DANE COUNTY REGISTER OF DEEDS

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Document No.

FIRST AMENDMENT TO DECLARATION OF THE TRILLIUM, A CONDOMINIUM

002233

Return to:

Jesse S. Ishikawa

Reinhart, Boerner, Van Deuren,

N

Rieselbach, s.c. P.O. Box 2018

Madison, WI 53701-2018

See Schedule I and II

Parcel Number

# FIRST AMENDMENT TO DECLARATION OF THE TRILLIUM, A CONDOMINIUM

THIS AMENDMENT (the "Amendment") is executed as of the 1/2 day of (21/2 be/, 2001, by the Owners signing below.

#### RECITALS:

- A. A Declaration of a Condominium dated September 24, 1998 was recorded with the Dane County Register of Deeds on November 25, 1998 as Document No. 3050483 (the "Declaration") creating The Trillium, a Condominium (the "Condominium"), creating Units 1 through 147, inclusive, The Trillium, a Condominium.
- B. The undersigned Owners desire to amend the Declaration in accordance with the terms of this Amendment.

NOW THEREFORE, the undersigned Owners do hereby amend the Condominium as follows:

- 1. Definitions. All terms that are capitalized in this Amendment but not defined by this Amendment and that are defined in the Declaration shall have the meanings assigned to such terms by the Declaration.
  - 2. Article I, Section A., Subsection 6. is hereby amended to read:

"DECLARANT" means Trillium Homes, LLC or any owner of Units originally owned by Trillium Homes, LLC to whom Trillium Homes, LLC assigns its rights as "Declarant" hereunder in a written, recorded instrument of assignment. Such rights as Declarant may be collaterally assigned to any Mortgagee or assigned to any other person pursuant to a written, recorded instrument.

3. Article I, Section A.13. is hereby amended to read, in its entirety:

"PROPERTY" means the unimproved land, lands together with improvements on it or improvements outside of the underlying land which is the subject of this Declaration. Property may consist of noncontiguous parcels or improvements.

4. Article II, Section A.2.(a), is hereby amended to read, in its entirety:

A Unit includes one or more contiguous or noncontiguous cubicles of air at one or more levels of space. The boundaries of each Unit shall be as follows:

- (i) Upper boundary. The upper boundary of the Unit shall be a horizontal plane parallel to, and located fifty (50) feet above, ground level.
- (ii) Lower boundary. The lower boundary of the Unit shall be a horizontal plane parallel to, and located thirty (30) feet beneath, ground level.
- (iii) Perimetrical boundary. The perimetrical boundaries of the Unit are shown as the outline of such Unit on the condominium plat.

The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries.

5. Article II., Section A. 3. is hereby amended to read, in its entirety:

The Common Elements shall consist of all of the Condominium, with the exception of the individual Units, including, without limitation, the land lying outside of the Units, public utility lines, water and sewer laterals (even if they are physically located within the boundaries of a Unit), walks, parking spaces, cul-de-sacs and landscaping. Each Unit shall have a perpetual easement over the Common Elements to allow for ingress and egress between the Unit and a public right-of-way. There are reserved for the exclusive use of the Unit Owner of each Unit at issue certain Limited Common Elements, specifically:

The area designated as a Limited Common Element on page 5 of the Plat surrounding each Unit. In addition, the garages numbered G-1, G-2, G-3, G-4, G-5, G-6 and G-7 and the storage building No. 1, all of which are designated on the Plat and floor plans, are Limited Common Elements appurtenant to Unit No. 2.

Any mortgage of a Unit shall also be deemed to automatically include the mortgagor's interest in the Common Elements and any applicable Limited Common Elements, regardless of whether the mortgagor's interest in the Common Elements and Limited Common Elements is specifically referred to in the mortgage at issue.

The Limited Common Elements which consist of garages numbered G-1, G-2, G-3, G-4, G-5, G-6 and G-7 may, subject to the rights of any existing mortgagee(s), be granted by deed to any other Unit Owner. Thereafter, the grantor of such Limited Common Element shall have no further right to use such Limited Common Element.

6. Article II, Section D. is hereby amended to read, in its entirety:

The Units are intended for and restricted to residential use, subject to any applicable laws, rules, orders, ordinances or regulations restricting the number of individuals occupying a Unit. No single owner may hold title to more than ten percent (10%) of the total Units in the Condominium except for the for the following persons:

- (i) Bank One, Wisconsin or Tree Cove, LLC and any mortgagee of Tree Cove, LLC;
- (ii) The City of Madison in connection with its "Affords Program," which is a rent-to-own program; and
- (iii) Declarant, its successors, assigns and mortgagees.

