

LIBER 19187PC030

NO 18 90 334262

\$ 165.00 MISCELLANEOUS RECORDING  
\$ 2.00 REINUMENTATION

FIRST AMENDED AND RESTATED MASTER DEED  
TROTTERS POINTE

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 951

30 NOV 88 3:27 P.M. RECEIPT# 389  
FRID RECORDED - OAKLAND COUNTY  
G. WILLIAM CATBELL  
CLERK OF DEEDS

This First Amended and Restated Master Deed ("Master Deed") is made and executed by DeMaria Investments, a Michigan Co-Partnership, (hereinafter referred to as "Developer"), of 45500 Grand River Novi, Michigan 48376, 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 established Trotters Pointe (hereinafter, the "Condominium") as Oakland County Condominium Plan No. 951 pursuant to the Master Deed thereof recorded on December 13, 1995, in Liber 15880 Pages 661 through 747, inclusive, Oakland County Records.

WHEREAS, the Developer desires to amend and restate the Condominium pursuant to the authority reserved in Section 3 of Article VI of the original Master Deed such that upon recording of this First Amended and Restated Master Deed in the office of the Oakland County Register of Deeds, this First Amended and Restated Master Deed shall completely supersede and replace the original Master Deed for Trotters Pointe recorded in Liber 15880, Page 661 through 747, inclusive, Oakland County Records.

WHEREAS, the Developer desires by recording this First Amended and Restated 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 site condominium under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, amend and restate Trotters Pointe as a Condominium under the Act and does declare that the Condominium shall 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 land and the Developer, and the Developer's successors and assigns, and any persons acquiring or owning an interest in the Condominium, and their successors and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

165.00  
+ 2.00

O.K. - KB

O.K. - RC

## ARTICLE I

## TITLE AND NATURE

The Condominium shall be known as Trotters Pointe, Oakland County Condominium Subdivision Plan No. 951. The Condominium is established in accordance with the Act and in accordance with the laws of the City of South Lyon including particularly its Open Space Community Ordinance and the approved plans therefor are on file with the City. The architectural plans for each dwelling in the Condominium will also be filed with the City. The Sites contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Site is a residential building site capable of individual utilization on account of having its own entrance and exit to and from the Site to and from the General Common Elements of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to the Owner's Site and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium.

## ARTICLE II

## LEGAL DESCRIPTION

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

A parcel of land being the East 20 Acres of the fractional SW 1/4 and part of the SE 1/4 of Section 18, except the North 990.00 feet of the East 1320.00 feet thereof, T1N-R7E, City of South Lyon, Oakland County, Michigan, more particularly described as: beginning at the SE corner of said Section 18; thence N 89°26'40" W along the South line of the SE 1/4 of Section 18, and the centerline of Eleven Mile Road right-of-way, (60 foot 1/2 right-of-way), N 89°26'40" W, a distance of 2640.14 feet to the S 1/4 corner of said Section 18; thence along the South line of the fractional SW 1/4 of Section 18 and the centerline of Eleven Mile Road, (60 foot 1/2 right-of-way, N 89°31'05" W, a distance of 327.47 feet to the West line of the East 20 acres of the fractional SW 1/4 of said Section 18; thence N 01°02'01" E along said West line, a distance of 2654.93 feet to the East - West 1/4 line of said Section 18; thence along said East - West 1/4 line S 89°27'29" E, a distance of 1642.58 feet; thence S 00°56'07" W, a distance of 990.75 feet; thence S 89°28'22" E, a distance of 1320.68 feet to the East line of said Section 18, and the centerline of Pontiac Trail right-of-way, (66 foot wide); thence along said East line and centerline, S 00°56'32" W, a distance of 1664.76 feet to the point of beginning, containing 150.70 acres, more or less.

21-18-452-000art

(21-18-400-010)

## 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 Trotters Pointe Subdivision 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 Trotters Pointe 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 Trotters Pointe Homeowner 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. City. "City" means the City of South Lyon and/or its duly authorized officers and agencies as may be applicable from time to time.

