1. OPEN MEETING
2. ROLL CALL
3. MINUTES
   A. 8-23-2021 Regular ZBA Meeting Minutes
4. AGENDA REVIEW AND APPROVAL
5. ZBA BUSINESS
   **Please see the attached memos before proceeding**
   A. AB-2021-15, MacLeish Building Inc., Vacant Property North of unit 32 Burniah Ln.,
      sidwell numbers 09-04-402-033 & 034
      The petitioner is seeking 3 variances from Zoning Ordinance #78
      1. A 7.08-ft. side yard setback variance from the required 20-ft. to construct a 2-unit
         condominium 12.92-ft from the adjacent condominium unit (south, between units
         32 & 33 - from existing covered porch to proposed building).
      2. A 1-ft. rear yard setback variance from the required 30-ft. to construct unit 33, 29-ft from
         the rear property line.
      3. A 1.5-ft. rear yard setback variance from the required 30-ft. to construct unit 34, 28.5-ft. from
         the rear property line.
   B. AB-2021-16, MacLeish Building Inc., Vacant Property 2 Parcels North of unit 32 Burniah
      Ln., sidwell numbers 09-04-402-035 & 036
      The petitioner is seeking 2 variances from Zoning Ordinance #78
      1. A 10.26-ft. side yard setback variance from the required 30-ft. to construct a 2-unit
         condominium 19.74-ft from an adjacent condominium unit (north, between proposed units 36 &
         37).
      2. A .5-ft. rear yard setback variance from the required 30-ft. to construct unit 36, 29.5-ft from the
         rear property line.
   C. AB-2021-17, MacLeish Building Inc., Vacant Property South of unit 39 Burniah Ln.,
      sidwell numbers 09-04-402-037 & 038
      The petitioner is seeking 4 variances from Zoning Ordinance #78
      1. A 10.26-ft. side yard setback variance from the required 30-ft. to construct a 2-unit
         condominium 19.74-ft from the adjacent condominium unit (south, between proposed units 36 &
         37).
      2. A 10.26-ft. side yard setback variance from the required 25-ft. to construct a 2-unit
         condominium 14.74-ft from an adjacent condominium unit (north, between units 38 & 39 – from
         the existing covered porch to proposed building).
      3. An .5-ft. rear yard setback variance from the required 30-ft. to construct unit 37, 29.5-ft from
         the rear property line.
      4. An 8.5-ft. rear yard setback variance from the required 30-ft. to construct unit 38, 21.5-ft from
         the rear property line.
   D. AB-2021-18, MacLeish Building Inc., Vacant Property North of unit 40 Burniah Ln.,
      sidwell numbers 09-04-402-041 & 042
      The petitioner is seeking 3 variances from Zoning Ordinance #78
      1. A 9.5-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium
         20.5-ft from the adjacent condominium unit (south, between units 40 & 41 – from existing covered
         porch to proposed building).
      2. A 10-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium
         20-ft from an adjacent condominium unit (north, between units 42 & 43 – from existing covered
         porch to proposed building).
3. An 8-ft. rear yard setback variance from the required 30-ft. to construct unit 41, 22-ft from the rear property line.

E. AB-2021-19, MacLeish Building Inc., Vacant Property North of unit 46 Burniah Ln., sidwell numbers 09-04-402-047 & 048
The petitioner is seeking 4 variances from Zoning Ordinance #78
1. A 16.17-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 13.83-ft from the adjacent condominium unit (south, between units 46 & 47 – from existing covered porch to proposed building).
2. A 14.83-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 15.17-ft from an adjacent condominium unit (north, between units 48 & 49 – from existing covered porch to proposed building).
3. A 17.5-ft. rear yard setback variance from the required 30-ft. to construct unit 47, 12.5-ft from the rear property line.
4. A 10-ft. rear yard setback variance from the required 30-ft. to construct unit 48, 20-ft from the rear property line.

F. AB-2021-45, MacLeish Building Inc., Vacant Property between 116 Sandhills Ln. & 134 Sandhills Ln, sidwell numbers 09-04-402-067 & 068
The petitioner is seeking 2 variances from Zoning Ordinance #78
1. A 6.58-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 23.42-ft from the adjacent condominium unit (south, between units 68 & 69 – from existing covered porch to proposed building).
2. A 6.75-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 23.25-ft from an adjacent condominium unit (north, between units 66 & 67 – from existing covered porch to proposed building).

G. AB-2021-52, Daryl & Amy Mulonas, 732 Lawson, 09-09-276-023
The petitioners are seeking 2 variances from Zoning Ordinance #78 – Zoned R-3 Article XXVII, Section 27.02(A)(4) & Article XXVII, Section 27.05(H)(2)
1. A 20-ft. front yard variance from the required 30-ft. for a 6-ft. privacy fence to be 10-ft, from the front property line.
2. A 10-ft. side yard setback variance from the required 10-ft. for a 6-ft. privacy fence to be 0-ft. from the side property line (north).

6. PUBLIC COMMENTS
7. COMMUNICATIONS
8. COMMITTEE REPORTS
9. MEMBER COMMENTS
10. ADJOURNMENT

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact Penny S. Shults, Clerk, at (248) 391-0304, ext. 4001, at least seventy-two hours in advance of the meeting to request accommodations.
The Charter Township of Orion Zoning Board of Appeals held a regular meeting on Monday, August 23, 2021, at 7:00 pm at the Orion Township Community Center, 1335 Joslyn Road, Lake Orion, Michigan 48360.

**ZBA MEMBERS PRESENT (Board Member Location):**
Dan Durham, Chairman
Don Walker, PC Rep to ZBA
Mike Flood, BOT Rep to ZBA
Tony Cook, Vice-Chairman
Tony Kerby, Alternate

**ZBA MEMBERS ABSENT:**
Diane Dunaskiss, Board member

**CONSULTANT PRESENT:**
David Goodloe, Building Official

**OTHERS PRESENT:**
Gail Sherman     Mia Asta     Matt & Diane Dunaskiss
Robert Melichar  Jim Weiss    Todd Hamula
David Plautz    Michael Stroli Gloria and Janne Sosa

1. **OPEN MEETING**
Chairman Durham called the meeting to order at 7:00 pm.

2. **ROLL CALL**
As noted

3. **MINUTES**
A. 8-9-2021, ZBA Regular Meeting Amended Minutes

Moved by Trustee Flood, seconded by Board member Walker, to approve the minutes with the following amendments: page 1, Agenda Review and Approval, replace “Chairman Walker” with “Board member Walker”; page 9, under Roll Call vote, replace “Brackon” with “Dunaskiss”; page 11, under Roll Call vote, replace “Brackon” with “Dunaskiss”.

Motion carried.

B. 7-29-2021, Joint Meeting Minutes

Moved by Trustee Flood, seconded by Board member Walker, to approve the minutes as presented.
Motion carried.

4. **AGENDA REVIEW AND APPROVAL**

Moved by Trustee Flood, seconded by Chairman Durham to approve the agenda as presented.
Motion carried.
5. ZBA BUSINESS

A. AB-2021-47, Allied Signs/Firestone, 25 Indianwood, 09-02-177-020

Chairman Durham read the petitioner’s request as follows:

The petitioner is seeking 2 variances from Sign Ordinance #153, Section 7 Non-Residential Zoned Areas
Wall Signs – Zoned GB

1. A variance to allow 1 additional wall sign to install a total of 2 wall signs totaling 145.66-sq. ft.
   Section 7 – Ground Signs in Non-Residential- Zoned GB
2. A 23-ft. road right-of-way setback variance from the required 30-ft. for a ground sign to be
   7-ft. from the road right-of-way (Axford Road).

The petitioner is seeking 1 variance from Zoning Ordinance #78 – Zoned GB, Article 14, Section 14.04
1. A 23-ft. front yard setback variance from the required 30-ft. for a ground sign to be 7-ft. from the
   front property line (Axford Road).

Mr. Jim Fields, Allied Signs, introduced himself to the Board and explained the variance request. He
commented that the property is in an area where several roads come together and the building is set 30
feet back from Axford Road. He explained the issues with locating the monument sign in a location allowed
by the ordinance, it would be in the parking lot and it would not be visible. The amount of square footage
conforms to the ordinance but it is the number of signs that is in violation.

Chairman Durham stated that this a big building on a small site and asked if people need the sign to tell
what the building is.

Mr. Fields replied with the speed and the traffic on M-24, you will see the building sign before you see the
monument sign. The monument sign is more for directional during egress; it will direct them into the parking
lot. When you come down Indianwood, it is the same thing. You would see the building sign first and then
the monument sign as you come into the intersection.

Chairman Durham stated that the same cars come up and down this road every day. They will see where
the building is and will remember its location. He asked if they had done any traffic studies.

Mr. Fields replied no. He stated that with Firestone, they have their own national studies on roads and
signage. He indicated that he does a lot of driving with his family and if he needs an oil change, he will look
for a national brand like Firestone. He stated that 70% would be local traffic and another 30% would be
people who are not familiar with the area.

Board member Walker asked Mr. Fields if he filled out the application for this request.

Mr. Fields replied yes.

Board member Walker stated that in the application it indicates that it is not self-created. He asked for an
explanation.

Mr. Fields stated that to meet the setbacks, the building is set off of Axford at 30 feet and the parking lot is
on the outside, to meet the 30 foot setback for the sign it puts it at the front of the building and would not
be easily visible. The lot is a trapezoid and there are three roads there.

Board member Walker asked if the roads were there before the building was built.
Mr. Fields replied yes, but how would you know before the parking lots were placed. He added that clearly Firestone was not intended at this location when they parceled out the lot. He stated that Firestone is trying to apply their standard branding package to this location. Frequently, it is a square footage variance that they are asking for but this is not in this case. They are asking for the setback variance and the variance to allow two wall signs instead of just one.

Trustee Flood stated that in Ms. Harrison’s review letter, it is shown that they do meet the setback on Indianwood Road. They have three roads that they are dealing with.

Chairman Durham asked if there was public comment.

Mr. Michael Strohl introduced himself to the Board. He feels this is a self-created hardship based on the shape of the building. He is most concerned about the request for the additional sign. If the building was designed and built in a different manner, they would not need two signs. The roads were there prior to this developer being rejected for rezoning request. The two wall signs are in addition to one monument sign and they will have adequate visibility. When this developer made this plea, they indicated that most of their business is scheduled service. Additional signage is detrimental to the overall appearance of this commercial area and the nearby residential properties.

Mr. Todd Hamula, property owner representative, introduced himself to the Board. The wall signs are most critical and will be most seen. The hardship that exists for the monument sign is the right of way. The right of way that exists there is huge and is a giant tree lawn. The practical difficulty is that the lot is very unique and has a large depth of right of way. It is a unique lot. The ideal spot would be to put it in the right of way. The two wall signs on the corner of the building are most critical. The ground sign gets you into the site.

No further public comment was heard.

Chairman Durham asked if this was a corporate sign set up.

Mr. Fields replied that this is their standard for a corner lot. The monument sign is downgraded about 40% due to its location because they know that the two wall signs are the main points.

Chairman Durham commented that where the building is and with the number of cars going by it, this is the last place that you need motorist confusion.

Trustee Flood stated that one wall sign is going to be on the north side of the building where the bays are. The additional wall sign is on the east side of the building facing Lapeer Road and Axford.

Mr. Fields agreed.

Trustee Flood stated that the additional sign will not be facing the resident who spoke on Channel Street. The ground sign is at the corner which is on the northeast and will not affect the residents on the south side.

Mr. Fields stated that the sign meets the requirements of the ordinance regarding size.

Vice-chairman Cook asked which road the sign would face.

Mr. Fields replied that the monument sign is perpendicular to Indianwood at the point of egress.

Vice-chairman Cook commented that the sign is facing north. If there is already signage on the building and the monument sign is facing the same way, how does the monument sign provide more direction than the sign on the building itself.
Mr. Fields explained the visibility difference in the signs from a vehicle point of view. The monument is more of a directional sign placement. The channel letters direct your attention to the building and the monument sign guides the motorist into the parking area.

Vice-chairman Cook commented that most motorists are listening to directions on their phone anyway.

Mr. Fields stated that the applicant could add the vinyl that is allowable by code. He reiterated that the uniqueness of the lot creates the variance request.

Chairman Durham asked if they were trying to put too big of a building on too small of a piece of property.

Mr. Fields replied that he is not the developer, he is the sign guy. He is sure that they did a study for the community to determine how many bays were needed.

Board member Kerby stated that the total amount of wall signage proposed is significantly less than allowed for one wall sign.

Mr. Fields stated that when you look at the style, both signs have white lettering and not the red, white and blue that is part of the normal signage. The building owners wanted the building to stand out more than the sign. They are designing this building so it is not as loud.

Vice-chairman Cook stated that the self-created question is where he is stuck with the monument sign.

Mr. Fields stated that it is for the additional 7 feet. The monument sign is an allowable sign. The challenge is the where the setback is off of Axford. There is not the depth in the parking lot.

Board member Walker moved and Vice-chairman Cook supported, in the matter of case AB-2021-47, Allied Signs/Firestone, 25 Indianwood, 09-02-177-020 seeking 2 variances from Sign Ordinance #153, Section 7 Non-Residential Zoned Areas Wall Signs – Zoned GB consisting of a variance to allow 1 additional wall sign to install a total of 2 wall signs totaling 145.66-sq. ft. and Section 7 – Ground Signs in Non-Residential- Zoned GB for a variance for a 23-ft. road right-of-way setback variance from the required 30-ft. for a ground sign to be 7-ft. from the road right-of-way (Axford Road) and 1 variance from Zoning Ordinance #78 – Zoned GB, Article 14, Section 14.04 for a 23-ft. front yard setback variance from the required 30-ft. for a ground sign to be 7-ft. from the front property line (Axford Road) be denied because the petitioner did not demonstrate that the standards for variances have been met in this case. The petitioner does not have practical difficulty since it was all self-created. The property in question was not a tire store prior to this and it was too big a project for this corner. The developer moved forward and put this building in subsequent to all of the ordinances and the sign ordinances and setbacks were all in place when this occurred. There are not exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in this same district or zone: the petitioner knew about these items which are all self-created.

Roll call vote was as follows: Durham, yes; Cook, yes; Flood, no; Walker, yes; Kerby, no. Motion passed 3-2.

B. **AB-2021-48, Gardner Signs Inc./NTBS, 4601 Liberty Dr., 09-34-300-016**

Chairman Durham read the petitioner’s request as follows:

The petitioner is seeking 2 variances from Sign Ordinance #153, Section 7 Non-Residential Zoned Areas Wall Signs – Zoned IP

1. A variance to allow 1 additional wall sign to for a total of 2 wall signs.
2. A 92.19-sq. ft. size variance above the allowed 200-sq. ft. for 2 wall signs totaling
Ms. Mia Asta, petitioner, introduced herself to the Board and summarized the variance request. She stated that it is a 54,000 square foot building and when you put the address in GPS, it doesn’t take you there so signage is critical. There will not be a monument sign on the property. She stated that there are two businesses being run out of this one building and for identifications purposes, 2 wall signs are important. She showed a picture of the one wall sign that is already installed. She showed pictures representing the proposed location of the signage and the existing signage in the amount of 199 square feet. She stated that they are asking for proportionate signage for this size of building.

Board member Walker stated that he visited the site today and he didn't even know the building was there. He asked what goes on in the building now.

Ms. Asta replied that it is a production for medical marijuana. Everything is done inside of the building and is a state-of-the-art cannabis production facility.

Board member Walker commented that there is a large field to the west of the building that is being irrigated. The building is very large for the sign that is on it now.

Chairperson Durham asked if there were retail customers at the site.

Ms. Asta replied no.

Chairperson Durham stated that they would have pretty much the same people in and out of the site.

Ms. Asta replied that she doesn’t know a lot of what goes on in the day to day processes. The business owner has said that they will have constant distribution in and out of the building and if there are different drivers, it would be an issue.

Chairperson Durham stated that if it was the same fleet of trucks and the same drivers, they will figure it out.

Board member Kerby stated that he is familiar with the industry and it is not always the same drivers in and out. The drivers have to be certified but it is a high turnover job.

Chairperson Durham asked if there was any public comment.

No public comment was heard.

Vice-chairman Cook commented on the fact that salesman find things. When things are new, there is a difficulty finding them but she mentioned in her application the fact that suppliers would find it difficult to find the building.

Ms. Asta stated that her answer should have been suppliers or delivery persons.

Vice-chairman Cook stated that in the application it asks if the situation was self-created and the answer was, the building was 54,000 square feet. He asked how this addresses the question on whether or not it is self-created.

Ms. Asta stated that it is not self-created by the ordinance itself. They have the one wall sign that meets the ordinance. They were able to make the building this large to meet the supply and demand of the industry and this was approved by building and zoning. The building is on a corner lot and this is not self-created. She stated that once you pull down Liberty Drive, it is difficult to find the building, especially since there are two names.
Vice-chairman Cook stated that she is underestimating the intelligence of the drivers and suppliers. He stated that since there are power lines in front, there will probably not be a building being built in front.

Ms. Asta stated that if someone is looking for Natrabis, there is no sign that says this. There is a sign that says Society C. Both names are registered with the property and they will have deliveries for both business names.

Chairman Durham asked Building Official Goodloe if there is going to be a second building placed in the subject area.

Building Official Goodloe stated that there is one going next door. It is going on the corner.

Board member Kerby moved, and Vice-chairman Cook supported, in ZBA case #AB-2021-48, Gardner Signs Inc./NTBS, 4601 Liberty Dr., 09-34-300-016 for 2 variances from Sign Ordinance #153, Section 7 Non-Residential Zoned Areas Wall Signs – Zoned IP including a variance to allow 1 additional wall sign to for a total of 2 wall signs and a 92.19-sq. ft. size variance above the allowed 200-sq. ft. for 2 wall signs totaling 292.19-sq. ft. be denied because the petitioner did not demonstrate the following standards for the variance having been met in this case and the case set forth facts that show that in this case:

Roll call vote was as follows: Durham, no; Cook, yes; Flood, no; Walker, yes; Kerby, yes. Motion passed 3-2.

C. AB-2021-49, Mathew Dunaskiss & Mike Riddle, Vacant Parcel South of 576 Cushing St., 09-03-278-026

Chairman Durham read the petitioner’s request as follows:
The petitioners are seeking to extend the expiration date for the approved AB-2019-23 ZBA case variances.

Mr. Mike Riddle introduced himself to the Board as representing the new owners of the subject lot. He stated that he came in front of the Board a couple of times and he provided history of his presentations. He summarized the variance request and indicated that the variance is exactly the same as what was approved previously. He asked for an extension of 12 months. The approval was originally granted in June 2019.

Chairman Durham summarized the variance request. He stated that the petitioner is asking that the Board go back to 2020.

Mr. Riddle stated that he has a document that says June 24, 2019 was the approval date. He stated that the new project was designed based on approvals that they had received in 2019.

Chairman Durham stated that he thought that if the Board were to move forward, they would start the clock at the expiration of the last granted variance and that would leave a gap. This Board has the authority to extend the permit. This is a new request for the Board.

Trustee Flood stated that in reviewing the Attorney’s opinion, the date that would make sense would be June 24, 2022.

Chairman Durham stated that they also had information that said they could start the new variance at the expiration date of the last one.

Board members and Building Official Goodloe discussed the Attorney’s opinion letter and the timing of the variance.
Mr. Riddle summarized the history of the variances on this property. He stated that because of COVID, the project was delayed and he stated that the owners would be fine if the Board members granted it for only 10 months.

Board member Kerby stated that the Board would be giving a 24 month extension on the variances.

Chairman Durham stated that he would question if anything has changed from last time.

Board member Walker stated that the applicant indicates that COVID is to blame, however, the Board has seen many cases and this is the first time that COVID is mentioned to be to blame for not following through on the variance.

Mr. Riddle stated that because of COVID, they closed on the lot and there was a quiet time between the seller and the new owner. The new owner has invested in the new plans and worked within the confines of the variances not knowing that they had expired. He stated that this is Lot 1 and Lot 2 is the next case on the agenda and was approved in 2020.

Chairman Durham asked Building Official Goodloe if he still has the variance material from 2019 and can it be worked off of.

Building Official Goodloe stated that they will review the minutes and make sure that the plans comply with what was approved.

Vice-chairman Cook asked about the new owners putting together a new plan for the property and isn’t this potentially different from what was approved.

Mr. Riddle stated that the setbacks are identical and the foundation is identical.

Chairman Durham asked for public comment.

No public comment was heard.

Trustee Flood stated that the developers know if they do not start on a development, they have to come before the Planning Commission to get site plan approval for an extension. This variance is 2 years old and without the extension of time, the variances go away and they have to start over. The problem is self-created because they were ignorant of the law.

Mr. Riddle stated that as far as residential projects go, they also apply for septic approval which is good for 24 months with a one-time extension ability for 24 months.

Board member Walker stated that what has happened with ignoring what was in place, now the Board is put in a position to re-approve something without seeing anything and they are taking the applicant’s word that the request will be the same.

Mr. Riddle stated that the new owner purchased it and had no idea and it was not intentional.

Board member Walker commented on the history of this variance being granted.

Vice-chairman Cook moved, and Board member Kerby supported, in the matter of case AB-2021-49, Mathew Dunaskiss & Mike Riddle, Vacant Parcel South of 576 Cushing St., 09-03-278-026 that the petitioner’s request to extend the expiration date for the approved AB-2019-23 ZBA case be denied because the petitioner did not demonstrate the following standards for this request have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does not show practical difficulty due to the fact that the original petitioner was not aware of the one year time frame.
2. The following are not exceptional or extraordinary circumstances applicable to the property involved in that they generally do not apply to other properties in the same district or zone in that in when most variances are issued, the property owners take action to move forward in the one year time frame that is set.

3. The variance is not necessary for the preservation and enjoyment of a substantial property right possessed by others in the same zone or vicinity.

4. The granting of the variance or modification will be materially detrimental to the public welfare or materially injurious to the property or to the improvement in such zone or district in which the property is located due to the fact that by the Board granting an extension on this case, the detrimental part is that it begins to cloud future decisions that the Zoning Board may make in reference to extensions whereas this is a full 24 months after the original variances were granted.

5. Based on the following findings of fact, this variance would not impair an adequate supply of light or not unusually increase congestion on the public streets since the driveways have not been set up. This variance would not increase danger of fire, or endanger of the public safety, and the Board has received a report from the Fire Department. This variance is not going to reasonably diminish or impair established property values. But in respect to rules that have been established, by granting this, it puts the Zoning Board in a positon where they have not seen any of the current plans and it also does not prevent the current owners in coming forth and submitting plan to receive variances if they choose to.

Mr. Riddle stated that he would like to withdraw this case from this meeting.

Chairman Durham stated that they should have spoken up earlier; there is a motion and support on the floor. They will have the option to do that for the next case if they choose to.

Roll call vote was as follows: Durham, yes; Kerby, yes; Cook, yes; Flood, no; Walker, yes. Motion passed 4-1.

Vice-chairman Cook asked if the new family would have an ability to come before the Board.

Chairman Durham indicated yes; they would have to submit a new application in accordance with ordinance procedures.

D. AB-2021-50, Mike Riddle, Vacant Parcel 2 Parcels South of 576 Cushing St., 09-03-278-027

Chairman Durham read the petitioner’s request as follows: The petitioners are seeking to extend the expiration date for the approved AB-2020-08 ZBA case variances.

Mr. Riddle stated that they would like to withdraw this case.

Ms. Diane Dunaskiss asked what the date for this parcel is.


Ms. Diane Dunaskiss asked if this puts it in the same category as the last parcel.

Chairman Durham replied in his opinion, yes. He asked if there was a date they would like to come back.

Trustee Flood asked if they are asking for withdraw or postpone.
Mr. Riddle stated that if the option on lot 1 is to start all over again, he is not sure what postponing would do as opposed to withdrawing.

Building Official Goodloe asked if they had soil erosion permits on this lot.

Mr. Riddle stated that they had soil erosion permits on all of them.

Chairman Durham replied that lot 1 is a new application. If they are postponing this case to a date certain, they are saying that they want to come back, reorganize and come to a meeting in the future.

Mr. Riddle confirmed that they would like to postpone to October 11, 2021.

Trustee Flood moved, and Chairman Durham supported, in case AB-2021-50, Mike Riddle, Vacant Parcel 2 Parcels South of 576 Cushing St., 09-03-278-027 at the request of the petitioner to postpone this request until October 11, 2021 Zoning Board of Appeals meeting.

Roll call vote was as follows: Durham, yes; Kerby, yes; Cook, no; Flood, yes; Walker, yes. Motion passed 4-1.

E. AB-2021-51, Gloria Sosa, 461 Heights, 09-11-307-015

Chairman Durham read the petitioner’s request as follows:
The petitioner is seeking 2 variances from Zoning Ordinance #78 – Zoned R-3, Article VI, Section 6.04, Zoned R-3

1. A 5-ft. side yard setback variance from the required 10-ft. to build a house 5-ft. from the side property line (east).
2. A 7.34% lot coverage variance above the allowed 25% for a total lot coverage of 32.34% (parcel section south of Heights Road).

Ms. Gloria Sosa introduced herself to the Board and summarized the variance request and the history of this request. She provided a summary of the materials provided to the Board members. She stated that there was a concern from the neighbors regarding water runoff and said that the builder can speak to that. She provided photographs of the recent rainfall on the property showing there was no runoff on her property.

Chairman Durham stated that this property has a substandard lot width. He stated that the historical information on the surrounding properties are difficult to evaluate because they do not know what ordinance was in place, who was the Building Official, etc.

Vice-chairman Cook commented that Ms. Sosa took the Board comments from the last meeting and made considerable improvements.

Trustee Flood stated that the Board already approved the nonconformity of the lot width. The last application asked for four variances and she is now asking for two. The lot coverage has also gone down. He stated that he appreciates the applicant working with her neighbors.

Chairman Durham asked for public comment.

Mr. Dave Plautz, Crest Homes, introduced himself as the builder for this lot. He stated that the lot presents challenges including the steepness of the lot. They are working with Kieft Engineering and the engineer designed the water flow which is a concern. The site plan shows the water flow on the lot and the road and they have to follow this plan which eliminates the chance for water to flow on someone else’s lot. He stated that they will maintain the ordinance height of 30 feet.

Trustee Flood asked if they were removing the existing garage.
Mr. Plautz answered yes.

Vice-chairman Cook asked what the plan is for delivery of building materials on such a narrow lot.

Mr. Plautz stated that they build with a crane and use partial deliveries.

Ms. Gail Sherman, 2561 Judah Road, stated that she is the previous owner of the subject property. She stated that at the last meeting they spoke about the water on the subject lot. She provided a summary of her history with the subject lot. She stated that throughout her experience on the lot, water shedding was never a problem but was on 451 Heights Road to the east of 461 Heights Road, water shedding was an issue. She stated that regarding the 5 foot setback variance, there shouldn’t be a problem because the house will sit 50 feet from the neighboring house.

Mr. Jim Weiss, 451 Heights Road, pointed out that the location of their house should have no relevance on the variance but he supports what the Board decides. He looks forward to a house being built there because it will improve the neighborhood.

Ms. Sosa commented that she is thankful that the neighbors came to support her project and it shows the great community that she will be a part of.

Trustee Flood pointed out that the Fire Marshall has no concerns.

Trustee Flood moved, and Board member Walker supported, in case AB-2021-51, Gloria Sosa, 461 Heights, 09-11-307-015 to approve 2 variances from Zoning Ordinance #78 – Zoned R-3, Article VI, Section 6.04, Zoned R-3 including a 5- ft. side yard setback variance from the required 10-ft. to build a house 5-ft. from the side property line (east) and a 7.34% lot coverage variance above the allowed 25% for a total lot coverage of 32.34% (parcel section south of Heights Road) because the petitioner did demonstrate that the following standards for variances have been met in this case and they set forth facts that in this case:

1. The petitioner does show the following practical difficulties including the unique lot being only 40 feet in width considered a nonconformity which the Board already approved and on the condition of this approval the existing garage will be demolished.

2. The following are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in this same district or zone: this being a narrow 40 foot lot, it had a previous home on it that burned down. The petitioner has come before the Board again and reduced the request of other variances including eliminating the west side variance and the also reduced the amount of lot coverage.

3. The variance is also necessary for the preservation and enjoyment of a substantial property right possessed by others in the same zone or vicinity based on the following findings of fact: this is a buildable lot and the owner is not trying to overbuild on this lot.

4. The granting of the variance or modification will not be materially detrimental to the public welfare or materially injurious to the property or to the improvement in such zone or district in which the property is located based on the following: the petitioner has worked with the neighbors and there is no objection at this time to the variances requested.

5. Based on the following findings of fact, the granting this variance would not impair an adequate supply of light and air to the adjacent property, it would not unusually increase congestion on the public streets. There is also not going to be an increase of fire, or endanger of the public safety shown by Fire Marshal Jeff Williams has determined that he has no concerns on this matter. The variance request is not going to reasonably diminish or impair established property values within the surrounding area and will in fact increase the property values by building a modern building on
this property. The granting of this variance will not impair the public health, safety, comfort, morals or welfare of the inhabitants of the Charter Township of Orion.

Roll call vote was as follows: Durham, yes; Kerby, yes; Cook, yes; Flood, yes; Walker, yes. Motion passed 5-0.

6. PUBLIC COMMENTS
None

7. COMMUNICATIONS
A. 7-29-2021, Joint Meeting Minutes

8. COMMITTEE REPORTS
None

9. MEMBERS’ COMMENTS
Board members commented on the expired cases on the agenda tonight.

10. ADJOURNMENT
Moved by Trustee Flood, seconded by Board member Kerby to adjourn the meeting at 8:41 pm

Respectfully submitted,

Erin A. Mattice
Recording Secretary
MEMORANDUM

TO: Zoning Board of Appeals
FROM: Lynn Harrison, Planning & Zoning Coordinator
DATE: July 16, 2021
SUBJECT: Additional Information - MacLeish Building Inc. Cases AB-2021-15 thru AB-2021-19 & AB-2021-45

As you will see when going through the cases for MacLeish Building, one was added – AB-2021-45. You may want to consider deliberating on it with the others.
TO: Zoning Board of Appeals
FROM: Lynn Harrison, Planning & Zoning Coordinator
DATE: September 1, 2021
SUBJECT: MacLeish Building Inc.

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The petitioner, MacLeish Building Inc., is requesting to build a two-unit condominium building on 5 vacant parcels within the Royal Troon condominium development. These units will require various side setback variances between buildings.

The cases were scheduled for the May 10, 2021 meeting at which time the petitioner requested to be postponed to the June 14, 2021 meeting, then to July 26th meeting, and due to issues raised by a resident and their legal counsel, postponed to the September 13th meeting.

While the cases were in postponement after the May 10th meeting, it was noted they were incorrectly advertised as the plans submitted gave the distances from the new buildings to adjacent existing buildings but not to the closest point of the existing building - that being covered porches. The cases have been re-advertised appropriately.

The variances you will be reviewing for these cases at the September 13th meeting were measured from the proposed new build to the adjacent building at its closest point (a covered porch if applicable).

Also, being this development was an old PUD, some of the distances between buildings were not all 30-ft. - some were 20-ft. or 25-ft. The variance language for each case indicates what required side setback is being deviated from.

All front yard setbacks are 30-ft. which is met in all cases. All rear yard setbacks are 30-ft. – in some instances a variance is being requested as an “optional porch”, as noted on the plans, may be closer to the rear property line than the 30-ft. requirement.

Included in this packet are conceptual renderings the petitioner has provided.

**Note: since the cases were postponed at the July 26th meeting, legal counsel for the residents of 50 Burniah Lane submitted the following letters and a court filing against the Royal Troon Homeowners Association.**

Please contact me if you have any questions.
August 20, 2021

BY EMAIL tgirling@oriontownship.org
AND FIRST CLASS MAIL
Charter Township of Orion Zoning Board of Appeals
Attn: Tammy Girling, Director Planning & Zoning
2525 Joslyn Road
Lake Orion, MI 48360

Re: 9/13/21 Meeting: Charter Township of Orion Zoning Board of Appeals
Richard & Jacquelin Bone objection to MacLeish Building variance request

Ms. Girling,

As you know from our prior communication, we represent Richard and Jacquelin Bone regarding their irrepressible objection to MacLeish Building, Inc.’s intended nonconforming construction of condominium units in the Royal Troon on the New Course at Indianwood condominium project. Since we sent our June 11, 2021 letter to the Zoning Board of Appeals (to Lynn Harrison’s attention), the appeal has been twice more adjourned, most recently to September 13. Additionally, the Boneses have filed a complaint against the Royal Troon Homeowners Association and its directors to, among other things, compel them to take all legal action necessary to oppose MacLeish’s proposed improper development. A copy of the complaint is enclosed.

Further review of MacLeish’s proposal and the condominium project’s Master Deed evidences that the variance request must be denied also because it would allow MacLeish to build on “Common Elements” in violation of the Master Deed and the Michigan Condominium Act. Common Elements are, essentially, areas of the condominium project which are jointly owned by all condominium project unit owners, who have inseparable rights to share these areas with their fellow owners. If the variances are granted, MacLeish would be building structures not only on defined “Units” (which it is entitled to do), but also on the Common Elements; thus appropriating other owners’ rights to use and enjoy those areas.

A detailed explanation showing how the variances would violate the Master Deed and the Michigan Condominium Act is set forth in the enclosed letter to MacLeish’s attorney.
I hope that, in addition to allowing the Zoning Board of Appeals to be more fully informed, this letter and its enclosures will lead it to make the right decision.

If you, or anyone else at the Zoning Board of Appeals, have any questions, or comments, please feel free to contact me.

Very truly yours,

THE MEISNER LAW GROUP, P.C.

/s/ Robert M. Meisner

Robert M. Meisner

RMM/RKS/sbc
Enclosures
cc: Richard and Jacquelin Bone (by email)
August 20, 2020

BY EMAIL: ekickham@kickhamhanley.com
Edward F. Kickham
Kickham Hanley PLLC

Re: Royal Troon Homeowners Association / MacLeish Building, Inc.

Mr. Kickham,

In the absence of any proposal from MacLeish to resolve the dispute about its variance request, we’ve undertaken a deeper review of the issues and the Royal Troon on the New Course at Indianwood condominium project’s Master Deed. This review has led us to the conclusion that MacLeish’s variance request should be denied also because the variances would allow it to build on the common elements in contravention of the project’s Master Deed and the Michigan Condominium Act.

Pursuant to Master Deed Articles III § 18 and V § 1, the units as to which MacLeish proposes to develop consist of spaces within delineated unit boundaries, as shown on Master Deed Exhibit B; i.e., the subdivision plan. Master Deed Article I provides that “[e]ach Co-owner . . . shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements . . . .” The project’s land which is not identified as a unit or a limited common element is, under Master Deed Article IV § 1(a), a general common element. No portion of the land on which MacLeish seeks to expand its development through its variance request is identified in the Master Deed as a unit or a limited common element. Accordingly, such land is a general common element—on which MacLeish does not have a right to build. MacLeish’s proposed development on general common elements would result in its usurpation of those general common elements.

Further, MCL 559.137(6) prohibits common elements from being “subject to an action for partition unless the condominium project is terminated.” Because the project has not been terminated, if MacLeish were to claim and build on common elements, those common elements would effectively be illegally partitioned.

Finally, Master Deed Article IV § 4 prohibits Co-owners from using units or common elements “in any manner which will interfere with the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.” Thus, even if MacLeish were somehow able to obtain a variance from the Township, the building of a structure so close to, for example, the Boneses’ unit, would interfere with their use and enjoyment of their unit, as well as the appurtenant general common elements which MacLeish’s development would take away.
Please contact me to discuss how MacLeish proposes to resolve this dispute. If it is not satisfactorily resolved, we will continue to vigorously oppose the variance request and amend the complaint which was filed against the condominium association and its directors to encompass the substance of this letter.

Very truly yours,

THE MEISNER LAW GROUP, P.C.

/s/ Robert K. Siegel

_______________________________
Robert K. Siegel

RKS/sbc
cc:    Richard and Jacquelin Bone (by email)
      Karen G. Szoke (by email)
      Charter Township of Orion Zoning Board of Appeals (by email and first class mail)
This case has been designated as an eFiling case, for more information please visit www.oakgov.com/efiling.

STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

RICHARD BONE AND JACQUELIN BONE,                          Case No. 21-   -CB
                      Plaintiffs,

v

ROYAL TROON HOMEOWNERS ASSOCIATION,
ROBERT BEAN, RONALD FOLBIGG,
JAMES BUDD JEWELL a/k/a BUDD JAMES JEWELL,
DOUGLAS MCKAY and SCOTT HEIZER,

                        Defendants.

THE MEISNER LAW GROUP, P.C.
Robert M. Meisner (P17600)
Robert K. Siegel (P36140)
Attorneys for Plaintiffs
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025
(248) 644-4433
bmeisner@meisner-law.com
rsiegel@meisner-law.com

NO CIVIL ACTION

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge. MCR 1.109(D)(2)(a).

/is/ Robert M. Meisner

Robert M. Meisner (P17600)

VERIFIED COMPLAINT

Richard Bone and Jacquelin Bone (“Plaintiffs”) state:
PARTIES, JURISDICTION, VENUE AND STANDING

1. Plaintiffs are:
   (a) Co-owners of Royal Troon on the Course at Indianwood (the
       “Condominium Project”), located in Orion Township, Oakland County, Michigan;
   (b) the owners of Condominium Project unit 46, more commonly known
       as 50 Burniah Lane, Orion Township, MI 48363 (“Plaintiffs’ Unit”); and
   (c) members of Royal Troon Homeowners Association (the
       “Association”).

2. The Association is:
   (a) a Michigan non-profit corporation with its registered address in
       Troy, Oakland County, Michigan; and
   (b) organized on a membership basis.

3. Robert Bean is:
   (a) a director and member of the Association; and
   (b) a resident of Orion Township, MI.

4. Ronald Folbigg is:
   (a) a director, president and member of the Association; and
   (b) a resident of Orion Township, MI.

5. James Budd Jewell (“Jewell”) is:
   (a) also known as Budd James Jewell;
   (b) a director and member of the Association; and
   (c) a resident of Orion Township, MI.

6. Douglas McKay is:
(a) a director and member of the Association; and

(b) a resident of Orion Township, MI.

7. Scott Heizer is:

(a) a director and member of the Association; and

(b) a resident of Orion Township, MI.

Robert Bean, Ronald Folbigg, James Jewel, Douglas McKay and Scott Heizer are hereinafter collectively referred to as the “Directors.”

8. The transactions or occurrences giving rise to this Complaint occurred in Orion Township, Oakland County, Michigan.

9. Venue is proper in this Court pursuant to MCL 600.1621(a) and 600.1627.

10. Pursuant to MCL 600.605, this Court has jurisdiction because the Plaintiff seeks equitable relief.

11. Pursuant to MCL 559.207, as Co-owners, Plaintiffs may maintain an action against the Association and the Directors to gain compliance with the Condominium Project’s “Master Deed” and “Articles of Incorporation,” the Association’s “Bylaws” and rules and regulations (collectively, the “Condominium Documents”).

12. Pursuant to MCL 559.215(1), as Co-owners adversely affected by a violation of the Condominium Documents or the Michigan Condominium Act, MCL 559.101 et seq., Plaintiffs may bring an action for relief in this Court.

GENERAL ALLEGATIONS

13. Pursuant to Article II of the Articles of Incorporation, the purposes for which the Association was formed include, among other things, to:

(a) manage and administer its affairs; Article II(a);
(b) levy and collect assessments against and from its members, as to use
the proceeds thereof for the Association’s purposes; Article II(b); and

(c) enforce the provisions of the Condominium Project’s “Master
Deed” and “Bylaws,” as well as the Articles of Incorporation rules and regulations
(collectively, the “Condominium Documents”); Article II(i).

A copy of the Articles of Incorporation is attached as Exhibit A.

14. The Association is subject to a certain Declaration of Covenants, Conditions,
Easements and Restrictions for the Royal Troon Community, as recorded in Liber 16001 at Pages
587 through 597, Oakland County Records (the “Declaration”); Master Deed, Articles II and XII.

15. Pursuant to the Master Deed:

(a) the Association shall administer, operate, manage and maintain the
Condominium Project; Article III, § 2;

(b) a “Unit” is a single residential building site in the Condominium
Project; Article III, § 18;

(c) a “Co-owner” is one who owns one or more Units in the
Condominium Project; Article III, § 10;

(d) the percentage of value assigned to each Unit is equal; Article V, §
2; and

(e) the Association is responsible to collect any individual assessment
that is collectible under the Declaration; Article XII.

A copy of the Master Deed (without exhibits or irrelevant amendments) is attached as
Exhibit B.
16. Pursuant to the Bylaws:

(a) the Association shall levy against the Units and the Co-owners thereof all expenses arising from the management, administration and operation of the Association; *Article II*;

(b) the Association’s board of directors may make special assessments; *Article II, § 2(b)*;

(c) all assessments levied against Co-owners to cover expenses of administration of the Association shall be apportioned among, and paid by, the Co-owners in accordance with the percentage of value allocated to each Unit in Master Deed Article V; *Article II, § 3*;

(d) the Association shall collect a pro rata share from each Co-owner of all assessments levied against the Association by the Royal Troon Community Association or such other persons who may be responsible for levying and collecting assessments under the Declaration; *Article II, § 2(c)*;

(e) the Directors are responsible to:

(i) manage and administer the affairs of, and maintain, the Condominium Project and its common elements; *Article XI, § 4(a)*;

(ii) levy and collect assessments from Association members; *Article XI, § 4(b)*;

(iii) enforce the provisions of the Condominium Documents; *Article XI, § 4(j)*; and

(iv) collect from each Co-owner their pro rata share of all assessments levied against the Association under the Declaration; *Article XI, § 4(k)*; and

and
(f) a Co-owner may maintain an action against the Association and its directors to compel them to enforce the terms and provisions of the Condominium Documents.

A copy of the Bylaws is attached as Exhibit C.

17. On March 17, 2009, JDT Company, LLC (“JDT”) acquired title to the following 14 Units (the “JDT Units”), and thus became a Co-owner and a member of the Association: Unit Nos. 13, 14, 33, 34, 35, 36, 37, 38, 41, 42, 47, 48, 67 and 68.

18. No assessments arising from the management, administration and operation of the Association have ever been levied against the JDT Units and/or JDT, or collected from JDT.

19. No collection has been ever been made by the Association from JDT for any assessment levied against the Association that is collectible under the Declaration.

20. JDT, by its contracted builder MacLeish Building, Inc. (“MacLeish”):

   (a) intends to build residential duplex-style structures on at least 12 of the JDT Units, including Units 47 and 48, which are next door to Plaintiffs’ Unit (the “Proposed Development”); and

   (b) appealed (the “Variance Appeal”) to the Orion Township Zoning Board of Appeals (the “Zoning Board”) for variances (for all JDT Units other than Unit Nos. 13 and 14) from the uniform setback requirements required by the Condominium Project’s platted Subdivision Plan (the “Plan;” i.e., Exhibit B to the Master Deed) and Orion Township’s zoning ordinance

21. The Association and the Directors support, and have otherwise consented to:

   (a) the Variance Appeal (the “Variance Consent”); and

   (b) the Proposed Development (the “Proposed Development Consent”).
22. Robert Bean communicated his support of the Variance Appeal in writing to the Zoning Board.

23. At a meeting among MacLeish and interested Co-owners, Ronald Folbigg:
   (a) indicated that he was in favor of the Variance Appeal and the Proposed Development because the Association would then receive funds from the sale of the prospective Units to buyers; and
   (b) did not indicate that the Association should have been assessing JDT since it became a Co-owner.

24. Notwithstanding the fact that Ronald Folbigg, Jewell and Douglas McKay have supported the Variance Appeal and the Proposed Development, they stated to Richard Bone that, as they relate to Unit Nos. 47 and 48, the Variance Appeal and the Proposed Development are wrong and inappropriate because the structure proposed to be built thereon would be too close to Plaintiffs’ Unit and Unit No. 49.

25. The Variance Appeal and the Proposed Development should not have been, and should not continue to be, supported by the Association and the Directors because:
   (a) there are no special conditions which would involve practical difficulties in developing the applicable JDT Units if a literal enforcement of Orion Townships’ zoning ordinance was made;
   (b) there are no exceptional or extraordinary circumstances or conditions of the JDT Units’ lots which do not generally apply to other Unit lots;
   (c) the requested variances are not necessary for JDT to preserve and enjoy a substantial property right possessed by other Co-owners;
(d) the requested variances would materially injure other property in the Condominium Project because:

(i) in contravention of the Plan, the structure to be built on JDT Unit No. 47 would be only: (1) ten feet from Plaintiffs’ only walkway to the entrance to Plaintiffs’ Unit, and four feet from their shrub bed which is adjacent to such walkway—as measured from the corner of the proposed JDT Unit structure; and (2) 13.8 feet from the covered front porch of Plaintiffs’ Unit, and six feet from such shrub bed—as measured from the side wall of the proposed JDT Unit structure;

(ii) in contravention of the Plan, the structures to be built on other JDT Units would be closer to their neighboring structures than is permitted under the Plan;

(iii) Plaintiffs’ and other Co-owners’ enjoyment of their Units will be significantly degraded; and

(iv) the value of Plaintiffs’ and other Co-owners’ Units will be reduced;

(e) three of the Directors (constituting a majority of the Association’s board of directors) believe that, at least with respect to Unit Nos. 47 and 48, they are wrong and inappropriate; and

(f) the Proposed Development would result in the failure to maintain the Condominium Project as a beautiful and harmonious residential development, as required by Bylaws Article VI § 14(a).

26. The Proposed Development does not conform to the Condominium Documents because it would:

(a) result in the JDT Units being closer to neighboring Units than is permitted under the Plan;

(b) switch the orientation of the structures so that the main JDT Units’ entrances would face the street, rather than have the main entrances face the
neighboring Units’ main entrances which are on the side of the Units; thus presenting them with unattractive side-views of the JDT Units; and

(c) otherwise be out of conformity with the Condominium Project’s aesthetic character.

COUNT I – ASSOCIATION - BREACH OF CONDOMINIUM DOCUMENTS

27. Plaintiffs restate the allegations set forth in paragraphs 1 through 26.

28. Despite JDT having been a Co-owner since March 17, 2009, the Association has not:

   (a) levied against the JDT Units, or collected from JDT, any expenses arising from the management, administration and operation of the Association, as is required by Articles of Incorporation, Article II(b);

   (b) collected from JDT any individual assessment that is collectible under the Declaration, as is required by Master Deed, Article XII; or

   (c) levied against the JDT Units and JDT any assessments arising from the management, administration and operation of the Association, as is required by Bylaws Article II.

The inaction specified in paragraph 23(a), (b) and (c) is hereinafter referred to as the “Association Failures to Levy and Collect.”

29. The Association Failures to Levy and Collect constitute breaches (the “Association Levy Breaches”) of the Condominium Documents, including:

   (a) Articles of Incorporation Article II(b);

   (b) Master Deed Article XII;

   (c) Bylaws Article II;
(d) the Association’s obligation, pursuant to Articles of Incorporation Article II(a), to manage and administer its affairs;

(e) the Association’s obligation, pursuant to Master Deed Article III, § 2, to administer, operate, manage and maintain the Condominium Project; and

(f) the Association’s obligation, pursuant to Articles of Incorporation Article II(i), to enforce the Condominium Documents.

30. The Variance Consent and the Proposed Development Consent constitutes:

(a) abuses of discretion by the Association (the “Association Abuse”); and

(b) breaches of the Association’s obligation, pursuant to Articles of Incorporation Article II(i), to enforce the Condominium Documents (the “Association Enforcement Breach”).

31. As a result of, among other things, the Association Levy Breaches, the Association Abuse, the Association Enforcement Breach, the Variance Consent and/or the Proposed Development Consent (collectively, the “Association Misconduct”), the Association is in violation of the Condominium Documents.

32. Plaintiffs have suffered, and will continue to suffer, irreparable harm for which there is no adequate remedy at law as a result of the Association Misconduct, unless the Association is compelled to:

(a) levy against the JDT Units, and collect from JDT, all assessments which, pursuant to the Condominium Documents, should have been made since March 17, 2009, and continue to levy and collect such assessments; and

(b) oppose the Proposed Development.
33. Plaintiffs have a substantial likelihood of success on the merits because it is manifest that the Association has violated the Condominium Documents.

34. The Association will suffer no harm from injunctive relief as the requested relief simply requires it to act in the manner in which it is already legally required to act.

35. The public will not be harmed by injunctive relief, and, in fact, the interest of the public will be served through the enforcement of the law.

36. Plaintiffs are not required to prove irreparable harm in order to enforce the terms of the Condominium Documents. Oosterhouse v Brummel, 343 Mich 283 (1955); Terrien v Zwit, 467 Mich 56 (2002); Carroll v El Dorado Estates Div II Ass’n, 680 P2d 1158 (Alaska 1984); and Morris v Kadrmas, 812 P2d 549 (Wyoming 1991).

ACCORDINGLY, Plaintiffs respectfully request the Court to: (a) enter an order requiring the Association to: (i) forthwith levy against the JDT Units, and collect from JDT, all assessments which, pursuant to the Condominium Documents, should have been made since March 17, 2009; (ii) continue to levy and collect such assessments in the future; (iii) require, and pursue any necessary legal action against, the Directors to reimburse the Association for all assessments which should have been levied against the JDT Units and collected from JDT, but which, for any reason, cannot be made and/or collected, including interest, costs and reasonable attorney fees; and (iv) forthwith take all legal action necessary to oppose the Proposed Development; and (b) enter a judgement against the Association for the costs, interest, and reasonable attorney’s fees which Plaintiffs incur, and order such additional relief as the Court deems appropriate.