The persons named in (i), (ii) and (iii) shall be entitled to rent their Units to tenants. No other Unit Owners may rent their Units to tenants. Additional restrictions, including, but not limited to, restrictions as to the placing of "For Rent" signs in, on or about any Unit or any of the Common Elements shall be as contained in the Rules and Regulations, as they may from time to time be promulgated in accordance with the terms of the Bylaws.

7. Article II, Section F. is hereby amended to read in its entirety:

In the event of partial or total destruction of the Property, the damaged or destroyed Property shall be rebuilt and/or repaired as soon as practicable and substantially to the same design, plans and specifications as existed previously, unless within sixty (60) days after such partial or total destruction, Unit Owners holding at least a ninety percent (90%) interest in the Common Elements consent in writing not to repair, restore and/or rebuild. An Owner of a Unit shall be entitled to issue a written consent only if such consent has been joined in by the mortgagee or mortgagees of such Unit. In such event, the provisions of the Condominium Ownership Act shall apply.

#### 8. Article II, Section H. is hereby amended to read in its entirety:

Immediately after a fire or other casualty causing damage to any improvements within a Unit, such Unit Owner shall obtain detailed cost estimates of reconstruction and repair costs so as to restore the Unit to a condition as good as that existing before such fire or casualty. The Unit Owner shall be responsible for payment of all costs incurred in connection with such reconstruction and repair in the event the proceeds of the insurance maintained by the Unit Owner are not sufficient to defer the estimated costs of such reconstruction and repair. Any reconstruction or repair shall be made substantially in accordance with the plans and specifications under which the Unit was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair, subject to such other changes as may have been duly approved by the Association under Article XII, Section A, below, and subject to the requirements of applicable law at the time of such reconstruction or repair and subject to the provisions of Section F. of Article II, above. Any such reconstruction of the Unit by a Unit Owner shall also be subject to any requirements of such Unit Owner's Mortgagee(s) if any.

## 9. Article II, Section I. is hereby modified to read, in its entirety:

#### I. <u>Eminent Domain.</u>

1. <u>Allocation of Award</u>. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

- (a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any building, structures or improvements located therein and for consequential damages to the Unit or any building, structures or improvements located therein.
- (b) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.
- Determination to Reconstruct Common Elements: Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed, unless within sixty (60) days after such taking, Unit Owners holding at least a ninety percent (90%) interest in the Common Elements consent in writing not to repair, restore and/or rebuild. An Owner of a Unit shall be entitled to issue a written consent only if such consent has been joined in by the mortgagee or mortgagees of such Unit. In such event, the provisions of the Condominium Ownership Act shall apply. Furthermore, in connection with the reconstruction of improvements within a Unit, the design, plan and specifications or any building to be constructed within a Unit may vary from that of the original, provided that the design, plans and specifications shall have been approved by the Association under Article XII, Section A., below.
- 3. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for reconstruction and repair shall be that of the Association which shall follow the procedures set forth in Article II, Section G, above. Reconstruction of any Unit shall be done by the Unit Owner in accordance with the procedure set forth in Article II, Section H., above.
- 4. <u>Percentage Interests Following Taking.</u>
  Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to

any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any buildings, structures or other improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units.

- 10. Article III, Section A. is hereby amended by changing the reference to "Wis. Stats. § 703.35 (1995-96)" to "the Condominium Ownership Act."
- 11. Article III, Section B. is hereby amended to change Subsection 7 to read, in its entirety:

to grant or withhold approval, pursuant to Article XII, Section A of this Declaration, of any action by a Unit Owner or other person which would change the exterior appearance of any improvements within a Unit or any other portion of the Condominium.

12. Article III, Section C. is hereby amended by changing Subsection 3. to read, in its entirety:

by act or omission, seek to abandon, petition, subdivide, encumber, sell or transfer all or any portion of the Common Elements (provided however, that the granting of easements for public utilities, for other public purposes consistent with the intended use of the Common Elements by the Condominium, shall not be deemed a transfer within the meaning of this clause);

