

PURCHASER INFORMATION BOOKLET

FOR

TRILLIUM VILLAGE OF CLARKSTON

A Condominium Project

in the

Township of Independence, Oakland County, Michigan

Developed by:
BERIT, L.L.C.
5852 South Main Street
Clarkston, Michigan 48346

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FOR
TRILLIUM VILLAGE OF CLARKSTON

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CONDOMINIUM SUBDIVISION PLAN

TRILLIUM VILLAGE OF CLARKSTON ASSOCIATION ARTICLES OF INCORPORATION

ESCROW AGREEMENT

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LIBER 34169 PAGE 578

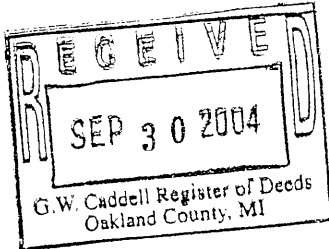
\$226.00 DEED - COMBINED

\$4.00 REMONUMENTATION

10/05/2004 10:20:47 A.M. RECEIPT# 120201

PAID RECORDED - OAKLAND COUNTY

G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS



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MASTER DEED

TRILLIUM VILLAGE OF CLARKSTON

This Master Deed is made and executed on this 10th day of September, 2004, by BERIT, L.L.C., a Michigan limited liability company, hereinafter referred to as "Developer", 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), hereinafter referred to as the "Act".

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

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Trillium Village of Clarkston, Oakland County Condominium Subdivision Plan No. 1004. The engineering, architectural, site and landscaping plans for the 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, 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 Project is a fee simple Condominium Project and the interests of the Condominium Unit Owners shall be of a fee simple nature.

OK-G.K.

O.K. - KB

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.

08-29-454-003

ARTICLE III

DEFINITIONS

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

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

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

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

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

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

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

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B 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 that may be withdrawn from the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

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

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

Section 12. Developer. "Developer" means BERIT, L.L.C., a Michigan limited liability company, 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.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

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

Section 16. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Trillium Village of Clarkston, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

ARTICLE IV

COMMON ELEMENTS

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

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

(a) **Land.** The land described in Article II hereof, including, roads, parking 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.

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

(c) **Electrical.** The electrical transmission system throughout the Project, including that contained within Unit walls and the common site lighting system and exterior fixtures located adjacent to the entrance of the Units and on the garage buildings, up to the point of connection with, but not including, electrical fixtures and outlet boxes within any Unit and the electric meters servicing same, but not the electric meters that record the electric service provided to individual Units.

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

(e) **Gas.** The gas distribution system throughout the Project, including that contained within 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 Units.

(f) **Water.** The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with the shut-off valve. Also including all water meters and sprinkling fixtures and connections and interior or exterior sprinkling system controls which are installed by the Developer or the Association.

(g) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(h) **Storm Sewer.** The storm sewer system throughout the 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, but not including, connections to provide service to individual Units.

(j) **Construction.** Foundations, supporting columns, Unit perimeter walls, roofs, ceilings, supporting beams, floor construction between Unit levels and chimneys.

(k) **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.

(l) **Gate.** The gate, when constructed, at the Project entrance.

(o) **Patio Walls.** The privacy walls between each patio located on the ground level only.

(n) **Community Building.** The community building, pool and related amenities, if and when any of same are constructed.

(o) **Dumpster/Wall/Gate.** The dumpsters and surrounding wall and gate, located throughout the Project.

(p) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the 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. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Patios.** Each patio in the Project is restricted in use to the Co-owner of the Unit which opens into such patio as shown on Exhibit B hereto.

(b) **Balconies.** Each balcony in the Project is restricted in use to the Co-owner of the 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 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 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 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 Unit serviced thereby.

(f) **Doors and Windows.** Doors, windows and window screens shall be limited in use to the Co-owners of 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 Unit serviced thereby.

(h) **Meters.** The electrical and gas meters, and to the extent there are any other utility meters that service individual Units, shall be limited in use to the Unit serviced thereby.

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

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

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

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

(a) **Patios.** 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 Unit to which the patio is appurtenant.

(b) **Balconies and Patio Walls.** The responsibility for staining the deck rails and spindles of the balconies referred to in Article IV, Section 2(b) above and patio walls referred to in Article IV, Section 1(m), 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 Unit to which the balcony is appurtenant.

(c) **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 Unit which such air conditioner compressor services.

