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Pages \_\_\_\_\_ through \_\_\_\_\_  
Oakland County Records  
at \_\_\_\_\_ a/p.m.

MASTER DEED

OF #635 REVIDE'S PRIS  
0001 MAR 15 '89 02153PM  
TRAIL WINDS NORTH CONDOMINIUM DEEDS #240

(Act 59, Edible Acts of 1978 as Amended)

THIS MASTER DEED is made and executed on this 27th day of February, 1989, by Trail Winds, Inc., hereinafter referred to as "Developer," whose address is 764 Laguna, P.O. Box 565, Walled Lake, Michigan 48088, represented herein by Paul D. profit, who is fully empowered and qualified to act on behalf of the corporation, 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."

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium By-Laws, attached hereto as Exhibit A, and together with the Condominium Subdivision Plan, attached hereto as Exhibit B, (both of which are hereby incorporated 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 Trail Winds North Condominium as a Condominium Project under the Act and does declare that Trail Winds North Condominium, 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 benefit to the Developer, its successors, and assigns, and any persons acquiring or owning interests in the said real property, their grantees, successors, heirs, representatives, administrators, and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Trail Winds North Condominium, Oakland County Condominium Subdivision Plan No. 597. The Architectural Plans for the Project were approved by the Walled Lake Building Department. The

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Land 1002410745

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 as are designated by the Master Deed.

#### ARTICLE III

##### LEGAL DESCRIPTION

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

Part of the Northeast 1/4 of Section 26,  
Town 2 North, Range 3 East, City of Walled  
Lake, Oakland County, Michigan, described as

##### *Commence*

Beginning at a point located South 88 degrees 07 minutes 42 seconds West 268.37 feet along the East-West 1/4 line of Section 26 from the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 26; thence continuing along said East-West 1/4 line South 88 degrees 07 minutes 42 seconds West 133.00 feet; thence North 02 degrees 19 minutes 39 seconds West 83.00 feet; thence South 88 degrees 07 minutes 42 seconds West 210.00 feet; thence South 02 degrees 39 minutes 39 seconds East 83.00 feet; thence South 88 degrees 07 minutes 42 seconds West 124.18 feet; thence North 33 degrees 44 minutes 59 seconds West 142.62 feet to a point of curve said point being on the centerline of Pontiac Trail; thence along said centerline on a curve to the right 339.28 feet, central angle of 13 degrees 34 minutes 08 seconds and a chord bearing and distance of North 63 degrees 02 minutes 03 seconds East 338.49 feet; thence North 69 degrees 49 minutes 09 seconds East 243.59 feet; thence South 02 degrees 39 minutes 39 seconds East 341.22 feet to the point of beginning. Containing 2.531 acres and being subject to the rights of the public in existing Pontiac Trail, along with any easements or record affecting same.

All 17-36-278-019 ARTICLE III Pt 17-36-278-016  
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##### DEFINITIONS

Certain terms are utilized not only in this Master

##### PAID CO. TREAS

OAKLAND COUNTY TREASURER'S OFFICE  
100 EAST GRAND RIVER AVENUE, SUITE 100  
DETROIT, MICHIGAN 48226  
TREASURER: ROBERT J. KELLY  
DEPUTY TREASURER: MICHAEL J. KELLY  
REGISTRAR: JEFFREY A. HARRIS  
RECEIVABLES MANAGER: JEFFREY A. HARRIS

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Bond 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, Corporate By-Laws, and Rules and Regulations of the Trail Winds North Condominium Association, a Michigan non-profit Corporation, and Deeds, Mortgages, Liens, Land Contracts, easements, and other instruments affecting the establishment of, or transfer of, interest in Trail Winds North Condominium, as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- B. "Association" shall mean 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. Any action required or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the Laws of the State of Michigan.
- C. "Association By-Laws" means the Corporate By-Laws of Trail Winds North Condominium Association, the Michigan non-profit Corporation organized to manage, maintain, and administer the Condominium.
- D. "Common Element" where used without modification shall mean both the General and Limited Common Elements described in Article IV hereof.
- E. "Condominium By-Laws" means Exhibit A hereto, being the By-Laws setting forth the substantive rights and obligations of the Co-owners and required by section 3(4) of the Act to be recorded as part of the Master Deed.
- F. "Condominium Documents," wherever used, means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, By-Laws, and Rules and Regulations, if any, of the Association.
- G. "Condominium Premises" means and includes the land, all improvements and structures thereon, and all easements, rights, and appurtelements belonging to Trail Winds North Condominium, as described above.
- H. "Condominium Project," "Condominium,"

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or "Project" means Trail Winds North Condominium as a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit B hereto.

- J. "Contractible Area" means that portion of the submitted lands or buildings which may be withdrawn from the Project pursuant to provisions in the Condominium Documents and in accordance with the Act.
- K. "Convertible Area" means that portion of the submitted land or buildings which may be changed from a General Common Element to either a Limited Common Element or a particular Unit, or changed from a Limited Common Element to a particular Unit.
- L. "Consolidating Master Deed" means the final amended Master Deed which shall describe Trail Winds North Condominium as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof or taken from the Condominium under Article VII and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed and all Amendments thereto for Trail Winds North Condominium.
- M. "Co-owner" means a person, firm, corporation, partnership, association, trust, land contract vendee - if the Land Contract so provides, other legal entity or any combination thereof who or which own one (1) or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."
- N. "Developer" shall mean Trail Winds, Inc., which has made and executed this Master Deed, and its successors and assigns.
- O. "Expansion Project" or "Expansion Condominium" means a Condominium Project to which additional land may be added pursuant to express provision in the Condominium Documents and the Act.

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P. "Sales Period" 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 or for so long as the Developer continues to construct or proposes to construct additional units.

Q. "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 exceeds the votes which may be cast by the Developer.

R. "Unit" or "Condominium" each mean the enclosed space constituting a single complete residential unit in Trail Winds North Condominium as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" which is 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.

#### ARTICLE IV

##### COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair, or replacement thereof are as follows:

A. The General Common Elements are:

1. The land and beneficial easements described in Article II hereof including driveways, roads, sidewalks, and parking spaces, not identified as Limited Common Elements, if any; other than that portion thereof described in Article V, Section A and Exhibit B hereto as constituting the Condominium Units and their appurtenant Limited Common Elements, provided however, that the Association or Developer may, in its discretion, assign General Common Element parking spaces to Individual Co-owners or, an equitable basis by Amendment of the Master Deed and the Condominium Subdivision Plans to depict the parking as a Limited common element.

2. The electrical wiring network

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throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs, and switches within any Unit.

3. The gas line network throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
4. The telephone and cable T.V. wiring network throughout the Project up to the point of entry to each Unit.
5. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
6. 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.
7. The storm sewer system throughout the Project.
8. The foundations, supporting columns, basement walls, Unit perimeter walls (but not including windows and doors therein) roofs, ceiling and floor construction, and chimneys.
9. Some or all of the utility, telephone and cable T.V. systems, if any, may be owned by the local public authority or by the company that is providing the respective service. Such systems, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, and Developer makes no warranty whatever with respect to the nature or extent of such interest.
10. 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 necessary to the existence, upkeep, and safety of the Project.

B. The Limited Common Elements are:

1. The garages, porches or courtyards, patios, decks, and balconies, if any, adjoining each Unit shall be subject to the exclusive use and enjoyment of the

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Co-owner of such Unit. Any attic storage is limited to the exclusive use of the Unit through which access to that attic storage is obtained.

2. Ceiling and floor surfaces, windows, doors, and the interior surfaces of Unit perimeter walls contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

3. The driveway immediately in front of each Unit as shown on Exhibit B hereto is restricted in use to the Co-owner of the Unit to which it shall be appurtenant.
4. The hot water heater, furnace, air conditioner, and sump pump, if any, are restricted in use to the Co-owner of the Unit which such item services.
5. The fireplace, its chimney and flues, if any, are restricted in use to the Co-owner of the Unit which such item services.
6. The skylights and the space illuminated by them shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit immediately below such skylights.

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

1. The costs of decoration and regular maintenance of all items referred to in Article IV, B-2 above shall be borne by the Co-owners of each Unit to which such Limited Common Elements are appurtenant. The Association shall bear the costs of major repair or replacement of these items, except in cases of Co-owner fault, in which case that Co-owner shall be responsible for such costs. In the event of fire or casualty loss, the Association shall pay for repairs to all surfaces referred to above including standard redecorating.
2. The costs of maintenance, repair, and replacement of each hot water heater, furnace, air conditioner, and sump pump, described in Article IV, B-4 above, shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.
3. The costs of maintenance, repair, and

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replacement of each fireplace, its chimney and flues, described in Article IV, B-5 above shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.

g. 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.

5. 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

A. Each Unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of the Trail Winds North Condominium as prepared by Lawrence L. Currin of J.C.K. and Associates, Inc., Registered Engineer, and attached hereto as Exhibit B. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the floors of the Units other than basements, all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. The dimensions shown on basement and foundation Plans on Exhibit B have been or will be physically measured by Lawrence L. Currin of J.C.K. and Associates, Inc. Building elevations are shown in detail in architectural plans and specifications on file with the Walled Lake Building Department.

B. The percentage of value assigned to each Unit is equal for all Units. The percentages of value were computed because all of the Units are relatively the same size. The Co-owners shall share equally in the common Elements and their proportionate share of the proceeds and expenses of administration and the value of each Co-owners vote at any meeting of the Association of Co-owners shall also be equal.