COUNT II – DIRECTORS – MEMBERSHIP OPPRESSION

37. Plaintiffs restate the allegations set forth in paragraphs 1 through 26, and 28 through 31.
38. Despite JDT being a Co-owner since March 17, 2009, the Directors have not caused the Association to:

(a) levy and collect assessments from JDT, as was required by Bylaws, Article XI, § 4(b); or

(b) collect from JDT its pro rata share of all assessments levied against the Association under the Declaration, as was required by Bylaws, Article XI, § 4(k).

The inaction specified in paragraph 33(a) and (b) is hereinafter referred to as the “Director Failures to Levy and Collect.”

39. The Director Failures to Levy and Collect constitute breaches (the “Director Breaches”) of:

(a) Bylaws, Article XI, § 4(b);

(b) Bylaws, Article XI, § 4(k);

(c) the Directors’ duty, pursuant to Bylaws Article XI, § 4(a), to manage and administer the affairs of, and maintain, the Condominium Project and its common elements; and

(d) the Directors’ duty, pursuant to Bylaws Article XI, § 4(j), to enforce the provisions of the Condominium Documents.

40. The Variance Consent and the Proposed Development Consent constitutes:

(a) abuses of discretion by the Directors (the “Director Abuse”); and

(b) breaches of the Directors’ duty, pursuant to Bylaws Article XI, § 4(j), to enforce the provisions of the Condominium Documents (the “Director Enforcement Breach”).
41. As a result of, among other things, the Director Breaches, the Director Abuse, the Director Enforcement Breach, and the Association Misconduct (collectively, the “Director Misconduct”), the Directors are in violation of the Condominium Documents.

42. Pursuant to MCL 450.2489:

   (a) as Association members, Plaintiffs may bring an action to establish that the Directors’ acts are willfully unfair and oppressive to the Association or its members; and

   (b) if Plaintiffs establish grounds for relief, the Court may, among other things, direct and prohibit the acts of the Directors and the Association, and enter an injunction against their resolution or other acts.

43. The Directors have engaged, and continue to engage, in willfully outrageous and oppressive conduct, including, the Director Misconduct, which substantially interferes with the rights or interests of Plaintiffs and other Association members.

44. Plaintiffs have suffered, and will continue to suffer, irreparable harm for which there is no adequate remedy at law as a result of the Director Misconduct, unless the Directors are compelled to:

   (a) cause the Association to levy against the JDT Units, and collect from JDT, all assessments which, pursuant to the Condominium Documents, should have been made since March 17, 2009, and continue to levy and collect such assessments; and

   (b) oppose, and cause the Association to oppose, the Proposed Development.
45. Plaintiffs have a substantial likelihood of success on the merits because it is manifest that the Directors have violated the Condominium Documents and otherwise acted in a willfully oppressive manner toward the Association, Plaintiffs and other Association members.

46. The Directors will suffer no harm from injunctive relief as the requested relief simply requires them to act in the manner in which they are already legally required to act.

47. The public will not be harmed by injunctive relief, and, in fact, the interest of the public will be served through the enforcement of the law.


**ACCORDINGLY**, Plaintiffs respectfully request the Court to: (a) enter an order requiring the Directors to: (i) forthwith cause the Association levy against the JDT Units, and collect from JDT, all assessments which, pursuant to the Condominium Documents, should have been made since March 17, 2009; (ii) cause the Association to continue to levy and collect such assessments in the future; (iii) reimburse the Association for all assessments which should have been levied against the JDT Units and collected from JDT, but which, for any reason, cannot be made and/or collected, including interest, costs and reasonable attorney fees; and (iv) forthwith take, and cause the Association to take, all legal action necessary to oppose the Proposed Development; and (b) enter a judgement against the Directors, jointly and severally, for the costs, interest, and reasonable attorney’s fees which Plaintiffs incur, and order such additional relief as the Court deems appropriate.
THE MEISNER LAW GROUP, P.C.

By:  /s/ Robert M. Meisner
     Robert M. Meisner (P17600)
     Robert K. Siegel (P36140)
     Attorneys for Plaintiffs

Dated: July 21, 2021
VERIFICATION

I declare that this Verified Complaint has been examined by me, and that its contents are true to the best of my information, knowledge, and belief, except those allegations made upon information and belief, for which those allegations I believe to be correct.

Dated: July 20, 2021
Richard Bone

Dated: July 23, 2021
Jacquelin Bone
EXHIBIT A
ARTICLES OF INCORPORATION

MICHIGAN NON-PROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned execute the following Articles:

ARTICLE I

The name of the corporation is The Coves of Canton Homeowners Association.

ARTICLE II

The purposes for which the corporation is organized are:

(a) To manage and administer the affairs of and to maintain The Coves of Canton, a condominium (hereinafter called "Condominium");

(b) To levy and collect assessments against and from the co-owner members of the corporation and to use the proceeds thereof for the purposes of the corporation;

(c) To carry insurance and to collect and allocate the proceeds thereof;

(d) To rebuild improvements after casualty;

(e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of the Condominium

(f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;

(g) To own, maintain and improve, and to buy, or operate, manage, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, (including Condominium units, easements, rights-of-way and licenses) on behalf of the corporation, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

(i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such rules and regulations of the corporation as may hereafter be adopted;
(i) To sue in all courts and participate in actions and proceedings judicial, administrative, arbitrative or otherwise, subject to the express limitations on suits, actions and proceedings as set forth in Article IX of these Articles;

(k) To do anything required of or permitted to its as administrator of the Condominium by the Condominium Master Deed or Bylaws or by the Michigan Condominium Act; and

(l) To make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof:

ARTICLE III

The corporation is organized upon a nonstock, membership basis.

The assets of the corporation are:

- **Real Property:** None
- **Personal Property:** None

The corporation is to be financed under the following general plan:

- Assessment of members owning units in the Condominium.

ARTICLE IV

The address of the registered office is:

Kevin Spizizen  
30230 Orchard Lake Road  
Suite 220  
Farmington Hills, Michigan 48334

The mailing address of the registered office is the same as above.

The name of the first resident agent at the registered office is:

Kevin Spizizen
ARTICLE IV

The name and business address of the incorporator is:

Kevin M. Kohls, Esq.,
Honigman Miller Schwartz and Cohn,
2290 First National Building,
Detroit, Michigan 48226.

ARTICLE VI

The term of the corporate existence is perpetual.

ARTICLE VII

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by the members shall be as follows:

(a) Each co-owner (including the Developer named in the Condominium Master Deed) of a unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership.

(b) Membership in the corporation shall be established by the acquisition of fee simple title to a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium), the new co-owner thereby becoming a member of the corporation, and the membership of the prior co-owner thereby being terminated. Land contract vendees of units shall be members if the land contract instrument expressly conveys the vendor’s interest as a member of the corporation, in which event the vendor’s membership shall terminate as to the unit sold.

(c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the member’s unit in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.
ARTICLE VIII

A volunteer director (as defined in Section 110 of Act 162, Public Acts of 1982, as amended) of the corporation shall not be personally liable to the corporation or its members for monetary damages for breach of the director’s fiduciary duty arising under any applicable law. However, this Article shall not eliminate or limit the liability of a director for any of the following:

(1) A breach of the director’s duty of loyalty to the corporation or its members.

(2) Acts or omission not in good faith or that involve intentional misconduct, a knowing violation of law, or failure to follow the Bylaws of the corporation or these Articles.


(4) A transaction from which the director derived an improper personal benefit.

(5) An act or omission occurring before the date this document is filed.

(6) An act or omission that is grossly negligent.

Any repeal or modification of this Article shall not adversely affect any right or protection of any director of the corporation existing at the time of, or for or with respect to, any acts or omissions occurring before such repeal or modification.

ARTICLE IX

The requirements of this Article IX shall govern the corporation’s commencement and conduct of any civil action except for actions to enforce the Bylaws of the corporation or collect delinquent assessments. The requirements of this Article IX will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil action the corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation’s assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article IX. The following procedures and requirements apply to the corporation’s commencement of any civil action other than an action to enforce the Bylaws of the corporation or collect delinquent assessments:

(a) The Association’s Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.
(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

(a) it is in the best interests of the corporation to file a lawsuit;

(b) that at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;

(c) litigation is the only prudent, feasible and reasonable alternative; and

(d) the Board’s proposed attorney for the civil action is of the written opinion that litigation is the corporation’s most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:

(a) the number of years the litigation attorney has practiced law; and

(b) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(3) The litigation attorney’s written estimate of the amount of the corporation’s likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The litigation attorney’s written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney’s expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The litigation attorney’s proposed written fee agreement.
(6) The amount to be specially assessed against each unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per unit basis, as required by subparagraph (f) of this Article IX.

(c) If the lawsuit relates to the condition of any of the common elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the common elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the common elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the common elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the litigation evaluation meeting.

(d) The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney’s hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation’s written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of a majority in value of the members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article IX shall be paid by special assessment of the members of the corporation ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney’s estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly
basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article IX, the retained attorney shall submit a written report ("attorney’s written report") to the Board every thirty (30) days setting forth:

(1) The attorney’s fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney’s written report ("reporting period").

(2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney’s estimated total cost of the civil action.

(5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) the status of the litigation;

(2) the status of settlement efforts, if any; and

(3) the attorney’s written report.

(i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.
(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article IX ("litigation expenses") shall be fully disclosed to members in the corporation's annual budget. The litigation expenses for each civil action subject to this Article IX shall be listed as a separate line item captioned "litigation expenses" in the corporation's annual budget.

ARTICLE X

These Articles of Incorporation may only be amended by the consent of two-thirds (2/3) of all members.

I, the incorporator, sign my name this 8th day of August, 1994.

Kevin M. Kohls
EXHIBIT B
This Master Deed is made and executed on this 28th day of November, 1995, by Troon, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 1400 N. Woodward Avenue, Suite 100, Bloomfield Hills, Michigan 48304, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

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

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as Royal Troon on the New Course at Indianwood, Oakland County Condominium Subdivision Plan No. 461. The Condominium Project is established in accordance with the Act. The architectural plans and specifications for each residence of the Condominium will be filed with the Township of Orion. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization because it has direct ingress and egress from and 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. Co-owners shall have voting rights in Royal Troon Homeowners Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association.
ARTICLE II
LEGAL DESCRIPTION

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

A PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF THE NORTHWEST 1/4 OF SECTION 4, T. 4 N., R. 10 E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE CENTER POST OF SAID SECTION 4; THENCE FROM THE POINT OF BEGINNING ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 4 N. 87°14'18" E., 652.08 FEET; THENCE S. 02°45'42" E., 147.00 FEET; THENCE S. 87°14'18" W., 307.93 FEET; THENCE S.10°59'11" W., 147.42 FEET; THENCE S. 34°30'00" E., 76.00 FEET; THENCE S. 83°50'00" E., 34.00 FEET; THENCE S. 34°40'00" E., 110.00 FEET; THENCE S. 37°10'00" E., 186.00 FEET; THENCE S. 14°20'00" E., 321.00 FEET; THENCE S. 24°19'28" E., 202.21 FEET; THENCE S. 31°30'00" E., 173.00 FEET; THENCE S. 24°19'59" W., 83.05 FEET; THENCE S. 75°10'54" W., 143.54 FEET; THENCE N. 74°15'48" W., 125.11 FEET; THENCE N. 25°20'07" W., 398.20 FEET; THENCE N. 14°20'00" W., 289.00 FEET; THENCE N. 55°39'15" W., 188.05 FEET; THENCE N. 32°40'00" W., 110.00 FEET; THENCE N. 21°40'00" W., 111.00 FEET; THENCE N. 08°20'00" W., 141.00 FEET; THENCE N. 09°31'55" E., 115.33 FEET; THENCE S. 86°23'20" W., 133.17 FEET; THENCE S. 03°36'40" E., 55.91 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 870.00 FEET, ARC LENGTH OF 53.99 FEET, CENTRAL ANGLE OF 005°33'20", A CHORD BEARING OF S. 05°23'20" E., AND A CHORD LENGTH OF 53.98 FEET; THENCE S. 07°10'00" E., 503.05 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 124.10 FEET, CENTRAL ANGLE OF 027°20'55", A CHORD BEARING OF S. 06°30'28" W., AND A CHORD LENGTH OF 122.93 FEET; THENCE S. 37°00'00" E., 153.67 FEET; THENCE S. 25°30'00" E., 84.03 FEET; THENCE S. 53°00'00" W., 125.00 FEET; THENCE S. 76°20'00" W., 130.63 FEET; THENCE N. 13°40'00" W., 140.30 FEET; THENCE S. 53°00'00" W., 363.66 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 186.75 FEET, CENTRAL ANGLE OF 053°30'00", A CHORD BEARING OF S. 26°15'00" W., AND A CHORD LENGTH OF 180.04 FEET; THENCE S. 00°30'00" E., 26.49 FEET; THENCE S. 89°30'00" W., 60.00 FEET; THENCE N. 00°30'00" W., 26.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 63.99 FEET, CENTRAL ANGLE OF 014°06'07", A CHORD BEARING OF N. 06°33'04" E., AND A CHORD LENGTH OF 63.83 FEET; THENCE N. 76°23'53" W., 110.00 FEET; THENCE N. 23°00'47" E., 162.22 FEET THENCE N.
53°00'00" E., 468.00 FEET; THENCE S. 37°00'00" E., 107.00 FEET; THENCE N. 53°00'00" E., 27.24 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 17.78 FEET, CENTRAL ANGLE OF 005°05'36", A CHORD BEARING OF N. 50°27'12" E., AND A CHORD LENGTH OF 17.77 FEET; THENCE N. 37°00'00" W., 106.21 FEET; THENCE N. 24°53'31" E., 86.02 FEET; THENCE N. 07°10'00" W., 363.00 FEET; THENCE N. 82°30'00" E., 110.00 FEET; THENCE N. 07°10'00" W., 165.00 FEET THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 930.00 FEET, ARC LENGTH OF 57.71 FEET, CENTRAL ANGLE OF 003°33'20", A CHORD BEARING OF N. 05°23'20" W., AND A CHORD LENGTH OF 57.70 FEET; THENCE N. 03°36'40" W., 55.91 FEET; THENCE S. 86°23'20" W., 111.91 FEET; THENCE N. 03°36'40" W., 110.00 FEET; THENCE ALONG SAID EAST-WEST 1/4 LINE N. 86°23'20" E., 245.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.13 ACRES MORE OR LESS.

Together with and subject to all easements and restrictions of record and all governmental limitations, including the rights of the public in Indianwood Road right-of-way, and together with and subject to a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community as recorded in Liber 16001 at Pages 587 through 597, Oakland County Records, and further subject to reservations of all mineral rights and riparian rights by the Developer; provided, however, extraction of mineral rights may be performed only without disturbing any existing structures or surface use.

ARTICLE III
DEFINITIONS

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


Section 2. Association. "Association" means Royal Troon Homeowners Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.
Section 3. **Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

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

Section 6. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above (other than the land constituting the Units), all improvements and structures thereon, and all easements, rights and appurtenances belonging to Royal Troon on the New Course at Indianwood as described above.

Section 7. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" each mean Royal Troon on the New Course at Indianwood, as a Condominium Project established in conformity with the Act.

Section 8. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

Section 9. **Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe the Project as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI and/or withdrawn and later added to the Condominium as provided under Article VII hereof, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. **Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 11. **Declaration.** "Declaration" means the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community as recorded in Oakland County Records and referred to in Article II of this Master Deed.

Section 12. **Developer.** "Developer" means Troon, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both

49
successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

Section 13. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct land improvements to develop additional Units or other residences, or and for so long as the Developer continues to own land or hold an option or other enforceable purchase interest in land within one mile of the Condominium Premises, whichever is longer.

Section 14. Dwelling. "Dwelling" means the residence and other improvements constructed as a Unit, consisting of one-half of a duplex building.

Section 15. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units are sold which may be created, whichever first occurs.

Section 16. Township. "Township" means the Charter Township of Orion, acting through its building department.

Section 17. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 18. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single residential building site in Royal Troon on the New Course at Indianwood, as described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All Dwellings, structures and other improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The type of Dwelling that may be constructed within a Unit shall be selected by a Co-owner, with concurrence of the Developer, upon purchase of his Unit and may not be changed without the discretionary consent of the Developer.

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

ARTICLE IV
COMMON ELEMENTS

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

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

(a) Land. The land described in Article II hereof, including roads, parking areas, landscape areas, and safety paths, not identified as Units or Limited Common Elements (the roads designated on the Plan, which provide internal traffic circulation for the Condominium, are privately owned in common by all Co-owners and will be maintained by the Association and not the board of county road commissioners or any other governmental agency). All land contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the owners of the adjoining land as set forth in the Declaration.

(b) Electrical. The electrical transmission system throughout the Project up to, but not including, the electric meter for each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit.

(c) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.

(d) Telephone. The telephone system throughout the Project up to the point of connection to each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit.

(e) Gas. The gas distribution system throughout the Project up to, but not including, the gas meter for each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit.

(f) Water. The water distribution system throughout the Project up to, but not including, the water meter for each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit, including the irrigation system that lies within the Condominium Premises.

(g) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of entry to each residential Dwelling that is now or hereafter constructed within the perimeter of a Unit.

(h) Storm Sewer. The storm sewer system throughout the Project.
(i) **Telecommunications.** The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit.

(j) **Beneficial Easements.** The beneficial easements described in Article II above.

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

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

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

(a) **Driveways.** Each Limited Common Element driveway as depicted on the Condominium Subdivision Plan shall be limited in use to the Unit or Units to which it has been assigned.

(b) **Other.** The Developer has reserved the right in Article VIII of this Master Deed to designate Limited Common Elements within the Convertible Area which may, at the Developer's discretion, be assigned as appurtenant to an individual Unit.

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

(a) **Primary Responsibility of Co-owners for Units, Dwellings and Limited Common Elements.** It is anticipated that a separate but attached residential Dwelling will be constructed within each Unit depicted on Exhibit B hereto and that various appurtenances to such Dwellings may be created pursuant to Article VIII hereto, adjacent to the same. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any Dwelling and appurtenance to each Dwelling as a Limited Common Element, including by way of example and not limitation decks, shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such Dwellings and appurtenant Limited Common Elements, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Developer and the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.
(b) **Association Responsibility for Portions of Units, Dwellings and Limited Common Elements.**

1. **Roofs, Siding, Painting and/or Staining of Dwelling Exteriors.** The responsibility for, and the costs of maintaining, repairing and replacing roofs and siding and the exterior structure up to the drywall, and painting and/or staining of the exterior of the Dwellings constructed within the Units (but not including decks located within the Unit), and for structural repair of the party wall, shall be borne by the Association and shall be performed at such times and with such materials and by such contractors as the Association shall, in its sole discretion, determine from time to time. (However, the Developer may, at the time of its approval of construction of any Dwelling or appurtenance require or impose, as a condition of any such approval, a larger assessment to be made against the Unit on which the same is located. The purpose of such larger assessment shall be to absorb the abnormally higher expenses which will be incurred by the Association in carrying out its responsibilities under this provision due to the nature and/or extent of additional painting, staining, maintenance or replacement required for any such Dwelling or appurtenance.) The Co-owner is responsible for maintaining everything other than the exterior or party wall structure, including such attachments to such structures as insulation, wiring, and drywall, everything else that is interior, including all fixtures, equipment, trim and other items or attachments within the Dwelling or any limited common elements appurtenant thereto.

2. **Landscaping.** The Association shall be responsible for maintenance, repair and replacement of lawns and landscaping installed by the Developer or with the approval of the Association, whether lying inside a Unit or within the surrounding Common Elements (and any replacements thereof by the Association), except for areas containing decks, patios, privacy areas or other improvements which, in the sole discretion of the Association, are determined to be inaccessible to the landscaping maintenance equipment of the Association or its employees or contractors.

3. **Driveways.** The Association shall be responsible for the maintenance, repair and replacement of driveways appurtenant to each Unit as well as for snow plowing with respect thereto.

4. **Common Lighting.** The Developer may install illuminating fixtures on the Common Elements and/or within Units and designate the same as common lighting as provided in Article IV, Section 1(c) hereof. The costs of maintenance, repair and replacement of such common lighting system and fixtures (including light bulbs) shall be borne by the Association. The Developer may, in its discretion, cause the electricity for such fixtures to be borne by either the Association or Co-owners, as it deems appropriate.

5. **Other.** In order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may also undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to Dwellings or other improvements constructed or
installed within any unit boundaries and their appurtenant Limited Common Elements (if any) as it may deem appropriate. Nothing herein contained, however, shall compel the Association to undertake any such additional responsibilities. Any such additional services undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(c) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

Section 4. Use of Units and Common Elements. 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 DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Royal Troon on the New Course at Indianwood as prepared by Zeimet/Wozniak & Associates, Inc. and attached hereto as Exhibit B. Each Unit shall consist of the space contained within Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines. The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, the Developer or, upon assignment, the Association shall have the right, in its sole discretion, subject to the prior approval of the Township, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article XI below.

Section 2. Percentage of Value. Unless otherwise specifically provided at the time of Developer's approval of construction of any Dwelling or appurtenance, the percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay and equal share of the expenses of maintaining the General Common Elements. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.
ARTICLE VI
EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to initial Master Deed of the Project and consisting of 78 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 234 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

A PART OF THE SOUTHWEST 1/4 OF SECTION 4 AND PART OF THE NORTHWEST 1/4 OF SECTION 9, T. 4 N., R. 10 E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT, SAID POINT BEING DISTANT S. 86°23'20" W., 245.43 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 4 FROM THE CENTER POST OF SAID SECTION 4; THENCE FROM SAID POINT OF BEGINNING S. 03°36'40" W., 110.00 FEET, S. 86°23'20" W., 140.65 FEET; THENCE N. 03°36'40" E., 107.00 FEET; THENCE S. 86°23'20" W., 155.00 FEET; THENCE S. 73°29'43" W., 88.23 FEET; THENCE S. 51°31'56" W., 258.38 FEET; THENCE S. 17°10'00" W., 425.00 FEET; THENCE S. 30°17'53" W., 120.14 FEET; THENCE S. 62°40'00" W., 46.00 FEET; THENCE S. 05°40'00" W., 64.00 FEET; THENCE N. 88°50'52" E., 80.00 FEET; THENCE S. 28°24'15" E., 111.36 FEET; THENCE S. 01°09'08" E., 178.00 FEET; THENCE S. 88°50'52" W., 95.00 FEET; THENCE N. 57°50'00" E., 37.00 FEET; THENCE S. 88°50'52" W., 68.38 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 121.93 FEET, CENTRAL ANGLE OF 34°55'48", A CHORD BEARING OF S. 22°32'06" E., AND A CHORD LENGTH OF 120.05 FEET; THENCE S. 40°00'00" E., 124.00 FEET; THENCE N. 50°00'00" E., 117.00 FEET; THENCE S. 40°00'00" E., 272.05 FEET; THENCE N. 54°50'00" E., 72.73 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 193.15 FEET, CENTRAL ANGLE OF 55°20'00", A CHORD BEARING OF N. 27°10'00" E., AND A CHORD LENGTH OF 185.73 FEET; THENCE N. 89°30'00" E., 60.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 251.09 FEET, CENTRAL ANGLE OF 55°20'00", A CHORD BEARING OF S. 27°10'00" W., AND A CHORD LENGTH OF 241.45 FEET; THENCE S. 54°50'00" W., 11.00 FEET; THENCE S. 35°10'00" E., 110.00 FEET; THENCE S. 54°30'00" W., 118.03 FEET; THENCE S. 66°10'00" E., 500.33 FEET; THENCE S. 83°59'00" W., 110.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 305.00 FEET, ARC LENGTH OF 170.08 FEET, CENTRAL ANGLE OF 31°57'02", A CHORD BEARING OF S. 18°28'59" W., AND A CHORD LENGTH OF 167.89 FEET; THENCE S. 34°27'30" W., 65.00 FEET; THENCE S. 28°50'52" E., 108.51 FEET; THENCE S. 22°20'00" W., 53.00
FEET; THENCE S. 67°40'00" E., 27.00 FEET; THENCE S. 22°20'00" W., 110.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 155.00 FEET, ARC LENGTH OF 73.33 FEET, CENTRAL ANGLE OF 27°06'27", A CHORD BEARING OF S. 54°06'46" E., AND A CHORD LENGTH OF 72.65 FEET; THENCE N. 72°40'00" E., 146.67 FEET; THENCE N. 80°50'00" E., 53.00 FEET; THENCE S. 52°20'00" E., 154.00 FEET; THENCE S. 13°00'00" E., 85.00 FEET; THENCE S. 67°40'00" W., 253.00 FEET; THENCE S. 22°20'00" E., 22.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 380.00 FEET, ARC LENGTH OF 106.12 FEET, CENTRAL ANGLE OF 16°00'00", A CHORD BEARING OF S. 14°20'00" E., AND A CHORD LENGTH OF 105.77 FEET; THENCE S. 05°20'00" E., 106.42 FEET; THENCE S. 83°40'00" W., 167.00 FEET; THENCE N. 06°20'00" W., 143.61 FEET; THENCE N. 22°20'00" W., 210.16 FEET; THENCE N. 01°35'14" E., 131.47 FEET; THENCE N. 67°40'00" W., 75.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 55.02 FEET, CENTRAL ANGLE OF 12°07'30", A CHORD BEARING OF N. 61°36'15" W., AND A CHORD LENGTH OF 54.92 FEET; THENCE N. 55°32'30" W., 9.97 FEET; THENCE S. 34°27'30" W., 91.98 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 158.10 FEET, CENTRAL ANGLE OF 45°17'30", A CHORD BEARING OF S. 11°48'45" W., AND A CHORD LENGTH OF 154.01 FEET; THENCE S. 10°50'00" E., 266.05 FEET; THENCE S. 85°58'45" E., 110.70 FEET; THENCE S. 10°50'00" E., 338.00 FEET; THENCE S. 02°00'42" W., 105.38 FEET; THENCE S. 28°50'00" W., 89.00 FEET; THENCE N. 61°10'00" W., 192.00 FEET; THENCE N. 39°50'00" W., 101.00 FEET; THENCE N. 10°50'09" W., 185.00 FEET; THENCE N. 79°00'00" E., 110.00 FEET; THENCE N. 10°50'00" W., 333.00 FEET; THENCE S. 79°10'00" W., 165.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 545.00 FEET, ARC LENGTH OF 94.68 FEET, CENTRAL ANGLE OF 09°57'14", A CHORD BEARING OF S. 84°08'37" W., AND A CHORD LENGTH OF 94.56 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE ALONG SAID WEST LINE N. 00°52'46" W., 60.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 485.00 FEET, ARC LENGTH OF 84.26 FEET, CENTRAL ANGLE OF 09°57'14", A CHORD BEARING OF N. 84°08'37" E., AND A CHORD LENGTH OF 84.15 FEET; THENCE N. 79°10'00" E., 165.67 FEET; THENCE N. 10°50'00" W., 14.79 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 205.53 FEET, CENTRAL ANGLE OF 45°17'30", A CHORD BEARING OF N. 11°48'45" E., AND A CHORD LENGTH OF 200.22 FEET; THENCE N. 34°27'30" E., 446.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS
OF 245.00 FEET, ARC LENGTH OF 157.17 FEET, CENTRAL ANGLE OF 36°45'19", A CHORD BEARING OF N. 16°04'50" E., AND A CHORD LENGTH OF 154.49 FEET; THENCE S. 83°50'00" W., 107.44 FEET; THENCE N. 06°10'00" W., 168.00 FEET; THENCE S. 83°50'00" W., 97.38 FEET; THENCE N. 72°40'00" W., 50.00 FEET; THENCE N. 17°20'00" E., 135.00 FEET; THENCE N. 06°10'00" W., 50.00 FEET; THENCE S. 83°50'00" W., 106.00 FEET; THENCE N. 06°10'00" W., 130.00 FEET; THENCE N. 15°32'22" E., 142.32 FEET; THENCE N. 50°00'00" E., 62.00 FEET; THENCE N. 40°00'00" W., 60.00 FEET; THENCE N. 15°40'00" E., 133.00 FEET; THENCE N. 46°00'00" W., 40.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 176.29 FEET, CENTRAL ANGLE OF 38°50'52", A CHORD BEARING OF N. 20°34'34" W., AND A CHORD LENGTH OF 172.93 FEET; THENCE N. 01°09'08" W., 27.14 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 98.95 FEET, CENTRAL ANGLE OF 28°20'52", A CHORD BEARING OF N. 15°19'34" W., AND A CHORD LENGTH OF 97.95 FEET; THENCE N. 29°30'00" W., 23.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 180.00 FEET, ARC LENGTH OF 19.35 FEET, CENTRAL ANGLE OF 06°09'31", A CHORD BEARING OF N. 26°25'14" W., AND A CHORD LENGTH OF 19.34 FEET; THENCE S. 88°50'52" W., 183.53 FEET TO A POINT ON SAID WEST LINE OF EAST 1/2 OF SOUTHWEST 1/4; THENCE ALONG SAID WEST LINE N. 01°09'08" W., 791.70 FEET; THENCE N. 88°50'50" E., (290.52 FEET RECORD), 290.57 FEET MEASURED; THENCE N. 03°36'40" W., (252.19 FEET RECORD), 252.15 FEET MEASURED TO A POINT ON SAID EAST-WEST 1/4 LINE; THENCE ALONG SAID EAST-WEST 1/4 LINE N. 86°23'20" E., 893.57 FEET TO THE POINT OF BEGINNING, CONTAINING 31.66 ACRES, MORE OR LESS AND SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

(hereinafter referred to as "area of future development"). Local building ordinances and regulations may permit a smaller number of Units to be created upon the area of future development. This Master Deed imposes no restrictions upon the number of Units to be created on individual portions of the area of future development, provided that the maximum number of Units stated herein for the whole shall not be exceeded.

Section 2. Increase in Number of Units. Any other provision of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer and subject to approval of the Township, from time to time, within a period ending no later than 6 years from the date of recording this master Deed, be increased by the addition to this Condominium of any portion of the area of future development. No Unit shall be created within the area of future development that is not restricted exclusively to residential or recreational use; however, other construction within the area of future development may include, without
implication of limitation, utility receivers, a golf course, a clubhouse, recreational amenities and other related incidental uses.

Section 3. **Expansion Not Mandatory.** 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 may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) 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 area of future development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

Section 4. **Additional Land.** Additional land may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer’s discretion. There are no restrictions upon the order in which portions of additional land may be added to the Condominium.

Section 5. **Restrictions.** All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

Section 6. **Limited Common Elements.** Developer may create Limited Common Elements upon additional land and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of the Developer.

**ARTICLE VII**

**CONTRACTION OF CONDOMINUM**

Section 1. **Right to Contract.** As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 78 Units on the land described in Article II hereof as shown on the Condominium Subdivision Plan. In future recorded amendments to this Master Deed, however, the Developer may elect to include additional Units which may be later removed from the Condominium. In any such event, Developer reserves the right, subject to prior approval of the Township, to withdraw from the project any Units, together with the land area on which they are proposed, which will be described and depicted as "contractible area" on the Condominium Subdivision Plan. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of additional Units hereinafter included in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 78.
Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to 6 years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

ARTICLE VIII
CONVERTIBLE AREAS

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

Section 2. Reservation of Rights to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion and subject to prior approval of the Township, during a period ending no later than six years from the date of recording this Master Deed, to enlarge, modify, merge or extend Units and/or General Common Elements and to create Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas above designated for such purpose to locate and relocate driveways, and/or to construct privacy areas, courtyards, atriums, patios, decks and other private amenities. Any private amenity other than a Unit extension shall be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion.

ARTICLE IX
OPERATIVE PROVISIONS

Any expansion, contraction or conversion in the project pursuant to Article V, Section 4 and Articles VI, VII or VIII above shall be governed by the provisions as set forth below.

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

Section 3. **Redefinition of Common Elements.** Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of driveways, roadways and sidewalks in the Project to any driveways, roadways and sidewalks that may be located on, or planned for the area of future development or the contractible area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractible area from the driveways, roadways and sidewalks located in the Project.

Section 3. **Consolidating Master Deed.** A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 4. **Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI, VII and VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

**ARTICLE X**
**PARTY WALL**

Section 1. **Party Wall.** Any wall partition which is built as a part of the Dwelling contained within any Unit separating such Dwelling from the Dwelling located on the adjoining Unit and placed on the boundary line between Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.
Section 2. **Repair and Maintenance.** The costs of reasonable structural repair and structural maintenance of the party wall shall be borne by the Association. The cost of maintenance and repair of the exterior of the party wall, including, without limitation, such attachments as insulation, wiring and drywall plaster, shall be borne solely by the Co-owner who makes use of or solely benefits from such exterior.

Section 3. **Destruction of Wall.** If the party wall is damaged or destroyed by fire or other casualty, the Association shall restore the wall to substantially its condition prior to such casualty and the expense of such restoration shall be borne by the Association.

Section 4. **Co-owner Responsibility for Repair.** In the event the party wall is damaged or destroyed through the act or omissions of a Co-owner, occupant or guest (whether or not such act or omission is negligent or otherwise culpable) so as to deprive the adjoining Co-owner of the full use and enjoyment of such wall, then the Co-owner causing such damage shall proceed to rebuild and repair the wall to substantially as good a condition as existed immediately prior to such damage or destruction and such responsible Co-owner shall bear the entire expense thereof including, if applicable, the expense of restoration of the exterior, including damaged attachments, of the party wall benefitting the other Owner. All such construction, however, shall be subject to the prior review and approval of the Board of Directors of the Association.

Section 5. **Right of Contribution.** The right of any Co-owner to contributions from any other Co-owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. **Modification of the Party Wall.** In addition to meeting other requirements of these restrictions and of any building code or similar regulations or ordinances, any Co-owner proposing to modify, make additions to or rebuild improvements in his unit in any manner which requires any alteration of the party wall shall first obtain the written consent of the adjoining Co-owner to such modification of the party wall. This consent shall be in addition to the approval required from the Association as set forth in Section 4 above.

Section 7. **Easement.** The Association shall enjoy a perpetual easement for the continued use and support of those portions of the party wall lying within the boundaries of a Unit.

**ARTICLE XI**

**LIMITED ACCESS COMMUNITY**

Section 1. **Limited Access Rights.** Royal Troon on the New Course at Indianwood is a community in which vehicular access by road is intended to be limited. In connection therewith, there may be constructed one or more electronic access gates, guardhouses or perimeter fences which will serve the Condominium and which may also be designed to serve other residential areas which adjoin the Condominium. However, the nature and extent of the limitations on access are not intended to be effective to preclude pedestrian access and there is not, nor can there be, any assurance that unauthorized persons can be excluded from the Condominium. Each Co-owner in Royal Troon on the New Course at Indianwood shall pay a
proportionate share of the expenses of perpetual maintenance of such electronic gates, guardhouses and fences, as are maintained in connection with the Condominium and adjoining developments, whether presently existing or added in the future. The Developer shall be entitled to retain all such easements as may be necessary with respect to such limited access facilities as are installed in the Condominium so as to effectively service adjoining residential communities with the same facilities. Likewise, the owner of the adjoining Golf Courses at Indianwood Golf Club and the members of the Golf Club shall have such easement rights as may be necessary to give them access to the limited access facilities should such access be granted to them by the Declarant under the terms and conditions of the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community.

Section 2. Emergency Vehicle Access Easement. Without limiting the foregoing, there shall exist for the benefit of the Charter Township of Orion or any emergency service agency, an easement over all roads in the condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, and other lawful governmental or private emergency services to the condominium project and co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public. There shall exist, however, for the benefit of any public authority having jurisdiction or any emergency service agency, perpetual easements for the use by municipal and/or emergency vehicles of the roadway in the Condominium Project for the purposes of ingress and egress to provide, without limitation, fire and police protection, water and sewer services, ambulance and rescue services, telephone, gas and electric services and services for cable television and other telecommunications, if installed, and other lawful governmental or private emergency services to the Condominium Project and the Co-owners thereof.

ARTICLE XII
ROYAL TROON COMMUNITY

Royal Troon on the New Course at Indianwood and the condominium Units within the project are subject to the terms and conditions of the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community as recorded in Oakland County Records and referred to in Article II of this Master Deed. The Association shall be responsible for the collection of any individual assessment collectible under the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community. These assessments are collectible as administrative expenses under Article II of the Bylaws and may be collected as provided in the Bylaws. Such assessments may be enforced by the use of all means available to the Association, under the Condominium Documents and by the law, for collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.
ARTICLE XIII
BASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any structure within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, or if for structural reasons support is needed outside the Unit, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls as the Developer or the Association may deem necessary for the installation, maintenance, repair, extension, replacement, enlargement of or tapping into all public or private utilities in the Condominium. Such easements shall also be for the benefit of the area of future development whether or not such land is hereafter added to the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successor. Developer has no financial obligation to support such easements, except that any dwelling using the roads, if such unit is not included within the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the portion of the roadway which is used, which share shall be determined pro rata according to the total number of Dwelling units allowed to use such portion of the drive. There shall exist easements of support with respect to any Dwelling interior wall which supports a Common Element.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) Access Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may be added or withdrawn from the Project as described in Article VI and VII, respectively, or any portion or portions thereof, easements for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Articles VI and VII, respectively. In order to achieve the purposes of this Article and of Articles VI and VII of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of the land described in Articles VI and VII by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium or in the area of future development, to go over and across, to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes and to connect or expand any easements as may be desirable to develop the Condominium or the area of future development. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance.
All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by this Condominium and any developed portions of the land described in Articles VI and VII, respectively, whose closest means of access to a public road is over such road or roads. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed Dwellings in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed Dwellings on the land described in Articles VI and VII, respectively, whose closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Construction and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

The Developer reserves the right at any time until the expiration of the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in the Property shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagor or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. Any such dedication shall be subject to rights of dedication and use reserved in the Declaration.

(b) Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Articles VI and VII, respectively, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles VI and VII, respectively, which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of Dwellings in this Condominium, and the denominator of which is comprised of the numerator plus all other Dwellings in the land described in Article VI and in VII that may be withdrawn from the Project which benefit from such mains; provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a
governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads which service Dwellings outside the Condominium Premises.

The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. 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 to this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title. All such grants shall be subject to rights reserved in the Declaration.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. Further, the Association shall not be responsible for any consequential damages, including without limitation damage to the personal property of a Co-owner whether within or outside the Unit, that may result from the Association's failure to timely undertake repairs for which it is
responsible. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to enter upon the Unit (but not inside the Dwelling) and the Limited Common Element appurtenant thereto (if any) and perform any required decoration, repair or replacement, all at the expense of the Co-owner of the Unit. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Included within and not limited by the foregoing is the right of the Developer or an affiliate to establish and sell to the Association and the Co-owners service for telecommunications within the Condominium Project. In pursuance thereof, the Developer may place telecommunications equipment owned by it at such locations on the Common Elements as it may deem appropriate and may furnish the telecommunications service to users outside the Condominium and shall have such easements as may be necessary to lay and maintain cables within the Common Elements in connection therewith. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Pedestrian Circulation Easements. Easements have been reserved over the pedestrian circulation path located within the Condominium in and for the benefit of owners of the properties comprising Royal Tycoon Community pursuant to the Declaration.
Section 7. **Indianwood Golf Club Community Easement.** Members and guests of the Indianwood Golf Club Community shall have the right to enter, on foot, the General Common Element lawn area and roads of the Condominium Premises for the sole purpose of retrieving golf balls that land within the Condominium Premises, and for pedestrian access through the Condominium Premises while playing the golf course, including without limitation the use of golf cart paths and other pedestrian paths that may be located within the Condominium. This easement does not permit members and guests of the Indianwood Golf Club Community to enter or cross over any other General Common Elements, or Limited Common Elements or Units without the permission of the Co-owner of the Unit involved. Further, golf balls that enter the Condominium Premises shall be considered out-of-play and no golf balls shall be played from within the Premises.

Section 8. **Other Community Easements.** The Developer or the Association shall have the right to grant such further easements, including without limitation, easements for maintaining, repairing and replacing the adjacent golf course, and lakes, and for use of paths established for walking, hiking, jogging, skiing, cycling and for access purposes for all of the foregoing over or with respect to General Common Elements of the Condominium as may be necessary or desirable in furtherance of development, community usage, coordinated maintenance and operation of Royal Troon Community and to confer responsibilities and jurisdiction for administration and maintenance of such easements upon the administrator of Royal Troon Community.

Section 9. **Private Roads.** The private roads as shown on the Condominium Subdivision Plan will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. In the event the Association fails to provide adequate maintenance, repair, or replacement of the hereinmentioned private roads, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof plus a 25% administrative fee may be assessed against the co-owners and collected as a special assessment on the next annual Township tax roll.

Section 10. **Retention Basin System and Storm Water Drainage System.** The costs of maintenance, repair, and replacement of any retention basin system and/or storm water drainage system shall be borne by the Association. In the event the Association fails to provide adequate maintenance, repair, or replacement of the retention basin system or the storm water drainage system, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof, plus a 25% administrative fee may be assessed against the co-owners and collected as a special assessment on the next annual Township tax roll.
ARTICLE XIV
AMENDMENT

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

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

Section 2. Mortgagee Consent. If the amendment will materially change the rights of mortgagees generally, then such amendment requires the consent of not less than two-thirds (2/3) of all first mortgagees of record. A mortgagee shall have one vote for each mortgage held.

Section 3. By the Developer. Pursuant to Section 90(l) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents, without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

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

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

Section 6. Developer Approval. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE XV
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 person or
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:

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

By Salt Land Works, Inc.
Its Member

By James B. Faycurry, President

By Mantua, L.L.C.,
Its Member

By Rinaldo A. Maffezzoli

By Rinaldo A. Maffezzoli

STATE OF MICHIGAN )
COUNTY OF OAKLAND )

On this 5th day of November, 1995, the foregoing Master Deed was acknowledged before me by Salt Land Works, Inc., James B. Faycurry, President, and Mantua, L.L.C., Rinaldo A. Maffezzoli, Member, both Members of Troon, L.L.C., a Michigan limited liability company.

Notary Public, Oakland County, Michigan
My commission expires

Master Deed drafted by:

John A. Marzer, Esq.
(Miller, Canfield, Paddock and Stone, P.L.C.
1400 N. Woodward Avenue, Suite 100
Bloomfield Hills, Michigan 48304

When recorded return to drafter

-24-
EXHIBIT C
ROYAL TROON HOMEOWNERS ASSOCIATION

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Royal Troon Homeowners Association, a residential Condominium Project located in Orion Township, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called 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, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. The Condominium Project is a SITE CONDOMINIUM WITH STRUCTURAL LIABILITY. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. 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. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. 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, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget 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 shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, 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 $5,000.00 annually for the entire Condominium Project, 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. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (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 requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $5,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 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 paragraph (b) (but not including those assessments referred to in subparagraph 2(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 60% of all Co-owners in number and value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) **Royal Troon Homeowners Association Assessments.** The Association shall collect a pro rata share from each Co-owner, in addition to the assessments set forth above, of all assessments levied against the Royal Troon Homeowners Association by the Royal Troon Community Association or such other person or entity as may be responsible for levying and collecting assessments under the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community. The default and enforcement provisions contained in Sections 3 and 5 of this Article II shall apply with respect to the collection of all such assessments levied by the Royal Troon Community Association. All such assessments collected from the Co-owners shall be paid over by the Association to the Royal Troon Community Association (or other such person or entity) on or before the due date established for the payment of such assessments by the Board of Directors of said Community Association (or other such person or entity).

Section 3. **Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners 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 rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. 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. An automatic late charge not exceeding $25 per installment per month may be added to each installment in default for 5 or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due
dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to Royal Toree Community by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges and fines by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. 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. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days’ written notice to such Co-owner of 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; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. 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 at public venue, pursuant to judicial proceedings, foreclosure by advertisement or any other means permitted by law 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 subparagraph 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.
(c) **Notice of Action.** 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 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 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 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant’s capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney’s fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to 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 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 elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney’s 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.

Section 6. **Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which acquires title to 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 7. **Developer’s Responsibility for Assessments.** During the period up to the time of the First Annual Meeting of Members held in accordance with provisions of Article IX, Section 2 hereof, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment (except with respect to occupied units that it owns). Developer, however, shall during the period up to the First Annual Meeting of Members pay a proportionate share of the Association’s current maintenance expenses actually incurred from time to time, except expenses related to maintenance and use of the Units in the Project and of the dwellings and other improvements constructed within or appurtenance to the Units that are not owned by the Developer. For purposes of the foregoing sentence, the Developer’s proportionate share of such expenses shall be based upon the ratio of completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment, until after
said First Annual Meeting of Members, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Occupied Units owned by it. Developer shall, however, maintain at its own expense any incomplete Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not completed notwithstanding the fact that such incomplete Units may have been depicted in the Master Deed. Further, Developer shall in no event be liable for any assessment, general or special, levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the Township of Orion of Oakland County.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. 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 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount 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 the 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 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the 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. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator’s decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV
INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen’s compensation insurance, if applicable, pertinent to the exterior structure and party wall structure of the residential dwellings in the units and to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner should obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner’s responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and for everything related to the dwelling other than the exterior structure and the party wall structure, including such attachments to such structures as
insulation, wiring, drywall and everything else that is interior, including any fixtures, equipment and trim (as referred to in subsection (b) below) 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 the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to 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) **Insurance of Common Elements and Fixtures.** 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 current insurable replacement value, excluding foundation, sewers, roads and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association’s insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association’s records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall not include anything other than the exterior and party wall structure, nor shall it include such attachments to such structures as insulation, wiring, drywall, interior walls, floors within any Unit, nor the pipes, wires, conduits and ducts contained therein nor shall it include any fixtures and equipment within a Unit. It shall be each Co-owner’s responsibility to determine the necessity for and to obtain insurance coverage for everything other than the exterior and party wall structure, including such attachments to such structures as insulation, wiring, drywall and everything else that is interior, including all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) **Premium Expenses.** All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate bank account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be
required as provided in Article V of these Bylaws, the proceeds of any insurance received by
the Association as a result of any loss requiring repair or reconstruction shall be applied for such
repair or reconstruction.

Section 2. **Authority of Association to Settle Insurance Claims.** Each Co-owner, by
ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association
as his true and lawful attorney-in-fact to act in connection with all matters concerning the
maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance
and workmen’s compensation insurance, if applicable, pertinent to the Condominium Project,
his Unit and the General 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, to collect and remit premiums therefor, to collect
proceeds and to distribute the same to the Association, the Co-owners and respective
mortgagees, as their interests may appear (subject always to the Condominium Documents),
to execute releases of liability and to execute all documents and to do all things on behalf of such
Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of
the foregoing.

**ARTICLE V**

**RECONSTRUCTION OR REPAIR**

Section 1. **Responsibility for Reconstruction or Repair.** If any part of the Condominium
Premises shall be damaged, the determination of whether or not it shall be reconstructed or
repaired, and the responsibility therefor, shall be as follows:

(a) **Partial Damage.** If the damaged property is a Common Element, the
property shall be rebuilt or repaired, unless it is determined by a unanimous vote of 80% of the
Co-owners in the Condominium that the Condominium shall be terminated.

(b) **Total Destruction.** If the Condominium is so damaged that no dwelling
is tenable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners
in number agree to reconstruction by vote or in writing within 90 days after the
destruction.

Section 2. **Repair in Accordance with Plans and Specification.** Any such reconstruction
or repair shall be substantially in accordance with the Master Deed and the plans and
specifications for 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. **Co-owner Responsibility for Repair.**

(a) **Definition of Co-owner Responsibility.** If the damage is only to a part of
the dwelling which is the responsibility of a Co-owner to maintain, repair and replace, it shall

-9-
be the responsibility of the Co-owner to maintain, repair and replace such damage in accordance with subsection (b) hereof. The responsibility for maintenance, repair and replacement of the exterior and party wall structures shall be that of the Association.

(b) **Damage to Interior of Dwelling.** Each Co-owner shall be responsible for the maintenance, repair and replacement for everything related to the dwelling other than the exterior and party wall structures, including such attachments to such structures as insulation, wiring, drywall and everything else that is interior, of the contents of his Unit, including, but not limited to, floors, floor coverings, window shades, draperies, interior walls, interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. If any other items located within a Unit are 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 institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. **Association Responsibility for Repair.** Except as otherwise provided in the Master Deed and in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. 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 cost thereof are insufficient, assessment shall be made against all Co-owners for 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. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. **Timely Reconstruction and Repair.** If damage to Common Elements or a dwelling adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within a reasonable time thereafter using its or his best efforts, after the date of the occurrence which caused damage to the property.

Section 6. **Eminent Domain.** Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit.** In the event of any taking of all or any portion of a Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, 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 his mortgagee, as their interests may appear.

(b) Taking of General Common Elements. 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-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 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) Continuation of Condominium After Taking. 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 of 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. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

(d) Notification of Mortgagees. 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 institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") (or the Federal National Mortgage Association) ("FNMA") then, upon written request therefor by FHLMC or FNMA, the Association shall give it 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 $10,000 in the amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds $1,000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit 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 Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.
ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use and in accordance with the ordinances of Orion Township.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell 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 manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in his discretion and shall not be subject to the foregoing, or the leasing procedures set forth in subsection (b) below, when leasing to individuals that hold a binding Purchase Agreement for a Unit in the Condominium and are waiting to close and move into the Unit.

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

1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, he shall notify either the Advisory Committee or each Co-owner in writing.

2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.
(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action

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

(ii) The Co-owner shall have 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.

(iii) If after 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 against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) 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’s Unit under a lease or rental agreement and the tenant, after receiving the notice, shall 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 constitute a breach of the rental agreement or lease by the tenant.