13. Article III, Section E. is hereby amended to read, in its entirety:

Until the Declarant (or Tree Cove, LLC) has completed all of the improvements contemplated thereto, and until all of the Units have been sold to purchasers other than Bank One, Wisconsin and Tree Cove, LLC, neither the Unit Owners nor the Association nor the use of the Property or their Units shall in any manner interfere with the completion of Declarant's, Bank One, Wisconsin's, or Tree Cove, LLC's improvements to or sale of the Units. Declarant, Bank One, Wisconsin, and Tree Cove, LLC may make use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of the sales office, the showing of Property and the display of signs until such time as all of the Units owned by Declarant, Bank One, Wisconsin and Tree Cove, LLC have been sold or transferred to persons other than such When there are unsold Units in the Condominium, Declarant and its successors, assigns and mortgagees, Bank One, Wisconsin and Tree Cove, LLC and its mortgagees shall enjoy the same rights and assume the same duties (except as otherwise provided in this Declaration, the bylaws or any of the other condominium instruments) as will relate to each individual Unit. In addition, Declarant and its successors, assigns and mortgagees, Bank One, Wisconsin, and Tree Cove, LLC and its mortgagees shall be allowed to lease Units at their discretion and without any of the limitations as to leasing which are contained in this Declaration and the Association's Bylaws, except that all such leases and rental agreements shall be in writing and except that the use by the tenants of any of the Units shall be subject to the requirements of the Declaration, these Bylaws, and the Rules and Regulations.

## 14. Article VIII is hereby changed to read, in its entirety:

#### INTENTIONALLY DELETED.

## 15. Article X is hereby amended to read, in its entirety:

This Declaration may be amended with the written consent of those Owners owning not less than two-thirds (2/3) of the Units, except that any provision in this Declaration that requires the consent of a number of the Owners in excess of two-thirds of the Units may be amended only with the consent of such greater number. Furthermore, the vote cast by an Owner with respect to a Unit shall not be effective unless the mortgagee or mortgagees of such Unit Any amendment shall become have consented to such vote. effective upon being recorded in the office of the Register of Deeds for Dane County, Wisconsin, together with a recitation of the fact that such amendment was passed with the provisions set forth in this Declaration and Bylaws. No provisions in this Declaration that grant special rights to the Declarant, Bank One, Wisconsin or Tree Cove, LLC may be amended without the consent of such party so long as such party owns any Unit, and without the consent of the holders of all mortgages against the Units owned by such persons.

Notwithstanding the foregoing, the Declarant may amend the Declaration without any other consents, approvals or votes if such an amendment is required to comply with the requirements of the Federal Home Loan Mortgage Association, the Federal National Mortgage Association, the Veteran's Administration or any other governmental or quasi-governmental agency involved in the insuring or making or purchasing of Mortgages of any Unit.

16. A new Article XII is hereby added to the Declaration, to read, in its entirety, as follows:

#### XII. ARCHITECTURAL AND USE RESTRICTIONS.

#### A. Architectural Restrictions.

1. <u>General</u>. No building or other improvements shall be constructed, placed or altered within any Unit without approval of the plans and specifications therefor by the Architectural Control Committee described in this Section A.

#### 2. <u>Establishment, Duties, Membership</u>.

- (a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.
- (b) The Committee shall consist of three (3) persons designated by Declarant, one of whom shall be an officer. member or employee of Declarant's managing member (the "Declarant Member"). All members of the Committee shall serve at Declarant's pleasure. A majority of the Committee (including the Declarant Member) may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as the period of Declarant control, described in Article III. Section A, has passed and Declarant no longer owns any Unit, the Declarant Member and Committee members who are appointees of Declarant shall, within thirty (30) days thereafter.

resign from the Committee. Thereafter, the directors of the Association shall elect all members to the Committee and shall have the power to fill any vacancy in such position. Each member of the Committee so elected shall serve at the pleasure of the person or entity having the power to appoint such member. A member of the Committee may resign by submitting a written resignation to the address to which submissions to the Committee are to be sent under Article XII. Section A.3.

- 3. <u>Procedure</u>. Any Owner desiring to construct, improve or alter a building or any other structure within a Unit shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The items submitted to the Committee shall include:
  - (a) Construction details for all improvements;
  - (b) Proposed changes to building facade;
  - (c) Description of materials to be used in any changes to any building or improvement;
    - (d) The color scheme of all improvements; and
  - (e) Such other materials as the Committee may deem necessary.

A submission will not be complete and the thirty (30)-day approval time set forth below shall not commence until all documents required in this Article XII. Section A.3. have been submitted. All such submissions shall be to Declarant at its principal place of business (or, if Declarant ceases to have the power to appoint members of the Committee, to another member of the Committee at such other address that the Committee may designate), together with any applicable fee required under Article XII. Section A.5. The representative of the Committee receiving the submission shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A

tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of at least two (2) of its members (including the Declarant Member if the Committee at that time has a Declarant Member), may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final plans. If the Committee conditionally approves either the preliminary or final plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two or more Committee members. If the Committee fails to render its decision on the preliminary or final plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Owner of the Unit shall make any improvements or alterations in strict accordance with the submitted documents. All changes to such plans must be resubmitted to, and approved by, the Committee.