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

- (e) **Sidewalks.** The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all sidewalks, so long as the sidewalk is constructed out of the Developer's standard materials.
- (f) **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(i) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.
- (g) **Utility Costs.** All costs of electricity, natural gas and other utilities flowing through the meters described in Article IV, Section 2 (h) shall be borne by the Co-owner of the Unit serviced by such meters.
- (h) **Sprinkler system.** The cost of maintenance, repair and replacement of the sprinkling system described in Article IV, Section 1 (f) above shall be borne by the Association.
- (i) **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.
- (j) **Gate.** The gate referred to in Article IV, Section 1 (l) and the related intercom system, shall 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.
- (k) **Site Lighting.** The cost of electricity for the exterior lighting fixtures attached to a 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 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 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, 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.
- (l) **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.
- (m) **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.

(n) 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 Charter Township of Independence 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 of Independence. 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 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 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 of Independence and on file with the Developer. Each Unit shall include with respect to the floors of 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. Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

ARTICLE VI

CONTRACTION OF CONDOMINIUM

Section 1. Contractible Area. As of the date of this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 133 Units on the land described in Article II hereof, all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land constituting Units 25 through 132, their appurtenant Limited Common Elements, and Units 27 through 132, and certain General Common Elements, which land is more particularly described as follows:

Being part of the Southeast 1/4 of Section 29, T. 4 N., R. 9 E., Independence Township, Oakland County, Michigan, described as beginning at a point located S. 89 degrees 31 minutes 50 seconds E., 420.01 feet and S. 00 degrees 05 minutes 00 seconds W., 1156.84 feet from the center of Section 29, T. 4 N., R. 9 E.; thence N. 89 degrees 56 minutes 00 seconds E., 632.75 feet; thence S. 00 degrees 04 minutes 00 seconds E., 122.94 feet; thence due West 93.60 feet; thence S. 60 degrees 50 minutes 00 seconds W., 55.50 feet; thence S. 29 degrees 40 minutes 24 seconds E., 25.98 feet; thence S. 60 degrees 28 minutes 55 seconds W., 17.47 feet; thence S. 29 degrees 31 minutes 05 seconds E., 82.48 feet; thence S. 60 degrees 19 minutes 36 seconds W., 65.89 feet; thence S. 29 degrees 40 minutes 24 seconds E., 24.47 feet; thence S. 60 degrees 22 minutes 48 seconds W., 328.51 feet; thence N. 29 degrees 37 minutes 12 seconds W., 326.11 feet; thence S. 89 degrees 56 minutes 00 seconds W., 37.50 feet; thence N. 00 degrees 05 minutes 00 seconds E., 185.00 feet to the point of beginning. Also beginning at a point located S. 89 degrees 31 minutes 50 seconds E., 420.01 feet and S. 00 degrees 05 minutes 00 seconds W., 1156.84 feet and N. 89 degrees 56 minutes 00 seconds E., 682.75 feet from the center of Section 29, T. 4 N., R. 9 E.; thence continuing N. 89 degrees 56 minutes 00 seconds E., 230.27 feet; thence S. 00 degrees 23 minutes 45 seconds W., 1375.42 feet; thence S. 89 degrees 49 minutes 50 seconds W., 113.80 feet; thence N. 32 degrees 45 minutes 05 seconds W., 90.43 feet; thence N. 52 degrees 56 minutes 42 seconds W., 222.09 feet; thence N. 06

degrees 27 minutes 07 seconds E., 187.72 feet; thence N. 30 degrees 48 minutes 00 seconds W., 49.42 feet; thence N. 59 degrees 12 minutes 00 seconds E., 178.32 feet; thence S. 21 degrees 38 minutes 46 seconds E., 138.05 feet; thence S. 07 degrees 29 minutes 05 seconds W., 40.74 feet; thence S. 82 degrees 30 minutes 55 seconds E., 44.56 feet; thence N. 68 degrees 21 minutes 14 seconds E., 83.41 feet; thence N. 21 degrees 38 minutes 46 seconds W., 249.21 feet; thence N. 68 degrees 22 minutes 34 seconds W., 93.10 feet; thence N. 30 degrees 48 minutes 30 seconds W., 51.47 feet; thence S. 59 degrees 12 minutes 00 seconds W., 218.13 feet; thence N. 46 degrees 44 minutes 29 seconds W., 145.28 feet; thence N. 19 degrees 51 minutes 57 seconds W., 231.03 feet; thence N. 60 degrees 22 minutes 48 seconds E., 398.36 feet; thence N. 19 degrees 03 minutes 34 seconds E., 106.64 feet; thence N. 00 degrees 04 minutes 00 seconds W., 176.03 feet to the point of beginning. Containing 14.42 acres.

