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STATE OF MICHIGAN, COUNTY OF CHARLEVOIX
VIRGINIA M MARME, REGISTER OF DEEDS

10/03/2014 10:28:44 AM PAGES: 51

State of Michigan, County of Charlevoix, ss 10-3-14
Charlevoix Virginia M Marme I hereby certify
that there are no tax liens of titles held by the State or by
Individuals on the land herein described in the within instrument
and that all taxes due thereon have been paid for the five years
preceding the date of said instrument as appears by the records in
my office. This does not cover taxes in process of collection by
Township, Cities, or Village Matthew Chausman
County Treasurer

MASTER DEED
CHARLEVOIX POINTE CONDOMINIUM

THIS MASTER DEED has been executed as of September 19, 2014 by Charlevoix Pointe, L.L.C., a Michigan limited liability company, whose address is 311 E. Eighth Street, Traverse City, Michigan 49684 (the "Developer") pursuant to the provisions of the Michigan Condominium Act, as amended.

RECITALS:

A. Developer desires to establish the real property described in Article III below, and all appurtenances to it, together with all improvements at any time located upon that property, as a condominium project under the Act.

B. Developer has prepared and executed this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B, to accomplish this purpose.

ARTICLE I
DEFINITIONS

When used in any of the Condominium Documents, or in any other instrument pertaining to the Condominium Project or the creation or transfer of any interest in it, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

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

(b) "Association" means Charlevoix Pointe Condominium Association, Inc. a not-for-profit corporation organized under the laws of the State of Michigan, of which all co-owners shall be members and which shall administer, operate, manage, and maintain the Condominium Project. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

(c) "Association Bylaws" means the corporate Bylaws of the Association.

(d) "Common elements," where used without modification, means both the general and limited

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July 10, 2014 (8:40am)

part of 15-052-126-095-00 EQ
TAX CODE # 15-052-127-002-00 EQ

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common elements, as defined in Article V hereof.

(e) "Condominium Bylaws" means Exhibit A hereto, the Bylaws for the Condominium Project.

(f) "Condominium Documents" means and includes this Master Deed, Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

(g) "Condominium Premises" means and includes the land described in Article III hereof, and all easements, rights and appurtenances belonging to the Condominium Project, as described below.

(h) "Condominium Project" means Charlevoix Pointe Condominium, which is a condominium project established pursuant to the Act.

(i) "Condominium Subdivision Plan" means Exhibit B hereto.

(j) "Condominium unit" or "unit" each means that portion of the Condominium Project designed and intended for separate ownership and use, as described in Article VI hereof and on Exhibit B hereto.

(k) "Co-owner," "owner" or "member" each means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns legal or equitable title to a condominium unit (including land contract vendees not in default under the terms of their land contracts) within the Condominium Project, and is, therefore, a member of the Association.

(l) "Developer" means Charlevoix Pointe, L.L.C., and its successors and assigns. The Developer of the Condominium owns the real property dedicated to the Condominium and will develop the Condominium.

(m) "Master Deed" means this Master Deed, including Exhibits A and B hereto, both of which are incorporated by reference and made a part hereof.

(n) "Party Wall" means the wall constructed on the boundary line between two units, whether or not such wall is a supporting wall.

(o) "Shared Roof" means the entire roof of a building which is located on more than one unit.

Terms not defined herein, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

ARTICLE II *DEDICATION*

By executing and recording this Master Deed, the Developer establishes Charlevoix Pointe Condominium as a condominium project under the Act. Once established, the Condominium Project shall be held, conveyed, encumbered, leased, occupied, improved and in every manner utilized, subject to (i) the provisions of this Master Deed, and (ii) the Act. The provisions of this Master Deed shall run with the land

included in the Condominium Project and bind the Developer, and all persons acquiring or owning an interest in the Condominium Project, or in the real estate dedicated to the Condominium Project, and their grantees, successors, assigns, heirs and personal representatives. The remainder of this Master Deed has been set forth in furtherance of the establishment of the Condominium Project.

ARTICLE III
LEGAL DESCRIPTION

The land which is dedicated to the Condominium Project established hereby is legally described as City of Charlevoix, County of Charlevoix, State of Michigan, to wit:

BEGINNING ON THE NORTH LINE OF PINE RIVER LANE 387 FEET MORE OR LESS NORTHWEST OF THE WEST LINE OF BRIDGE STREET; THENCE NORTH 10° 21' 41" EAST, 148.08 FEET; THENCE SOUTH 79° 36' 10" EAST, 49.93 FEET; THENCE NORTH 10° 21' 14" EAST, 102.30 FEET; THENCE NORTH 88° 45' 10" WEST, 42.78 FEET; THENCE NORTH 88° 59' 35" WEST, 59.89 FEET; THENCE NORTH 88° 46' 45" WEST, 58.46 FEET; THENCE SOUTH 10° 42' 52" WEST, 43.79 FEET; THENCE SOUTH 10° 29' 10" WEST, 176.46 FEET; THENCE SOUTH 77° 23' 34" EAST, 109.88 FEET ALONG THE NORTH LINE OF PINE RIVER LANE TO THE POINT OF BEGINNING; BEING PART OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 34 NORTH, RANGE 8 WEST, AND OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 34 NORTH, RANGE 8 WEST.

Subject to and together with agreements, covenants, easements, restrictions and governmental limitations of record, and easements set forth on the Condominium Subdivision Plan attached as Exhibit B hereto or as declared and reserved in Article VII below.

ARTICLE IV
TITLE AND NATURE

The Condominium Project shall be known as Charlevoix Pointe Condominium, Charlevoix County Subdivision Plan No. 184. Such architectural plans and specifications as may exist for the Condominium Project will be filed with the City of Charlevoix, Charlevoix County, Michigan. The improvements contained in the Condominium Project, including the number, boundaries, dimensions and area of each unit, are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. The Condominium Project contains individual units to be used as building sites for single-family homes. Each unit has been designed and is intended for separate ownership and use, as evidenced by each unit having direct access to a common element of the Condominium Project. The foregoing notwithstanding, two or more residential units may be situated in a single structure, separated by a Party Wall. Each co-owner in the Condominium Project shall enjoy the exclusive right to occupy his unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of the general common elements.

ARTICLE V
COMMON ELEMENTS

A. *General Common Elements.* The general common elements are:

(1) The real property described in Article III hereof, excluding those portions within the boundaries of any Condominium unit as described in Article VI. A. hereof and shown on Exhibit B hereto, but including easement interests of the Condominium in the property within the boundaries of any unit;

(2) All roads and utility rights-of-way as indicated on the Condominium Subdivision Plan ("Right-of-Way"), including the roads built within the Right-of-Way;

(3) The main electrical distribution system throughout the Condominium Project located within the Right-of-Way (excluding facilities which serve individual units);

(4) The telephone wiring system throughout the Condominium Project located within the Right-of-Way (excluding facilities which serve individual units);

(5) The storm water sewer system throughout the Condominium Project;

(6) The gas distribution network throughout the Condominium Project located within the Right-of-Way (excluding facilities which serve individual units);

(7) Any cable television wiring throughout the Condominium Project located within the Right-of-Way (excluding facilities which serve individual units);

(8) Such other elements of the Condominium Project not herein designated as common elements which are not enclosed within the boundaries of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium Project as a whole.

Some or all of the utility lines, systems and equipment 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. Each co-owner will be responsible for connecting the utilities for his unit to the distribution lines lying within the Right-of-Way at his sole expense.

B. Limited Common Elements. The limited common elements are those common elements limited in use to the owners of the unit they abut or to which they appertain.

(1) Each driveway which is depicted on the Condominium Subdivision Plan as a "Limited Common Element" shall be a limited common element appurtenant to the unit it serves.

(2) One parking space, located in the common parking area consisting of three parking spaces, shall be designated as a limited common element appurtenant to Unit 4.

(3) Mailboxes located in a common location shall be designated as limited common elements, with one mailbox being appurtenant to each unit.

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

(1) The Association shall bear the cost of decorating, maintaining, repairing and replacing all general and limited common elements except to the extent of maintenance, repair or replacement due to the acts or neglects of a co-owner or his agent, guest or invitee, for which such co-owner shall be wholly responsible, unless, and to the extent, any such loss or damage is covered by insurance maintained by the

Association.

(2) Except to the extent of maintenance, repair or replacement due to the act or neglect of another co-owner or his agent, guest or invitee, for which such co-owner shall be wholly responsible, the cost of decorating, maintaining, repairing and replacing all improvements, including landscaping, within the boundaries of a unit will be borne by the co-owner of the unit. The appearance of all buildings, garages, patios, decks, porches (whether open or screened), landscaping and all other improvements within a unit will, at all times, be subject to the approval of the Association, except that the Association may not disapprove the appearance of an improvement maintained as constructed with the approval of the Developer or the Association.

Any maintenance, repair or replacement obligation to be borne by a co-owner may, if not performed by the co-owner, be performed by or under the direction of the Association, with the cost assessed against the responsible co-owner. The Association shall not, in such case, be responsible for incidental damage to the unit, or to any improvement or property located within the boundaries of the unit, of the co-owner who failed to fulfill his obligations.

D. Residual Damage to Units. Unless provided otherwise in this Master Deed or in the Condominium Bylaws, damage to a unit, or any improvement or property located within the boundaries of the unit, caused by the repair, replacement or maintenance activities of the Association of those common elements which must be maintained by the Association shall be repaired at the expense of the Association.

E. Use of Units and Common Elements.

(1) No co-owner shall use his unit or the common elements in any manner (i) inconsistent with the purposes of the Condominium Project or (ii) which will unreasonably interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements.

(2) No co-owner shall be exempt from contributing toward Expenses of Administration (as defined in the Condominium Bylaws) or from the payment of assessments against his unit by reason of nonuse or waiver of use of the common elements or by the abandonment of his unit.

ARTICLE VI
UNIT DESCRIPTION AND PERCENTAGES OF VALUE

A. Description. A description of each unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the unit itself, is set forth in the Condominium Subdivision Plan. Each unit shall consist of all that space within the unit boundaries, as shown on the Condominium Subdivision Plan and delineated in heavy outlines, but not any common elements contained therein. The dimensions shown on the Condominium Subdivision Plan for each unit have been calculated by Mansfield Land Use Consultants of Traverse City, Michigan.

B. Percentages of Value. The total value of the project is 100 percent (100%). Each unit is hereby assigned a percentage of value which approximates the percentage derived by dividing that unit's square footage by the total square footage of all units. The percentages of value are as follows:

Unit	Percentage of Value
1	16.667%
2	16.667%
3	16.667%
4	16.667%
5	16.667%
6	16.667%

The Developer may expand the Condominium Project by creating additional units in the Expansion Property (as defined in Article IX hereof). Such expansion will result in a change in the actual percentage of value attributable to each unit in Phase 1.

A unit's percentage of value shall determine its proportionate share of the common proceeds and Expenses of Administration, the value of its vote at certain meetings of the Association of co-owners and of its undivided interest in the common elements.

ARTICLE VII EASEMENTS

A. Easements for Maintenance and Related Matters.

(1) If all or any portion of a common element encroaches upon a unit due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, an easement shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. Perpetual easements shall also exist to, through, over, under and across the Condominium Premises, including all units, for the maintenance, repair or replacement of common elements, which easements shall be administered by the Association, and as may be appropriate, for the installation, inspection, maintenance, repair and replacement by the responsible governmental entity or utility company of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power and communications. The Association may grant such easements, licenses 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 connecting a unit to a utility, or for the benefit of the Condominium Project, subject, however, to the approval of the Developer so long as the Developer holds any unit available for sale or so long as any additional unit may be created in the Condominium.

(2) Co-owners sharing a Party Wall are each granted reciprocal easements appurtenant over that portion of the other's unit on which the Party Wall is located. Neither co-owner sharing a Party Wall will do anything to weaken, remove or change the location of the Party Wall without the prior written consent of the other co-owner. The Party Wall shall be maintained in a manner consistent with sound building practices and all applicable laws, ordinances and regulations. The cost of any maintenance or repair (including reconstruction) required for the Party Wall shall be shared equally by the co-owners sharing such party wall unless insurance proceeds are available in the case of a casualty loss, in which case the insurance proceeds shall be used; provided, however, that if repairs are required because of some act or omission of either co-owner, or its guests, invitees, employees or business visitors, or the occurrence of a casualty event on that person's property only, such repairs shall be the sole responsibility of that party. If the Party Wall is damaged by fire or other casualty, the Party Wall shall be repaired and restored in accordance with the provisions of the preceding sentence. If either co-owner fails to fulfill its obligation under this paragraph,

the other co-owner, on reasonable notice, may enter upon the other co-owner's land to maintain and repair (including reconstruction) all or any part of the Party Wall. Such easement shall both benefit and burden the properties on which the Party Wall is located.