Section 3. Alterations and Modifications. 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, without limitation, exterior painting or the erection of antennas, lights, aerials, flags, awnings, doors, shutters, window air conditioning units, newspapers holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; providing, however, that any damage or expense or the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such
access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance, a nuisance or a safety hazard to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. 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 even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. Should the Association be granted certain limited rights to use the lakes and waterways within the Condominium Project, the exercise of such rights will be subject to rules and regulations developed by the Association.

Section 5. Pets. No animal may be kept or bred for any commercial purpose and 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 leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium 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 therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws 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. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association and/or revoke the privilege of a Co-owner to maintain a pet in the Condominium.
Section 6. **Aesthetics.** The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. 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. Vacant Units and Yard Areas must be neatly maintained with weeds cut and without accumulation of natural or other debris. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage appurtenant to that Co-owner’s Unit, provided that (i) storage of any items of personalty for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personalty which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof, washing of vehicles which are owned by a Co-owner or those residing with that Co-owner shall be permitted by these Bylaws in the Limited Common Element driveways of the Unit owned by that Co-owner, provided the Association shall have the right to establish reasonable rules and regulations for such washing, including the time and manner thereof.

Section 7. **Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car in the garage space provided therefor and shall park any additional car which he owns in the Limited Common Element driveway immediately adjoining his garage space. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited. Parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to
be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

Section 8. Advertising. Except as may be displayed by the Developer or any successor Developer, no signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including 'For Sale' signs, without written permission from the Association and, during the Development and Sales Period, from the Developer.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the rules and regulations. Such rules and regulations may include, without limitation, the imposition of speed limits for vehicular traffic on the roads in the Condominium and the uses to which the General Common Element Areas may be put. Such uses may include, without limitation, the employment of such General Common Element areas for jogging, hiking, walking, cycling or other purposes and uses consistent with the establishment and maintenance of Royal Troon on the New Course at Indianwood as a first-class residential community. All such restrictions shall be fairly and equitably administered for the benefit of all Co-owners. The purpose of such regulatory authority vested in the Association is to assure that all such amenities will be utilized in a reasonable, safe, orderly and environmentally sound manner with due regard for preservation of serenity, avoidance of congestion and maintenance of high community standards and with due consideration, as well, to the reasonable usage of the lake in relation to other lawful users thereof.

Section 10. Right of Access of Association. 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, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and Limited Common Elements appurtenant thereto as may be necessary to respond to emergencies or to make emergency repairs to prevent damage to the Common Elements or another Unit. 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 necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide 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
necessary 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 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association. No trees over three (3) inches in diameter may be removed from any Unit or its appurtenant Limited Common Elements without the consent of the Developer (during the Development and Sales Period) or the owner of the adjoining golf courses and the Association (after the Development and Sales Period ends).

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of recreational facilities, if any, in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 13. Co-owner Maintenance. 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 or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect 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 limited 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 14. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assignees, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or
landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Developer’s Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, advertising display signs, storage areas and 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 the Developer and may continue to do so during the entire Development and Sales Period and may continue to do so even after the conclusion of the Development and Sales Period and for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as condominiums within one mile from the perimeter of Royal Troon Community. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity, it desires, including the erection of any and all kinds of temporary facilities relative to the marketing, promotion of the Project, or other Developer activity within Royal Troon Community or the area within said one mile perimeter.

(c) **Enforcement of Bylaws.** The Condominium project 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-owners and all persons interested in the Condominium and in the Royal Troon Community. If at any time the Association or any Co-owner 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, then 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 Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

(d) **Developer’s Right to Maintain Signs.** The Developer reserves the right, until the termination of the Project, to maintain a sign on the Condominium Premises that reflects the name of the Project and identifies the involvement of the Developer, and/or any one of the Developer’s affiliates, in the development of the Project. The Developer is obliged to maintain the sign throughout the life of the Project.
Section 15. Non-Disturbance of Wetlands. A certain portion of the land within the Condominium may be a wetland which is protected by federal and state law. Under the provisions of the Goemaere-Anderson Wetland Protection Act, Public Act No. 203 of 1979, any disturbance of a wetland by depositing material in it, dredging or removing material from it, or draining water from the wetland may be done only after a permit has been obtained from the Department of Natural Resources or its administrative successor. The penalties specified in the Goemaere-Anderson Wetland Protection Act are substantial. In order to assure no inadvertent violations of the Goemaere-Anderson Wetland Protection Act occur no Co-owner may disturb the wetlands within the wetlands easements shown on the Condominium Subdivision Plan without obtaining: (1) written authorization of the Association; (2) any necessary municipal permits; and (3) any necessary state permits. The existence of the wetlands easements depicted on the Condominium Subdivision Plan is an absolute bar to construction of any improvements on the wetlands easements areas. The Association may assess fines and penalties as provided for in these Bylaws for violation of this Section 15 and may seek injunctive and/or equitable relief to protect the wetlands easements.

Section 16. Declaration of Easements, Covenants, Conditions and Restrictions for Royal Troon Community. The Declaration of Easements, Covenants, Conditions and Restrictions for Royal Troon Community as defined in Article III of the Master Deed is incorporated herein by reference and shall be binding upon all Co-owners and the Association to the extent applicable to the Condominium Project. In accordance with such Declaration, each Co-owner in Royal Troon shall abide by the provisions contained in said Declaration as it may be amended and by the rules and regulations that may be established from time to time as is provided in the Declaration.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit 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 60 days.

Section 2. Insurance. The Association shall 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 amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional 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

VOTING

Section 1. **Vote.** Except as provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned and one 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.

Section 2. **Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns.

Section 3. **Designation of Voting Representative.** 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. Such notice shall be signed and dated by 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.

Section 4. **Quorum.** The presence in person or by proxy of 35% 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 by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. **Voting.** Votes may be cast only in person 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.

Section 6. **Majority.** A majority, except where otherwise provided herein, shall consist of more than 50% 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 vote, if applicable, at a given meeting of the members of the Association.

**ARTICLE IX**

**MEETINGS**

Section 1. **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis’ Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. **First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% of the Units in Royal Troon Homeowners Association have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. **Annual Meetings.** Annual meetings of members of the Association shall be held on the third Tuesday of May each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these
Bylaws. The Co-owners may also transact at annual meetings such other business of the
Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special
meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition
signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any
special meeting shall state the time and place of such meeting and the purposes thereof. No
business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association
officer in the Secretary’s absence) to serve a notice of each annual or special meeting, stating
the purpose thereof as well as the time and place where it is to be held, upon each Co-owner
of record, at least 10 days but not more than 60 days prior to such meeting. The mailing,
postage prepaid, of a notice to the representative of each Co-owner at the address shown in
the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall
be deemed notice served. Any member may, by written waiver of notice signed by such
member, waive such notice, and such waiver, when filed in the records of the Association, shall
be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum
is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less
than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members
shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b)
proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d)
reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual
meetings or special meetings held for the purpose of electing Directors or officers); (g) election
of Directors (at annual meetings or special meetings held for such purpose); (h) unfinished
business; and (i) new business. Meetings of members shall be chaired by the most senior officer
of the Association present at such meeting. For purposes of this Section, the order of seniority
of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the
members (except for the election or removal of Directors) may be taken without a meeting by
written ballot of the members. Ballots shall be solicited in the same manner as provided in
Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a)
the number of responses needed to meet the quorum requirements; (b) the percentage of
approvals necessary to approve the action; and (c) the time by which ballots must be received
in order to be counted. The form of written ballot shall afford an opportunity to specify a
choice between approval and disapproval of each matter and shall provide that, where the
member specifies a choice, the vote shall be cast in accordance therewith. Approval by written
ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i)
a number of ballots which equals or exceeds the quorum which would be required if the action
were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of
votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. **Consent of Absentees.** The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. **Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

**ARTICLE X**

**ADVISORY COMMITTEE**

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 3 of the nondeveloper Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the nondeveloper Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

**ARTICLE XI**

**BOARD OF DIRECTORS**

Section 1. **Number and Qualification of Directors.** The Board of Directors shall be comprised of 3 members. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members of the Association or officers, partners, trustees,
employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors shall be comprised of 3 persons and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The term of office shall be 2 years. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, at least 1 Director and not less than 25% of the Board of Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, not less than 1/3 of the Board of Directors shall be elected by non-developer Co-owners. When the required number of conveyances have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Additional non-developer Co-owners may also be elected to the Board or removed therefrom at the Developer's pleasure.

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

(1) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, the nondeveloper Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established.
in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 Director as provided in subsection (i).

(4) At the First Annual Meeting 2 Directors shall be elected for a term of 2 years and 1 Director shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 2 persons receiving the highest number of votes shall be elected for a term of 2 years and the person receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 1 or 2 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 1 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(5) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

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

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association, it is expressly understood that the Association may from time to time convey portions of the property underlying the General
Common Elements to the owner of the Indianwood Golf and Country Club which, in the opinion of the Board of Directors, not necessary or desirable for the Condominium.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

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

(j) To enforce the provisions of the Condominium Documents.

(k) To collect from each Co-owner his prorata share of all assessments levied against the Association under the Declaration of Easements, Covenants, Conditions and Restrictions for Royal Troon Community as defined in Article III of the Master Deed and to pay such assessments to the person or entities entitled thereto under the aforesaid Declaration.

(i) To delegate to Royal Troon Community Association, as established pursuant to the Declaration, such of the Association’s responsibilities for maintenance, repair, replacement, operation and administration of the Common Elements as the Board may, in its discretion, deem appropriate from time to time. Further, the Board shall comply with and adhere to such standards of maintenance, repair, replacement, operation and administration for condominium projects and other residential developments within Royal Troon Community as may be determined from time to time by Royal Troon Association.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional 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 Sections 3 and 4 of this Article, 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 professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 5. **Vacancies.** Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. **Removal.** At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. **First Meeting.** The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for such meeting.
Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.
(a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association’s funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. **Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. **Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.
ARTICLE XIII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.
ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association 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 Association, 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, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the 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 Association. 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 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers’ and directors’ liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee, including, without limitation, amendments either altering or confirming the size of the Board of Directors as provided in Article XI, Section 2.
Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws 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 XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney’s 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’s fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, 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 exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. 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 in accordance with the provisions of Article XX thereof.

Section 5. Non-waiver of Right. 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 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one 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.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant; or guest of any provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed
responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of the Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at his option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) Default. Failure to respond to the Notice of Violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. Twenty-Five Dollars ($25.00) fine.

(c) Third Violation. Fifty Dollars ($50.00) fine.

(d) Fourth Violation and Subsequent Violations. One Hundred Dollars ($100.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XIX of the Bylaws.
Section 5. **Developer Exempt From Fines.** The Association shall not be entitled to assess fines against the Developer during the Development and Sales Period for any alleged violations of the Condominium Documents but shall be remitted solely to its other legal remedies for redress of such alleged violations.

**ARTICLE XXI**

**RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter 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 in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

**ARTICLE XXII**

**SEVERABILITY**

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such 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.
STATE OF MICHIGAN  
OAKLAND COUNTY CIRCUIT COURT  

RICHARD BONE AND JACQUELIN BONE,  
Individually, derivatively on behalf of ROYAL 
TROON HOMEOWNERS ASSOCIATION, and  
as a representative party on behalf of all members 
of Royal Troon Homeowners Association,  

Plaintiffs,  

v  

ROYAL TROON HOMEOWNERS ASSOCIATION,  
ROBERT BEAN, RONALD FOLBIGG, JAMES  
BUDD JEWELL a/k/a BUDD JAMES JEWELL,  
DOUGLAS MCKAY, SCOTT HEIZER, MACLEISH  
BUILDING, INC., and JDT COMPANY LLC,  

Defendants.  

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VERIFIED FIRST AMENDED COMPLAINT  

Richard Bone and Jacquelin Bone ("Plaintiffs") state:  

PARTIES, JURISDICTION AND VENUE  

1. Plaintiffs are:  

(a) Co-owners of Royal Troon on the Course at Indianwood (the  
"Condominium Project"), located in Orion Township, Oakland County, Michigan;
(b) the owners of Condominium Project unit 46, more commonly known as 50 Burniah Lane, Orion Township, MI 48363 ("Plaintiffs’ Unit"); and

(c) members of Royal Troon Homeowners Association (the "Association").

2. The Association is:

(a) a Michigan non-profit corporation with its registered address in Troy, Oakland County, Michigan; and

(b) organized on a membership basis.

3. Robert Bean is:

(a) a director and member of the Association; and

(b) a resident of Orion Township, Oakland County, Michigan.

4. Ronald Folbigg is:

(a) a director, president and member of the Association; and

(b) a resident of Orion Township, Oakland County, Michigan.

5. James Budd Jewell ("Jewell") is:

(a) also known as Budd James Jewell;

(b) a director and member of the Association; and

(c) a resident of Orion Township, Oakland County, Michigan.

6. Douglas McKay is:

(a) a director and member of the Association; and

(b) a resident of Orion Township, Oakland County, Michigan.

7. Scott Heizer is:

(a) a director and member of the Association; and
(b) a resident of Orion Township, Oakland County, Michigan.

Robert Bean, Ronald Folbigg, James Jewel, Douglas McKay and Scott Heizer are hereinafter collectively referred to as the “Directors.”

8. MacLeish Building, Inc. (“MacLeish”) is a Michigan corporation with its registered address in Troy, Oakland County, Michigan.

9. JDT Company LLC (“JDT”) is a Michigan limited liability company with its registered address in Troy, Oakland County, Michigan.

10. The transactions or occurrences giving rise to, and the real property which is at issue by, this Complaint occurred in Orion Township, Oakland County, Michigan.

11. Venue is proper in this Court pursuant to MCL 600.1621(a) and 600.1627.

12. Pursuant to MCL 600.605 and 600.8301(1), this Court has jurisdiction because the amount in controversy, exclusive of costs and interest, exceeds $25,000.

DIRECT STANDING

13. Pursuant to MCL 559.207, as Co-owners of the Condominium Project, Plaintiffs may maintain an action against the Association and the Directors to gain compliance with the Condominium Project’s “Master Deed,” “Articles of Incorporation” and “Bylaws,” and the Association’s rules and regulations (collectively, the “Condominium Documents”).

14. Pursuant to MCL 559.215(1), as Co-owners adversely affected by a violation of the Condominium Documents or the Michigan Condominium Act, MCL 559.101 et seq. (the “Condominium Act”) Plaintiffs may bring an action for relief in this Court to gain compliance with the Condominium Documents and the Condominium Act.

15. Plaintiffs made pre-lawsuit efforts to procure action from the Directors regarding the matters described in this Complaint, but they did not take any action.
16. Pursuant to MCL § 450.2489, Plaintiffs, as members of the Association, may bring an action in this Court to establish that the acts of the Directors are illegal, fraudulent, or willfully unfair and oppressive to the Association or its members.

**DERIVATIVE STANDING**

17. Under the Michigan Nonprofit Corporation Act, MCL § 450.2101, *et seq.*, as members of the Association, Plaintiffs may bring an action on behalf of the Association to compel the Directors to take affirmative action or to cease action in violation of the Condominium Documents and/or law.

18. On June 11, 2021 and July 23, 2021, Plaintiffs, through their counsel, made written demands on the Association to take action in accordance with the allegations made herein.

19. On August 27, 2021, Plaintiffs, through their counsel, again demanded the Association take action in accordance with the allegations made herein, and stated that the Association would suffer irreparable injury if Plaintiffs were to wait for the expiration of the 90-day period provided for in MCL 450.2493a(b) to commence a derivative proceeding on behalf of the Association. They further stated that, if the demanded action was not taken by August 30, 2021, Plaintiffs would amend the original complaint in this case to include a derivative action on behalf of the Association against the Directors.

20. The Association did not reply to any of the demands referenced in paragraph 18, above; and, although it replied to the demand referenced in paragraph 19 above, it failed to take any action demanded by Plaintiffs.
21. Irreparable injury to the Association will result by waiting for the expiration of the 90-day period provided for in MCL 450.2493a(b) to commence this derivative proceeding on behalf of the Association.

22. Plaintiffs bring this action to, among things, compel the Association’s and the Directors’ performance under the Condominium Documents.

23. Plaintiffs are members of the Association, and were members of the Association at the time of the acts or omissions of which they complain, or became members through a permitted transfer by operation of law from a person that was a member at that time.

24. Plaintiffs can and will fairly and adequately represent the Association’s interests.

25. Plaintiffs bring this action in their individual capacities and in the right of the Association, on behalf of its members, as a derivative action pursuant to MCL 450.2492a.

**CLASS STANDING**

26. Pursuant to MCR 3.501, one or more members of a class may sue as representative parties on behalf of all members in a class.

27. Every other Co-owner of the Condominium Project (the “Other Co-Owners”) has, to some degree, suffered damages similar to those of Plaintiffs as a result of Defendants’ acts and/or omissions.

28. The joinder of all individual Other Co-Owners, of which there are approximately 61, would be impractical.

29. The questions of law and fact common to all Condominium Project Co-Owners predominate over any questions affecting only certain individual Co-Owners.

30. The claims of Plaintiffs are typical of the claims of all Other Co-Owners.
31. Plaintiffs will fairly and adequately assert and protect the interests of all Condominium Project Co-owners.

32. Permitting Plaintiffs to represent the interests of all Condominium Project Co-Owners will be superior to other available methods of adjudication in promoting the convenient administration of justice and judicial economy.

**GENERAL ALLEGATIONS**

33. Pursuant to Articles of Incorporation Article II, the purposes for which the Association was formed include, among other things, to:

   (a) manage, administer and maintain the Condominium Project; *Article II(a)*;

   (b) levy and collect assessments against and from its members, as to use the proceeds thereof for the Association’s purposes; *Article II(b)*;

   (c) do anything “required of or permitted to it as administrator” of the Condominium Project; *Article II(j)*;

   (d) enforce the provisions of the Condominium Project’s “Master Deed” and “Bylaws,” as well as the Articles of Incorporation rules and regulations (collectively, the “Condominium Documents”); *Article II(i)*; and

   (e) do anything and/or use any of its “powers necessary, incidental or convenient to,” among other things, the administration, management and operation of the Condominium Project “and to the accomplishment of any of the purposes thereof;” *Article II(k)*.

A copy of the Articles of Incorporation is attached as Exhibit A.
34. The Association was and is subject to a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community, as recorded in Liber 16001 at Pages 587 through 597, Oakland County Records, as later amended and restated (the "Declaration"); *Master Deed, Articles II and XII.*

35. Pursuant to the Master Deed:

(a) the Association shall administer, operate, manage and maintain the Condominium Project; *Article III, § 2*;

(b) a "Unit" is a single residential building site in the Condominium Project; *Article III, § 18*;

(c) a "Co-owner" is one who owns one or more Units in the Condominium Project; *Article III, § 10*;

(d) the percentage of value assigned to each Unit is equal; *Article V, § 2*;

(e) the Association is responsible to collect any individual assessment that is collectible under the Declaration; *Article XII*;

(f) each Co-owner has "undivided and inseparable rights to share with other Co-owners the Common Elements . . . ;” *Article I*;

(g) "Common Elements" are "the General and Limited Common Elements described in" Master Deed Article IV; *Article III, § 4*;

(h) the Condominium Project’s land, as described in Master Deed Article II, the elements of which are not identified as Limited Common Elements, are "General Common Elements;” *Article IV, § 1(a)*; and
(i) Co-owners are not permitted to use their unit or Common Elements “in any manner which will interfere with the rights of any other Co-owner in the use and enjoyment of [their] Unit or the Common Elements.” Article IV, § 4.

Copies of the Master Deed (without exhibits) and amendments are attached as Exhibit B.

36. Pursuant to the Bylaws:

(a) the Association shall levy against the Units and the Co-owners thereof all expenses arising from the management, administration and operation of the Association; Article II;

(b) the Association’s board of directors may make special assessments; Article II, § 2(b);

(c) all assessments levied against Co-owners to cover expenses of administration of the Association shall be apportioned among, and paid by, the Co-owners in accordance with the percentage of value allocated to each Unit in Master Deed Article V; Article II, § 3;

(d) the Association shall collect a pro rata share from each Co-owner of all assessments levied against the Association by the Royal Troon Community Association or such other persons who may be responsible for levying and collecting assessments under the Declaration; Article II, § 2(c);

(e) the Association has certain remedies to enforce delinquent assessments, including filing a lawsuit for a money judgment or by foreclosure of the statutory lien provided by MCL 559.208, which secures payment of assessments; Article II, § 5;
(f) any Co-owner in default of the Condominium Documents entitles the Association or an aggrieved Co-owner to take legal action which may include request for damages, injunctive relief and/or foreclosure of lien; and if such action is taken by the Association and it is successful, it shall be entitled to recover costs and reasonable attorney fees, which are not limited to statutory fees; Article XIX, §§ 1 and 2;

(g) all Co-owners are subject to, and shall comply with, the Condominium Act; Article XVII;

(h) a Co-owner may maintain an against the Association and its directors to compel them to enforce the Condominium Documents, and against another Co-owner for injunctive relief and/or damages for noncompliance with the Condominium Documents or the Condominium Act; Article XIX § 7;

(i) the Directors are responsible to:

(a) manage and administer the affairs of, and maintain, the Condominium Project and its common elements; Article XI, § 4(a);

(a) levy and collect assessments from Association members; Article XI, § 4(b);

(b) enforce the provisions of the Condominium Documents; Article XI, § 4(j); and

(c) collect from each Co-owner their pro rata share of all assessments levied against the Association under the Declaration; Article XI, § 4(k);

and
(j) a Co-owner may maintain an action against the Association and its
directors to compel them to enforce the terms and provisions of the Condominium
Documents.

A copy of the Bylaws is attached as Exhibit C.

37. On March 17, 2009, JDT acquired title to the following 14 Units (the “JDT
Units”), and thus became a Co-owner and a member of the Association: Unit Nos. 13, 14, 33, 34,
35, 36, 37, 38, 41, 42, 47, 48, 67 and 68.

38. No assessments arising from the management, administration and operation of the
Association have ever been levied against the JDT Units and/or JDT, or collected from JDT.

39. No collection has been ever been made by the Association from JDT for any
assessment levied against the Association that is collectible under the Declaration.

40. MacLeish’s principal, Daniel D. MacLeish, holds a 1/3 interest in JDT.

41. MacLeish is JDT’s contracted builder for the JDT Units. A copy of that written
contract, if any, is in MacLeish’s and/or JDT’s possession.

42. JDT and MacLeish intend to build residential duplex-style structures on at least
12 of the JDT Units (the “Proposed Development”), including Units 47 and 48, which are next
door to Plaintiffs’ Unit.

43. The Proposed Development does not comply with the setback requirements of:
   (a) the Condominium Project’s re-platted Subdivision Plan (the “Plan,”
   i.e., Exhibit B to the Master Deed, as amended) [the “Plan Setback”]; or
   (b) Orion Township’s zoning ordinance (the “Zoning Setback”).

A copy of the Plan is attached as part of Exhibit B (Master Deed first amendment).
44. To accomplish the Proposed Development, MacLeish, acting on behalf of JDT and in its own interests, appealed (the "Variance Appeal") to the Orion Township Zoning Board of Appeals (the "Zoning Board") for variances (the "Variances"), for all JDT Units other than Unit Nos. 13 and 14, from the Plan Setback and the Zoning Setback.

45. The Association, on its own and through its constituted Board of Directors; i.e., the Directors, support, and have otherwise consented to:

(a) the Proposed Development (the "Proposed Development Consent");

and

(b) granting the Variance Appeal (the "Variance Consent").

46. Robert Bean communicated his support of the Variance Appeal in writing to the Zoning Board.

47. At a meeting among MacLeish and interested Co-owners, Ronald Folbigg:

(a) indicated that he was in favor of the Variance Appeal and the Proposed Development because the Association would then receive funds from the sale of the prospective Units to buyers; and

(b) did not indicate that the Association should have been assessing JDT since it became a Co-owner, and collecting assessments from it.

48. Notwithstanding the fact that Ronald Folbigg, Jewell and Douglas McKay have supported the Variance Appeal and the Proposed Development, they stated to Richard Bone that, as they relate to Unit Nos. 47 and 48, the Variance Appeal and the Proposed Development are wrong and inappropriate because the structure proposed to be built thereon would be too close to Plaintiffs' Unit and Unit No. 49.
49. The Variance Appeal and the Proposed Development should not have been, and
should not continue to be, supported by the Association and the Directors because:

(a) there are no special conditions which would involve practical
difficulties in developing the applicable JDT Units if a literal enforcement of Orion
Townships’ zoning ordinance was made;

(b) there are no exceptional or extraordinary circumstances or
conditions of the JDT Units’ lots which do not generally apply to other Unit lots;

(c) the Variances are not necessary for JDT to preserve and enjoy a
substantial property right possessed by other Co-owners;

(d) if the Variances are granted, and MacLeish and JDT build in
accordance with the Variances and the Proposed Development, it would materially
injure other property in the Condominium Project because:

(a) in contravention of the Plan, the structure to be built
on JDT Unit No. 47 would be only: (1) ten feet from Plaintiffs’ only
walkway to the entrance to Plaintiffs’ Unit, and four feet from their
shrub bed which is adjacent to such walkway—as measured from
the corner of the proposed JDT Unit structure; and (2) 13.8 feet from
the covered front porch of Plaintiffs’ Unit, and six feet from such
shrub bed—as measured from the side wall of the proposed JDT
Unit structure;

(b) in contravention of the Plan, the structures to be built
on other JDT Units would be closer to their neighboring structures
than is permitted under the Plan;

(c) Plaintiffs’ and other Co-owners’ enjoyment of their
Units will be significantly degraded; and

(d) the value of Plaintiffs’ and other Co-owners’ Units
will be reduced;
(e) three of the Directors (constituting a majority of the Association’s board of directors) believe that, at least with respect to Unit Nos. 47 and 48, they are wrong and inappropriate;

(f) they would result in the failure to maintain the Condominium Project as a beautiful and harmonious residential development, as required by Bylaws Article VI § 14(a); and

(g) they would result in JDT and MacLeish illegally, and in contravention of the Condominium Documents and the Condominium Act, building on land which is comprised of General Common Elements because such land is beyond the Plan Setback and is not comprised of Limited Common Elements.

50. If the Variances are granted, and JDT and MacLeish build in accordance with them and the Proposed Development, it would also result in:

(a) JDT expropriating and/or usurping General Common Elements without authority to do so; and

(b) an effective partition of General Common Elements which is illegal under MCL 559.137(6).

51. The Proposed Development does not conform to the Condominium Documents because it would:

(a) result in the JDT Units being closer to neighboring Units than is permitted under the Plan;

(b) switch the orientation of the structures so that the main JDT Units’ entrances would face the street, rather than have the main entrances face the
neighboring Units’ main entrances which are on the side of the Units; thus presenting them with unattractive side-views of the JDT Units;

(c) otherwise be out of conformity with the Condominium Project’s aesthetic character;

(d) result in JDT and MacLeish building on land which is General Common Elements; and

(e) result in JDT usurping General Common Elements.

52. Pursuant to MCL 559.165, as a Co-owner, JDT is required to comply with the Condominium Documents and the Condominium Act.

**COUNT I – ASSOCIATION - BREACH OF CONDOMINIUM DOCUMENTS**

53. Plaintiffs restate the allegations set forth in paragraphs 1 through 52.

54. Plaintiffs bring this claim individually and in a representative capacity on behalf of the Other Co-Owners.

55. Despite JDT having been a Co-owner since March 17, 2009, the Association has not:

(a) levied against the JDT Units, or collected from JDT, any expenses arising from the management, administration and operation of the Association, as is required by Articles of Incorporation Article II(b);

(b) collected from JDT any individual assessment that is collectible under the Declaration, as is required by Master Deed, Article XII;

(c) levied against the JDT Units and JDT any assessments arising from the management, administration and operation of the Association, as is required by Bylaws Article II;
(d) taken enforcement action against JDT with regard to any assessments that may have been made, in accordance with Bylaws Article II, § 5; or

(e) taken legal action against JDT which is authorized under Bylaws Article XIX § 1.

The inaction specified in paragraph 55(a) through (e) is hereinafter referred to as the “Association Failures to Levy and Collect.”

56. The Association Failures to Levy and Collect constitute breaches (the “Association Levy Breaches”) of the Condominium Documents, including:

(a) Articles of Incorporation Article II(b); requiring it to levy and collect assessments against and from its members, and to use the proceeds thereof for the Association’s purposes;

(b) Master Deed Article XII; requiring it to collect from JDT any individual assessment that is collectible under the Declaration;

(c) Bylaws Article II; requiring it to levy against the JDT Units and JDT any assessments arising from the management, administration and operation of the Association;

(d) Bylaws Article II, § 5, for enforcement action against JDT with regard to any assessments that may have been made;

(e) Bylaws Article XIX § 1, for legal action against JDT for failure to comply with the Condominium Documents;

(f) Articles of Incorporation Article II(i); requiring it to enforce the Condominium Documents;
(g) Articles of Incorporation Article II(a); requiring it to manage and administer its affairs; and

(h) Master Deed Article III, § 2; requiring it to administer, operate, manage and maintain the Condominium Project.

57. The Variance Consent and the Proposed Development Consent constitute:

(a) abuses of discretion by the Association (the "Association Abuse"); and

(b) breaches of the Condominium Documents (the "Association Consent Breaches"), including:

(i) Articles of Incorporation Article II(a); requiring it to manage and administer its affairs;

(ii) Articles of Incorporation Article II(i); requiring it to enforce the Condominium Documents; and

(iii) Master Deed Article III, § 2; requiring it to administer, operate, manage and maintain the Condominium Project.

58. As a result of, among other things, the Association Levy Breaches, the Association Abuse, the Association Consent Breaches, the Variance Consent and/or the Proposed Development Consent (collectively, the "Association Misconduct"), the Association is in violation of the Condominium Documents.

59. Plaintiffs and the Other Co-owners have suffered, and will continue to suffer, irreparable harm for which there is no adequate remedy at law as a result of the Association Misconduct, unless the Association is compelled to:

(a) levy against the JDT Units, and collect from JDT, all assessments which, pursuant to the Condominium Documents, should have been made since March 17, 2009, and continue to levy and collect such assessments; and
(b) oppose the Proposed Development.

60. Plaintiffs have a substantial likelihood of success on the merits because it is manifest that the Association has violated the Condominium Documents.

61. The Association will suffer no harm from injunctive relief as the requested relief simply requires it to act in the manner in which it is already legally required to act.

62. The public will not be harmed by injunctive relief, and, in fact, the interest of the public will be served through the enforcement of the law.

63. Note, Plaintiffs are not required to prove irreparable harm in order to enforce the terms of the Condominium Documents. *Oosterhouse v Brummel*, 343 Mich 283 (1955); *Terrien v Zwit*, 467 Mich 56 (2002); *Carroll v El Dorado Estates Div II Ass 'n*, 680 P2d 1158 (Alaska 1984); and *Morris v Kadrmas*, 812 P2d 549 (Wyoming 1991).

64. Pursuant to MCL § 559.215, the Court may award costs to a person adversely affected by a violation of any provision of an agreement or a master deed.

65. Plaintiffs have been adversely affected by the Association Misconduct.

**ACCORDINGLY,** Plaintiffs respectfully request the Court to: (a) enter an order requiring the Association to: (i) forthwith levy against the JDT Units, and collect from JDT, all assessments which, pursuant to the Condominium Documents (inclusive of, among other things, the Declaration), should have been made since March 17, 2009; (ii) continue to levy and collect such assessments in the future; (iii) require, and pursue any necessary legal action against, the Directors to reimburse the Association for all assessments which should have been levied against the JDT Units and collected from JDT, but which, for any reason, cannot be made and/or collected, including interest, costs and reasonable attorney fees; and (iv) forthwith take all legal action necessary to oppose the Variance Appeal and the Proposed Development, and ensure that JDT and MacLeish
build upon the JDT Units only in strict compliance with the Condominium Documents and the approved site plan; and (b) enter a judgement against the Association for costs, interest, and reasonable attorney’s fees which Plaintiffs incur, and any other monetary relief that may be established, and order such additional relief as the Court deems appropriate.

**COUNT II – DIRECTORS – MEMBERSHIP OPPRESSION**

66. Plaintiffs restate the allegations set forth in paragraphs 1 through 52, and 55 through 58.

67. Plaintiffs bring this claim individually, in a representative capacity on behalf of the Other Co-Owners, and in a derivative capacity on behalf of the Association.

68. Despite JDT being a Co-owner since March 17, 2009, the Directors have not caused the Association to:

   (a) levy and collect assessments from JDT, as was required by Bylaws, Article XI, § 4(b);

   (b) collect from JDT its pro rata share of all assessments levied against the Association under the Declaration, as was required by Bylaws, Article XI, § 4(k);

   (c) levy against the JDT Units, or collect from JDT, any expenses arising from the management, administration and operation of the Association, as the Association was required to do by Articles of Incorporation Article II(b);

   (d) collect from JDT any individual assessment that is collectible under the Declaration, as the Association was required to do by Master Deed Article XII;
(e) levy against the JDT Units and JDT any assessments arising from the management, administration and operation of the Association, as the Association was required to do Bylaws Article II;

(f) take enforcement action against JDT with regard to any assessments that may have been made, as the Association was authorized to do by Bylaws Article II, § 5; or

(g) take legal action against JDT, as the Association was authorized to do under Bylaws Article XIX § 1.

The inaction specified in paragraph 68(a) through (g) is hereinafter referred to as the “Director Failures to Levy and Collect.”

69. The Director Failures to Levy and Collect constitute breaches (the “Director Levy Breaches”) of their duties under the Bylaws, including:

(a) Article XI, § 4(a); requiring them to manage and administer the affairs of, and maintain, the Condominium Project and its Common Elements;

(b) Article XI, § 4(b); requiring them to levy and collect assessments from Association members;

(c) Article XI, § 4(j); requiring them to enforce the provisions of the Condominium Documents; and

(d) Article XI, § 4(k); requiring them to collect from each Co-owner their pro rata share of all assessments levied against the Association under the Declaration.

70. The Variance Consent and the Proposed Development Consent constitute:

(a) abuses of discretion by the Directors (the “Director Abuse”); and
(b) breaches of the Directors’ duties under the Bylaws (the “Director Consent Breaches”), including:

(i) Article XI, § 4(a); requiring them to manage and administer the affairs of, and maintain, the Condominium Project and its Common Elements; and

(ii) Articles XI, § 4(j); requiring them to enforce the provisions of the Condominium Documents.

71. As a result of, among other things, the Director Levy Breaches, the Director Abuse, the Director Consent Breaches, the Association Misconduct, the Variance Consent and/or the Proposed Development Consent (collectively, the “Director Misconduct”), the Directors are in violation of the Condominium Documents.

72. Pursuant to MCL 450.2489:

(a) as Association members, Plaintiffs may bring an action to establish that the Directors’ acts are willfully unfair and oppressive to the Association or its members; and

(b) if Plaintiffs establish grounds for relief, the Court may, among other things, direct and prohibit the acts of the Directors and the Association, and enter an injunction against their resolution or other acts.

73. The Directors have engaged, and continue to engage, in willfully outrageous and oppressive conduct, including, the Director Misconduct, which substantially interferes with the rights or interests of Plaintiffs, the Other Co-owners and the Association.

74. Plaintiffs, the Other Co-owners and the Association have suffered, and will continue to suffer, irreparable harm for which there is no adequate remedy at law as a result of the Director Misconduct, unless the Directors are compelled to:
(a) cause the Association to levy against the JDT Units, and collect from JDT, all assessments which, pursuant to the Condominium Documents, should have been made since March 17, 2009, and continue to levy and collect such assessments; and

(b) oppose, and cause the Association to oppose, the Proposed Development.

75. Plaintiffs have a substantial likelihood of success on the merits because it is manifest that the Directors have violated the Condominium Documents and otherwise acted in a willfully oppressive manner toward the Association, Plaintiffs and the Other Co-owners.

76. The Directors will suffer no harm from injunctive relief as the requested relief simply requires them to act in the manner in which they are already legally required to act.

77. The public will not be harmed by injunctive relief, and, in fact, the interest of the public will be served through the enforcement of the law.

78. Note, Plaintiffs are not required to prove irreparable harm in order to enforce the terms of the Condominium Documents. Oosterhouse v Brummel, 343 Mich 283 (1955); Terrien v Zwit, 467 Mich 56 (2002); Carroll v El Dorado Estates Div II Ass’n, 680 P2d 1158 (Alaska 1984); and Morris v Kadrmas, 812 P2d 549 (Wyoming 1991).

79. Pursuant to MCL 450.2497(b), the Court may order the Association to pay Plaintiffs’ reasonable expenses, including reasonable attorney fees, incurred in this proceeding.

80. Pursuant to MCL 559.206 and Bylaws Article XIX § 2, the Court may order the Directors to pay costs and reasonable attorney fees to the Association, which are not limited to statutory fees.
ACCORDINGLY, Plaintiffs respectfully request the Court to: (a) enter an order requiring the Directors to: (i) forthwith cause the Association levy against the JDT Units, and collect from JDT, all assessments which, pursuant to the Condominium Documents, should have been made since March 17, 2009; (ii) cause the Association to continue to levy and collect such assessments in the future; (iii) reimburse the Association for all assessments which should have been levied against the JDT Units and collected from JDT, but which, for any reason, cannot be made and/or collected, including interest, costs and reasonable attorney fees; and (iv) forthwith take, and cause the Association to take, all legal action necessary to oppose the Variance Appeal and the Proposed Development and ensure that JDT and MacLeish build upon the JDT Units only in strict compliance with the Condominium Documents and the approved site plan; (b) enter a judgment against the Directors, jointly and severally, and/or the Association for the amount of all assessments which should have been levied against the JDT Units and collected from JDT, but which, for any reason, cannot be made and/or collected, including interest, costs and reasonable attorney fees; (c) order the Association to pay Plaintiffs' reasonable expenses, including reasonable attorney fees, incurred in this proceeding; and order such additional relief as the Court deems appropriate.

COUNT III – JDT AND MACLEISH - INJUNCTION

81. Plaintiffs restate the allegations set forth in paragraphs 1 through 52.

82. Plaintiffs bring this claim individually, in a representative capacity on behalf of the Other Co-Owners, and in a derivative capacity on behalf of the Association.

83. Upon information and belief, MacLeish not only has an ownership interest in JDT, but is the driving force behind the Proposed Development and the Variance Appeal.

84. MacLeish is effectively an alter-ego of JDT.
85. By supporting and causing to be filed the Variance Appeals, and furthering the Proposed Development, JDT and MacLeish failed to comply with the Condominium Documents by, among other things (the “Noncompliance”), trying to:

(a) make changes to the General Common Elements without the express written approval of the Directors; Bylaws Article VI § 3;

(b) unlawfully seize General Common Elements; Bylaws Article VI § 4;

(c) alter the beautiful and harmonious appearance of the Condominium Project; Bylaws Article VI § 14(a); and

(d) otherwise subvert the spirit and provisions of the Condominium Documents and the Condominium Act; Bylaws Article XVII.

86. The Noncompliance is also a violation of the Condominium Act; MCL 559.165.

87. Plaintiffs are aggrieved by the Noncompliance.

88. Pursuant to Bylaws Article XIX §§ 1 and 2, Plaintiffs and/or the Association may take legal action against JDT and MacLeish, which may include injunctive relief; and, if the Association is successful, it is entitled to recover costs and reasonable attorney fees, which are not limited to statutory fees.

89. Plaintiffs, the Other Co-owners and the Association have suffered, and will continue to suffer, irreparable harm for which there is no adequate remedy at law as a result of the Noncompliance, the Variance Appeal and/or the Proposed Development unless JDT and MacLeish are compelled to permanently withdraw the Variance Appeal, cease the Proposed Development, and to build upon the JDT Units in strict compliance with the Condominium Documents and the approved site plan.
90. Plaintiffs have a substantial likelihood of success on the merits because it is manifest that the JDT and MacLeish have violated the Condominium Documents.

91. JDT and MacLeish will suffer no harm from injunctive relief as the requested relief simply requires them to act in the manner in which they are already legally required to act.

92. The public will not be harmed by injunctive relief, and, in fact, the interest of the public will be served through the enforcement of the law.


94. Pursuant to MCL 450.2497(b), the Court may order the Association to pay Plaintiffs’ reasonable expenses, including reasonable attorney fees, incurred in this proceeding.

95. Pursuant to MCL 559.206 and Bylaws Article XIX § 2, the Court may order JDT and MacLeish to pay costs and reasonable attorney fees to the Association, which are not limited to statutory fees.

**ACCORDINGLY,** Plaintiffs respectfully request the Court to: (a) enter an order requiring JDT and MacLeish to forthwith and permanently withdraw the Variance Appeal, cease the Proposed Development, and to build upon the JDT Units only in strict compliance with the Condominium Documents and the approved site plan; (b) enter a judgment against the JDT and MacLeish for costs, interest, and reasonable attorney’s fees which Plaintiffs incur, and any other monetary relief that may be established; (c) order the Association to pay Plaintiffs’ reasonable expenses, including reasonable attorney fees, incurred in this proceeding; and order such additional relief as the Court deems appropriate.
THE MEISNER LAW GROUP, P.C.

By: /s/ Robert M. Meisner
Robert M. Meisner (P17600)
Robert K. Siegel (P36140)
Attorneys for Plaintiffs

Dated: September 3, 2021
VERIFICATION

I declare that this Verified First Amended Complaint has been examined by me, and that its contents are true to the best of my information, knowledge, and belief, except those allegations made upon information and belief, for which those allegations I believe to be correct.

Dated: September 3, 2021

Richard Bone

Dated: September 3, 2021

Jacquelin Bone
EXHIBIT A
These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I
NAME

The name of the corporation is Royal Troon Homeowners Association.

ARTICLE II
PURPOSES

The purposes for which the corporation is formed is as follows:

(a) To manage and administer the affairs of and to maintain Troon on the New Course at Indianwood, a condominium (hereinafter called "Condominium");

(b) To levy and collect assessments against and from the members of the corporation as to use the proceeds thereof for the purposes of the corporation;

(c) To carry insurance and to collect and allocate the proceeds thereof;

(d) To rebuild improvements after casualty;

(e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;

(f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

EXHIBIT A
(i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;

(j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and

(k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III
ADDRESSES

Location of the first registered office is 1400 North Woodward Avenue, Suite 100, Bloomfield Hills, Michigan 48304.

Post office address of the first registered office is P.O. Box 2014, Bloomfield Hills, Michigan 48303-2014.

ARTICLE IV
RESIDENT AGENT

The name of the first resident agent is James B. Faycurry.

ARTICLE V
BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is:

Real Property None
Personal Property None

Said corporation is to be financed under the following general plan:

Assessment of members
ARTICLE VI
INCORPORATOR

The name of the incorporator is John A. Marxer and his place of business is 1400 North Woodward Avenue, Suite 100, Bloomfield Hills, Michigan 48304.

ARTICLE VII
EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII
MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

(a) The Developer of the Condominium and each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as his membership shall terminate, as hereinafter provided.

(b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the recording of the Master Deed) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Oakland County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium), the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. The Developer's membership shall continue until no Units remain to be created in the Condominium and until the Developer no longer owns any Unit in the Condominium.

(c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

Signed this 21st day of July, 1995.

John A. Marxer, Incorporator
EXHIBIT B
ROYAL TROON ON THE NEW COURSE AT INDIANWOOD

This Master Deed is made and executed on this 28th day of November, 1995, by Troon, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 1400 N. Woodward Avenue, Suite 100, Bloomfield Hills, Michigan 48304, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

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

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as Royal Troon on the New Course at Indianwood, Oakland County Condominium Subdivision Plan No. 941. The Condominium Project is established in accordance with the Act. The architectural plans and specifications for each residence of the Condominium will be filed with the Township of Orion. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization because it has direct ingress and egress from and 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. Co-owners shall have voting rights in Royal Troon Homeowners Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association.
ARTICLE II
LEGAL DESCRIPTION

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

A PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF THE NORTHWEST 1/4 OF SECTION 4, T. 4 N., R. 10 E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE CENTER POST OF SAID SECTION 4; THENCE FROM THE POINT OF BEGINNING ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 4 N. 87°14'18" E., 652.08 FEET; THENCE S. 02°45'42" E., 147.00 FEET; THENCE S. 87°14'18" W., 307.93 FEET; THENCE S.10°59'11" W., 147.42 FEET; THENCE S. 34°30'00" E., 76.00 FEET; THENCE S. 83°50'00" E., 34.00 FEET; THENCE S. 54°40'00" E., 110.00 FEET; THENCE S. 37°10'00" E., 186.00 FEET; THENCE S. 14°20'00" E., 321.00 FEET; THENCE S. 24°19'28" E., 202.21 FEET; THENCE S. 31°30'00" E., 175.00 FEET; THENCE S. 24°19'59" W., 83.05 FEET; THENCE S. 75°10'54" W., 143.54 FEET; THENCE N. 74°15'48" W., 125.11 FEET; THENCE N. 25°20'07" W., 398.20 FEET; THENCE N. 14°20'00" W., 289.00 FEET; THENCE N. 55°39'15" W., 188.05 FEET; THENCE N. 32°40'00" W., 110.00 FEET; THENCE N. 21°40'00" W., 111.00 FEET; THENCE N. 08°20'00" W., 14.00 FEET; THENCE N. 09°31'55" E., 115.33 FEET; THENCE S. 86°23'20" W., 133.17 FEET; THENCE S. 03°36'40" E., 55.91 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 870.00 FEET, ARC LENGTH OF 53.99 FEET, CENTRAL ANGLE OF 005°33'20"; A CHORD BEARING OF S. 05°23'20" E., AND A CHORD LENGTH OF 53.98 FEET; THENCE S. 07°10'00" E., 503.05 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 124.10 FEET, CENTRAL ANGLE OF 027°20'55", A CHORD BEARING OF S. 06°30'28" W., AND A CHORD LENGTH OF 122.93 FEET; THENCE S. 37°00'00" E., 153.67 FEET; THENCE S. 25°30'00" E., 84.03 FEET; THENCE S. 53°00'00" W., 125.00 FEET; THENCE S. 76°20'00" W., 130.63 FEET; THENCE N. 13°40'00" W., 140.30 FEET; THENCE S. 53°00'00" W., 363.66 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 186.75 FEET, CENTRAL ANGLE OF 053°30'00", A CHORD BEARING OF S. 26°15'00" W., AND A CHORD LENGTH OF 180.04 FEET; THENCE S. 00°30'00" E., 26.49 FEET; THENCE S. 89°30'00" W., 60.00 FEET; THENCE N. 00°30'00" W., 26.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 63.99 FEET, CENTRAL ANGLE OF 014°06'07", A CHORD BEARING OF N. 06°33'04" E., AND A CHORD LENGTH OF 63.83 FEET; THENCE N. 76°23'23" W., 110.00 FEET; THENCE N. 23°00'47" E., 162.22 FEET THENCE N.
53°00'00" E., 468.00 FEET; THENCE S. 37°00'00" E., 107.00 FEET;
THENCE N. 53°00'00" E., 27.24 FEET; THENCE ALONG THE ARC OF A
CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00
FEET, ARC LENGTH OF 17.78 FEET, CENTRAL ANGLE OF 005°05'36",
A CHORD BEARING OF N. 50°27'12" E., AND A CHORD LENGTH OF
17.77 FEET; THENCE N. 37°00'00" W., 106.21 FEET; THENCE N.
24°53'31" E., 86.02 FEET; THENCE N. 07°10'00" W., 363.00 FEET;
THENCE N. 82°50'00" E., 110.00 FEET; THENCE N. 07°10'00" W., 165.00
FEET THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID
CURVE HAVING A RADIUS OF 930.00 FEET, ARC LENGTH OF 57.71
FEET, CENTRAL ANGLE OF 003°33'20", A CHORD BEARING OF N.
05°23'20" W., AND A CHORD LENGTH OF 57.70 FEET; THENCE N.
03°36'40" W., 55.91 FEET; THENCE S. 86°23'20" W., 111.91 FEET;
THENCE N. 03°36'40" W., 110.00 FEET; THENCE ALONG SAID EAST-
WEST 1/4 LINE N. 86°23'20" E., 245.43 FEET TO THE POINT OF
BEGINNING AND CONTAINING 17.13 ACRES MORE OR LESS.

Together with and subject to all easements and restrictions of record and all
governmental limitations, including the rights of the public in Indianwood Road
right-of-way, and together with and subject to a certain Declaration of Covenants,
Conditions, Easements and Restrictions for the Royal Troon Community as
recorded in Liber 16001 at Pages 587, through 597, Oakland County
Records, and further subject to reservations of all mineral rights and riparian
rights by the Developer; provided, however, extraction of mineral rights may be
performed only without disturbing any existing structures or surface use.

ARTICLE III
DEFINITIONS

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

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the

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

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

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

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

Section 6. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above (other than the land constituting the Units), all improvements and structures thereon, and all easements, rights and appurtenances belonging to Royal Troon on the New Course at Indianwood as described above.

Section 7. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" each mean Royal Troon on the New Course at Indianwood, as a Condominium Project established in conformity with the Act.

Section 8. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

Section 9. **Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe the Project as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI and/or withdrawn and later added to the Condominium as provided under Article VII hereof, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. **Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 11. **Declaration.** "Declaration" means the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community as recorded in Oakland County Records and referred to in Article II of this Master Deed.

Section 12. **Developer.** "Developer" means Troon, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both
successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

Section 13. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct land improvements to develop additional Units or other residences, or and for so long as the Developer continues to own land or hold an option or other enforceable purchase interest in land within one mile of the Condominium Premises, whichever is longer.

Section 14. Dwelling. "Dwelling" means the residence and other improvements constructed as a Unit, consisting of one-half of a duplex building.

