

MASTER DEED

PENINSULA OF LAKE ORION CONDOMINIUM

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

This Master Deed is made and executed this ____ day of January, 2024 by PENINSULA OF LAKE ORION LLC, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 3005 University Drive, Auburn Hills, Michigan 48326.

WITNESSETH:

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

NOW, THEREFORE, upon the recording hereof, Developer establishes Peninsula of Lake Orion Condominium as a condominium under the Condominium Act of Michigan, as amended, and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators, and assigns.

ARTICLE I.
TITLE AND NATURE

The Condominium shall be known as Peninsula of Lake Orion Condominium, Oakland County Condominium Subdivision Plan No. _____. The number, boundaries, and dimensions of each Site in the Condominium are set forth in the Condominium Subdivision Plan attached as **Exhibit B** hereto. Each Site is capable of individual use, having its own access to a public road directly or by means of the Common Element of the Condominium. Each Owner in the Condominium shall have an exclusive right to the Site owned and shall have undivided and inseparable rights to share with other Owners the Common Element of the Condominium as designated by the Master Deed. Owners shall have voting rights in Peninsula of Lake Orion

Condominium Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association.

ARTICLE II.
LEGAL DESCRIPTION

The land that comprises the Condominium established by this Master Deed in the Village of Lake Orion, Oakland County, Michigan, and described as follows:

LOT 21 OF AMENDED PLAT FOR LOTS 6, AND 9 THRU 19 OF "DARLING'S RE-SUBDIVISION OF PART OF ANDREW'S ADDITION TO THE VILLAGE OF ORION", ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 296 OF PLATS, PAGES 25, 26 AND 27 OF OAKLAND COUNTY RECORDS.

PARCEL IDENTIFICATION NUMBER: 09-02-458-015

ARTICLE III.
DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Bylaws of Peninsula of Lake Orion Condominium Association are defined as follows:

(a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) "Association" means the Michigan nonprofit corporation, Peninsula of Lake Orion Condominium Association, of which all Owners shall be members, which Association shall administer, operate, manage, and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "Bylaws" means **Exhibit A** hereto, which are the Bylaws required for the Condominium and also the Bylaws required for the Association.

(d) "Common Element" means the portions of the Condominium other than the Condominium Sites.

(e) "Condominium" means Peninsula of Lake Orion Condominium, a condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements, and structures thereon, and all easements, rights, and appurtenances belonging to the Condominium.

(f) "Condominium Documents," wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(g) "Condominium Unit", "Site" or "Unit" means the area of land located within the boundaries of each Unit and the airspace located immediately above thereof, all of which is intended for separate ownership and use in the Condominium as described on **Exhibit B** hereto and all structures and improvements within such space.

(h) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as **Exhibit B**. The Plan assigns a number to each Condominium Site and includes a description of the nature, location, and area of the Common Element.

(i) "Co-owner" or "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. The terms Co-owner and Owner include land contract vendees and land contract vendors of Units. Developer is an Owner as long as Developer owns one or more Units.

(j) "Developer" means Peninsula of Lake Orion LLC, a Michigan limited liability company, its successors or assigns. 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.

(k) "General Common Element" means the Common Element other than the Limited Common Element.

(l) "Limited Common Element" means a portion of the Common Element reserved in this Master Deed for the exclusive use of fewer than all of the Owners.

(m) "Master Deed" means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as exhibits.

(n) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

(o) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(p) "Person" means an individual, firm, corporation, partnership, association, trust, the state, or an agency of the state or other legal entity, or any combination thereof.

(q) "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

(r) "Sales Period" means the period ending upon the Developer's conveyance of the last of the three (3) Units in the Condominium (excluding any conveyance of a Unit to a Successor Developer as defined in the Act).

(s) "Sanitary Sewer System Easement" means a perpetual and permanent easement in favor of the Sanitary Sewer System Easement Grantee for the purposes of developing, establishing, constructing, repairing, and maintaining the sanitary sewer system in the Condominium, and any related appurtenances, in any size, form, shape or capacity.