#### ARTICLE VI

##### EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of Trail Winds North Condominium and consisting of eight (8) Units is intended to be the first phase of an expandable Project to contain in its entirety approximately eighteen (18) residential Units. Additional Units, if any, will be constructed upon all or some portion of the following described land:

part of the Northeast 1/4 of Section 26,  
Town 2 North, Range 8 East, City of Walled  
Lake, Oakland County, Michigan, described as  
follows:

Beginning at a point located South 88  
degrees 07 minutes 42 seconds West 268.37  
feet along the East-West 1/4 line of Section  
26 from the Southeast corner of the  
Southwest 1/4 of the Northeast 1/4 of  
Section 26; thence continuing along said  
East-West 1/4 line South 88 degrees 07  
minutes 42 seconds West 467.18 feet; thence  
North 33 degrees 44 minutes 59 seconds West  
142.62 to a point of curve said point being  
on the centerline of Pontiac Trail; thence  
along said centerline on a curve to the  
right 339.28 feet, central angle of 13  
degrees 34 minutes 06 seconds and a chord  
bearing and distance of North 63 degrees 02  
minutes 05 seconds East 338.49 feet; thence  
North 69 degrees 49 minutes 09 seconds East  
243.59 feet; thence South 02 degrees 39  
minutes 39 seconds East 341.22 feet to the  
point of beginning. Containing 2.938 acres  
and subject to the rights of the public in  
existing Pontiac Trail; except for:

Part of the Northeast 1/4 of Section 26,  
Town 2 North, Range 8 East, City of Walled  
Lake, Oakland County, Michigan, described as  
follows:

Beginning at a point located South 88  
degrees 07 minutes 42 seconds West 268.37  
feet along the East-West 1/4 line of Section  
26 from the Southeast corner of the  
Southwest 1/4 of the Northeast 1/4 of  
Section 26; thence continuing along said  
East-West 1/4 line South 88 degrees 07  
minutes 42 seconds West 133.00 feet; thence  
North 02 degrees 39 minutes 39 seconds West  
83.00 feet; thence South 88 degrees 07  
minutes 42 seconds West 210.00 feet; thence  
South 02 degrees 39 minutes 39 seconds East  
83.00 feet; thence South 88 degrees 07  
minutes 42 seconds West 124.18 feet; thence  
North 33 degrees 44 minutes 59 seconds West  
142.62 feet to a point of curve said point  
being on the centerline of Pontiac Trail;  
thence along said centerline on a curve to  
the right 339.28 feet, central angle of 13  
degrees 34 minutes 08 seconds and a chord  
bearing and distance of North 63 degrees 02  
minutes 05 seconds East 338.49 feet; thence  
North 69 degrees 49 minutes 09 seconds East  
243.59 feet; thence South 02 degrees 39  
minutes 39 seconds East 341.22 feet to the  
point of beginning. Containing 2.531 acres  
and being subject to the rights of the  
public in existing Pontiac Trail, along with  
any easements of record affecting same.

(hereinafter referred to as "Future Development"). Therefore, any other revisions of this Master Deed notwithstanding the number of Units in the Project may, at the option of the Developer, its successors, or assigns, from time to time, within a period ending no later than six (6) years from the recording of this Master Deed, be increased by the addition to this condominium of any portion of the Future Development and the construction of residential units thereon. The nature, appearance, and location of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole judgment. Such increase in size of this Condominium or project 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 discretion of the Developer, or its successors, and in which the percentages of value set forth shall be proportionately adjusted or readjusted in order to preserve a total value of one hundred (100) for the entire project resulting from such Amendment or Amendments to this Master Deed. The precise determination of the adjustments or readjustments in percentages of value shall be within the sole judgment of the Developer. Such adjustments or readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various Units; provided, however, that under this Article in no such Amendment or Amendments shall the percentage of value assigned to each Unit in Article V hereof be increased. Such Amendment or 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 additional phase being added to the Project by such Amendment.

In connection with any such Amendment or Amendments, 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. 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, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which the Developer, or its successors, may determine necessary in conjunction with such Amendment or Amendments. All such interested persons irrevocably appoint the Developer, or its successors, their agent and attorney-in-fact 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; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all Amendments thereto. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer, its successors, or assigns may in their discretion, establish all or a portion of said Future Development as a rental development, a separate Condominium Project, or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly

set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project All or any portion of the areas of future Development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements in any specific location.

#### ARTICLE VII

##### CONVERTIBLE AREAS

Certain areas extending up to twenty (20) feet adjacent to individual Units have been designated on Exhibit B hereto as Convertible Areas within which the individual Units may be expanded in size, within which the Limited Common Elements appurtenant to such Units may be constructed and/or relocated, and within which units may be constructed with basements.

Developer reserves the right, in its sole discretion, during a period ending no later than six (6) years after the recording of 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, or to construct basements or garages within the Convertible Areas, designated as such on Exhibit B hereto, as it may be revised or amended from time to time, 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 Limited Common Element.

Developer reserves the right during the Sales Period for itself and individual Co-owners to construct and enclose patios within the Patio areas designated on the Master Deed, subject to the prior written approval from Developer of the architectural plans and construction materials for such improvements. Any such improvements shall be completed by Co-owner prior to the time the Developer files as-built plans for the Condominium pursuant to the Act.

All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

Modification of Units within this Condominium Project shall be given effect by an appropriate Amendment to the Master Deed in the manner provided by law, which Amendment shall be prepared by and at the discretion of the Developer; or its successors, and shall contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such Amendment. In connection with any such Amendment, 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 the roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for, the Convertible Area, and to provide access to

any unit from the roadways and sidewalks located in the Project.

All of the Co-owners and mortgagees of the 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 of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer, or its successors, as agent and attorney for the purpose of execution of such Amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such Amendment 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 thereto.

## ARTICLE VIII

### EASEMENTS

#### A. Easement for Maintenance of Encroachments.

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 too, 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 and Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

#### B. Easements Retained By Developer.

1. Roadway Easements. Developer reserves for the benefit of itself, its successors, and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement, and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI whose closest means of access to a public road is over such road or roads. 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 number of such Units plus all other Units in the adjoining land described in Article VI whose closest means of access to a public road is over such road.

2. Utility Easements. Developer also hereby reserves for the benefit of itself, its successors, its 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, service, maintain, extend,

and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, electric, gas, communications, 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 necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension, or enlargement.

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, rights-of-way, 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 or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer so long as the Sales Period has not expired.

4. Easements for Construction, Maintenance, Repair, and Replacement. The Developer, Association, and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of construction, maintenance, repair, decoration, or replacement which they, or any of them, are required or permitted to perform under the Condominium Documents.

## ARTICLE IX

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of not less than sixty six and two-thirds percent (66 2/3%) of the Co-owners and sixty six and two thirds percent (66 2/3%) of the Unit Mortgagess (allowing one (1) vote for each Mortgage held) except as hereinafter set forth:

A. No Unit dimensions and appurtenant Limited Common Elements may be modified without the consent of the Co-owner of such Unit, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, or any provisions relating to the ability or terms under which a Co-owner may rent a unit, be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

B. During the Sales period, and up to one (1) year thereafter, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Plans 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 By-Laws attached hereto as Exhibit A as do not materially affect any rights of any Co-owner or mortgages in the Project, including, but not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant Common Elements, amendments for the purpose of facilitating conventional

mortgage loan financing for existing or prospective Co-owners, and to enable the purchase of such Mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.

C. 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 Article V, Section 6(c) of the Condominium By-Laws and except as provided in Article VI, or Article VII hereof.

D. Article VI, Article VII, Article VIII, and this Article IX, shall not be amended nor shall the provisions thereof be modified by any other Amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project, or possibility of construction of Units on the land described in Article VI, or Article VII.

E. The Developer may, with the consent of a majority of the members of the Advisory Committee, amend this Master Deed and the Condominium By-Laws attached hereto, to extend the date of the First Annual Meeting of Members.

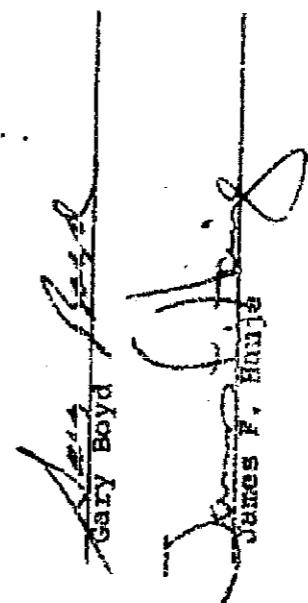
F. The Developer may, with the consent of a majority of the members of the Advisory Committee (or, subsequent to the transitional Control Date, the consent of a majority of the co-owner members), amend this Master Deed to extend the date of amending the Master Deed to allow for expansion or conversion of the Condominium Project as set forth in Article VI or Article VII hereof.

#### 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.

##### WITNESSES:

  
James F. Hunje

Trail Wind, Inc.

  
By: Paul D. Proffit  
Its: President

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STATE OF MICHIGAN  
COUNTY OF CLAIROEUR,

On this 17<sup>th</sup> day of February,  
1981, the foregoing Master Deed was acknowledged before me by  
Paul D. Proffitt, President, on behalf of Trail Winds, Inc.

*Ronald W. Hartley*  
Ronald W. Hartley, Notary Public  
Clarkston, County, Michigan  
My Commission Expires: 6/25/82

Drafted By and Return To:

James P. Babcock, Attorney at Law  
21610 Eleven Mile Road, Suite One  
St. Clair Shores, Michigan 48081  
(313) 445-1660

**EXHIBIT A**  
**CONDOMINIUM BY-LAWS**  
**TRAIL WINDS NORTH CONDOMINIUM**

**ARTICLE I****ASSOCIATION OF CO-OWNERS**

**Section 1.** Trail Winds North Condominium, A Residential Condominium Project Located in the City of Malled Lake, Oakland County, Michigan, shall be administered by an organization of Co-owners, which shall be a non-profit Corporation, hereinafter referred to as the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation, and administration of the Common Elements, property, easements, and affairs of the Condominium Project in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws, and any duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

**Section 2.** Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. Membership in the Association shall be limited to persons who own one (1) or more Units in the Condominium Project.
- (b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (c) Except as limited in these By-Laws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned when voting by number - and one (1) vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.
- (d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has

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presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 7 of this Article I. The vote of each co-owner may only be cast by the representative designated by such Co-owner in the notice required in sub-paragraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to vote for each Unit which it owns and with respect to which it is paying its share of monthly expenses as outlined in Article II, Section 8 hereof.

- (e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, Corporation, Partnership, Association, Trust, or other entity who is the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.
- (f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the By-Laws of the Association. Notice of time, place, and subject matter of all meetings as provided in the corporate By-Laws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.
- (g) The presence, in person or by proxy, of thirty-five percent (35%) in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at

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which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of quorum with respect to the question upon which the vote is cast.

