish or trash.

Section 6.6 Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided, however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved to or reconstructed on any Unit. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated by Developer or the Association as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by a Co-owner, or said Co-owner's agents, servants, employees or independent contractors, in connection with said Co-owner's Unit shall be restored by said Co-owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped. No storage sheds shall be erected on a Unit without the approval of the Township and prior written approval of Developer during the Construction and Sales Period, and thereafter by the Association.

Section 6.7 Soil Removal; Soil Erosion. Soil removal from a Unit shall not be permitted, except as required for building construction and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable permits, statutes, ordinances, rules and regulations of all governmental units having jurisdiction over such activities.

Section 6.8 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground within a Unit other than within buildings or structures.

Section 6.9 Tree Removal. No tree may be removed from any Unit during the Construction and Sales Period in violation of any Township Ordinance or without Developer's prior written approval. At all times trees shall only be removed in accordance with all applicable zoning and other ordinances and/or regulations promulgated by the Township and any other governmental authority having jurisdiction.

Section 6.10 Performance of Construction. No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

Section 6.11 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat or other watercraft, aircraft, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall, at any time, be parked or maintained on any Unit, unless stored fully enclosed within an attached garage or similar structure. However Developer's sales and construction trailers, trucks and equipment may be parked and used on any Unit during construction operations subject to compliance with Township Ordinances and any applicable Township approvals, and a motor home or camping vehicle may be parked temporarily without being enclosed for a period not to exceed two (2) days for the purpose of loading and unloading such vehicle prior to and following its use. No commercial vehicle lawfully upon any Unit for business purposes shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 6.12 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Co-owners. No outside storage for refuse or garbage shall be maintained or used unless it is properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited. If the Township, by ordinance, has a mandatory rubbish removal and waste recycling program or establishes such a program at a later date, each Co-owner shall participate in such program and shall be billed separately by the Township for such services.

Section 6.13 Fences, Obstructions and Dog Runs. With the exception of any fencing improvements installed by Developer, no fences, walls or similar structures shall be erected on any Unit without the prior written approval of Developer, and the Township, if required. Only decorative black aluminum fencing shall be allowed with prior approval and shall be attached at the rear plane of the house. A Co-owner shall not be permitted to install within the exterior yards of a Unit, any cables, wires, ropes or other device which is intended to physically constrict the movement of a dog, with the exception of a so-called "invisible" fence. The boundaries of any invisible fence shall be limited to the rear yard and the portion of the side yard of a Unit which is located between the rear boundary of a Unit and the front wall of the dwelling and a dog shall not be allowed unleashed in either the front yard of a Unit or the Common Elements.

Section 6.14 Landscaping and Grass Cutting; Assumption of Obligations. Upon completion of a residential dwelling on any Unit, the Co-owner shall establish a lawn on such Unit and cause such Unit to be suitably landscaped as soon after such completion as weather permits, and in any event within ninety (90) days from the date of completion. The front yard of the Unit must be sodded (not seeded). Prior to commencing any landscaping on the Co-owner's Unit, the Co-owner shall submit to Developer a proposed landscape plan, which plan shall be subject to Developer's prior approval. Developer shall have the right to adopt additional minimum landscaping requirements for the Units. If a Co-owner fails to install the required landscaping within the foregoing ninety (90) day period, the Developer or Association may assess a fine against the Co-owner in an amount equal to \$200 per month for each month or partial month the landscaping incomplete beyond the initial ninety (90) day period, which fine shall constitute a lien against the Co-owner's Unit and may be enforced in accordance with Article II of these Bylaws. When weeds or grass located on any Unit exceed six (6") inches in height, the Co-owner of said Unit shall mow or cut said weeds and grass over the entire Unit, except in wooded areas. If the Co-owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, Developer or the Association may perform such work and the cost of such work shall become a lien upon the Unit(s) involved, until paid. The Co-owner shall, at its cost, immediately remove any shrub, tree or other plant that is diseased, dying or dead. If the Co-owner fails to install the required landscaping within the foregoing ninety (90) day period or fails remove diseased, dying or dead shrub(s), tree(s) or other plant(s), Developer or the Association may perform such work and the cost of such work shall become a lien upon the Unit(s) involved, until paid. All Units owned by Developer in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.14. Upon conveyance of any Unit by Developer to a Co-owner other than Developer, the exemption for said Unit shall thereupon cease and such Unit shall be subject to all of the

restrictions contained in this Section 6.14. Landscaping shall not conflict with the landscaping plan for the Project which has been approved by the Township.

Section 6.15 Motorized Vehicles; Firearms. No motorcycles or other vehicles shall be operated in any Common Elements within the Project other than the roadways, provided that bicycles and other non-motorized vehicles may utilize the roads and sidewalks. Snowmobiles shall not be operated anywhere within the Condominium Project. No firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices and/or remote control aircraft shall be used anywhere on or about the Condominium Project.

Section 6.16 Swimming Pools, Tennis Courts, and Other Structures. No swimming pool, tennis court, gazebo, hot tub or other recreational structures shall be constructed on any Unit unless approved in writing by the Developer during the Construction and Sales Period and the Township, if required; and thereafter, by the Association. No above ground pools shall be allowed. Any below ground swimming pool, tennis court or similar structure which has been approved in writing by the Developer or Association, as applicable, shall be constructed in accordance with all applicable local ordinances and state laws and shall be screened from all streets by wall, solid fence, evergreen hedge or other visual barrier which has been approved in writing by the Developer during the Construction and Sales Period, and thereafter, the Association, and constructed in compliance with all applicable laws and governmental regulations.