(t) "Sanitary Sewer System Easement Grantee" means, with respect to the grant of the Sanitary Sewer Easement, Village, as defined below, and Village's successors, assigns, and transferees.

(u) "Structure" means any Residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in ground swimming pool, or any other improvement of a permanent or substantial nature constructed within the perimeter of a Unit.

(v) "Telecommunications System" means any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known), or any combination thereof, installed by or on behalf of Developer or pursuant to any grant of easement, or authority by Developer within the Condominium and serving more than one Unit.

(w) "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that may be cast by Developer.

(x) "Village" means the Village of Lake Orion, Oakland County, Michigan, or any other successor to Village relative to the Property described in Article II of this Master Deed.

(y) "Water Supply System Easement" means a perpetual and permanent easement in favor of the Water Supply System Easement Grantee for the purposes of developing, establishing, constructing, repairing, maintaining the water supply system in the Condominium, and any related appurtenances, in any size, form, shape or capacity.

(z) "Water Supply System Easement Grantee" means, with respect to the grant of the Water Supply System Easement, Village, and Village's successors, assigns and transferees.

ARTICLE IV. COMMON ELEMENT

The Common Element of the Condominium described in **Exhibit B** attached hereto and the respective responsibilities for maintenance, decoration, repair, replacement, restoration, or renovation thereof are as follows:

(a) General Common Element: The General Common Element is:

A. The land described in Article II hereof, except to the extent any of the foregoing are designated herein or in the Plan as Units or Limited Common Element. The General Common Element that is owned in common by all Owners will be maintained by the Association.

B. All utility and drainage easements.

C. Such other elements of the Condominium not herein designated as Limited Common Element that is not enclosed within the boundaries of a Unit.

(b) Limited Common Element. The Limited Common Element is the area, if any, depicted on the Plan as Limited Common Element and is limited to the use of the Owners of the Units to which such Limited Common Element is assigned on the Plan. Developer has reserved the right to create additional Limited Common Element in Article VIII of this Master Deed.

(c) Association Responsibilities. The responsibility for the full cost of maintenance, decoration, repair, and replacement of the General Element shall be the sole responsibility of the Association, except where specific exceptions are stated in the Condominium Documents, and such costs shall be assessed to the Co-Owners in proportion to their respective Percentages of Value as provided in the Condominium Documents.

A. The Association shall maintain, repair, and replace the General Common Element of the Condominium in compliance with all applicable governmental laws, rules, regulations, orders, ordinances, and the provisions of the Condominium Documents and in a manner consistent with the standards of other first-class residential condominium developments of comparable size in Lake Orion Village, Michigan area. The Association may retain the services of a property management company to supervise, operate, manage, repair, replace, and maintain the Common Element.

B. The Association shall procure insurance as provided in the Bylaws insuring the Common Element. In the event of an insured casualty, the Association shall restore improvements to the extent of the insurance provided for such improvements as provided in the Bylaws.

C. The Association shall have the right temporarily to prevent access to the Common Element for a reasonable period of time for repairs, maintenance, or replacement of the Common Element, or as may be legally necessary, in the opinion of the Association's legal counsel, to prevent the acquisition of prescriptive rights by anyone.

D. The amount of all common expenses not specially assessed in accordance with the foregoing shall be assessed against the Units in proportion to the assigned Percentage of Value appertaining to each Unit as provided in Section 69(3) of the Act.

E. The Association shall have specific responsibility to maintain, repair, and replace the following items, and the costs for these items shall be considered expenses of administration:

(1) The General Common Element identified in **Exhibit B**, including all landscaped areas located therein.

(2) All sidewalks, driveways, roadways, retaining walls, and boundary fences, if any, within the boundaries of the General Common Element.

(3) Removal of snow and ice from the General Common Element, including any sidewalks located therein.