Section 15. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units are sold which may be created, whichever first occurs.

Section 16. Township. "Township" means the Charter Township of Orion, acting through its building department.

Section 17. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 18. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single residential building site in Royal Troon on the New Course at Indianwood, as described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All Dwellings, structures and other improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The type of Dwelling that may be constructed within a Unit shall be selected by a Co-owner, with concurrence of the Developer, upon purchase of his Unit and may not be changed without the discretionary consent of the Developer.

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

ARTICLE IV
COMMON ELEMENTS

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

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

(a) Land. The land described in Article II hereof, including roads, parking areas, landscape areas, and safety paths, not identified as Units or Limited Common Elements (the roads designated on the Plan, which provide internal traffic circulation for the Condominium, are privately owned in common by all Co-owners and will be maintained by the Association and not the board of county road commissioners or any other governmental agency). All land contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the owners of the adjoining land as set forth in the Declaration.

(b) Electrical. The electrical transmission system throughout the Project up to, but not including, the electric meter for each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit.

(c) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.

(d) Telephone. The telephone system throughout the Project up to the point of connection to each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit.

(e) Gas. The gas distribution system throughout the Project up to, but not including, the gas meter for each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit.

(f) Water. The water distribution system throughout the Project up to, but not including, the water meter for each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit, including the irrigation system that lies within the Condominium Premises.

(g) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of entry to each residential Dwelling that is now or hereafter constructed within the perimeter of a Unit.

(h) Storm Sewer. The storm sewer system throughout the Project.
(i) **Telecommunications.** The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to each residential Dwelling that now or hereafter is constructed within the perimeter of a Unit.

(j) **Beneficial Easements.** The beneficial easements described in Article II above.

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

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

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

(a) **Driveways.** Each Limited Common Element driveway as depicted on the Condominium Subdivision Plan shall be limited in use to the Unit or Units to which it has been assigned.

(b) **Other.** The Developer has reserved the right in Article VIII of this Master Deed to designate Limited Common Elements within the Convertible Area which may, at the Developer's discretion, be assigned as appurtenant to an individual Unit.

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

(a) **Primary Responsibility of Co-owners for Units, Dwellings and Limited Common Elements.** It is anticipated that a separate but attached residential Dwelling will be constructed within each Unit depicted on Exhibit B hereto and that various appurtenances to such Dwellings may be created pursuant to Article VIII hereof, adjacent to the same. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any Dwelling and appurtenance to each Dwelling as a Limited Common Element, including by way of example and not limitation decks, shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such Dwellings and appurtenant Limited Common Elements, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Developer and the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.
(b) Association Responsibility for Portions of Units, Dwellings and Limited Common Elements.

(1) **Roofs, Siding, Painting and/or Staining of Dwelling Exteriors.** The responsibility for, and the costs of maintaining, repairing and replacing roofs and siding and the exterior structure up to the drywall, and painting and/or staining of the exterior of the Dwellings constructed within the Units (but not including decks located within the Unit), and for structural repair of the party wall, shall be borne by the Association and shall be performed at such times and with such materials and by such contractors as the Association shall, in its sole discretion, determine from time to time. (However, the Developer may, at the time of its approval of construction of any Dwelling or appurtenance require or impose, as a condition of any such approval, a larger assessment to be made against the Unit on which the same is located. The purpose of such larger assessment shall be to absorb the abnormally higher expenses which will be incurred by the Association in carrying out its responsibilities under this provision due to the nature and/or extent of additional painting, staining, maintenance or replacement required for any such Dwelling or appurtenance.) The Co-owner is responsible for maintaining everything other than the exterior or party wall structure, including such attachments to such structures as insulation, wiring, and drywall, everything else that is interior, including all fixtures, equipment, trim and other items or attachments within the Dwelling or any limited common elements appurtenant thereto.

(2) **Landscaping.** The Association shall be responsible for maintenance, repair and replacement of lawns and landscaping installed by the Developer or with the approval of the Association, whether lying inside a Unit or within the surrounding Common Elements (and any replacements thereof by the Association), except for areas containing decks, patios, privacy areas or other improvements which, in the sole discretion of the Association, are determined to be inaccessible to the landscaping maintenance equipment of the Association or its employees or contractors.

(3) **Driveways.** The Association shall be responsible for the maintenance, repair and replacement of driveways appurtenant to each Unit as well as for snow plowing with respect thereto.

(4) **Common Lighting.** The Developer may install illuminating fixtures on the Common Elements and/or within Units and designate the same as common lighting as provided in Article IV, Section 1(e) hereof. The costs of maintenance, repair and replacement of such common lighting system and fixtures (including light bulbs) shall be borne by the Association. The Developer may, in its discretion, cause the electricity for such fixtures to be borne by either the Association or Co-owners, as it deems appropriate.

(5) **Other.** In order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may also undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to Dwellings or other improvements constructed or
installed within any unit boundaries and their appurtenant Limited Common Elements (if any) as it may deem appropriate. Nothing herein contained, however, shall compel the Association to undertake any such additional responsibilities. Any such additional services undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(c) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

Section 4. Use of Units and Common Elements. 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 DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Royal Troon on the New Course at Indianwood as prepared by Zeimet/Wozniak & Associates, Inc. and attached hereto as Exhibit B. Each Unit shall consist of the space contained within Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines. The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, the Developer or, upon assignment, the Association shall have the right, in its sole discretion, subject to the prior approval of the Township, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article XI below.

Section 2. Percentage of Value. Unless otherwise specifically provided at the time of Developer's approval of construction of any Dwelling or appurtenance, the percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay and equal share of the expenses of maintaining the General Common Elements. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.
ARTICLE VI
EXPANSION OF CONDOMINIUM

Section 1. **Area of Future Development.** The Condominium Project established pursuant to initial Master Deed of the Project and consisting of 78 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 234 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

A PART OF THE SOUTHWEST 1/4 OF SECTION 4 AND PART OF THE NORTHWEST 1/4 OF SECTION 9, T. 4 N., R. 10 E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT, SAID POINT BEING DISTANT S. 86°23'20" W., 245.43 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 4 FROM THE CENTER POST OF SAID SECTION 4; THENCE FROM SAID POINT OF BEGINNING S. 03°36'40" W., 110.00 FEET, S. 86°23'20" W., 140.65 FEET; THENCE S. 03°36'40" E., 107.00 FEET; THENCE S. 86°23'20" W., 155.00 FEET; THENCE S. 73°29'43" W., 88.23 FEET; THENCE S. 51°31'56" W., 258.38 FEET; THENCE S. 17°10'00" W., 425.00 FEET; THENCE S. 30°17'53" W., 120.14 FEET; THENCE S. 62°40'00" W., 46.00 FEET; THENCE S. 05°40'00" W., 64.00 FEET; THENCE N. 88°50'52" E., 80.00 FEET; THENCE S. 28°24'15" E., 111.36 FEET; THENCE S. 01°09'08" E., 178.00 FEET; THENCE S. 88°50'52" W., 95.00 FEET; THENCE N. 57°50'00" W., 37.00 FEET; THENCE S. 88°50'52" W., 68.38 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 121.93 FEET, CENTRAL ANGLE OF 34°55'48", A CHORD BEARING OF S. 22°32'06" E., AND A CHORD LENGTH OF 120.05 FEET; THENCE S. 40°00'00" E., 124.00 FEET; THENCE N. 50°00'00" E., 117.00 FEET; THENCE S. 40°00'00" E., 272.05 FEET; THENCE N. 54°50'00" E., 72.73 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 193.15 FEET, CENTRAL ANGLE OF 55°20'00", A CHORD BEARING OF N. 27°10'00" E., AND A CHORD LENGTH OF 185.73 FEET; THENCE N. 89°30'00" E., 60.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 251.09 FEET, CENTRAL ANGLE OF 55°20'00", A CHORD BEARING OF S. 27°10'00" W., AND A CHORD LENGTH OF 241.45 FEET; THENCE S. 54°50'00" W., 11.00 FEET; THENCE S. 35°10'00" E., 110.00 FEET; THENCE S. 54°30'00" W., 118.03 FEET; THENCE S. 66°10'00" E., 500.33 FEET; THENCE S. 83°50'00" W., 110.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 305.00 FEET, ARC LENGTH OF 170.08 FEET, CENTRAL ANGLE OF 31°57'02", A CHORD BEARING OF S. 18°28'59" W., AND A CHORD LENGTH OF 167.89 FEET; THENCE S. 34°27'30" W., 65.00 FEET; THENCE S. 28°50'52" E., 108.51 FEET; THENCE S. 22°20'00" W., 53.00
FEET; THENCE S. 67°40'00" E., 27.00 FEET; THENCE S. 22°20'00" W.,
110.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT,
SAID CURVE HAVING A RADIUS OF 155.00 FEET, ARC LENGTH OF
73.33 FEET, CENTRAL ANGLE OF 27°06'27", A CHORD BEARING OF S.
54°06'46" E., AND A CHORD LENGTH OF 72.65 FEET; THENCE N.
72°40'00" E., 146.67 FEET; THENCE N. 80°50'00" E., 53.00 FEET;
THENCE S. 52°20'00" E., 154.00 FEET; THENCE S. 13°00'00" E., 85.00
FEET; THENCE S. 67°40'00" W., 253.00 FEET; THENCE S. 22°20'00" E.,
22.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT,
SAID CURVE HAVING A RADIUS OF 380.00 FEET, ARC LENGTH OF
106.12 FEET, CENTRAL ANGLE OF 16°00'00", A CHORD BEARING OF
S. 14°20'00" E., AND A CHORD LENGTH OF 105.77 FEET; THENCE S.
05°20'00" E., 106.42 FEET; THENCE S. 83°40'00" W., 167.00 FEET;
THENCE N. 06°20'00" W., 143.61 FEET; THENCE N. 22°20'00" W., 210.16
FEET; THENCE N. 01°35'14" E., 131.47 FEET; THENCE N. 67°40'00" W.,
75.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT,
SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF
55.02 FEET, CENTRAL ANGLE OF 12°07'30", A CHORD BEARING OF N.
61°36'15" W., AND A CHORD LENGTH OF 54.92 FEET; THENCE N.
55°32'30" W., 9.97 FEET; THENCE S. 34°27'30" W., 91.98 FEET; THENCE
ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A
RADIUS OF 200.00 FEET, ARC LENGTH OF 158.10 FEET, CENTRAL
ANGLE OF 45°17'30", A CHORD BEARING OF S. 11°48'45" W., AND A
CHORD LENGTH OF 154.01 FEET; THENCE S. 10°50'00" E., 266.05 FEET;
THENCE S. 85°58'45" E., 110.70 FEET; THENCE S. 10°50'00" E., 338.00
FEET; THENCE S. 02°00'42" W., 105.38 FEET; THENCE S. 28°50'00" W.,
89.00 FEET; THENCE N. 61°10'00" W., 192.00 FEET; THENCE N.
39°50'00" W., 101.00 FEET; THENCE N. 10°50'00" W., 185.00 FEET;
THENCE N. 79°7'00" E., 110.00 FEET; THENCE N. 10°50'00" W., 333.00
FEET; THENCE S. 79°10'00" W., 165.67 FEET; THENCE ALONG THE
ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF
545.00 FEET, ARC LENGTH OF 94.68 FEET, CENTRAL ANGLE OF
09°57'14", A CHORD BEARING OF S. 84°08'37" W., AND A CHORD
LENGTH OF 94.56 FEET TO A POINT ON THE WEST LINE OF THE EAST
1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 4; THENCE ALONG
SAID WEST LINE N. 00°52'46" W., 60.00 FEET; THENCE ALONG THE
ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF
485.00 FEET, ARC LENGTH OF 84.26 FEET, CENTRAL ANGLE OF
09°57'14", A CHORD BEARING OF N. 84°08'37" E., AND A CHORD
LENGTH OF 84.15 FEET; THENCE N. 79°10'00" E., 165.67 FEET;
THENCE N. 10°50'00" W., 14.79 FEET; THENCE ALONG THE ARC OF A
CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00
FEET, ARC LENGTH OF 205.53 FEET, CENTRAL ANGLE OF 45°17'30",
A CHORD BEARING OF N. 11°48'45" E., AND A CHORD LENGTH OF
200.22 FEET; THENCE N. 34°27'30" E., 446.56 FEET; THENCE ALONG
THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS

147
OF 245.00 FEET, ARC LENGTH OF 157.17 FEET, CENTRAL ANGLE OF 36°45'19", A CHORD BEARING OF N. 16°04'50" E., AND A CHORD LENGTH OF 154.49 FEET; THENCE S. 83°50'00" W., 107.44 FEET; THENCE N. 06°10'00" W., 168.00 FEET; THENCE S. 83°50'00" W., 97.38 FEET; THENCE N. 72°40'00" W., 50.00 FEET; THENCE N. 17°20'00" E., 135.00 FEET; THENCE N. 06°10'00" W., 50.00 FEET; THENCE S. 83°50'00" W., 106.00 FEET; THENCE N. 06°10'00" W., 130.00 FEET; THENCE N. 15°32'22" E., 142.32 FEET; THENCE N. 50°00'00" E., 62.00 FEET; THENCE N. 40°00'00" W., 60.00 FEET; THENCE N. 15°40'00" E., 133.00 FEET; THENCE N. 46°00'00" W., 40.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 176.29 FEET, CENTRAL ANGLE OF 38°50'52", A CHORD BEARING OF N. 20°34'34" W., AND A CHORD LENGTH OF 172.93 FEET; THENCE N. 01°09'08" W., 27.14 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 98.95 FEET, CENTRAL ANGLE OF 28°20'52", A CHORD BEARING OF N. 15°19'34" W., AND A CHORD LENGTH OF 97.95 FEET; THENCE N. 29°30'00" W., 23.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 180.00 FEET, ARC LENGTH OF 19.35 FEET, CENTRAL ANGLE OF 06°09'31", A CHORD BEARING OF N. 26°25'14" W., AND A CHORD LENGTH OF 19.34 FEET; THENCE S. 88°50'52" W., 183.53 FEET TO A POINT ON SAID WEST LINE OF EAST 1/2 OF SOUTHWEST 1/4; THENCE ALONG SAID WEST LINE N. 01°09'08" W., 791.70 FEET; THENCE N. 88°50'50" E., (290.52 FEET RECORD), 290.57 FEET MEASURED; THENCE N. 03°36'40" W., (252.19 FEET RECORD), 252.15 FEET MEASURED TO A POINT ON SAID EAST-WEST 1/4 LINE; THENCE ALONG SAID EAST-WEST 1/4 LINE N. 86°23'20" E., 893.57 FEET TO THE POINT OF BEGINNING, CONTAINING 31.66 ACRES, MORE OR LESS AND SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

(Hereinafter referred to as "area of future development"). Local building ordinances and regulations may permit a smaller number of Units to be created upon the area of future development. This Master Deed imposes no restrictions upon the number of Units to be created on individual portions of the area of future development, provided that the maximum number of Units stated herein for the whole shall not be exceeded.

Section 2. Increase in Number of Units. Any other provision of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer and subject to approval of the Township, from time to time, within a period ending no later than 6 years from the date of recording this master Deed, be increased by the addition to this Condominium of any portion of the area of future development. No Unit shall be created within the area of future development that is not restricted exclusively to residential or recreational use; however, other construction within the area of future development may include, without
implication of limitation, utility receivers, a golf course, a clubhouse, recreational amenities and other related incidental uses.

Section 3. Expansion Not Mandatory. 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 may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) 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 area of future development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

Section 4. Additional Land. Additional land may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer’s discretion. There are no restrictions upon the order in which portions of additional land may be added to the Condominium.

Section 5. Restrictions. All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

Section 6. Limited Common Elements. Developer may create Limited Common Elements upon additional land and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of the Developer.

ARTICLE VII
CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 78 Units on the land described in Article II hereof as shown on the Condominium Subdivision Plan. In future recorded amendments to this Master Deed, however, the Developer may elect to include additional Units which may be later removed from the Condominium. In any such event, Developer reserves the right, subject to prior approval of the Township, to withdraw from the project any Units, together with the land area on which they are proposed, which will be described and depicted as "contractible area" on the Condominium Subdivision Plan. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of additional Units hereinafter included in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 78.
Section 2. **Withdrawal of Land.** In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to 6 years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

**ARTICLE VIII**

**CONVERTIBLE AREAS**

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

Section 2. **Reservation of Rights to Modify Units and Common Elements.** The Developer reserves the right, in its sole discretion and subject to prior approval of the Township, during a period ending no later than six years from the date of recording this Master Deed, to enlarge, modify, merge or extend Units and/or General Common Elements and to create Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas above designated for such purpose to locate and relocate driveways, and/or to construct privacy areas, courtyards, atriums, patios, decks and other private amenities. Any private amenity other than a Unit extension shall be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. **Compatibility of Improvements.** All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion.

**ARTICLE IX**

**OPERATIVE PROVISIONS**

Any expansion, contraction or conversion in the project pursuant to Article V, Section 4 and Articles VI, VII or VIII above shall be governed by the provisions as set forth below.

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

Section 3. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of driveways, roadways and sidewalks in the Project to any driveways, roadways and sidewalks that may be located on, or planned for the area of future development or the contractible area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractible area from the driveways, roadways and sidewalks located in the Project.

Section 3. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 4. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI, VII and VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE X
PARTY WALL

Section 1. Party Wall. Any wall partition which is built as a part of the Dwelling contained within any Unit separating such Dwelling from the Dwelling located on the adjoining Unit and placed on the boundary line between Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.
Section 2. Repair and Maintenance. The costs of reasonable structural repair and structural maintenance of the party wall shall be borne by the Association. The cost of maintenance and repair of the exterior of the party wall, including, without limitation, such attachments as insulation, wiring and drywall plaster, shall be borne solely by the Co-owner who makes use of or solely benefits from such exterior.

Section 3. Destruction of Wall. If the party wall is damaged or destroyed by fire or other casualty, the Association shall restore the wall to substantially its condition prior to such casualty and the expense of such restoration shall be borne by the Association.

Section 4. Co-owner Responsibility for Repair. In the event the party wall is damaged or destroyed through the act or omissions of a Co-owner, occupant or guest (whether or not such act or omissions is negligent or otherwise culpable) so as to deprive the adjoining Co-owner of the full use and enjoyment of such wall, then the Co-owner causing such damage shall proceed to rebuild and repair the wall to substantially as good a condition as existed immediately prior to such damage or destruction and such responsible Co-owner shall bear the entire expense thereof including, if applicable, the expense of restoration of the exterior, including damaged attachments, of the party wall benefitting the other Owner. All such construction, however, shall be subject to the prior review and approval of the Board of Directors of the Association.

Section 5. Right of Contribution. The right of any Co-owner to contributions from any other Co-owner under this Article shall be appurtenant to the land and shall pass to such Owner’s successors in title.

Section 6. Modification of the Party Wall. In addition to meeting other requirements of these restrictions and of any building code or similar regulations or ordinances, any Co-owner proposing to modify, make additions to or rebuild improvements in his unit in any manner which requires any alteration of the party wall shall first obtain the written consent of the adjoining Co-owner to such modification of the party wall. This consent shall be in addition to the approval required from the Association as set forth in Section 4 above.

Section 7. Easement. The Association shall enjoy a perpetual easement for the continued use and support of those portions of the party wall lying within the boundaries of a Unit.

ARTICLE XI
LIMITED ACCESS COMMUNITY

Section 1. Limited Access Rights. Royal Troon on the New Course at Indianwood is a community in which vehicular access by road is intended to be limited. In connection therewith, there may be constructed one or more electronic access gates, guardhouses or perimeter fences which will serve the Condominium and which may also be designed to serve other residential areas which adjoin the Condominium. However, the nature and extent of the limitations on access are not intended to be effective to preclude pedestrian access and there is not, nor can there be, any assurance that unauthorized persons can be excluded from the Condominium. Each Co-owner in Royal Troon on the New Course at Indianwood shall pay a
proportionate share of the expenses of perpetual maintenance of such electronic gates, guardhouses and fences, as are maintained in connection with the Condominium and adjoining developments, whether presently existing or added in the future. The Developer shall be entitled to retain all such easements as may be necessary with respect to such limited access facilities as are installed in the Condominium so as to effectively service adjoining residential communities with the same facilities. Likewise, the owner of the adjoining Golf Courses at Indianwood Golf Club and the members of the Golf Club shall have such easement rights as may be necessary to give them access to the limited access facilities should such access be granted to them by the Declarant under the terms and conditions of the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community.

Section 2. **Emergency Vehicle Access Easement.** Without limiting the foregoing, there shall exist for the benefit of the Charter Township of Orion or any emergency service agency, an easement over all roads in the condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, and other lawful governmental or private emergency services to the condominium project and co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public. There shall exist, however, for the benefit of any public authority having jurisdiction or any emergency service agency, perpetual easements for the use by municipal and/or emergency vehicles of the roadway in the Condominium Project for the purposes of ingress and egress to provide, without limitation, fire and police protection, water and sewer services, ambulance and rescue services, telephone, gas and electric services and services for cable television and other telecommunications, if installed, and other lawful governmental or private emergency services to the Condominium Project and the Co-owners thereof.

**ARTICLE XII**

**ROYAL TROON COMMUNITY**

Royal Troon on the New Course at Indianwood and the condominium Units within the project are subject to the terms and conditions of the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community as recorded in Oakland County Records and referred to in Article II of this Master Deed. The Association shall be responsible for the collection of any individual assessment collectible under the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community. These assessments are collectible as administrative expenses under Article II of the Bylaws and may be collected as provided in the Bylaws. Such assessments may be enforced by the use of all means available to the Association, under the Condominium Documents and by the law, for collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.
ARTICLE XIII
EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any structure within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, or if for structural reasons support is needed outside the Unit, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls as the Developer or the Association may deem necessary for the installation, maintenance, repair, extension, replacement, enlargement of or tapping into all public or private utilities in the Condominium. Such easements shall also be for the benefit of the area of future development whether or not such land is hereafter added to the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successor. Developer has no financial obligation to support such easements, except that any dwelling using the roadways, if such unit is not included within the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the portion of the roadway which is used, which share shall be determined pro rata according to the total number of Dwelling units allowed to use such portion of the drive. There shall exist easements of support with respect to any Dwelling interior wall which supports a Common Element.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) Access Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may be added or withdrawn from the Project as described in Article VI and VII, respectively, or any portion or portions thereof, easements for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Articles VI and VII, respectively. In order to achieve the purposes of this Article and of Articles VI and VII of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of the land described in Articles VI and VII by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium or in the area of future development, to go over and across, to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes and to connect or expand any easements as may be desirable to develop the Condominium or the area of future development. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance.
All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by this Condominium and any developed portions of the land described in Articles VI and VII, respectively, whose closest means of access to a public road is over such road or roads. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed Dwellings in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed Dwellings on the land described in Articles VI and VII, respectively, whose closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Construction and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

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

(b) Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Articles VI and VII, respectively, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles VI and VII, respectively, which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of Dwellings in this Condominium, and the denominator of which is comprised of the numerator plus all other Dwellings in the land described in Article VI and in VII that may be withdrawn from the Project which benefit from such mains; provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a
govermental agency or public utility; provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads which service Dwellings outside the Condominium Premises.

The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. 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 to this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title. All such grants shall be subject to rights reserved in the Declaration.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited thereby.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. Further, the Association shall not be responsible for any consequential damages, including without limitation damage to the personal property of a Co-owner whether within or outside the Unit, that may result from the Association's failure to timely undertake repairs for which it is
responsible. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to enter upon the Unit (but not inside the Dwelling) and the Limited Common Element appurtenant thereto (if any) and perform any required decoration, repair or replacement, all at the expense of the Co-owner of the Unit. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Included within and not limited by the foregoing is the right of the Developer or an affiliate to establish and sell to the Association and the Co-owners service for telecommunications within the Condominium Project. In pursuance thereof, the Developer may place telecommunications equipment owned by it at such locations on the Common Elements as it may deem appropriate and may furnish the telecommunications service to users outside the Condominium and shall have such easements as may be necessary to lay and maintain cables within the Common Elements in connection therewith. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Pedestrian Circulation Easements. Easements have been reserved over the pedestrian circulation path located within the Condominium in and for the benefit of owners of the properties comprising Royal Tycoon Community pursuant to the Declaration.
Section 7. **Indianwood Golf Club Community Easement.** Members and guests of the Indianwood Golf Club Community shall have the right to enter, on foot, the General Common Element lawn area and roads of the Condominium Premises for the sole purpose of retrieving golf balls that land within the Condominium Premises, and for pedestrian access through the Condominium Premises while playing the golf course, including without limitation the use of golf cart paths and other pedestrian paths that may be located within the Condominium. This easement does not permit members and guests of the Indianwood Golf Club Community to enter or cross over any other General Common Elements, or Limited Common Elements or Units without the permission of the Co-owner of the Unit involved. Further, golf balls that enter the Condominium Premises shall be considered out-of-play and no golf balls shall be played from within the Premises.

Section 8. **Other Community Easements.** The Developer or the Association shall have the right to grant such further easements, including without limitation, easements for maintaining, repairing and replacing the adjacent golf course, and lakes, and for use of paths established for walking, hiking, jogging, skiing, cycling and for access purposes for all of the foregoing over or with respect to General Common Elements of the Condominium as may be necessary or desirable in furtherance of development, community usage, coordinated maintenance and operation of Royal Troon Community and to confer responsibilities and jurisdiction for administration and maintenance of such easements upon the administrator of Royal Troon Community.

Section 9. **Private Roads.** The private roads as shown on the Condominium Subdivision Plan will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association. It is the Association’s responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. In the event the Association fails to provide adequate maintenance, repair, or replacement of the hereinmentioned private roads, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof plus a 25% administrative fee may be assessed against the co-owners and collected as a special assessment on the next annual Township tax roll.

Section 10. **Retention Basin System and Storm Water Drainage System.** The costs of maintenance, repair, and replacement of any retention basin system and/or storm water drainage system shall be borne by the Association. In the event the Association fails to provide adequate maintenance, repair, or replacement of the retention basin system or the storm water drainage system, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof, plus a 25% administrative fee may be assessed against the co-owners and collected as a special assessment on the next annual Township tax roll.
ARTICLE XIV
AMENDMENT

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

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

Section 2. Mortgagee Consent. If the amendment will materially change the rights of mortgagees generally, then such amendment requires the consent of not less than two-thirds (2/3) of all first mortgagees of record. A mortgagee shall have one vote for each mortgage held.

Section 3. By the Developer. Pursuant to Section 90(f) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents, without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

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

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

Section 6. Developer Approval. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE XV
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 person or
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:

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

By Salt Land Works, Inc.
Its Member

By James B. Faycurry, President

By Mantua, L.L.C.,
Its Member

By Rinaldo A. Maffezzoli
Rinaldo A. Maffezzoli

STATE OF MICHIGAN )
COUNTY OF OAKLAND )

On this 5th day of November, 1995, the foregoing Master Deed was acknowledged before me by Salt Land Works, Inc., James B. Faycurry, President, and Mantua, L.L.C., Rinaldo A. Maffezzoli, Member, both Members of Troon, L.L.C., a Michigan limited liability company.

Notary Public, Oakland County, Michigan
My commission expires ____________________

Master Deed drafted by:

John A. Marxer, Esq.
(Miller, Canfield, Paddock and Stone, P.L.C.
1400 N. Woodward Avenue, Suite 100
Bloomfield Hills, Michigan 48304

When recorded return to drafter

160
-24-
FIRST AMENDMENT TO MASTER DEED FOR ROYAL TROON ON THE NEW COURSE AT INDIANWOOD

TROON, L.L.C., a Michigan limited liability company, the address of which is 1400 N. Woodward Avenue, Suite 100, Bloomfield Hills, Michigan 48304, being the Developer of Royal Troon, a Condominium Project established pursuant to the Master Deed thereof, recorded on February 8, 1996 in Liber 16010, Pages 304-369, Oakland County Records, and known as Royal Troon Condominium, Subdivision Plan No. 961, hereby amends the Master Deed of Royal Troon pursuant to the authority reserved in Article IX and XIV, Section 3 thereof, for the purpose of reducing the number of Units in the Condominium from 78 to 74 and to expand the area contained within certain of the 74 Units.

Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. Amended Sheets 1 through 6 of the Condominium Subdivision Plan of Royal Troon on the New Course at Indianwood, as attached hereto, shall replace and supersede Sheets 1 through 6 of the Condominium Subdivision Plan of Royal Troon on the New Course at Indianwood as recently recorded, and the originally recorded Sheets 1 through 6 shall be of no further force and effect. [The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.] The number 78 contained in the Master Deed is hereby changed and amended to read 74 in all places.

In all respects, other than as hereinabove indicated, the original Master Deed of Royal Troon on the New Course at Indianwood, including the Bylaws and the Condominium Subdivision Plan, respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and re-declared.

Dated this 30th day of September, 1996.

[Signature]

Troon, L.L.C., a Michigan limited liability corporation

By Salt Land Works, Inc.

By James B. Favodury
President

OK - G.K.

OK - T. Smith
Liber 16767 p. 335

By Mantua, L.L.C.

Signed:

STATE OF MICHIGAN )
COUNTY OF OAKLAND )

On this 30th day of September, 1996, the foregoing First Amendment to Master Deed was acknowledged before me by Salt Land Works, Inc., James B. Faycurry, President, and Mantua, L.L.C., Rinaldo A. Maffezzoli, Manager, both Members of Troon, L.L.C., a Michigan limited liability company.

Notary Public, Oakland County, Michigan
My commission expires

First Amendment to Master Deed drafted by:
John A. Marxer, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
P.O. Box 2014
Bloomfield Hills, MI 48303-2014

When recorded, return to drafter:

Units 1 through (78) inclusive, Royal Town on the New Course

at Inwood Condominium Plan No. 96-1

E.H. 09-04-402-000 (through 075 inclusive)
also Part of 09-04-300-007 (58 3/4, 58 3/4, section 4)

BHP511123511111105232-00002
LEGAL DESCRIPTION

A PART OF THE SOUTH 1/2 OF SECTION 4, T. 4 N., R. 10 E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE CENTER POST OF SAID SECTION 4; THENCE FROM THE POINT OF BEGINNING ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 4 N. 87°14'18" E., 652.08 FEET; THENCE S. 02°45'42" E., 147.00 FEET; THENCE S. 87°14'16" W., 307.94 FEET; THENCE S. 10°59'11" W., 147.42 FEET; THENCE S. 40°41'51" E., 84.31 FEET; THENCE S. 83°50'00" E., 22.00 FEET; THENCE S. 54°40'00" E., 110.00 FEET; THENCE S. 37°10'00" E., 186.00 FEET; THENCE S. 14°20'00" E., 321.00 FEET; THENCE S. 24°19'28" E., 202.21 FEET; THENCE S. 31°30'00" E., 185.00 FEET; THENCE S. 31°44'45" W., 76.96 FEET; THENCE S. 31°44'45" W., 143.54 FEET; THENCE N. 74°15'48" W., 125.11 FEET; THENCE N. 25°20'07" W., 398.20 FEET; THENCE N. 14°20'00" W., 289.00 FEET; THENCE N. 55°39'15" W., 188.05 FEET; THENCE N. 32°40'00" W., 110.00 FEET; THENCE N. 21°40'00" W., 111.00 FEET; THENCE S. 08°20'00" W., 114.00 FEET; THENCE N. 09°31'55" W., 115.33 FEET; THENCE S. 86°23'20" W., 133.17 FEET; THENCE S. 03°36'40" E., 55.91 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 870.00 FEET, ARC LENGTH OF 53.99 FEET, CENTRAL ANGLE OF 003°33'20" A CHORD BEARING OF S. 05°23'20" E., AND A CHORD LENGTH OF 53.98 FEET; THENCE S. 07°16'00" E., 303.05 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 124.10 FEET, CENTRAL ANGLE OF 027°20'55" A CHORD BEARING OF S. 06°30'28" W., AND A CHORD LENGTH OF 122.93 FEET; THENCE S. 37°00'00" E., 153.67 FEET; THENCE S. 25°30'00" E., 84.03 FEET; THENCE S. 33°00'00" W., 125.00 FEET; THENCE S. 76°20'00" W., 130.63 FEET; THENCE N. 13°40'00" W., 140.30 FEET; THENCE S. 53°00'00" W., 363.66 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 186.75 FEET, CENTRAL ANGLE OF 053°30'00" A CHORD BEARING OF S. 25°15'00" W., AND A CHORD LENGTH OF 180.04 FEET; THENCE S. 00°30'00" E., 25.49 FEET; THENCE S. 89°30'00" W., 60.00 FEET; THENCE N. 00°30'00" W., 25.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, ARC LENGTH OF 63.99 FEET, CENTRAL ANGLE OF 014°06'07" A CHORD BEARING OF N. 06°33'04" E., AND A CHORD LENGTH OF 63.83 FEET; THENCE N. 76°23'53" W., 110.00 FEET; THENCE N. 23°00'47" E., 162.22 FEET; THENCE N. 53°00'00" E., 468.00 FEET; THENCE S. 37°00'00" E., 107.00 FEET; THENCE N. 53°00'00" E., 27.24 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, ARC LENGTH OF 17.78 FEET, CENTRAL ANGLE OF 005°05'36" A CHORD BEARING OF N. 50°27'12" E., AND A CHORD LENGTH OF 17.77 FEET; THENCE N. 44°36'05" W., 100.02 FEET; THENCE N. 24°53'31" E., 101.02 FEET; THENCE N. 07°10'00" W., 363.00 FEET; THENCE N. 58°23'22" E., 120.83 FEET; THENCE N. 07°10'00" W., 115.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 930.00 FEET, ARC LENGTH OF 57.71 FEET, CENTRAL ANGLE OF 003°33'20" A CHORD BEARING OF N. 05°23'20" W., AND A CHORD LENGTH OF 57.70 FEET; THENCE N. 03°36'40" W., 55.91 FEET; THENCE S. 86°23'20" W., 111.91 FEET; THENCE N. 03°36'40" W., 110.00 FEET; THENCE ALONG SAID EAST-WEST 1/4 LINE N. 86°23'20" E., 245.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.23 ACRES MORE OR LESS, SUBJECT TO EASEMENTS OF RECORD AND THE RIGHTS OF THE PUBLIC IN INDIANWOOD ROAD RIGHT-OF-WAY.
SECOND AMENDMENT TO MASTER DEED OF ROYAL TROON ON THE NEW COURSE AT INDIANWOOD

WHEREAS, Royal Troon on the New Course at Indianwood was established as a residential condominium project in Orion Township, County of Oakland, State of Michigan, by the recording of a Master Deed in Liber 16010, Pages 304 through 369 and a First Amendment to Master Deed in Liber 16767, Pages 334 through 342, Oakland County Records and was designated as Oakland County Condominium Subdivision Plan No. 961; and,

WHEREAS, Royal Troon on the New Course at Indianwood is administered by Royal Troon Homeowners Association, the Michigan non-profit corporation designated to administer the affairs of the project pursuant to said Master Deed; and,

WHEREAS, amendments to the Condominium Bylaws (Exhibit A to the Master Deed) were duly proposed, adopted and approved by the requisite majority of the co-owners and the Developer in accordance with MCL 559.190 and the requirements of Master Deed, Article XIV Section 6, for the purpose of increasing the number of seats on the Board of Directors from three (3) to five (5);

NOW, THEREFORE, the following text of Article X Section 2 (c) (5) of the Condominium Bylaws (Exhibit A to the Master Deed) shall supersede and replace the previously recorded text thereof:

(5) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof. Notwithstanding any other provisions of the Condominium Bylaws, effective as of the 2006 Annual Meeting, the Board of Directors shall be comprised of five (5) seats and each Director shall serve a two (2) year term of office; provided however, that the Developer shall be entitled to appoint one (1) of the five (5) Directors so long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project. The Co-owners elected to the Board of Directors at the 2007 Annual Meeting with the highest number of votes shall be deemed to have been legally elected for a new two year term of office nunc pro tunc as of the date of the 2007 Annual Meeting.
In all other respects, the Condominium Bylaws attached as Exhibit A to the Master Deed are hereby ratified and reconfirmed.

Royal Troon Homeowners Association

By: Douglas L. McKay, President

STATE OF MICHIGAN) ) ss.
COUNTY OF OAKLAND) )

The foregoing Second Amendment to Master Deed of Royal Troon on the New Course at Indianwood was acknowledged before me, a notary public on the 21st day of June, 2007, by Douglas McKay, known to me to be the President of Royal Troon Homeowners Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by affirmative vote of the coowners of the Association and that he has executed this Second Amendment to Master Deed as his own free act and deed on behalf of the Association.

SHELLIE CONNER
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 21, 2011
Acting in the County of Oakland

My commission expires: 10/21/2011
Acting in the County of Oakland

The foregoing Second Amendment is hereby approved by the Developer in accordance with Master Deed, Article XIV, Section 6.

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

By: Salt Land Works, Inc., its Member

By: James B. Facycurry, President

By: , a Michigan limited liability company, its Member

By:

STATE OF MICHIGAN) ) ss.
COUNTY OF OAKLAND) )

The foregoing Second Amendment to Master Deed of Royal Troon on the New Course at Indianwood was acknowledged before me, a notary public on the 21st day of June, 2007, by James B. Facycurry, known to
me to be the President of Troon L.L.C., a Michigan limited liability company, by virtue of a Deed on behalf of Troon L.L.C.

SHELLIE CONNER  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Oct. 21, 2011  
Acting in the County of Oakland

STATE OF MICHIGAN)  
) ss.  
COUNTY OF OAKLAND

The foregoing Second Amendment to Master Deed of Royal Troon on the New Course at Indianwood was acknowledged before me, a notary public on the ___ day of June, 2007, by K. A. [illegible], known to me to be the Member of Mantua, L.L.C., a Michigan limited liability company as his own free act and deed on behalf of Mantua, L.L.C.

SHELLIE CONNER  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Oct. 21, 2011  
Acting in the County of Oakland

DRAFTED BY AND WHEN RECORDED  
RETURN TO:  
D. DOUGLAS ALEXANDER (P29010)  
ALEXANDER, ZELMANSKI & LEE, PLCC  
44670 ANN ARBOR RD., STE. 170  
PLYMOUTH, MI 48170
EXHIBIT C
ROYAL TROON HOMEOWNERS ASSOCIATION

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Royal Troon Homeowners Association, a residential Condominium Project located in Orion Township, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called 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, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. The Condominium Project is a SITE CONDOMINIUM WITH STRUCTURAL LIABILITY. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. 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. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. 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, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget 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 shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association’s current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, 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 $5,000.00 annually for the entire Condominium Project, 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. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (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 requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a Cost exceeding $5,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 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 subparagraph (b) (but not including those assessments referred to in subparagraph 2(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 60% of all Co-owners in number and value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) **Royal Troon Homeowners Association Assessments.** The Association shall collect a pro rata share from each Co-owner, in addition to the assessments set forth above, of all assessments levied against the Royal Troon Homeowners Association by the Royal Troon Community Association or such other person or entity as may be responsible for levying and collecting assessments under the Declaration of Covenants, Conditions, Easements and Restrictions for the Royal Troon Community. The default and enforcement provisions contained in Sections 3 and 5 of this Article II shall apply with respect to the collection of all such assessments levied by the Royal Troon Community Association. All such assessments collected from the Co-owners shall be paid over by the Association to the Royal Troon Community Association (or other such person or entity) on or before the due date established for the payment of such assessments by the Board of Directors of said Community Association (or other such person or entity).

Section 3. **Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners 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 rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee’s interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. 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. An automatic late charge not exceeding $25 per installment per month may be added to each installment in default for 5 or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney’s fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due
dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to Royal Toon Community by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges and fines by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. 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. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of 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; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. 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 at public venue, pursuant to judicial proceedings, foreclosure by advertisement or any other means permitted by law 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 subparagraph 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.
(c) **Notice of Action.** 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 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address. A written notice that 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 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant’s capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney’s fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to 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 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 elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney’s 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.

Section 6. **Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which acquires title to 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 7. **Developer’s Responsibility for Assessments.** During the period up to the time of the First Annual Meeting of Members held in accordance with provisions of Article IX, Section 2 hereof, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment (except with respect to occupied units that it owns). Developer, however, shall during the period up to the First Annual Meeting of Members pay a proportionate share of the Association’s current maintenance expenses actually incurred from time to time, except expenses related to maintenance and use of the Units in the Project and of the dwellings and other improvements constructed within or appurtenance to the Units that are not owned by the Developer. For purposes of the foregoing sentence, the Developer’s proportionate share of such expenses shall be based upon the ratio of completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment, until after
said First Annual Meeting of Members, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Occupied Units owned by it. Developer shall, however, maintain at its own expense any incomplete Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not completed notwithstanding the fact that such incomplete Units may have been depicted in the Master Deed. Further, Developer shall in no event be liable for any assessment, general or special, levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the Township of Orion of Oakland County.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. 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 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount 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 the 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 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the 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. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator’s decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen’s compensation insurance, if applicable, pertinent to the exterior structure and party wall structure of the residential dwellings in the units and to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner should obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner’s responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and for everything related to the dwelling other than the exterior structure and the party wall structure, including such attachments to such structures as
insulation, wiring, drywall and everything else that is interior, including any fixtures, equipment and trim (as referred to in subsection (b) below) 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 the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to 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) **Insurance of Common Elements and Fixtures.** 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 current insurable replacement value, excluding foundation, sewers, roads and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association’s insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association’s records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall not include anything other than the exterior and party wall structure, nor shall it include such attachments to such structures as insulation, wiring, drywall, interior walls, floors within any Unit, nor the pipes, wires, conduits and ducts contained therein nor shall it include any fixtures and equipment within a Unit. It shall be each Co-owner’s responsibility to determine the necessity for and to obtain insurance coverage for everything other than the exterior and party wall structure, including such attachments to such structures as insulation, wiring, drywall and everything else that is interior, including all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) **Premium Expenses.** All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate bank account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be
required as provided in Article V of these Bylaws, the proceeds of any insurance received by
the Association as a result of any loss requiring repair or reconstruction shall be applied for such
repair or reconstruction.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by
ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association
as his true and lawful attorney-in-fact to act in connection with all matters concerning the
maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance
and workmen's compensation insurance, if applicable, pertinent to the Condominium Project,
his Unit and the General 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, to collect and remit premiums therefor, to collect
proceeds and to distribute the same to the Association, the Co-owners and respective
mortgagees, as their interests may appear (subject always to the Condominium Documents), to
execute releases of liability and to execute all documents and to do all things on behalf of such
Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of
the foregoing.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium
Premises shall be damaged, the determination of whether or not it shall be reconstructed or
repaired, and the responsibility therefor, shall be as follows:

(a) Partial Damage. If the damaged property is a Common Element, the
property shall be rebuilt or repaired, unless it is determined by a unanimous vote of 80% of the
Co-owners in the Condominium that the Condominium shall be terminated.

(b) Total Destruction. If the Condominium is so damaged that no dwelling
is tenable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners
in value and in number agree to reconstruction by vote or in writing within 90 days after the
destruction.

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


(a) Definition of Co-owner Responsibility. If the damage is only to a part of
the dwelling which is the responsibility of a Co-owner to maintain, repair and replace, it shall
be the responsibility of the Co-owner to maintain, repair and replace such damage in accordance with subsection (b) hereof. The responsibility for maintenance, repair and replacement of the exterior and party wall structures shall be that of the Association.

(b) Damage to Interior of Dwelling. Each Co-owner shall be responsible for the maintenance, repair and replacement for everything related to the dwelling other than the exterior and party wall structures, including such attachments to such structures as insulation, wiring, drywall and everything else that is interior, of the contents of his Unit, including, but not limited to, floors, floor coverings, wall coverings, window shades, draperies, interior walls, interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. If any other items located within a Unit are 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 institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as otherwise provided in the Master Deed and is: Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. 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 cost thereof are insufficient, assessment shall be made against all Co-owners for 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. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a dwelling adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within a reasonable time thereafter using its or his best efforts, after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit. In the event of any taking of all or any portion of a Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, 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 his mortgagee, as their interests may appear.

(b) **Taking of General Common Elements.** 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-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 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) **Continuation of Condominium After Taking.** 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 of 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. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

(d) **Notification of Mortgagees.** 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 institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 7. **Notification of FHLMC and FNMA.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") (or the Federal National Mortgage Association) ("FNMA") then, upon written request therefor by FHLMC or FNMA, the Association shall give it 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 $10,000 in the amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds $1,000.

Section 8. **Priority of Mortgagee Interests.** Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit 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 Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.
ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use and in accordance with the ordinances of Orion Township.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell 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 manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in his discretion and shall not be subject to the foregoing, or the leasing procedures set forth in subsection (b) below, when leasing to individuals that hold a binding Purchase Agreement for a Unit in the Condominium and are waiting to close and move into the Unit.

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, he shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.
(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

(ii) The Co-owner shall have 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.

(iii) If after 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 against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) 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’s Unit under a lease or rental agreement and the tenant, after receiving the notice, shall 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 constitute a breach of the rental agreement or lease by the tenant.

Section 3. Alterations and Modifications. 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, without limitation, exterior painting or the erection of antennas, lights, aerials, flags, awnings, doors, shutters, window air conditioning units, newspapers holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; providing, however, that any damage or expense or the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such
access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance, a nuisance or a safety hazard to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. 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 even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. Should the Association be granted certain limited rights to use the lakes and waterways within the Condominium Project, the exercise of such rights will be subject to rules and regulations developed by the Association.

Section 5. Pets. No animal may be kept or bred for any commercial purpose and 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 leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium 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 therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws 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. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association and/or revoke the privilege of a Co-owner to maintain a pet in the Condominium.
Section 6. **Aesthetics.** The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. 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. Vacant Units and Yard Areas must be neatly maintained with weeds cut and without accumulation of natural or other debris. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage appurtenant to that Co-owner's Unit, provided that (i) storage of any items of personalty for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personalty which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof, washing of vehicles which are owned by a Co-owner or those residing with that Co-owner shall be permitted by these Bylaws in the Limited Common Element driveways of the Unit owned by that Co-owner, provided the Association shall have the right to establish reasonable rules and regulations for such washing, including the time and manner thereof.

Section 7. **Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car in the garage space provided therefor and shall park any additional car which he owns in the Limited Common Element driveway immediately adjoining his garage space. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited. Parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to
be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

Section 8. Advertising. Except as may be displayed by the Developer or any successor Developer, no signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including 'For Sale' signs, without written permission from the Association and, during the Development and Sales Period, from the Developer.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the rules and regulations. Such rules and regulations may include, without limitation, the imposition of speed limits for vehicular traffic on the roads in the Condominium and the uses to which the General Common Element Areas may be put. Such uses may include, without limitation, the employment of such General Common Element areas for jogging, hiking, walking, cycling or other purposes and uses consistent with the establishment and maintenance of Royal Troon on the New Course at Indianwood as a first-class residential community. All such restrictions shall be fairly and equitably administered for the benefit of all Co-owners. The purpose of such regulatory authority vested in the Association is to assure that all such amenities will be utilized in a reasonable, safe, orderly and environmentally sound manner with due regard for preservation of serenity, avoidance of congestion and maintenance of high community standards and with due consideration, as well, to the reasonable usage of the lake in relation to other lawful users thereof.

Section 10. Right of Access of Association. 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, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and Limited Common Elements appurtenant thereto as may be necessary to respond to emergencies or to make emergency repairs to prevent damage to the Common Elements or another Unit. 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 necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide 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
necessary 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 11. **Landscaping.** No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association. No trees over three (3) inches in diameter may be removed from any Unit or its appurtenant Limited Common Elements without the consent of the Developer (during the Development and Sales Period) or the owner of the adjoining golf courses and the Association (after the Development and Sales Period ends).

Section 12. **Common Element Maintenance.** Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of recreational facilities, if any, in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 13. **Co-owner Maintenance.** 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 or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect 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, 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 limited 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 14. **Reserved Rights of Developer.**

(a) **Prior Approval by Developer.** During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or
landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Developer’s Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, advertising display signs, storage areas and 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 the Developer and may continue to do so during the entire Development and Sales Period and may continue to do so even after the conclusion of the Development and Sales Period and for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as condominiums within one mile from the perimeter of Royal Troon Community. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity, it desires, including the erection of any and all kinds of temporary facilities relative to the marketing, promotion of the Project, or other Developer activity within Royal Troon Community or the area within said one mile perimeter.

(c) **Enforcement of Bylaws.** The Condominium project 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-owners and all persons interested in the Condominium and in the Royal Troon Community. If at any time the Association or any Co-owner 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, then 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 Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

(d) **Developer’s Right to Maintain Signs.** The Developer reserves the right, until the termination of the Project, to maintain a sign on the Condominium Premises that reflects the name of the Project and identifies the involvement of the Developer, and/or any one of the Developer's affiliates, in the development of the Project. The Developer is obliged to maintain the sign throughout the life of the Project.
Section 15. **Non-Disturbance of Wetlands.** A certain portion of the land within the Condominium may be a wetland which is protected by federal and state law. Under the provisions of the Goemaere-Anderson Wetland Protection Act, Public Act No. 203 of 1979, any disturbance of a wetland by depositing material in it, dredging or removing material from it, or draining water from the wetland may be done only after a permit has been obtained from the Department of Natural Resources or its administrative successor. The penalties specified in the Goemaere-Anderson Wetland Protection Act are substantial. In order to assure no inadvertent violations of the Goemaere-Anderson Wetland Protection Act occur no Co-owner may disturb the wetlands within the wetlands easements shown on the Condominium Subdivision Plan without obtaining: (1) written authorization of the Association; (2) any necessary municipal permits; and (3) any necessary state permits. The existence of the wetlands easements depicted on the Condominium Subdivision Plan is an absolute bar to construction of any improvements on the wetlands easements areas. The Association may assess fines and penalties as provided for in these Bylaws for violation of this Section 15 and may seek injunctive and/or equitable relief to protect the wetlands easements.

