

LIBER 50117 PAGE 330

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LIBER 50117 PAGE 330
\$21.00 MISC RECORDING
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11/29/2016 03:36:15 PM RECEIPT# 143404
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

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

NOV 29 2016

11.00
~~5.00~~

ANDREW E. MEISNER, County Treasurer
Sec. 135, Act 206, 1893 as amended

AMENDED AND RESTATED
MASTER DEED

006633

TRILLIUM VILLAGE OF CLARKSTON

This Amended and Restated Master Deed is made and executed on this 23rd day of November, 2016, by BERIT, L.L.C., a Michigan limited liability company, whose post office address is 5852 South Main Street, Clarkston, Michigan 48346, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended, the "Act").

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

WHEREAS, a total of twenty-five (25) Residential Units have been built and occupied, but the remaining seventy-nine (79) of the original proposed Residential Units have not been constructed because the Developer has determined that it is unlikely that all such Residential Units can reasonably be expected to be sold at this time in the residential real estate market in the southeastern Michigan area; and

WHEREAS, the Developer recommends the highest and best use for the vacant land area for fifty-four (54) of the unbuilt Residential Units is for the construction of a senior housing facility (the "Senior Housing Unit", and together with the Residential Units, collectively, the "Units"); and

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

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WHEREAS, the proposed reconstitution by the Developer of the Condominium as set forth above and as reflected in this Amended and Restated Master Deed has been approved by more than sixty-six and two-thirds percent (66-2/3%) of the Co-owners of the existing Residential Units and has also been approved by the Charter Township of Independence in which the Condominium is located.

NOW, THEREFORE, the Developer does, upon the recording hereof, amend, reconstitute and re-establish Trillium Village of Clarkston as a Condominium Project under the Act and does declare that Trillium Village of Clarkston shall, after such amendment, reconstitution and re-establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall continue to be known as Trillium Village of Clarkston, Oakland County Condominium Subdivision Plan No. 1664. The Condominium Project is amended, reconstituted and re-established in accordance with the Act. The engineering, architectural, site and landscaping plans for the Condominium Project, were approved by, and are on file with, the Township of Independence and with the Developer. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium Project, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project. The Condominium Project is a fee simple Condominium Project and the interests of the Condominium Unit Owners shall be of a fee simple nature.

ARTICLE II

LEGAL DESCRIPTION

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

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

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

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Trillium Village of Clarkston Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Trillium Village of Clarkston as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

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

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

Section 4. Common Elements. "Common Elements", where used without modification, means both the General Common Elements and Limited Common Elements for the Residential Units and Senior Housing Units, as applicable, described in Article IV hereof.

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

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Trillium Village of Clarkston as described above.

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

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Amended Exhibit B attached hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Trillium Village of Clarkston as a completed Condominium Project and shall reflect the entire land area in the Condominium, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally

readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

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

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

Section 12. Developer. "Developer" means BERIT, L.L.C., a Michigan limited liability company, and its successors and assigns, which has made and executed the original Master Deed of Trillium Village of Clarkston and which has likewise executed this Amended and Restated Master Deed. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners were permitted to vote for the election of Directors (except any Directors selected or to be selected by the Developer, pursuant to Article XI, Section 2(c) of the Bylaws). The First Annual Meeting has already been held.