- (b) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.
- (f) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

- (j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association By-Laws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least annually a financial statement, the contents of which shall be defined by the Association. The books of account shall be reviewed by an independent accountant annually. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any review and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any Amendments thereto, and all other Condominium Documents and shall permit all Co-owners, prospective purchasers, and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 4. The affairs of the Association shall be governed by a Board of Directors - all of whom shall serve without compensation and who must be members of the Association, except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the transitional control date. The number, term or office, manner of election, removal and replacement, meeting, quorum and voting requirements, and other duties or provisions of or relating to directors not inconsistent with the following, shall be provided by the Association By-Laws.

- (a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing general duties imposed by these By-Laws, or any further general duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association By-Laws, the Board of Directors shall be responsible specifically for the following:
  - (1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.
  - (2) Collecting assessments from the members of the Association and using the proceeds thereof for the purposes of the Association.
  - (3) Carrying insurance and collecting and allocating the proceeds thereof.
  - (4) Rebuilding improvements after casualty.
  - (5) Contracting for and employing persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium project.
  - (6) Acquiring, maintaining, improving, buying, operating, managing, selling, conveying, assigning, mortgaging, or leasing any real or personal property (including any unit in the condominium and easements, rights-of-way, and licensees) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any unit in the Condominium

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for use by a resident manager.

(7) Borrowing money and issuing evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and securing the same by mortgages, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty percent (60%) of all of the members of the Association in number and in value.

(8) Making rules and regulations in accordance with Article VI, Section 11 of these By-Laws.

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

(10) Making rules and regulations and/or entering into agreements with institutional lenders, the purposes of which are to obtain mortgage financing for Unit Co-owners which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.

(11) Enforcing the provisions of the Condominium Documents.

(b) The Board of Directors shall employ for the Association a management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a

management agent, or any other contract providing for services by the Developer, sponsor, or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

- (c) All of the actions (including, without limitation, the adoption of these By-Laws and any rules and regulations for the Corporation) of the First Board of Directors of the Association passed in its Articles of Incorporation or any successors thereto elected by the Developer before the Transitional Control Date shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 6. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty percent (60%) of all co-owners in number and in value.

Section 6. Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, any claim for reimbursement or indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining), approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all co-owners thereof.

Section 7. The First Annual Meeting of the Members shall be convened within one hundred and twenty (120) days of the date upon which the First Unit of the Condominium shall be sold to a nondeveloper co-owner. Thereafter meetings shall be held in accordance with the Association By-Laws or as may be required to comply with the Act.

## ARTICLE II

### ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements of the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project within the meaning of Section 54 (4) of the Act.

Section 3. Assessments shall be determined in accordance with the following provisions:

- (a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-owners should carefully analyze their condominium project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon

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adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors:

- (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium;
- (2) to provide replacements of existing Common Elements;
- (3) to provide additions to the Common Elements not exceeding One thousand and 00/100 Dollars (\$1,000.00) annually; or
- (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

- (b) special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to:
  - (1) assessments for capital improvements for additions of a cost exceeding One Thousand and 00/100 Dollars (\$1,000.00) per year;
  - (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof;
  - (3) assessments to purchase a Unit for use as a resident manager's Unit; or
  - (4) assessments for any other appropriate purpose not elsewhere herein described.
 Special assessments referred to in this sub-paragraph (b) (but not including those assessments referred to in sub-paragraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value and in number.

Section 4. All assessments levied against the Co-owner to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any right to the use of Limited Common Elements appertaining

to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owner in twelve (12) equal monthly installments, commencing with acceptance of a Deed to a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each Co-owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof.

**Section 5.** No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use of enjoyment of any or the common elements or by the abandonment of his unit.

**Section 6.** The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure or the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold, and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this section and that he voluntarily, intelligently, and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first-class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address or a written notice that one (1) or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notices shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth:

- (1) the affiant's capacity to make the Affidavit;
- (2) the statutory and other authority for the lien;
- (3) the account outstanding (exclusive of interest, costs, attorney fees, and future assessments);
- (4) the legal description of the subject units(s); and
- (5) the name(s) of the co-owner(s).

of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association ~~wants to~~ to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collection of unpaid assessments, including interest, costs, actual attorney fees, (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable, however, the Co-owner may not be liable for the total unpaid annual assessment if the Association can gain possession of the Unit and mitigate its damages. A Court of competent jurisdiction may also determine what is owed and such determination would supersede the liability for the total unpaid annual assessment. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner or its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any person claiming under him.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by Deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units (including the mortgaged Unit).

Section 8. In no event shall the Developer be responsible for payment of any monthly Association assessment for any Units owned by it, except those Units which are occupied at the time any such assessment may be due. The Developer shall pay a proportionate share of the Association's current maintenance expenses actually incurred, based upon the ratio of completed units owned by Developer at the time the expense is incurred, to the total number of completed units in the Condominium. Said proportionate share shall be due from Developer to the Association thirty (30) days subsequent to receipt of notice for payment of same. An "Occupied Unit" shall mean a Unit which is used as a residence. A "Completed

"Unit" shall mean a Unit with respect to which a Certificate of occupancy has been issued by the local public authority.

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. Any lien arising pursuant to the laws of the State of Michigan shall be subject to section 132 of the Act.

Section 11. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding account of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association, accompanied by a copy of the executed Purchase Agreement, pursuant to which the purchaser holds right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

#### ARTICLE III

##### ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents or any disputes, claims, or grievances arising among or between Co-owners, the Developer, or the Association, shall be subject to arbitration in accordance with the provisions of Section 144 of the Act.

#### ARTICLE IV

##### INSURANCE

Section 1. The Association shall carry fire, extended coverage, vandalism and malicious mischief, liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use, and maintenance of the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- (a) All such insurance shall be purchased by the Association for the benefit of the Association, Co-owners, and their mortgagees, as their interests may appear, and provision shall be made for

the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

- (b) All Common Elements of the Condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment, and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Building Department or such replacements thereto as are made by a Co-owner within his unit that exceed the cost of additional insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article IX hereof.
- (c) All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of

administration.

- (d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement, or reconstruction of the project unless all of the holders of first mortgages on units in the Project have given their prior written approval.

Section 2. Each Co-owner, by ownership of a unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire, extended coverage, vandalism and malicious mischief, liability insurance, and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit, and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance; collect and remit premiums therefor; collect proceeds and to distribute the same to the Association, Co-owners, and respective mortgagees as their interests may appear (subject always to the Condominium Documents); to execute releases of liability; to execute all documents; and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. This Power of Attorney shall not be affected by disability of the Co-owner.

#### ARTICLE V

##### RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium premises shall be partially, or completely destroyed, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

- (a) If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenable, unless it is determined by a vote of at least sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ) of all of the Co-owners in

the Condominium that the Condominium shall be terminated and sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ) of the holders of a first mortgage lien on any Units in the Condominium, allocating one vote for each mortgage held, have given their prior written approval of such termination.

- (b) If the Condominium is so damaged that no Unit is tenable, and if sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ) of the holders of a first mortgage lien on any Units in the Condominium, allocating one vote for each mortgage held, have given their prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated unless sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ) or more of the Co-owners in value and in number agree to reconstruction by vote in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the Plans and specifications and restore the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a unit or structure which is the responsibility of a co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each Co-owner shall be responsible for the reconstruction, and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures, range, refrigerator, washer, dryer, dishwasher, disposal, furnace, hot water heater, air conditioner, and plumbing fixtures, if any. In the event of damage to interior walls within a Co-owner's Unit or to pipes, wires, conduits, ducts, or other Common Elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each holder of a first mortgage lien on any of the affected units in the Condominium.

Section 5. The Association shall be responsible for

reconstruction, repair, and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair, or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners of the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

- (a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and any mortgagee thereof as their interests may appear. After acceptance of such award by the owner and any mortgages, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and any mortgagee, as their interests may appear.
- (b) If there is any taking of any portion of the Condominium other than any Unit the condemnation proceeds relative to such taking shall be paid to the co-owner and any mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners in number and in value shall determine whether to rebuild, repair, or replace the portion so taken or to take such other action as they deem appropriate.
- (c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the

percentages of value of the remaining Co-owners based upon the continuing value of the Condominium or one hundred percent (100%). Such Amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the Project.

(d) In the event any unit in the Condominium, or any portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a first mortgage lien on any of the units in the Condominium.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation, or others, hereinafter referred to as "FHLMC," then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand and 00/100 Dollars (\$10,000.00) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand and 00/100 Dollars (\$1,000.00).

Section 8. Nothing contained in the Condominium documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds for condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

#### ARTICLE VI

##### RESTRICTIONS

Section 1. No Unit in the Condominium shall be used for other than single-family residence purposes (except that persons not of the same immediate family residing together may occupy a unit with written consent of the Board of Directors, which consent shall not be unreasonably withheld), and the Common Elements shall be used only for purposes consistent with the use of single-family residences. A family shall mean one (1) person or a group of two (2) or more persons related by bonds of consanguinity, marriage, or legal adoption.

Section 2. A Co-owner may lease his unit for the same purposes set forth in section 1 of this Article VI provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified below. With the exception of a lender

in possession of a Unit following a default of a first mortgage, foreclosure, Deed, or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire unit in the Condominium. The terms of all leases, occupancy Agreements, and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of units in the Condominium in its discretion.

- (a) A co-owner, including the developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a Lease form to a potential lessee and shall supply the Association with a copy of the exact Lease form for its review for its compliance with the Condominium Documents. If developer desires to rent Condominium Units before the transitional control date, it shall notify either the Advisory Committee or each Co-owner in writing.
- (b) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all Leases and Rental Agreements shall so state.
- (c) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
  - (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.
  - (2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
  - (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf, or derivatively by the Co-owners on behalf of the Association, if it is under the control of the developer, an action for eviction and money damages against the tenant, Co-owner, or nonco-owner, or nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this section may be by summary

proceeding. The Association may hold the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit.