All decks must be located in the rear yard of a Unit and cannot protrude into any side yards without the Developer's approval. All decks must otherwise comply with all applicable rear yard setback and other applicable requirements imposed by the Township, applicable Township ordinances, and these Bylaws. All air conditioning compressor units must also be located in the rear or side yard of a unit adjacent to the dwelling and must be screened from all streets by evergreen hedge or other visual barrier as approved in writing by the Developer, during the Construction and Sales Period, and thereafter by the Association.

Section 6.17 Signs; Illumination; Mailboxes. 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 the Township if applicable under Township Ordinances and the Developer, with the exception of non-illuminated signs which are not more than six (6) square feet in area pertaining only to the sale of the premises upon which it is maintained. The foregoing restrictions shall not apply to signs that may be 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 any periods that a residence may be used as a model of for display purposes, provided that any necessary Township approvals have been obtained.

No additional 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 Developer and the Township, if required under applicable Township Ordinances. Such illumination shall only be approved if such illumination complies with applicable Township Ordinances and if the type, intensity and style thereof are compatible with the style and character of the development of the Unit and the Projects and no lights shall be placed higher than fifteen (15') feet above the ground.

Developer may, but unless shown on the approved final site plan for the Project, Developer shall not be required to, install illuminating fixtures within the General Common Elements and designate the fixtures as common lighting as provided in Section 4.1(b) of the Master Deed. The cost of providing electricity for common lighting located within Unit boundaries shall be paid by the Association. Such fixtures shall be maintained, repaired and replaced (including the replacement of light bulbs) by the individual Co-owners without reimbursement from the Association. The size and nature of the light bulbs to be used in the fixtures shall be determined by the Association in its discretion. A Co-owner shall not

modify or change such common lighting fixtures in any way and shall not cause the electrical flow for their operation to be interrupted at any time. The fixtures may operate on photoelectric cells, and shall remain lit at all times determined by the Association.

Each Unit shall have a mailbox assigned to it by Developer in order to maintain a uniform appearance within the Condominium Project. Developer shall have the right to cluster mailboxes in one or more locations within the Project. All Mailboxes shall be installed in accordance with the standards and/or requirements of the United States Postal Service. The mailboxes shall be maintained, repaired and replaced by the Association.

Section 6.18 Swings, Slides, Playscapes, and Other Playground Equipment. No swings, slides, playscapes or other similar playground equipment (collectively, "Playground Equipment") shall be constructed on any Unit unless approved in advance, in writing by the Developer during the Construction and Sales Period and the Association thereafter. Any Playground Equipment which has been approved in writing by the Developer or the Association shall be constructed in accordance with this Master Deed with all applicable local ordinances and/or state laws. In any event, all approved Playground Equipment must be placed in a location on the Unit that is unobtrusive, and not readily visible from the street or common areas and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by the Developer or the Association.

Section 6.19 Basketball Hoops and Play Areas. Basketball hoops and play areas shall be permitted to be installed on individual Units to strict compliance with the following restrictions:

(a) All basketball hoops shall be on ground mounted posts located at least twenty (20) feet from the curb of the road adjacent to the Unit, for a residence with a front entry garage, or at least thirty (30) feet from the curb of the road adjacent to a Unit for a residence with a side entry garage.

(b) The ground mounted post for the basketball hoop shall be located at least five (5) feet from the side boundary line of the Unit.

(c) No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.

(d) Any lighting of basketball hoops and play areas shall be designed to shield light away from homes on other Units.

Section 6.20 Objectionable Sights. No above or below ground fuel or other storage tanks shall be permitted. Stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Unit, except for materials and/or equipment which are used within a reasonable length of time. In no event shall landscape materials be stored for a period of more than thirty (30) days. Stockpiling and storage of firewood for use in a dwelling shall be permitted only in that area of a Unit to the rear of and adjacent to the dwelling, or in another location within the Unit where it is completely screened from view from any area outside of the Unit. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of a dwelling.

Section 6.21 Maintenance. The Co-owner of each Unit shall keep all buildings and grounds within the Unit in good condition and repair. The Co-owner of each Unit shall be responsible for keeping all driveways within his Unit clean and free of debris and shall be solely responsible for snow removal with respect to such driveways. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to, 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 the

repair, restoration of any damage to any Common Elements or damage to any other Co-owner's Unit or improvements thereon, resulting from the negligent acts or omissions of a Co-owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds for such repair or restoration; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for the costs of repair or restoration, the Association may assess the Co-owner for the excess amount necessary to pay for the repair and restoration. Except as may otherwise be provided in the Master Deed or these Bylaws, or in any maintenance agreement made between Developer and any municipal or governmental authority, the Co-owner of each Unit shall maintain the service area of all easements within his Unit, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The Co-owner of each Unit shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to the Storm Water Drainage Facilities, electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Co-owner, his agents, contractors, invitees and/or licensees. No structure, landscaping or other materials shall be placed or permitted to remain within any of the easements within a Co-owner's Unit which may damage or interfere with the installation or maintenance of the Storm Water Drainage Facilities and other utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Co-owner in the finished grade of any Unit once established by the builder of any residential dwelling thereon, without the prior written consent of Developer.