Section 5. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. 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 7. Condominium Site, Condominium Unit, Site or Unit. "Condominium Site", "Condominium Unit", "Site" or "Unit" means the volume of space constituting a single complete Site designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto and all structures and improvements within such space. All structures and improvements (except storm water drainage and utility-related improvements) now or hereafter located within the boundaries of a Site shall be owned in their entirety by the Co-owner of the Site within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents as to storm water drainage and utility-related

improvements, constitute Common Elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Sites. Each Site shall be co-extensive with an entire lot within the meaning of the City ordinances and shall extend beyond its related building envelope to the full limit of its perimeter Site lines as depicted on the Condominium Subdivision Plan.

Section 8. 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 Trotters Pointe as described above.

Section 9. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Trotters Pointe, as a Condominium Project established in conformity with the Act.

Section 10. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

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 owns one or more Sites in the Condominium. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Trotters Pointe as a completed Condominium and shall reflect the Condominium as finally configured and surveyed. 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 Sites and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Sites and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded. Further, in the event that there is no need to modify the terms of the Master Deed or Bylaws and if the only changes are revisions to the Condominium Subdivision Plan, then there shall be no need to re-record the Master Deed and/or Bylaws but any such revisions may be reflected by the recording of an amendment for the purpose of evidencing the locations of Sites, Common Elements and utilities as actually built.

Section 13. Developer. "Developer" means DeMaria Investments, who 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 14. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Site in the Condominium.

Section 15. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of 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 Sites which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Site conveyance, or (ii) 120 days after 75% of the Sites which may be created are sold, whichever first occurs.

Section 16. 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.

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

#### ARTICLE IV

#### COMMON ELEMENTS

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

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

(a) Land. The land described in Article II hereof, and including other Common Elements, if any, not identified as Sites or Limited Common Elements.

(b) Roads, Entrance Area, Traffic Islands. The roads and cul-de-sacs (including both their paved areas and the adjoining rights of way), together with the entrance areas and traffic islands depicted on the Condominium Subdivision Plan and all signage installed by the Developer and/or the Association in connection therewith.

(c) Easements. All beneficial easements, if any, now existing or created after the recording hereof which benefit the Condominium Premises as a whole.

(d) Electrical. The electrical transmission mains throughout the Condominium, up to the point of lateral connections for Site service, together with common lighting for

the Condominium if any is installed. The Developer presently intends to install a light in the Entrance Area and may install another light or lights in some portion or portions of the Open Space Areas. There is no obligation on the part of the Developer to install any particular common lighting but Developer reserves the right to do so, either within the Common Elements or within any one or more Sites. Any common lighting installed within a Site and designated as such by the Developer shall be maintained, repaired and replaced by the Association except that the costs of electrical power consumption therefor shall be paid by each Co-owner to whose Site such designated common light is metered. Any street lighting or other lighting installed within the General Common Elements shall be metered to and paid by the Association unless the Developer determines otherwise.

(e) Telephone. The telephone system throughout the Condominium up to the point of lateral connections for Site service.

(f) Gas. The gas distribution system throughout the Condominium up to the point of lateral connections for Site service.

(g) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Site service.

(h) Storm Water Drainage System. The storm water drainage system including the storm water retention area and other drainage areas and apparatus depicted as such on the Condominium Subdivision Plan.

(i) Open Space Areas. The General Common Element open space areas designated as such on the Condominium Subdivision Plan.

(j) Wetlands Areas. The wetlands areas designated as such on the Condominium Subdivision Plan.

(k) Pedestrian Path System. The pedestrian path system designated as such on the Condominium Subdivision Plan.

(l) Picnic Areas, Wetlands Viewing Gazebo and Wetlands Viewing Platform. The picnic areas, wetlands viewing gazebo and wetlands viewing platform now or hereafter designated as such on the Condominium Subdivision Plan.

(m) Pond and Pond Shore Area. The pond (to the extent lying within the Condominium) and pond shore area now or hereafter designated as such on the Condominium Subdivision Plan.