(4) The mailboxes and mailbox stands, if any, assigned to each Unit shall initially be installed by the Developer and may not be changed without prior written approval of the Developer before the Transitional Control Date and thereafter by the Association; provided that no change shall be made to any mailbox or mailbox stand in the absence of such approval as may be required by the United States Postal Service.

(5) Electric, gas, water, plumbing, sanitary, and telecommunication lines and equipment across the Common Element up to a Unit's boundary of ownership. Notwithstanding anything herein to the contrary, Village may maintain, repair, and replace the municipal water and municipal sanitary systems.

(6) Stormwater management charges assessed by the governmental authority against the Condominium, if any, unless such charges are contained in Unit water bills or otherwise charged against individual Units, in which case the charge shall be paid by each Co-Owner.

(7) Offsite Landscaping, as depicted on Exhibit B's Site Plan, shall be maintained in an aesthetically pleasing condition to beautify the entrance of the Condominium from Lake Street.

Notwithstanding anything herein to the contrary, the cost of repairing damage to a Common Element caused by an Owner, or family member or invitee of an Owner, shall be assessed against the Owner, but only if and to the extent such repairs are not covered by the Association's insurance. However, such Owner shall be responsible for paying the insurance policy's deductible, if any, where the damage results in a claim being submitted to the insurance provider.

(d) Co-Owner Responsibilities. Each Co-Owner of a Unit shall have the responsibility to maintain, repair, and replace all improvements, including Residence and their own structural improvements, if any, located within their Unit. It is anticipated that separate Residences will be constructed within the Units depicted on the Plan. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair, and replacement of the Residence and all other improvements within each Unit shall be borne by the Owner of the Unit which is served thereby. The Residences and other improvements within each Unit shall conform in all respects to the architectural and building specifications and use restrictions provided in the Bylaws, this Master Deed, the rules, and regulations, if any, of the Association, and applicable ordinances of the municipality in which the Unit is located. Notwithstanding the Association's general obligation to maintain the General Common Element, each Co-Owner shall maintain, repair, and replace the lawn and landscaping and any Unit driveway located within a Unit to the nearest edge of the General Common Element. Each Co-Owner shall bear the cost of water, sanitary sewer, electricity, gas, and telecommunications services furnished to such Co-Owner's Unit.

ARTICLE V. USE OF PREMISES

Each Unit shall be used only for residential purposes. All Residences, Structures, and other improvements constructed on the Unit shall comply with the terms, provisions, and conditions of this Master Deed and the Condominium Bylaws. No person shall use any Unit or the Common Element in any manner inconsistent with the purposes of the Condominium or in any manner that will interfere with or impair the rights of any other Owners in the use and enjoyment of the Condominium. Every Co-Owner and, as applicable, his guests, invitees, and tenants shall adhere to the Bylaws attached hereto as **Exhibit A** and the Rules and Regulations adopted from time to time pursuant to the Bylaws.

ARTICLE VI.
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE FOR EACH UNIT

The Condominium consists of three (3) residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as **Exhibit B**. Each Unit shall include all that space contained within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. Each Unit's Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The Percentage of Value assigned to each Unit shall determine the Unit's proportionate share of expenses incurred by the Association and such Owner's voting percentage at meetings of the Association.

Each Unit's Percentage of Value is as follows:

Unit 1.....33.33%;
Unit 2.....33.33%; and
Unit 3.....33.33%

ARTICLE VII.
EASEMENTS, RESTRICTIONS, AND AGREEMENTS

The Condominium is subject to the following easements, restrictions, and agreements:

(a) Developer (on its behalf and on behalf of its successors) hereby reserves permanent easements for ingress and egress over the General Common Element in the Condominium and permanent easements to use, tap into, enlarge the driveway and/or utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps or sprinklers in the Condominium. These easements are for the benefit of the Units in the Condominium and of other land owned by Developer adjacent to or in the vicinity of the Condominium and shall run with the land in perpetuity. Developer has no financial obligation to support such easements.