- (d) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner Condominium Unit under a Lease or Rental Agreement and the tenant, after receiving the notice, shall, until paid, deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the Rental Agreement or Lease by the tenant.

Section 3. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements - Limited or General, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, awnings, doors, shutters, or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to Common Element walls between Units which in any way impairs soundconditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility, or appearance of the Condominium.

Section 4. No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements - Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do, or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements, anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animals, except two (2) dogs or cats, none of which shall exceed twenty-five (25) pounds in weight, shall be maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and all shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements, and any animal shall at all times be attended by some responsible person while on the Common Elements - Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the Condominium premises shall indemnify and hold harmless the Association for any loss, damage, or liability which the

Association may sustain as the result of the presence of such animal on the Premises, whether or not the Association has given its permission thereto. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article XX of these By-Laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed, any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or the Rules and Regulations of the Association. The Association shall have the right to require that any pet be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

Section 6. The Common Elements - Limited or general, shall not be used for storage of supplies, materials, personal property, trash, or refuse of any kind, except as provided in the duly adopted Rules and Regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a co-owner either in this Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, patios, balconies, courtyards, and porches, if any, shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements.

Section 8. No trailers, house trailers, commercial vehicles, construction equipment, boat trailers, boats, camping vehicles, camping trailers, motor homes, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the Condominium Premises unless inside closed garages. Inoperable and/or unlicensed vehicles shall not be maintained on the Condominium Premises. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as herein provided) unless while making deliveries or pickups in the normal course of business. This shall not be meant to exclude vans and pickup trucks used as passenger vehicles. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

Section 9. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest, or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles, or devices anywhere on or about the Condominium

Premises.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or the Common Elements without the written permission of the Association, except for one (1) "For Sale" sign not to exceed six (6) square feet.

Section 11. Reasonable rules and regulations consistent with the Act, the Master Deed, and these By-Laws, concerning the use of the Common Elements may be made and amended from time to time by the Board of Directors of the Association. Copies of all such rules and regulations, and amendments thereto, shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in number and in value except that the Co-owners may not revoke any regulation or amendment prior to the Transitional Control Date.

Section 12. The Association, or its duly authorized agents, shall have access to each Unit and any Limited Common Elements appurtenant thereto, from time to time, during reasonable working hours and upon notice to the Co-owner thereof as may be necessary for the maintenance, repair, or replacement of any of the Common Elements there or accessible thereto. The Association, or its agents, shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association a means of access or his Unit and any Limited Common Elements appurtenant thereto during any period of absence. In the event of the failure of such co-owner to provide a means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any unnecessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. No Co-owner shall perform any landscaping, plant any trees, shrubs, flowers, or place any ornamental materials upon the Common Elements unless approved by the Association in writing. Certain areas in the condominium may be left, in the discretion of the Developer, in a natural state because of terrain characteristics and in order to enhance the natural beauty of the project. The Association, whether controlled by the Developer or at any time after the Developer relinquishes control thereof, shall not be required to landscape such areas nor to alter the natural characteristics thereof.

Section 14. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean, and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical, cable T.V., other utility conduits and systems, and any other elements in any unit which are appurtenant to or which may

effect any other unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents, or invitees unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 15. No unsightly condition shall be maintained upon any patio, porch, balcony, or courtyard and only furniture and equipment consistent with ordinary patio, porch, balcony, or courtyard use shall be permitted to remain there during seasons when patios, porches, balconies, or courtyards are reasonably in use and no furniture or equipment of any kind shall be stored on patios, porches, balconies, or courtyards during seasons when patios, porches, balconies, or courtyards are not reasonably in use.

Section 16. The Developer has entered into an agreement with an adjoining property owner to erect a best quality wormanized six foot screening fence with additional lattice top to run along the West property line of 1956 Pontiac Trail, and to connect to the existing spruce trees. The intent is to provide complete screening along the West property line of 1956 Pontiac Trail using existing spruce trees and fencing. Developer has also agreed to erect a six foot wormanized screening fence along the northerly property line adjoining 1909 Passen, and turn said fence North to the East corner along the existing spruce trees. Trail Winds North Condominium Association shall maintain these fences and spruce trees. In the event that any of the above-referenced spruce trees along the westerly property line of 1956 Pontiac trail, dies or loses its screening ability, the Association shall replace that tree or provide an appropriate screening fence, the type and quality of which shall be determined by that adjoining property owner.

Section 17. None of the restrictions contained in this Article VI shall apply to the commercial activities, signs, or billboards, if any, of the Developer during the Sales Period as defined hereinafter, or of the Association during the furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and By-Laws as the same may be amended from time to time. For the purposes of this Section, the Sales Period continues to develop or proposes to develop additional Units on the Project or on property adjoining the project. Until all Units in the entire Condominium Project (including the initial phase and any successive phases) are sold by Developer, Developer shall have the right to maintain a sales office, business office, construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from, and over the project as may be reasonable to enable development and sale of the entire project by Developer. Thereafter, Developer may continue to maintain a sales office and reasonable parking and access incident thereto for so long as Developer shall own or have

Contracted to purchase any real property in the area within two (2) miles of the Condominium premises. Developer shall forfece the areas so utilized to habitable status upon termination of use.

Section 17. Trail Winds North Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the co-owner and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such high standards, than the developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair, and/or replace any Common Elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the Sales Period by appropriate legal and equitable remedies.

#### ARTICLE VII

##### MORTGAGES

Section 1. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee or any such Unit, report any unpaid assessments due from the co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the project written notification of any default in the performance of the obligations of the co-owner of such Unit that is not cured within sixty (60) days.

Section 2. The Association shall, if requested to do so, notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount of such coverage.

Section 3. Upon written request submitted to the Association, any holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

#### ARTICLE VIII

##### AMENDMENTS

Section 1. Amendments to these By-Laws may be proposed by the Board of Directors or the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the members or by instrument in writing signed by them.

Section 2. Upon any such Amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association By-Laws.

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Section 3. Except as expressly limited in Section 5 of this Article IX, these By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty six and two-thirds percent (66 2/3%) in value of all Co-owners.

Section 4. Any Amendment to these By-Laws (but not the Association By-Laws) shall become effective upon recording of such Amendment in the office of the Register of Deeds in the County where the Condominium is located. Without the prior written approval of all holders of first mortgage liens on any Unit in the Condominium, no Amendment to these By-Laws shall become effective which involves any change, direct or indirect, in Article I, Sections 3 and 4(b); Article II, Sections 3(a), 4, and 7; Article IV, Section 1(d); Article V, Sections 1, 4, 6, 7, and 8; Article VII, Section 1; Article VIII, Section 3, and 4; or Article XI, Section 1, or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.

Section 5. A copy of each Amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any Amendment to these By-Laws that is adopted in accordance with this Article Shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the Amendment.

#### ARTICLE X

##### COMPLIANCE

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

#### ARTICLE XI

##### DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these By-Laws are attached as an Exhibit or as set forth in the Act.

#### ARTICLE XII

##### REMEDIES FOR DEFAULT

Section 1. Any default by a Co-owner shall entitle

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the Association or another Co-owner or Co-owner to the following relief:

- (a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment or assessment) or any combination thereof, and such relief as may be sought by the Association, or if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees.
- (c) The violation of any of the provisions of the Condominium Documents shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements - Limited or General, or into any Unit where reasonably necessary and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing, or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the removal and abatement.
- (d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article II, section 4 of the Association By-Laws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article II, Section 4, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date

of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed Twenty Five and 00/100 Dollars (\$25.00) for the second violation, Fifty and 00/100 Dollars (\$50.00) for the third violation, or One Hundred and 00/100 Dollars (\$100.00) for any subsequent violation.

Section 2. The failure of the Association or of any Co-owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant, or condition in the future.

Section 3. All rights, remedies, and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

#### ARTICLE XIII

##### SEVERABILITY

In the event that any of the terms, provisions, or covenants of these By-Laws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions, or covenants, of such documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

LUR 10824N684

OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 599  
EXHIBIT 'B' TO THE MASTER DEED OF  
**TRAIL WINDS NORTH CONDOMINIUM**  
CITY OF WALLED LAKE  
OAKLAND COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTRAR OF DEEDS  
THE CONDOMINIUM SUBDIVISION PLAN  
NUMBER MUST BE ASSIGNED IN  
CONSECUTIVE SEQUENCE WHEN A NUMBER  
HAS BEEN ASSIGNED TO THIS PROJECT. IT  
MUST BE PROPERLY SHOWN IN THE TITLE  
SHEET 1, AND THE SURVEYOR'S  
CERTIFICATE SHEET 2.

DEVELOPER

TRAIL WINDS INC.  
P.O. BOX 565  
WALLED LAKE, MICHIGAN  
48088  
PHONE (313) 624-3616

LEGAL DESCRIPTION

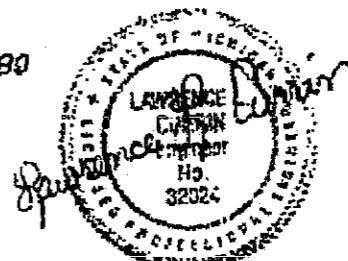
PART OF THE NE 1/4 OF SECTION 26, TOWNSHIP, CITY OF WALLED LAKE,  
OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT LOCATED S38°07'42"W 868.37 FEET ALONG THE  
EAST-WEST 1/4 LINE OF SECTION 26 FROM THE SOUTHEAST CORNER OF THE  
SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26; THENCE CONTINUING  
ALONG SAID EAST-WEST 1/4 LINE S38°07'42"W 133.00 FEET; THENCE  
N08°35'30"E 83.00 FEET; THENCE S38°07'42"N 210.00 FEET; THENCE  
S08°35'30"E 83.00 FEET; THENCE S38°07'42"N 181.18 FEET; THENCE  
N08°35'30"E 14.00 FEET TO A POINT OF CURVE; SAID POINT BEING ON THE  
CENTERLINE OF PONTIAC TRAIL; THENCE ALONG SAID CENTERLINE ON A CURVE TO  
THE RIGHT 205.28 FEET, CENTRAL ANGLE OF 15°34'00" AND A CHORD BEARING AND  
DISTANCE OF N63°02'09"E 336.49 FEET; THENCE N63°49'09"E  
242.39 FEET; THENCE S32°39'39"E 34.00 FEET TO THE POINT OF BEGINNING  
CONTAINING 2.531 ACRES AND BEING SUBJECT TO THE  
RIGHTS OF THE PUBLIC IN EXISTING PONTIAC TRAIL.