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

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

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

ARTICLE IV

COMMON ELEMENTS

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

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

- (a) **Land.** The land described in Article II hereof, including, roads not identified as Limited Common Elements, parking spaces and sidewalks not identified as Limited Common Elements, the entrance area improvements, wood piers, wood bridge and asphalt paths, including without limitation lights and monuments, and the safety path unless and until such time as it is dedicated to the Township for the benefit of the public in accordance with all applicable ordinances and regulations. Additionally, that portion of the land that is identified as part of Unit 134 and that portion that is assigned as Limited Common Element to the Residential Units are excluded from this definition.
- (b) **Easements.** The beneficial easements referenced in Article II above and in Article X below.
- (c) **Electrical.** The electrical transmission system throughout the Condominium Project up to, but not including, the electric meter for each Residential Unit or the lateral(s) that service the Senior Housing Unit solely, together with common lighting for the Condominium, and any other electrical apparatus necessary to operate General Common Elements, but not the electric meters that record the electric service provided to individual Units or the site lighting that benefits only the Residential Units or the Senior Housing Unit, respectively.
- (d) **Telephone.** The telephone system throughout the Condominium Project up to the point of entry to each Residential Unit or the lateral(s) that service the Senior Housing Unit.
- (e) **Gas.** The gas distribution system throughout the Condominium Project up to, but not including the gas meter for each Residential Unit or the laterals that service the Senior Housing Unit.
- (f) **Water.** The water distribution system throughout the Condominium Project, including that contained within Unit walls, up to the point of connection to the building for each Residential Unit or the lateral(s) that service the Senior Housing Unit. Also including the irrigation system through the Condominium Project and the meter, connections and interior or exterior controls for same installed by the Developer of the Association.
- (g) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to the point of connection to the building for each Residential Unit or the lateral(s) that service the Senior Housing Unit.
- (h) **Storm Sewer.** The storm sewer system throughout the Condominium Project, up to the point of connection with the sump pump, if any, but not including the sump pump.
- (i) **Telecommunications.** The telecommunications system, if and when it may be installed, up to the point of entry to each Residential Unit or the lateral(s) that service the Senior Housing Unit.

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

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

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

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

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

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

Section 2. Limited Common Elements Appurtenant to the Residential Units (Phases 1 and 3). The Limited Common Elements for the Residential Units shall be subject to the exclusive use and enjoyment of the Owner of each Residential Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements for the Residential Units are:

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

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

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

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

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

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

(g) **Sump Pumps.** Each sump pump, if any, including the sump pit and all piping up to the point of connection to the main storm water drainage pipe, wiring and other material

appurtenant thereto, shall be limited in use to the Co-owner of the Residential Unit serviced thereby.

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

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

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

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

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

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

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

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

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

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

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

Section 3. Limited Common Elements Appurtenant to the Senior Housing Unit (Phase 2). The Limited Common Elements for the Senior Housing Unit shall be subject to the exclusive use and enjoyment of the Owner of the Senior Housing Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements for the Senior Housing Unit are:

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

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

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

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

Section 4. Responsibilities of Unit Owners and the Association. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows:

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

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

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

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

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

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

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

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

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

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

(ix) **Site Lighting.** The cost of electricity for the exterior lighting fixtures attached to a Residential Unit shall be metered by the individual electric meter of the Co-owner to whose Unit the same is attached and shall be paid by the Individual Co-owner without reimbursement therefor from the Association. All site lighting fixtures that are in proximity to the entrance of the Residential Units shall be maintained, repaired and replaced by the Association. Light bulbs for only the lighting fixtures that are in proximity to the entrance of the Residential Units shall be furnished by the Association; replacement of all other light bulbs shall be the responsibility of the Co-owner of the Unit to which the respective light fixtures are appurtenant. The site lighting fixtures affixed to the garages' front exteriors and the free-standing light posts servicing the Residential Units, as well as the cost of electricity to service same, shall be borne by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. Said fixtures shall operate on photoelectric cells the timers of which shall be set by and at the discretion of the Association and shall remain lit at all times determined by the Association for lighting thereof. The cost of electricity and the maintenance, repair and replacement of the other site lighting referred to in Article IV, Section 2(p) above shall be the assessed to the Residential Units.