Section 6.22 Wetlands. No wetlands, if any, within the Project (including any wetland/natural feature setback areas), shall be modified in any manner, including, but not limited to, altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, unless a permit for such modification has been issued by Michigan Department of Environmental Quality and all other governmental units or agencies having jurisdiction over any wetlands within the Project, and unless such modification is approved by Developer during the Construction and Sales Period and by the Association thereafter. In order to protect all wetlands and upland vegetation, no Co-owner shall utilize within such Co-owner's Unit, fertilizer products containing phosphates.

Section 6.23 Structures in Limited Common Elements and Easements. No structures of any kind may be installed within any Limited Common Elements or within any easements within the Project without the prior written approval of Developer during the Construction and Sales Period and by the Association thereafter.

Section 6.24 Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until construction plans and specifications, and landscaping plans, are submitted to, and approved in writing by, Developer, (i) no dwelling, building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration to any dwelling or other structure shall be made, except for interior alterations.

All plans, specifications and other related materials shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval, prior to submission to Township officials for a building permit. Developer shall have the sole authority to review, approve or disapprove all or any part of the plans or specifications. Developer shall have the right to refuse to approve all or any part of any plans or specifications or grading plans, which are not suitable or desirable, in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specifications, Developer shall have the right to take into consideration the compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring

properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of Developer, and the reasons for such decision, shall be furnished by Developer to the applicant within thirty (30) days from the date Developer receives a complete set of architecturally sealed plans, specifications and other materials from the applicant. If Developer fails to give written notice of its approval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Section 6.24 within thirty (30) days from the date they are submitted, Developer shall be deemed to have rejected the plans and specifications. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials. Such amount shall be due for each submittal even if the original submittal was returned for revision or rejected entirely by Developer.

Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association, or an architectural review committee established by Developer and containing such persons as Developer desires in its sole discretion (the "Architectural Review Committee"), shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the Co-owners of any Unit(s) (without the consent of Co-owners of other Units or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Article VI, provided that said Co-owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said Co-owner. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or Co-owner. During the Construction and Sales Period, only Developer, and/or the Architectural Review Committee, shall have the right to exercise the architectural controls described in this Section 6.24. At the expiration of the Construction and Sales Period, the rights exercisable by Developer and/or the Architectural Review Committee under this Section 6.24 shall be exercised by the Board of Directors of the Association.

Section 6.25 Leasing and Rental.

(a) ***Right to Lease.*** A Co-owner may lease the dwelling constructed within the perimeters of his Unit for the purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a first mortgage lender in possession of a Unit as a result of foreclosure or a conveyance or assignment in lieu of foreclosure, no Co-owner shall lease less than the entire dwelling on his Unit in the Condominium and no tenant shall be permitted to occupy a dwelling except under a lease having an initial term of at least six (6) months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Developer may lease any number of Units in the Condominium in its discretion without being required to obtain the approval of the Association.

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

(1) A Co-owner, including Developer, desiring to rent or lease a Unit, shall provide the Association, at least ten (10) days prior to presenting a lease form to a potential lessee, with a written notice of the Co-owner's intent to lease his Unit, together with a copy of the exact lease form that the Co-owner intends to use, for the review and approval of the Association. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Condominium Documents.

(2) Tenants and other non-owner occupants shall comply with all of the provisions of the Condominium Documents and all leases and rental agreements shall incorporate this requirement.

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

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

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

(iii) If, at the expiration of the above-referenced fifteen (15) day period, the Association believes that the alleged breach is not cured or may be repeated, the Association (or the Co-owners derivatively on behalf of the Association, if the Association is under the control of Developer), may institute on behalf of the Association a summary proceeding eviction action against the tenant or non-owner occupant. The Association may simultaneously, bring an action for damages against the Co-owner and tenant or non-owner occupant for breach of the Condominium Documents. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from the rental payments due to the Co-owner the amount of the arrearage and all future assessments as they fall due and shall pay such amounts directly to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by Co-owner shall explicitly contain the foregoing provisions.

Section 6.26 Rules and Regulations. It is intended that the Board of Directors of the Association may adopt 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 concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date subject to Developer's approval. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than fifty (50%) percent of the Co-owners in value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

Section 6.27 Reserved Rights of Developer.

(a) ***Developer's Rights in Furtherance of Development and Sales.*** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time, provided that such activities and signs comply with applicable Township ordinances. Notwithstanding anything to the contrary contained elsewhere in these

Bylaws, Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, storage areas, marketing signs and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. Developer shall restore the areas utilized by Developer to habitable status upon its termination of use.

(b) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium Project in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, may elect to maintain, repair and/or replace any Common Elements and/or to perform any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. Developer's enforcement rights under this Section 6.27 may include, without limitation, an action to restrain the Association or any Co-owner from performing any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

Section 7.1 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 written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 7.2 Insurance. The Association shall notify each mortgagee appearing in the book referenced in Section 7.1 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.

Section 7.3 Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit 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.

ARTICLE VIII

VOTING

Section 8.1 Vote. Except as otherwise specifically provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. With respect to those Sections of these Bylaws which require votes to be cast on a percentage of value basis, each Co-owner's Unit shall be assigned the number votes proportionate to the percentage of value pertaining to such Co-owner's Unit.

Section 8.2 Eligibility to Vote. No Co-owner, other than Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-owner owns a Unit. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 11.2. 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 8.3 below or by a proxy given by such individual representative.

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 Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, Developer shall be entitled to vote for each Unit which it owns.