Section 16. **Declaration of Easements, Covenants, Conditions and Restrictions for Royal Troon Community.** The Declaration of Easements, Covenants, Conditions and Restrictions for Royal Troon Community as defined in Article III of the Master Deed is incorporated herein by reference and shall be binding upon all Co-owners and the Association to the extent applicable to the Condominium Project. In accordance with such Declaration, each Co-owner in Royal Troon shall abide by the provisions contained in said Declaration as it may be amended and by the rules and regulations that may be established from time to time as is provided in the Declaration.

**ARTICLE VII**

**MORTGAGES**

Section 1. **Notice to Association.** Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit 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 60 days.

Section 2. **Insurance.** The Association shall 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 amounts of such coverage.

Section 3. **Notification of Meetings.** Upon request submitted to the Association, any institutional 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

VOTING

Section 1. **Vote.** Except as provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned and one 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.

Section 2. **Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns.

Section 3. **Designation of Voting Representative.** 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. Such notice shall be signed and dated by 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.

Section 4. **Quorum.** The presence in person or by proxy of 35% 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 by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. **Voting.** Votes may be cast only in person 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.

Section 6. **Majority.** A majority, except where otherwise provided herein, shall consist of more than 50% 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 vote, if applicable, at a given meeting of the members of the Association.

**ARTICLE IX**

**MEETINGS**

Section 1. **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. **First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% of the Units in Royal Troon Homeowners Association have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. **Annual Meetings.** Annual meetings of members of the Association shall be held on the third Tuesday of May each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these
Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. **Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. **Adjournment.** If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. **Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meetings or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. **Action Without Meeting.** Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of

195
-22-
votes which would be required for approval if the action were taken at a meeting at which the
total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either
annual or special, however called and noticed, shall be as valid as though made at a meeting
duly held after regular call and notice, if a quorum is present either in person or by proxy; and
if, either before or after the meeting, each of the members not present in person or by proxy,
signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of
the minutes thereof. All such waivers, consents approvals shall be filed with the corporate
records or made a part of the minutes of the meeting.

Section 10. Minutes: Presumption of Notice. Minutes or a similar record of the
proceedings of meetings of members, when signed by the President or Secretary, shall be
presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any
such meeting that notice of the meeting was properly given shall be prima facie evidence that
such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the
Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the
Units that may be created, whichever first occurs, the Developer shall cause to be established
an Advisory Committee consisting of at least 3 non-developer Co-owners. The Committee shall
be established and perpetuated in any manner the Developer deems advisable, except that if more
than 3 of the nondeveloper Co-owners petition the Board of Directors for an election to select
the Advisory Committee, then an election for such purpose shall be held. The purpose of the
Advisory Committee shall be to facilitate communications between the temporary Board of
Directors and the other Co-owners and to aid in the transition of control of the Association from
the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist
automatically when the nondeveloper Co-owners have the voting strength to elect a majority of
the Board of Directors of the Association. The Developer may remove and replace at its
discretion at any time any member of the Advisory Committee who has not been elected thereto
by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be
comprised of 3 members. The affairs of the Association shall be governed by a Board of
Directors, all of whom must be members of the Association or officers, partners, trustees,
employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors shall be comprised of 3 persons and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The term of office shall be 2 years. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, at least 1 Director and not less than 25% of the Board of Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, not less than 1/3 of the Board of Directors shall be elected by non-developer Co-owners. When the required number of conveyances have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Additional non-developer Co-owners may also be elected to the Board or removed therefrom at the Developer’s pleasure.

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

(1) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, the nondeveloper Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established.
in subsection (i). Application of this subsection does not require a change in the size of
the Board of Directors.

(3) If the calculation of the percentage of members of the Board of
Directors that the non-developer Co-owners have the right to elect under subsection (ii),
or if the product of the number of members of the Board of Directors multiplied by
the percentage of Units held by the non-developer Co-owners under subsection (b) results
in a right of non-developer Co-owners to elect a fractional number of members of the
Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up
to the nearest whole number, which number shall be the number of members of the
Board of Directors that the non-developer Co-owners have the right to elect. After
application of this formula the Developer shall have the right to elect the remaining
members of the Board of Directors. Application of this subsection shall not eliminate
the right of the Developer to designate 1 Director as provided in subsection (i).

(4) At the First Annual Meeting 2 Directors shall be elected for a term
of 2 years and 1 Director shall be elected for a term of 1 year. At such meeting all
nominees shall stand for election as 1 slate and the 2 persons receiving the highest
number of votes shall be elected for a term of 2 years and the person receiving the next
highest number of votes shall be elected for a term of 1 year. At each annual meeting
held thereafter, either 1 or 2 Directors shall be elected depending upon the number of
Directors whose terms expire. After the First Annual Meeting, the term of office (except
for 1 of the Directors elected at the First Annual Meeting) of each Director shall be 2
years. The Directors shall hold office until their successors have been elected and hold
their first meeting.

(5) Once the Co-owners have acquired the right hereunder to elect a
majority of the Board of Directors, annual meetings of Co-owners to elect Directors and
conduct other business shall be held in accordance with the provisions of Article IX,
Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties
necessary for the administration of the affairs of the Association and may do all acts and things
as are not prohibited by the Condominium Documents or required thereby to be exercised and
done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws
or any further duties which may be imposed by resolution of the members of the Association,
the Board of Directors shall be responsible specifically for the following:

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

(b) To levy and collect assessments from the members of the Association and
to use the proceeds thereof for the purposes of the Association, it is expressly understood that
the Association may from time to time convey portions of the property underlying the General
Common Elements to the owner of the Indianwood Golf and Country Club which, in the opinion of the Board of Directors, not necessary or desirable for the Condominium.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

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

(j) To enforce the provisions of the Condominium Documents.

(k) To collect from each Co-owner his prorata share of all assessments levied against the Association under the Declaration of Easements, Covenants, Conditions and Restrictions for Royal Troon Community as defined in Article III of the Master Deed and to pay such assessments to the person or entities entitled thereto under the aforesaid Declaration.

(i) To delegate to Royal Troon Community Association, as established pursuant to the Declaration, such of the Association's responsibilities for maintenance, repair, replacement, operation and administration of the Common Elements as the Board may, in its discretion, deem appropriate from time to time. Further, the Board shall comply with and adhere to such standards of maintenance, repair, replacement, operation and administration for condominium projects and other residential developments within Royal Troon Community as may be determined from time to time by Royal Troon Association.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional 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 Sections 3 and 4 of this Article, 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 professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days’ written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 5. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for such meeting.
Section 10. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. **First Board of Directors.** The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. **Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

**ARTICLE XII**

**OFFICERS**

Section 1. **Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.
(a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. **Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. **Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.
ARTICLE XIII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.
ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association 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 Association, 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, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the 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 Association. 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 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee, including, without limitation, amendments either altering or confirming the size of the Board of Directors as provided in Article XI, Section 2.
Section 5. **When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 6. **Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws 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 XVII**

**COMPLIANCE**

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

**ARTICLE XVIII**

**DEFINITIONS**

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

**ARTICLE XIX**

**REMEDIES FOR DEFAULT**

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. **Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's 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’s fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, 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 exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. 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 in accordance with the provisions of Article XX thereof.

Section 5. Non-waiver of Right. 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 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one 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.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed
responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of the Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at his option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) Default. Failure to respond to the Notice of Violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. Twenty-Five Dollars ($25.00) fine.

(c) Third Violation. Fifty Dollars ($50.00) fine.

(d) Fourth Violation and Subsequent Violations. One Hundred Dollars ($100.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article XI and Article XIX of the Bylaws.
Section 5. Developer Exempt From Fines. The Association shall not be entitled to assess fines against the Developer during the Development and Sales Period for any alleged violations of the Condominium Documents but shall be remitted solely to its other legal remedies for redress of such alleged violations.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter 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 in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer’s rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such 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.
MEMORANDUM

TO: Zoning Board of Appeals

FROM: Lynn Harrison, Planning & Zoning Coordinator

DATE: July 15, 2021

SUBJECT: AB-2021-15 thru AB-2021-19, MacLeish Building Inc. Cases

Attached is a tally sheet and the corresponding resident letters received in response to the variance requests for ZBA cases AB-2021-15 thru AB-2021-19.

It is not necessary to read each individual letter into the record however, whichever member chooses to do so, read the name and address of each letter writer and if they were “In Favor” or “Opposed”.

Please contact me if you have any questions.
### AB-2021-15 thru AB-2021-19 & AB-2021-45

**MacLeish Building - Royal Troon Condominium**

09-04-402-033, 034, 035, 036, 037, 038, 041, 042, 047, & 048

<table>
<thead>
<tr>
<th>Name</th>
<th>Owner of (address)</th>
<th>In Favor</th>
<th>Opposed</th>
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<tbody>
<tr>
<td>Barbara Unger</td>
<td>61 Burniah Lane</td>
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<td>X</td>
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<tr>
<td>Paul J. Garko &amp; Sharon E. Yourth</td>
<td>136 Sandhills Lane</td>
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<tr>
<td>Dan &amp; Susan Kowalski</td>
<td>114 Sandhills Lane</td>
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<tr>
<td>Gray &amp; Wendy Razlog</td>
<td>122 Burniah Lane</td>
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<tr>
<td>Marygrace &amp; John Rowlands</td>
<td>144 Sandhills Lane</td>
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<td>Robert &amp; Sandra Bean</td>
<td>141 Burniah Lane</td>
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<td>Gary Marriott</td>
<td>152 Burniah Lane</td>
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<td>Deborah Bouts</td>
<td>64 Sandhills Lane</td>
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<td>Dennis &amp; Carol Banks</td>
<td>76 Sandhills Lane</td>
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<td>Pam Ramsey</td>
<td>103 Burniah Lane</td>
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<td>X</td>
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<td>Mary Heffner</td>
<td>142 Burniah Lane</td>
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<td>Deborah Williams</td>
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<td>Carol Boivin</td>
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<td>Mary Ulicny</td>
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<td>Harry Hogan</td>
<td>96 Sandhills Lane</td>
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<td>John Klein</td>
<td>33 Burniah Lane</td>
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<td>Steve &amp; Cindy Danton</td>
<td>123 Burniah Lane</td>
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<td>Mary Heffner - Additional Support Letter</td>
<td>142 Burniah Lane</td>
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<td>Thomas &amp; Margaret Nicosia</td>
<td>86 Sandhills Lane</td>
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</tr>
<tr>
<td>Bill &amp; Jeannie Turley</td>
<td>30 Burniah Lane</td>
<td>X</td>
<td></td>
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</tbody>
</table>
Good morning,

I am submitting comments for the public hearing today at 7:00 pm.

The proposed units are too large for the space available. The outside walls of the proposed units are less than one yard from the landscape beds of the adjacent units. It will not only be horribly unattractive for residents and passersby but the space between the buildings is not functional. The units will appear “shoved” into place. The space and existing basement were prepared for much smaller units. The proposed units need to be reduced in size or plans changed to single units to prevent an eyesore in Royal Troon and a crowded, non-functional setting for neighboring units.

Thank you,
Barbara Unger
61 Burniah Lane
Lake Orion, MI 48362
Lynn Harrison

From: pgarko@comcast.net
Sent: Tuesday, June 8, 2021 10:50 AM
To: Lynn Harrison
Cc: admin@macleishbuilding.com; syourth@comcast.net
Subject: Royal Troon Buildout discussion

Lynn,

This note is written in support of the buildout of the Royal Troon Condominium subdivision by MacLeish Building Inc. My wife and I realize there are some homeowner concerns but we believe it is in the best interest of the community overall to complete the subdivision.

If you have any comments or concerns, please feel free to respond.

Paul J. Garko
Sharon E. Yourth
136 Sandhills Lane,
Lake Orion, Mi. 48362
Lynn Harrison

From: Dan Kowalski <dank@arrow-select.com>
Sent: Tuesday, June 8, 2021 10:18 AM
To: Lynn Harrison
Cc: admin@macleishbuilding.com
Subject: Royal Troon buildout

Lynn,

My wife and I have been residents of 114 Sandhills Drive in the Royal Troon Condominium complex for nearly 14 years. As you may know, this development has had its challenges in regard to a total buildout. That being said, we would like to see the remaining lots be built out.

In reference to the Macleish Building company, I attended a meeting hosted by them several weeks ago for the entire community where they presented renditions of their planned ranch units. While not ideal, we feel that the Macleish’s have made every attempt to make the ranch units blend into our community with the use of similar brick, shingles, tutor effects, gutters, garage doors, and the like.

We understand that certain factions within our community are in disagreement (mostly those adjacent to remaining lots). It is not Macleish’s fault that previous builders didn’t conform to variances within the building footprint; rather that falls on the Township. Consequently, some units may be a little closer (to planned ranches) than some would like. We already have a similar situation on Sandhills across from us where a unit was built several years ago. The proposed ranch units have entrances off the front, so it would be a more desirable situation than what we have across the street where two side porches are quite close.

I can also add that our neighbors (same building) in 116 are adjacent to an undeveloped lot and are in favor of the buildout as well.

In summary, we give our total support to the buildout with the Macleish Building company.

Regards,

...Dan and Susan Kowalski
Lynn Harrison

From: wendy razlog <wraz3890@hotmail.com>
Sent: Monday, June 7, 2021 12:13 PM
To: Lynn Harrison
Cc: admin@macleishbuilding.com
Subject: Buildout of Royal Troon Condominiums

We are writing this email to comment on the buildout of Royal Troon Condominiums in Lake Orion. We have lived here for a little over 4 years and love the community, but the empty lots are somewhat depressing and not very nice to look at! When we heard that Mr. MacLeish was very interested in finishing out the development we were overjoyed.

We feel that this is something that should move forward. It will not only enhance our development, but assist with new buyers' financing. We had a difficult time finding a mortgage company to get financing for our condo due to the fact it was considered "undeveloped." In fact, our condo had a buyer before us, but they were unable to get financing due to the development being unfinished.

Mr. MacLeish has worked diligently on working to complete this project and developing plans. The units he is planning on building are in very good taste and will sell very quickly. We feel he should be commended and given the go ahead to complete this.

We realize that there are VERY FEW co-owners who are against this buildout. Those co-owners wish to keep an empty lot next to them. That is unfair to the rest of the community. The vast majority of the co-owners in this development are for this to development to be finished and that should be the most important thought with the ZBA.

Regards,

Gary & Wendy Razlog
122 Burniah Ln.
Lake Orion, MI 48362

Virus-free. www.avast.com
Hello Lynn

My husband and I have been home owners in Royal Troon since 2013. For several reasons we are very interested in seeing additional units being built by Macleish on the vacant lots on Sandhills Lane and Burniah. First, when we first bought we were unable to get a FHA approved loan due to the fact the community was not "built out". We know this impacts other potential buyers. Secondly, our association could use the additional revenue the HOA fees would provide. It is expensive to maintain roads, buildings and surroundings. Our community is a wonderful place to live and we are aware of numerous couples that would like the opportunity to live here.

We see the additional build out as positives to Royal Troon and ask that you consider approving the zoning and build out at the June meeting.

Regards
Marygrace and John Rowlands
144 Sandhills Lane

Marygrace Rowlands
Stay safe. Mask Up!

Sr. Capture Manager, GHHS
IBM Watson Health
+1 (480) 486-7282 m
marygrace.rowlands@ibm.com

IBM Watson Health™
To: Lynn Harrison
From: Robert and Sandra Bean
141 Burniah Ln
Lake Orion, Mi 48362
248-980-8185

This email is in regards to the build out being done by MacLeish Building. Our community needs to see this completed. We have had empty lots for many years and need to see our community completed. We have seen the lay out of the new build out and find it suitable to our neighborhood. One neighbor was complaining that it will ruin his view of the sunset...I'm sure when they bought their condo they knew there would be condos built on the empty lots. At this point because of the lack of completing the condos we are unable to refinance our home. Trying to sell our home is also a problem.

Please consider the whole community when you make your decision.

Thank you,
Robert and Sandra Bean
Hi,

I want to go on record that I am in complete support of the build out of the Royal Troon condominiums proposed by MacLeish. I think MacLeish has done a great job communicating their proposal and that the construction of the condos as presented to the Royal Troon community will fit in well with the existing condos and be a great enhancement.

Please vote Yes to this proposal.

Gary Marriott
152 Burniah Lane
Lake Orion, MI 48362
1-248-705-5160
As a current resident of Royal Troon I appreciated the opportunity to speak with the developer at the meeting last week and see the specific plans for the new condominiums in our development. The projected units will be an excellent addition. The drawings and description reveal much care attending to the overall esthetic of the neighborhood and will likely increase the value to all of our properties. It was unfortunate that during this meeting a single individual, opposed to a new unit being built next to his unit, loudly attempted to dominate discussion with bullying behavior.
I most certainly look forward to the groundbreaking for these new units without further delay.

Sent from my iPad
We are in favor of the new condos being built.

Dennis and Carol Banks
76 Sandhills Lane
Lake Orion
248 929 8170
Lynn Harrison

From: Pam Ramsey <pamramsey49@gmail.com>
Sent: Saturday, June 5, 2021 12:23 PM
To: Lynn Harrison
Subject: Build out for Royal Troon

I am in favor of the buildout.
From: sadiedog96 <sadiedog96@gmail.com>
Sent: Thursday, June 3, 2021 2:43 PM
To: Tammy Girling <tgirling@oriontownship.org>
Subject: Royal Troon Condo Build Out

I would like to register my support for Dan MacLeish to build out the condos in my development. We had a meeting last week with the builder and the community. Dan is building some great homes and is very considerate of all of the residents in creating a design that fits in very beautifully in the neighborhood. The ONE dissenting individual at the meeting was given an offer by the builder to purchase the property next to him. I surveyed and talked to every member of this community prior to that meeting and 39 homes were totally in support of this build. The ones that did not sign supported the build but wanted to see the units, which was accomplished at the meeting. The rest of the units, I did not catch people at home so, in effect, I was not able to register their support or comment. Our community needs this build, if one person can put us in jeopardy of our community’s future, then we are in trouble. I hope you will consider this upon your review. The builder has done everything possible to do this right, he owns the property and can do what he wants once approved by the township. We want his expertise here, we don’t want it to be sold and go to a builder that is going to lower our community value. That is a fear. Just like anyone, he can move if he does not like what is happening in the lot that was there when he bought it. I can move if I don’t like the outcome of this meeting. We all knew from the day we bought that this was to happen. He thinks he can take us all down to get what he wants for his mistake.

Thank you and I will be in attendance,
Mary Heffner
Royal Troon
142 Burniah Lane
Lake Orion
Tammy Girling
Director
Planning & Zoning
2525 Joslyn Road, Lake Orion, MI 48360
O: 248.391.0304, ext. 5000  C: 248.978.2132
F: 248.391.1454  W: www.oriontownship.org

-----Original Message-----
From: Debbie Williams <wdmwdeb@comcast.net>
Sent: Thursday, June 3, 2021 7:25 PM
To: Tammy Girling <tgirling@oriontownship.org>
Subject: Royal Troon Build Out

I want to document my support for Dan MacLeish’s build out proposal for condos in Royal Troon. His condos are high quality and will add value to our community and Lake Orion. I have lived in Royal Troon for 16 years and am the original owner of my condo. We have had economic situations that have delayed this build out over the years.

Fortunately, Dan MacLeish is willing to complete our community and keep it a beautiful place to live.

I look forward to the Township approving his plans.

Thank you.

Deborah Williams
140 Burniah Lane
Lake Orion

Sent from my iPhone
Lynn Harrison

From: Tammy Girling
Sent: Friday, May 28, 2021 3:26 PM
To: Lynn Harrison
Subject: FW: The buildings to be constructed in the Royal Troon Subdivision

For Troon ZBA.

Tammy Girling
Director
Planning & Zoning
2525 Joslyn Road, Lake Orion, MI 48360
O: 248.391.0304, ext. 5000  C: 248.978.2132
F: 248.391.1454  W: www.oriontownship.org

-----Original Message-----
From: Carol Boivin <cb12654@gmail.com>
Sent: Friday, May 28, 2021 2:53 PM
To: Tammy Girling <tgirling@oriontownship.org>
Subject: The buildings to be constructed in the Royal Troon Subdivision

I am very much in favor of the proposed condo plans by McLeish. They have gone to great lengths to satisfy the desires of everyone in our community with few exceptions. We would like to get this buildout underway.

Thank you,
Carol Boivin
130 Burniah Lane
To the Zoning Board

I live at 106 Sandhills Lane in Royal Troon Condominiums

I am in favor of the proposed condo plans by McLeish to finally build out our community.

They have worked with our association to make the proposed condos fit with the existing ones.
From: Tammy Girling  
Sent: Tuesday, June 1, 2021 8:25 AM  
To: Lynn Harrison  
Subject: FW: Build out at Royal Troon

Tammy Girling  
Director  
Planning & Zoning  
2525 Joslyn Road, Lake Orion, MI 48360  
O: 248.391.0304, ext. 5000  C: 248.978.2132  
F: 248.391.1454  W: www.oriontownship.org

-----Original Message-----
From: Harry Hogan <hgolfhog@aol.com>  
Sent: Monday, May 31, 2021 7:23 PM  
To: Tammy Girling <tgirling@oriontownship.org>  
Subject: Build out at Royal Troon

I would like to support the build out at Royal Troon. We had a recent meeting with the developers and they seemed very much in tune with my feelings. Thank you.

Harry Hogan  
96 Sandhills Lane  
Lake Orion 48362  
(248) 978-5291

Sent from my iPhone
Lynn Harrison

June 12, 2021

I am a resident of Royal Troon and interested in the development of the vacant lots in the subdivision,

I am in favor of a build out of the subdivision, since I do not like seeing vacant land that is not properly maintained. This property has remained vacant for too long and it is time to develop the remaining lots in Royal Troon.

I do object to the plan for lots 47 and 48. The lot for these residences is marginal for the proposed building. The indicated plot would crowd the adjoining residences, not consistent with other buildings in the subdivision.

A more desirable plan would consider the space and provide for a two-story building that would allow for adequate spacing on the lot without trying to squeeze large building into a small space.

I believe that the property values of the adjoining residences would be affected due to the closeness of the buildings.

Sincerely,

John Klein

33 Burniah Lane
From: Stephen Danton <sldckd@sbcglobal.net>
Sent: Sunday, June 13, 2021 8:35 PM
To: Lynn Harrison
Subject: Royal Troon build out.

Just want indicate we are in favor of the submitted build out plans for Royal Troon Condo Association. We recommend all variances be approved. We need this to finally get rid of vacant lots. This will also enable new purchasers to obtain a mortgage.

Sincerely, Steve and Cindi Danton
123 Burniah Lane, lake Orion.

Sent from my iPhone
I would like to register my support for the buildout of Royal Troon, with Dan Macleish Building. I personally went around to the whole community to gather signatures for the support of the build. I did not get a response from every house, some were not home. Of all the members of this community that I talked to, I have 40 that signed to support. We can not let one person dictate what happens to a community of 62 people. We all knew when we moved here that a buildout was coming at some point and we were all hopeful. He is building a beautiful condo and we hope that you will approve that build. We need the HOA funding that these new units will support. We also need to be able to get mortgages in this community.

Thank you
Mary Heffner
142 Burniah.
My husband and I live in Royal Troon at 86 Sandhills Lane. We will be on vacation and unable to attend the Township meeting on July 26. We support MacLeish’s request for deviations to build out Royal Troon. This development has been stagnant for way too long & it’s in the best interest of the majority of condo owners to allow MacLeish to finish the condos.

We are well aware that a very few of the residents are strongly opposed, but I truly believe the vast majority of residents very much approve.

Thank you,
Thomas & Margaret Nicosia

Sent from my iPad
Date: June 10, 2021

Subject: Royal Troon new development proposal

To Whom it May Concern,

As a current co-owner located at 30 Burniah Lane (Lot 50), we are providing this feedback regarding the proposed new construction within the existing community. Based on attending the MacLeish Building Inc. meeting on May 27th, our overall impression is favorable with the understanding the new units will not follow the existing architecture.

However, it is apparent that the Lot just south of 32 Burniah (Units 47 & 48) should require a comprise between the MacLeish requested variance for the size & style to accommodate the aesthetics within the neighborhood. This current lot has been referred to as the builders graveyard based on already having a foundation poured. During the MacLeish meeting the neighbors located on both sides of this lot urged the residents to review the blue stakes that will represent the new proposed building envelope. Upon my walk around I understand the major concern our fellow neighbors are experiencing as it appears the size of the intended construction is too large for this lot. Generally home values make up a significant portion of many persons investment portfolios and with a future potential to decrease their value it would be hard to bear.

Sometimes in life we should look at the issue from the other persons perspective. I believe most people, including the board, would object to the current proposed home style (for Unit 47 & 48) if they had to live next door. Seems oblivious that rebuilding the previous Tudor style originally intended for this one situation would be an acceptable comprise.

Again, the overall plan provided by MacLeish should be good for the community and much appreciated for their continued investment in Royal Troon.

Sincerely,

Bill & Jeannie Turley

Bill mobile 248-331-3041
MOTION OPTIONS

TO: Charter Township of Orion Zoning Board of Appeals

FROM: Lynn Harrison, Planning & Zoning Coordinator

DATE: July 15, 2021

RE: AB-2021-15, MacLeish Building Inc., Vacant Property North of unit 32 Burniah Ln., sidwell numbers 09-04-402-033 & 034

I am providing motion options for the above-mentioned case.

Please consider and deliberate on each of the criteria listed which the applicant should meet in order for their request to be approved. These are known as the Findings of Fact and need to be included in a motion for either approval or denial. Any additional Findings of Facts should be added to the motion.

The variance language listed was verified by the petitioner/applicant and advertised to the public. As a reminder - due to the language being advertised, the ZBA may lessen the requested deviation(s) but cannot grant more than what was advertised.

If you have any questions regarding the case, please give me a call at the Township ext. 5001.
SAMPLE MOTION FOR

APPROVAL OF A NON-USE VARIANCE

In the matter of ZBA case # AB-2021-15, MacLeish Building Inc., Vacant Property North of unit 32 Burniah L.n., sidwell numbers 09-04-402-033 & 034, I would move that the petitioner’s request for:

3 variances from Zoning Ordinance #78

1. A 7.08-ft. side yard setback variance from the required 20-ft. to construct a 2-unit condominium 12.92-ft from the adjacent condominium unit (south, between units 32 & 33 - from existing covered porch to proposed building).

2. A 1-ft. rear yard setback variance from the required 30-ft. to construct unit 33, 29-ft from the rear property line.

3. A 1.5-ft. rear yard setback variance from the required 30-ft. to construct unit 34, 28.5-ft. from the rear property line.

be granted because the petitioner did demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does show the following Practical Difficulty (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

2. The following are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
4. The granting of the variance or modification will not be materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:


Further, based on the following findings of facts, the granting of this variance would not:

1. Impair an adequate supply of light and air to adjacent property due to:


2. Unreasonably increase the congestion in public streets due to:


3. Increase the danger of fire or endanger the public safety due to:


4. Unreasonably diminish or impair established property values within the surrounding area due to:


5. Or, in any other respect, impair the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:


233
SAMPLE MOTION FOR

DENIAL OF A NON-USE VARIANCE

In the matter of ZBA case #AB-2021-15, MacLeish Building Inc., Vacant Property North of unit 32 Burniah L.n., sidwell numbers 09-04-402-033 & 034, I would move that the petitioner’s request for:

3 variances from Zoning Ordinance #78

1. A 7.08-ft. side yard setback variance from the required 20-ft. to construct a 2-unit condominium 12.92-ft from the adjacent condominium unit (south, between units 32 & 33 - from existing covered porch to proposed building).

2. A 1-ft. rear yard setback variance from the required 30-ft. to construct unit 33, 29-ft from the rear property line.

3. A 1.5-ft. rear yard setback variance from the required 30-ft. to construct unit 34, 28.5-ft. from the rear property line.

be denied because the petitioner did not demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does not show Practical Difficulty due to (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

2. The following are not exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

3. The variance is not necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
4. The granting of the variance or modification will be materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:

Further, based on the following findings of facts, the granting of this variance would:

1. Impair an adequate supply of light and air to adjacent property due to:

2. Unreasonably increase the congestion in public streets due to:

3. Increase the danger of fire or endanger the public safety due to:

4. Unreasonably diminish or impair established property values within the surrounding area due to:

5. Or, In any other respect, impair the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:


235
Charter Township of Orion Zoning Board of Appeals

Application for Appeal - Single Family Residential

NOTICE TO APPLICANT:
The following application must be completed and filed with the Township at least thirty days prior to a scheduled ZBA meeting in order to initiate an appeal. There is a non-refundable fee of $200.00 for a residential application.

Regular meetings of the ZBA are held on the second and fourth Mondays of each month at 7:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan 48360. A minimum of three cases are required in order to hold a meeting with a maximum of five. The applicant or a representative with written permission from the property owner must be present at the meeting.

PROOF OF OWNERSHIP MUST BE INCLUDED WITH THIS APPLICATION. Acceptable forms of documentation include: Warranty Deed, Quit Claim Deed, Land Contract, or Option to Purchase with a Copy of the Warranty Deed.

APPLICANT

Name: MacLeish Building Inc.
Address: 650 E. Big Beaver Rd. Suite F
City/State/Zip: Troy, MI 48083
Phone: 248-524-3244
Cell: 
Fax: 248-524-2345
Email: admin@macleishbuilding.com

PROPERTY OWNER(S)

Name(s): JDT Company LLC - MacLeish Building Managing Company
Address: 650 E. Big Beaver Rd. Suite F
City/State/Zip: Troy, MI 48083
Phone: 248-524-3244
Cell: 
Fax: 248-524-2345
Email: admin@macleishbuilding.com

CONTACT PERSON FOR THIS REQUEST

Name: Daniel D. MacLeish
Phone: 248-524-3244
Email: admin@macleishbuilding.com

SUBJECT PROPERTY

Address: 112 & 110 Burniah Lane
Sidewell Number: 09-04-402-033/34
Total Acreage: N/A
Length of Ownership by Current Property Owner: 12 Years, 5 Months

Does the owner have control over any properties adjoining this site? Turnberry
Zoning Ordinance Allowance/Requirement
Deviation requested
Case #: ______________________

RESIDENTIAL VARIANCE

1. Describe in detail the nature of the request. SEE ATTACHED

2. Describe how the request results from special or unique circumstances particular to the property, which are not applicable to other properties in the surrounding area. SEE ATTACHED

3. If the appeal is granted, please explain how the variance will/will not be materially detrimental to the public health, safety and welfare, or to other properties or improvements in the Township: SEE ATTACHED

4. Explain how the request is/is not consistent with other properties in the immediate area, please site examples if possible: SEE ATTACHED

5. Describe how the alleged practical difficulty has not been self-created. SEE ATTACHED

6. The topography of said land makes the setbacks impossible to meet because: SEE ATTACHED

7. Describe how strict compliance with the ordinance unreasonably prevents the owner from using the property for a permitted purpose, or to be unnecessarily burdensome. SEE ATTACHED
Case #: ______________________

8. Have there been any previous appeals involving this property? If so, when? ______________________

9. Is this request the result of a Notice of Ordinance Violation? ☐ Yes ☐ No

I/We, the undersigned, do hereby request action by the ZBA on the variance or specified matter above, in accordance with Sections 30.06, 30.07, 30.08, 30.10, and 30.11 of the Zoning Ordinance. In support of this request the above facts are provided. I hereby certify that the information provided is accurate and the application that has been provided is complete. As the property owner (or having been granted permission to represent the owner as to this application), I hereby grant the Zoning Board of Appeals members permission to visit the property, without prior notification, as is deemed necessary.

Signature of Applicant: ______________________ Date: 03/26/2021

Print Name: Daniel D. MacLeish II

Signature of Property Owner: ______________________ Date: 03/26/2021

Print Name: Daniel D. MacLeish Sr. - Owner/Managing Partner - JDT

If applicable:
I the property owner, hereby give permission to ______________________ to represent me at the meeting.

OFFICE USE ONLY

Zoning Classification of property: ______________________ Adjacent Zoning: N. S. E. W.

Total Square Footage of Principal Structure: __________ Total Square Footage of Accessory Structure(s): __________

Description of variance(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Date Filed: __________ Fee Paid: __________ Receipt Number: __________
Applicant requests a variance of the “stated” side yard setbacks from 30ft to less than 30ft, but not less than 20ft, as in the site plan which accompanies this application.

2. Applicant’s Unit is in a development consisting of duplex condominium units, two units in each building. There are no private yards. The spaces between buildings are Common Elements under a Master Deed and are maintained by the Homeowner’s Association. The setback applicable to Applicant’s building does not allow for buildings acceptable to the market that exists today. For that reason, no new construction has been feasible on these sites for over 20+ years due to the sites being unworkable for today’s modern condominium floor plan.

3. It is common and customary to allow flexibility for setback in a condominium so long as setbacks from outside properties are preserved. Thirty-foot existing setbacks between the buildings in the Royal Troon Condominium and the boundaries of the Condominium are preserved. Therefore, no residents of areas outside the condominium are affected. Within the condominium the units are all zero lot line on one side of the resident’s buildings. A 20 foot or greater set back from the neighboring building is sufficient for health and safety. The loss of set back is outweighed by the advantage to residents of having the condominium fully built out instead of the current look of an unfinished project. Moreover, the homes to be built will have the quality of existing homes as to design, materials and size. Sizes will be the same but units will be one story instead of one and a half stories.

4. Some of the buildings in the condominium development already have less than a thirty foot setback. All the units have zero setbacks on one side. There is no reason to equate the side yard requirements/setbacks of Royal Troon with other surrounding single family developments. The variance will allow for a more modern, up to date product to be built having the greatest appeal to new home buyers looking for a condominium development. The units Applicant proposes are single story vs. 1.5 stories but sized similarly to still maintain the same square footage of the older 1.5 story existing units. A large portion of the condominium market is looking for a single story, ranch style floor plan for ease of use, cleaning and maintaining the property. The newer proposed units are more likely to be sold than those with the prior design due to the popularity of this single story, open floor plan concept and style which resonates with condominium buyers today. This product will cost more than the existing units to construct but will enhance and add value to the existing condominium units upon completion. This design when built will likely have a greater taxable value for real property tax purposes. The proposed new floor plan is very consistent with the other properties in meeting the same or similar square footage; essential common rooms, i.e., kitchen, dining & great room, and laundry; along with 2-3 bedrooms (2 bedrooms with a flex room as optional 3rd bedroom). A similar development Applicant just completed in Rochester Hills was done successfully by similarly coming into an existing established development and providing a new, updated floor plan and elevation. The new condominium units were very well received by the association and community and added value to the existing condominiums by completing and finishing out the remaining building sites. An example of similar ranch condominium developments is Pulte’s duplex condominium development on M-24, South of Silverbell Rd.
5. The original developer built the existing units in the Royal Troon Development with some buildings having less than a 30ft. side yard setback requirement. The original developer configured and located buildings in a manner which made thirty foot set backs for the unbuilt areas impossible or impractical. Applicant bought the remaining units from a foreclosure. The market demands have changed since the condominium was first developed. One and a half story units are not sellable. See also the following paragraph.

6. The curvature of the access road mandates a variation in parallel side yard setbacks that are equal and consistent with the stated setbacks. The road curvatures were due to the practicality of developing on an existing golf course. In the past, in order to build on the vacant sites, “the stated side yard setbacks” of the existing condominiums had been reduced to accommodate an appropriate and desirable sized product for the new home buyers at the time. This was the practical resolution and still is due to the difficulty of creating a desirable product for practical living that would adhere to the stated setbacks.

7. The requested variances are dimensional rather than use variances. For the reasons given above Applicant faces practical difficulty if required to adhere to the prior thirty foot standard. It would be impossible today to comply with the current side yard setbacks. One would have to reduce the size of the units to an unmarketable first floor size, and then create a second story in order to provide enough square footage/space for additional bedrooms. This creates a detriment in selling this product to many of the “empty nesters” that make up the majority of condominium buying in this area. They do not want to climb stairs to clean, maintain or use the second level. Applicant’s 40 ft wide unit that has been built successfully in other developments is successfully overcoming this detriment. The size and proportions of the floor plan were well liked and helped make the project very desirable and saleable. In addition, Applicant has refined the floor plan, mechanical systems, and building structure, etc. to provide a more energy efficient and contemporary product which today’s market demands.
MOTION OPTIONS

TO: Charter Township of Orion Zoning Board of Appeals

FROM: Lynn Harrison, Planning & Zoning Coordinator

DATE: July 15, 2021

RE: AB-2021-16, MacLeish Building Inc., Vacant Property 2 Parcels North of Unit 32 Burniah Ln., sidwell numbers 09-04-402-035 & 036

I am providing motion options for the above-mentioned case.

Please consider and deliberate on each of the criteria listed which the applicant should meet in order for their request to be approved. These are known as the Findings of Fact and need to be included in a motion for either approval or denial. Any additional Findings of Facts should be added to the motion.

The variance language listed was verified by the petitioner/applicant and advertised to the public. As a reminder - due to the language being advertised, the ZBA may lessen the requested deviation(s) but cannot grant more than what was advertised.

If you have any questions regarding the case, please give me a call at the Township ext. 5001.
SAMPLE MOTION FOR

APPROVAL OF A NON-USE VARIANCE

In the matter of ZBA case # AB-2021-16, MacLeish Building Inc, Vacant Property 2 Parcels North of unit 32 Burniah Ln., Sidwell numbers 09-04-402-035 & 036, I would move that the petitioner’s request for:

2 variances from Zoning Ordinance #78

1. A 10.26-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 19.74-ft from an adjacent condominium unit (north, between proposed units 36 & 37).

2. A .5-ft. rear yard setback variance from the required 30-ft. to construct unit 36, 29.5-ft from the rear property line.

be granted because the petitioner did demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does show the following Practical Difficulty (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

   ______________________________________________________
   ______________________________________________________
   ______________________________________________________

2. The following are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

   ______________________________________________________
   ______________________________________________________
   ______________________________________________________

3. The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:

   ______________________________________________________
   ______________________________________________________
   ______________________________________________________
4. The granting of the variance or modification will not be materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:

Further, based on the following findings of facts, the granting of this variance would not:

1. Impair an adequate supply of light and air to adjacent property due to:

2. Unreasonably increase the congestion in public streets due to:

3. Increase the danger of fire or endanger the public safety due to:

4. Unreasonably diminish or impair established property values within the surrounding area due to:

5. Or, In any other respect, impair the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:
SAMPLE MOTION FOR

DENIAL OF A NON-USE VARIANCE

In the matter of ZBA case # AB-2021-16, Macl eish Building Inc, Vacant Property 2 Parcels North of unit 32 Burniah Ln., Sidwell numbers 09-04-402-035 & 036, I would move that the petitioner’s request for:

2 variances from Zoning Ordinance #78

1. A 10.26-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 19.74-ft from an adjacent condominium unit (north, between proposed units 36 & 37).

2. A .5-ft. rear yard setback variance from the required 30-ft. to construct unit 36, 29.5-ft from the rear property line.

be denied because the petitioner did not demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does not show Practical Difficulty due to (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

2. The following are not exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. The variance is not necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
4. The granting of the variance or modification will be materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:

Further, based on the following findings of facts, the granting of this variance would:

1. Impair an adequate supply of light and air to adjacent property due to:

2. Unreasonably increase the congestion in public streets due to:

3. Increase the danger of fire or endanger the public safety due to:

4. Unreasonably diminish or impair established property values within the surrounding area due to:

5. Or, In any other respect, impair the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:
Charter Township of Orion Zoning Board of Appeals
Application for Appeal - Single Family Residential

NOTICE TO APPLICANT:
The following application must be completed and filed with the Township at least thirty days prior to a scheduled ZBA meeting in order to initiate an appeal. There is a non-refundable fee of $200.00 for a residential application.

Regular meetings of the ZBA are held on the second and fourth Mondays of each month at 7:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan 48360. A minimum of three cases are required in order to hold a meeting with a maximum of five. The applicant or a representative with written permission from the property owner must be present at the meeting.

PROOF OF OWNERSHIP MUST BE INCLUDED WITH THIS APPLICATION. Acceptable forms of documentation include: Warranty Deed, Quit Claim Deed, Land Contract, or Option to Purchase with a Copy of the Warranty Deed.

APPLICANT
Name: MacLeish Building Inc.
Address: 650 E. Big Beaver Rd. Suite F City/State/Zip: Troy, MI 48083
Phone: 248-524-3244 Cell: Fax: 248-524-2345
Email: admin@macleishbuilding.com

PROPERTY OWNER(S)
Name(s): JDT Company LLC - MacLeish Building Managing Company
Address: 650 E. Big Beaver Rd. Suite F City/State/Zip: Troy, MI 48083
Phone: 248-524-3244 Cell: Fax: 248-524-2345
Email: admin@macleishbuilding.com

CONTACT PERSON FOR THIS REQUEST
Name: Daniel D. MacLeish Phone: 248-524-3244 Email: admin@macleishbuilding.com

SUBJECT PROPERTY
Address: 102 & 100 Burniah Lane Sidewell Number: 09-04-402-035/36
Total Acreage: N/A Length of Ownership by Current Property Owner: 12 Years, 6 Months
Does the owner have control over any properties adjoining this site? Turnberry
Zoning Ordinance Allowance/Requirement Deviation requested
Case #: ____________________________

8. Have there been any previous appeals involving this property? If so, when? ____________________________________________

9. Is this request the result of a Notice of Ordinance Violation? □ Yes □ No

I/We, the undersigned, do hereby request action by the ZBA on the variance or specified matter above, in accordance with Sections 30.06, 30.07, 30.08, 30.10, and 30.11 of the Zoning Ordinance. In support of this request the above facts are provided. I hereby certify that the information provided is accurate and the application that has been provided is complete. As the property owner (or having been granted permission to represent the owner as to this application), I hereby grant the Zoning Board of Appeals members permission to visit the property, without prior notification, as is deemed necessary.

Signature of Applicant: ____________________________ Date: 03/26/2021

Print Name: Daniel D. MacLeish II

Signature of Property Owner: ____________________________ Date: 03/26/2021

Print Name: Daniel D. MacLeish Sr. - Owner/Managing Partner - JDT

If applicable: I the property owner, hereby give permission to ____________________________ to represent me at the meeting.

OFFICE USE ONLY

Zoning Classification of property: ____________________________ Adjacent Zoning: N. S. E. W. ____________________________

Total Square Footage of Principal Structure: ____________________________ Total Square Footage of Accessory Structure(s): ____________________________

Description of variance(s):

__________________________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________

Date Filed: ____________________________ Fee Paid: ____________________________ Receipt Number: ____________________________
1. Applicant requests a variance of the “stated” side yard setbacks from 30ft to less than 30ft, but not less than 20ft, as in the site plan which accompanies this application.

2. Applicant’s Unit is in a development consisting of duplex condominium units, two units in each building. There are no private yards. The spaces between buildings are Common Elements under a Master Deed and are maintained by the Homeowner’s Association. The set back applicable to Applicant’s building does not allow for buildings acceptable to the market that exists today. For that reason No new construction has been feasible on these sites for over 20+ years due to the sites being unworkable for today’s modern condominium floor plan.

3. It is common and customary to allow flexibility for setback in a condominium so long as setbacks from outside properties are preserved. Thirty-foot existing setbacks between the buildings in the Royal Troon Condominium and the boundaries of the Condominium are preserved. Therefore, no residents of areas outside the condominium are affected. Within the condominium the units are all zero lot line on one side of the resident’s buildings. A 20 foot or greater set back from the neighboring building is sufficient for health and safety. The loss of set back is outweighed by the advantage to residents of having the condominium fully built out instead of the current look of an unfinished project. Moreover the homes to be built will have the quality of existing homes as to design, materials and size. Sizes will be the same but units will be one story instead of one and a half stories.

4. Some of the buildings in the condominium development already have less than a thirty foot set back. All the units have zero setbacks on one side. There is no reason to equate the side yard requirements/setbacks of Royal Troon with other surrounding single family developments. The variance will allow for a more modern, up to date product to be built having the greatest appeal to new home buyers looking for a condominium development. The units Applicant proposes are single story vs. 1.5 stories but sized similarly to still maintain the same square footage of the older 1.5 story existing units. A large portion of the condominium market is looking for a single story, ranch style floor plan for ease of use, cleaning and maintaining the property. The newer proposed units are more likely to be sold than those with the prior design due to the popularity of this single story, open floor plan concept and style which resonates with condominium buyers today. This product will cost more than the existing units to construct but will enhance and add value to the existing condominium units upon completion. This design when built will likely have a greater taxable value for real property tax purposes. The proposed new floor plan is very consistent with the other properties in meeting the same or similar square footage; essential common rooms, i.e. kitchen, dining & great room, and laundry; along with 2-3 bedrooms (2 bedrooms with a flex room as optional 3rd bedroom). A similar development Applicant just completed in Rochester Hills was done successfully by similarly coming into an existing established development and providing a new, updated floor plan and elevation. The new condominium units were very well received by the association and community and added value to the existing condominiums by completing and finishing out the remaining building sites. An example of similar ranch condominium developments is Pulte’s duplex condominium development on M-24, South of Silverbell Rd.
5. The original developer built the existing units in the Royal Troon Development with some buildings having less than a 30ft. side yard setback requirement. The original developer configured and located buildings in a manner which made thirty foot set backs for the unbuilt areas impossible or impractical. Applicant bought the remaining units from a foreclosure. The market demands have changed since the condominium was first developed. One and a half story units are not sellable. See also the following paragraph.

6. The curvature of the access road mandates a variation in parallel side yard setbacks that are equal and consistent with the stated setbacks. The road curvatures were due to the practicality of developing on an existing golf course. In the past, in order to build on the vacant sites, “the stated side yard setbacks” of the existing condominiums had been reduced to accommodate an appropriate and desirable sized product for the new home buyers at the time. This was the practical resolution and still is due to the difficulty of creating a desirable product for practical living that would adhere to the stated setbacks.

7. The requested variances are dimensional rather than use variances. For the reasons given above Applicant faces practical difficulty if required to adhere to the prior thirty foot standard. It would be impossible today to comply with the current side yard setbacks. One would have to reduce the size of the units to an unmarketable first floor size, and then create a second story in order to provide enough square footage/space for additional bedrooms. This creates a detriment in selling this product to many of the “empty nesters” that make up the majority of condominium buying in this area. They do not want to climb stairs to clean, maintain or use the second level. Applicant’s 40 ft wide unit that has been built successfully in other developments is successfully overcoming this detriment. The size and proportions of the floor plan were well liked and helped make the project very desirable and saleable. In addition, Applicant has refined the floor plan, mechanical systems, and building structure, etc. to provide a more energy efficient and contemporary product which today’s market demands.
MOTION OPTIONS

TO: Charter Township of Orion Zoning Board of Appeals

FROM: Lynn Harrison, Planning & Zoning Coordinator

DATE: July 15, 2021

RE: AB-2021-17, MacLeish Building Inc., Vacant Property South of unit 39 Burniah Ln., sidwell numbers 09-04-402-037 & 38

I am providing motion options for the above-mentioned case.

Please consider and deliberate on each of the criteria listed which the applicant should meet in order for their request to be approved. These are known as the Findings of Fact and need to be included in a motion for either approval or denial. Any additional Findings of Facts should be added to the motion.

The variance language listed was verified by the petitioner/applicant and advertised to the public. As a reminder - due to the language being advertised, the ZBA may lessen the requested deviation(s) but cannot grant more than what was advertised.

If you have any questions regarding the case, please give me a call at the Township ext. 5001.
SAMPLE MOTION FOR

APPROVAL OF A NON-USE VARIANCE

In the matter of ZBA case #AB-2021-17, MacLeish Building Inc., Vacant Property South of unit 39 Burniah Ln., sidwell numbers 09-04-402-037 & 038 I would move that the petitioner’s request for:

4 variances from Zoning Ordinance #78

1. A 10.26-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 19.74-ft from the adjacent condominium unit (south, between proposed units 36 & 37).

2. A 10.26-ft. side yard setback variance from the required 25-ft. to construct a 2-unit condominium 14.74-ft from an adjacent condominium unit (north, between units 38 & 39 – from the existing covered porch to proposed building).

3. An .5-ft. rear yard setback variance from the required 30-ft. to construct unit 37, 29.5-ft from the rear property line.

4. An 8.5-ft. rear yard setback variance from the required 30-ft. to construct unit 38, 21.5-ft from the rear property line.

be granted because the petitioner did demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does show the following Practical Difficulty (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

2. The following are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

3. The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
4. The granting of the variance or modification will not be materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:

Further, based on the following findings of facts, the granting of this variance would not:
1. Impair an adequate supply of light and air to adjacent property due to:

2. Unreasonably increase the congestion in public streets due to:

3. Increase the danger of fire or endanger the public safety due to:

4. Unreasonably diminish or impair established property values within the surrounding area due to:

5. Or, In any other respect, impair the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:
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4 variances from Zoning Ordinance #78

1. A 10.26-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 19.74-ft from the adjacent condominium unit (south, between proposed units 36 & 37).

2. A 10.26-ft. side yard setback variance from the required 25-ft. to construct a 2-unit condominium 14.74-ft from an adjacent condominium unit (north, between units 38 & 39 – from the existing covered porch to proposed building).

3. An .5-ft. rear yard setback variance from the required 30-ft. to construct unit 37, 29.5-ft from the rear property line.