(b) Developer reserves the right and power to grant easements over, or dedicate, portions of any of the Common Element for utility, drainage, safety, access, conservation, or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Owners and mortgagees shall be deemed to have appointed Developer and its successors as agent and attorney in fact to make such easements or dedications. After certificates of occupancy are issued for 100% of the Units in the Condominium, the foregoing right and power may be exercised by the Association.

(c) Developer hereby reserves and declares a perpetual and permanent Water Supply System Easement in favor of the Water Supply System Easement Grantee, in over, under, and through the Common Element of the Condominium as shown on the Condominium Subdivision Plan and as actually constructed. The Water Supply System Easement may not be amended or revoked except with the written approval of the Water Supply System Easement Grantee. The Water Supply System Easement Grantee shall have the right to sell, assign, transfer, or convey the Water Supply System Easement to any other governmental unit. Developer and Unit Owners shall not build or convey to others any permission to build any permanent structures on the Water Supply System Easement nor build or place any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely

affect the rights of the Water Supply System Easement Grantee under the Water Supply herein reserved and declared.

(d) Developer reserves and declares a perpetual and permanent Sanitary Sewer System Easement in favor of the Sanitary Sewer System Easement Grantee, in, over, under, and through the Common Element of the Condominium as shown on the Condominium Subdivision Plan and as actually constructed. The Sanitary Sewer System Easement may not be amended or revoked except with the written approval of the Sanitary Sewer System Easement Grantee. The Sanitary Sewer System Easement Grantee shall have the right to sell, assign, transfer, or convey the Sanitary Sewer System Easement to any governmental unit. Developer and Unit Owners shall not build or convey to others any permission to build any permanent structures on the Sanitary Sewer System Easement. Unit Owners shall not build any permanent structures on the Sanitary Sewer System Easement nor build or place any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Sanitary Sewer System Easement Grantee under the Sanitary Sewer System Easement herein reserved and declared.

(e) In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction, or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through, and over those portions of the Units and the land, Residences and improvements contained therein for the installation, maintenance, and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone, and cable television lines.

(f) There shall be easements to and in favor of Developer, the Association, and its officers, directors, agents, and designees, in, on, and over all Units, for access to the Units and the exterior of each of the Residences and appurtenances within each Unit to conduct any activities authorized by this Master Deed and/or Bylaws.

(g) Developer, the Association, and all public and private utility companies shall have such easements over, under, across, and through the Condominium, including all Units and Common Element, as may be necessary to develop, construct, repair, market and operate any Units within the land described in Article II hereof and also access 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 or to respond to any emergency or common need of the Condominium. There shall exist for the benefit of the Owners, Village, any emergency service agency, and other governmental units, an easement over the driveway area in the General Common Element for use by Village, the United States Postal Service, and emergency or other governmental service vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire, and police protection, ambulance and rescue services, and all other lawful governmental and private emergency services to the Condominium and all Owners. This grant of easement shall in no way be construed as a dedication of the General Common Element to the public.

(h) Easements for the construction, installation, and maintenance of public utilities as shown on the Plan. Within all of the foregoing easements, unless the necessary approvals are obtained from Village and any other appropriate municipal authority and except for the paving

necessary for each Residence's driveway, no Structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Unit once established upon completion of construction of the Residence thereon. The surface area of any easement located in a Unit and all site improvements therein shall be maintained (in a presentable condition continuously) by the Unit Owner, except for those improvements for which a public authority or utility company is responsible, and the Unit Owner shall be liable for those damages it caused to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Unit Owner shall maintain the surface area of easements within the Owner's Unit, keeping such areas free of trash and debris.

(i) The architectural and building specifications and use restrictions set forth in Article VI of the Bylaws govern the development and use of each Unit in the Condominium along with the provisions of this Master Deed and the Condominium Subdivision Plan. All improvements made within any Unit, including the construction of a Residence and any other Structure, and the use and occupancy thereof, shall comply fully with the architectural and building specifications and use restrictions established by Article VI of the Bylaws. The terms, provisions, restrictions, and conditions of Article VI of the Bylaws are incorporated fully herein by this reference.