(3) If no building is built on a Unit, or if any landscapable area exists between the exterior of a building and the boundary of the Unit on which that building is built, an easement shall exist on that Unit, in favor of the Association, for the purpose of installing and maintaining landscaping within that area or on that Unit. This easement shall be subordinate to the right of the owner of that unit to construct a building or other improvements on that unbuild landscapable area, but shall at all times be in effect as to any other area which remains unbuild and landscapable on that Unit. The Association shall exercise its use of the easement in such a manner as to not unreasonably interfere with the owner's use of its unit, or the views from or of its unit.

(4) Co-owners of units with a Shared Roof are each granted reciprocal easements appurtenant over that portion of the others' units on which the Shared Roof is located. No co-owner of a unit with a Shared Roof will do anything to weaken or remove or change the location of the Shared Roof without the prior written consent of the other co-owners of units which share such Shared Roof. The Shared Roof shall be maintained in a manner consistent with sound building practices and all applicable laws, ordinances and regulations. The cost of any maintenance or repair (including reconstruction) required for the Shared Roof shall be shared equally by the co-owners sharing such Shared Roof unless insurance proceeds are available in the case of a casualty loss, in which case the insurance proceeds shall be used; provided, however, that if repairs are required because of some act or omission of a co-owner, or its guests, invitees, employees or business visitors, or the occurrence of a casualty event on that person's property only, and if no insurance proceeds are available, then such repairs shall be the sole responsibility of that party. If the Shared Roof is damaged by fire or other casualty, the Shared Roof shall be repaired and restored in accordance with the provisions of the preceding sentence. If any co-owner fails to fulfill its obligation under this paragraph, the other co-owner sharing such Shared Roof, on reasonable notice, may enter upon the other co-owner's land to maintain and repair (including reconstruction) all or any part of the Shared Roof. Such easement shall both benefit and burden the properties on which the Shared Roof is located.

B. Easements Retained by Developer.

(1) Easements. In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, and its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of the Right-of-Way now or hereafter located in the Condominium Project for the purpose of (a) ingress to and egress from all or any portion of (i) the Condominium Premises, including any property hereafter contracted out of the Condominium; (ii) the Expansion Property, as defined herein, whether or not it is added to the Condominium Premises; and (iii) any other land in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer, (b) complying with any governmental regulation, or installing and servicing the roads, utilities, drains or perimeter fence, as shown on the Condominium Subdivision Plan attached hereto as Exhibit B, or (c) for any other lawful purpose.

(2) Use of Facilities. The Developer, and its duly authorized agents, representatives and employees, may maintain offices and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the development and sale of units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all common elements and unsold units.

(3) **Easements to Be Clear.** No structures will be erected within any Unit which will interfere with the rights of ingress and egress provided above. Any fences, paving or plantings which interfere with the rights of ingress and egress provided above may be removed as necessary when installing or servicing the roads, utilities, drains or perimeter fence, and neither Developer nor Developer's agents will have liability for such removal.

(4) **Drainage.** No changes will be made in the grading of any areas used as drainage swales which would alter surface run-off drainage patterns without the prior written consent of Developer.

(5) **Hook-Up of Utilities.** The Developer reserves for the benefit of itself, and its agents, employees, independent contractors, successors and assigns, and for the benefit of any appropriate governmental entity or utility company, perpetual easements to enter upon and cross the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the property described in Article III hereof to service all or any portion of the Condominium Premises, including any property hereafter contracted out of the Condominium; Expansion Property as defined herein, whether or not it is added to the Condominium Premises; or any other property in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer in furtherance of any lawful purpose.

(6) **Utility Lines.** All electrical service, cable television and telephone lines will be placed underground.

C. Termination of Easements. The Developer reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when a utility easement is relocated to coordinate further and future development of the Condominium Project or other projects located in the vicinity of the Condominium Project. No easement for a utility may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

D. Financial Support of Easements. The Association shall financially support all easements described in this Article VII or otherwise pertaining to the Condominium Project, except the Party Wall easement referred to in Subsection (A)(2), above, regardless of the rights of others to utilize such easements.

ARTICLE VIII ALTERATIONS

A. Boundary Relocations.

(1) As long as the Developer holds any unit available for sale in the Condominium Project, it may, in its discretion, modify the dimensions of any such unit or units, the general common elements, and any limited common element appurtenant to such unit or units, by enlargement, combination, division, or reduction in size or relocation of boundaries between units, even if such action will result in the elimination of a unit from the Condominium Project. However, no such modifications may be performed which would unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any unit owned by a non-Developer co-owner which adjoins or is proximate to the

modified unit. All space in the Condominium Project, since it is or could be affected by such a modification, is hereby designated as "convertible area," whether or not so designated on the Condominium Subdivision Plan. Such space may be converted, in the Developer's sole discretion, into portions of a unit, general common elements or limited common elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefor may be assigned by an amendment to this Master Deed effected solely by Developer without the consent of any other person.

(2) If non-Developer co-owners owning adjoining units, or a non-Developer co-owner and Developer owning adjoining units, desire to relocate the boundaries between those units, then the Board of Directors of the Association shall, upon written application of the co-owners, accompanied by the written approval of all mortgagees of record of the adjoining units, forthwith prepare or cause to be prepared an amendment to this Master Deed duly relocating the boundaries.

B. *Master Deed Amendment.* No unit modified and no land removed in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification or removal is recorded. The Developer or Association may, in connection with any such amendment, readjust percentages of value for all units in a manner which gives recognition to such unit or common element modifications and the method of determination of percentages of value for the Condominium Project described in Article VI. B. above. All of the co-owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have unanimously consented to an amendment or amendments to this Master Deed to effectuate the foregoing, including, subject to the limitations set forth herein, the proportionate reallocation of the percentages of value assigned to each unit if there is a change in the number of units. All such interested persons irrevocably appoint Developer and the Association as their agent and attorney for the purpose of executing such amendment or amendments to the Condominium Documents necessary to effectuate the foregoing.

ARTICLE IX EXPANSION OF CONDOMINIUM

A. *Right to Expand.* The Condominium Project is an expandable condominium project, as that term is defined in the Act. The first phase of the Condominium Project established pursuant to this initial Master Deed consists of 7 units. Other phases may be added later. The Condominium Project will contain in its entirety no more than 10 units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to expand the Condominium Project without the consent of any of the co-owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article IX. The additional land, all or any portion of which may be added to the Condominium Project, is described as follows:

City of Charlevoix, County of Charlevoix, State of Michigan, to wit: Commencing at a point two hundred forty-seven (247) feet west and ninety (90) feet north by seventy-seven (77) degrees west from the intersection of the west line of North Bridge Street with the north line of River Street, thence north ten (10) degrees east one hundred fifty (150) feet; thence north seventy-seven (77) degrees west fifty (50) feet and parallel with River Street aforesaid; thence south ten (10) degrees west one hundred and fifty (150) feet to north line of said River Street; thence south seventy-seven (77) degrees east fifty (50) feet on north line of

said River Street to the place of beginning; the same being a part of Government lot number two (2) of section twenty-six (26) in township thirty-four (34) north, range eight (8) west. Commonly known as: 113 Pine River Lane, Charlevoix, Michigan 49720 Tax Parcel No. 052-126-095-00.

(herein referred to as the "Expansion Property").

B. Restriction upon Expansion. Expansion of the Condominium Project shall occur without restriction under the following conditions:

(1) The right to elect to expand the Project shall expire six (6) years from the date of recording of this Master Deed.

(2) All or any portion of the Expansion Property may be added, but none of it must be added.

(3) There is no limitation as to what portion of the Expansion Property may be added, and any portions added may or may not be contiguous to each other or to the Condominium Project as it exists at the time of any expansion.

(4) Portions of the Expansion Property may be added to the Condominium Project at different times.

(5) The order in which portions of the Expansion Property may be added is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Expansion Property that may be added.

(6) There is no restriction as to the location of any improvements that may be made on any portions of the Expansion Property.

(7) There is no restriction upon the number of condominium units that may be placed on any particular portion of the Expansion Property.

(8) While the Developer presently intends that any expansion will be reasonably compatible with units in Phase I of the Condominium Project, the nature, appearance and location of all additional units, if any, placed upon the Expansion Property, and any structures to be built therein, will be as may be determined by the Developer in its sole judgment without any restrictions whatsoever.

(9) There are no restrictions as to what improvements may be made on the Expansion Property.

(10) There are no restrictions as to the types of condominium units that may be created on the Expansion Property.

(11) The Developer reserves the right, in its sole discretion, to create convertible and contractible area and limited common elements within any portion of the Expansion Property added to the Condominium Project and to designate general common elements which may subsequently be assigned as limited common elements.

(12) The Condominium Project shall be expanded, if it is expanded, by one or a series of successive amendments to this initial Master Deed, each adding additional land to the Condominium Project as then constituted.

(13) All expansion must be carried out in accordance with the provisions of the Act.

C. Procedure for Expansion. Pursuant to this Article IX, and any other provisions of this Master Deed to the contrary notwithstanding, the number of units and the amount of real property in the Condominium Project may, at the sole option of the Developer, or its successors and assigns, from time to time, within a period ending no later than six (6) years from the date of recording hereof, be increased by the addition to this Condominium Project of all or any portion of the Expansion Property and the creation of residential units thereon. Such increase in the size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns.

(1) The percentages of value set forth in Article VI hereof shall be adjusted proportionately in the event of such expansion in order to preserve a total value of 100 percent (100%) for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among the percentages of value and each unit's anticipated allocable expenses of administration.

(2) Such amendment or amendments to the Master Deed shall also contain such further definitions or redefinitions of general or limited common elements as may be necessary to adequately describe the common elements added to the Condominium Project by such amendment. Such amendment or amendments to the Master Deed shall also contain such modifications of general or limited common elements as may be necessary to adequately service the additional units being added to the Condominium Project by such amendment.

(3) All of the co-owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing units which Developer may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments

to the Master Deed and all other documents necessary to effectuate the foregoing.

Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of said Expansion Property as a rental development, a separate condominium project (or projects), or any other form of development.

ARTICLE X AMENDMENT

Except as otherwise expressly provided in this Master Deed, the Condominium Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibits A and B, or any other Condominium Document, be amended, except as follows, or as provided in the Condominium Document sought to be amended.

A. Methods and Conditions.

(1) The Condominium Documents may be amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or mortgagee. The Developer, for itself and for the Association of co-owners (and the Board, to the extent permitted by the Condominium or Association Bylaws), hereby expressly reserves the right to amend the Condominium Documents for such a purpose. Amendments which do not materially alter or change the rights of a co-owner or mortgagee include, but are not limited to, amendments modifying the types and sizes of unsold units and their appurtenant common elements, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective co-owners and to enable the purchase of insurance of such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages.

(2) This Master Deed, the Condominium Bylaws (subject to the restrictions set forth in Article IX thereon, and the Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the co-owners or mortgagees, either pursuant to subsection (7) below or by an affirmative vote of two-thirds ($\frac{2}{3}$) of the votes of the co-owners and two-thirds ($\frac{2}{3}$) of the first mortgagees. A co-owner will have one vote for each unit owned, including, as to the Developer, all units created by the Master Deed but not yet conveyed. A mortgagee shall have one vote for each first mortgage held. The required votes may be achieved by written consents or by votes at any regular annual meeting or a special meeting called for such purpose, or a combination of votes and consents.

(3) The method or formula used to determine the percentage of value of units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner's condominium unit dimensions or appurtenant limited common elements, if any, may not be modified without the co-owner's consent.

(4) In no case, unless (i) all of the first mortgagees, (ii) all co-owners (other than the Developer), and (iii) the Developer (if at the time it owns any units) have given their prior written approval, shall the Association be entitled by any act or omission to seek to abandon or terminate the Condominium Project.

(5) The restrictions contained in this Article X on Amendments shall not in any way affect the rights of the Developer as set forth elsewhere in this Master Deed.

(6) Co-owners and mortgagees of record shall be notified in writing at their addresses reflected on the Condominium records of proposed amendments not less than ten (10) days before the amendment is recorded.

(7) Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

(a) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(b) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements;

(c) To clarify or explain the provisions of this Master Deed or its exhibits;

(d) 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 mortgages on units in the Condominium Premises;

(e) To create, grant, make, define or limit easements affecting the Condominium Premises;

(f) To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built," subject to any limitations or obligations imposed by the Act;

(g) To terminate or eliminate reference to any right which Developer has

reserved to itself herein; and

(h) To make alterations described in Article VIII above, even if the number of units in the Condominium Project would thereby be reduced.

Amendments of the type described in this subsection (7) may be made by the Developer without the consent of co-owners or mortgagees, and any co-owner or mortgagee having an interest in a unit affected by such an amendment shall join with the Developer in amending this Master Deed.

(8) The rights reserved to Developer in this Master Deed or in the Condominium Bylaws attached hereto as Exhibit A may not be amended except by or with the consent of the Developer.

B. Recording.

(1) An amendment to this Master Deed shall not be effective until the amendment is recorded.

(2) A copy of the recorded amendment shall be delivered to each co-owner.