Section 8.3 **Designation of Voting Representative.** Each Co-owner shall file with the Association a written notice 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 Co-owner. If a Co-owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-owner to file any written notice with the Association shall create a presumption that the Co-owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the 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. The notice shall be signed and dated by the Co-owner. An individual representative may be changed by the Co-owner at any time by filing a new notice in accordance with this Section 8.3. In the event a Unit is owned by multiple Co-owners who fail to designate an individual voting representative for such Co-owners, the Co-owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-owners.

Section 8.4 **Quorum.** Except as required by law or otherwise provided in the Condominium Documents, the presence in person or by proxy of Co-owners representing twenty-five (25%) percent of the total number of votes of all Co-owners qualified to vote (based on one vote per Unit for quorum purposes) shall constitute a quorum for holding a meeting of the Members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 **Voting.** Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

Section 8.6 **Majority.** When an action is to be authorized by vote of the Co-owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE IX

MEETINGS

Section 9.1 **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 generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 **First Annual Meeting.** The First Annual Meeting of members of the Association may be convened by Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 9.2. The First Annual Meeting must be held (i) within one hundred twenty (120) days following the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of all Units that may be created; or (ii) 54 months from the first conveyance

to a non-Developer Co-owner of legal or equitable title to a Unit, whichever is the earlier to occur. There shall be no quorum requirement for the First Annual Meeting. 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 ten (10) days written notice thereof shall be given to each Co-owner's individual representative. The phrase "Units that may be created" as used in this Section 9.2 and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted to include in the Condominium Project under the Condominium Documents, as they may be amended.

Section 9.3 Annual Meetings. Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-owners shall elect members of the Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other Association business as may properly come before them.

Section 9.4. Special Meeting. The President of the Association shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-owners representing at least one third (1/3) of the votes of all Co-owners qualified to vote (based upon one vote per Unit). 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 9.5 Notice of Meetings. The Secretary (or other Association officer in the Secretary's absence) shall provide each Co-owner of record, or, if applicable, a Co-owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-owner at the address shown in the notice filed with the Association under Section 8.3 of these Bylaws shall be deemed properly served. Any Co-owner or individual representative may waive such notice by filing with the Association a written waiver of notice signed by such Co-owner or individual representative.

Section 9.6 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 forty-eight (48) hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-owner or Co-owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 9.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-owner (or Co-owner's individual representative) with notice of the adjourned meeting in accordance with Section 9.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 9.7 Action Without Meeting. Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent, setting forth the actions so taken, is signed by the Co-owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action

at a meeting at which all Co-owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-owners who have not consented in writing.

ARTICLE X

ADVISORY COMMITTEE

An advisory committee of non-developer Co-owners shall be established either 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 1/3 of the Units that may be created or 1 year after the initial conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever occurs first. The advisory committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the non-Developer Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 11.1 ***Number and Qualification of Directors.*** The Board of Directors shall be comprised of three (3) Directors. At such time as the non-Developer Co-owners are entitled to elect two (2) members of the Board of Directors in accordance with Section 11.2 below, the Board of Directors shall automatically be increased from three (3) to five (5) persons. At such time as the Board of Directors is increased in size to five (5) persons, all Directors must be Co-owners, or officers, partners, trustees or employees of Co-owners that are entities.

Section 11.2 ***Election of Directors.***

(a) ***First Board of Directors.*** Until such time as the non-Developer Co-owners are entitled to elect one (1) of the members of the Board of Directors, Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) ***Appointment of Non-developer Co-owner to Board prior to First Annual Meeting.*** Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to twenty-five (25%) percent of the Units that may be created, one (1) member of the Board of Directors shall be elected by non-Developer Co-owners. There shall be no quorum requirement for the meeting at which such election is held. The remaining members of the Board of Directors shall be selected by Developer. When the required percentage level of conveyance has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting to elect the required Director. Upon certification by the Co-owners to Developer of the Director elected, Developer shall immediately appoint such Director to the Board, to serve until the First Annual Meeting of Co-owners, unless he is removed pursuant to Section 11.7 or he resigns or becomes incapacitated.

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

(1) Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, the non-developer Co-owners shall elect all of the Directors to the Board, except that Developer shall have the right to designate at least one Director so long as Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as the Units that remain to be created and sold equal at least ten (10%)

percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred. There shall be no quorum requirement for such meeting.

(2) Regardless of the percentage of Units which have been conveyed, upon the elapse of fifty-four (54) months after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit on the Project, and if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, 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 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 Developer and for which assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 11.2(b) or 11.2(c)(1) above. There shall be no quorum requirement for the meeting at which such election is held. Application of this subsection does not require a change in the size of the Board of Directors.

(3) 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 (ii) above, 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, Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one director as provided in subsection (i) above.

(4) At the first Annual Meeting (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the other person shall be elected for term of one (1) year. At each subsequent Annual Meeting, either one (1) or two (2) Directors shall be elected or, following the increase in the number of Directors under Section 11.2, two (2) or three (3) Directors shall be elected, depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 11.3 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 which are not prohibited by the Condominium Documents or specifically required to be exercised and performed by the Co-owners.

Section 11.4 Specific Powers and Duties. In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-owners of the Association, the Board of Directors shall have the following powers and duties:

(a) To manage and administer the affairs of and maintain the Condominium Project and the Common Elements.

- (b) To collect assessments from the Co-owners and to expend the proceeds for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To reconstruct or repair improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the 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 the affirmative vote of the Co-owners (or their individual representatives) representing seventy-five (75%) percent of the total percentages of value of all Co-owners qualified to vote.
- (h) To establish rules and regulations in accordance with Section 6.26 of these Bylaws.
- (i) To establish such committees as the Board of Directors 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 exclusively performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at a 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 11.3 and 11.4, 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 exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 11.6 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 Co-owners 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 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 a subsequent annual meeting of the Association. Vacancies among Directors elected by non-Developer Co-owners 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 as specified in Section 11.2(b).