(j) The Association shall pay, and assess all Owners as an expense of administration, the charges assessed by the Village against the Condominium or Developer that are direct or indirectly attributable to the construction of a Residence or Structure on the Unit.

(k) The Condominium is currently subject to the following recorded easements and restrictions:

A. Easement in favor of the County of Oakland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 4679, page 184.

B. Easement in favor of the County of Oakland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 4679, page 185.

C. Terms and Conditions contained in Judgment for Vacation of part of Recorded Plat as disclosed by instrument recorded in Liber 43141, page 246. Order Amending Judgment recorded in Liber 44136, page 633.

D. Terms and Conditions contained in Declaration of Driveway Easement as disclosed by instrument recorded in Liber 44551, page 423. Affidavit of Scriveners Error recorded in Liber 58128, page 687.

E. Grant of Sewer Easement in favor of G. Scott Campbell and Catherine Campbell, his wife, and the Covenants, Conditions, and Restrictions contained in instrument recorded in Liber 44551, page 430.

- F. Easement Agreement - to be recorded re: building encroachment.
- G. Easement Agreement - to be recorded re: gap between driveway/Lot 22
- H. Rights of the United States, State of Michigan, and the public for commerce, navigation, recreation, and fishery, in any portion of the land comprising the bed of Lake Orion, or land created by fill or artificial accretion.
- I. The nature, extent, or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Lake Orion.

ARTICLE VIII.
AMENDMENTS

This Master Deed and any Exhibit hereto may be amended in the following manner:

(a) Pursuant to the terms of this Master Deed, amendments may be made and recorded by Developer after Transitional Control Date.

(b) If the amendment will materially change the rights of the Owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Owners and Mortgagees of the Units (unless a greater majority is specified in the Condominium Bylaws). A Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, during the Sales Period, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Owners or Mortgagees:

A. To modify and correct the locations, types, and sizes of unsold Units and the General and/or Limited Common Element adjoining or appurtenant to unsold Units;

B. To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

C. To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium Bylaws;

D. To clarify or explain the provisions of the Master Deed or its exhibits;

E. To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Site or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Site;

F. To make any other amendment expressly permitted by this Master Deed;

G. To make, define, revise, correct or limit easements affecting the Condominium;

H. To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed; and

I. To comply with the requirements of any governmental agency; provided, however, that no such amendment may alter the size of any Site without the consent of the Owner and Mortgagee of the affected Site.

(d) Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value for Sites in the Condominium, as described above, may not be modified without the consent of each affected Owner and Mortgagee. An Owner's Condominium Site dimensions or appurtenant Limited Common Element may not be modified without the Owner's consent. The Association may make no amendment which materially changes the rights of Developer without the written consent of Developer as long as Developer owns any Sites in the Condominium.

ARTICLE IX.
ASSIGNMENT

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

Remainder of Page Intentionally Left Blank.
Signature Page Follows.

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

PENINSULA OF LAKE ORION, LLC,
a Michigan limited liability company

By: Starboard Orion LLC, a Michigan limited liability company
Its: Sole Member

By: _____
Dominic F. Mocerì
Its: Authorized Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on November ____, 2023 by Dominic F. Mocerì, Manager of Starboard Orion LLC, a Michigan limited liability company, Sole Member of Peninsula of Lake Orion LLC, a Michigan limited liability company, on behalf of said company.

Print Name: _____
Notary Public, State of Michigan
_____ Co. | Comm. Exp.: _____
Acting in _____ County

DRAFTED BY AND WHEN RECORDED RETURN TO:
John J. Premo, Esq.
Kickham Hanley PLLC
32121 Woodward Avenue, Suite 300
Royal Oak, Michigan 48073
248- 544-1500

EXHIBIT A
CONDOMINIUM BYLAWS

EXHIBIT B

CONDOMINIUM SUBDIVISION PLAN