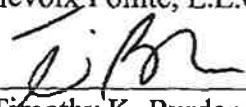
C. Costs. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of co-owners, based upon the Advisory Committee's decision or based upon Article X, Section 4, of the Condominium Bylaws, the costs of which shall be deemed expenses of administration.

*ARTICLE XII
CONTROLLING LAW*

The provisions of the Act, and of the other laws of the State of Michigan and of the United States, shall be applicable to and govern this Master Deed and all activities related hereto.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

Charlevoix Pointe, L.L.C.


By: Timothy K. Burden
Its: Member

STATE OF MICHIGAN

)

)

ss.

COUNTY OF GRAND TRAVERSE

)

The foregoing instrument was acknowledged before me this 19th day of September, 2014, by Timothy K. Burden, the Member of Charlevoix Pointe, L.L.C., a Michigan limited liability company, on behalf of said company.


Notary Public Ginger Blocher
Grand Traverse County, Michigan
Acting in Grand Traverse County, MI
My commission expires: 2/14/2018

THIS MASTER DEED WAS PREPARED BY:

Kurt M. Bowden (P35936)
Bowerman, Bowden, Ford, Clulo & Luyt, P.C.
620-A Woodmere
Traverse City, Michigan 49686
231-941-8048

WHEN RECORDED, RETURN TO PREPARER

EXHIBIT A

*CONDOMINIUM BYLAWS
OF
CHARLEVOIX POINTE CONDOMINIUM*

*ARTICLE I
ASSOCIATION OF CO-OWNERS*

Section 1. Organization. Charlevoix Pointe Condominium, a residential site condominium project located in the City of Charlevoix, Charlevoix County, Michigan (the "Condominium"), shall be administered by an association of co-owners (the "Association") which shall be organized as a not-for-profit corporation under the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Condominium in accordance with the Master Deed and Bylaws of the Condominium, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, and the laws of the State of Michigan.

Section 2. Compliance. All present and future co-owners, mortgagees, lessees and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium Premises, or any unit in the Condominium, shall be subject to and comply with the provisions of the Michigan Condominium Act (Act 59, of the Public Acts of 1978, as amended), and the Condominium Documents including, but not necessarily limited to, any provision thereof pertaining to the use and operation of the Condominium Premises and the property of the Condominium. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease or the act of occupancy of a unit, or presence, in the Condominium shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

Section 3. Purpose of Bylaws. These Bylaws govern the general operation, maintenance, administration, use and occupancy of the Condominium, and all such activities shall be performed in accordance with the provisions hereof.

*ARTICLE II
MEMBERSHIP AND VOTING*

Section 1. Membership. Each co-owner of a unit in the Condominium, present and future, shall be a member of the Association during the term of such ownership, and no other person or entity shall be entitled to membership. Neither membership in the Association nor the share of a member in the funds and assets of the Association shall be assigned, pledged or transferred in any manner, except as an appurtenance to a unit in the Condominium.

Section 2. Voting Rights. Except as otherwise provided in the Master Deed and in these Bylaws, the co-owners of each unit shall collectively be entitled to one vote when voting by number

and one vote, the value of which shall equal the total percentage assigned to the unit or units owned by them in Article VI.B. of the Master Deed, when voting by value. Voting when required or permitted herein, or elsewhere in the Condominium Documents, shall be by value, except in those instances where voting is specifically required to be both in value and in number, and no cumulation of votes shall be permitted.

Section 3. Persons Entitled to Vote. For each unit, the co-owners shall file a written certificate designating one individual representative entitled to cast the vote for the unit and to receive all notices and other communications from the Association. The certificate shall be signed by all of the record owners of the unit and filed with the Secretary of the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned, the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the co-owner thereof, and shall be signed and dated by the co-owners of record. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change occurs in the record ownership of the unit concerned. The Developer shall, at any meeting, be entitled to cast a vote on behalf of each unit it owns without submitting any proof of ownership.

Section 4. Method of Voting. Votes on a specific issue may be cast in person, by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy, or by "electronic transmission" (as that term is defined in the Michigan Nonprofit Corporation Act). Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated, and any adjournment thereof, and must be filed with the Secretary of the Association before the appointed time of the meeting. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment, or appear and vote (either specifically on an issue or by the general designation of a person to cast a vote) by written proxy.

Section 5. Majority. At any meeting of the members at which a quorum is present, fifty-one percent (51%) in value of the co-owners voting, whether in person, by telecommunications or by proxy, on any particular matter, shall constitute a majority for the approval of such matter, except as otherwise required herein, by the Master Deed, or by law.

ARTICLE III MEETINGS AND QUORUM

Section 1. First Meeting of Members. The first meeting of the members of the Association may be convened only by the Board of Directors and may be called at any time upon ten (10) days' written notice to all members. In no event, however, shall the first meeting be held later than: (a) one hundred twenty (120) days after legal or equitable title to Twenty-five (25%) percent of the Condominium units has been conveyed to non-Developer co-owners; or (b) fifty-four (54) months after the first conveyance of legal or equitable title to a Condominium unit to a non-Developer co-owner, whichever first occurs. The Board of Directors may call meetings of members of the Association for informational or other appropriate purposes prior to the first meeting of members,

but no such meeting shall be construed as the first meeting of members. Prior to the first annual meeting, the Developer shall appoint all directors.

Section 2. Advisory Committee. The Developer shall establish an Advisory Committee of non-Developer members upon the passage of (a) one hundred twenty (120) days after legal or equitable title to One-third (1/3) of the Condominium units has been conveyed to non-Developer co-owners; or (b) one (1) year after the initial conveyance of legal or equitable title to a Condominium unit to a non-Developer co-owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors from time to time to facilitate communication with the non-Developer members and to aid in transferring control from the Developer to non-Developer members. The Advisory Committee shall be composed of not less than One (1) nor more than Three (3) non-Developer members, who shall be appointed by the Developer in any manner it selects, and who shall serve at the pleasure of the Developer. The Advisory Committee shall automatically dissolve following the election of a majority of the Board of Directors by non-Developer co-owners. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

Section 3. Annual Meetings of Members. Following the first meeting of members, an annual meeting of the members shall be held each year at the time and place specified in the Association Bylaws. At least ten (10) days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be sent by first-class mail, postage prepaid, to each person entitled to vote at the meeting.

Section 4. Special Meetings of Members. It shall be the duty of the President to call a special meeting of the co-owners upon a petition signed by one-third (1/3), in number, of the co-owners and presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and purposes thereof and shall be given at least ten (10) days prior to the date of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Quorum of Members. Unless otherwise provided herein, the presence, in person or by proxy, of a majority in value of the co-owners entitled to vote shall constitute a quorum of members. If a quorum shall not be present at any meeting, the members present may adjourn the meeting for not more than Thirty (30) days.

Section 6. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer designated by the President in the Secretary's absence) to serve notice of each annual, special or other 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 ten (10) days but not more than sixty (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 certificate required to be filed with the Association by Article II, Section 3, of the Condominium Bylaws shall be deemed notice served. Delivery of notice to such representative by electronic transmission, in the manner authorized by such representative, shall be deemed notice served. Any co-owner may, by written waiver of notice signed by such co-owner, waive such notice,

and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 7. Attendance via Conference Telephone or Similar Communications Equipment. A co-owner may attend and participate in a meeting of co-owners via a conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other; provided that all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Such participation by a co-owner in a meeting shall constitute presence in person at the meeting and such co-owner may vote at the meeting if all of the following are met:

- (a) The notice of the meeting shall include a description of the means of remote communication by which a co-owner may participate.
- (b) The Association reasonably verifies that each person considered present and permitted to vote at the meeting by means of remote communication is a co-owner.
- (c) The Association implements reasonable measures to provide each co-owner a reasonable opportunity to participate in the meeting and to vote on matters submitted to the co-owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings.
- (d) If any co-owner votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association.
- (e) A co-owner may be present and vote at an adjourned meeting of the co-owners by a means of remote communication if he or she was permitted to be present and vote by that means of remote communication in the original meeting.

ARTICLE IV ADMINISTRATION

Section 1. Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Until the initial meeting of members as provided in Article III, Section 1, hereof, the Directors designated by the Incorporator, or their appointed successors, shall serve. The entire Board of Directors shall be elected or appointed at the first meeting of the Association, each annual meeting of the Association and at any meeting of the Association called by the Board of Directors for the particular purpose of electing directors, in the following manner:

(a) Not later than 120 days after conveyance of legal or equitable title to nondeveloper co-owners of 25% of the units that may be created, 1 director (but in any case not less than 25% of the Board of Directors) shall be elected by non-developer co-owners.

(b) Not later than 120 days after conveyance of legal or equitable title to nondeveloper co-owners of 50% of the units that may be created, 1 director (but in any case not less than 33 1/3% of the Board of Directors) shall be elected by non-developer co-owners.

(c) Not later than 120 days after conveyance of legal or equitable title to nondeveloper co-owners of 75% of the units that may be created, and before conveyance of 90% of such units, the nondeveloper 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 developer owns and offers for sale at least 10% of the units in the project or as long as 10% of the units remain that may be created.

(d) If the number of units that may be created is changed, the percentages set forth in subsections (a), (b) and (c) shall be calculated taking into consideration such changes.

(e) All the directors not elected by the non-Developer co-owners pursuant to subsections (a) through (d) inclusive of this Section shall be designated by the Developer.

(f) Notwithstanding the formulae provided in subsections (a) - (c), above, 54 months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the project, if title to not less than 75% of the units that may be created has not been conveyed, the non-Developer co-owners have the right to elect a percentage of members of the Board of Directors of the Association of co-owners equal to the combined percentage of value of the units they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a percentage of members of the Board equal to the combined percentage of value 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. Application of this subsection does not require a change in the size of the Board of Directors.

Whenever the non-Developer members become entitled to elect one or more additional directors pursuant to the above formula, the Board of Directors shall provide due notice of a meeting at which an election of all the directors shall take place. The Board of Directors shall schedule such meeting to occur no later than one hundred twenty (120) days after the non-Developer members become so entitled or, if such meeting would be the first meeting of the Association, as provided in Article III, Section 1, above. A Board of Directors elected pursuant to these provisions shall serve until the earlier of the next annual meeting of the Association or such time as it has been replaced in accordance with the provisions of these

Condominium Bylaws and the Association Bylaws.

Section 2. Powers and Duties. The Association shall have all powers and duties necessary for the administration of the affairs of the Condominium and may do all things which are not prohibited by law or the Condominium Documents or required thereby to be done by the co-owners. The powers and duties to be exercised by the Association through the Board shall include, but shall not be limited to, the power and duty:

(a) To manage and administer the affairs of and to maintain the Condominium, all appurtenances thereto and the common elements, property and easements thereof,

(b) To levy and collect assessments against and from the members of the Association and to use the proceeds therefrom for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings where, in the judgment of the Directors, appropriate;

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

(d) To restore, repair or rebuild the common elements of the Condominium, or any portion thereof, and any improvements located thereon, after the occurrence of a casualty and to negotiate on behalf of co-owners in connection with the taking of the Condominium, or any portion thereof, by eminent domain;

(e) To contract for and employ, supervise, and discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;

(f) To make and amend reasonable rules and regulations consistent with the Michigan Condominium Act, the Master Deed and these Condominium Bylaws affecting co-owners and their tenants, guests, employees and invitees concerning the use and enjoyment of the Condominium and to enforce such regulations by all legal methods, including, but not limited to, the imposition of fines and late payment charges, eviction proceedings or legal proceedings (copies of all such regulations and amendments thereto shall be furnished to all members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative, as provided for in Article II, Section 3 above, of each member, and any such regulation or amendment may be revoked at any time at any duly convened meeting of the Association by the affirmative vote of more than 50 percent (50%) of all members in number and in value, except that the members may not revoke any regulation or amendment prior to the first meeting of the Association);

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, license, rent or lease (as landlord or tenant) any real or personal property, including, but not

limited to, any common elements or unit in the Condominium, easements, rights-of-way or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of generating revenues, providing benefit to the members of the Association or in furtherance of any other appropriate purposes of the Association;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business 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 first be approved by the affirmative vote of two-thirds ($\frac{2}{3}$) of all of the members of the Association in value at a meeting of the members duly called;

(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 Master Deed and Bylaws of the Condominium, and the Articles of Incorporation and such Bylaws, rules and regulations of the Association as may hereafter be adopted, and to sue on behalf of the Condominium or the members and to assert, defend or settle claims on behalf of the members with respect to the Condominium;

(k) To do anything required of or permitted by it as administrator of said Condominium by the Condominium Master Deed or Bylaws or the Michigan Condominium Act, as amended;

(l) To provide services to Co-owners;

(m) 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 the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that, except in the case of licenses, leases or rental arrangements having a duration of one (1) year or less, neither the Board nor the Association shall, by act or omission, abandon, partition, subdivide, encumber, sell or transfer the common elements, or any of them, unless at least two-thirds ($\frac{2}{3}$) of the first mortgages (based upon one (1) vote for each mortgage owned) and two-thirds ($\frac{2}{3}$) of the members in number and value have consented thereto. The Board may, however, grant easements for public utilities or other public purposes consistent with the intended use of the common elements by the Condominium, and no such grant shall be deemed a transfer for the purposes hereof.