(n) Sanitary Sewer System. The sanitary sewer system throughout the Condominium up to, but not including, the point of lateral connections for Site service.

(o) Water. The water distribution system throughout the Condominium up to but not including, the water meter for each Site.

(p) Other. Such other elements of the Condominium not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Site, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Condominium. Developer reserves the right to establish such mailbox system as Developer may elect or as may be required to be installed by a public authority or service agency having jurisdiction and, to that end, may establish an individual mailbox system or may consolidate or cluster the same in such manner as Developer may deem appropriate. If mailboxes are clustered, the Developer or the Association may designate individual compartments in the clustering structure or structures as Limited Common Elements or may assign or reassign the same from time to time for use by Co-owners on an equitable basis without such designation. Developer also reserves the right, in its discretion, to install street signs, traffic control signs, street address signs and other signage at any location or locations as Developer deems appropriate within the General Common Element road rights of way.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Site to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

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

(a) Co-owner Responsibilities.

(i) Sites. The responsibility for and the costs of maintenance, decoration, repair and replacement of each Site designated in the Condominium Subdivision Plan, the dwelling and appurtenances contained therein and all improvements thereto shall be borne by the Co-owner of such Site; provided, however, that the exterior appearance of the dwellings within the Sites, to the extent visible from any other dwelling within a Site or Common Element in the Condominium, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Each Co-owner shall also be responsible for maintenance of any areas lying between the Owner's Site and the curb adjoining the pavement within the Road or Drive right of way in front of the Site as may be prescribed by the Association. All structures shall be built in accordance with City requirements and shall not extend beyond building setback lines as depicted on the Condominium Subdivision Plan without approval of the City and/or the Developer as may be applicable. Failure of any Co-owner to adhere to maintenance and aesthetic standards imposed by the Association shall entitle the Association to enter upon such Co-owner's Site and to perform the necessary

maintenance, decoration, repair or replacement in accordance with the provisions of Article VIII, Section 4 of this Master Deed.

(ii) Utility Services. All costs of initial installation and subsequent operation of water, electricity, natural gas, telephone, cable television (to the extent any are available and/or installed) and any other utility services shall be borne by the Co-owner of the Site to which such services are furnished. All utility laterals and leads shall be installed, maintained, repaired and replaced at the expense of the Co-owner whose Site they service, except to the extent that such expenses are borne by a utility company or a public authority and the Association shall have no responsibility therefor.

(b) Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements and Limited Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall maintain all Common Elements requiring periodic maintenance in a neat, clean, and first-class condition in keeping with their basic nature. Additional maintenance assessments may be levied for individual Sites requiring expenditures by the Association. Standards for maintenance may be established by the Association through its Board of Directors. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Sites. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions within any Site boundaries as it may deem appropriate and as the affected Co-owners may agree (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and telecommunications, described above may be owned and/or maintained by a public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and any telecommunications, shall be General Common Elements only to the extent of the Co-owners interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see to it that water, telephone, electric and natural gas mains (if any) are existing or installed within reasonable proximity to, but not within the Sites. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures



and fixtures located within the Sites.

Section 5. City's Right to Cure Deficiencies in Maintenance, Repair and Replacement. In the event the Association fails to provide adequate maintenance, repair or replacement of the private roads or the storm water retention basin and storm drainage system, the City of South Lyon may serve written notice of such failure upon the Association. Such notice shall set forth the deficiencies demanded by the City to be cured and state a reasonable period of time within which such deficiencies are to be cured. If such deficiencies are not cured or satisfied, the City may undertake such maintenance, repair or replacement and the costs therefor plus a 25% administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual tax roll of the City of South Lyon.

Section 6. Use of Sites and Common Elements. No Co-owner shall use his or her Site or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of such Owner's Site or the Common Elements. Each dwelling constructed within a Site shall be located entirely within the Building Envelope Lines for such Site as depicted on the Site Plan which constitutes a part of Exhibit B hereto.