4. An 8.5-ft. rear yard setback variance from the required 30-ft. to construct unit 38, 21.5-ft from the rear property line.

be denied because the petitioner did not demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does not show Practical Difficulty due to (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

   
   
   
   
   

2. The following are not exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

   
   
   
   
   

3. The variance is not necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:

   
   
   
   
   

261
4. The granting of the variance or modification will *be* materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:

Further, based on the following findings of facts, the granting of this variance would:

1. Impair an adequate supply of light and air to adjacent property due to:

2. Unreasonably increase the congestion in public streets due to:

3. Increase the danger of fire or endanger the public safety due to:

4. Unreasonably diminish or impair established property values within the surrounding area due to:

5. Or, In any other respect, impair the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:
Charter Township of Orion Zoning Board of Appeals
Application for Appeal - Single Family Residential

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PROOF OF OWNERSHIP MUST BE INCLUDED WITH THIS APPLICATION. Acceptable forms of documentation include: Warranty Deed, Quit Claim Deed, Land Contract, or Option to Purchase with a Copy of the Warranty Deed.

APPLICANT
Name: MacLeish Building Inc.
Address: 650 E. Big Beaver Rd. Suite F City/State/Zip: Troy, MI 48083
Phone: 248-524-3244 Cell: Fax: 248-524-2345
Email: admin@macleishbuilding.com

PROPERTY OWNER(S)
Name(s): JDT Company LLC - MacLeish Building Managing Company
Address: 650 E. Big Beaver Rd. Suite F City/State/Zip: Troy, MI 48083
Phone: 248-524-3244 Cell: Fax: 248-524-2345
Email: admin@macleishbuilding.com

CONTACT PERSON FOR THIS REQUEST
Name: Daniel D. MacLeish Phone: 248-524-3244 Email: admin@macleishbuilding.com

SUBJECT PROPERTY
Address: 92 & 90 Burniah Lane Sidewell Number: 09-04-402-037/38
Total Acreage: N/A Length of Ownership by Current Property Owner: 12 Years, 6 Months
Does the owner have control over any properties adjoining this site? Turnberry
Zoning Ordinance Allowance/Requirement
Deviation requested
RESIDENTIAL VARIANCE

1. Describe in detail the nature of the request.  SEE ATTACHED

2. Describe how the request results from special or unique circumstances particular to the property, which are not applicable to other properties in the surrounding area.  SEE ATTACHED

3. If the appeal is granted, please explain how the variance will/will not be materially detrimental to the public health, safety and welfare, or to other properties or improvements in the Township:  SEE ATTACHED

4. Explain how the request is/is not consistent with other properties in the immediate area, please site examples if possible:  SEE ATTACHED

5. Describe how the alleged practical difficulty has not been self-created.  SEE ATTACHED

6. The topography of said land makes the setbacks impossible to meet because:  SEE ATTACHED

7. Describe how strict compliance with the ordinance unreasonably prevents the owner from using the property for a permitted purpose, or to be unnecessarily burdensome.  SEE ATTACHED
8. Have there been any previous appeals involving this property? If so, when?

9. Is this request the result of a Notice of Ordinance Violation?  Yes  No

I/We, the undersigned, do hereby request action by the ZBA on the variance or specified matter above, in accordance with Sections 30.06, 30.07, 30.08, 30.10, and 30.11 of the Zoning Ordinance. In support of this request the above facts are provided. I hereby certify that the information provided is accurate and the application that has been provided is complete. As the property owner (or having been granted permission to represent the owner as to this application), I hereby grant the Zoning Board of Appeals members permission to visit the property, without prior notification, as is deemed necessary.

Signature of Applicant:  
Date: 03/26/2021
Print Name:  Daniel D. MacLeish II

Signature of Property Owner:  
Date: 03/26/2021
Print Name:  Daniel D. MacLeish Sr. - Owner/Managing Partner - JDT

If applicable:  
I the property owner, hereby give permission to  
to represent me at the meeting.

OFFICE USE ONLY

Zoning Classification of property:  
Adjacent Zoning:  N  S  E  W
Total Square Footage of Principal Structure:  
Total Square Footage of Accessory Structure(s):
Description of variance(s):

Date Filed:  
Fee Paid:  
Receipt Number:  

Page 3 of 3

Version 5/10/18
ZBA RESIDENTIAL VARIANCE QUESTIONS 1-7

Applicant requests a variance of the “stated” side yard setbacks from 30ft to less than 30ft, but not less than 20ft, as in the site plan which accompanies this application.

2. Applicant’s Unit is in a development consisting of duplex condominium units, two units in each building. There are no private yards. The spaces between buildings are Common Elements under a Master Deed and are maintained by the Homeowner’s Association. The set back applicable to Applicant’s building does not allow for buildings acceptable to the market that exists today. For that reason no new construction has been feasible on these sites for over 20+ years due to the sites being unworkable for today’s modern condominium floor plan.

3. It is common and customary to allow flexibility for setback in a condominium so long as setbacks from outside properties are preserved. Thirty-foot existing setbacks between the buildings in the Royal Troon Condominium and the boundaries of the Condominium are preserved. Therefore, no residents of areas outside the condominium are affected. Within the condominium the units are all zero lot line on one side of the resident’s buildings. A 20 foot or greater set back from the neighboring building is sufficient for health and safety. The loss of set back is outweighed by the advantage to residents of having the condominium fully built out instead of the current look of an unfinished project. Moreover the homes to be built will have the quality of existing homes as to design, materials and size. Sizes will be the same but units will be one story instead of one and a half stories.

4. Some of the buildings in the condominium development already have less than a thirty foot set back. All the units have zero setbacks on one side. There is no reason to equate the side yard requirements/setbacks of Royal Troon with other surrounding single family developments. The variance will allow for a more modern, up to date product to be built having the greatest appeal to new home buyers looking for a condominium development. The units Applicant proposes are single story vs. 1.5 stories but sized similarly to still maintain the same square footage of the older 1.5 story existing units. A large portion of the condominium market is looking for a single story, ranch style floor plan for ease of use, cleaning and maintaining the property. The newer proposed units are more likely to be sold than those with the prior design due to the popularity of this single story, open floor plan concept and style which resonates with condominium buyers today. This product will cost more than the existing units to construct but will enhance and add value to the existing condominium units upon completion. This design when built will likely have a greater taxable value for real property tax purposes. The proposed new floor plan is very consistent with the other properties in meeting the same or similar square footage; essential common rooms, i.e. kitchen, dining & great room, and laundry; along with 2-3 bedrooms (2 bedrooms with a flex room as optional 3rd bedroom). A similar development Applicant just completed in Rochester Hills was done successfully by similarly coming into an existing established development and providing a new, updated floor plan and elevation. The new condominium units were very well received by the association and community and added value to the existing condominiums by completing and finishing out the remaining building sites. An example of similar ranch condominium developments is Pulte’s duplex condominium development on M-24, South of Silverbell Rd.
5. The original developer built the existing units in the Royal Troon Development with some buildings having less than a 30ft. side yard setback requirement. The original developer configured and located buildings in a manner which made thirty foot set backs for the unbuilt areas impossible or impractical. Applicant bought the remaining units from a foreclosure. The market demands have changed since the condominium was first developed. One and a half story units are not sellable. See also the following paragraph.

6. The curvature of the access road mandates a variation in parallel side yard setbacks that are equal and consistent with the stated setbacks. The road curvatures were due to the practicality of developing on an existing golf course. In the past, in order to build on the vacant sites, “the stated side yard setbacks” of the existing condominiums had been reduced to accommodate an appropriate and desirable sized product for the new home buyers at the time. This was the practical resolution and still is due to the difficulty of creating a desirable product for practical living that would adhere to the stated setbacks.

7. The requested variances are dimensional rather than use variances. For the reasons given above Applicant faces practical difficulty if required to adhere to the prior thirty foot standard. It would be impossible today to comply with the current side yard setbacks. One would have to reduce the size of the units to an unmarketable first floor size, and then create a second story in order to provide enough square footage/space for additional bedrooms. This creates a detriment in selling this product to many of the “empty nesters” that make up the majority of condominium buying in this area. They do not want to climb stairs to clean, maintain or use the second level. Applicant’s 40 ft wide unit that has been built successfully in other developments is successfully overcoming this detriment. The size and proportions of the floor plan were well liked and helped make the project very desirable and saleable. In addition, Applicant has refined the floor plan, mechanical systems, and building structure, etc. to provide a more energy efficient and contemporary product which today’s market demands.
MOTION OPTIONS

TO: Charter Township of Orion Zoning Board of Appeals

FROM: Lynn Harrison, Planning & Zoning Coordinator

DATE: July 15, 2021

RE: AB-2021-18, MacLeish Building Inc., Vacant Property North of unit 40 Burniah Ln., sidewell numbers 09-04-402-041 & 042

I am providing motion options for the above-mentioned case.

Please consider and deliberate on each of the criteria listed which the applicant should meet in order for their request to be approved. These are known as the Findings of Fact and need to be included in a motion for either approval or denial. Any additional Findings of Facts should be added to the motion.

The variance language listed was verified by the petitioner/applicant and advertised to the public. As a reminder - due to the language being advertised, the ZBA may lessen the requested deviation(s) but cannot grant more than what was advertised.

If you have any questions regarding the case, please give me a call at the Township ext. 5001.
SAMPLE MOTION FOR

APPROVAL OF A NON-USE VARIANCE

In the matter of ZBA case # AB-2021-18, MacLeish Building Inc. Vacant Property North of Unit 40 Burniah Ln., sidwell numbers 09-04-402-041 & 042, I would move that the petitioner’s request for:

3 variances from Zoning Ordinance #78

1. A 9.5-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 20.5-ft from the adjacent condominium unit (south, between units 40 & 41 – from existing covered porch to proposed building).

2. A 10-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 20-ft from an adjacent condominium unit (north, between units 42 & 43 – from existing covered porch to proposed building).

3. An 8-ft. rear yard setback variance from the required 30-ft. to construct unit 41, 22-ft from the rear property line.

be granted because the petitioner did demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does show the following Practical Difficulty (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

2. The following are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

3. The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:

273
4. The granting of the variance or modification will not be materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:


Further, based on the following findings of facts, the granting of this variance would not:

1. Impair an adequate supply of light and air to adjacent property due to:


2. Unreasonably increase the congestion in public streets due to:


3. Increase the danger of fire or endanger the public safety due to:


4. Unreasonably diminish or impair established property values within the surrounding area due to:


5. Or, In any other respect, impar the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:


274
SAMPLE MOTION FOR

DENIAL OF A NON-USE VARIANCE

In the matter of ZBA case # AB-2021-18, MacLeish Building Inc. Vacant Property North of unit 40 Burniah Ln., sidwell numbers 09-04-402-041 & 042, I would move that the petitioner’s request for:

3 variances from Zoning Ordinance #78

1. A 9.5-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 20.5-ft from the adjacent condominium unit (south, between units 40 & 41 – from existing covered porch to proposed building).

2. A 10-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 20-ft from an adjacent condominium unit (north, between units 42 & 43 – from existing covered porch to proposed building).

3. An 8-ft. rear yard setback variance from the required 30-ft. to construct unit 41, 22-ft from the rear property line.

be denied because the petitioner did not demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does not show Practical Difficulty due to (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

2. The following are not exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

3. The variance is not necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:
4. The granting of the variance or modification will be materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:

Further, based on the following findings of facts, the granting of this variance would:

1. Impair an adequate supply of light and air to adjacent property due to:

2. Unreasonably increase the congestion in public streets due to:

3. Increase the danger of fire or endanger the public safety due to:

4. Unreasonably diminish or impair established property values within the surrounding area due to:

5. Or, in any other respect, impair the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:
Charter Township of Orion Zoning Board of Appeals
Application for Appeal - Single Family Residential

NOTICE TO APPLICANT:
The following application must be completed and filed with the Township at least thirty days prior to a scheduled ZBA meeting in order to initiate an appeal. There is a non-refundable fee of $200.00 for a residential application.

Regular meetings of the ZBA are held on the second and fourth Mondays of each month at 7:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan 48360. A minimum of three cases are required in order to hold a meeting with a maximum of five. The applicant or a representative with written permission from the property owner must be present at the meeting.

PROOF OF OWNERSHIP MUST BE INCLUDED WITH THIS APPLICATION. Acceptable forms of documentation include: Warranty Deed, Quit Claim Deed, Land Contract, or Option to Purchase with a Copy of the Warranty Deed.

APPLICANT
Name: MacLeish Building Inc.
Address: 650 E. Big Beaver Rd. Suite F City/State/Zip: Troy, MI 48083
Phone: 248-524-3244 Cell: Fax: 248-524-2345
Email: admin@macleishbuilding.com

PROPERTY OWNER(S)
Name(s): JDT Company LLC - MacLeish Building Managing Company
Address: 650 E. Big Beaver Rd. Suite F City/State/Zip: Troy, MI 48083
Phone: 248-524-3244 Cell: Fax: 248-524-2345
Email: admin@macleishbuilding.com

CONTACT PERSON FOR THIS REQUEST
Name: Daniel D. MacLeish Phone: 248-524-3244 Email: admin@macleishbuilding.com

SUBJECT PROPERTY
Address: 72 & 70 Burniah Lane Sidewell Number: 09-04-402-041/42
Total Acreage: N/A Length of Ownership by Current Property Owner: 12 Years, 6 Months

Does the owner have control over any properties adjoining this site? Turnberry
Zoning Ordinance
Allowance/Requirement Deviation requested

Page 1 of 3
Version 5/10/18
Case #: __________________

RESIDENTIAL VARIANCE

1. Describe in detail the nature of the request.  SEE ATTACHED

2. Describe how the request results from special or unique circumstances particular to the property, which are not applicable to other properties in the surrounding area.  SEE ATTACHED

3. If the appeal is granted, please explain how the variance will/will not be materially detrimental to the public health, safety and welfare, or to other properties or improvements in the Township:  SEE ATTACHED

4. Explain how the request is/is not consistent with other properties in the immediate area, please site examples if possible:  SEE ATTACHED

5. Describe how the alleged practical difficulty has not been self-created.  SEE ATTACHED

6. The topography of said land makes the setbacks impossible to meet because:  SEE ATTACHED

7. Describe how strict compliance with the ordinance unreasonably prevents the owner from using the property for a permitted purpose, or to be unnecessarily burdensome.  SEE ATTACHED
8. Have there been any previous appeals involving this property? If so, when?

9. Is this request the result of a Notice of Ordinance Violation?  □ Yes  □ No

I/We, the undersigned, do hereby request action by the ZBA on the variance or specified matter above, in accordance with Sections 30.06, 30.07, 30.08, 30.10, and 30.11 of the Zoning Ordinance. In support of this request the above facts are provided. I hereby certify that the information provided is accurate and the application that has been provided is complete. As the property owner (or having been granted permission to represent the owner as to this application), I hereby grant the Zoning Board of Appeals members permission to visit the property, without prior notification, as is deemed necessary.

Signature of Applicant:  
(must be original ink signature)  
Date: 03/26/2021

Print Name:  Daniel D. MacLeish II

Signature of Property Owner:  
(must be original ink signature)  
Date: 03/26/2021

Print Name:  Daniel D. MacLeish Sr. - Owner/Managing Partner - JDT

If applicable:
I the property owner, hereby give permission to ___________________________ to represent me at the meeting.

OFFICE USE ONLY

Zoning Classification of property: ___________________________  Adjacent Zoning: N.  S.  E.  W.

Total Square Footage of Principal Structure: ___________________________  Total Square Footage of Accessory Structure(s): ___________________________

Description of variance(s):


Date Filed: ___________________________  Fee Paid: ___________________________  Receipt Number: ___________________________
1. Applicant requests a variance of the “stated” side yard setbacks from 30ft to less than 30ft, but not less than 20ft, as in the site plan which accompanies this application.

2. Applicant’s Unit is in a development consisting of duplex condominium units, two units in each building. There are no private yards. The spaces between buildings are Common Elements under a Master Deed and are maintained by the Homeowner’s Association. The set back applicable to Applicant’s building does not allow for buildings acceptable to the market that exists today. For that reason no new construction has been feasible on these sites for over 20+ years due to the sites being unworkable for today’s modern condominium floor plan.

3. It is common and customary to allow flexibility for setback in a condominium so long as setbacks from outside properties are preserved. Thirty-foot existing setbacks between the buildings in the Royal Troon Condominium and the boundaries of the Condominium are preserved. Therefore, no residents of areas outside the condominium are affected. Within the condominium the units are all zero lot line on one side of the resident’s buildings. A 20 foot or greater set back from the neighboring building is sufficient for health and safety. The loss of set back is outweighed by the advantage to residents of having the condominium fully built out instead of the current look of an unfinished project. Moreover the homes to be built will have the quality of existing homes as to design, materials and size. Sizes will be the same but units will be one story instead of one and a half stories.

4. Some of the buildings in the condominium development already have less than a thirty foot set back. All the units have zero setbacks on one side. There is no reason to equate the side yard requirements/setbacks of Royal Troon with other surrounding single family developments. The variance will allow for a more modern, up to date product to be built having the greatest appeal to new home buyers looking for a condominium development. The units Applicant proposes are single story vs. 1.5 stories but sized similarly to still maintain the same square footage of the older 1.5 story existing units. A large portion of the condominium market is looking for a single story, ranch style floor plan for ease of use, cleaning and maintaining the property. The newer proposed units are more likely to be sold than those with the prior design due to the popularity of this single story, open floor plan concept and style which resonates with condominium buyers today. This product will cost more than the existing units to construct but will enhance and add value to the existing condominium units upon completion. This design when built will likely have a greater taxable value for real property tax purposes. The proposed new floor plan is very consistent with the other properties in meeting the same or similar square footage; essential common rooms, i.e. kitchen, dining & great room, and laundry; along with 2-3 bedrooms (2 bedrooms with a flex room as optional 3rd bedroom). A similar development Applicant just completed in Rochester Hills was done successfully by similarly coming into an existing established development and providing a new, updated floor plan and elevation. The new condominium units were very well received by the association and community and added value to the existing condominiums by completing and finishing out the remaining building sites. An example of similar ranch condominium developments is Pulte’s duplex condominium development on M-24, South of Silverbell Rd.
5. The original developer built the existing units in the Royal Troon Development with some buildings having less than a 30ft. side yard setback requirement. The original developer configured and located buildings in a manner which made thirty foot set backs for the unbuilt areas impossible or impractical. Applicant bought the remaining units from a foreclosure. The market demands have changed since the condominium was first developed. One and a half story units are not sellable. See also the following paragraph.

6. The curvature of the access road mandates a variation in parallel side yard setbacks that are equal and consistent with the stated setbacks. The road curvatures were due to the practicality of developing on an existing golf course. In the past, in order to build on the vacant sites, “the stated side yard setbacks” of the existing condominiums had been reduced to accommodate an appropriate and desirable sized product for the new home buyers at the time. This was the practical resolution and still is due to the difficulty of creating a desirable product for practical living that would adhere to the stated setbacks.

7. The requested variances are dimensional rather than use variances. For the reasons given above Applicant faces practical difficulty if required to adhere to the prior thirty foot standard. It would be impossible today to comply with the current side yard setbacks. One would have to reduce the size of the units to an unmarketable first floor size, and then create a second story in order to provide enough square footage/space for additional bedrooms. This creates a detriment in selling this product to many of the “empty nesters” that make up the majority of condominium buying in this area. They do not want to climb stairs to clean, maintain or use the second level. Applicant’s 40 ft wide unit that has been built successfully in other developments is successfully overcoming this detriment. The size and proportions of the floor plan were well liked and helped make the project very desirable and saleable. In addition, Applicant has refined the floor plan, mechanical systems, and building structure, etc. to provide a more energy efficient and contemporary product which today’s market demands.
TO: Charter Township of Orion Zoning Board of Appeals

FROM: Lynn Harrison, Planning & Zoning Coordinator

DATE: July 15, 2021

RE: AB-2021-19, MacLeish Building Inc., Vacant Property North of unit 46 Burniah Ln., sidewell numbers 09-04-402-047 & 048

I am providing motion options for the above-mentioned case.

Please consider and deliberate on each of the criteria listed which the applicant should meet in order for their request to be approved. These are known as the Findings of Fact and need to be included in a motion for either approval or denial. Any additional Findings of Facts should be added to the motion.

The variance language listed was verified by the petitioner/applicant and advertised to the public. As a reminder - due to the language being advertised, the ZBA may lessen the requested deviation(s) but cannot grant more than what was advertised.

If you have any questions regarding the case, please give me a call at the Township ext. 5001.
SAMPLE MOTION FOR

APPROVAL OF A NON-USE VARIANCE

In the matter of ZBA case #AB-2021-19, MacLeish Building Inc. Vacant Property North of unit 46 Burniah L.n., sidwell numbers 09-04-402-047 & 048, I would move that the petitioner’s request for:

4 variances from Zoning Ordinance #78

1. A 16.17-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 13.83-ft from the adjacent condominium unit (south, between units 46 & 47 – from existing covered porch to proposed building).

2. A 14.83-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 15.17-ft from an adjacent condominium unit (north, between units 48 & 49 – from existing covered porch to proposed building).

3. A 17.5-ft. rear yard setback variance from the required 30-ft. to construct unit 47, 12.5-ft from the rear property line.

4. A 10-ft. rear yard setback variance from the required 30-ft. to construct unit 48, 20-ft from the rear property line.

be granted because the petitioner did demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does show the following Practical Difficulty (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

   __________________________________

   __________________________________

   __________________________________

2. The following are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

   __________________________________

   __________________________________

   __________________________________

3. The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:

   __________________________________

   __________________________________

   __________________________________
4. The granting of the variance or modification will not be materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Further, based on the following findings of facts, the granting of this variance would not:

1. Impair an adequate supply of light and air to adjacent property due to:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

2. Unreasonably increase the congestion in public streets due to:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

3. Increase the danger of fire or endanger the public safety due to:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

4. Unreasonably diminish or impair established property values within the surrounding area due to:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

5. Or, In any other respect, impair the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:

________________________________________________________________________

________________________________________________________________________
SAMPLE MOTION FOR

DENIAL OF A NON-USE VARIANCE

In the matter of ZBA case # AB-2021-19, MacLeish Building Inc. Vacant Property North of unit 46 Burniah Ln., sidwell numbers 09-04-402-047 & 048, I would move that the petitioner’s request for:

4 variances from Zoning Ordinance #78

1. A 16.17-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 13.83-ft from the adjacent condominium unit (south, between units 46 & 47 – from existing covered porch to proposed building).

2. A 14.83-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 15.17-ft from an adjacent condominium unit (north, between units 48 & 49 – from existing covered porch to proposed building).

3. A 17.5-ft. rear yard setback variance from the required 30-ft. to construct unit 47, 12.5-ft from the rear property line.

4. A 10-ft. rear yard setback variance from the required 30-ft. to construct unit 48, 20-ft from the rear property line

be denied because the petitioner did not demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does not show Practical Difficulty due to (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

2. The following are not exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

3. The variance is not necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:
4. The granting of the variance or modification will be materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:

Further, based on the following findings of facts, the granting of this variance would:

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2. Unreasonably increase the congestion in public streets due to:

3. Increase the danger of fire or endanger the public safety due to:

4. Unreasonably diminish or impair established property values within the surrounding area due to:

5. Or, In any other respect, impair the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:
Charter Township of Orion Zoning Board of Appeals

Application for Appeal - Single Family Residential

NOTICE TO APPLICANT:
The following application must be completed and filed with the Township at least thirty days prior to a scheduled ZBA meeting in order to initiate an appeal. There is a non-refundable fee of $200.00 for a residential application.

Regular meetings of the ZBA are held on the second and fourth Mondays of each month at 7:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan 48360. A minimum of three cases are required in order to hold a meeting with a maximum of five. The applicant or a representative with written permission from the property owner must be present at the meeting.

PROOF OF OWNERSHIP MUST BE INCLUDED WITH THIS APPLICATION. Acceptable forms of documentation include: Warranty Deed, Quit Claim Deed, Land Contract, or Option to Purchase with a Copy of the Warranty Deed.

APPLICANT

Name: MacLeish Building Inc.
Address: 650 E. Big Beaver Rd. Suite F City/State/Zip: Troy, MI 48083
Phone: 248-524-3244 Cell: Fax: 248-524-2345
Email: admin@macleishbuilding.com

PROPERTY OWNER(S)

Name(s): JDT Company LLC - MacLeish Building Managing Company
Address: 650 E. Big Beaver Rd. Suite F City/State/Zip: Troy, MI 48083
Phone: 248-524-3244 Cell: Fax: 248-524-2345
Email: admin@macleishbuilding.com

CONTACT PERSON FOR THIS REQUEST

Name: Daniel D. MacLeish Phone: 248-524-3244 Email: admin@macleishbuilding.com

SUBJECT PROPERTY

Address: 42 & 40 Burniah Lane Sidwell Number: 09-04-402-047/48
Total Acreage: N/A Length of Ownership by Current Property Owner: 12 Years, 6 Months
Does the owner have control over any properties adjoining this site? Turnberry
Zoning Ordinance Allowance/Requirement Deviation requested
Case #: __________________

RESIDENTIAL VARIANCE

1. Describe in detail the nature of the request.  SEE ATTACHED

2. Describe how the request results from special or unique circumstances particular to the property, which are not applicable to other properties in the surrounding area.  SEE ATTACHED

3. If the appeal is granted, please explain how the variance will/will not be materially detrimental to the public health, safety and welfare, or to other properties or improvements in the Township:  SEE ATTACHED

4. Explain how the request is/is not consistent with other properties in the immediate area, please site examples if possible:

SEE ATTACHED

5. Describe how the alleged practical difficulty has not been self-created.  SEE ATTACHED

6. The topography of said land makes the setbacks impossible to meet because:  SEE ATTACHED

7. Describe how strict compliance with the ordinance unreasonably prevents the owner from using the property for a permitted purpose, or to be unnecessarily burdensome.  SEE ATTACHED
8. Have there been any previous appeals involving this property? If so, when?

9. Is this request the result of a Notice of Ordinance Violation? □ Yes □ No

I/We, the undersigned, do hereby request action by the ZBA on the variance or specified matter above, in accordance with Sections 30.06, 30.07, 30.08, 30.10, and 30.11 of the Zoning Ordinance. In support of this request the above facts are provided. I hereby certify that the information provided is accurate and the application that has been provided is complete. As the property owner (or having been granted permission to represent the owner as to this application), I hereby grant the Zoning Board of Appeals members permission to visit the property, without prior notification, as is deemed necessary.

Signature of Applicant: ___________________________ Date: 03/26/2021
(must be original ink signature) ___________________________

Print Name: Daniel D. MacLeish II

Signature of Property Owner: ___________________________ Date: 03/26/2021
(must be original ink signature) ___________________________

Print Name: Daniel D. MacLeish Sr. - Owner/Managing Partner - JDT

If applicable: I the property owner, hereby give permission to ___________________________ to represent me at the meeting.

OFFICE USE ONLY

Zoning Classification of property: ___________________________ Adjacent Zoning: N. S. E. W.

Total Square Footage of Principal Structure: ___________________________ Total Square Footage of Accessory Structure(s): ___________________________

Description of variance(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Date Filed: __________ Fee Paid: __________ Receipt Number: __________
Applicant requests a variance of the “stated” side yard setbacks from 30ft to less than 30ft, but not less than 20ft, as in the site plan which accompanies this application.

2. Applicant’s Unit is in a development consisting of duplex condominium units, two units in each building. There are no private yards. The spaces between buildings are Common Elements under a Master Deed and are maintained by the Homeowner’s Association. The set back applicable to Applicant’s building does not allow for buildings acceptable to the market that exists today. For that reason No new construction has been feasible on these sites for over 20+ years due to the sites being unworkable for today’s modern condominium floor plan.

3. It is common and customary to allow flexibility for setback in a condominium so long as setbacks from outside properties are preserved. Thirty-foot existing setbacks between the buildings in the Royal Troon Condominium and the boundaries of the Condominium are preserved. Therefore, no residents of areas outside the condominium are affected. Within the condominium the units are all zero lot line on one side of the resident’s buildings. A 20 foot or greater set back from the neighboring building is sufficient for health and safety. The loss of set back is outweighed by the advantage to residents of having the condominium fully built out instead of the current look of an unfinished project. Moreover the homes to be built will have the quality of existing homes as to design, materials and size. Sizes will be the same but units will be one story instead of one and a half stories.

4. Some of the buildings in the condominium development already have less than a thirty foot set back. All the units have zero setbacks on one side. There is no reason to equate the side yard requirements/setbacks of Royal Troon with other surrounding single family developments. The variance will allow for a more modern, up to date product to be built having the greatest appeal to new home buyers looking for a condominium development. The units Applicant proposes are single story vs. 1.5 stories but sized similarly to still maintain the same square footage of the older 1.5 story existing units. A large portion of the condominium market is looking for a single story, ranch style floor plan for ease of use, cleaning and maintaining the property. The newer proposed units are more likely to be sold than those with the prior design due to the popularity of this single story, open floor plan concept and style which resonates with condominium buyers today. This product will cost more than the existing units to construct but will enhance and add value to the existing condominium units upon completion. This design when built will likely have a greater taxable value for real property tax purposes. The proposed new floor plan is very consistent with the other properties in meeting the same or similar square footage; essential common rooms, i.e. kitchen, dining & great room, and laundry; along with 2-3 bedrooms (2 bedrooms with a flex room as optional 3rd bedroom). A similar development Applicant just completed in Rochester Hills was done successfully by similarly coming into an existing established development and providing a new, updated floor plan and elevation. The new condominium units were very well received by the association and community and added value to the existing condominiums by completing and finishing out the remaining building sites. An example of similar ranch condominium developments is Pulte’s duplex condominium development on M-24, South of Silverbell Rd.
5. The original developer built the existing units in the Royal Troon Development with some buildings having less than a 30ft. side yard setback requirement. The original developer configured and located buildings in a manner which made thirty foot set backs for the unbuilt areas impossible or impractical. Applicant bought the remaining units from a foreclosure. The market demands have changed since the condominium was first developed. One and a half story units are not sellable. See also the following paragraph.

6. The curvature of the access road mandates a variation in parallel side yard setbacks that are equal and consistent with the stated setbacks. The road curvatures were due to the practicality of developing on an existing golf course. In the past, in order to build on the vacant sites, “the stated side yard setbacks” of the existing condominiums had been reduced to accommodate an appropriate and desirable sized product for the new home buyers at the time. This was the practical resolution and still is due to the difficulty of creating a desirable product for practical living that would adhere to the stated setbacks.

7. The requested variances are dimensional rather than use variances. For the reasons given above Applicant faces practical difficulty if required to adhere to the prior thirty foot standard. It would be impossible today to comply with the current side yard setbacks. One would have to reduce the size of the units to an unmarketable first floor size, and then create a second story in order to provide enough square footage/space for additional bedrooms. This creates a detriment in selling this product to many of the “empty nesters” that make up the majority of condominium buying in this area. They do not want to climb stairs to clean, maintain or use the second level. Applicant’s 40 ft wide unit that has been built successfully in other developments is successfully overcoming this detriment. The size and proportions of the floor plan were well liked and helped make the project very desirable and saleable. In addition, Applicant has refined the floor plan, mechanical systems, and building structure, etc. to provide a more energy efficient and contemporary product which today’s market demands.
MEMORANDUM

TO: Zoning Board of Appeals

FROM: Lynn Harrison, Planning & Zoning Coordinator

DATE: July 15, 2021

SUBJECT: Staff Report for AB-2021-45, vacant property between 116 Sandhills Ln. & 134 Sandhills Ln.

The petitioner, MacLeish Building Inc., has submitted a building permit to build a 2-unit condominium building on the above vacant parcel within the Royal Troon condominium development.

The side yard distance between buildings is 30-ft. The distance between buildings should be measured from the closest point to the closest point which, in this case, is a covered porch on 116 Sandhills (unit 66) and a covered porch on 134 Sandhills Ln. (unit 69) to the new build.

The front yard setback is 30-ft. and the rear yard setback is 30-ft. – both are met.

Please contact me if you have any questions.
I am providing motion options for the above-mentioned case.

Please consider and deliberate on each of the criteria listed which the applicant should meet in order for their request to be approved. These are known as the Findings of Fact and need to be included in a motion for either approval or denial. Any additional Findings of Facts should be added to the motion.

The variance language listed was verified by the petitioner/applicant and advertised to the public. As a reminder - due to the language being advertised, the ZBA may lessen the requested deviation(s) but cannot grant more than what was advertised.

If you have any questions regarding the case, please give me a call at the Township ext. 5001.
SAMPLE MOTION FOR

APPROVAL OF A NON-USE VARIANCE

In the matter of ZBA case # AB-2021-45, MacLeish Building Inc., Vacant Property between 116 Sandhills Ln. & 134 Sandhills Ln, sidwell numbers 09-04-402-067 & 068, I would move that the petitioner’s request for:

2 variances from Zoning Ordinance #78

1. A 6.58-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 23.42-ft from the adjacent condominium unit (south, between units 68 & 69 – from existing covered porch to proposed building).

2. A 6.75-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 23.25-ft from an adjacent condominium unit (north, between units 66 & 67 – from existing covered porch to proposed building).

be granted because the petitioner did demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does show the following Practical Difficulty (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

2. The following are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

3. The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:
4. The granting of the variance or modification will not be materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:

Further, based on the following findings of facts, the granting of this variance would not:

1. Impair an adequate supply of light and air to adjacent property due to:

2. Unreasonably increase the congestion in public streets due to:

3. Increase the danger of fire or endanger the public safety due to:

4. Unreasonably diminish or impair established property values within the surrounding area due to:

5. Or, In any other respect, impar the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:
SAMPLE MOTION FOR  
DENIAL OF A NON-USE VARIANCE

In the matter of ZBA case # AB-2021-45, MacLeish Building Inc., Vacant Property between 116 Sandhills Ln. & 134 Sandhills Ln., sidwell numbers 09-04-402-067 & 068, I would move that the petitioner’s request for:

2 variances from Zoning Ordinance #78

1. A 6.58-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 23.42-ft from the adjacent condominium unit (south, between units 68 & 69 – from existing covered porch to proposed building).

2. A 6.75-ft. side yard setback variance from the required 30-ft. to construct a 2-unit condominium 23.25-ft from an adjacent condominium unit (north, between units 66 & 67 – from existing covered porch to proposed building).

be denied because the petitioner did not demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does not show Practical Difficulty due to (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

2. The following are not exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

3. The variance is not necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:
4. The granting of the variance or modification will *be* materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:

Further, based on the following findings of facts, the granting of this variance would:

1. Impair an adequate supply of light and air to adjacent property due to:

2. Unreasonably increase the congestion in public streets due to:

3. Increase the danger of fire or endanger the public safety due to:

4. Unreasonably diminish or impair established property values within the surrounding area due to:

5. Or, in any other respect, impair the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:
Charter Township of Orion Planning & Zoning Department
2525 Joslyn Rd., Lake Orion MI 48360
P: 248-391-0304 ext. 5001; F: 248-391-1454

Charter Township of Orion Zoning Board of Appeals
Application for Appeal - Single Family Residential

NOTICE TO APPLICANT:
The following application must be completed and filed with the Township at least thirty days prior to a scheduled ZBA meeting in order to initiate an appeal. There is a non-refundable fee of $200.00 for a residential application.

Regular meetings of the ZBA are held on the second and fourth Mondays of each month at 7:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan 48360. A minimum of three cases are required in order to hold a meeting with a maximum of five. The applicant or a representative with written permission from the property owner must be present at the meeting.

PROOF OF OWNERSHIP MUST BE INCLUDED WITH THIS APPLICATION. Acceptable forms of documentation include: Warranty Deed, Quit Claim Deed, Land Contract, or Option to Purchase with a Copy of the Warranty Deed.

APPLICANT
Name: MacLeish Building Inc.
Address: 650 E. Big Beaver Rd. Suite F City/State/Zip: Troy, MI 48083
Phone: 248-524-3244 Cell: Fax: 248-524-2345
Email: admin@macleishbuilding.com

PROPERTY OWNER(S)
Name (s): JDT Company LLC - MacLeish Building Managing Company
Address: 650 E. Big Beaver Rd. Suite F City/State/Zip: Troy, MI 48083
Phone: 248-524-3244 Cell: Fax: 248-524-2345
Email: admin@macleishbuilding.com

CONTACT PERSON FOR THIS REQUEST
Name: Daniel D. MacLeish Phone: 248-524-3244 Email: admin@macleishbuilding.com

SUBJECT PROPERTY
Address: 124 & 126 Sandhills Lane Sidewell Number: 09-04-402-067/68
Total Acreage: N/A Length of Ownership by Current Property Owner: 12 Years, 6 Months
Does the owner have control over any properties adjoining this site? Turnberry
Zoning Ordinance
Allowance/Requirement
Deviation requested
Case #: ________________

**RESIDENTIAL VARIANCE**

1. Describe in detail the nature of the request. **SEE ATTACHED**

2. Describe how the request results from special or unique circumstances particular to the property, which are not applicable to other properties in the surrounding area. **SEE ATTACHED**

3. If the appeal is granted, please explain how the variance will/will not be materially detrimental to the public health, safety and welfare, or to other properties or improvements in the Township: **SEE ATTACHED**

4. Explain how the request is/is not consistent with other properties in the immediate area, please site examples if possible: **SEE ATTACHED**

5. Describe how the alleged practical difficulty has not been self-created. **SEE ATTACHED**

6. The topography of said land makes the setbacks impossible to meet because: **SEE ATTACHED**

7. Describe how strict compliance with the ordinance unreasonably prevents the owner from using the property for a permitted purpose, or to be unnecessarily burdensome. **SEE ATTACHED**

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*Page 2 of 3*

*Version 3/10/18*
Case #: __________________

8. Have there been any previous appeals involving this property? If so, when? __________________________

9. Is this request the result of a Notice of Ordinance Violation? ☐ Yes ☐ No

I/We, the undersigned, do hereby request action by the ZBA on the variance or specified matter above, in accordance with Sections 30.06, 30.07, 30.08, 30.10, and 30.11 of the Zoning Ordinance. In support of this request the above facts are provided. I hereby certify that the information provided is accurate and the application that has been provided is complete. As the property owner (or having been granted permission to represent the owner as to this application), I hereby grant the Zoning Board of Appeals members permission to visit the property, without prior notification, as is deemed necessary.

Signature of Applicant:
(must be original ink signature) __________________________ Date: 06/17/2021

Print Name: Daniel D. MacLeish II

Signature of Property Owner:
(must be original ink signature) __________________________ Date: 06/17/2021

Print Name: Daniel MacLeish Sr. - Owner/Managing Partner - JDT

If applicable:
I the property owner, hereby give permission to __________________________ to represent me at the meeting.

OFFICE USE ONLY

Zoning Classification of property: __________________________ Adjacent Zoning: N. S. E. W.

Total Square Footage of Principal Structure: __________________________ Total Square Footage of Accessory Structure(s): __________________________

Description of variance(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Date Filed: __________________________ Fee Paid: __________________________ Receipt Number: __________________________
ZBA RESIDENTIAL VARIANCE QUESTIONS 1-7

1. Applicant requests a variance of the “stated” side yard setbacks from 30ft to less than 30ft, but not less than 20ft, as in the site plan which accompanies this application.

2. Applicant’s Unit is in a development consisting of duplex condominium units, two units in each building. There are no private yards. The spaces between buildings are Common Elements under a Master Deed and are maintained by the Homeowner’s Association. The set back applicable to Applicant’s building does not allow for buildings acceptable to the market that exists today. For that reason No new construction has been feasible on these sites for over 20+ years due to the sites being unworkable for today’s modern condominium floor plan.

3. It is common and customary to allow flexibility for setback in a condominium so long as setbacks from outside properties are preserved. Thirty-foot existing setbacks between the buildings in the Royal Troon Condominium and the boundaries of the Condominium are preserved. Therefore, no residents of areas outside the condominium are affected. Within the condominium the units are all zero lot line on one side of the resident’s buildings. A 20 foot or greater set back from the neighboring building is sufficient for health and safety. The loss of set back is outweighed by the advantage to residents of having the condominium fully built out instead of the current look of an unfinished project. Moreover the homes to be built will have the quality of existing homes as to design, materials and size. Sizes will be the same but units will be one story instead of one and a half stories.

4. Some of the buildings in the condominium development already have less than a thirty foot set back. All the units have zero setbacks on one side. There is no reason to equate the side yard requirements/setbacks of Royal Troon with other surrounding single family developments. The variance will allow for a more modern, up to date product to be built having the greatest appeal to new home buyers looking for a condominium development. The units Applicant proposes are single story vs. 1.5 stories but sized similarly to still maintain the same square footage of the older 1.5 story existing units. A large portion of the condominium market is looking for a single story, ranch style floor plan for ease of use, cleaning and maintaining the property. The newer proposed units are more likely to be sold than those with the prior design due to the popularity of this single story, open floor plan concept and style which resonates with condominium buyers today. This product will cost more than the existing units to construct but will enhance and add value to the existing condominium units upon completion. This design when built will likely have a greater taxable value for real property tax purposes. The proposed new floor plan is very consistent with the other properties in meeting the same or similar square footage; essential common rooms, i.e. kitchen, dining & great room, and laundry; along with 2-3 bedrooms (2 bedrooms with a flex room as optional 3rd bedroom). A similar development Applicant just completed in Rochester Hills was done successfully by similarly coming into an existing established development and providing a new, updated floor plan and elevation. The new condominium units were very well received by the association and community and added value to the existing condominiums by completing and finishing out the remaining building sites. An example of similar ranch condominium developments is Pulte’s duplex condominium development on M-24, South of Silverbell Rd.
5. The original developer built the existing units in the Royal Troon Development with some buildings having less than a 30ft. side yard setback requirement. The original developer configured and located buildings in a manner which made thirty foot set backs for the unbuilt areas impossible or impractical. Applicant bought the remaining units from a foreclosure. The market demands have changed since the condominium was first developed. One and a half story units are not sellable. See also the following paragraph.

6. The curvature of the access road mandates a variation in parallel side yard setbacks that are equal and consistent with the stated setbacks. The road curvatures were due to the practicality of developing on an existing golf course. In the past, in order to build on the vacant sites, “the stated side yard setbacks” of the existing condominiums had been reduced to accommodate an appropriate and desirable sized product for the new home buyers at the time. This was the practical resolution and still is due to the difficulty of creating a desirable product for practical living that would adhere to the stated setbacks.

7. The requested variances are dimensional rather than use variances. For the reasons given above Applicant faces practical difficulty if required to adhere to the prior thirty foot standard. It would be impossible today to comply with the current side yard setbacks. One would have to reduce the size of the units to an unmarketable first floor size, and then create a second story in order to provide enough square footage/space for additional bedrooms. This creates a detriment in selling this product to many of the “empty nesters” that make up the majority of condominium buying in this area. They do not want to climb stairs to clean, maintain or use the second level. Applicant’s 40 ft wide unit that has been built successfully in other developments is successfully overcoming this detriment. The size and proportions of the floor plan were well liked and helped make the project very desirable and saleable. In addition, Applicant has refined the floor plan, mechanical systems, and building structure, etc. to provide a more energy efficient and contemporary product which today’s market demands.
MEMORANDUM

TO: Zoning Board of Appeals
FROM: Lynn Harrison, Planning & Zoning Coordinator
DATE: September 1, 2021
SUBJECT: Staff Report for AB-2021-52, Daryl & Amy Mulonas

The petitioners are seeking a side and front yard setback for a 6-ft fence.

The required setback distance from the water’s edge will be met and they are not seeking to put a 6-ft. fence along the southeast property line.

If the Board moves to grant the variances, you may want to consider adding to the motion that approval is based on the plan provided date stamped received August 16, 2021.

Please contact me if you have any questions.
MOTION OPTIONS

TO: Charter Township of Orion Zoning Board of Appeals

FROM: Lynn Harrison, Planning & Zoning Coordinator

DATE: August 31, 2021

RE: AB-2021-52, Daryl & Amy Mulonas, 732 Lawson

I am providing motion options for the above-mentioned case.

Please consider and deliberate on each of the criteria listed which the applicant should meet in order for their request to be approved. These are known as the Findings of Fact and need to be included in a motion for either approval or denial. Any additional Findings of Facts should be added to the motion.

The variance language listed was verified by the petitioner/applicant and advertised to the public. As a reminder - due to the language being advertised, the ZBA may lessen the requested deviation(s) but cannot grant more than what was advertised.

If you have any questions regarding the case, please give me a call at the Township ext. 5001.
SAMPLE MOTION FOR

APPROVAL OF A NON-USE VARIANCE

In the matter of ZBA case #**AB-2021-52, Daryl & Amy Mulonas, 732 Lawson, 09-09-276-023**, I would move that the petitioner’s request for:

2 variances from Zoning Ordinance #78 – Zoned R-3

Article XXVII, Section 27.02(A)(4) & Article XXVII, Section 27.05(H)(2)

1. A 20-ft. front yard variance from the required 30-ft. for a 6-ft. privacy fence to be 10-ft. from the front property line.

2. A 10-ft. side yard setback variance from the required 10-ft. for a 6-ft. privacy fence to be 0-ft. from the side property line (north).

be **granted** because the petitioner did demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does show the following Practical Difficulty (**Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):**

2. The following are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

3. The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:
4. The granting of the variance or modification will not be materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:

Further, based on the following findings of facts, the granting of this variance would not:

1. Impair an adequate supply of light and air to adjacent property due to:

2. Unreasonably increase the congestion in public streets due to:

3. Increase the danger of fire or endanger the public safety due to:

4. Unreasonably diminish or impair established property values within the surrounding area due to:

5. Or, In any other respect, impair the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:
SAMPLE MOTION FOR

DENIAL OF A NON-USE VARIANCE

In the matter of ZBA case #AB-2021-52, Daryl & Amy Mulonas, 732 Lawson, 09-09-276-023, I would move that the petitioner’s request for:

2 variances from Zoning Ordinance #78 – Zoned R-3

Article XXVII, Section 27.02(A)(4) & Article XXVII, Section 27.05(H)(2)

1. A 20-ft. front yard variance from the required 30-ft. for a 6-ft. privacy fence to be 10-ft. from the front property line.

2. A 10-ft. side yard setback variance from the required 10-ft. for a 6-ft. privacy fence to be 0-ft. from the side property line (north).

be denied because the petitioner did not demonstrate that the following standards for variances have been met in this case in that they set forth facts which show that in this case:

1. The petitioner does not show Practical Difficulty due to (Defined: Due to unique characteristics of the property and not related to general conditions in the area of the property):

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

2. The following are not exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone:

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

3. The variance is not necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone or vicinity based on the following facts:

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
4. The granting of the variance or modification will be materially detrimental to the public welfare or materially injurious to the property or to improvements in such zone or district in which the property is located based on the following findings:

Further, based on the following findings of facts, the granting of this variance would:

1. Impair an adequate supply of light and air to adjacent property due to:

2. Unreasonably increase the congestion in public streets due to:

3. Increase the danger of fire or endanger the public safety due to:

4. Unreasonably diminish or impair established property values within the surrounding area due to:

5. Or, in any other respect, impair the public health, safety, comfort, morals, or welfare of the inhabitants of the Township due to:
Charter Township of Orion Zoning Board of Appeals
Application for Appeal - Single Family Residential

NOTICE TO APPLICANT:
The following application must be completed and filed with the Township at least thirty days prior to a scheduled ZBA meeting in order to initiate an appeal. There is a non-refundable fee of $200.00 for a residential application.

Regular meetings of the ZBA are held on the second and fourth Mondays of each month at 7:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan 48360. A minimum of three cases are required in order to hold a meeting with a maximum of five. The applicant or a representative with written permission from the property owner must be present at the meeting.

PROOF OF OWNERSHIP MUST BE INCLUDED WITH THIS APPLICATION. Acceptable forms of documentation include: Warranty Deed, Quit Claim Deed, Land Contract, or Option to Purchase with a Copy of the Warranty Deed.

APPLICANT

Name: DARYL & AMY MULONAS
Address: 732 LAWSON City/State/Zip: LAKE ORION, MI 48362
Phone: Cell: 248-212-9053-DARYL 248-505-1832-AMY
Email: SQUAREDNA@COMCAST.NET-DARYL DNAMULONAS@COMCAST.NET-AMY

PROPERTY OWNER(S)

Name (s): DARYL & AMY MULONAS
Address: 732 LAWSON City/State/Zip: LAKE ORION, MI 48362
Phone: Cell: 248-212-9053-DARYL 248-505-1832-AMY
Email: SQUAREDNA@COMCAST.NET-DARYL DNAMULONAS@COMCAST.NET-AMY

CONTACT PERSON FOR THIS REQUEST

Name: DARYL MULONAS Phone: 248-212-9053 Email: SQUAREDNA@COMCAST.NET

SUBJECT PROPERTY

Address: 732 LAWSON Sidwell Number: 09-09-276-023
Total Acreage: .75 Length of Ownership by Current Property Owner: 5 Years, 3 Months

Does the owner have control over any properties adjoining this site? NO
Zoning Ordinance Allowance/Requirement Deviation requested
RESIDENTIAL VARIANCE

1. Describe in detail the nature of the request. 
   REQUEST IS TO PUT A 6' FENCE ON THE PROPERTY LINE

2. Describe how the request results from special or unique circumstances particular to the property, which are not applicable to other properties in the surrounding area. 
   NONE THE WE ARE AWARE OF

3. If the appeal is granted, please explain how the variance will/will not be materially detrimental to the public health, safety and welfare, or to other properties or improvements in the Township: 
   REQUEST IS TO LIMIT NOISE AND ADD PRIVACY FROM NEIGHBORING HOUSE. IT WILL NOT AFFECT THE TOWNSHIP IN A NEGATIVE WAY.