Section 3. Managing Agent. The Board may employ, at a compensation established by it, a professional management agent for the Condominium to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties set forth in Section 2 of this Article. A "professional management agent" shall mean a person or organization having proven expertise, either from prior experience or by education, in the operation and management of real property. Prior to the transitional control date, the Developer, or any related person or entity, may serve as professional managing agent if so appointed. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any contract providing for services by the Developer or its affiliates, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon the transitional control date or within ninety (90) days thereafter and upon thirty (30) days' written notice for cause. Upon the transitional control date, or within ninety (90) days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its affiliates. In addition, the Board of Directors may terminate any management contract which extends beyond one (1) year after the transitional control date by providing notice of termination to the management agent at least thirty (30) days before the expiration of the one (1) year.

Section 4. Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to affairs of the Association not inconsistent herewith. Officers may be compensated, but only upon the prior affirmative vote of two-thirds (2/3) of the members.

Section 5. Actions Prior to First Meeting. Subject to the provisions of Section 3 of this Article IV, all of the actions (including, without limitation, the adoption of these Bylaws, the Association Bylaws, any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association designated by its Incorporator, or their appointed successors, before the first meeting of members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 6. Indemnification of Officers and Directors. The Association shall indemnify every Association director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him as a consequence of his being made a party to or being threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of his being or having been a director or officer of the Association, except in such cases wherein he is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties or adjudged to have not

acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and its members, and with respect to any criminal action or proceeding, he is adjudged to have had no reasonable cause to believe that his conduct was unlawful; provided that, if a director or officer claims reimbursement or indemnification hereunder based upon his settlement of a matter, he shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the members request it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors shall notify all members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

ARTICLE V

OPERATION OF THE PROPERTY

Section 1. Personal 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 2. Costs and Receipts to Be Common. All costs incurred by the Association in satisfaction of any liability arising within, or caused by or in connection with, the common elements or the administration of the Condominium shall be Expenses of Administration (as defined in subsection 4 below). All sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the general common elements or the administration of the Condominium shall be receipts of administration.

Section 3. Books of Account. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts affecting administration of the Condominium. Such books of account shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association of co-owners and shall be open for inspection by the co-owners and their mortgagees during reasonable working hours on normal working days at a place to be designated by the Association. The books of account shall be audited at least annually by independent accountants, but such audit need not be a certified audit, nor must the accountants be certified public accountants. The cost of such audit, and all accounting expenses, shall be an Expense of Administration. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive a copy of the audit report within ninety (90) days following the end of the Association's fiscal year upon request therefor. At least once a year, the Association shall prepare and distribute to each co-owner a statement of its financial

condition, the contents of which shall be defined by the Association.

Section 4. Regular Assessments. The Board shall establish an annual budget in advance for each fiscal year for the Condominium, and such budget shall contain a statement of the estimated funds required to defray the Expenses of Administration for the forthcoming year, which shall mean all items specifically defined as such in these Bylaws and all other common expenses. The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation, management and maintenance of the Condominium Project to the extent of the powers and duties delegated to it hereunder, and in the Master Deed, and shall include, without limitation, amounts to be set aside for working capital of the Condominium, the cost of fulfilling the Association's maintenance, repair and replacement responsibilities, management wages, fees and salaries, common area utilities, common area landscaping maintenance and replacement, common area cleaning, supplies, snow removal, licenses and permits, banking, legal and accounting fees, insurance, and creation and maintenance of an appropriate reserve fund. Each purchaser of a unit in the Condominium is required to pay the Association an amount equal to Three (3) months' regular assessment as a nonrefundable working capital contribution. As provided in Section 11 below, an adequate reserve fund for maintenance, repair and replacement of the general common elements must be established in the budget and must be funded by regular assessments rather than by special assessments. The budget shall also allocate and assess all Expenses of Administration against all co-owners in accordance with the percentage of value allocated to each unit by the Master Deed, without increase or decrease for the existence of any rights to the use of the common elements.

The Board shall advise each non-Developer co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all co-owners, although failure to deliver a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. All assessments levied in accordance with the foregoing provisions of this Section 4 shall be payable by the non-Developer co-owners in twelve (12) equal monthly installments, commencing with acquisition of legal or equitable title to a unit by any means. The Board may, in its sole discretion, elect to collect the regular assessments on a quarterly basis. Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide for the maintenance, repair or replacement of existing common elements, (3) to provide additions to the general common elements not exceeding Five thousand Dollars (\$5,000.00) annually, or (4) to provide for emergencies, the Board shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem to be necessary. Such assessments shall be payable when and as the Board shall determine.

Any sums owed to the Association by any individual co-owner may be assessed to and collected from the responsible co-owner as an addition to the regular assessment

installment next coming due. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association or its members.

Section 5. Special Assessments. Special assessments, in addition to those provided for in Section 4 above, may be levied by the Board from time to time, following approval by the co-owners as hereinafter provided, to meet other needs, requirements or desires of the Association, including, but not limited to, (1) assessments for capital improvements for additions to the general common elements at a cost exceeding Five thousand Dollars (\$5,000.00) per year, (2) assessments to purchase a unit upon foreclosure of the lien for assessments as described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 5 (but not including regular assessments referred to in Section 4 above, which shall be levied in the sole discretion of the Board) shall not be levied without the prior approval of two-thirds ($\frac{2}{3}$) of all members in value and in number, which approval shall be granted only by a vote of the co-owners taken at a meeting of the co-owners called in accordance with the provisions of Article III hereof. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association or its members.

Section 6. Collection of Assessments. When used in this Section 6 and Section 12 below, and wherever else appropriate in these Condominium Bylaws, the term "assessment" shall include all regular monthly and special assessments referred to in Sections 4 and 5 above and, in addition, all other charges whatsoever levied by the Association against any co-owner. This Section 6 is designed to provide the Association with a vehicle for collection.

Each co-owner, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments levied with regard to his unit during the time that he is the owner thereof. If any co-owner defaults in paying an assessment, interest at the maximum legal rate shall be charged on such assessment from the due date and further penalties or proceedings may be instituted by the Board in its discretion. The payment of an assessment shall be in default if such assessment is not paid in full on or before the due date established by the Board for such payment. 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 may also discontinue the furnishing of any services to a co-owner in default upon seven (7) days' written notice to such co-owner of its intent to do so. A co-owner in default on the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues. The Board may, but need not, report such a default to any first mortgagee of record; provided, however, that if such default is not cured within sixty (60) days, the Association

shall give the notice required by Section 2 of Article IX of these Condominium Bylaws. Any first mortgagee of a unit in the Condominium may consider a default in the payment of any assessment a default in the payment of its mortgage. When a co-owner is in arrearage to the Association for assessments, the Association may give written notice of arrearage to any person occupying his unit under a lease or rental agreement, and such person, 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 be a breach of the rental agreement or lease by the occupant.

Unpaid assessments shall constitute a lien upon the unit prior to all other liens except unpaid ad valorem real estate taxes and special assessments imposed by a governmental entity and sums unpaid on a first mortgage of record. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each co-owner, and every other person, except a first mortgagee, who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a "power of sale." Further, each co-owner and every other person, except a first mortgagee, who from time to time has any interest in the Condominium 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 is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each co-owner acknowledges that at the time of acquiring title to his unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after the mailing of a written notice that an assessment, or any part thereof, levied against his unit is delinquent, and the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such notice shall be mailed by certified mail, return receipt requested, and postage prepaid, and shall be addressed to the individual representative of the delinquent co-owner designated in the certificate filed with the Association pursuant to Section 3 of Article II above, at the address set forth in such certificate or at his last known address. 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, attorneys' fees and future assessments), (iv) the legal description of the subject unit, and (v) the name of the co-owner of record. Such affidavit shall be recorded in the Office of the Register of Deeds for the County in which the Condominium Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the individual representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on his unit. In 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, and each co-owner hereby consents to the appointment of such a receiver. The Association may purchase a unit at any foreclosure sale hereunder.

If the holder of a first mortgage on a unit in the Condominium obtains title to the unit as a result of foreclosure of the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the unit which became due prior to the acquisition of title to the unit by such person; provided, however, that such unpaid assessments shall be deemed to be common expenses collectible from all of the unit owners including such person, its successors and assigns, and that all assessments chargeable to the unit subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all co-owners.

Section 7. Obligations of the Developer. The Developer will maintain the units it owns and pay a pro rata share of the expenses of snow removal and road and fence maintenance. The Developer's pro rata share of these expenses will be based upon the ratio of all units owned by the Developer excluding any units on which there is a completed residence at the time the expense is incurred to the total number of units then in the Condominium Project. The Developer, although a co-owner and a member of the Association, will not be responsible at any time for payment of any regular or special assessment, except for units on which there is a completed residence with respect to which a certificate of occupancy has been issued by the City of Charlevoix. In no case shall the Developer be responsible for paying any assessment levied in whole or in part to finance any litigation or other claims against the Developer, any cost of investigating and preparing such claim, or any similar or related cost.

Section 8. Access; Maintenance and Repair. The Association or its agent shall have access to each unit, except any residence constructed thereon, from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the general common elements located therein

or accessible therefrom. The Association or its agent shall also have access to each unit, including any residence located thereon, upon reasonable notice, for the purpose of performing any maintenance or making any repairs, including but not limited to reconstruction and repair which a co-owner is obligated to perform pursuant to this Section and pursuant to Article VI, Section 3, subsection d, below, in the event that such co-owner fails to timely perform such maintenance, repair or reconstruction. The Association or its agent shall also have access to each unit, including any residence located thereon, at all times without notice for making emergency repairs necessary to prevent damage to other units, the common elements, or both.

It shall be the responsibility of each co-owner to provide the Association means of emergency access to the residence and other structures located within his unit 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 the residence or other structure caused thereby or for repair or replacement of any doors or windows damaged in gaining such access, all of which shall be the responsibility of such co-owner.

Each co-owner shall repair, replace, decorate and maintain his unit and any limited common elements appurtenant thereto in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements or any improvements located on or within a common element which is 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 guests, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility. (If full reimbursement to the Association is excluded by virtue of a deductible provision, the responsible co-owner shall bear the expense to the extent of the deductible amount, anything else in these Bylaws to the contrary notwithstanding.)

The provisions of this Section 8 shall be subject to those of Article VI, Sections 1–3, inclusive, in the event of repair or replacement on account of a casualty loss.

Section 9. Taxes. Subsequent to the year in which the Condominium is established, all governmental special assessments and property taxes shall be assessed against the individual units and not upon the total property of the Condominium or any part thereof. Taxes and governmental special assessments which have become a lien against the property of the Condominium in the year of its establishment (as provided in Section 13 of the Act) shall be Expenses of Administration and shall be paid by the Association. Each unit shall be assessed a percentage of the total bill for such taxes and assessments equal to the percentage of value allocated to it in the Master Deed, and the owner thereof shall reimburse the Association for his unit's share of such bill within ten (10) days after he has been tendered

a statement therefor.

Section 10. Documents to Be Kept. The Association shall keep current copies of the approved Master Deed, and all amendments thereto, and other Condominium Documents available at reasonable hours to co-owners, mortgagees, prospective purchasers and prospective mortgagees of units in the Condominium.

Section 11. Reserve for Major Repairs and Replacement. The Association shall maintain a reserve fund for major repairs and replacement of common elements in an amount equal to at least ten percent (10%) of the Association's current annual budget on a noncumulative basis. Moneys in the reserve fund shall be used only for major repairs and replacement of common elements. The minimum standards required by this section may prove inadequate for a 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.

Section 12. Statement of Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any unit may request a statement from the Association as to the outstanding amount of any unpaid assessments thereon, whether regular or special or resulting from unpaid charges. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the unit itself.

ARTICLE VI

INSURANCE; REPAIR OR REPLACEMENT; CONDEMNATION; CONSTRUCTION LIENS

Section 1. Insurance. The Association shall, to the extent appropriate given the nature of the common elements, carry vandalism and malicious mischief and liability insurance (including, without limitation, Directors' and Officers' coverage), workers' compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the common elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of co-owners. It shall be each co-owner's responsibility to obtain insurance coverage for his property located within the boundaries of his unit or elsewhere in the Condominium, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried pursuant to the terms of this Article VI shall contain appropriate provisions by which the insurer waives its right of subrogation as to any claims against any co-owner or the Association, and, subject to the provisions of Article V, Section 8, hereof, the Association and each co-owner hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any co-owner, and vice versa.

(b) The Association may carry fidelity bond insurance in such limits as the Board shall determine upon all officers and employees of the Association who in the course of their duties may reasonably be expected to handle funds of the Association or any co-owners.