## ARTICLE V

### SITE DESCRIPTIONS, PERCENTAGES OF VALUE AND CO-OWNER RESPONSIBILITIES

Section 1. Description of Sites. Each Site in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of Trotters Pointe as prepared by Progressive Architecture, Engineering, Planning and attached hereto as Exhibit B. There are 340 Sites in the Condominium established by this Master Deed. Each Site shall consist of the space located within horizontal and vertical Site boundaries as delineated on Exhibit B hereto together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each of the Sites is equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of the Sites in the Condominium and concluding that there are not material differences among the Sites insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Site shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium, 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.

## ARTICLE VI

CONSOLIDATION  
AND OTHER MODIFICATIONS OF SITES

Notwithstanding any other provision of the Master Deed or the Bylaws, Sites in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act, any applicable local ordinances and regulations, and this Article; such changes in the affected Site or Sites shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. No such changes shall be made, however, without the approval of the City. Subject to approval of the City, Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Site to do the following:

Section 1. Realignment and Chances to Sites; Consolidation of Sites; Relocation of Boundaries. Realign or alter any Site which it owns, consolidate under single ownership two or more Sites located adjacent to one another, and relocate any boundaries between adjoining Sites. Such realignment of Sites, consolidation of Sites and/or relocation of boundaries of Sites 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. The provisions of the South Lyon City Zoning Ordinance regarding minimum lot size, minimum floor area per dwelling unit, yard setbacks, and maximum height of building shall apply at all times to this Condominium. For purposes of applying these ordinance provisions to the Condominium development, the following shall apply: The term "lot" as used in the Zoning Ordinance shall mean "Site" as defined herein and as shown on Exhibit "B".

Section 2. Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, the Site or Sites resulting from such realignment or consolidation shall be separately identified by number and the percentage of value as set forth in Article V hereof shall be adjusted so that all Sites have equal percentages of value. 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 Sites in the Condominium as so consolidated. All of the Co-owners and mortgagees of Sites and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Sites 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 an entire Master Deed or the Exhibits hereto.

## ARTICLE VII

## CONVERTIBLE AREAS

Notwithstanding any other provision of the Master Deed or the Bylaws, Developer retains and may exercise rights of convertibility in accordance with Section 31 of the Act, any applicable local ordinances and regulations, and this Article; such changes in the affected Sites and/or Common Elements shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. No such changes shall be made, however, without the approval of the City. Subject to approval of the City, Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Site to do the following:

Section 1. Designation of Convertible Areas. All Sites and Common Element areas are hereby designated as Convertible Areas within which: (a) the individual Sites may be expanded or reduced in size, otherwise modified and/or relocated; (b) General and Limited Common Elements may be constructed, expanded or reduced in size, otherwise modified and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder, subject at all times to the approval of the City and subject to the same requirements and limitations as set forth in Article VI, Section 1 of this Master Deed.

Section 2. The Developer's Right to Modify Sites and/or Common Elements. The Developer reserves the right in Developer's sole discretion, from time to time, during a period ending six years from the date of recording this Master Deed, to enlarge, extend, diminish and/or relocate Sites, and to construct private amenities on all or any portion or portions of the Convertible Areas. The Developer shall also be entitled to convert General Common Element areas into Limited Common Elements or Sites in such areas as it, in its sole discretion, may determine. The precise number, nature, size and location of Site and/or Common Element extensions and/or reductions and/or amenities which may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to necessary public agency approvals. Any private amenity other than a dwelling extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Site. Notwithstanding the conversion of the convertible area, the maximum number of Sites in the Condominium may not exceed the number approved for development by the City of South Lyon.

Section 3. Developer's Right to Grant Specific Right of Convertibility. The Developer shall have the authority to assign to the Owner of a particular Site the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Development and Sales Period and shall be granted only at the sole discretion of the Developer.

Section 4. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium, as determined by Developer in its sole discretion.