Section 11.7 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 elected by the non-Developer Co-owners may be removed with or without cause by the affirmative vote of the Co-owners (or their individual representatives) who represent greater than fifty (50%) percent of the total votes of all Co-

owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-owner shall be given an opportunity to be heard at the meeting. Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may also be removed by such Co-owners before the First Annual Meeting in the manner described in this Section 11.7.

Section 11.8 First Meeting. The first meeting of the elected Board of Directors shall be held within ten (10) days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 11.9 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 (2) such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

Section 11.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (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 on the written request of two (2) or more Directors.

Section 11.11 Quorum and Required Vote of Board of Directors. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 11.12 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 11.13 Participation in a Meeting by Telephone. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 11.13 constitutes presence at the meeting.

Section 11.14 Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11.15 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-owners (or their individual representatives) who represent two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote.

ARTICLE XII

OFFICERS

Section 12.1 Selection of Officers. The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices, except that of president and vice-president, may be held by one (1) person who may also be a Director. An officer shall be a Co-owner, or shareholder, officer, director, employee or partner of a Co-owner that is an entity.

Section 12.2 Term, Removal and Vacancies. Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 12.3 President. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, subject to Section 12.1.

Section 12.4 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 12.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-owners of the Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 12.6 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated 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 14.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Upon request, 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 ninety (90) days following the end of the Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 14.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 14.3 Bank Accounts. The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 15.1 Third Party Actions. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he 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, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and, (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 15.2 Actions in the Right of the Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened,

pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 15.3 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 15.1 and 15.2. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 15.1 and 15.2.

Section 15.4 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 15.1 and 15.2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XV, he shall be indemnified against expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

Section 15.5 Determination that Indemnification is Proper. Any indemnification under Sections 15.1 and 15.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 15.1 or 15.2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XV, in no event shall any person be entitled to any indemnification under the provisions of this Article XV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

- (a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding;
- (b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or
- (c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 15.1 or 15.2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.6 Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 15.1 and 15.2 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 15.4 upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 15.6, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.7 Former Representatives, Officers, Employees or Agents. The indemnification provided in this Article XV shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 15.8 Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XV to conform to any such changed statutory provisions.

ARTICLE XVI

AMENDMENTS

Section 16.1 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-owners or mortgagees.

Section 16.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the Co-owners by a written instrument identifying the proposed amendment and signed by the applicable Co-owners.

Section 16.3 Meeting. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 16.4 Voting. These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote, as determined on a percentage of value basis. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two- third (2/3rds) of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XVI, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.

Section 16.5 Effective Date of Amendment. Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Oakland County Register of Deeds.

Section 16.6 Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every Member of the Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XVI shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

REMEDIES FOR DEFAULT

Any default by a Co-owner of its obligations under any of the Condominium Documents shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 18.1 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 limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an 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 18.2 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, including its actual attorneys' fees (not limited to statutory fees), but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 18.3 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 and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its rights under this Section 18.3.

Section 18.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-owner. Fines may be assessed only upon notice to the offending Co-owner, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Fifty and 00/100 (\$50.00) Dollars for the second violation, seventy-five and 00/100 (\$75.00) Dollars for the third violation or One Hundred and 00/100 (\$100.00) Dollars for any subsequent violation.

Section 18.5 Non-waiver of Rights. 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 18.6 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents at law or in equity.

Section 18.7 Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. 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 XIX

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to 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, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer are intended to apply, insofar as 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 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 the instruments, documents or agreements that created or reserved such property rights.

ARTICLE XX

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 invalidity 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.

ARTICLE XXI

ARBITRATION

Section 21.1 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 shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 21.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 21.1 above, any Co-owner or the Association may petition the courts to resolve any disputes, claims or grievances.

Section 21.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article XXI shall limit the rights of the Association or any Co-owner, as described in Section 144 of the Act.

Section 21.4 Co-owner Approval for Civil Actions Against Developer and First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer - appointed Directors, for any reason, shall be subject to approval by a vote of two-thirds (2/3rds) of all Co-owners in accordance with Article III and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VIII. Such vote may only be taken in a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII.



Project Name: Sanctuary Hills – Phase 1
Review Item: Condominium Document Review

Date of Review: April 3, 2026 Oxford Twp T&A Acct: **BTA23-0007**
Date Received: March 31, 2026 SE Project # **014.48.04**

Parcels: 04-36-100-003 & -004

Documents Reviewed: Kem-Tec & Associates Exhibit B plans dated 3/23/26
(Sheets Reviewed: 1 – 11)

Review Action: Accepted as Noted

Dear Mr. London,

We have reviewed the submitted condominium documents pertaining to the above-referenced project. We find the submitted documents to be in compliance with the respective Township ordinances and standards, with the exception of a couple minor changes.

Master Deed:

- Page 15, Section 9.2 (b) "Additional Easements": Change to Section 9.2 (d).
- Page 16, Section 9.2 (c) "Area of Future Development": Change to Section 9.2 (e).

Bylaws:

- No objections taken.

Exhibit B Drawings:

- All previous comments have been addressed. No revisions required.