(c) Each co-owner shall obtain and maintain fire and extended coverage and vandalism and malicious mischief insurance with respect to his residence and all other improvements constructed or to be constructed, and for his personal property located, within the boundaries of his Condominium unit or elsewhere in the Condominium Project. All such insurance will be carried by each co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and shall name the Association as an additional loss payee to assure compliance with Article VI, Section 3, below. All policies of insurance required to be carried by each co-owner shall provide, by endorsement or otherwise, that such insurance may not be canceled, terminated, amended or modified for any reason whatsoever, except upon thirty (30) days' prior written notice to the Association. Each co-owner shall deliver to the Association either duplicate originals of the aforesaid policies or certificates evidencing each such insurance coverage, together with evidence of payment for the policies. If a certificate is provided, it shall evidence the loss payee status of the Association, and contain a statement substantially in the form of the third sentence of this subsection (c). In the event of the failure of a co-owner to obtain such insurance, the Association shall obtain such insurance on behalf of such co-owner and the premiums therefor will constitute a lien against the co-owner's unit which shall be collected from the co-owner in the same manner that Association assessments are collected in accordance with Article V. Each co-owner also will be obligated to obtain insurance coverage for his personal liability for occurrences within the boundaries of his unit (including within the residence located thereon), the limited common elements appurtenant to his unit, and also for alternative living expense in the event of fire.

(d) All insurance carried hereunder shall, to the extent possible, provide for cross-coverage of claims by one insured against another.

(e) All premiums upon insurance purchased by the Association pursuant to these Bylaws, except pursuant to subsection (c) above, shall be Expenses of Administration.

(f) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, 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 Section 3 of this Article, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium Project unless all of the holders of first mortgages on units in the Condominium have given their prior written approval.

Section 2. Appointment of Association. Each co-owner, by ownership of a unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium and the common elements thereof. Without limiting 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-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

Section 3. Reconstruction or Repair. If any part of the Condominium shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a general or limited common element, a unit or a residence located within a unit, the property shall be rebuilt or repaired if a residence located within any unit in the Condominium is tenantable, unless the Condominium Project is terminated in accordance with subsection 4 of Section A of Article XI of the Master Deed.

(b) If the Condominium is so damaged that no residence located within any unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless at least two-thirds ($\frac{2}{3}$) of the first mortgagees and two-thirds ($\frac{2}{3}$) of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

(c) Any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Condominium, and for a residence within any unit, substantially in accordance with the plans and specifications previously approved by the Association or Developer for that unit, to a condition as comparable as possible to the condition existing prior to damage unless two-thirds ($\frac{2}{3}$) of the co-owners and two-thirds ($\frac{2}{3}$) of the first mortgagees agree otherwise by a vote or in writing.

(d) If the damage is only to a unit, to a structure or improvement located within a unit, or to a limited common element appurtenant to a unit for which the owner of that unit is responsible for repairs and replacement, it shall be the responsibility of the co-owner of the unit to repair such damage. If the damage is to a Party Wall, it shall be the responsibility of the co-owners of the units sharing such Party Wall to repair such damage. If the damage is to a Shared Roof, it shall be the responsibility of the co-owners of the units sharing such Shared Roof to repair such damage. In all other cases, except as provided in this subsection, the responsibility for reconstruction and repair shall be that of the Association. The foregoing notwithstanding, in the event that a co-owner fails to timely perform such repairs and replacement for which such co-owner is responsible pursuant to this subsection, the Association shall use such co-owner's insurance proceeds to perform such repairs as are necessary to return such co-owner's residence or other improvements to a structurally sound condition and to the appearance required by Article VI, Section 3, subsection c, hereof, and, if such proceeds are insufficient for such purpose then any additional expenditure by the Association will constitute a lien against the co-owner's unit which shall be collected from the co-owner in the same manner that Association assessments are collected in accordance with Article V.

(e) Except as otherwise provided herein, the Association shall be responsible for the reconstruction and repair of the general and limited common elements. The Association shall receive all insurance proceeds and be responsible for all reconstruction and repair activity to the extent of such proceeds. Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage.

(f) Any proceeds of casualty insurance required to be maintained pursuant to these Bylaws, whether received by the Association or a co-owner, shall be used for the reconstruction or repair when reconstruction or repair is required by these Bylaws. If the proceeds of insurance are not sufficient to pay the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, an assessment shall be made against the responsible co-owner or, if there is no responsible co-owner, then assessments 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. Such assessments shall be levied

in the same manner as the assessments described in Article V, Section 4, hereof, and shall be payable when and as the Board shall determine.

(g) If damage within the Condominium impairs the appearance of the Condominium, the Association or the co-owner responsible for the reconstruction and repair of the damage will proceed with the repair, reconstruction or replacement of the damaged item without delay, and will complete such repair, reconstruction or replacement within six (6) months after the date of the occurrence which caused the damage.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) The Association, acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of general common elements. Any negotiated settlement shall be subject to the approval of at least two-thirds ($\frac{2}{3}$) of the co-owners in value and shall thereupon be binding on all co-owners.

(b) If an entire unit is taken by eminent domain, the award for such taking shall be paid to the Association for the benefit of the owner of such unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the co-owner and his mortgagee, they shall be divested of all interest in the Condominium. The undivided interest in the common elements belonging to the co-owner whose unit has been taken shall thereafter appertain to the remaining units, including those restored or reconstructed under the provisions of this section.

(c) In the event of a partial taking of any unit, any condemnation award shall be paid by the condemning authority to the Association on behalf of the co-owner of the unit and his mortgagee, as their interests may appear. If part of the residence located within the unit is taken, the co-owner shall, if practical, and using the award, rebuild the same to the extent necessary to make it habitable or usable. If it is not practical to rebuild the residence within the boundaries of the unit, the entire undivided interest in the common elements appertaining to that Condominium unit shall thenceforth appertain to the remaining Condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that Condominium unit shall thenceforth be a common element.

(d) 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 Association, and the affirmative vote of at least two-thirds ($\frac{2}{3}$) of the co-owners in value at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set

forth in Article VI of the Master Deed.

(e) If the Condominium Project continues after a 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 VI 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 a continuing value for the Condominium of one hundred percent (100%). Such amendment may be effectuated 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-owners.

(f) If any unit in the Condominium, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a first mortgage lien on any of the affected units, if the Association earlier received the notice of mortgage required by Section 1 of Article IX hereof. If the common elements or any portion thereof are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the Association shall so notify each holder of a first mortgage lien on any of the affected units, if the Association earlier received the notice of mortgage required by Section I of Article IX hereof.

(g) Votes in the Association of co-owners and liability for future Expenses of Administration appertaining to a Condominium unit taken or partially taken (but which is not practical to rebuild) by eminent domain shall thenceforth appertain to the remaining Condominium units, being allocated to them in proportion to their relative voting strength in the Association.

Section 5. Construction Liens. The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any unit thereof:

(a) Except as provided below, a construction lien for work performed on or beneath a Condominium unit, including that portion of a driveway built thereon, at the request of a co-owner, may attach only to the unit upon or for the benefit of which the work was performed. A construction lien for work performed in constructing a residence or other structure within a unit may attach to the residence or structure constructed.

(b) A construction lien for work authorized by the Developer or principal contractor, except at the request of a co-owner, and performed upon the common elements may attach only to units owned by the Developer at the time the work is performed.

(c) A construction lien for work authorized by the Association of co-owners

may attach to each unit only to the proportionate extent that the co-owner of the unit is required to contribute to the Expenses of Administration as provided by the Condominium Documents.

(d) A construction lien may not arise or attach to a unit for work performed on the common elements not contracted for by the Developer or the Association of co-owners, except as provided in subsection (a) above.

If a co-owner is advised or otherwise learns of a purported construction lien contrary to the foregoing, he shall immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board shall take appropriate measures to remove any cloud on the title of units improperly affected thereby.

Section 6. Mortgagees. 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, common elements or both.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. Establishment of Restrictions. In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the units therein, the use of Condominium property shall be subject to the limitations set forth below:

A. Property Subject to These Restrictions.

(i) *Phase I.* All of the units of Charlevoix Pointe Condominium are and shall remain subject to these restrictions.

(ii) *Expansion Property.* Developer, or its successors or assigns, has the right to expand Charlevoix Pointe Condominium by adding all or any portion of the Expansion Property to the Condominium in the manner provided in the Master Deed. Any such property added may become subject to the terms and conditions hereof, or Developer may at its option record alternative or supplemental restrictions with respect to any such property added to the Condominium.

B. Building and Use Restrictions.

(i) *Residential Use.* All units shall be used for single-family residential purposes only. For the purposes hereof, "single-family" means (a) not more than two persons, whether or not related by blood or marriage; or, alternatively, but not cumulatively, (b)(1)

a man or a woman (or a man and woman living together as a husband and wife), (2) the children of either and of both of them, and/or (3) the parents of either but not both of them, and no other persons; or (c) such other definition as is required by applicable law. No more than one residential unit may exist within any unit. No business, commercial, manufacturing, service or rental enterprise shall be conducted within any unit. No garage, recreational vehicle, basement, tent, shack, storage barn or similar type structure shall be used at any time as a residence, temporarily or permanently.

(ii) *Home Occupations.* Although all units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupation, there must be (a) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodities sold within the unit; (c) no person employed other than a member of the immediate family residing within the unit; and (d) no mechanical or electrical equipment used, other than personal computers and other office-type equipment.

(iii) *Animals.* No animals or fowl shall be kept or maintained on any unit at any time except for one domestic dog, one domestic cat, and/or two caged birds. No savage or dangerous animal shall be kept and no animal shall be kept at the Condominium for breeding or for any other commercial purpose. All pets shall be registered with the Association and shall be kept in compliance with rules and regulations established by the Association.

Any pets kept at the Condominium shall have such care and restraint as not to become obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements. Each unit owner and each occupant must promptly pick up and dispose of any waste deposited by such owner's or occupant's animal. No animal waste may be placed in any common waste receptacle other than a dumpster.

The Association may charge additional assessments to Co-owners maintaining animals if the Association determines that such assessment is necessary to defray the cost to the Association of accommodating the animals. Any person who causes an animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association for any damage, loss or liability which might accrue to the Association as a result of the presence of such animal in the Condominium. The Association may, without liability to the owner, remove or cause to be removed from the Condominium any animal which is determined to be in violation of these restrictions or of the rules and regulations established by the Association.

(iv) *Trash*. No trash, garbage or rubbish of any kind shall be placed within any unit, except in sanitary containers for removal. All sanitary containers shall be kept in a clean and sanitary condition and shall be kept in an inconspicuous area of that unit, as designated by Developer or the Association, except as necessary to allow for trash collection.

(v) *Approval of Construction*. The Developer in designing Charlevoix Pointe Condominium, including the location and contour of the streets, has taken into consideration the following criteria:

(a) Charlevoix Pointe Condominium is designed for residential living.

(b) The construction site within each of the units should be located so as to preserve the existing trees and contours where practicable.

(c) The architecture of the residence located within any unit should be compatible with the criteria as established hereby and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within Charlevoix Pointe Condominium.

Consequently, the Developer reserves the power to control the buildings, structures and other improvements placed within each unit, as well as to make such exceptions to these restrictions as the Developer may deem necessary and proper. No building, wall, swimming pool or other structure will be placed within a unit unless and until the builder or contractor and the plans and specifications therefor showing the nature, kind, shape, height, color, materials, and location of the improvements (including floor plan and exterior colors) and the plot plan (including elevations) have been approved by the Developer, and no changes in or deviations from such builder or contractor and plans and specifications as approved will be made without the prior written consent of the Developer. Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant. Each such building, wall, swimming pool or structure will be placed within a unit only in accordance with the plans and specifications and plot plan as approved by the Developer. No modular homes shall be placed within any unit. Refusal to approve a builder or contractor or plans and specifications by the Developer may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seems sufficient. No alteration in the exterior appearance of any building, wall, swimming pool or other structures constructed with such approval will be made without like approval of the Developer. Approval of plans and specifications for reasonable modifications to provide handicap access pursuant to state or federal law shall not be unreasonably withheld. If the Developer fails to approve or disapprove any builder or contractor or plans and specifications within thirty (30) days after written request therefor, then such approval will not be required; provided that any builder or contractor is properly

licensed by the State of Michigan and that any building, wall, swimming pool or other structure will be erected entirely within the boundaries of a unit and does not violate any of the covenants, restrictions or conditions set forth herein or adopted by the Association. The Developer will not be responsible for any negligence or misconduct of the builder or contractor or for any defects in any plans or specifications or in any building or structure erected by such builder or contractor according to such plans and specifications or in any changes in drainage resulting from such construction.

(vi) *Exterior Maintenance.* Each owner shall maintain the exterior of all improvements in any unit and the unit itself in a neat and attractive manner, and in good condition and repair.