4. Explain how the request is/is not consistent with other properties in the immediate area, please site examples if possible: 
   THERE ARE A FEW OTHER FENCES ON OUR BLOCK

5. Describe how the alleged practical difficulty has not been self-created. 
   THE NEIGHBORING HOME INSTALLED
   3 EXTERNAL SPLIT UNIT HEATING AND COOLING UNITS DIRECTLY ACROSS FROM OUR MASTER BEDROOM WINDOWS

6. The topography of said land makes the setbacks impossible to meet because: 
   OUR PROPERTY LINE ON IS ONLY 14'
   FROM OUR HOME

7. Describe how strict compliance with the ordinance unreasonably prevents the owner from using the property for a permitted purpose, or to be unnecessarily burdensome. 
   Units are loud. Lost our peaceful setting.
I/We, the undersigned, do hereby request action by the ZBA on the variance or specified matter above, in accordance with Sections 30.06, 30.07, 30.08, 30.10, and 30.11 of the Zoning Ordinance. In support of this request the above facts are provided. I hereby certify that the information provided is accurate and the application that has been provided is complete. As the property owner (or having been granted permission to represent the owner as to this application), I hereby grant the Zoning Board of Appeals members permission to visit the property, without prior notification, as is deemed necessary.

Signature of Applicant: [Signature]  Date: 1/23/21
Print Name: [Name]

Signature of Property Owner: [Signature]  Date: 7/23/21
Print Name: [Name]

If applicable: I the property owner, hereby give permission to [Name] to represent me at the meeting.

OFFICE USE ONLY

Zoning Classification of property:  Adjacent Zoning: N. S. E. W.
Total Square Footage of Principal Structure:  Total Square Footage of Accessory Structure(s):
Description of variance(s):

Date Filed:  Fee Paid:  Receipt Number: 
Article XXVII

27.01 Nonconformities

construction on the rebuilding project is begun and diligently carried on within a reasonable time after the excavation, demolition, or removal of the theretofore existing building.

K. Administrative Nonconformities.

A structure or use which is administratively nonconforming shall remain nonconforming until special approval has been granted pursuant to application submitted to the proper authority. Where special approval has been granted, such a structure or use shall be deemed conforming. However, where special approval has been denied, such structure or use shall be considered nonconforming on the basis for which the application for special approval was denied.

L. Change in Tenancy or Ownership.

In the event there is a change in tenancy, ownership or management of an existing nonconforming use or structure, such nonconforming use or structure shall be allowed to continue pursuant to the terms of this Ordinance regarding such nonconformities.

M. Special Exceptions.

Any use for which a special exception is permitted, as provided in this Ordinance, shall not be deemed a nonconformity.

Section 27.02 – Buildings, Structures, and Uses

A. Accessory Buildings, Structures and Uses. (amended 02.17.04)

1. An accessory building, structure or use shall not be located on a parcel unless there is a principal building, structure, or use already located on the same parcel of land.

2. An accessory building or structure shall not be constructed prior to the commencement of construction of the principal building or structure or the establishment of the principal use.

3. A building, structure or use which is accessory to a single-family dwelling and attached to it shall, for the purposes of location and setbacks, be considered part of the principal building.

4. A building, structure or use which is accessory to a single-family dwelling and detached from it shall meet the same front and side yard setback requirements as the principal structure, as set forth in the applicable zoning district of this Ordinance. However, the minimum rear yard setback shall be ten (10) feet for all detached accessory buildings. All accessory buildings and structures shall be included in the computation of total maximum area of all accessory buildings, and together with the principal building or structure shall not exceed the percentage of lot coverage requirements. (amended 07.16.18)

5. Detached accessory buildings or structures in non-residential districts shall conform to the height requirements for the principal building or structure, as set forth in the applicable zoning district, except as specifically permitted otherwise in this Ordinance. However, detached accessory buildings or structures in non-residential districts that exceed the height of the principal building or structure, as constructed, shall not be located in the front yard. (amended 07.16.18)

Detached accessory buildings or structures in residential districts shall not exceed the height of the principal building or structure as constructed. However, the height of a detached accessory building or structure may exceed the height of the principal building or structure, if said accessory building or structure is located at least one hundred fifty (150) feet distant and to the rear of the principal building or structure. In no case shall the height of a detached accessory building or structure exceed the maximum height requirement for the principal building or structure, as set forth in the applicable zoning district, except as specifically permitted otherwise in this Ordinance. (amended 07.16.18)
Article XXVII  General Provisions

27.05 Landscaping, Fences and Walls

1. Location and Purpose. Entranceway structures shall be permitted in any required yard area for the purpose of indicating the entrance to a subdivision, multiple-family development, mobile home park, industrial park, office park, or similar planned development containing several buildings that are related in purpose.

   Entranceway structures shall be subject to the provisions concerning corner clearance, set forth in Section 27.03.

2. Construction and Design. Any entranceway structure shall be constructed of permanent, durable materials and shall be designed so as to be compatible with the architecture of surrounding development.

3. Site Plan. Prior to issuance of a building permit for any entranceway structure, a site plan shall be submitted to the Planning Commission for review and approval. The site plan shall include an elevation drawing and a cross-section of the proposed structure. The site plan shall show the relationship of the entranceway to the right-of-way of the intersecting roads and/or driveways.

H. Residential Fence and Wall Regulations.

   Where permitted or required in this Ordinance, fences and walls in residential districts shall be subject to the provisions set forth in this section:

   1. Lot Enclosures. Fences and walls used to enclose a lot shall be no higher than four (4) feet in height and shall be located on the lot line.

   2. Privacy or Decorative Fences and Walls. Fences and walls erected primarily for privacy or decoration shall not be located within any required yard setback area and shall not exceed six (6) feet in height.

   3. Corner Clearance. No fences or walls shall be erected, established or maintained on any corner lot so as to obscure the view of drivers in vehicles approaching the intersection. All specifications concerning corner clearance as set forth in Section 27.03 shall be complied with.

   4. Large Lots Excluded. Fences and walls shall be excluded from the provisions of this section if such lots have an area of more than two (2) acres, have frontage of at least two hundred (200) feet, and are not part of a recorded plat.

   5. Fences Enclosing Public Areas. Fences, walls or other protective barriers that enclose parks, playgrounds, or other public landscaped areas shall not exceed ten (10) feet in height. The Planning Commission may authorize a fence, wall, or protective barrier of additional height, with or without barbed wire, where necessary, to protect public utility or municipal installations in a residential district.

   6. Wall Specifications. Walls shall be erected on a concrete foundation which shall have a minimum depth of forty-two (42) inches below grade. The foundation shall be at least four (4) inches wider than the wall to be erected.

   7. Fence Specifications. Fences constructed of chain link, wood, vinyl or other similar materials are permitted. Posts shall be sunk into the ground at least three (3) feet.

   8. Barbed Wire Prohibited. Barbed wire, spikes, nails, or any other sharp-pointed intrusions shall be prohibited on top or on the sides of any fence, wall, or protective barrier, except that barbed wire cradles consisting of no more than three (3) strands of wire may be placed on top of fences enclosing public utility buildings.
AB-2021-52  732 Lawson  .792 acres
Zoned R-3

No relaxation on side yard setback

Setback from water's edge OK

Setback from front yard 10-ft

Setback from Northwest property line 0-ft
From: Amy Mulonas <dnamulonas@comcast.net>
Sent: Monday, August 16, 2021 4:12 PM
To: Lynn Harrison
Subject: Re: Variance Request

The fence will not go all the way to the property line- there are pine trees there so we were hoping to just go to the pine trees if that’s ok!

Sent from my iPhone

On Aug 16, 2021, at 3:45 PM, Lynn Harrison <lharrison@oriontownship.org> wrote:

Yes, thank you. Regarding a corner clearance variance – I showed it to the Planning & Zoning Director and that actually will not apply in this situation, however it appears the fence will end/start at the front property line, is that correct? If not how far away from the front property line will it be?

Lynn Harrison
Coordinator
Planning & Zoning
<image001.png> 2525 Joslyn Road, Lake Orion, MI 48360
O: 248.391.0304, ext. 5001
W: www.oriontownship.org

From: Amy Mulonas <dnamulonas@comcast.net>
Sent: Monday, August 16, 2021 3:30 PM
To: Lynn Harrison <lharrison@oriontownship.org>
Subject: Re: Variance Request

Just checking in to make sure you received the information from us about the variance.

Sent from my iPhone

On Aug 16, 2021, at 10:13 AM, Lynn Harrison <lharrison@oriontownship.org> wrote:

Just a reminder that I need the requested information as soon as possible.
Daryl & Amy, I am working on the language for your variance request for a 6-ft. fence. Please indicate on the attached rendering with x’s along the property line(s) where you want the fence to go. Also, please let me know how far the fence will be from the front property line and from the lake.

Thanks,

Lynn Harrison
Coordinator
Planning & Zoning
2525 Joslyn Road, Lake Orion, MI 48360
O: 248.391.0304, ext. 5001
W: www.oriontownship.org

<732_Lawson_8.5x11P_1628615249.pdf>
From: Jeff Williams  
Sent: Wednesday, August 25, 2021 8:36 AM  
To: Debra Walton  
Subject: RE: Residential ZBA Documents for the September 13, 2021 ZBA Meeting

The fire department has reviewed the documentation and has no concerns at this time.

Jeffrey Williams, CFPS – Fire Marshal  
Orion Township Fire Department - Fire Prevention  
3365 Gregory Road Lake Orion, MI 48359  
Fax: 248.309.6993

From: Debra Walton <dwalton@oriontownship.org>  
Sent: Tuesday, August 24, 2021 12:08 PM  
To: Jeff Williams <jwilliams@oriontownship.org>  
Subject: Residential ZBA Documents for the September 13, 2021 ZBA Meeting

Attached is one ZBA residential case that needs to be reviewed by you for the September 13, 2021 ZBA meeting.

Thanks,

Debra Walton  
Clerk  
Planning & Zoning  
2525 Joslyn Road, Lake Orion, MI 48360  
O: 248.391.0304, ext. 5002  
W: www.oriontownship.org
My name is Linda Thierry and I live at 686 Lawson Drive, Lake Orion Michigan. I am writing regarding the Zoning Variance requested by Daryl and Amy Mulonas for the property at 732 Lawson Drive, Lake Orion Michigan, Case number AB-2021-52. I have reviewed the Application for Appeal and request that the Zoning Board of Appeal decline the requested variance.

I have two reasons for this decision.

First, it is my understanding that the Mulonas requested the variance due to the noise generated by HVAC equipment on the property to the north of theirs. It is my understanding that the Mulonas residence has two HVAC units on the north side of their property. Since both properties have HVAC on a common side, if you will, I can’t see where putting a six-foot fence on the property line will control the noise.

Second, Lawson Drive has an open natural feel. Putting the fence on the property line will create a cluttered, "on top of each other" feeling that will detract from the beautiful natural setting of the street.

Thank you.
Lynn Harrison

From: Roger Buches <roger.buches@sbcglobal.net>
Sent: Sunday, September 12, 2021 8:03 PM
To: Lynn Harrison
Subject: Zoning Variance AB-2021-52

RE: Charter Township of Orion Board of Appeals

Application for Appeal- Single Family Residential

Applicant Daryl and Amy Mulonas

Case AB-2021-52

My name is Roger Buches and I reside at 696 Lawson Dr, Lake Orion, MI 48362. I have reviewed the captioned application and request that the Zoning Board reject the variance.

I’ve have visited (and now own) the 696 Lawson Dr property since around 1976. Even as Orion Township has grown in the last 45 years Lawson Drive has maintained its rural and relaxing atmosphere. Even though the houses are relatively close there is still a feeling of openness and spaciousness. If an individual feels the need for a privacy fence my understanding is one can be built with the appropriate setback. By building a fence on the property line I’m afraid this will take away from the open character of the street and give it a cluttered look.

One point of the application confuses me. Part of the response to question seven on page two is “Lost our peaceful setting”. I viewed the 732 Lawson property from a neighboring property and there are two air conditioning units on the north side of the building by or adjacent to the master bedroom, as shown in the diagram attached to the Application for Appeal. Why should the Zoning Board approve a variance to limit noise in the master bedroom when the owner has placed air conditioning units by the master bedroom which by their nature would eliminate a peaceful setting?

Thank you for your consideration.

Roger A Buches

696 Lawson Dr
September 13, 2021

Via email to lharrison@oriontownship.org

Charter Township of Orion
Attn: Zoning Board of Appeals
2525 Joslyn Rd.
Lake Orion, MI 48360

Dear Zoning Board of Appeals:

This letter responds to Zoning Variance Application No. AB-2021-52 (“Mulonas’ Appeal”) pending before this Board of Appeals (“this Board”). The Mulonas Appeal requests placement of a six (6) foot fence on a side property line of 732 Lawson Dr. The side property line is shared with our property, 724 Lawson Dr., and for the reasons below, we respectfully request this Board reject the requested variance.

This Board should reject the requested variance because the Mulonas’ Appeal fails to meet the standards for a variance, which are set forth in The Orion Charter Township Zoning Ordinance (hereinafter referred to and cited to as the “Ordinance”). Notably, a variance “shall only” be granted if the board finds an application for variance meets all standards set forth in Section 30.07(C) of the Ordinance. See Ordinance, Section 30.07(C). The Mulonas’ Appeal fails to satisfy the standards set forth in at least (C)(1), (2), and (3) of Section 30.07.

First, the Mulonas’ Appeal includes an admission that the requested variance is not a result of any special or unique circumstances. See Exhibit A, p.2, response to questions number 2. Specifically, when asked to identify any special or unique circumstances particular to its own property that are not applicable to other properties in the area, the Mulonas’ Appeal states: “None th[at] we are aware of.” See Exhibit A, p.2. Section 30.07(C)(2) requires “there [be] exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property that do not apply generally to other properties or class of uses in the same district or zone.” The response of “None th[at] we are aware of” should be considered fatal to the Mulonas’ Appeal because it is an admission in the Mulonas’ Appeal that at least Section 30.07(C)(2) of the Ordinance cannot be met.

Second, the Mulonas’ Appeal justifies its request with, at the best, misleading facts. The Mulonas’ Appeal relies on an alleged (a) “Los[s] [in their] peaceful setting” and (b) that their “property line is only 14’ from our house.” See Exhibit A, p.2. The Mulonas’ Appeal, however, fails to complete the picture as it is void of notable facts.
LETTER CONCERNING ZONING VARIANCE
APPLICATION NO. AB-2021-52

Absurd Claim of “Los[eing]... peaceful setting”

The Mulonas’ Appeal blames the loss of the “peace” on “the neighboring home install[ing] 3 external split unit heating and cooling units directly across from our master bedroom”.¹ This is misleading because the three (3) external heating and cooling units (a Fijitsu Halcyon Mini-Split System) create noise analogous to the ambient noise created by dishwasher and refrigerator. For example, the maximum noise rating of any unit in a Fijitsu Halcyon Mini-Split System is 48 db(A). See Exhibit B at p.9. For comparison, the decibel rating of an LG LoDecibel™ kitchen appliance is 48db. See Exhibit C, LG’s LDS5540 Dishwasher brochure. The Mulonas’ Appeal relies on a noise level equivalent to the noise level created in every American Kitchen at night.

Further showing the misleading nature of the statement in the Mulonas’ Appeal, the Mulonas’ Appeal failed to identify the twin air-conditioning units Mr. and Mrs. Mulonas installed no more than 5 feet from one of their bedroom windows (at least 30 feet closer than the complained of mini-split system). See FIG. 1, infra. It is our understanding the twin air-conditioning units are Rheem brand units. Rheem’s 2021 air-conditioning units have a maximum decibel rating of at least 76-79 db (depending on the unit, the min decibel rating of the Rheem units ranges from 54-73 db). See Exhibit D. A vacuum cleaner, while running, has a decibel rating of about 70 db. See Exhibit E. While the Mulonas’ Appeal complains of the noise of an American kitchen, their own air-conditioning units outside their bedroom windows are as loud as vacuum cleaners.

Mr. and Mrs. Mulonas’ cannot reasonably state that the Fijitsu Halcyon Mini-Split System destroyed the peaceful setting at their home. Frankly, Mr. and Mrs. Mulonas’ created a loss in their own peaceful setting by installing their own Rheem air-conditioners. As further illustrated in FIG. 1 below, if a loss in a peaceful setting was created to a neighboring home, it was our home that lost the peaceful setting when the Mulonas’ installed the Rheem air-conditioners adjacent to their daughter’s old room and the deck the Mulonas’ built and must have once resided on to enjoy the peaceful setting they reference. Accordingly, the Mulonas’ Appeal cannot rely on the premise that they “Lost [their] peaceful setting” to meet the requirements of Section 30.07(C)(1), (2), or (3) of the Ordinance.

¹ The Fijitsu Halcyon Mini-Split System was installed because it was the ONLY option for heating and cooling the home. Mr. and Mrs. Mulonas’ knew of the lack of duct work in the home and the need for the Mini-Split System, as they previously owned the home at 724 Lawson Dr. It should also be noted that Mr. and Mrs. Mulonas’ claim of an “existing bedroom” is once again misleading. After selling the home at 724 Lawson Dr. to us, Mr. and Mrs. Mulonas did not live in the home for approximately 30 days while they continue renovations of their home. Those renovations continue today, and it is our understanding that a living area in the existing building was converted to their master bedroom. Additionally, the Fijitsu Halcyon Mini-Split System was installed prior to Mr. and Mrs. Mulonas completing the design of their addition, and completion of the renovations to the existing building.
Not the Complete Picture - “Our property line is only 14’ from our house.”

The Mulonas’ Appeal inadequately justifies the variance request by suggesting that their “property line is only 14’ from [their] house.” See Exhibit A, p.2, response to questions number 6 which states: “The topography of said land makes the setback impossible to meet because.” Once again, this is at best another misleading statement. Recent documents submitted to the Orion Township Building Department by the Mulonas show that the front edge of their house is about 22 feet (22’ 10 ¾”) from the property line. See Exhibit F, Issued for Construction Blueprints of the Mulonas’ Addition. In addition, the Mulonas’ house at approximately the cliff/halfway point (Note: The cliff is not visible from the street, but shown best in FIG. 2 infra), is about 19 feet (19’ 1½”) from the property line. See Id. Notably, there is no reference to 14-ft from any property line in the drawings, but it is presumed the Mulonas’ Application may (as it is the only reasonable inference from the drawings) refer to a distance between the back corner of the home and the property line.
Most notable about the reference to the 14-ft distance is that it provides an inference that there is not enough space for the fence to be spaced from the Mulonas’ home. The inference would be false. The Mulonas’ property provides at least 20-ft of spacing to abide by the zoning ordinance and from the Mulonas’ home. FIGS. 2 and 3 below provides further context to the currently request placement of the fence, as demonstrated by the Mulonas’ with the bucket and string they placed at the proposed location as of at least September 10, 2021. These FIGS. also indicate an approximation of the 10-ft side yard setback in accordance with the Ordinance.

FIG. 2: Image of Proposed Fence Location, taken September 10, 2021
Mr. and Mrs. Mulonas’ property has more than adequate spacing to abide by the Ordinance and to leave room between the fence and their home. Accordingly, the Mulonas’ Application cannot rely on inadequate spacing to justify a variance or to meet the requirements of Section 30.07(C). The Mulonas’ Application must be rejected.

**Promoting and Protecting the Public Morals and Character of the Township**

The Ordinance has a purpose of “promoting and protecting the public health, safety, peace, morals, comfort, convenience and general welfare of the inhabitants of the Township by protecting and conserving the character and social and economic stability”. See Ordinance, Article 1 at Preamble. Given the facts set forth above, we believe it would be against the purpose of the Ordinance to grant the variance requested in the Mulonas’ Application. As clearly indicated above, the culpability of the Mulonas’ Application is questionable. The Mulonas’ Application left out key
facts that, at a minimum, provide an inference of the Mulonas’ Application misleading its reasons for the variance request.

In line with potential misleading nature of the Mulonas’ Application, we believe our interactions with the Mulonas’ regarding the fence are pertinent. Mrs. Mulonas initially informed Mrs. Driscoll of the Mulonas’ desire to place a fence on the property line between our properties and that the Mulonas’ had applied for a building permit on the same. Mrs. Driscoll’s initial response was “sure” because she figured it was in the best interest of being neighborly and that the fence was going up regardless of her response. Following the call, Mrs. Mulonas never spoke with, otherwise informed, or suggested Mrs. Driscoll discuss with, Mr. Driscoll the fence. The following day, Mrs. Mulonas took this “sure” to the Township and informed the Township that “we” okayed it. Taking it a step further, Mrs. Mulonas requested Mrs. Driscoll provide a letter to this Board that “we” okayed the fence application (To be clear, “we”, a.k.a., Mr. and Mrs. Driscoll, did not “okay” the fence). Below is a screenshot of the text communications between Mrs. Driscoll and Mrs. Mulonas on this topic:
LETTER CONCERNING ZONING VARIANCE
APPLICATION NO. AB-2021-52

In the initial phone call, Mrs. Mulonas failed to inform Mrs. Driscoll that the Mulonas’ were requesting a statement by us/our property in support of the variance. Prior to completing the letter that Mrs. Mulonas requested, Mr. Driscoll suggested to Mrs. Driscoll something seemed suspicious about the letter/request. Accordingly, Mrs. Driscoll reached out to Mrs. Mulonas asking that the two couples meet to discuss the fence and what they were asking. The Mulonas’ rejected the request.

Following the rejection, Mr. Driscoll sought more information from the Township on the matter and uncovered the Mulonas’ Application. Mr. and Mrs. Driscoll desired to visualize the property line and fence location and proceeded, relying on to-scale property drawings the Mulonas’ submitted to the health department for a septic repair, to stake an approximate property line.2 The following day, Mr. Mulonas approached Mr. Driscoll upset with the stake placement. Mr. Driscoll explained how without the Mulonas’ willingness to discuss with us, and the appearance of attempted deception, that we took the matter into our own hands. In response, Mr. Mulonas’ pointed out how the stakes were a bit “%^$&*$%$” and that he could be a real “$%&(%&” if Mr. Driscoll wanted to continue. Mr. Driscoll ended the conversation amicably by agreeing to remove the stakes and requesting the Mulonas’ discuss the fence location upon completion of an alleged survey to take place or when they Mulonas’ decide where they would like it placed.

To date, neither Mr. or Mrs. Mulonas have again reached out to Mr. or Mrs. Driscoll to discuss the fence. The Driscolls first learned of the Mulonas’ proposed/desired fence placement when they saw the bucket and string on September 10, 2021 (Note: 3 days before the hearing by this Board). We regret waiting until the last minute to submit this letter to this Board, but we wanted to provide the Mulonas’ ample time to reach out and/or to cure the Mulonas’ Application. They have done neither. The morals and character of these exchanges are not consistent with the Ordinance and is just another reason this Board must reject the Mulonas’ Application.

Given the facts set forth above, we believe it is against the purpose of the Ordinance to grant the variance requested. Moreover, the Mulonas’ Application provides no evidence supporting the grant of a variance in accordance with Section 30.07 of the Ordinance. The Mulonas’ Application must be rejected.

Respectfully,

/s/ Keith and Erin Driscoll
724 Lawson Dr.
Lake Orion, MI 48362

2 The property line had to be “approximate” because the Mulonas’ submitted two different applications to the Health Department; the first noted a lakefront property distance of 70-ft, and the second noted a lakefront property distance of 75-ft.
Checklist for Single Family Residential Zoning Board of Appeals Application

- Applications must be submitted no later than 30 days prior to a scheduled meeting. Meetings are held the second and forth Monday of every month, unless otherwise specified.
- The applicant (or a representative, with written permission from the property owner) must be present at the meeting.

All of the following must accompany your completed application:

- Completed application, including original ink signatures of property owner and the applicant.
- Application fee of $200.00, cash or check payable to Orion Township.
- Proof of ownership. Acceptable forms of documentation include: Warranty Deed, Quit Claim Deed, Land Contract, or Option to Purchase with a Copy of the Warranty Deed.
- One copy 8.5”x11” (if size is larger than 11”x17” provide eight copies or 1 copy + PDF copy), of a scaled plot plan, or mortgage survey showing:
  - Lot lines with dimensions, and the total square footage of the lot
  - Label north point
  - Scale used on plans
  - Location of all existing and future buildings (including sheds, decks, pools, etc.) and lot coverage.
  - Accurate dimensions of all buildings, and the distances between them and to the nearest lot line
  - Parking areas and driveway(s)
  - Setback from the road right-of-way
  - All adjoining properties within 100’
  - Any easements on or adjacent to the property
  - Centerlines and road right-of-way widths of all abutting streets
- Elevation drawings with dimensions of proposed buildings or additions.
- If you live in an area with an active homeowner’s association, please provide an additional copy of plans signed and dated by the association.

Please note:

- You must stake the corners of the proposed structure(s) at least one week prior to the meeting you are scheduled to attend. This allows members of the Zoning Board of Appeals see the proposed location.
- The Zoning Board of Appeals may require a registered, staked survey to verify the location of property lines. If not required by the ZBA, the Building Inspector may require one prior to approving the initial inspection.
- Per Zoning Ordinance 78, Article XXIX, Section 29.03, H, 1: No order of the ZBA permitting the erection or alteration of a building shall be valid for a period longer than one (1) year from the date of such order, unless a building permit for such erection or alteration is obtained within such period and such erection or alteration is started and proceeds to completion in accordance with the terms of such permit.
Charter Township of Orion Zoning Board of Appeals  
Application for Appeal - Single Family Residential

NOTICE TO APPLICANT: 
The following application must be completed and filed with the Township at least thirty days prior to a scheduled ZBA meeting in order to initiate an appeal. **There is a non-refundable fee of $200.00 for a residential application.**

Regular meetings of the ZBA are held on the second and fourth Mondays of each month at 7:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan 48360. A minimum of three cases are required in order to hold a meeting with a maximum of five. The applicant or a representative with written permission from the property owner must be present at the meeting.

PROOF OF OWNERSHIP MUST BE INCLUDED WITH THIS APPLICATION. Acceptable forms of documentation include: Warranty Deed, Quit Claim Deed, Land Contract, or Option to Purchase with a Copy of the Warranty Deed.

**APPLICANT**

<table>
<thead>
<tr>
<th>Name:</th>
<th>DARYL &amp; AMY MULONAS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>732 LAWSON</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>LAKE ORION, MI 48362</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Cell:</td>
<td>248-212-9053-DARYL</td>
</tr>
<tr>
<td></td>
<td>248-505-1832-AMY</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
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<tr>
<td></td>
<td><a href="mailto:SQUAREDNA@COMCAST.NET-DARYL">SQUAREDNA@COMCAST.NET-DARYL</a></td>
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<td></td>
<td><a href="mailto:DNAMULONAS@COMCAST.NET-AMY">DNAMULONAS@COMCAST.NET-AMY</a></td>
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**PROPERTY OWNER(S)**

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<th>Name(s):</th>
<th>DARYL &amp; AMY MULONAS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>732 LAWSON</td>
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<tr>
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<td>LAKE ORION, MI 48362</td>
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<td>Phone:</td>
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<td>Cell:</td>
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</table>

**CONTACT PERSON FOR THIS REQUEST**

| Name:     | DARYL MULONAS         |
| Phone:    | 248-212-9053          |
| Email:    | SQUAREDNA@COMCAST.NET |

**SUBJECT PROPERTY**

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<td>Sidwell Number:</td>
<td><strong>09-09-276-023</strong></td>
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<tr>
<td>Total Acreage:</td>
<td>.75</td>
</tr>
<tr>
<td>Length of Ownership by Current Property Owner:</td>
<td>5 Years, 3 Months</td>
</tr>
<tr>
<td>Does the owner have control over any properties adjoining this site?</td>
<td><strong>NO</strong></td>
</tr>
<tr>
<td>Zoning Ordinance Allowance/Requirement</td>
<td>Deviation requested</td>
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</table>
Exhibit A

Case #: ____________________

RESIDENTIAL VARIANCE

1. Describe in detail the nature of the request: REQUEST IS TO PUT A 6' FENCE ON THE PROPERTY LINE

2. Describe how the request results from special or unique circumstances particular to the property, which are not applicable to other properties in the surrounding area. NONE THE WE ARE AWARE OF

3. If the appeal is granted, please explain how the variance will/will not be materially detrimental to the public health, safety and welfare, or to other properties or improvements in the Township: REQUEST IS TO LIMIT NOISE AND ADD PRIVACY FROM NEIGHBORING HOUSE. IT WILL NOT AFFECT THE TOWNSHIP IN A NEGATIVE WAY.

4. Explain how the request is/is not consistent with other properties in the immediate area, please site examples if possible: THERE ARE A FEW OTHER FENCES ON OUR BLOCK

5. Describe how the alleged practical difficulty has not been self-created. THE NEIGHBORING HOME INSTALLED

3 EXTERNAL SPLIT UNIT HEATING AND COOLING UNITS DIRECTLY ACROSS FROM OUR MASTER BEDROOM WINDOWS

6. The topography of said land makes the setbacks impossible to meet because: OUR PROPERTY LINE ON IS ONLY 14' FROM OUR HOME

7. Describe how strict compliance with the ordinance unreasonably prevents the owner from using the property for a permitted purpose, or to be unnecessarily burdensome. Units are loud. Lost our peaceful setting.
Exhibit A

Case #: __________________

8. Have there been any previous appeals involving this property? If so, when?  NO

9. Is this request the result of a Notice of Ordinance Violation?  □ Yes  □ No

I/We, the undersigned, do hereby request action by the ZBA on the variance or specified matter above, in accordance with Sections 30.06, 30.07, 30.08, 30.10, and 30.11 of the Zoning Ordinance. In support of this request the above facts are provided. I hereby certify that the information provided is accurate and the application that has been provided is complete. As the property owner (or having been granted permission to represent the owner as to this application), I hereby grant the Zoning Board of Appeals members permission to visit the property, without prior notification, as is deemed necessary.

Signature of Applicant: ____________________________ Date: 7/23/21
(must be original ink signature)

Print Name: ____________________________

Signature of Property Owner: ____________________________ Date: 7/23/21
(must be original ink signature)

Print Name: ____________________________

If applicable: I the property owner, hereby give permission to ____________________________ to represent me at the meeting.

OFFICE USE ONLY

Zoning Classification of property: ____________________________ Adjacent Zoning: N. S. E. W.

Total Square Footage of Principal Structure: ____________________________ Total Square Footage of Accessory Structure(s): ____________________________

Description of variance(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Date Filed: ____________________________ Fee Paid: ____________________________ Receipt Number: ____________________________
EXHIBIT B
For over 30 years, we have been making the hottest places cool and the coolest places more comfortable.
World-Class Manufacturing, Design and Engineering.

Fujitsu General Ltd. (FGL), the parent of Fujitsu General America, Inc., continues to pursue excellence in product design and engineering standards of heating and cooling products for both commercial and residential applications. Global production capacity of nearly 3 million and existing ventures into emerging cooling technologies assure a dedicated commitment to advanced product development.

Our manufacturing facilities have met ISO 9002 and ISO 14001 international standards that assure reliability and effectiveness. With advanced global procurement of key components, Fujitsu is positioned to stay at the forefront of leading dynamic corporations.

Seasoned in the global proving ground, we continue to meet expanding markets and the demand for high quality, innovative heating and cooling systems. Fujitsu prides itself on its leading market position in North America and throughout the world.

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Profile</td>
<td>2</td>
</tr>
<tr>
<td>Halcyon Introduction</td>
<td>3</td>
</tr>
<tr>
<td>How does a Fujitsu Ductless Mini-Split work?</td>
<td>4</td>
</tr>
<tr>
<td>Mini-Split Solutions</td>
<td>5</td>
</tr>
<tr>
<td>Halcyon Product Line</td>
<td>6-7</td>
</tr>
<tr>
<td>Single-Zone Systems</td>
<td>8-9</td>
</tr>
<tr>
<td>Halcyon I.A.Q. Systems</td>
<td>10-11</td>
</tr>
<tr>
<td>Dual-Zone Systems</td>
<td>12-13</td>
</tr>
<tr>
<td>Tri-Zone System</td>
<td>14</td>
</tr>
<tr>
<td>Universal Systems</td>
<td>15</td>
</tr>
<tr>
<td>Ceiling Cassette Systems</td>
<td>16-17</td>
</tr>
<tr>
<td>Digital Wireless Remotes</td>
<td>18</td>
</tr>
<tr>
<td>Model Features</td>
<td>19</td>
</tr>
</tbody>
</table>

For more information please visit our website at www.fujitsugeneral.com
For 30 years, we have been working hard to make the world a more comfortable place. We have produced and shipped millions of air conditioning systems throughout the world to make the hottest places cool and the coolest places comfortable.

As one of the top two mini-split air conditioner and heat pump manufacturers for North America, Fujitsu’s innovation drives the success of the Halcyon line.

These products have been designed to provide zoned comfort for residential and commercial applications. Engineered to install quickly and easily without ductwork, Halcyon systems provide preferred cooling and heating solutions where others cannot.

Halcyon by Fujitsu is a new way to think about air conditioning in the modern world. Now you can choose a high performance, permanent and easy to install air conditioning system that quietly blends with your environment.
How does a Fujitsu Ductless Mini-Split work?

Halcyon mini-split systems are a quiet and non-intrusive ductless solution for cooling and heating in the home or business. Because a mini-split is comprised of an indoor and outdoor unit, this allows for a quieter and peaceful inside environment by enabling your contractor to install louder components like compressors and motors outdoors.

Copper tubing running through a small 3-inch opening in the wall or ceiling easily connects the indoor and outdoor units. Refrigerant is cycled through the lines from the outdoor condensing unit to the indoor air handler, where the air is quietly distributed to the interior space.

Conventional air duct systems tend to be bulky and can require special structural attention while Halcyon system piping can often be routed through walls and joists to maintain aesthetics.

Keep cool the sensible way.

Hot air rises and cold air falls. We all remember this law of physics from our school days. Keep this in mind as we explain how Fujitsu’s Halcyon line of air-conditioners uses this principle to cool more efficiently.

In a central air-conditioning system cold air originates many yards from its cooling destination, usually in a basement or a hot attic space. This means cold air, as it travels through ductwork begins to warm up and can lose up to 25% of its cooling capacity along the way. This adds up to extra money spent on energy bills cooling spaces you can’t enjoy.

Window air-conditioning units combine a noisy compressor section with the cooling coil and fan. This process transfers noise from the compressor section into the conditioned space. They may seem like a quick fix to the summer heat. But, they take up your window space and they deliver cold air across the middle of the room, not across the top where the heat is.

Installation is as simple as 1, 2, 3…
1. Mount indoor and outdoor units.
2. Connect the refrigerant lines.
3. Make a few electrical connections.

An easy installation for your contractor saves you time and money.
Mini-Split Solutions

Fujitsu ductless mini-split systems cool the air without ductwork. This is accomplished by mounting the cooling section compactly on the wall, near the ceiling. This allows the unit to remove heat more efficiently and deliver cooling directly into the space where you need it. The compressor section is mounted remotely outside, creating a quiet peaceful space inside. Fujitsu also has built in features you generally do not see on other types of systems. Automatic swing louvers and multiple fan speeds allow you to control the amount and direction of the airflow and maximize comfort.

Central Air Problems:
- Must cool entire home when only one room may need cooling.
- 18,000 BTU is typical minimum central air unit available.
- Typical 3-ton homes are not zoned or require complex zoning systems
- Energy wasted in long lengths of uninhabited ductwork means higher energy bills.
- Retrofitting homes requires cutting holes in walls, floors, ceilings or decreasing closet space with ducts.

Window Unit Problems:
- Window units block the view from almost any window.
- Compromised security by providing easy access to intruders.
- Window units add little to your home's resale value but, their inefficiency adds to your utility bill.
- They are noisy and unattractive.
- Almost all window units have inconvenient manual control knobs.

Mini-Split Solutions:
- Cool only the areas you want and not the areas where you are not.
- Why oversize when only 9,000 or 12,000 BTUs may be required.
- Multiple evaporators make zoning as simple as setting a remote control.
- Less than 5% cooling loss occurs in insulated refrigerant lines compared with up to 25% through ducts.
- Requiring just a 3 or 4 inch diameter hole in the outside wall means less mess and better home aesthetics.

Fujitsu ductless mini-split systems cool the air without ductwork. This is accomplished by mounting the cooling section compactly on the wall, near the ceiling. This allows the unit to remove heat more efficiently and deliver cooling directly into the space where you need it. The compressor section is mounted remotely outside, creating a quiet peaceful space inside. Fujitsu also has built in features you generally do not see on other types of systems. Automatic swing louvers and multiple fan speeds allow you to control the amount and direction of the airflow and maximize comfort.
Halcyon Product Line

FEATURES AND BENEFITS

- Ease of installation.
- Simple zone control for increased comfort and efficiency.
- Remote controls easily adjust indoor climates in multiple zones of your home or business.
- Reduced system energy losses because distribution takes place through insulated refrigeration lines rather than ductwork.

- Aesthetics are improved over window units and no windows need to be blocked.
- Smart environmental control through Artificial Intelligence Technology. The use of microcomputers enables our products to think and respond to changing conditions, allowing carefree operation and optimum comfort.

SINGLE-ZONE SYSTEMS

Air Conditioners
Perfect for controlling hard to cool areas for both residential and light commercial buildings.

Heat pumps
Excellent technology for supplemental heating and cooling applications.

12 SEER SINGLE-ZONE INDOOR AIR QUALITY SYSTEMS

Air Conditioners and Heat Pumps

Halcyon I.A.Q. controls not only room temperature, but also improves indoor air quality.

- Plasma air filter mechanism
- Easy maintenance
- More powerful air flow
**DUAL-ZONE SYSTEMS**
Fujitsu’s dual-zone system allows for two separate rooms to be cooled simultaneously yet independently through one connection to a single, outdoor condensing unit. It’s like having two systems in one.

**TRI-ZONE SYSTEM**
Independent Operation: This tri-zone system enables the user to modify three environmental zones independently, or simultaneously.

**CEILING SUSPENDED SYSTEM**
The cost-effective, attractive way to control any indoor climate, where wall space is limited and fresh air is needed.

**UNIVERSAL SYSTEM**
Approach various comfort conditioning problems with a flexible system that can be suspended from the ceiling, or placed low on the wall or floor.

**CEILING CASSETTE SYSTEMS**
An ideal alternative for areas with limited wall space or low ceilings. Recessed above a suspended ceiling, cassettes provide a flush mounting that blends with any décor.
Fujitsu brand ductless air conditioners can be used to solve various application-specific problems. Businesses and institutions such as schools, churches, nursing homes and hospitals, commercial office buildings, strip malls, motels and restaurants, apartments and condos, computer and telephone switching rooms, and even residences commonly use these systems. With more efficient zone control, “ductless mini-splits” are perfect for renovations, restorations, conversions, and add-ons.

**Single-Zone Systems**

Fujitsu brand ductless air conditioners can be used to solve various application-specific problems. Businesses and institutions such as schools, churches, nursing homes and hospitals, commercial office buildings, strip malls, motels and restaurants, apartments and condos, computer and telephone switching rooms, and even residences commonly use these systems. With more efficient zone control, “ductless mini-splits” are perfect for renovations, restorations, conversions, and add-ons.

**ADDITIONAL AND EXCEPTIONAL FEATURES**

- **Auto Restart/Reset:** In the event of a temporary power failure, these systems will automatically restart in the same operating mode as before once the power has been restored.

- **Auto Louver Function:** This feature enhances the air distribution by enabling the user to automatically set a gentle, “air sweep” motion in various patterns from the remote control. A vertical louvered motion for systems 9C1, 9R1A, 12C1 and 12R1A, and a “dual louvered” function for systems 18C1, 18R1A, 24C1, 24R1A and 30C1 provide vastly improved air flow.

- **Power Diffuser:** An additional feature triggered by the maximum auto louver function has been created with the “power diffuser.” This additional louver opens based on our AI technology (Artificial Intelligence) monitoring sensors to quickly enhance immediate comfort needs.

- **Dry Mode:** This setting helps to control humidity levels when cooling may not be needed.

- **Sleep Function:** This feature automatically adjusts the temperature while you sleep to make you more comfortable. Smaller models also incorporate an extra “Quiet” fan speed to be sure you are not disturbed.

- **Moderate Low Ambient Operation:** This additional feature allows the systems to operate indoors, even when outdoor ambient temperatures are 32°F, without any additional accessory.

- **Energy Saver Mode:** The Fujitsu system “energy saver” mode allows the unit to keep your room cool enough for comfort by using a relaxed thermostat setting, automatically reducing power consumption (Systems 18C1/18R1A/24C1/24R1A/30C1).

- **Auto Change-Over:** This feature provides a functional change from cooling to heating or vice-versa automatically depending on the desired temperature set and functional requirement. Auto Change-Over monitor operation range is ± 4°F relative to the set temperature (Systems 9R1A/12R1A/18R1A/24R1A).

**AIR CONDITIONING SYSTEMS 9C1, 12C1**  
**HEAT PUMP SYSTEMS 9R1A, 12R1A**

**AIR CONDITIONING SYSTEMS 18C1, 24C1**  
**HEAT PUMP SYSTEMS 18R1A, 24R1A**

**AIR CONDITIONING SYSTEM 30C1**

**AIR CONDITIONING SYSTEM 36CX**
## AIR CONDITIONERS

<table>
<thead>
<tr>
<th></th>
<th>9C1</th>
<th>12C1</th>
<th>18C1</th>
<th>24C1</th>
<th>30C1</th>
<th>36CX</th>
<th>9R1A</th>
<th>12R1A</th>
<th>18R1A</th>
<th>24R1A</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Nominal Cooling, Btu/h</strong></td>
<td>9,400</td>
<td>12,200</td>
<td>18,000/17,000</td>
<td>23,000/22,500</td>
<td>29,500/28,700</td>
<td>33,000/32,400</td>
<td>9,400</td>
<td>11,800</td>
<td>17,500/16,500</td>
<td>23,000/22,500</td>
</tr>
<tr>
<td><strong>Nominal Heating, Btu/h</strong></td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>10,800</td>
<td>14,000</td>
<td>18,000/17,500</td>
<td>23,000/22,500</td>
</tr>
<tr>
<td><strong>HSPF</strong></td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>7.2</td>
<td>7.2</td>
<td>6.8</td>
<td>6.8</td>
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<tr>
<td><strong>SEER</strong></td>
<td>11.0</td>
<td>11.0</td>
<td>11.0</td>
<td>10.5</td>
<td>10.0</td>
<td>10.0</td>
<td>10.5</td>
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<tr>
<td><strong>Moisture Removal (l/h)</strong></td>
<td>2.9 (1.4)</td>
<td>3.8 (1.6)</td>
<td>4.2 (2.0)/4.0 (2.0)/1.9</td>
<td>5.7/5.3 (2.7)/2.5</td>
<td>9.1 (4.3)</td>
<td>9.5 (4.5)</td>
<td>2.1 (1.0)</td>
<td>3.2 (1.5)</td>
<td>3.8/3.6 (1.8)/1.7</td>
<td>6.4/6.1 (3.0)/2.9</td>
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<tr>
<td><strong>Voltage/Frequency/Phase</strong></td>
<td>115/60/1</td>
<td>115/60/1</td>
<td>230/208/60/1</td>
<td>230/208/60/1</td>
<td>230/208/60/1</td>
<td>115/60/1</td>
<td>115/60/1</td>
<td>230/208/60/1</td>
<td>230/208/60/1</td>
<td></td>
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<tr>
<td><strong>Recommended Fuse Size (A)</strong></td>
<td>15</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>30</td>
<td>30</td>
<td>15</td>
<td>20</td>
<td>20</td>
<td>20</td>
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<tr>
<td><strong>Air Circ. (pt/h)</strong></td>
<td>241 (410)</td>
<td>259 (440)</td>
<td>347 (590)</td>
<td>470 (800)</td>
<td>530 (900)</td>
<td>241 (410)</td>
<td>259 (440)</td>
<td>347 (590)</td>
<td>470 (800)</td>
<td></td>
</tr>
<tr>
<td><strong>Nominal Heating, Btu/h</strong></td>
<td>271 (460)</td>
<td>282 (480)</td>
<td>412 (700)</td>
<td>560 (950)</td>
<td>560 (950)</td>
<td>590 (1,000)</td>
<td>271 (460)</td>
<td>282 (480)</td>
<td>412 (700)</td>
<td>560 (950)</td>
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<tr>
<td><strong>Noise Level (dBA)</strong></td>
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<td>4.0</td>
<td>4.2</td>
<td>4.0</td>
<td>4.0</td>
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<td>4.0</td>
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<td>4.2</td>
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<tr>
<td><strong>Current (A): Cooling</strong></td>
<td>9.0</td>
<td>11.0</td>
<td>8.3/9.1</td>
<td>10.7/11.7</td>
<td>15.0/16.0</td>
<td>16.0/17.0</td>
<td>8.8</td>
<td>11.0</td>
<td>8.2/8.9</td>
<td>10.5/11.3</td>
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<tr>
<td><strong>Heating</strong></td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>7.8</td>
<td>10.7</td>
<td>8.0/8.5</td>
<td>9.9/10.4</td>
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<td><strong>Power Use (W): Cooling</strong></td>
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<td>1.25</td>
<td>1.91/1.89</td>
<td>2.41/2.40</td>
<td>3.15/3.05</td>
<td>3.52/3.45</td>
<td>0.95</td>
<td>1.24</td>
<td>1.89/1.84</td>
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<td>—</td>
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<td>0.88</td>
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<td>18C1</td>
<td>24C1</td>
<td>30C1</td>
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<td>218 (370)</td>
<td>230 (390)</td>
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<td>10.7</td>
<td>8.3/9.1</td>
<td>10.7/11.7</td>
<td>15.0/16.0</td>
<td>16.0/17.0</td>
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<td>11.0</td>
<td>8.2/8.9</td>
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<td>300 (550)</td>
<td>280 (528)</td>
<td>300 (550)</td>
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<td>280 (528)</td>
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<td>26 (8)</td>
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<td><strong>Dimensions (Height)</strong></td>
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<td>29.17/32</td>
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<td>29.17/32 49.7/32</td>
<td>32 1/8</td>
<td>29.17/32</td>
<td>49.7/32</td>
<td>32 1/8</td>
<td>29.17/32 49.7/32</td>
<td>32 1/8</td>
</tr>
<tr>
<td><strong>Weight (lb.)</strong></td>
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<td>750</td>
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<td>750</td>
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</tbody>
</table>
Halcyon I.A.Q. Systems control not only room temperature, but also improve indoor air quality.

The plasma air cleaner removes small dust particles and odors quickly.

Collects dirt such as... Absorbs odors such as...
- House dust
- Pet hair
- Cigarette smoke
- Mold spore
- Pet dander
- Kitchen garbage
- Dust
- Scent of cigarette
- Pet odor
- Sunscreen and body odor

Takes in dirty air

"Plasma air filter" mechanism
- Electric pole
- Ground conductor
- Electrostatic filter
- Collects the dust
- Odors absorbed by ozone
- plasma filter generates ions and ozone

Clean air

Dirty air

Results of Dust Reduction

Results of Odor Reduction

Easy maintenance
- One-touch detachable filter
- Plasma filter life (6 to 8 years)
- Wash after every 400 hours of service
- Wash after every 400 hours of service
- *When dirty, wash with mild-detergent

Performance same as new one after wash

Room is always clean even when many people are inside.

Indoor air is always clean by removing health-damaging materials such as dust, pet hair, etc.

You can also remove pollen and other allergy aggravating elements from the air.

You can keep the indoor air clean even when you’re not home by setting “24 hour timer operation.”

Compact body makes it possible to install above the window where installation of conventional models has been difficult.