- 4. <u>Standards</u>. The Committee shall have the right to reject any plans and specifications for any improvement or alteration which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:
  - (a) are not in conformity with any of the restrictions set forth in this Declaration; or
    - (b) are not desirable for aesthetic reasons; or
  - (c) are not in harmony with buildings located elsewhere within the Condominium; or
  - (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
  - (e) are not in conformity with the general purposes of this Declaration.
  - 5. <u>Fees</u>. The Committee, by majority vote. shall from

time to time adopt a fee schedule designed to defray the Committee's out-of-pocket costs incurred in connection with its review of any plans and specifications or of any resubmission of any such plans and specifications and may be adjusted at any time by the Committee.

- 6. <u>Liability of Committee</u>. The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:
  - (a) The approval or disapproval of any plans and specifications, whether or not defective;
  - (b) The construction or performance or any work, whether or not pursuant to approved plans and specifications; or
  - (c) The development of any property within the Condominium.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

OWNER OF UNITS 2, 4, 5, 12, 20, 21, 22, 28, 33, 34, 39, 40, 43, 46, 50, 51, 53, 55, 58, 60, 61, 62, 63, 65, 67, 70, 79, 82, 85, 90, 95, 99, 101, 103, 104, 106, 108, 114, 116, 119, 122, 124, 129, 131, 135, 137, 139, 141, 143, 145, and 147:

## TRILLIUM HOMES, LLC

By: BANK ONE COMMUNITY
DEVELOPMENT WISCONSIN
CORPORATION, Managing Member

Name: William T. Histor
Title: Prosipont

OWNER OF UNITS 1, 3, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 19, 24, 25, 26, 27, 29, 30, 31, 32, 35, 36, 37, 38, 41, 42, 44, 45, 47, 48, 49, 52, 54, 56, 57, 59, 64, 66, 68, 69, 71, 72, 73, 74, 75, 76, 77, 78, 80, 81, 83, 84, 86, 87, 89, 91, 92, 93, 94, 96, 97, 98, 100, 102, 105, 107, 109, 110, 111, 113, 117, 118, 120, 121, 123, 125, 126, 127, and 133:

BANK ONE, WISCONSIN

By:	
Name:	
Title:	

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

OWNER OF UNITS 2, 4, 5, 12, 20, 21, 22, 28, 33, 34, 39, 40, 43, 46, 50, 51, 53, 55, 58, 60, 61, 62, 63, 65, 67, 70, 79, 82, 85, 90, 95, 99, 101, 103, 104, 106, 108, 114, 116, 119, 122, 124, 129, 131, 135, 137, 139, 141, 143, 145, and 147:

#### TRILLIUM HOMES, LLC

By: BANK ONE COMMUNITY
DEVELOPMENT WISCONSIN
CORPORATION, Managing Member

By:	
Name:	
Title:	

OWNER OF UNITS 1, 3, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 19, 24, 25, 26, 27, 29, 30, 31, 32, 35, 36, 37, 38, 41, 42, 44, 45, 47, 48, 49, 52, 54, 56, 57, 59, 64, 66, 68, 69, 71, 72, 73, 74, 75, 76, 77, 78, 80, 81, 83, 84, 86, 87, 89, 91, 92, 93, 94, 96, 97, 98, 100, 102, 105, 107, 109, 110, 111, 113, 117, 118, 120, 121, 123, 125, 126, 127, and 133:

BANK ONE, WISCONSIN

By:	Formane	Ollan	
Name:			
Title:	First Vice	President	

STATE OF WISCONSIN )	
) ss.	
COUNTY OF DANE )	
Development Wisconsin Corporation	the this 17th day of October, 2001, the President of Bank One Community in, the managing member of Trillium Homes, ompany, who executed the above instrument
	Name: Tammy L. HAUSER  Notary Public, State of Windows Ohio- My Commission: 11-15-04
	TAMMY L. HAUSER NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES 11-15-04
STATE OF WISCONSIN ) ) ss. COUNTY OF DANE )	2 5 THE STORY EXPIRES 11-15-04
, known to me to be	te this day of, 2001, the of Bank One, Wisconsin
who executed the foregoing instrume	
	Name:
	Notary Public, State of Wisconsin My Commission:
	wry Commission.