(vii) *Recreational and Commercial Vehicles.* No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobile trailers or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored on the Condominium Premises unless parked in a garage with the door completely closed or unless present for temporary loading or unloading purposes. No inoperable vehicles of any type may be brought or stored on the Condominium Premises, either temporarily or permanently, unless within a garage with the door completely closed. Commercial vehicles shall not be parked on the Condominium Premises (unless fully inside a garage with the door completely closed) except while making deliveries or pick-ups in the normal course of business or for construction purposes. No commercial vehicles of any nature will be parked overnight on the Condominium Premises, except in a completely closed garage, without the prior written consent of the Developer. Any truck over ¾-ton and any vehicle with a company name or other advertising or commercial designation will be considered a commercial vehicle. No vehicle may be parked overnight on any road, except as permitted by the Association in accordance with any rules or regulations adopted by the Association.

(viii) *Fences.* No owner may install within his unit a fence of any type unless approved in writing by the Developer or the Association.

(ix) *Antennae.* No owner may install within his unit a satellite dish or television antenna unless approved in writing by the Developer or the Association.

(x) *Furniture; Equipment.* No item of equipment, furniture or any other large movable item shall be kept within any unit outside a building, except lawn furniture or picnic tables, provided the same are kept in neat and good condition. All other items, such as lawn mowers, snowmobiles and dune buggies, shall be stored in a garage.

(xi) *Nuisances.* No owner of any unit will do or permit to be done any act or condition within his unit which may be or is or may become a nuisance. No unit will be used in whole or in part for the storage of rubbish of any character whatsoever (except

normal household trash until the next trash collection day), nor for the storage of any property or thing that will cause the unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing or material be kept within any unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding units. No unsightly objects will be allowed to be placed or suffered to remain anywhere within a unit. If any owner of any unit fails or refuses to keep his unit free from refuse piles or other unsightly objects, then the Developer or the Association may enter the unit and remove the same and such entry will not be a trespass. The owner of the unit will reimburse the Developer or Association for all costs of such removal.

(xii) *Completion of Construction and Stabilization of Soil.* Construction once commenced within any unit must be completed within twelve (12) months from the date of commencement, and within said period the soil within such unit must be completely stabilized by grading and seeding of a lawn or other ground cover growth so as to prevent any soil blow area or soil erosion; provided that this provision shall neither prevent nor prohibit any owner from maintaining open areas for the planting of trees, shrubbery or a flower garden, but any such open area shall be controlled so as to prevent blowing or erosion of soil therefrom.

(xiii) *Compliance with Laws.* No owner shall take any action on or with respect to his unit that violates any federal, state or local statute, regulation, rule or ordinance.

(xiv) *Signs.* No signs or other advertising devices shall be displayed which are visible from the exterior of a unit, including "For Sale" or "For Rent" signs, without written permission from the Association.

C. Developer's Rights and Responsibilities. Developer may assign, in whole or in part, its rights and responsibilities hereunder to the Association, and when the last unit in the Condominium Project has been conveyed, this assignment shall occur automatically.

D. Enforcement of Restrictions. The Association's costs of exercising its rights and administering its responsibilities hereunder shall be Expenses of Administration (as defined in Article V above), provided that the Association shall be entitled to recover its costs of proceeding against a breach by a co-owner as provided in Article XII, subsection l(b) below.

E. Developer's Option to Repurchase. If construction of a residence within a unit, by an approved builder and pursuant to approved plans and specifications, is not commenced within two (2) years from the date the first owner other than the Developer first acquires legal or equitable title to such unit, unless such two (2) year period is extended in writing by the Developer, the Developer will have the option to purchase back the unit from

the then current owner. The Developer's option to purchase back the unit will continue until such time as construction is commenced for a residence which has been approved as provided by these restrictions. The option will be exercised by written notice to the owner of record of the unit, and the purchase price will be equal to the net cash proceeds (sale price less realtor's fee, if any) received by the Developer from the original sale of the unit, without increase for interest or any other charge. The Developer will also notify any mortgagee of the unit, as reflected in the records of the Association pursuant to Article IX below. If the option is exercised, Developer is to receive marketable title by warranty deed subject only to restrictions or encumbrances affecting the unit on the earlier of the date of the land contract or date of conveyance by the Developer and with all taxes and assessments which are due and payable or a lien on the unit, and any other amounts which are a lien against the unit, paid as of the date of conveyance back to the Developer. The closing of the purchase back shall occur at a place and time specified by the Developer not later than sixty (60) days after the date of exercise of the option. The then current owner of the unit will take such actions and shall execute such documents, including a warranty deed to the unit, as the attorney for the Developer will deem reasonably necessary to convey marketable title to the unit to the Developer, free and clear of all liens and encumbrances as aforesaid.

F. General Provisions.

(i) *Zoning*. All restrictions imposed by the City of Charlevoix Zoning Ordinance, as it applies to the zoning district in which the Condominium is located, shall apply to all units in Charlevoix Pointe Condominium except that if the Developer or the Association has imposed more stringent restrictions, those restrictions shall apply in place of the City of Charlevoix's restrictions.

(ii) *No Gift or Dedication*. Nothing herein contained will be deemed to be a gift or dedication of any portion of the units or other areas in Charlevoix Pointe Condominium to the general public or for any public purposes whatsoever, it being the intention of the Developer that these restrictions will be strictly limited to the purposes herein specifically expressed.

(iii) *No Third-Party Beneficiaries*. No third party, except grantees, heirs, representatives, successors and assigns of the Developer, as provided herein, will be a beneficiary of any provision set forth herein.

(iv) *Handicapped Persons*. Reasonable accommodations in the rules, policies and practices of the Condominium will be made as required by the Federal Fair Housing Act to accommodate handicapped persons.

Section 2. Persons Subject to Restrictions. All present and future co-owners, tenants and any other persons or occupants using the facilities of the Condominium in any manner are subject to and shall comply with the Act, the Master Deed, these Condominium Bylaws

and the Articles of Incorporation, Bylaws, rules and regulations of the Association.

Section 3. Enforcement. A breach of any provision contained in Section 1 of this Article VII shall constitute a breach of these Bylaws and may be enforced pursuant to the terms of these Bylaws.

ARTICLE VIII LEASES

Section 1. Notice of Intent to Lease. A co-owner, including the Developer, desiring to rent or lease a Condominium unit for a period of longer than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (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 Developer proposes to rent any Condominium unit before the transitional control date, Developer shall notify either the advisory committee or each co-owner in writing. For security purposes, all non-co-owner occupants shall register their presence with the Association prior to taking occupancy and shall notify the Association upon departure.

Section 2. Conduct of Tenants. All tenants and non-co-owner occupants shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act. If the Association determines that a tenant or non-co-owner occupant has failed to comply with the conditions of the Condominium Documents or the provisions of the Act, the Association may advise the appropriate member by certified mail of the alleged violation by a person occupying his unit. The member shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred. If after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, or the members may institute, derivatively on behalf of the Association if it is under the control of the Developer, an action for eviction against the tenant or non-co-owner occupant and, simultaneously, for money damages against the member and tenant or non-co-owner occupant for the breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this section may be by any appropriate proceeding. The Association may hold both the tenant or non-co-owner occupant and the member liable for the damages caused to the Condominium.

ARTICLE IX MORTGAGES

Section 1. Notice of Mortgage. A co-owner who mortgages a unit shall notify the Association of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Association, which shall maintain such information in a book entitled "Mortgages of Units." If the Association does not receive such notice, it shall be relieved of any duty to provide the mortgagee any notice required by the Master Deed or

these Bylaws.

Section 2. Notice of Default. The Association shall give to the holder of any first mortgage covering any unit in the Condominium Project written notification of any default in the performance of the obligations of the co-owner of such unit that is not cured within sixty (60) days if such mortgagee has, in writing, requested the Association to report such defaults to it.

Section 3. Notice of Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the general common elements of the Condominium against vandalism and malicious mischief and the amounts of such coverage.

Section 4. Notice of Meetings. Upon a 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.

Section 5. Acquisition of Title by First Mortgagee. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, or deed in lieu thereof, shall not be liable for such unit's unpaid assessments which accrue prior to acquisition of title by the mortgagee, except to the extent provided in Article V, Section 6, above.

ARTICLE X 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 by one-third ($\frac{1}{3}$) or more of the members in number or in value by an instrument in writing signed by them.

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

Section 3. Vote Required. These Condominium Bylaws may be amended by an affirmative vote of two-thirds ($\frac{2}{3}$) of the members in number and in value and two-thirds ($\frac{2}{3}$) of all first mortgagees at any regular meeting or special meeting called for such purpose, except that the method or formula used to determine the percentage of value of units in the Condominium Project and any provisions relating to the ability or terms under which a co-owner may rent a unit may not be modified or amended without the consent of each affected member and mortgagee. For purposes of such voting, each co-owner will get one (1) vote for each unit owned, including as to the Developer all units created by the Master Deed but not

yet conveyed. Each mortgagee shall get one (1) vote for each first mortgage held.

Section 4. Amendments Not Materially Changing Condominium Bylaws. The Developer or Board of Directors may enact amendments to these Condominium Bylaws without the approval of any member or mortgagee, provided that such amendments shall not materially alter or change the rights of a member or mortgagee. The Developer may also enact amendments to these Condominium Bylaws as provided in the Master Deed.

Section 5. Effective Date. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located.

Section 6. Costs of Amendments. Any person causing or requesting an amendment to these Condominium Bylaws shall be responsible for the costs and expenses of considering, adopting, preparing and recording such amendment except as provided in Article XI.C. of the Master Deed.

Section 7. Notice; Copies to Be Distributed. Members and mortgagees of record of Condominium units shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded. A copy of each amendment to the Bylaws shall be furnished to every member after recording; 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 Condominium Project regardless of whether such persons actually receive a copy of the amendment.

ARTICLE XI DEFINITIONS

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

ARTICLE XII REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a co-owner shall entitle the Association or another co-owner or co-owners to the following relief:

(a) 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 any 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.

(b) In any proceeding arising because of an alleged default by any co-owner or the failure of any co-owner to abide by the provisions of the Condominium Documents, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' 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 attorneys' fees.

(c) Such other reasonable remedies as are provided in the rules and regulations promulgated by the Board of Directors, including, without limitation, the levying of fines against co-owners after notice and opportunity for hearing, as provided in the rules and regulations of the Association, and the imposition of late charges for nonpayment of assessments.

(d) 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 or 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.

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

Section 3. Rights Cumulative. 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 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 4. Hearing. Prior to the imposition of any fine or other penalty hereunder, the offending unit owner shall be given a reasonable opportunity to appear before the Board and be heard. Following any such hearing, the Board shall prepare a written decision and place it in the permanent records of the Association.

ARTICLE XIII ARBITRATION

Section 1. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Condominium Bylaws or Management Agreement, if any, or to any disputes, claims or grievances arising among or between the co-owners or between such co-owners and the Association shall, upon the

election and written consent of all the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration, and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration.

The arbiter may be either an attorney acceptable to both parties or a panel of three (3) individuals, at least one (1) of whom shall be an attorney. The panel shall be composed of one (1) individual appointed by the co-owner and one (1) individual appointed by the Board of Directors of the Association. These two (2) panelists will then promptly agree on the third member of the panel. No co-owner who is a natural person may appoint himself or a member of his household to the panel. No corporation or partnership member may appoint a director, partner, officer or employee to the panel. Neither may the Board appoint a person similarly associated with an individual, corporate or partnership member.

Costs of the arbitration shall be borne by the losing party to the arbitration. The arbiter may require a reasonable deposit to ensure payment of costs. Such deposit shall be placed in escrow in the name of the arbiter as trustee in the name of the matter at issue.

Section 2. Effect of Election. Election 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. Any appeal from an arbitration award shall be deemed a statutory appeal.

Section 3. Preservation of Rights. No co-owner shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of election to arbitrate.

ARTICLE XIV SEVERABILITY

If 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.

ARTICLE XV CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the Act (or other law of the United States or of the State of Michigan) and any Condominium Document, the Act (or other law) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions

of the Condominium Document having the highest priority shall govern:

- (1) The Master Deed, including the Condominium Subdivision Plan;
- (2) These Condominium Bylaws;
- (3) The Articles of Incorporation of the Association;
- (4) The Bylaws of the Association; and
- (5) The Rules and Regulations of the Association.

Charlevoix County Condominium
Subdivision Plan No. 184
Exhibit B to the Master Deed of
Charlevoix Pointe Condominium
City of Charlevoix
Charlevoix County, Michigan

PROPERTY DESCRIPTION
BEGINNING ON THE NORTH LINE OF PINE RIVER LANE 387 FEET MORE OR LESS NORTHWEST OF THE WEST LINE OF BRIDGE STREET; THENCE NORTH 10° 21' 41" EAST, 148.08 FEET; THENCE SOUTH 79° 36' 10" EAST, 49.93 FEET; THENCE NORTH 10° 21' 14" EAST, 102.30 FEET; THENCE NORTH 88° 45' 10" WEST, 42.78 FEET; THENCE NORTH 88° 59' 35" WEST, 59.89 FEET; THENCE NORTH 88° 46' 45" WEST, 58.46 FEET; THENCE SOUTH 10° 42' 52" WEST, 43.79 FEET; THENCE SOUTH 10° 29' 10" WEST, 176.46 FEET; THENCE SOUTH 77° 23' 34" EAST, 109.88 FEET ALONG THE NORTH LINE OF PINE RIVER LANE TO THE POINT OF BEGINNING, BEING PART OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 34 NORTH, RANGE 8 WEST, AND OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 34 NORTH, RANGE 8 WEST.