ENGINEERS

J.C.K. & ASSOCIATES, INC.  
25850 NOVI RD. BOX 539  
NOVI, MICHIGAN  
48050  
PHONE (313) 348-2680

SHEET INDEX

1. TITLE DESCRIPTION
2. SURVEY PLAN
3. SITE PLAN
4. UTILITY PLAN
5. BASEMENT PLAN & SECTION
6. UNIT "A" FLOOR PLANS
7. UNIT "B" FLOOR PLANS
8. PERIMETER PLAN

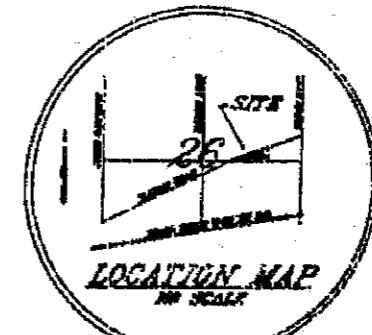
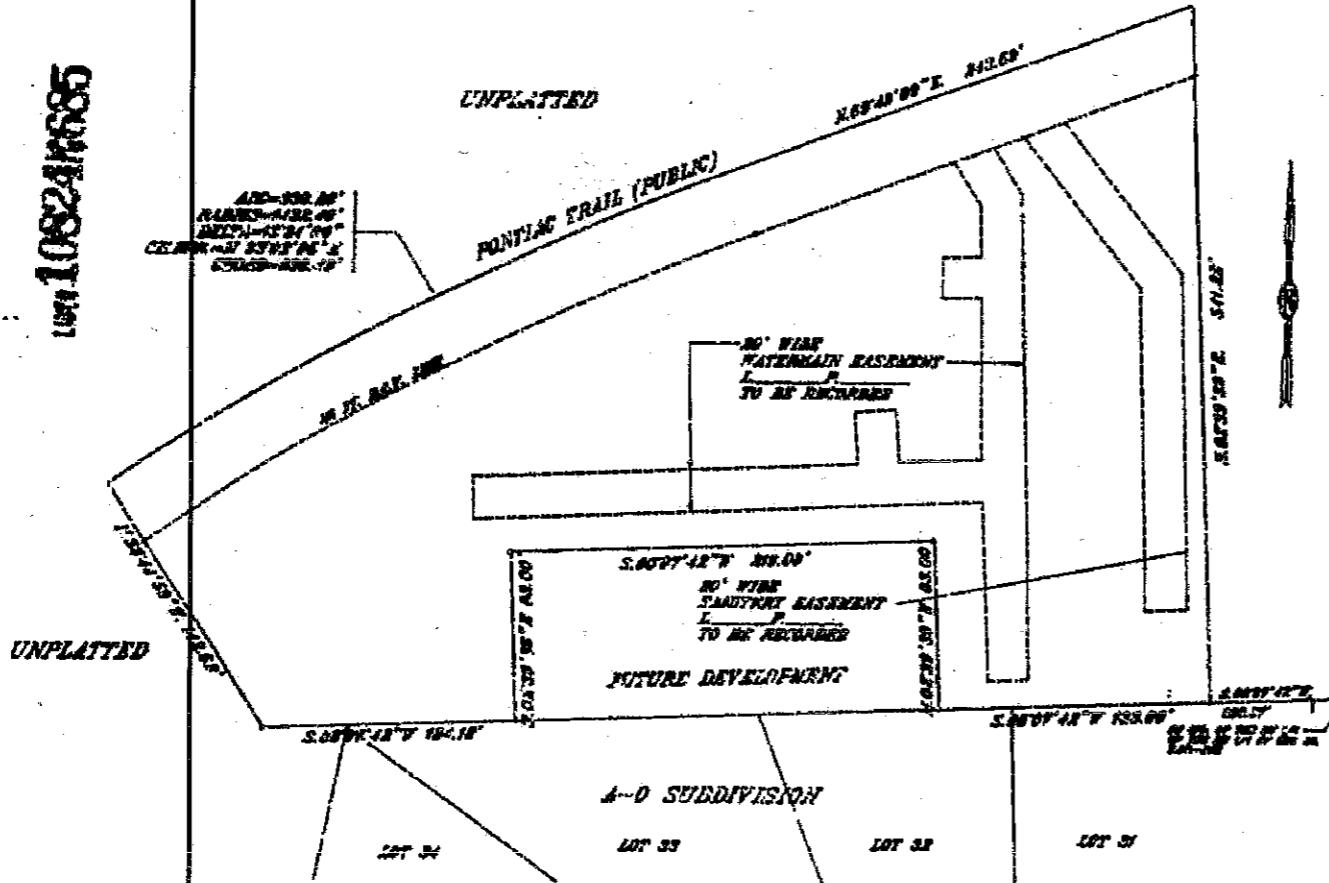


PROPOSED, DATED OCT. 6, 1988  
AREA CONTAINING UNITS 1-8  
MUST BE BUILT

MAR 16 1989

PSJ

Lot 1082410085



OWNER'S CERTIFICATE

I, LAWRENCE L. CURRAN, ENGINEER PROFESSIONAL PRACTICER  
IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN HEREIN IS PLACED ON PUBLIC RECORD  
CHAMBERSON, SUBDIVISION NO. 1, AND  
SHOWN ON THE SUBDIVISION PLATBOOK, PRACTICER A  
SUBDIVISION, AND THAT THERE ARE NO RESTRICTIVE ENCUMBRANCES UPON THE  
LAND AND PROPERTY BEING PLACED.

THAT THE BOUNDARY MARKINGS AND LINE MARKERS HAVE  
BEEN LOCATED IN THE GROUND AS REQUIRED BY THE  
PROVINCIAL LAND SURVEY ACT OF ACT NUMBER 40 OF  
THE PUBLIC ACTS OF 1976, AS AMENDED.

THAT THIS ACCURACY OF THIS SUBDIVISION IS WITHIN LIMITS  
PERMITTED BY THE ACTS PROVINCIAL LAND SURVEY ACT  
OF ACT NUMBER 40 OF THE PUBLIC ACTS OF 1976, AS  
AMENDED.

THAT THE MARKINGS AS SHOWN ARE BASED ON THE  
NORTH LINE OF "A-D SUBDIVISION" AS PLACED IN LINES  
15 OF PLATE PAGE 4, CALIBRUM COUNTY SURVEY.

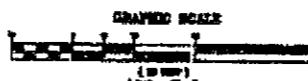
DATE: 10/6/88 *Lawrence L. Curran*  
LAWRENCE L. CURRAN, P.C.  
P.O. BOX 3000

PROPOSED, DATED OCT. 6, 1988  
AREA CONTAINING UNITS 1-6  
MUST BE BUILT

TRAIL RINGS ADDED	STORY PLAN	LOT	SUBDIVISION
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
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36	36	36	36

BENCHMARK

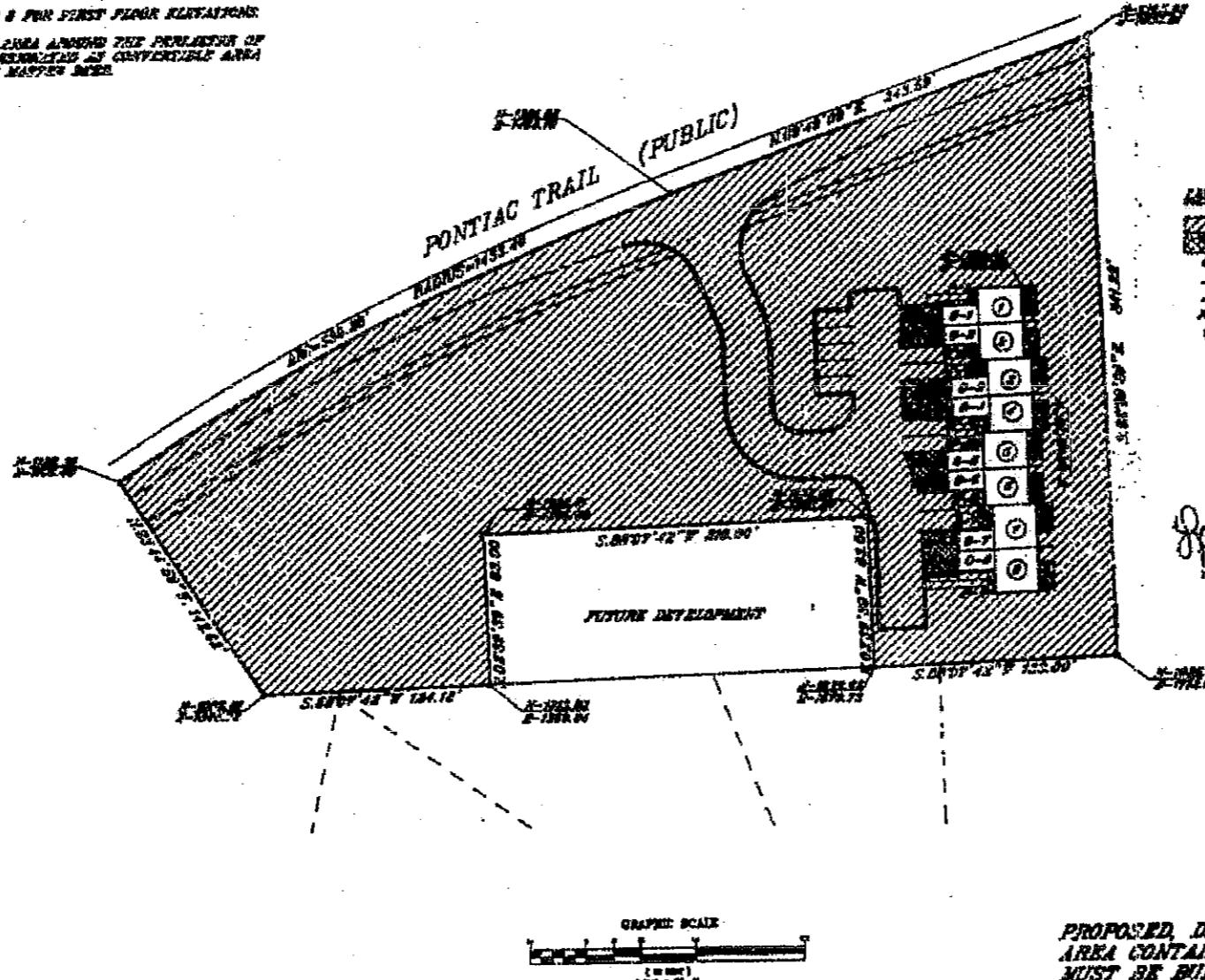
ONE OF SANITARY MANIFOLD IS LOCATED ON THE  
WEST OF THE PROPERTY BOUNDARY  
ELEVATION-44.00 (1983)