- (x) **Garage Parking Spaces and Parking Spaces.** The cost of maintenance, repair and replacement of each garage parking space described in Article IV, Section 2(d) above, shall be borne by the Co-owner of the Unit to which the garage parking space is appurtenant. The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all of the open parking spaces and the cost therefor shall be charged to the Co-owners of the Residential Units.
- (xi) **Sump Pumps.** The costs of maintenance, repair and replacement of sump pumps, if any, including the sump pit and all piping up to the point of connection to the main storm water drainage pipe, wiring and other material appurtenant thereto, as described in Section 2(g) above, shall be borne by the Co-owner serviced thereby.
- (xii) **Building Structures.** The costs of maintenance, repair and replacement of the building foundations, supporting columns, Unit and garage perimeter walls (including doors therein) described in Section 2(q) above shall be borne by the Co-owners of the Residential Units. The Association shall be responsible for undertaking such work and the cost therefor shall be charged to the Co-owners of the Residential Units located in the building affected.
- (xiii) **Land and Roads.** The costs of maintenance, repair and replacement of the land and roads described in Section 2(r) above shall be borne by the Co-owners of the Residential Units. The Association shall be responsible for undertaking such work and the cost therefor shall be charged back to the Co-owners of the Residential Units.
- (c) **Co-owner of Senior Housing Unit.** The responsibility for maintenance, decoration, repair and replacement of all structures and improvements, including without limitation the drives and parking spaces, located within the Senior Housing Unit and all Limited Common Elements assigned to the Senior Housing Unit shall be borne by the Co-owner of the Senior Housing Unit and the costs thereof shall be that of the Co-owner of the Senior Housing Unit. The Owner of the Senior Unit shall not be required to contribute to the costs of current or deferred maintenance, repair or replacement of any of the Residential Units or any of the Limited Common Elements appurtenant thereto. The Limited Common Elements appurtenant to the Senior Housing Unit are as follows:
- (i) **Park, and Yard Area.** The maintenance, repair and replacement of the lawn and all landscaping located in the General Common Element Park identified on Exhibit B and in the Limited Common Element Yard Area assigned to the Senior Housing Unit shall be undertaken by and the cost therefor borne by the Co-owner of the Senior Housing Unit.
- (ii) **Sidewalks.** Each sidewalk which solely services a Senior Housing Unit shall be maintained, repaired and replaced entirely by and at the expense of the Co-owner of the Senior Housing Unit.
- (iii) **Retaining Walls.** The retaining walls referenced in Article IV, Section 3(d) above shall be maintained, repaired and replaced entirely by and at the expense of the Co-owner of the Senior Housing Unit.
- (iv) **Other Limited Common Elements Appurtenant to Senior Housing Unit.** Any other Limited Common Element solely appurtenant to the Senior Housing Unit, including without limitation the site lighting referred to in Article IV, Section 3(c) above, shall be maintained, repaired and replaced entirely by and at the expense of the Co-owner of the Senior Housing Unit to which the same is appurtenant.

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

Section 4. General Common Elements, Storm Water Drainage, Pond, General Common Element Roadways and Parking Spaces, Safety Path, Wood Piers, Wood Bridge, Wetlands and Landscaping. The cost of maintenance, repair, replacement and preservation of all General Common Elements, including, but not limited to, all landscaping therein, the storm water drainage system, including the pond, and the General Common Element roadways and parking spaces, safety path, wood pier, wood bridge, wetlands and landscaping, (until such time that such roadways and/or safety path are dedicated to the public, if ever) shall be borne by the Association. The wetlands, natural features set back areas and General Common Element open areas shall be perpetually preserved. The Association shall be responsible for the maintenance and replacement of trees and landscaping in the Condominium Premises. The Association shall establish a regular and systematic program of maintenance for the areas and facilities for which it is responsible to ensure that the physical condition and the intended function of such areas and facilities shall be perpetually preserved and maintained. In the event that the Association fails to provide adequate maintenance, repair, replacement or preservation of the General Common Elements, storm water drainage, pond, General Common Element roadways and parking spaces, safety path, wood piers, wood bridge, wetlands and landscaping, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, replacement or preservation be cured within a stated reasonable time period and the date, time and place of a hearing before the Township Board or such other board, body or official delegated by the Township Board, for the purpose of allowing the Association to be heard as to why the Township should not proceed with the maintenance, repair, replacement or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the Township Board, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the Township shall thereupon have the power and authority, but not obligation, to enter upon the Condominium Premises, or cause its agents or contractors to enter upon the Condominium Premises and perform such maintenance and/or preservation as reasonably found by the Township to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the Township and reasonable legal fees incurred by the Township, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the residential units on the Condominium Premises. The Township may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Association, all unpaid amounts may be placed on the delinquent tax roll of the Township, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the Association, and, in such event, the Association shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit. This Section 4 shall not be amended without the prior approval of the Township. This Section 4 shall not be construed or interpreted to limit the Township's right and authority to seek other remedies or enforcement as provided under any law, ordinance, easement, agreement or permit otherwise applicable.