Reviews from the Township's planning consultant and legal counsel should also be included in any revised documents. As previously noted, individual easements for sanitary sewer, water supply, storm water systems, roadways, and public utilities will be required. Oxford Township will provide the front-end language, but the developer's representative is responsible for preparing the legal descriptions and accompanying exhibits of said easements. The easements shall be based on the as-built locations and provided following construction of the utility improvements by OXT.

If you have any questions, please do not hesitate to contact our office.

Respectfully,

Jim Sharpe
President

cc (via email): Matteo Passalacqua – Carlisle/Wortman
Brittney Ellis – The Kelly Firm

Exhibit A

**THIRD AMENDMENT TO THE CONSOLIDATING MASTER DEED OF GREAT
PINES ESTATES, A CONDOMINIUM PROJECT IN OXFORD TOWNSHIP,
OAKLAND COUNTY, MICHIGAN**

The undersigned, constituting at least 66 and 2/3 percent (66 & 2/3%) of the membership of Great Pines Estates, a Michigan nonprofit corporation, without a meeting and without prior notice, and without a vote, adopt the following resolution and consent to the corporate action taken or to be taken pursuant to it:

This Amendment to Consolidating Master Deed of Great Pines Estates is made as of the ___ day of _____, 2026 by the Great Pines Estates Association, a Michigan Nonprofit Corporation, (hereafter the Association) whose registered address is 2856 Oak Court, Oxford, MI 48371 pursuant to the Michigan Condominium Act 1978 PA 58, as amended, specifically including the amendments affected by 1982 PA 538 and 1983 PA 113, (hereinafter referred to as the "Act").

WHEREAS, Great Pines Estates is a condominium project located in Oxford Township, Oakland County, being Oakland County Condominium Subdivision Plan No. 670, pursuant to the Consolidating Master Deed as recorded in Liber 16835, page 798 Oakland County Records, and

WHEREAS, the Great Pines Estates Association is charged with responsibility to "administer, operate, manage, and maintain the Condominium" pursuant to Article III, section 2 of the Consolidating Master Deed, and may amend such Consolidating Master Deed pursuant to Article VII by a vote of sixty-six and two thirds percent (66 2/3 %) of the Co-owners, and

WHEREAS, Article IX, Section 8 of the Condominium Bylaws authorize action without a meeting of the Association, and

WHEREAS, no Developer currently owns, or has owned, any units in the Condominium for a period in excess of one year, and no mortgagee rights are materially altered or changed by this amendment, and

WHEREAS, Oxford Township has no objection to the terms of this Amendment, and

WHEREAS, Units 1 through 4, inclusive, as shown on the Consolidating Master Deed, Exhibit B, front on the public road known as Seymour Lake Road and do not use the Condominium roads for ingress and egress to and from the Condominium. □

NOW THEREFORE, by executing and recording this Amendment to the Consolidating Master Deed, the Association does hereby amend the Master Deed as follows:

1. Article V, section 2, is hereby amended to change the third sentence as follows: "Except as provided in Article VI, Section 2(a), the Co-owners shall share equally in the Common Elements and their proportionate share of the proceeds and expenses of administration and the value of each Co-owner's vote at any meeting of the Association of Co-owners shall also be

equal.”

2. Article VI, section 2(a), is hereby amended to change the second and third sentences to state: “Excluding Units 1 through 4, inclusive, all expenses of maintenance, repair, replacement and resurfacing of any road referred to in this section shall be shared by the Condominium Project and any developed portions of the land described in Article VI of the original recorded Master Deed, whose closest means of access to a public road is over such road or roads. Except as limited by the preceding sentence the Co-owners of this Condominium Project shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of homesites in this Condominium, and the denominator of which is comprised of the numerator plus all other homesites in the land described in Article VI of the originally recorded Master Deed, whose closest means of access to a public road is over such road.” Article VI, section 2(a) is further amended to add a fourth sentence, to-wit: “Units 1 through 4, inclusive shall also not have a vote in the determination of necessary maintenance, repair, replacement and resurfacing of any road referenced in this section”.

3. All other terms and conditions of said Consolidating Master Deed not affected herein shall remain unchanged.

Great Pines Estates Association, owners:

Rodul Guerra, 2934 Spruce Ln Oxford, ME 04112, 04 19-376-018
Signature Address Parcel #
Rodul Guerra

Print Name (Black ink) Date signed: 2/28/2026

- *Christina Pawlowski*, 2970 Spruce Ln, 04 19-376-018
Signature Address Parcel #
Christina Pawlowski

Print Name (Black ink) Date signed: 2/28/2026

- *Andrew DeGroat*, 3014 Seymour Lk Rd, 04 19-376-003
Signature Address Parcel #
Andrew DeGroat

Print Name (Black ink) Date signed: 2-26-2026

- *Andrew DeGroat*, 3026 Seymour Lake Rd, 04 19-376-004
Signature Address Parcel #
Andrew DeGroat

Print Name (Black ink) Date signed: 2-26-2026

- *Evan Schmitz*, 3038 Seymour Lk Rd, 04 19-376-005
Signature Address Parcel #
EVAN SCHMITZ

Print Name (Black ink) Date signed: 2/26/2026

- *Lyle Beadle*, 27 Great Pines Dr Oxford ME 04112, 04 19-376-006
Signature Address Parcel #
LYLE BEADLE

Print Name (Black ink) Date signed: 2/27/2026

Olga Denesik, 53 Great Pines Dr, .04-19-376-009
Signature Address Parcel #

OLGA DENESIK, 2-28-2026
Print Name (Black ink) Date signed:

DW, 83 Great Pines Dr, .04-19-376-012
Signature Address Parcel #

DONALD W TRUBOVIC
Print Name (Black ink) Date signed: 2/29/2026

Michael CAMP, 2979 SPROUCE LN, .04-19-376-015
Signature Michael CAMP Address Parcel #

Michael CAMP, 2-28-26
Print Name (Black ink) Date signed:

Amber, 423 Great Pines, .04-19-376-008
Signature Amber Lalocca Address Parcel #

Amber Lalocca, 2/28/26
Print Name (Black ink) Date signed:

Lawrence C Gelinias, 3002 Seymour RR Rd, .04-19-376-002
Signature Address Parcel #

Lawrence C Gelinias
Print Name (Black ink) Date signed: 2-28-26

Josh Hagan, 2990 Seymour Lake Rd, .04-19-376-001
Signature Address Parcel #

Josh Hagan
Print Name (Black ink) Date signed: 2-28-26

Steve McBayh, 2869 Oak Ct, .04-19-376-024
Signature Address Parcel #

Steve McBayh
Print Name (Black ink) Date signed: 2-28-26

Carol Masull, 2842 Oak Ct, .04-19-376-026
Signature Address Parcel #

CAROL MASULL
Print Name (Black ink) Date signed: 2/28/26

Marcia Hudson, 2855 Oak Ct, .04-19-376-025
Signature Address Parcel #

Marcia Hudson
Print Name (Black ink) Date signed: 2/28/26

D. Gaudin 126 GREAT PINE ,04-19376-028
Signature Address Parcel #

DAVID GRUBER
Print Name (Black ink) Date signed: 2-28-26

[Signature] 66 GREAT PINES ,04-19376-033
Signature Address Parcel #

DAN ERVIN
Print Name (Black ink) Date signed: 2-28-26

[Signature] 54 Great Pine ,04-19376-034
Signature Address Parcel #

Sara K. Luggert
Print Name (Black ink) Date signed: 2/28/26

[Signature] 2924 Spruce ,04-
Signature Address Parcel # 19376-014

Benson Vandross
Print Name (Black ink) Date signed: 03/01/2026

[Signature] 2948 Spruce ,04-
Signature Address Parcel # 19376-017

TIM SKIKIEWICZ 3/1/26
Print Name (Black ink) Date signed:

[Signature] 63 Great Pine Dr ,04-
Signature Address Parcel # 19376-010

Matthew Fineman
Print Name (Black ink) Date signed: 3/1/26

[Signature] 114 GREAT PINES DR ,04-19376-029
Signature Address Parcel #

Kurt J. Winters
Print Name (Black ink) Date signed: 3/1/26

[Signature] 28 Great Pines ,04-19376-032
Signature Address Parcel #

Robert Packus
Print Name (Black ink) Date signed: 3/10/26

[Signature] 2921 Spruce ,04-
Signature Address Parcel # 19376-013

Cynthia DeMara
Print Name (Black ink) Date signed: 3/8/2026

[Signature] ,04-
Signature Address Parcel #

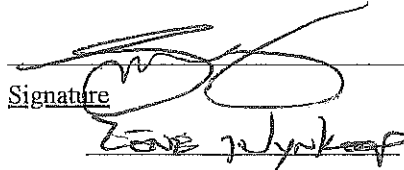
Signature

Address

Parcel #

Print Name (Black ink)

Date signed: _____



33 Great Pines

04-19-376-022

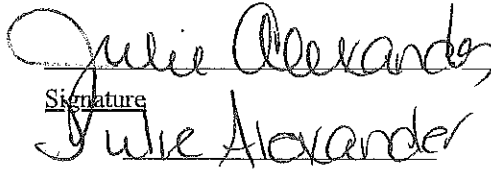
Signature

Address

Parcel #

Print Name (Black ink)

Date signed: 3/8/26



33 Great Pines

Signature

Address

Parcel #

Print Name (Black ink)

Date signed: _____

Julie Alexander

4/13/26

04-19-376-007

Signature

Address

Parcel #

Print Name (Black ink)

Date signed: _____

Signature

Address

Parcel #

Print Name (Black ink)

Date signed: _____

Signature

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Parcel #

Print Name (Black ink)

Date signed: _____

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Parcel #

Print Name (Black ink)

Date signed: _____

Signature

Address

Parcel #

Print Name (Black ink)

Date signed: _____

**CERTIFICATE OF ADOPTION OF THIRD AMENDMENT TO MASTER DEED
OF GREAT PINES ESTATES, OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN No. 670**

The undersigned hereby certify that the attached **“THIRD AMENDMENT TO THE CONSOLIDATING MASTER DEED OF GREAT PINES ESTATES, A CONDOMINIUM PROJECT IN OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN** is a duly adopted amendment by written consent of 662/3% of the owners of Great Pines Estates Association, effective the 8th day of March, 2026. The real property affected is described as:

Property located in Oxford Township, Oakland County Michigan, Condominium Plan 670, more specifically described as units 1 through 34, inclusive, also known as parcels

04-19-376-001, 04-19-376-002, 04-19-376-003, 04-19-376-004, 04-19-376-005,
04-19-376-006, 04-19-376-007, 04-19-376-008, 04-19-376-009, 04-19-376-010,
04-19-376-011, 04-19-376-012, 04-19-376-013, 04-19-376-014, 04-19-376-015,
04-19-376-016, 04-19-376-017, 04-19-376-018, 04-19-376-019, 04-19-376-020,
04-19-376-021, 04-19-376-022, 04-19-376-023, 04-19-376-024, 04-19-376-025,
04-19-376-026, 04-19-376-027, 04-19-376-028, 04-19-376-029, 04-19-376-030,
04-19-376-031, 04-19-376-032, 04-19-376-033, 04-19-376-034