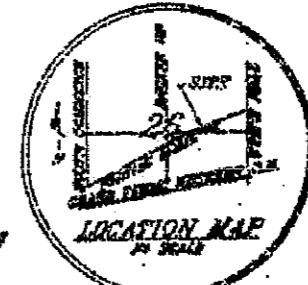
**NOTES:**

1. PARKING AND GARAGE LOCATIONS AND SPACES ARE SHOWN ON THE FIRST FLOOR PLANS. SPACES 6 AND 7 UNIT ASSIGNMENTS ARE SHOWN ON THIS SHEET.
2. ALL GENERAL CARRIAGE ELEMENT PARKING SPACES ARE APPROXIMATELY 10' X 20' IN SIZE.
3. SUBDIVISIONS 3-5 AND ALL UTILITIES NEEDED TO SUPPORT THOSE 3-5 MUST BE BUILT.
4. REFER TO SHEET 8 FOR FIRST FLOOR ELEVATIONS.
5. A 10' X 10' STEP AREA ALONG THE PERIMETER OF THE SITE IS DESIGNATED AS CONVENTIONAL AREA AS PROVIDED IN MASTER SHEET.

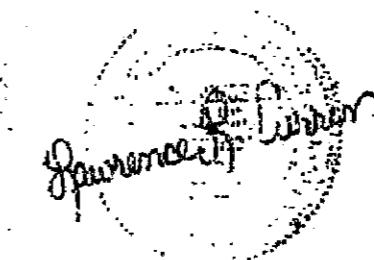
108241506



PROPOSED, DATED OCT. 6, 1938  
AREA CONTAINING UNITS 1-8  
MUST BE BUILT



MAP NO. 2  
1-1  
2-1  
3-1  
4-1  
5-1  
6-1  
7-1  
8-1

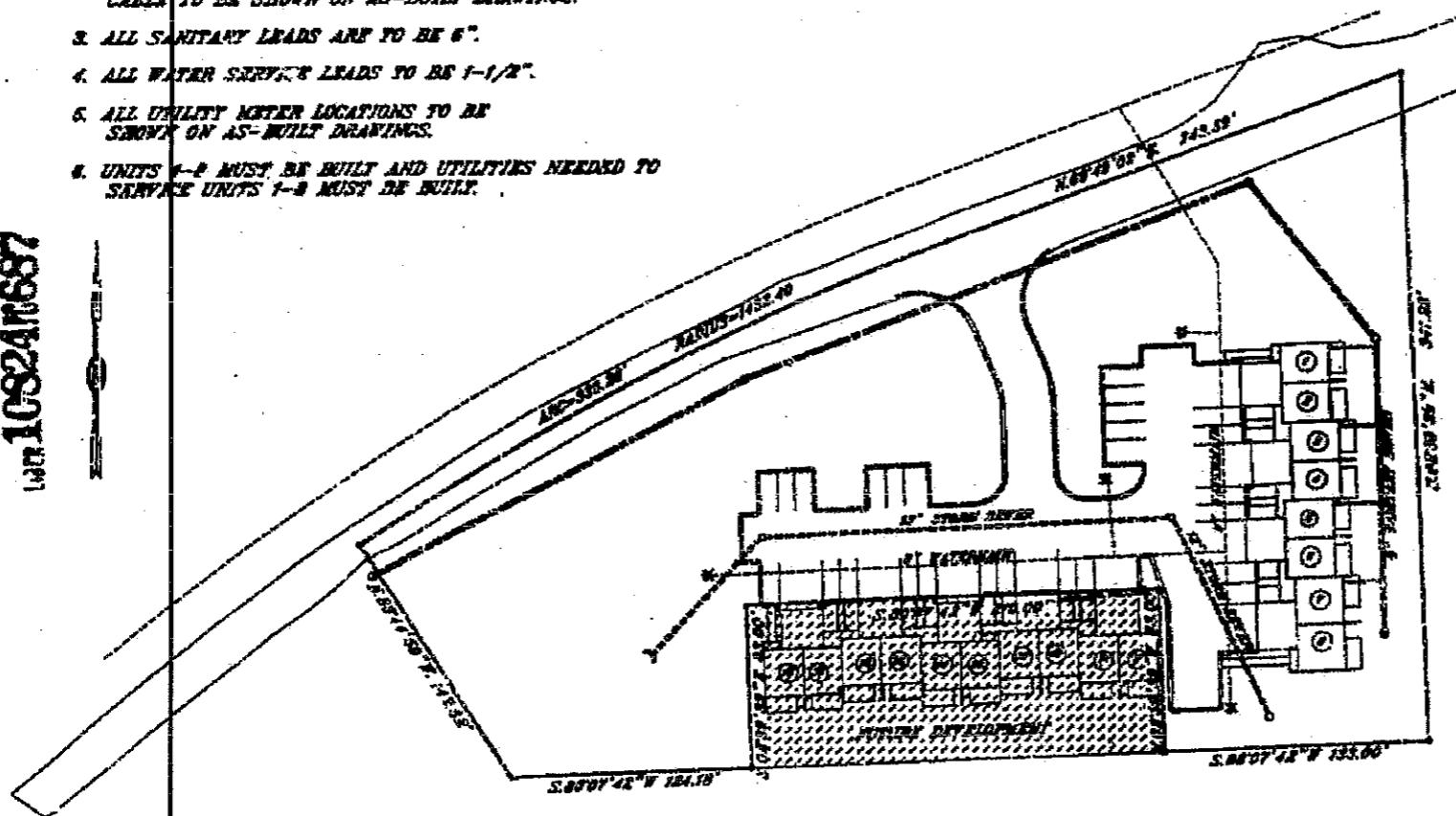


PHASE NUMBER	NOTES	SITE PLAN
1		
2		
3		
4		
5		
6		
7		
8		

**NOTES:**

1. UTILITIES AS SHOWN ARE THEIR APPROXIMATE LOCATIONS PER UTILITY SOURCE.
2. ON SITE GAS, ELECTRIC, TELEPHONE AND CABLE TO BE SHOWN ON AS-BUILT DRAWINGS.
3. ALL SANITARY LEADS ARE TO BE 6".
4. ALL WATER SERVICE LEADS TO BE 1-1/2".
5. ALL UTILITY METER LOCATIONS TO BE SHOWN ON AS-BUILT DRAWINGS.
6. UNITS 4-8 MUST BE BUILT AND UTILITIES NEEDED TO SERVICE UNITS 1-3 MUST BE BUILT.

106924M887



UTILITY	SOURCE
SANITARY SEWER	AS-BUILT CONSTRUCTION DRAWINGS
WATERMAIN	AS-BUILT CONSTRUCTION DRAWINGS
STORM SEWER	AS-BUILT CONSTRUCTION DRAWINGS
GAS	SHOWN ON AS-BUILT DRAWINGS
TELEPHONE	SHOWN ON AS-BUILT DRAWINGS
ELECTRIC	SHOWN ON AS-BUILT DRAWINGS
CABLE	SHOWN ON AS-BUILT DRAWINGS