Section 5. Use. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

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

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

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

Section 3. Percentage of Value. The percentage of value assigned to each Unit shall be equal, except that Unit 134 is assigned a value that is the equivalent of 54 Residential Units. The percentages of value were determined after applying the original assignment of percentages of value, being equal, and assigned to the Senior Housing Unit the number of Residential Units that replaced by the Senior Housing Unit. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration (including maintenance, repair and replacement of the General Common Elements for which the Association is responsible herein) and the value of such Co-owner's vote at meetings of the Association of Co-owners, and total 100%. *Provided, however, that only the Residential Unit Co-owners shall bear the collective costs of the Limited Common Element that are to be shared by all Residential Unit Owners pursuant to Article IV, Section 4(b) and only the Residential Unit Owners shall be entitled to vote on issues with respect thereto. Co-owner's vote at meetings of the Association of Co-owners shall be as set forth in Article VIII, Section 1 of the Bylaws.*

ARTICLE VI**CONTRACTION OF CONDOMINIUM**

[Intentionally Deleted]

ARTICLE VII**CONVERTIBLE AREAS**

[Intentionally Deleted]

ARTICLE VIII
OPERATIVE PROVISIONS

[Intentionally Deleted]

ARTICLE IX
SUBDIVISION, CONSOLIDATION AND
OTHER MODIFICATIONS OF UNITS

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

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

(a) **Subdivide Units; Consolidate Units; Relocate Units.** Subdivide or resubdivide any Units which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between Units. Such subdivision or resubdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Condominium Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General Common Elements or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording this entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake the following action:

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

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

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

ARTICLE X

EASEMENTS

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

Section 2. Easements and Developmental Rights Retained by Developer.

(a) **Access Easements.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Trillium Village of Clarkston, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) **Utility Easements.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association

shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records and all consideration provided by the utility company or governmental agency for the grant of easement(s) shall inure to benefit of the Developer. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title.

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

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, irrigation controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements.

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

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

Section 6. Emergency Vehicle and Service Vehicle Access Easement. There shall exist for the benefit of the Federal government for the purpose of mail delivery and the Township, or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the Township or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public. The Developer and Association shall provide the fire and police department with all keys and codes necessary to access the Condominium Premises by way of the gated entry, if any. Additionally, the Developer, Association and individual Unit Owners hereby indemnify and hold harmless the Township, the Township Fire Department, and emergency service providers together with all of their officers, officials, employees, representatives and agents, from any claim, cause of action, damage, loss, injury, or death, which result from or are in any way due to the gated entryway.

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

Section 8. Safety Path Easement. An easement has been granted for the benefit of the Township of Independence and the public over the ten foot wide safety path located or to be located

within the Safety Path Easement depicted on Exhibit B hereto for pedestrian and bicycle use and recorded in Liber 10155, Page 739, Oakland County Records.

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

ARTICLE XI

AMENDMENT

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

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. Mortgagee Consent. Amendments shall require the approval of first mortgagees in accordance with Section 90a of the Act.

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

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners and 51% of first mortgagees.

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

Section 7. Township Approval. Notwithstanding anything in the Master Deed or Bylaws, there shall be no amendment to or termination of Article IV, Section 4, Article X, Section 6, Article X, Section 9, or any other provision of this Master Deed which affects or limits the rights or regulations of the Township.

as provided within the Master Deed or Bylaws, without first obtaining Township review and written approval of any such amendment.

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

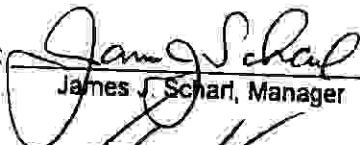
ARTICLE XII

ASSIGNMENT

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

[SIGNATURE PAGE FOLLOWS]

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

By: 
James J. Schar, Manager

And By: 
Philip R. Seaver, Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this 23 day of November, 2016, in Oakland County, Michigan, the foregoing Amended and Restated Master Deed was acknowledged before me by James J. Schar and Philip R. Seaver, Managers of BERIT, L.L.C., a Michigan limited liability company, on behalf of the company.


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

CATHERINE KIM SHIERK
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES JUL 30, 2019
ACTING IN COUNTY OF Oakland

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