Section 5. Amendment of Master Deed. The exercise of rights of modification and/or convertibility in this Condominium shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its assigns. The Developer shall be obligated to amend the Condominium Subdivision Plan to show all changes in the Sites resulting from exercise of convertibility-rights pursuant to this Article VII. The Developer shall, however, have the right to close on the sale of a Site, notwithstanding the fact that the Site may not conform in size and/or shape to the depiction of the Site on the Condominium Subdivision Plan, provided that a Consolidating Master Deed depicting the modified Site is ultimately recorded as required by the Act and this Master Deed.

Section 6. 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 and service the modified Sites, dwellings and appurtenances being included in the Condominium under this Article VII. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article. In the event a Co-owner exercises the right of convertibility described herein subsequent to Developer's final recording of a Consolidating Master Deed or other final amendment to the Master Deed such Co-owner shall be responsible, at such Owner's expense, to cause the Association to prepare and record an amendment to the Master Deed depicting such changes made by Co-owner to the Site and/or Common Elements.

Section 7. Consent of Interested Persons. All of the Co-owners and mortgagees of Sites and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the developer to effectuate the purposes of this Article VII. 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 VIII

## EASEMENTS, RESERVATIONS, RESTRICTIONS AND ENABLEMENTS

Section 1. Easement for Utilities. There shall be easements to, through and over all portions of the land in the Condominium, including all areas lying within Site boundaries for installation and for the continuing existence, maintenance, repair, replacement and enlargement of or tapping into all utilities in the Condominium including, without limitation, placement of electrical transformers.

Section 2. Rights Retained by Developer:

(a) Access Easements for Development Purposes. The Developer reserves for the benefit of Developer, and Developer's successors and assigns, the right of unrestricted use of the Condominium roadways and all other Common Elements and all Sites for the purposes of ingress and egress to and from all or any portion of the Condominium for purposes of development thereof.

(b) Utility Easements for Development Purposes. The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utilities located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains, if any. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, 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.

(c) Dedication of Roadways. The Developer reserves the right at any time during the Development and Sales Period 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 General Common Elements, Sites and appurtenant Limited Common Elements, if any, in Trotters Pointe. 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 the Condominium Subdivision Plan hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Sites and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing rights-of-way dedication.

(d) Granting Utility Rights to Agencies. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium and all Sites and Common Elements therein to appropriate governmental agencies or public utility companies and to transfer title of

utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed 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 Sites and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easements or transfers of title.

(e) Granting Rights For Use of Certain Common Elements. The Developer reserves the right at any time during the Development and Sales Period to grant easements of use over and across the Condominium in favor of any parcel of land which is contiguous to the Condominium Premises to enable the owner or owners of such lots or parcels to utilize the Pedestrian Path System, the Picnic Areas, the Wetland Viewing Gazebo and the Wetlands Viewing Platform lying within the Condominium. Any such easement may be granted by the Developer without the consent of any Co-owner, mortgagee or other person; and shall be evidenced, at Developer's election, by an appropriate amendment to this Master Deed and Exhibit B hereto or by a separate instrument recorded in the Oakland County Records. All of the Co-owners and mortgagees of Sites and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed or other instrument as may be required to effectuate the foregoing grants of easement by Developer. Provided, however, that no rights in such other lots or parcels or their owners are created by virtue hereof unless and until the Developer takes express written action pursuant hereto.

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 reasonable easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility 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 Development and Sales Period has not expired.

Section 4. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility agencies or companies shall have such easements over, under, across and through the Condominium Premises, including all Sites and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling or garage located within a Site. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and