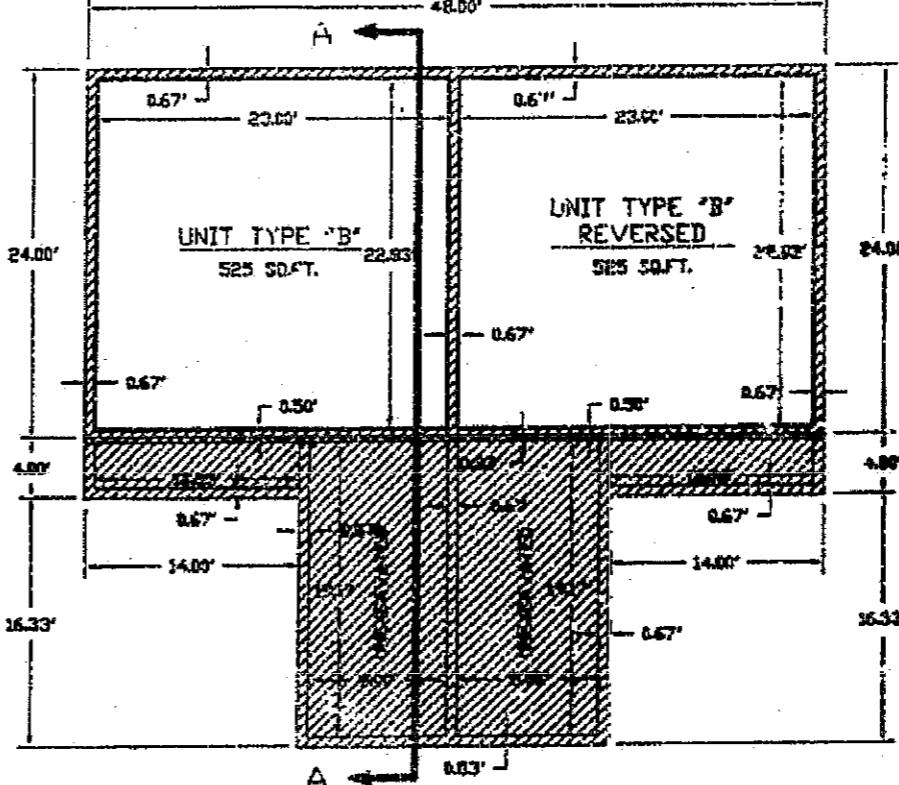
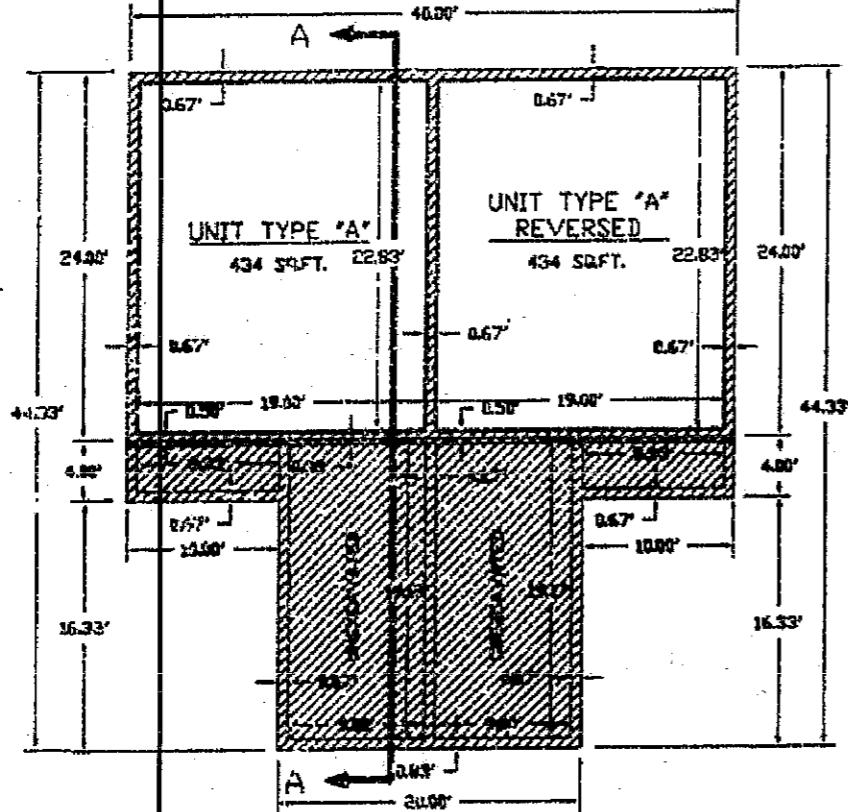
LEGEND  
— WATERSIDE  
— SANITARY SEWER  
— STORM SEWER  
— HYDRANT  
○ UTILITY INFORMATION



PROPOSAL DATED OCT. 6, 1908  
AREA CONTAINING UNITS 4-8  
MUST BE BUILT. UNITS 1-3  
NEED NOT BE BUILT.

TRAIL FINES NORTH	OFFICE OF THE STATE LAND
RECEIVED	RECEIVED
106924M887	

1002411388



BASEMENT & FOUNDATION PLAN

UNIT TYPE "A"

SCALE 1"=4'

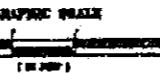
BASEMENT & FOUNDATION PLAN

UNIT TYPE "B"

SCALE 1"=4'

LEGEND

- [Hatched] GENERAL COMMON ELEMENT
- [Cross-hatched] LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



PROPOSED, DATED OCT. 6, 1988  
AREA CONTAINING UNITS 3-4  
MUST BE BUILT

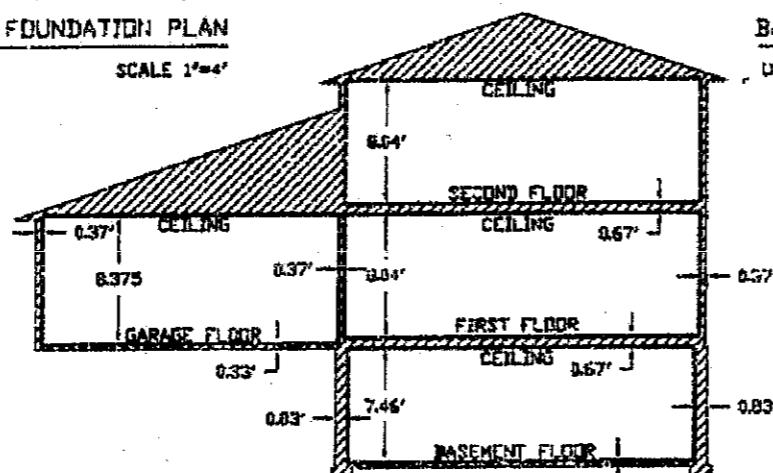
TRAIL WINDS NORTH

BASEMENT PLANS

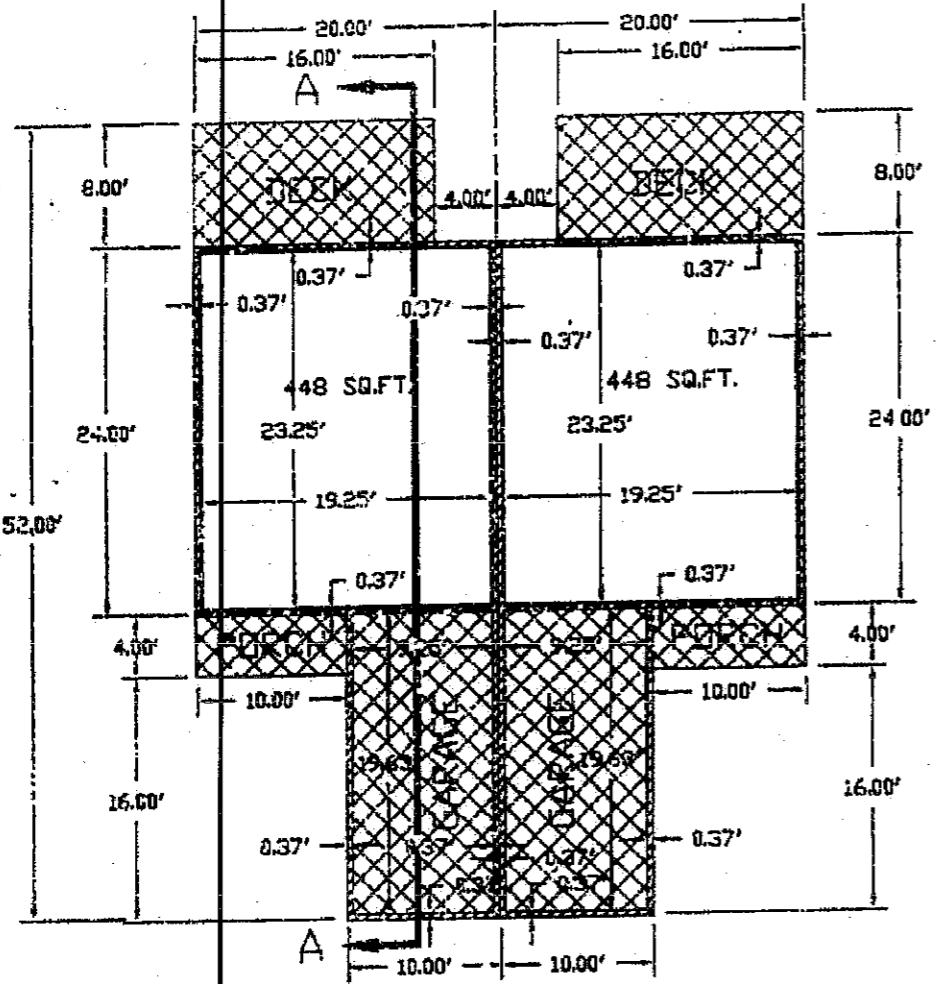
5

NOTES

1. ALL DIMENSION LINES ARE AT 90° TO EACH OTHER.
2. REFER TO PERSPECTIVE PLAN FOR OVERALL BUILDING ORIENTATION AND FLOOR ELEVATIONS.
3. TYPICAL ROOF RISE & GABLE SLOPES ARE SHOWN IN THE PERSPECTIVE AND APPROPRIATE ARE SHOWN ON THIS DRAW SHEET.
4. ALL DIMENSIONS SHOWN ARE IN DECIMALS OF FEET.
5. REFER TO SHEET 3 FOR TYPICAL SECTION SECTION.



10624N633

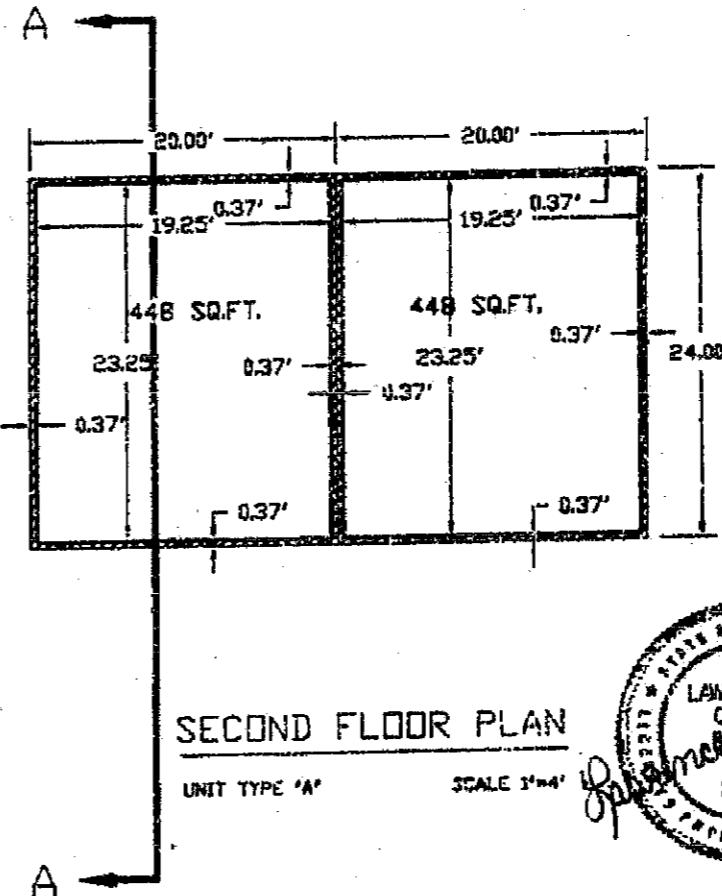


FIRST FLOOR PLAN

UNIT TYPE 'A'      SCALE 1"=4'

NOTES

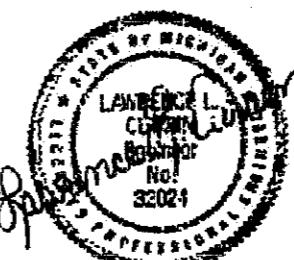
1. ALL DIMENSIONED LINES ARE AT 1/4" IN EACH OTHER.
2. REFER TO PERIMETER PLAN FOR CORNER AND FOR OVERALL BUILDING CONSIDERATIONS, UNIT OFFSETS AND FIRST FLOOR ELEVATIONS.
3. TYPICAL PORCH, BULK & COMMON SIZES ARE SHOWN ON THIS SHEET. UNIT ACCOMMODATIONS ARE DRAWN ON SITE PLAN SHEET #2A
4. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES.
5. REFER TO SHEET #2 FOR TYPICAL BUILDING SECTION.