(hereinafter referred to as "contractible area".)

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium 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, which time period may be extended pursuant to the Act, 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 25. Contraction of the Condominium shall be subject to all applicable laws and ordinances, shall require the prior written approval of the Township, and shall not interfere with preserved wetland and natural feature setback areas.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the contractible area as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. There is no obligation on the part of the Developer to withdraw from the Condominium Project all or any portion of the contractible area described above, nor is there any obligation to withdraw portions thereof in any particular order. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development.

ARTICLE VII

CONVERTIBLE AREAS

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

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six (6) years from the date of recording this Master Deed, to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas designated for such purpose on the Condominium Subdivision Plan, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute

or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element, which shall also include without limitation the extension of roads in the Condominium to connect to adjoining development(s). The Developer shall also have the right to convert Unit 133 to a General Common Element and to further modify the configuration of Unit 133 in the event it converts Unit 133. In addition, the Developer shall have the right to convert parking spaces to Limited Common Element carports and to assign any such carports to certain Units, and to relocate garages. Modification of Units and/or General Common Elements as reserved in this Article VII shall be subject to the prior written approval of the Township and shall not interfere with the preserved wetlands and natural feature setback areas.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project.

ARTICLE VIII

OPERATIVE PROVISIONS

Any contraction or conversion in the project pursuant to Articles VI and VII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such contraction and conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value, to the extent appropriate, set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of driveways, roadways and sidewalks in the Project to any driveways, roadways and sidewalks that may be located on, or planned for the land described in Article VI and to provide access to any Unit that is located on, or planned for the land described in Articles VI from the driveways, roadways and sidewalks located in the Project. Redefinition of Common Elements shall require the prior written approval of the Township and shall not interfere with the preserved wetland and natural feature setback areas.

Section 3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the Township of Independence. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

Section 4. Consolidating Master Deed. A Consolidating Master Deed (subject, however, to Article III, Section 9 of this Master Deed) shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

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

ARTICLE 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 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 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 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:

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.** Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may be withdrawn from the Project as reserved in

Article VI or any portion or portions thereof, easements for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VI. In order to achieve the purposes of this Article and of Article VI of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of the land described in Article VI by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by this Condominium and any developed portions of the land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed dwelling Units on the land described in Article VI not lying within the Condominium whose closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Construction and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the 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 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. Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Article VI or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall

be shared by this Condominium and any developed portions of the land described in Article VI which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI not located within the Condominium which benefit from such mains. Provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads which service dwellings outside the Condominium Premises.

The Developer reserves the right at any time until the 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 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 (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the 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, sprinkler 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 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 Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment ("Fiber Optic Improvements") located throughout the Project, up to the point of entry to each residence, would be owned by the Developer. At all times the Developer provides fiber optic service in the 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 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 of Independence, 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. 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 of Independence, 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 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 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.

LIBRARY

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

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

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

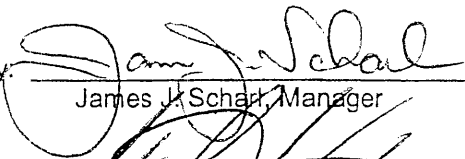
ARTICLE XII

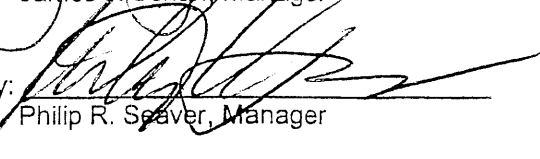
ASSIGNMENT

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

[SIGNATURE PAGE FOLLOWS]

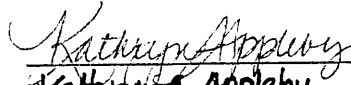
BERIT, L.L.C., a Michigan limited liability company

By: 
James J. Scharl, Manager

And By: 
Philip R. Seaver, Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 10th day of September, 2004, in Oakland County, Michigan, the foregoing Master Deed was acknowledged before me by James J. Scharl and Philip R. Seaver, Managers of BERIT, L.L.C., a Michigan limited liability company, on behalf of the company.


Kathryn A. Appleby
Notary Public, State of Michigan, County of Oakland
My commission expires: 10-15-2007
Acting in the County of Oakland

Master Deed drafted by and when recorded return to:
C. Kim Shierk of Myers Nelson Dillon & Shierk, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304-2221