STATE OF WISCONSIN )	
) ss.	
COUNTY OF DANE )	
Personally came before me	this, day of, 2001,
, known to me to be the	ne of Bank One Community
Development Wisconsin Corporation,	the managing member of Trillium Homes,
LLC, a Wisconsin limited liability cor	npany, who executed the above instrument
and acknowledged the same.	
-	
	Name:
	Notary Public, State of Wisconsin
	My Commission:
FLLINOIS	
STATE OF <del>WISCONSI</del> N )	
COOK ) ss.	
COUNTY OF DANE	
,	
Personally came before me	this $\square^{+}$ day of $\Omega \subset TUBER$ , 2001,
LAWRENCE Phone known to me to be 1	the FRST Vice Peas of Bank One, Wisconsin
who executed the foregoing instrument	
Wile everage me tereBernB mer america	
	_ X avene Deckeel
	Name FRANCINE BECKERT
CFFICIAL COMMISSION	Notary Public, State of Wisconsin FLLING'S
S OFFICIAL SEAL	My Commission:
NOTARY PUBLIC, STATE OF ILL IMPLE	My Commission. 11 001 - 2
MY COMMESSION EXPIRES: 11/29/03	
MATERIAL NAME OF THE PARTY OF T	

#### CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against Units 2, 4, 5, 12, 20, 21, 22, 28, 33, 34, 39, 40, 43, 46, 50, 51, 53, 55, 58, 60, 61, 62, 63, 65, 67, 70, 79, 82, 85, 90, 95, 99, 101, 103, 104, 106, 108, 114, 116, 119, 122, 124, 129, 131, 135, 137, 139, 141, 143, 145, 147, hereby executes this Amendment for the purposes of consenting to and for subjecting its interest in said Units to the terms of the foregoing amendment.

WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY

Name: Mickey N. Conrad

Title: General Counsel and Assistant

Secretary

STATE OF WISCONSIN ) ss. COUNTY OF DANE )

Personally came before me this 18<sup>th</sup> day of October, 2001, Mickey N. Conrad, known to me to be the General Counsel and Assistant Secretary of the Wisconsin Housing and Economic Development Authority who executed the foregoing instrument and acknowledged the same.



Name: Evelyn M. Belscamper
Notary Public, State of Wisconsin

My commission expires: January 13, 2002

### SCHEDULE I TAX PARCEL NUMBERS FOR UNITS OWNED BY BANK ONE WISCONSIN

Parcel Nos.:	77 1 70
60-0709-184-1501-3 – Unit 1	60-0709-184-1559-2 — Unit 59
60-0709-184-1503-9 – Unit 3	60-0709-184-1564-1 – Unit 64
60-0709-184-1506-3 – Unit 6	60-0709-184-1566-7 – Unit 66
60-0709-184-1507-1 – Unit 7	60-0709-184-1568-3 – Unit 68
60-0709-184-1508-9 – Unit 8	60-0709-184-1569-1 – Unit 69
60-0709-184-1509-7 — Unit 9	60-0709-184-1571-6 – Unit 71
60-0709-184-1510-4 – Unit 10	60-0709-184-1572-4 – Unit 72
60-0709-184-1511-2 – Unit 11	60-0709-184-1573-2 – Unit 73
60-0709-184-1513-8 – Unit 13	60-0709-184-1574-0 – Unit 74
60-0709-184-1514-6 – Unit 14	60-0709-184-1575-8 – Unit 75
60-0709-184-1516-2 - Unit 16	60-0709-184-1576-6 – Unit 76
60-0709-184-1517-0 – Unit 17	60-0709-184-1577-4 – Unit 77
60-0709-184-1518-8 – Unit 18	60-0709-184-1578-7 – Unit 78
60-0709-184-1519-6 – Unit 19	60-0709-184-1580-7 - Unit 80
60-0709-184-1524-5 – Unit 24	60-0709-184-1581-5 – Unit 81
60-0709-184-1525-3 — Unit 25	60-0709-184-1583-1 – Unit 83
60-0709-184-1526-1 — Unit 26	60-0709-184-1584-9 – Unit 84
60-0709-184-1527-9 — Unit 27	60-0709-184-1586-5 – Unit 86
60-0709-184-1529-5 – Unit 29	60-0709-184-1587-3 – Unit 87
60-0709-184-1530-2 — Unit 30	60-0709-184-1589-9 – Unit 89
60-0709-184-1531-0 – Unit 31	60-0709-184-1591-4 – Unit 91
60-0709-184-1532-8 – Unit 32	60-0709-184-1592-2 - Unit 92
60-0709-184-1535-2 – Unit 35	60-0709-184-1593-0 – Unit 93
60-0709-184-1536-0 – Unit 36	60-0709-184-1594-8 — Unit 94
60-0709-184-1537-8 – Unit 37	60-0709-184-1596-4 – Unit 96
60-0709-184-1538-6 — Unit 38	60-0709-184-1597-2 — Unit 97
60-0709-184-1541-9 - Unit 41	60-0709-184-1598-0 - Unit 98
60-0709-184-1542-7 – Unit 42	60-0709-184-1601-1 – Unit 100
60-0709-184-1544-3 – Unit 44	60-0709-184-1603-7 – Unit 102
60-0709-184-1545-1 – Unit 45	60-0709-184-1606-1 – Unit 105
60-0709-184-1547-7 – Unit 47	60-0709-184-1608-7 – Unit 107
60-0709-184-1548-5 – Unit 48	60-0709-184-1610-2 — Unit 109
60-0709-184-1549-3 — Unit 49	60-0709-184-1611-0 – Unit 110
60-0709-184-1552-6 – Unit 52	60-0709-184-1612-8 – Unit 111
60-0709-184-1554-2 — Unit 54	60-0709-184-1614-4 – Unit 113
60-0709-184-1556-8 – Unit 56	60-0709-184-1618-6 – Unit 117
60-0709-184-1557-6 – Unit 57	60-0709-184-1619-4 – Unit 118