GREAT PINES ESTATES ASSOCIATION

By: _____

President

By: _____

Secretary

STATE OF MICHIGAN)S

)S

COUNTY OF OAKLAND)S

The foregoing instrument was acknowledged before me this _____ day of March 2026,
by _____ and _____ President and
Secretary, respectively of Great Pines Estates Association.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires _____

Drafted by:
Stuart B. Cooney, esq.
6480 Citation Dr., Ste A
Clarkston, MI 48346

Return to:



Oxford Township Project Activity Report – May 2026

Oxford Township Municipal Projects:

1. Willow Lake PRV Project:
(As Bid Amount - \$351,785 : Paid to Date - \$293,260.25)
 - Construction of a new pressure reducing valve (PRV) at State Street and Willow Lake Drive.
 - Water main construction is complete and new PRV is in service.
 - Restoration to be completed in Spring 2026.

2. Seymour Lake Water Main & Safety Path Project:
(As Bid Amount - \$2,179,470.80 : Paid to Date - \$1,241,330.02)
 - Construction of new 16" water main and pedestrian safety path on south side of Seymour Lake Road from Dunlap to Sanders.
 - Notice to proceed issued to DiPonio Contracting on 10/22/25.
 - Tree removals complete. Bridge and boardwalk construction began 2/1.
 - **Water Main component of project is complete.**
 - **Bridge construction is in progress. Safety Path asphalt paving is scheduled for May.**

3. Brabb-Dewey Sanitary Sewer:
(Estimated Amount - \$2,400,000 : Paid to Date - \$0)
 - Survey, engineering design, and permitting related to the proposed sanitary sewer project in the Brabb-Dewey subdivision is complete.
 - **Project is currently out for proposals with bids due back on 5/19.**
 - **Construction estimated to begin in July.**

4. Sanitary Sewer Master Plan:
(Authorized Amount - \$15,000 : Paid to Date - \$7,500)
 - Sharpe Engineering is complete with compiling necessary data, and preparing maps pertaining to the Township's sanitary sewer system.
 - Draft report to be provided to W/S Committee at future committee meeting.

5. Seymour Lake Road Safety Path Project (Sanders – Seymour Lake Park):
(Authorized Amount - \$25,000 : Paid to Date - \$6,152.50)
 - Redesign of Seymour Lake Road safety path to meet FHWA standards is complete.
 - Preparation of easements based on redesigned safety path location is complete.
 - Township is in discussions with affected residents regarding easement acquisitions.

6. Mt Pleasant Cemetery & 2025 Safety Path Maintenance Project :
(As Bid Amount - \$178,190.20 : Paid to Date - \$154,677.47)
 - Project consists of roadway paving at Mt Pleasant Cemetery and performing repairs to existing safety paths at various locations throughout the Township.
 - Project was substantially completed in November.
 - **Project restoration to occur week of 5/11.**



Oxford Township Project Activity Report – May 2026

Oxford Township Private Development Projects:

1. Wellbridge of Oxford:
 - Proposed 90-bed skilled nursing and rehabilitation facility on Drahner Rd near Pontiac Street.
 - Final site plan was approved by the PC on 8/28/25. Final engineering was approved 7/16/25.
 - All site related RCOC & EGLE permits have been received.
 - The infrastructure construction is anticipated to begin in the next couple months.
2. Sanctuary Hills:
 - Residential project consisting of 85 single family homes on south side of E. Drahner.
 - Final site plan was approved by the PC on 12/14/23. Final engineering was approved 8/11/25.
 - All necessary RCOC and EGLE permits have been received.
 - Site grading activities are scheduled to begin in May 2026.
3. The Villages and Peninsula of Tullamore:
 - Residential project consisting of 61 single family homes and 105 condominium units located at the northeast corner of E. Drahner and Oxford Lakes Drive.
 - Final engineering was approved on 8/21/25. Final site plan was approved by PC on 11/13/25.
 - Site grading operations were completed in the Fall of 2025.
 - **Construction of underground utilities began in March with completion expected in May 2026.**
 - **Roadway construction scheduled for June.**
4. Barron Industries:
 - 17,600 SF commercial building expansion on Oakwood Road.
 - Final site plan was approved by PC on 12/12/24. Final engineering was approved 5/19/25.
 - Revised stormwater plans approved and amended site plan was approved by PC on 3/26/26.
 - Construction began in March 2026. Estimated completion is October.
5. Red Barn Gas:
 - A new gas station and convenience store at the northeast corner of M24 & Oakwood roads.
 - Preliminary site plan was approved by the PC on 12/11/25.
 - Waiting for applicant to submit final engineering plans for review and permitting.
 - An infrastructure construction start date has not been established.
6. Aldi:
 - A new Aldi grocery store located at the southwest corner of M24 & Market Street.
 - Final site plan approved by the PC 2/26/26. Final engineering was approved on 1/8/26.
 - **All necessary RCOC and EGLE permits have been received.**
 - **A pre-construction meeting has been scheduled for 5/6 with construction to begin shortly after.**
7. Trinity Health:
 - The IHA/Trinity repurposing of the existing Rite-Aid at the NE corner of M24 & Drahner into a medical office building was approved by the Planning Commission on 3/12/26.
 - Interior construction is expected to take several months with doors to be opened late 2026.