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

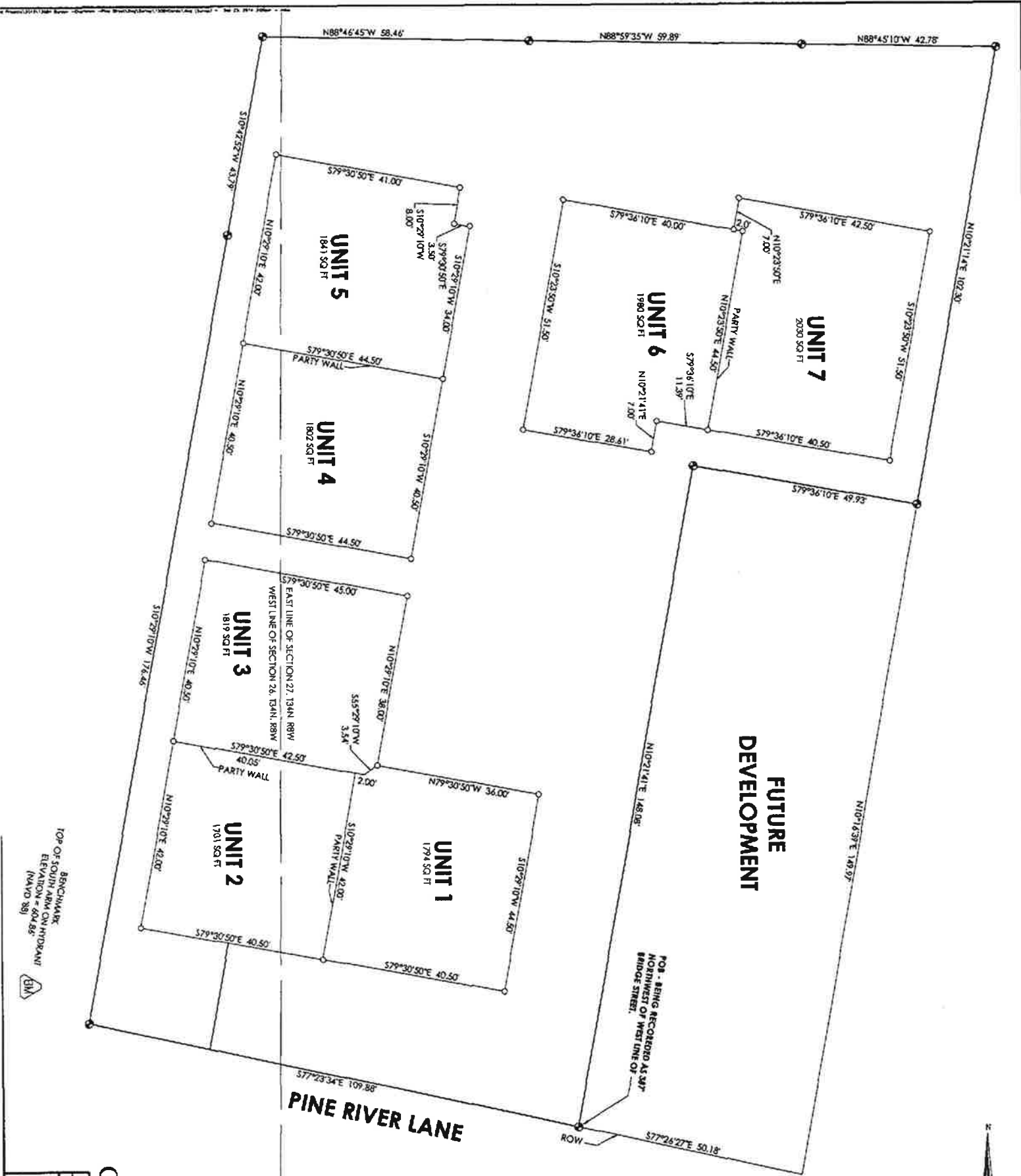
SHEET INDEX	
SHEET	SHEET TITLE
1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN
4	UTILITY PLAN

DEVELOPER
CHARLEVOIX POINTE, L.L.C.
A MICHIGAN LIMITED LIABILITY COMPANY
311 E. EIGHTH STREET
TRAVERSE CITY, MICHIGAN 49684



SURVEYOR
Michael K. Geisert
MICHAEL K. GEISERT
PROFESSIONAL SURVEYOR NO. 46666
MANSFIELD LAND USE CONSULTANTS
PO BOX 4015
830 COTTAGEVIEW DR., SUITE #201
TRAVERSE CITY, MICHIGAN 49685

COVER SHEET		SHEET NO.
PROPOSED: SEPTEMBER 25, 2014		1
Mansfield	PO BOX 2015	
Lead Use Consultants	800 COTTAGEVIEW DR., SUITE #201	
	TRAVERSE CITY, MI 49685	
	PHONE: (231) 946-9310	
	FAX: (231) 946-8726	
	DRAWN: JKS	
	APPROVED: JKS	
		13084



TOP OF SOUTH ARM ON HYDRANT
BENCHMARK
ELEVATION = 604.86'
(NAVD 88)

SURVEY PLAN

PROPOSED: SEPTEMBER 25, 2014

Mansfield
Lead Use Consultants

130 Cottageview Dr., Suite #201
Traverse City, MI 49684
Phone (231) 946-9310
Fax (231) 946-9726

PO BOX 4015
Traverse City, MI 49684
APPROVED: [Signature]
13084

SHEET 2

DRAWN: [Signature]
APPROVED: [Signature]
13084

Charlevoix Pointe Condominium

MICHAEL K. GEISERT
PROFESSIONAL SURVEYOR NO. 46665
MANFIELD LAND USE CONSULTANTS
PO BOX 4015
130 COTTAGEVIEW DR., SUITE #201
TRAVERSE CITY, MICHIGAN 49685

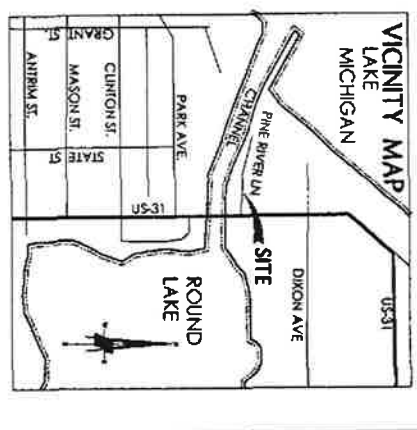
SURVEYORS CERTIFICATE

I, MICHAEL K. GEISERT, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN FOR CHARLEVOIX COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 13084, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECT THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTIES HEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE PLACED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 NO LATER THAN ONE YEAR FROM THE DATE OF THIS CERTIFICATE, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

SURVEYOR
[Signature]

BENCHMARK
TOP SOUTH ARM HYDRANT
ELEVATION = 604.86' NAVD 88

BEARING BASIS
SURVEY DONE BY FERGUSON & CHAMBERLAIN ASSOCIATES, INC., JOB NO. SB-19460C.03

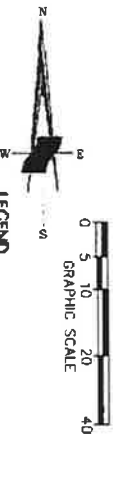
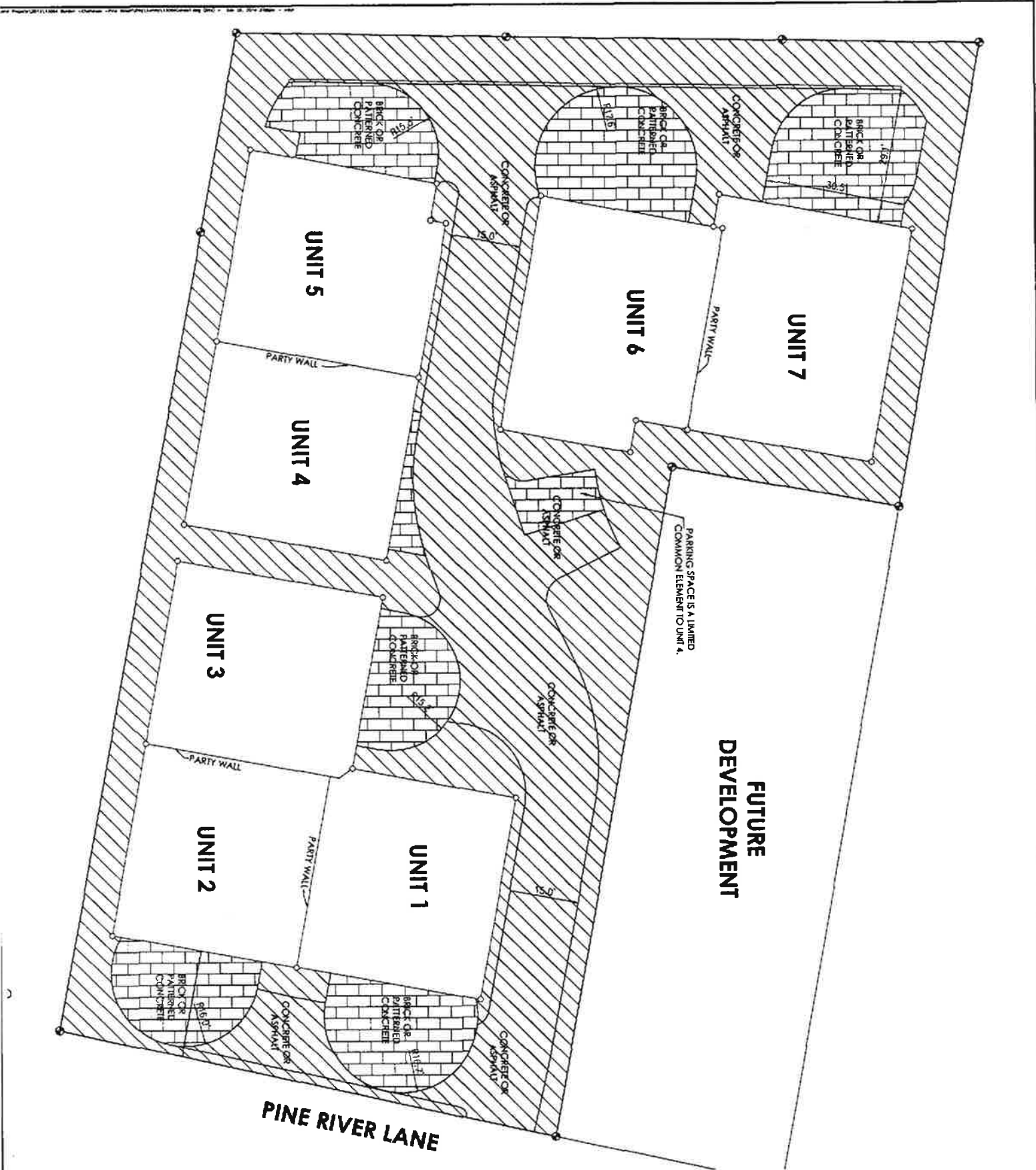


VICINITY MAP
LAKE MICHIGAN
ROUND LAKE
PINE RIVER LANE
DIXON AVE
US-31

LEGEND
● MAJOR BOUNDARY MONUMENT
○ MINOR BOUNDARY MONUMENT
C1 CURVE NUMBER

N 5000.00 NORTHING COORDINATE VALUE
E 5000.00 EASTING COORDINATE VALUE



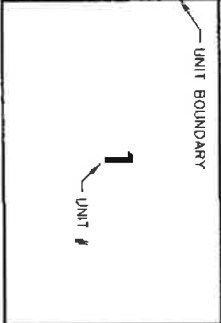


- LEGEND**
- MAJOR BOUNDARY MONUMENT
 - MINOR BOUNDARY MONUMENT
 - GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT

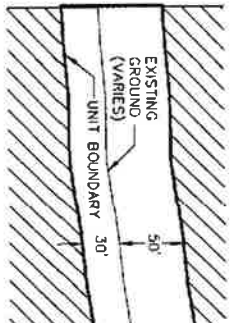
N 5000.00
E 5000.00
NORTHING COORDINATE VALUE
EASTING COORDINATE VALUE

C1 CURVE NUMBER

TYPICAL UNIT PLAN VIEW



TYPICAL UNIT SECTION VIEW



SITE PLAN NOTES

1. ALL THE IMPROVEMENTS SHOWN HEREON "NEED NOT BE BUILT" UNLESS OTHERWISE NOTED.
2. ENTIRE PROJECT IS CONVERTIBLE AND CONTRACTIBLE AREA.
3. COORDINATES ARE SHOWN ON SHEET 2