002251

60-0709-184-1621-9 — Unit 120
60-0709-184-1622-7 — Unit 121
60-0709-184-1624-3 – Unit 123
60-0709-184-1626-9 - Unit 125
60-0709-184-1627-7 - Unit 126
60-0709-184-1628-5 - Unit 127
60-0709-184-1631-8 - Unit 133

#### SCHEDULE II TAX PARCEL NUMBERS FOR UNITS OWNED BY TRILLIUM HOMES, LLC

60-0709-184-1502-1 - Unit 2 60-0709-184-1504-7 - Unit 4 60-0709-184-1505-5 - Unit 5 60-0709-184-1512-0 - Unit 12 60-0709-184-1520-3 - Unit 20 60-0709-184-1521-1 - Unit 21 60-0709-184-1522-9 - Unit 22 60-0709-184-1528-7 - Unit 28 60-0709-184-1533-6 - Unit 33 60-0709-184-1534-4 - Unit 34 60-0709-154-1539-4 - Unit 39 60-0709-184-1540-1 - Unit 40 60-0709-184-1543-5 - Unit 43 60-0709-184-1546-9 - Unit 46 60-0709-184-1550-0 - Unit 50 60-0709-184-1551-8 - Unit 51 60-0709-184-1553-4 - Unit 53 60-0709-184-1555-0 - Unit 55 60-0709-184-1558-4 - Unit 58 60-0709-184-1560-9 - Unit 60 60-0709-184-1561-7 - Unit 61 60-0709-184-1562-5 - Unit 62 60-0709-184-1563-3 - Unit 63 60-0709-184-1565-9 - Unit 65 60-0709-184-1567-5 - Unit 67 60-0709-184-1570-8 - Unit 70 60-0709-184-1579-0 - Unit 79 60-0709-184-1582-3 - Unit 82 60-0709-184-1585-7 - Unit 85 60-0709-184-1590-6 - Unit 90 60-0709-184-1595-6 - Unit 95 60-0709-184-1599-8 - Unit 99 60-0709-184-1602-9 - Unit 101 60-0709-184-1604-5 - Unit 103 60-0709-184-1605-3 - Unit 104 60-0709-184-1607-9 - Unit 106 60-0709-184-1609-5 - Unit 108 60-0709-184-1615-2 - Unit 114 60-0709-184-1617-8 - Unit 116 60-0709-184-1620-1 - Unit 119 60-0709-184-1623-5 - Unit 122 60-0709-184-1625-1 - Unit 124 60-0709-184-1629-3 - Unit 129 60-0709-184-1630-0 - Unit 131 60-0709-184-1632-6 - Unit 135 60-0709-184-1633-4 - Unit 137 60-0709-184-1634-2 - Unit 139 60-0709-184-1635-0 - Unit 141 60-0709-184-1636-8 - Unit 143 60-0709-184-1637-6 - Unit 145 60-0709-184-1638-4 - Unit 147