NEW

Line of ceiling

Current Wall Mounted Type Model

High-powered airflow realized through advanced motor technology

12 SEER

High 1,400rpm

Fan speed

900 1000 1100 1200 1300 1400 (rpm)
### INDOOR AIR QUALITY SYSTEMS

<table>
<thead>
<tr>
<th></th>
<th>18CXQ</th>
<th>18RXQ</th>
<th>24CXQ</th>
<th>24RXQ</th>
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<tbody>
<tr>
<td>Nominal Cooling BTU/h</td>
<td>18,000/17,500</td>
<td>18,000/17,500</td>
<td>23,000/22,500</td>
<td>23,000/22,500</td>
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<tr>
<td>Nominal Heating BTU/h</td>
<td>—</td>
<td>18,500/18,000</td>
<td>—</td>
<td>24,000/23,500</td>
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<tr>
<td>HSPF BTU/W</td>
<td>—</td>
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<td>Moisture Removal Pt./h (I/h)</td>
<td>4.2 (2.0)</td>
<td>4.2 (2.0)</td>
<td>5.3 (2.5)</td>
<td>5.3 (2.5)</td>
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<tr>
<td>Voltage/Frequency/Phase</td>
<td>230/208/60/1</td>
<td>230/208/60/1</td>
<td>230/208/60/1</td>
<td>230/208/60/1</td>
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<tr>
<td>Recommended Fuse Size (A)</td>
<td>20</td>
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<td>20</td>
<td>20</td>
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<tr>
<td>Air Circ. C.F.M. (m³/h)</td>
<td>560 (950)</td>
<td>560 (950)</td>
<td>620 (1,050)</td>
<td>620 (1,050)</td>
</tr>
<tr>
<td>Medium</td>
<td>460 (780)</td>
<td>460 (780)</td>
<td>510 (870)</td>
<td>510 (870)</td>
</tr>
<tr>
<td>Low</td>
<td>380 (650)</td>
<td>380 (650)</td>
<td>460 (780)</td>
<td>460 (780)</td>
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<tr>
<td>Quiet</td>
<td>—</td>
<td>—</td>
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<td>—</td>
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<tr>
<td>Noise Level dB(A)</td>
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<td>Medium</td>
<td>41.0</td>
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<tr>
<td>Low</td>
<td>37.0</td>
<td>37.0</td>
<td>41.0</td>
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<tr>
<td>Quiet</td>
<td>—</td>
<td>—</td>
<td>—</td>
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</tr>
<tr>
<td>Indoor Fan Speed rpm : Hi</td>
<td>1,300</td>
<td>1,300</td>
<td>1,380</td>
<td>1,380</td>
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<tr>
<td>Medium</td>
<td>1,160</td>
<td>1,160</td>
<td>1,280</td>
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<tr>
<td>Low</td>
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<td>1,020</td>
<td>1,180</td>
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<tr>
<td>Quiet</td>
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<tr>
<td>Outdoor Fan Speed rpm</td>
<td>730</td>
<td>730</td>
<td>730</td>
<td>730</td>
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<tr>
<td>Outdoor Noise Level dB(A)</td>
<td>54.0</td>
<td>54.0</td>
<td>54.0</td>
<td>54.0</td>
</tr>
<tr>
<td>Current (A) : Cooling</td>
<td>7.3/7.9</td>
<td>7.3/7.9</td>
<td>9.2/10.0</td>
<td>9.2/10.0</td>
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<tr>
<td>Heating</td>
<td>—</td>
<td>7.6/8.3</td>
<td>—</td>
<td>9.9/10.4</td>
</tr>
<tr>
<td>Power Use (kw) : Cooling</td>
<td>1.65/1.62</td>
<td>1.65/1.62</td>
<td>2.09/2.05</td>
<td>2.09/2.05</td>
</tr>
<tr>
<td>Heating</td>
<td>—</td>
<td>1.7/1.67</td>
<td>—</td>
<td>2.24/2.13</td>
</tr>
<tr>
<td>Fan Speeds Stage</td>
<td>3 + Auto.</td>
<td>3 + Auto.</td>
<td>3 + Auto.</td>
<td>3 + Auto.</td>
</tr>
<tr>
<td>Air Direction : Horizontal</td>
<td>Automatic</td>
<td>Automatic</td>
<td>Automatic</td>
<td>Automatic</td>
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<tr>
<td>Vertical</td>
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<td>Automatic</td>
<td>Automatic</td>
<td>Automatic</td>
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<tr>
<td>Air Filter</td>
<td>Washable</td>
<td>Washable</td>
<td>Washable</td>
<td>Washable</td>
</tr>
<tr>
<td>Connection Method</td>
<td>Flare</td>
<td>Flare</td>
<td>Flare</td>
<td>Flare</td>
</tr>
<tr>
<td>Combined Max. Lgth Piping (m)</td>
<td>130 (40)</td>
<td>130 (40)</td>
<td>130 (40)</td>
<td>130 (40)</td>
</tr>
<tr>
<td>Max. Vertical Diff. (m)</td>
<td>50 (15)</td>
<td>50 (15)</td>
<td>50 (15)</td>
<td>50 (15)</td>
</tr>
<tr>
<td>Conn. Pipe Diameter inch</td>
<td>38 (17)</td>
<td>38 (17)</td>
<td>38 (17)</td>
<td>38 (17)</td>
</tr>
<tr>
<td>Net Weight lbs. (kg)</td>
<td>143 (64)</td>
<td>143 (65)</td>
<td>160 (73)</td>
<td>163 (74)</td>
</tr>
<tr>
<td>mm</td>
<td>270</td>
<td>270</td>
<td>270</td>
<td>270</td>
</tr>
<tr>
<td>Width inch</td>
<td>45-9/32</td>
<td>45-9/32</td>
<td>45-9/32</td>
<td>45-9/32</td>
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<tr>
<td>mm</td>
<td>1150</td>
<td>1150</td>
<td>1150</td>
<td>1150</td>
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<tr>
<td>Depth inch</td>
<td>11-1/4</td>
<td>11-1/4</td>
<td>11-1/4</td>
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</tr>
<tr>
<td>mm</td>
<td>285</td>
<td>285</td>
<td>285</td>
<td>285</td>
</tr>
</tbody>
</table>

Additional detail on page 19.
Dual-Zone Systems

With Fujitsu’s new line of multi-zone air conditioners and heat pumps you can now do more than you ever thought possible with a conventional A/C system.

Built in features like: Auto Swing Louver, power Diffuser and four fan speeds; help create true Zone Conditioning rather than single room cooling.

With this onboard computer it even knows when to turn on, when to change fan speeds and even when to turn itself off; all to optimize efficiency.

ADDITIONAL AND EXCEPTIONAL FEATURES

- **Removable & Washable Front Grilles**: Due to user friendly design in cosmetic engineering, the front grilles are removable without tools.

- **Independent Operation**: This “dual zone” system comes with two remotes, two independent circuits, and two separate compressors, allowing the user to control multiple zones simultaneously or individually.

DUAL-ZONE AIR CONDITIONING SYSTEMS 18CD, 24CD1
DUAL-ZONE HEAT PUMP SYSTEM 18RD

DUAL-ZONE APPLICATIONS

This illustration shows the flexibility of our “dual zone” system and the space savings gained by having only one condenser for two zones. Installation costs are reduced as well.

When two individual zones have separate functions or comfort requirements, a space saving way to fulfill those requirements is by using a “dual zone” system that has a single outdoor condensing unit.
### DUAL-ZONE SYSTEMS

<table>
<thead>
<tr>
<th>Indoor</th>
<th>18CD</th>
<th>18RD</th>
<th>24CD1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominal Cooling BTU/h</td>
<td>9,600/9,300</td>
<td>18,800/18,600</td>
<td>11,500/11,300</td>
</tr>
<tr>
<td>Nominal Heating BTU/h</td>
<td>—</td>
<td>—</td>
<td>23,000/22,600</td>
</tr>
<tr>
<td>HSPF BTU/hr</td>
<td>—</td>
<td>10.5</td>
<td>—</td>
</tr>
<tr>
<td>SEER</td>
<td>22 (1.0)</td>
<td>2.2 (1.0)</td>
<td>3.2 (1.5)</td>
</tr>
<tr>
<td>Moisture Removal Pt./h(I/h)</td>
<td>2.2 (1.0)</td>
<td>2.2 (1.0)</td>
<td>3.2 (1.5)</td>
</tr>
<tr>
<td>Voltage/Frequency/Phase</td>
<td>230/208/60/1</td>
<td>230/208/60/1</td>
<td>230/208/60/1</td>
</tr>
<tr>
<td>Recommended Fuse Size (A)</td>
<td>20</td>
<td>20</td>
<td>25</td>
</tr>
<tr>
<td>Air Circ. C.F.M. (m³/h)</td>
<td>300 (510)</td>
<td>300 (510)</td>
<td>300 (510)</td>
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<tr>
<td>Noise Level dBA</td>
<td>40.0</td>
<td>40.0</td>
<td>41.0</td>
</tr>
<tr>
<td>Indoor Fan Speed rpm</td>
<td>1,000</td>
<td>1,000</td>
<td>1,050</td>
</tr>
<tr>
<td>Outdoor Fan Speed rpm</td>
<td>735</td>
<td>735</td>
<td>735</td>
</tr>
<tr>
<td>Current (A)</td>
<td>6.8</td>
<td>10.5</td>
<td>10.8/12.0</td>
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<tr>
<td>Power Use (kw)</td>
<td>1.03/1.00</td>
<td>2.00/1.95</td>
<td>2.45/2.45</td>
</tr>
<tr>
<td>Fan Speeds Stage</td>
<td>4 + Auto.</td>
<td>4 + Auto.</td>
<td>4 + Auto.</td>
</tr>
<tr>
<td>Vertical</td>
<td>Automatic</td>
<td>Automatic</td>
<td>Automatic</td>
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<tr>
<td>Air Filter</td>
<td>Washable</td>
<td>Washable</td>
<td>Washable</td>
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<tr>
<td>Front Grille</td>
<td>Removable</td>
<td>Removable</td>
<td>Removable</td>
</tr>
<tr>
<td>Connection Method</td>
<td>F flare</td>
<td>F flare</td>
<td>F flare</td>
</tr>
<tr>
<td>Combined Max. Lgth, ft</td>
<td>49 (15) Each</td>
<td>49 (15) Each</td>
<td>49 (15) Each</td>
</tr>
<tr>
<td>Net Weight lbs. (kg)</td>
<td>22 (10)</td>
<td>143 (65)</td>
<td>146 (66)</td>
</tr>
<tr>
<td>Dimensions : Height in. (mm)</td>
<td>11 (280)</td>
<td>25-3/8 (643)</td>
<td>25-3/8 (643)</td>
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<tr>
<td>Width in. (mm)</td>
<td>32 (815)</td>
<td>32 (815)</td>
<td>32 (815)</td>
</tr>
<tr>
<td>Depth in. (mm)</td>
<td>7 (179)</td>
<td>7 (179)</td>
<td>7 (179)</td>
</tr>
</tbody>
</table>

Additional detail on page 19.
Tri-Zone System

By offering a large 3-ton “tri-zone” system, Fujitsu multi-zone products now encompass a myriad of possible applications for use in town-homes, strip malls, private offices, and other large or divided spaces. Independent circuits assure more specific controls for environments both large and small, with generous standard features.

**ADDITIONAL AND EXCEPTIONAL FEATURES**

- **Independent Operation**: This tri-zone system enables the user to modify three environmental zones independently or simultaneously.

- **Auto Louver Function**: By redirecting airflow automatically, cooling large areas efficiently is simplified. The two smaller units use a 7-stage up/down motion. The larger unit has a 4-way directional air sweep.

**TRI-ZONE AIR CONDITIONING SYSTEM 36CT**

**TRI-ZONE APPLICATIONS**

By strategically placing the three air handlers where air flow is maximized, a more extensive area may be cooled. You can also choose to cool only certain zones that are in use, thanks to independent controls. For the ultimate in quiet operation, and for energy conscious users, the tri-zone is the perfect solution.

<table>
<thead>
<tr>
<th>Nominal Cooling BTU/h</th>
<th>12,000/11,500</th>
<th>18,000/17,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit A/Unit B/Unit C</td>
<td>18,000/17,500</td>
<td>—</td>
</tr>
<tr>
<td>Nominal Heating BTU/h</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>HSPF BTU/hW</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>SEER</td>
<td>—</td>
<td>11.0</td>
</tr>
<tr>
<td>Moisture Removal Pts./h</td>
<td>3.4 (1.6)</td>
<td>4.26 (2.0)</td>
</tr>
<tr>
<td>Voltage/Frequency/Phase</td>
<td>230/208/60/1</td>
<td>230/208/60/1</td>
</tr>
<tr>
<td>Recommended Fuse Size (A)</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Air Circ. C.F.M. (in.): Hi</td>
<td>312 (530)</td>
<td>471 (800)</td>
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<tr>
<td></td>
<td>Medium</td>
<td>283 (480)</td>
</tr>
<tr>
<td></td>
<td>Low</td>
<td>260 (440)</td>
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<td></td>
<td>Quiet</td>
<td>230 (390)</td>
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<td>Noise Level dBA : Hi</td>
<td>42.0</td>
<td>43.0</td>
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<td></td>
<td>Medium</td>
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<td>Low</td>
<td>38.0</td>
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<tr>
<td></td>
<td>Quiet</td>
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<td>Indoor Fan Speed (rpm) : Hi</td>
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<td>1,150</td>
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<td></td>
<td>Medium</td>
<td>1,250</td>
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<tr>
<td></td>
<td>Low</td>
<td>1,150</td>
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<td>1,050</td>
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<td>Outdoor Fan Speed (rpm): Hi</td>
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<td>790</td>
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<tr>
<td></td>
<td>Outdoor Noise Level dBA</td>
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<td>Current (A) : Cooling</td>
<td>8.0/8.3</td>
<td>9.3/9.8</td>
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<td>Heating</td>
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<td>—</td>
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<tr>
<td>Power Use (kw) : Cooling</td>
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<td>2.14/2.06</td>
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<td>Heating</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Fan Speeds Stage</td>
<td>4 + Auto.</td>
<td>3 + Auto.</td>
</tr>
<tr>
<td>Air Direction : Horizontal</td>
<td>Manual</td>
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<tr>
<td>Vertical</td>
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<td>Air Filter</td>
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<tr>
<td>Front Grille</td>
<td>Removable</td>
<td>Removable</td>
</tr>
<tr>
<td>Connection Method</td>
<td>Flare</td>
<td>Flare</td>
</tr>
<tr>
<td>Combined Max. Lgth (ft)</td>
<td>49 (15) Each</td>
<td>65 (20) Each</td>
</tr>
<tr>
<td>Max. Vertical Diff. (ft)</td>
<td>26 (8) Each</td>
<td>26 (8) Each</td>
</tr>
<tr>
<td>Conn. Pipe Diameter (in)</td>
<td>Suc. 1/2 Dia.</td>
<td>Suc. 1/2 Dia.</td>
</tr>
<tr>
<td>Net Weight (lbs)</td>
<td>22 (10)</td>
<td>40 (18)</td>
</tr>
<tr>
<td>Dimensions :Height (in)</td>
<td>11</td>
<td>12-15/32</td>
</tr>
<tr>
<td>Width (in)</td>
<td>32-1/8</td>
<td>49-7/32</td>
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<tr>
<td>mm</td>
<td>815</td>
<td>1,250</td>
</tr>
<tr>
<td>Depth (in)</td>
<td>7</td>
<td>7-11/16</td>
</tr>
<tr>
<td>mm</td>
<td>179</td>
<td>195</td>
</tr>
</tbody>
</table>

Additional detail on page 19.
Universal / Ceiling Suspended Systems

Fujitsu has an attractive way to accommodate “difficult to cool” indoor areas with a slim line “universal” system that can be suspended from the ceiling, placed low on the wall or rested on the floor. For large areas, when floor and wall space is restricted, Fujitsu has a larger ceiling suspended system that can be “partially recessed”. All systems can access “fresh air”, and come with “energy saver mode” and “auto restart” functions (see features chart on page 19).

ADDITIONAL AND EXCEPTIONAL FEATURES

- **Unique 3 in 1 Flexibility:** The user has the option of installing our System 22U either on the floor, wall, or ceiling depending on the desired or necessary installation requirement.

- **Double Auto Louver:** All systems have horizontal and vertical automated air sweeps that are operable from the remote control. You can also choose varying degrees of air flow angles.

- **Sleep Function:** This feature automatically adjusts the temperature while you sleep to make you more comfortable.

- **Dry Mode:** This setting helps to control humidity levels when cooling may not be needed.

### UNIVERSAL SYSTEM 22U

### CEILING MOUNT SYSTEM 36CS

<table>
<thead>
<tr>
<th><strong>UNIVERSAL / CEILING</strong></th>
<th><strong>22U</strong></th>
<th><strong>36CS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominal Cooling (BTU/h)</td>
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<td>36,500</td>
</tr>
<tr>
<td>Nominal Heating (BTU/h)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>HSPF (BTU/kW)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>SEER</td>
<td>10.0</td>
<td>10.0</td>
</tr>
<tr>
<td>Moisture Removal (Pt./h)</td>
<td>5.3 (2.5)</td>
<td>8.7/8.5 (4.1/4.0)</td>
</tr>
<tr>
<td>Voltage/Frequency/Phase</td>
<td>230/208/60/1</td>
<td>230-208/60/1</td>
</tr>
<tr>
<td>Recommended Fuse Size (A)</td>
<td>20</td>
<td>30</td>
</tr>
<tr>
<td>Air Circ., c.f.m.</td>
<td>530 (900)</td>
<td>1,236 (2,100)</td>
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<tr>
<td>Indoor Fan Speed rpm</td>
<td>1,200</td>
<td>1,250</td>
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<tr>
<td>Outdoor Fan Speed rpm</td>
<td>760</td>
<td>790</td>
</tr>
<tr>
<td>Current (A)</td>
<td>9.6/10.4</td>
<td>18.5/19.5</td>
</tr>
<tr>
<td>Power Use (kw)</td>
<td>2.18/2.14</td>
<td>3.85/3.8</td>
</tr>
<tr>
<td>Fan Speeds Stage</td>
<td>3 + Auto.</td>
<td>3 + Auto.</td>
</tr>
<tr>
<td>Air Direction : Horizontal</td>
<td>Automatic</td>
<td>Automatic</td>
</tr>
<tr>
<td>Air Filter</td>
<td>Washable</td>
<td>Washable</td>
</tr>
<tr>
<td>Front Grille</td>
<td>Permanent</td>
<td>Permanent</td>
</tr>
<tr>
<td>Connection Method</td>
<td>Flare</td>
<td>Flare</td>
</tr>
<tr>
<td>Combined Max. Lgth (ft)</td>
<td>66/20</td>
<td>164 (50)</td>
</tr>
<tr>
<td>Max. Vertical Diff. (ft)</td>
<td>26/8</td>
<td>99 (30)</td>
</tr>
<tr>
<td>Conn. Pipe Diameter (inch)</td>
<td>Suc. 5/8 Dis. 3/8</td>
<td>Suc. 3/4 Dis. 3/8</td>
</tr>
<tr>
<td>Net Weight lbs (kg)</td>
<td>66 (30)</td>
<td>147 (68)</td>
</tr>
<tr>
<td>Dimensions : Height (inch)</td>
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</table>
Fujitsu has added to its line of ceiling cassette systems. The new ceiling 36RC and 42RC cassettes add a new dimension to the already sleek line of cassettes. Mounting flush with a suspended ceiling our 18RC and 24RC cassettes can recess above with a clearance of just 9-1/4 inches. The new slender fit feature offered on the 36RC and 42RC allows the cassette to be recessed in as little as 9-7/8 inches making them one of the slimmest cassettes available. Couple that with advanced design features like: fresh air intake, a built in condensate pump, available branch ducts and automatic change-over from cooling to heating. Now you have Fujitsu innovation and quality.

ADDITIONAL AND EXCEPTIONAL FEATURES

- **Condensate Pump:** Built in condensate pump allows for drainage from the unit up to 31-1/2” allowing condensate to then be drained by gravity to another point.

- **Branch Ducts:** These recessed ceiling systems come with 2 branch ducts providing cooling access to smaller rooms; such as bathrooms, closets, etc.

CEILING CASSETTE SYSTEMS
18RC, 24RC, 36RC, AND 42RC

SYSTEM APPLICATIONS

- **Wired Controller**
  - Weekly timer
  - Set on-off time twice a day
  - Set different on-off time by day
  - Set time in 5 minute intervals
  - Control up to 16 indoor units

- **Slender Fit, 36/42**
  - Cassette body can be moved downward into the room 1-3/8” to accommodate limited ceiling space.

- **Wide Air Flow**
  - Large louvers distribute the air flow further into the room. Auto swing louvers help circulate air more evenly at all levels.
Fujitsu provides knock-outs on all ceiling cassettes where contractors can:

- Install one or two optional field supplied 4” branch ducts to supply 25% or 50% of the cooling or heating capacity respectfully to an adjoining space up to 16 feet away.
Digital Wireless Remotes

**SMALL SYSTEM CONTROL 9 AND 12**
- Timer
- Sleep Timer
- Fan Control
- Temp./Time Set
- Start/Stop
- Master Control
- Air Flow Direction
- Swing Louver

**I.A.Q. REMOTE CONTROL**
(18CXQ, 18RXQ, 24CXQ, 24RXQ)
- Timer
- Air Clean
- Fan Control
- Temp./Time Set
- Master Control
- Air Flow Direction
- Start/Stop
- Swing Louver

**LARGE NON-I.A.Q. SYSTEMS CONTROL 18 AND LARGER**
- Timer
- Sleep Timer
- Fan Control
- Temp./Time Set
- Master Control
- Start/Stop
- Air Flow Direction
- ACL
- Test Run
- Time Adjustment
- Energy Save
- Battery
## Model Feature Chart

| Feature                        | 9C1  | 9R1A | 12C1  | 12R1A  | 18C1  | 18R1A  | 18CQX | 18RXQ | 24C1  | 24R1A  | 24CQX | 24RXQ | 30C1  | 36C1  | 22U  | 36CS  | 24CD1 | 18CD  | 18RC  | 24RC  | 36RC  | 342C  |
|-------------------------------|------|------|-------|--------|-------|--------|-------|-------|-------|--------|-------|-------|-------|-------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 12 SEER                       |      |      |       |        |       |        |       |       |       |        |       |       |       |       |      |       |       |       |       |       |       |       |       |       |       |
| Plasma Filter                 |      |      |       |        |       |        |       |       |       |        |       |       |       |       |      |       |       |       |       |       |       |       |       |       |       |
| Sleep Timer                   | ✓    | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      |
| 24 HR. Timer                  | ✓    | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      |
| Weekly Timer                  |      |      |       |        |       |        |       |       |       |        |       |       |       |       |      |       |       |       |       |       |       |       |       |       |       |
| Dry Mode                      | ✓    | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      |
| Auto/Louver Up/Down           | ✓    | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      |
| Auto Louver 4 Way             |      |      |       |        |       |        |       |       |       |        |       |       |       |       |      |       |       |       |       |       |       |       |       |       |       |
| Energy Saver                  |      |      |       |        |       |        |       |       |       |        |       |       |       |       |      |       |       |       |       |       |       |       |       |       |       |
| Quiet Mode                    |      |      |       |        |       |        |       |       |       |        |       |       |       |       |      |       |       |       |       |       |       |       |       |       |       |
| Power Diffuser                | ✓    | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      |
| Super Vane                    |      |      |       |        |       |        |       |       |       |        |       |       |       |       |      |       |       |       |       |       |       |       |       |       |       |
| Auto Restart                  | ✓    | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      |
| Auto Reset                    |      |      |       |        |       |        |       |       |       |        |       |       |       |       |      |       |       |       |       |       |       |       |       |       |       |
| Auto Changeover               |      |      |       |        |       |        |       |       |       |        |       |       |       |       |      |       |       |       |       |       |       |       |       |       |       |
| Low Ambient                   | ✓    | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓    | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      | ✓      |
| Cold Prevention               |      |      |       |        |       |        |       |       |       |        |       |       |       |       |      |       |       |       |       |       |       |       |       |       |       |
| Slender Fit                   |      |      |       |        |       |        |       |       |       |        |       |       |       |       |      |       |       |       |       |       |       |       |       |       |       |

### Accessories and Recommendations

**Supplemental Air Filter:** Three stage air filter includes Activated charcoal filter which helps to remove odors, an Electrostatic type filter removes more particulate dust, and a Pleated filter to remove extra fine particles. Available for all wall mount systems.

**Condensate Pumps:** Fujitsu condensate pump is available for System 36CS. All other models can be fitted with a Micro-pump, field supplied.

**Low Ambient Operation:** All Fujitsu systems are capable of operating in ambient conditions down to 32°F. If operation below 32°F is required a field installed low ambient control must be installed, field supplied.

For more information, contact your local representative or distributor; or contact Fujitsu General America, Inc.

### Complete System Warranty

- **1 Year – Parts**
- **5 Years – Compressor**

**NOTE:** Condensing units come pre-charged from factory. Additional refrigerant may be required, be sure to check installation manual for more details.

- Cooling capacity is based on the following conditions:
  - Indoor temperature: 80°F DB/67°F WB (26.7°C DB/19.4°C WB)
  - Outdoor temperature: 95°F DB/75°F WB (35°C DB/23.9°C WB)

- Heating capacity is based on the following conditions:
  - Indoor temperature: 70°F DB (21.1°C DB)
  - Outdoor temperature: 47°F DB/43°F WB (8.3°C DB/6.1°C WB)

- Specifications and design are subject to change without notice for further improvement.

### BTU Rating and Square Footage

<table>
<thead>
<tr>
<th>BTU Rating</th>
<th>Square Footage</th>
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<tbody>
<tr>
<td>9,000 - 12,000</td>
<td>350 - 675</td>
</tr>
<tr>
<td>18,000 - 24,000</td>
<td>700 - 1,350</td>
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<tr>
<td>30,000</td>
<td>1,200 - 1,700</td>
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<tr>
<td>36,000 - 42,000</td>
<td>1,500 - 2,375</td>
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</tbody>
</table>

Estimated square footages may be more, or less depending upon ceiling height, insulation, building materials, climate zones, and other factors affecting “heat loads” such as appliances, window area, and electronics. Figures used in this catalog supercede all other previous references.

Consult your engineer or HVAC professional.

### MEA #’s

- “C” Series: 173-95-E IV
- “R” Series: 108-96-E II

- ISO 9002
- ISO 14001

---

364
For 30 years we’ve been working hard to make the world a more comfortable place.

We’ve produced and shipped millions of air conditioning systems all over the world to make the hottest places cool and the coolest places comfortable.

Engineering Solutions
Halcyon goes where ducts can’t.

Architectural Freedom
Open, airy designs not a problem with Halcyon ductless mini-splits.

Cost Savings
Ease of installation saves time and money.

Floor level heating
When required, the power diffuser automatically opens, concentrating airflow down to the floor level.

Large, wide airflow
Large louvers distribute airflow further into the room. Auto-Swing movement helps circulate air more evenly at all levels.

Fujitsu General America, Inc.
353 Route 46 W., Fairfield, NJ 07004
Tel. (973) 575-0380 Fax. (973) 836-0429
E-Mail Address: hvac@fujitsugeneral.com
www.fujitsugeneral.com

Distributed by:

A subsidiary of
Fujitsu General Limited
EXHIBIT C
QUIET... THERE’S A GENIUS AT WORK

Thanks to LG’s brilliant LoDecibel™ Operation, you can look forward to a dishwasher that’s among the quietest in its class. The 48dB rating might not mean much to you, but to your ears it’s pure nirvana. Since it has fewer moving parts, LG’s exclusive Inverter DirectDrive motor ensures “tip-toe” quiet load after load... along with utmost operating efficiency. No surprise, our motor is backed with a 10-Year Limited Warranty. And that’s something to shout about!

SPECIFICATIONS
- 14 Place Settings
- 5 Cycles
- NeveRust™ Stainless Steel Tub
- Self-Cleaning Filtration System
- BPA-Free Nylon Coated Tines

INNOVATIONS
- EasyRack™ Plus with Fully Adjustable Color-coded Tines
- One-touch Height Adjustable Upper Rack
- 48 dB LoDecibel™ Quiet Operation
- Slim DirectDrive Motor
- Safety Water Overflow Detector
- 19-Hour Delay Start
- LoDecibel™ Quiet Operation
- SenseClean™ Wash System
- Upper Only Wash Mode
- NSF-Certified Sanitary Rinse
- Hybrid Condensing Drying System

STYLISH DESIGN
- Semi-Integrated SmoothTouch™ Controls
- Time-Remaining LED Display

EasyRack™ Plus
The newly-enhanced EasyRack™ Plus system provides outstanding flexibility and convenience, adjusting to just about any load of dishes to insure optimal cleaning performance. Convenient innovations include adjustable tines, flip-up stemware racks, and unique utensil basket. Easy to adjust on-the-fly, this racking system can shift to handle any challenge your dishes can serve up.

10-Year Limited Warranty on Inverter Direct Drive Motor
When you buy a dishwasher, you want something reliable that you can count on. Because the Direct Drive Motor uses fewer moving parts and operates more efficiently, LG confidently backs the motor with a 10-year limited warranty.

LoDecibel™ Operation
LG’s technological advances, like the Inverter DirectDrive motor and the advanced self-cleaning filtration system, were designed with quiet in mind. At 48dB, this dishwasher is among the quietest dishwashers in its class.
Semi-Integrated Dishwasher w/ Flexible EasyRack™ Plus System

LDS5540_

CAPACITY
Total Place Settings 14
Upper Rack Dish Height Limit 12”
Lower Rack Dish Height Limit 14”

RACKS AND BASKETS
Cutlery Baskets 3-in-1 Detachable Baskets
Stemware Holders •
Racks and Tines Nylon Coated with Rounded Tips
EasyRack™ Plus System •
Upper Rack Color-Coded Foldable Tines •
Lower Rack Color-Coded Foldable Tines •
Height Adjustable Upper Rack •

STYLE AND DESIGN
Electronic Controls Semi-Integrated SmoothTouch™ Controls with LED Display
Time Remaining Indicator •
Rinse-Aid Indicator •
Tub Material NeveRust™ Stainless Steel
Available Colors White (WW), Black (BB), Stainless Steel (ST)

FEATURES
LoDecibel™ Quiet Operation •
Slim Direct Drive Motor •
Overflow Detector •
120°F Inlet Water Capability •
Self-Cleaning Filtration System •
Delay Start Up To 19 Hours
Child Lock •

PERFORMANCE
Number of Wash Cycles 5
Wash Cycles Power Scrub, Normal, Delicate, Quick, Upper Only
SenseClean™ Wash System •
Sanitary Rinse Cycle •
Extra Rinse Option •
Multi-Level Water Direction 5
Hybrid Condensing Drying System •
Noise Level 48 dB

POWER SOURCE/RATING
Ratings/Requirements/Type UL Listed/120 V, 12 Amps/60 Hz
Circuit Breaker Size 15 Amps

DIMENSIONS
Unit Dimensions (WxHxD) 23 3/4” x 33 1/2” x 24 5/8”
Required Clearances (WxHxD) 24” x 24” x 33 1/2”
Carton Dimensions (WxHxD) 27 1/5” x 35 1/10” x 29 3/5”
Weight (Unit/Carton) 90.8 lbs / 97 lbs

LIMITED WARRANTY
1 Year Labor, 2 Year Parts,
5 Years on Control Board and Rack Parts, 10 Years Direct Drive Motor
Lifetime on the Stainless Steel Tub and Door Liner

UPC CODES
LDS5540WW (Smooth White) 048231 013079
LDS5540BB (Smooth Black) 048231 013086
LDS5540ST (Stainless Steel) 048231 013062

LG Electronics U.S.A., Inc.
1000 Sylvan Avenue Englewood Cliffs, NJ 07632
Customer Service and Technical Support: (800) 243-0000
LG.com
Design, features and specifications are subject to change without notice.
Non-metric weights and measurements are approximate.
© 2016 LG Electronics USA, Inc. All rights reserved. “LG Life’s Good” is a registered trademark of LG Corp. All other product and brand names are trademarks or registered trademarks of their respective companies. 5/24/16
Rheem makes 6 central air conditioners with efficiency from 15.5 to 20.5 SEER. It's one of the first brands to stop making inefficient 13 and 14 SEER models.

Rheem air conditioner cost is $4,995 to $9,695 for installed ACs. Cost factors include...
**Note:** If you’re just beginning your research into central air conditioners, then our Central AC Prices Guide is the best place to start. It has in-depth information about AC performance, size, efficiency and how these factors allow you to choose the right AC for your climate and indoor comfort preferences.

This Rheem central air conditioner review provides comprehensive research on all Rheem models – their efficiency, performance and cost. It will give you details needed to decide which Rheem model is your best choice – or whether Rheem is the right brand for you.

We’ve completed full reviews of major AC brands Bryant, Carrier, American Standard, Trane, Goodman, Lennox, York and others that allow for quick comparison.

### Content Navigation [hide]

- About Rheem – Is Rheem the Same as Ruud?
- Rheem ACs – What’s Available?
- Rheem Air Conditioner Pros & Cons
  - Pros – Unique Features
  - Cons – Problems with Rheem ACs
- 2020 Rheem Air Conditioner Prices by Model
- 2020 Rheem Air Conditioner Cost by Size
- Rheem Warranties
- Who Installs Rheem?
- Find a Quality Installer – We Can Help
- 2019-2020 Submitted Prices and Reviews
- How to Get the Best Rheem AC Prices?

### About Rheem – Is Rheem the Same as Ruud?

Rheem is one of America’s best-selling brands. It makes a full line of HVAC equipment plus water heaters and more.
Did you know? The HVAC/central AC industry has consolidated like all others. While there are 30+ brands, they are owned by less than 10 manufacturers. For the most part, those manufacturers make just one lineup of ACs but still sell them under multiple brand names such as Ingersoll-Rand brands Trane and American Standard or UTC brands Carrier and Bryant.

Rheem ACs – What’s Available?

This overview table shows the 6 air conditioner models and a few key details.

<table>
<thead>
<tr>
<th>Model</th>
<th>SEER</th>
<th>Compressor</th>
<th>Thermostat</th>
<th>Decibels</th>
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<td>20.5</td>
<td>Variable-speed</td>
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<td>2-stage</td>
<td>EcoNet</td>
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<td>Any</td>
<td>72-77</td>
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<td>Single-stage</td>
<td>Any</td>
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<td>Any</td>
<td>73-77</td>
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<tr>
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<td>15.5</td>
<td>Single-stage</td>
<td>Any</td>
<td>73-79</td>
</tr>
</tbody>
</table>

As you can see, you have a full-range of options: Single-stage, two-stage, variable capacity.

A few top Rheem AC models stand out.

The Rheem RA17 is made in two versions. The Classic Plus RA17 is communicating – meaning that instead of simply being controlled by the thermostat, the unit sends data back to the thermostat – communicates with the thermostat – to determine which stage to run on, low (67% of capacity) or high (100%), and when the cycle should end.

There’s more on communicating technology below under Comfort Control and.
The **RA**14 and **RA14** are identical single-stage models with one difference. The RA**14** is available in 1.5 to 3.5 ton units, or 18K to 42K BTUs, not larger sizes up to 5 tons/60,000 BTUs like the RA14. Sound levels are 73-75 decibels.

Also, the RA**14** is meets efficiency requirements for the Southwest region of the US. The larger sizes of the RA14 do not.

**Rheem Air Conditioner Pros & Cons**

What sets Rheem apart, if anything, from major competitors like Trane, Carrier and Lennox?

**Pros – Unique Features**

*Improved quality and higher efficiencies are the two changes to Rheem in the last 5 years that are most impressive.*

Rheem was rated in the lower half of brands for quality for some time. But a re-invigoration of R&D – plus using better third-party parts – has **improved overall durability and reliability**.

For example, the variable speed Copeland Scroll compressor is used on the RA20. Both versions of the RA17 feature the 2-stage Copeland Scroll UltraTech, which is considered right at the top of the chart for quality along with the Trane/American Standard ClimaTuff compressor.
The Copeland Scroll Variable Speed compressor has been available since about 2016, so long-term reliability isn’t known. So far, so good, as they say.

Copeland is a division of Emerson Climate Technologies, one of the largest manufacturers of HVAC parts and equipment in the world.

The **improvement in efficiency** has occurred recently too. Apart from a few really efficient ACs from Lennox and Daikin/Amana, Rheem’s RA20 at 20.5 SEER rates alongside the most efficient from Carrier, Heil and Armstrong Air.

*Here are four ways to look at Rheem advantages and what is offered.*

**Energy Management**

Like all major brands but Goodman (at this writing), Rheem offers three performance levels – single-stage, two-stage and variable capacity.

Cost rises with each upgrade in performance, but **efficiency** and the ability of the system to dehumidify the air in summer **increases too.**

It’s important to match the performance with your climate. A single-stage unit is fine for regions with cool summers. But where your AC gets a real workout, then having a more efficient model with better performance controls energy use and makes indoor climate more comfortable.

The variable speed RA20 is most efficient because the compressor operates like a vehicle’s cruise control. If you want to maintain a speed of 70mph, set the cruise control there. The engine will work harder while going uphill and work easier when going downhill to maintain that speed. It’s an inverter-driven compressor similar to **those used in mini split systems.**

Variable speed compressors modulate in small increments between about 30% and 100% capacity. They run at the lowest capacity needed to maintain the indoor
Cycles are longer – almost continuous on the hottest days. This strategy is more efficient than running at 100% capacity (single-stage unit) and then shutting off – on/off, on/off – or at running at low speed and then kicking into high speed and then back again (two-stage).

As with efficiency, temperature and humidity control improve with better compressor performance.

**Comfort Management**

The thermostat is at the heart of comfort management. They control what stage variable speed and two-stage units run on.

The RA20 with its variable capacity compressor keeps temperatures more precisely balanced and removes more humidity with its long cooling cycles than either two-stage or single-stage models.

If you live where summers are moderate, then a single-stage model might be sufficient to keep you comfortable. It will cost less too.

In warm climates, consider a two-stage model. In the hottest, a variable speed AC might be worth the money.

*Now to thermostats.*

The Rheem **EcoNet thermostat** with WiFi and communicating technology can be used with the RA20 variable speed and RA17 two-stage models.

**There are two versions.** The EcoNet Smart Thermostat works with Alexa, has a 4.3” LCD touchscreen and a motion sensor – so, like the NEST thermostat, its display lights up when you approach.

It’s also available as an EcoNet Control Center that controls both HVAC and a Rheem water heater.
Before you choose the EcoNet thermostat and the communicating option, consider reading our FAQ Guide to Communicating vs Non-communicating technology. You’ll pay more for a communicating system – and with it might come more headaches, not just improved efficiency and climate control.

We recommend reading the Comments at the bottom of the page to get communicating AC technology pros and cons from homeowners like you.

**Humidity Management**

If your climate is really humid – the SE or South – then humidity management is important.

The long, low cycles of a variable speed AC move air more consistently over the indoor coil. There, moisture from the air condenses and is drained away. This makes the air drier and more comfortable.

A 2-stage model running on low most of the time does the same thing, though not as effectively, but at lower cost for the equipment.

We don’t recommend a single-stage AC for a humid environment. You’ll have to turn down the thermostat to 68-72 to remove as much humidity as you would at 74 with a two-stage model and 76 with a variable speed AC. Your energy costs will be much higher than necessary.

**Sound Management**

The modulating Copeland Scroll compressor in the RA20 is one of the quietest in the industry, running as quietly as 54db much of the time. That’s the value of variable capacity or modulating performance – the compressors run at a very low speeds – and lower noise levels too.

Rheem uses similar features as other brands to limit noise – a composite (non-metal) base pan quiets vibration noise, a fan orifice designed to reduce noise while optimizing airflow and compressor sound covers, aka blankets, to dampen noise.
A few years ago, the poor-performing Rheem 13 SEER and 14 SEER ACs were the biggest “con” with this brand. They’re gone, replaced by better quality and efficiency.

The RA20 is fairly new – so is its compressor, the Copeland Scroll Variable Speed compressor. Copeland is a proven brand – but this compressor hasn’t been in use nearly as long as the variable speed compressors from Trane/American Standard and Carrier/Bryant. If you’re committed to a variable speed AC, consider those brands first. For 2-stage performance, the Rheem RA17 is an excellent choice.

The biggest concern now is having an unqualified installer do the installation. There’s more information below under Who Installs Rheem?

### 2020 Rheem Air Conditioner Prices by Model

Here are the cost ranges for the 6 Rheem AC models. Keep in mind that the RA**14 is available in models from 1.5 tons (18K BTUs) to 3.5 tons (42K BTUs). The others start at 1.5 or 2.0 tons and range to 5.0 tons.

We've produced these tables for most other brands including American Standard, Goodman, York and Bryant. They allow you to compare models, specifications and cost head to head.

The System Only column is equipment cost – condensing unit, indoor coil, refrigerant line set and thermostat.

The **Installed Cost** includes labor costs, supplies needed, installer overhead costs and profit.

<table>
<thead>
<tr>
<th>Model</th>
<th>System Only</th>
<th>System Installed</th>
</tr>
</thead>
<tbody>
<tr>
<td>RA20</td>
<td>$4,750 - $7,170</td>
<td>$6,200 - $10,080</td>
</tr>
<tr>
<td>RA17</td>
<td>$4,510 - $6,560</td>
<td>$5,950 - $9,240</td>
</tr>
<tr>
<td>RA17</td>
<td>$4,210 - $6,280</td>
<td>$5,680 - $9,160</td>
</tr>
<tr>
<td>RA16</td>
<td>$4,080 - $6,100</td>
<td>$5,430 - $8,780</td>
</tr>
</tbody>
</table>
## 2020 Rheem Air Conditioner Cost by Size

The chart shows the mid-range costs for Rheem ACs – somewhere between the Rheem RA17 two-stage, non-communicating model and the 16 SEER RA16.

<table>
<thead>
<tr>
<th>AC Unit Size</th>
<th>Home Size</th>
<th>System Only</th>
<th>System Installed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5 ton</td>
<td>600-1000 sf</td>
<td>$4,130</td>
<td>$6,510</td>
</tr>
<tr>
<td>2.0 ton</td>
<td>1001 - 1300 sf</td>
<td>$4,380</td>
<td>$6,690</td>
</tr>
<tr>
<td>2.5 ton</td>
<td>1301 - 1600 sf</td>
<td>$4,680</td>
<td>$7,310</td>
</tr>
<tr>
<td>3 ton</td>
<td>1601 - 1900 sf</td>
<td>$5,000</td>
<td>$7,520</td>
</tr>
<tr>
<td>3.5 ton</td>
<td>1901 - 2200 sf</td>
<td>$5,510</td>
<td>$7,950</td>
</tr>
<tr>
<td>4.0 ton</td>
<td>2201 - 2600 sf</td>
<td>$5,640</td>
<td>$8,120</td>
</tr>
<tr>
<td>5.0 ton</td>
<td>2601 - 3200 sf</td>
<td>$6,230</td>
<td>$8,430</td>
</tr>
</tbody>
</table>

Speaking of size, sizes in the chart are approximate only.

Getting the right size AC is vital to energy efficiency, performance and durability. When you get Rheem air conditioner cost estimates, talk to the dealers about *doing a load calculation* such as a Manual J.

A load calculation takes 15+ factors into account such as your climate, home size, home layout, insulation, windows and doors, etc.

It’s the best way to know what size air conditioner is right for your home.

## Rheem Warranties
the first decade, Rheem will replace the entire condensing unit, not just the compressor.

This change reflects increased competition with brands like Goodman and Heil that also offer unit replacement warranties on the compressor. Goodman offers a Lifetime compressor warranty on top models.

Rheem backs all units with a 10-year general parts. That’s average for the industry – the same as Carrier, Bryant, Heil, Armstrong and most Lennox models.

**Who Installs Rheem?**

Any air conditioning and heating company can be a Rheem dealer. No particular certifications, other than a basic HVAC license, is required.

Is that a good thing?

If the dealer is NATE-certified, it might be fine. NATE is the North American Technician Excellence certification that is highly respected throughout the industry. It carries more weight than being certified by a brand.

Your other option for Rheem installation is to choose a Rheem Pro Partner. According to Rheem, these installers are “elite contractors” dedicated to excellence in installing Rheem equipment.” About 20-40% of the companies that install Rheem are Pro Partners. For example, in the Atlanta area, 20 of 58 AC companies that install Rheem are Pro Partners.

Many of them are NATE-certified too.

**Find a Quality Installer – We Can Help**

Correct installation is vital to the proper functioning and durability of a central air conditioner.

Most of the professionals that use our Free Local Quotes service are NATE-certified Rheem Pro Partners. These companies are pre-screened for experience, quality, and reliability.
There's no obligation or cost to use the service. Filling out a short form or making a quick call is all it takes. And you can get your questions answered by the pros that contact you.

We recommend you check out the online reviews of the installers that provide you with free, written estimates. Ask about certification.

This approach is the best way to ensure your Rheem – or any brand – air conditioner is installed properly to give you 15-20+ years of reliable service.

2019-2020 Submitted Prices and Reviews

We will not edit any words from submitted feedback information. We will update this table every 3-6 months and you may not see your submitted review immediately.

<table>
<thead>
<tr>
<th>Brand &amp; Model &amp; Size</th>
<th>Price</th>
<th>Home Location</th>
<th>Home Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rheem RA14</td>
<td>$13,692</td>
<td>Gaithersburg, MD</td>
<td>2400 sq ft</td>
</tr>
<tr>
<td>This estimate was for a 2 zone system. 3 Ton and 2 Ton respectively.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rheem RA14 16 seer single stage gas furnace TL92</td>
<td>$16,791 (Include Ductwork)</td>
<td>San bernadino, ca</td>
<td>2 bedroom single family home</td>
</tr>
<tr>
<td>Home depot charge 9,387.00 dollars for the split unit and to install they subbed out Rightime to install it. They charged 7,404.00. They took advantage of an old lady 5000 to much on the unit and 5000 to much on installation they ripped her off by 10,000 dollars don't you think</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rheem RA1448AJ</td>
<td>$14,000</td>
<td>El Dorado Hills, CA</td>
<td>2520 sq ft</td>
</tr>
<tr>
<td>Replace outside AC and attic gas furnace. Includes moving Outdoor AC 15 feet (attic run for electrical and set) - new pad. Reseal ducts and 16 MERV charcoal filter with ionizer. Permits...</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rheem RA1342AJINA</td>
<td>$2,900</td>
<td>Chicago, IL</td>
<td>1800 sq ft</td>
</tr>
<tr>
<td>Rheem makes outstanding products and this is just one of them. I got it to replace an old one I had that broke down a few times and just couldn't get its old form back. The utility bill has since gone down and I haven't had any issues with repairs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rheem RGEA16</td>
<td>$3,800</td>
<td>Rio Rancho</td>
<td>1850 sq ft</td>
</tr>
<tr>
<td>Works great, better than one I had before. It couldn't cool the house properly and after a few expensive repairs, I decided it's time I replaced it. I've had the unit for almost a year now and I like it, you can't go wrong with Rheem.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Firstly, keep in mind that installation quality is always the most important thing for air conditioner project. So never sacrifice contractor quality for lower price.

Secondly, remember to look up the rebates.

Thirdly, ask for at least 3 bids before you make the decision. You can click here to get 3 free estimates for your local contractor, and this estimate already takes rebates and tax credit into consideration and filter unqualified contractors automatically.

At last, once you chose the right contractor, remember to use the tactics from this guide: homeowners tactics when negotiating with HVAC dealer to get the final best price.

Feel free to ask any question by leaving a comment, we will answer any question with actionable tips.

Other Related Articles:

Rheem Central Air Conditioner Prices and Installtion Cost
Share Your HVAC Quote/Cost

We rely on readers like you to share your HVAC system cost or quote. It really helps other visitors to estimate the cost of a new HVAC unit.

Name
Optional

Email
Optional

Home Size *

AC Brands and Model *

ie: Tranx XR13, Lennox xp15

City and State

Total Cost With Installation *

Include Ductwork Replacement? *

○ Yes
○ No

More Details About Your HVAC Project *


EXHIBIT E
<table>
<thead>
<tr>
<th>Environmental Noise</th>
<th>dBA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jet engine at 100’</td>
<td>140</td>
</tr>
<tr>
<td><strong>Pain Begins</strong></td>
<td></td>
</tr>
<tr>
<td>Pneumatic chipper at ear</td>
<td>120</td>
</tr>
<tr>
<td>Chain saw at 3’</td>
<td>110</td>
</tr>
<tr>
<td>Power mower</td>
<td>107</td>
</tr>
<tr>
<td>Subway train at 200’</td>
<td>95</td>
</tr>
<tr>
<td>Walkman on 5/10</td>
<td>94</td>
</tr>
<tr>
<td><em>Level at which sustained exposure may result in hearing loss</em></td>
<td>80-90</td>
</tr>
<tr>
<td>City Traffic</td>
<td>85</td>
</tr>
<tr>
<td>Telephone dial tone</td>
<td>80</td>
</tr>
<tr>
<td>Chamber music, in a small auditorium</td>
<td>75-85</td>
</tr>
<tr>
<td>Vacuum cleaner</td>
<td>75</td>
</tr>
<tr>
<td>Normal conversation</td>
<td>60-70</td>
</tr>
<tr>
<td>Business Office</td>
<td>60-65</td>
</tr>
<tr>
<td>Household refrigerator</td>
<td>55</td>
</tr>
<tr>
<td>Suburban area at night</td>
<td>40</td>
</tr>
<tr>
<td>Whisper</td>
<td>25</td>
</tr>
<tr>
<td>Quiet natural area with no wind</td>
<td>20</td>
</tr>
<tr>
<td>Threshold of hearing</td>
<td>0</td>
</tr>
</tbody>
</table>
EXHIBIT F
GENERAL NOTES:
1. SEE SHEET A-000.1 FOR STRUCTURAL NOTES AND FRAMING LEGENDS.
2. MECHANICAL SYSTEM DESIGN BY CONTRACTOR
3. ELECTRICAL SYSTEMS DESIGN BY CONTRACTOR
4. SOLID WOOD BLOCKING (2) 2X4 OR (2) 2X6 FOR LOAD BEARING OF STRUCTURAL MEMBERS.

10'-11" CMU/COLUMN PIER HEIGHT TO BE COORDINATED WITH OWNERS FINAL GRADE ELEVATIONS MIN. 8" ABOVE GRADE TYP. ALL LOCATIONS.

8" CMU WALL W (2) 4X4 CORBLES @ 30" O.C. HORIZ. IN CORES GROUTED SOLID W (2) 4X2 HT. REINF. @ 1/2" O.C. VERT.

15' - 3" (V.I.F.)
HOLD

EXISTING 33' - 10" (V.I.F.)
EXISTING 20' - 0" (V.I.F.)
COMPOSITE SIDING ON 1" R-5.0 RIGID BD. INSUL. ON 1/2" EXT GRADE PLYWD SHEATHING ON 2X FRAMING @ 16" O.C.

6" CONC. SLAB ON 8 MIL VAPOR BARRIER ON MIN. 4" COMP. GRANULAR FILL

1/2" GYP BD. TREATED 2X6 SILL PLATE ON ISOLATION MEMBRANE W/ 1/2" ANCHOR BOLTS

1/3" EXT GRADE PLYWOOD SHEATHING ON 2X FRAMING @ 16" O.C.

5 1/2" R-21 KRAFT FACED BATT INSUL. 1/2" EXP FILLER W/POURABLE SEALANT

12" T CONC. SPREAD FOOT ON 5 1/2" KRAFT FACED BATT INSULATION WITH VISQUEEN VAPOR BARRIER OVER FACE OF STUDS.