decoration of the dwelling and all other appurtenances and improvements constructed or otherwise located within each Owner's Site, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of the Co-owner's Site in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations of the Association, to properly and adequately maintain, decorate, repair, replace, landscape or otherwise keep his or her Site, the dwelling thereon or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sale 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 dwelling within the Site (including the exteriors of any structures located therein), its appurtenances or its Limited Common Elements and any landscaping, all at the expense of the Owner of the Site. Neither the Developer nor the Association shall be liable to the Owner of any Site or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. 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 the Co-owner's regular periodic 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. Utility Easements and Locations of Utility Installations. Various utility installations exist within the Sites and are depicted on the Condominium Subdivision Plan. Perpetual easements exist and are hereby created in this Master Deed and otherwise in favor of all Sites and the Owners thereof for the continued existence, maintenance, repair and replacement of such utilities, whether located above or below ground. Also, other utility mains (including, without limitation, natural gas, electric and telephone conduits) may be installed by or at the instance of Developer across all Sites to serve some or all other Sites in the Condominium. Developer reserves the right to create all such easements and to install or cause to be installed any and all utilities within and across all Sites in such locations as Developer may elect, in Developer's sole and absolute discretion and, further, to tap into, extend and enlarge such utilities as may be necessary, in Developer's judgment. All Sites shall be convertible by Developer to any extent necessary to create General Common Elements and easements in furtherance of the rights reserved in this Section 5.

Section 6. Easements for Storm Drainage. There shall exist easements over all Sites for purposes of providing storm water drainage and retention or detention as designated on the Condominium Subdivision Plan. No Owner shall disturb the grade or otherwise modify the areas

within such easements in any way so that the storm water drainage designed for the Condominium Premises shall be unimpeded. Each Owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials located within any open storm drainage easement areas lying within such Co-owner's Site except as the same may be necessitated by the actions of the Association or any public agency having jurisdiction in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities.

Section 7. Emergency Vehicle Access Easement. There shall exist for the benefit of the City or other emergency or public service agency or authority, an easement over all Roads and Drives in the Condominium for use by the emergency and/or service vehicles of the City or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, 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.

Section 8. Roads; Private and Public. The private roads referred to in Article IV, Section 1(b) above will be maintained, replaced, repaired and resurfaced as necessary by the Association until they are dedicated to the public. It is the Association's responsibility to inspect and to perform preventative maintenance of the Condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. It is contemplated that eventually the roads will be dedicated to the public, although it is possible such dedication may not necessarily take place immediately, or at all. In the event dedication of the roads takes place, the Association will no longer be responsible for maintaining the roads, although the Association, in its sole and absolute discretion, may elect to continue to maintain the road to the extent it deems it appropriate. Nothing contained in the Condominium Documents shall be read so as to impose an obligation on the Association to maintain the roads once they are dedicated to public use.

Any special assessments that may evolve from the future paving of said roads shall be borne in equal proportions by the Owners of all Sites that may be created in the Condominium and owners of any residences or building sites that may be constructed or developed on the parcels of land described in Articles VI and VII of this Master Deed.

Section 9. Storm Water Retention Area and Storm Water Drainage System. The costs of maintenance, repair and replacement of the Storm Water Retention Areas (retention basin and permanent sedimentation pond) and the Storm Water Drainage System of the Condominium shall be borne by the Association unless and until easements therefor have been duly granted to the Oakland County Drain Commissioner as presently intended by Developer whereupon the responsibility for such maintenance, repair and replacement shall be that of the public agency having jurisdiction; PROVIDED, HOWEVER, that the cost and responsibility for any mowing and/or other landscaping of the Storm Water Retention Areas shall at all times, before and after dedication of easements, be that of the Association.



Section 10. Open Space Areas and Access Thereto. All areas within the Condominium other than the Sites, roads and drives shall be deemed to be "Open Space Areas" within the meaning of the City Open Space Community Ordinance. The Open Space Areas as designated on the Condominium Subdivision Plan shall be retained predominantly in their natural, scenic and open space condition, subject to such recreational uses as are provided for in Article VI, Section 20 of the Bylaws and prohibiting any use that will significantly impair or interfere with the natural and scenic values of the Open Space Areas as a part of an ecologically sensitive system of uplands, meadowlands, woodlands, wetlands, ponds and streams. Their use shall perpetually be subject to the covenants, conditions and restrictions set forth herein and in said Bylaws. There shall exist easements for pedestrian access by all Co-owners to the Open Space Areas over the Pedestrian Path System depicted as a General Common Element on the Condominium Subdivision Plan. The costs of maintenance and/or restoration of the Open Space Areas of the Condominium shall be borne by the Association. In the event that the Association fails to provide adequate maintenance or restoration of the Open Space Areas or the City determines all or any portion of the Open Space Areas to be a public nuisance, the City may serve written notice of such failure or such determination upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance and restoration or conditions of nuisance be cured within a stated time period. If such deficiencies are not cured, the City may undertake such maintenance, repair, or replacement and the costs of plus an administrative fee to be determined by the City not exceeding 25% of such costs may be assessed against the owners and collected as a special assessment on the next annual City tax roll.