SECOND FLOOR PLAN

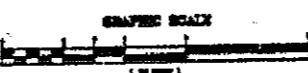
UNIT TYPE 'A'

SCALE 1"=4'



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

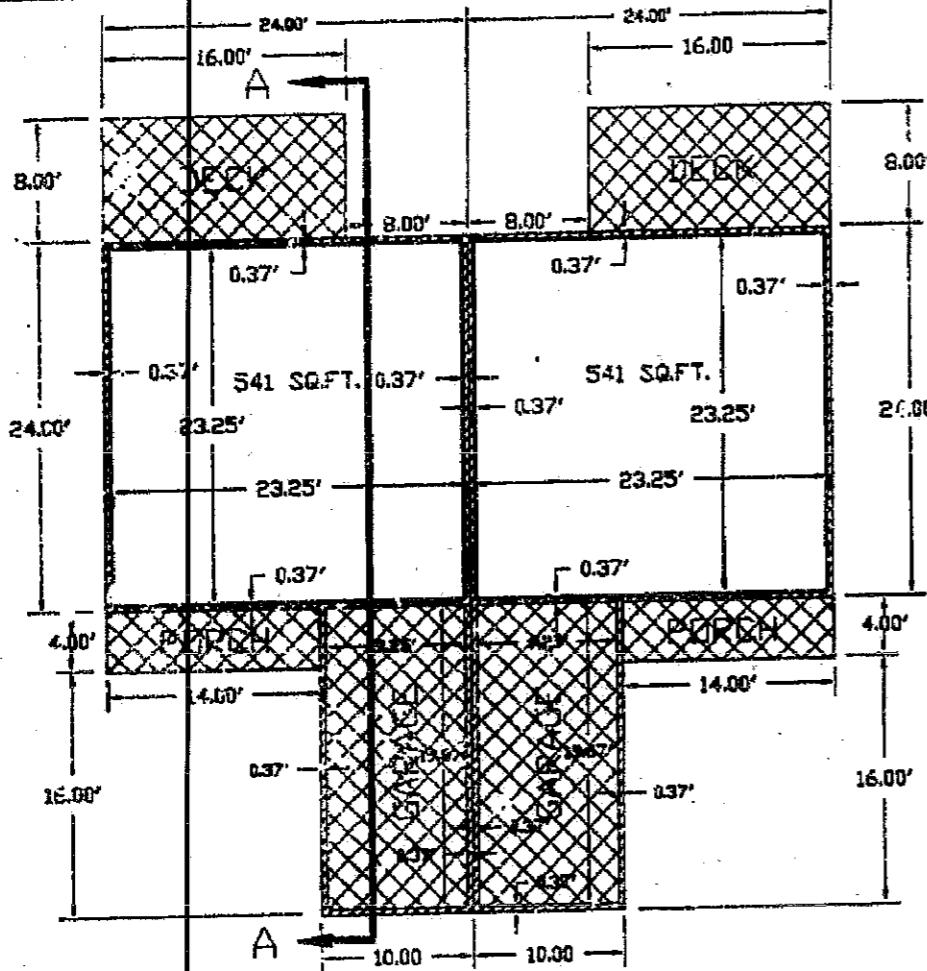


PROPOSED DATES OCT. 6, 1988  
AREA CONCERNING UNITS 1-6  
MAY BE BUILT

TRAIL WINDS NORTH	UNIT 'A' FLOOR PLANS	DECK	STAIRS	ROOF
1	2	3	4	5

6

100-10824-690



FIRST FLOOR PLAN

UNIT TYPE "B"      SCALE 1"-4'

NOTES

1. ALL OWNERSHIP LINES ARE AT 4'-0" TO EACH OTHER
2. NEVER TO PERIMETER PLAN CREDIT AND FOR INTERNAL BUILDING CONSTRUCTIONS, UNIT OFFSETS AND FIRST FLOOR ELEVATIONS.
3. TYPICAL PITCH, DECK & CHIMNEY SIZES ARE SHOWN ON THIS SHEET. UNIT ASSESSMENTS ARE SHOWN ON SITE PLAN SHEET #2.
4. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES.
5. REFER TO SHEET #6 FOR TYPICAL SECTION SECTION.



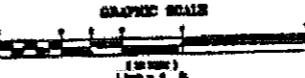
SECOND FLOOR PLAN

UNIT TYPE "B"

SCALE 1"-4"

LEGEND

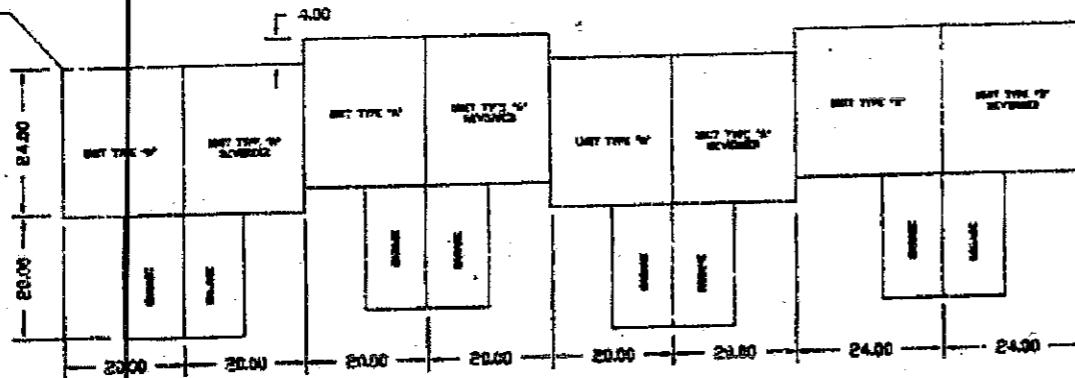
- [Hatched square] GENERAL COMMON ELEMENT
- [Cross-hatched square] LIMITED COMMON ELEMENT
- [Solid line] LIMITS OF OWNERSHIP



PLATTED, DATED OCT. 6, 1968  
AREA CONTAINING UNITS 1-8  
MUST BE BUILT

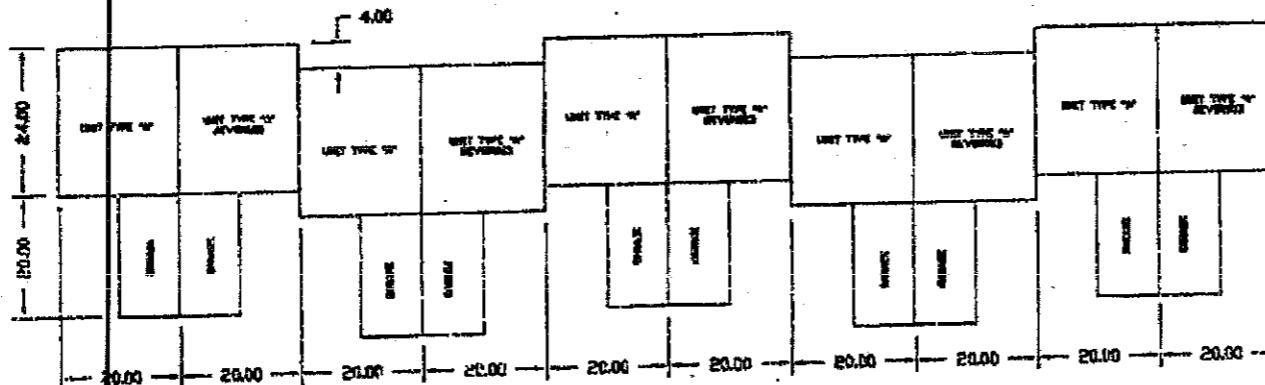
TRAIL WINDS NORTH	UNIT "B" FLOOR PLANS	UNIT "A" FLOOR PLANS

10824W691



PERIMETER PLAN: UNITS 1-8

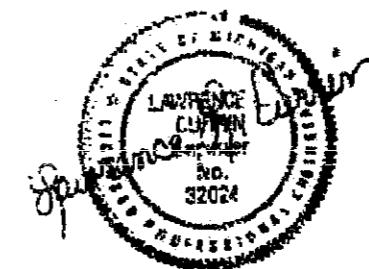
UNIT NO.	UNIT TYPE	F.F. ELEV.
1	W	442.00
2	W	442.00
3	W	442.00
4	W	442.00
5	W	442.00
6	W	442.00
7	W	442.00
8	W	442.00



PERIMETER PLAN: UNITS 9-18

NOTES

1. THIS DRAWING IS TO BE USED SOLELY FOR DETERMINING UNIT OFFSETS REFER TO FLUSH PLATE CONSETS & P-72 FOR DETAILS AND DIMENSIONS.
2. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES.



PROPOSED RATED OCT. 6, 1988  
AREA CONTAINING UNITS 1-8  
MUST BE BUILT

TRAIL	WINDS NORTH	PERIMETER PLAN	SECTION PLAN
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18