## ARTICLE IX

### 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 Sites or Common Elements. No Site on may be modified in any material way without the consent of the Owner of such Site. The Developer may, without such consent, modify the Site and Limited Common Elements appurtenant to any Site to make adjustments for survey error or to take into account topographic conditions of the Site or the Limited Common Elements of the Site or as elsewhere herein provided (but subject to any necessary consent of the City).

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. By Developer. Prior to one year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order

to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Condominium.

Section 4. Change in Percentage of Value. Except as otherwise provided in this Master Deed, 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 the Co-owner's first mortgagee, nor shall the percentage of value assigned to any Site be modified without like consent; thus, any change in such matters shall require unanimity of action of all Co-owners.

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 100% of non-Developer Co-owners.

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

Section 7. Amendments for Secondary Market Purposes. The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

Section 8. Consent of City Required. Anything herein to the contrary notwithstanding, Article VIII, Sections 6 through 10, inclusive, and this Article IX, Section 8 of this Master Deed shall not be amended without the specific consent of the City.

## ARTICLE X

### CONTRACTION OF CONDOMINIUM

(a) As of the date this Master Deed is recorded, Developer reserves the right to withdraw from the Condominium that portion of the land described in Article II that consists of the General Common Element area (approximately 3+/- acres) located at the Northwest corner of 11 Mile Road and Pontiac Trail. At the option of the Developer, within a period ending no later than (6) years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium the General Common

Element area (approximately 3+/- acres) located at the Northwest corner of 11 Mile Road and Pontiac Trail.

(b) In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land described in Article II that is the General Common Element area (approximately 4.256+/- acres) located at the Northwest corner of 11 Mile Road and Pontiac Trail. The withdrawal of such land pursuant to this Article X shall be effected by an amendment of the Master Deed as provided in paragraph (d) below.

(c) There are no restrictions on Developer's right to contract the Condominium as provided in this Article X.

(d) The consent of any Co-owner shall not be required to contract the Condominium. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium as herein provided. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

## ARTICLE XI


### ASSIGNMENT


Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. 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.

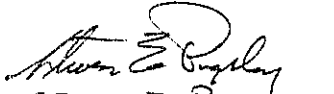
IN WITNESS WHEREOF, Developer has caused this First Amended and Restated Master Deed to be executed the day and year first above written.

WITNESSES:

DEMARIA INVESTMENTS,  
a Michigan Co-Partnership

  
\_\_\_\_\_  
JOHN G. CLEARY

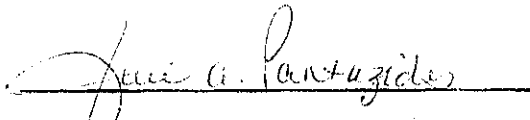
  
By:           /s/ Richard DeMaria            
Richard DeMaria, Partner

  
\_\_\_\_\_  
STEVEN E. PUGSLEY

  
By:           /s/ Joseph A. DeMaria            
Joseph A. DeMaria, Partner

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 1998, by Richard DeMaria and Joseph A. DeMaria who are partners of DeMaria Investments, a Michigan Co-partnership, on behalf of DeMaria Investments.

  
\_\_\_\_\_  
Notary Public, ~~Wayne~~ Oakland, MI  
My Commission Expires: 2/22/01

DET05/103264.2

JULIE A. PANTAZIDES  
Notary Public, Oakland County, MI  
My Commission Expires Feb. 22, 2001

Instrument drafted by:

Kevin Kohls  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
660 Woodward Avenue  
Detroit, MI 48226-3583