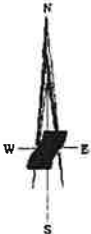
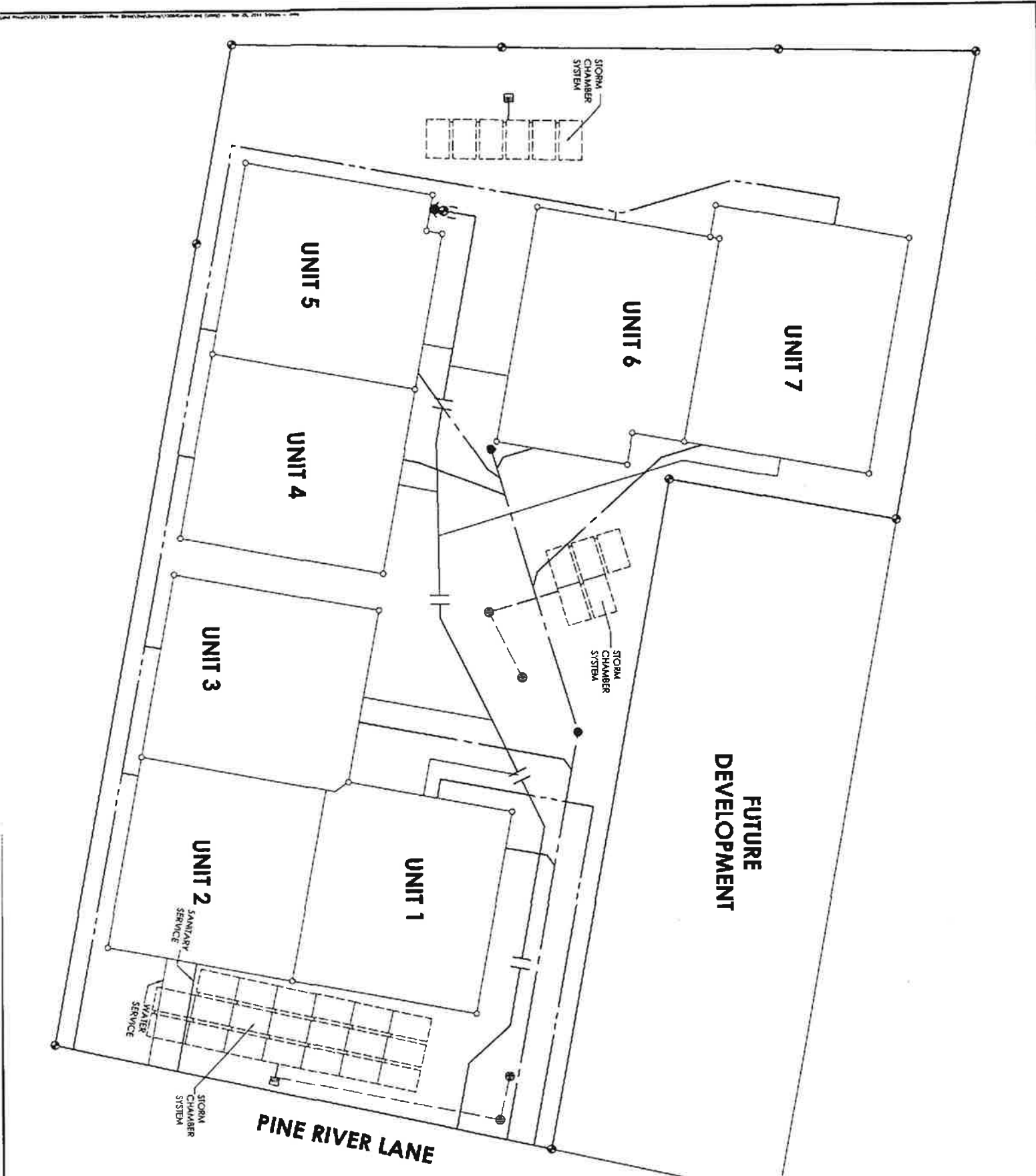
SURVEYOR



MICHAEL K. GEISERT
PROFESSIONAL SURVEYOR NO. 46666
MANFIELD LAND USE CONSULTANTS
PO BOX 4015
830 COTTAGEVIEW DR., SUITE #201
TAVARES CITY, MICHIGAN 49885

Charlevoix Pointe Condominium

SITE PLAN		SHEET NO. 3
PROPOSED: SEPTEMBER 25, 2014		
Manfield		PO BOX 4015
Lead Use Consultants		830 COTTAGEVIEW DR., SUITE #201
		TAVARES CITY, MI 49885
		PHONE: (231) 944-9110
		FAX: (231) 944-8926
		DRAWN: WGS
		APPROVED: WGS
		13084



LEGEND

- SANITARY MANHOLE
- SANITARY SEWER
- FIRE HYDRANT
- WATERMAIN
- CATCH BASIN
- STORM SEWER
- UNDERGROUND ELECTRIC, GAS, CABLE, & PHONE

UTILITY PLAN NOTES

1. UTILITY COMPANIES: GAS...DTE ENERGY ELECTRIC...CITY OF CHARLEVOIX ELECTRIC...CITY OF CHARLEVOIX CABLE TV...CHARTER COMMUNICATIONS
2. ALL UTILITIES ARE PLACED WITHIN THE UTILITY EASEMENTS AND GENERAL COMMON ELEMENTS AS DEPICTED WITHIN THIS PLAN SET, UNLESS OTHERWISE SHOWN.
3. THE LOCATION OF UTILITIES ARE BASED FROM PRELIMINARY PLANS FROM THIS OFFICE AND MAY CHANGE PENDING PERMITS.
4. ALL THE IMPROVEMENTS SHOWN HEREON "NEED NOT BE BUILT", UNLESS OTHERWISE NOTED.

SURVEYOR



Michael K. Geisert
 MICHAEL K. GEISERT
 PROFESSIONAL SURVEYOR NO. 46665
 MANFIELD LAND USE CONSULTANTS
 PO BOX 4015
 830 COTTAGEVIEW DR., SUITE #201
 TRAVERSE CITY, MICHIGAN 49685

Charlevoix Pointe Condominium

UTILITY PLAN	SHEET NO. 4
PROPOSED: SEPTEMBER 25, 2014	
MANFIELD	PO BOX 4015
Lead Use Consultant	830 COTTAGEVIEW DR., SUITE #201
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	13084

L: 1102 P: 309 #2015-0005431 MASAMEN

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STATE OF MICHIGAN, COUNTY OF CHARLEVOIX
VIRGINIA M MARME, REGISTER OF DEEDS

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**FIRST AMENDMENT TO MASTER DEED
CHARLEVOIX POINTE CONDOMINIUM**

THIS FIRST AMENDMENT TO MASTER DEED has been executed on 10th of August, 2015 on behalf of Charlevoix Pointe, L.L.C., a Michigan limited liability company, whose address is 311 E. Eighth Street, Traverse City, Michigan 49684 (the "Developer"), pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (hereinafter referred to as the "Act").

RECITALS

A. The Developer has established Charlevoix Pointe Condominium, by Master Deed dated September 19, 2014, recorded at Liber 1076, Page 101, Charlevoix County Register of Deeds.

B. The purpose of this Amendment is to correct typographical errors and to revise and clarify the insurance responsibilities of the Association and of the Co-Owners.

1. **"Article XII" of the Master Deed is corrected to be entitled "Article XI."**
2. **In Article V, Section 5 of the Bylaws, the reference to "Article III" is corrected to refer to "Article III."**
3. **Article VI, Section 1 of the Condominium Bylaws is replaced as follows:**

Section 1. Association Insurance. The Association shall obtain and continuously maintain in effect a standard insurance policy covering "all risks" of direct physical loss which are commonly insured against by condominium associations, including, among other things, fire and extended coverage, vandalism and malicious mischief, host liability, a minimum \$1,000,000.00 liability (including medical payments) for death, bodily injury, medical payments and property damage, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements. The Association also shall carry: (i) fidelity bond coverage in such limits as the Board shall determine upon all officers and employees of the Association who in the course of their duties may reasonably be expected to handle funds of the Association or any Co-owners; (ii) directors' and officers' liability coverage; and (iii) such other insurance, if any, as the Board of Directors from time to time deems advisable. Each Co-owner shall obtain and continuously maintain in effect additional coverages, as outlined in Section 2 of this Article. All insurance policies purchased by the Association shall be carried and administered in accordance with the following provisions:

(a) In General. The Association shall purchase all such insurance for the benefit of the Association, Co-owners and mortgagees, as their interests appear, and provision shall be made for the issuance of certificates of endorsement to the mortgagees of Units. Each such insurance policy shall, insofar as applicable, provide that:

(i) each Co-owner (and the Co-owners, collectively, as a group) is an insured person under the policy with respect to liability arising out of his interest in the common elements or membership in the Association;

(ii) the insurer waives its right to subrogation under the policy against any Co-owner and any member of his household residing in the Unit;

(iii) no act or omission of any Co-owner, unless within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(iv) if, at the time of loss under the policy, there exists in the name of a Co-owner other insurance covering the same risk as is covered by the policy, the Association's policy shall be deemed primary insurance to the extent, only, so provided in Section 7 of this Article VI; and

(v) insurance proceeds shall be disbursed, first, for repairs or restoration of the damaged property, unless and except as the:

(A) Condominium is terminated;

(B) Co-owners and mortgagees vote not to re-build or repair; or

(C) repair or replacement would be illegal under any state or local health or safety statute or ordinance.

(b) Casualty Insurance. All Common Elements and all standard features of the residences constructed on the Units shall be insured against fire and the other perils covered by a standard extended coverage endorsement, in an amount equal to 100% of the current insurable replacement value, excluding foundation and excavation costs, and shall be subject to such deductible amounts as the Board of Directors, in consultation with the Association's insurance carrier and/or its representatives, annually determines to be prudent in light of prevailing insurance market conditions and commonly employed methods for the reasonable determination of replacement costs. All such coverage shall:

(i) be effected upon an agreed amount basis for the entire Condominium, including the residences constructed on the individual Units, 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 Condominium destruction, if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement); and,

incurred to: (ii) include endorsement(s) for any Association additional costs

(A) upgrade a damaged common element structure or standard feature of residence on a Unit in compliance with then-applicable building codes; and

(B) if determined by the Association's legal advisor that it is required by any law or ordinance applicable at the time of insurance policy purchase or renewal, demolish and re-construct any partially-damaged common element structure or standard feature of a residence on a Unit, the undamaged portion of which is required by such law or ordinance to be demolished.

(c) "Standard Features." Whenever used in these Bylaws, the "standard features" of a residence on a Unit means and includes:

(i) all of the structural and attendant and related building materials which are required to establish a residence structure within the Unit, including, without limitation, the foundations; basement floor, if any; basement walls, if any; walls (including exterior siding and finishes), windows, doors, floors and ceilings, roof (including green roof, if any);

(ii) all fixtures, equipment and decorative trim items which were included as standard features within the residence on the Unit at the time of the Unit's initial retail sale, construction and occupancy as a dwelling, as evidenced by any plans and specifications attached to and made part of the Construction Contract for the residence or filed by the Developer with the municipality and/or by such other or additional reliable physical or written evidence thereof as may exist, such items to include those items set forth on *Exhibit A-VI* attached hereto (but only to the extent of the standard allowance cost of such items, as such cost may be adjusted for inflation from time to time), but specifically to exclude all personal property and contents within the residence, all appliances within the residence, all window treatments within the residence, and all improvements and betterments within the residence to the extent that such improvements or betterments are not a standard inclusion in the Construction Contract or the cost of such improvements and betterments cost exceeds the standard allowances for such items.

(d) Optional Umbrella Insurance. The Association may purchase as an expense of administration an umbrella insurance policy.

(e) Insurance Records. All non-sensitive and non-confidential information in the Association's records regarding Common Element insurance coverage shall be made available to Co-owners and mortgagees upon request and reasonable notice during normal business hours so that Co-owners can judge the adequacy of coverage and 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.

(f) **Association Premium Expenses.** All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration, provided however that the expense of insuring residences constructed upon the individual Units by Co-owners may be allocated by the Association among the Co-owners on such reasonable basis as is determined by the Association to be fair among the Co-owners.

(g) **Proceeds of Association Insurance.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and applied or distributed to the Association, or to 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 VI, Section 3 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss which requires repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Condominium.

4. Article VI, Section 2 of the Condominium Bylaws is replaced as follows:

Section 2. Co-owner Insurance. Each Co-owner shall obtain and continuously maintain in effect the insurance coverages described in sub-Section 2(a) for his Unit and, to the extent described in that sub-Section, all Limited Common Elements that are appurtenant or assigned to his Unit, for which said Co-owner bears maintenance, repair and/or replacement responsibility. It shall be each Co-owner's responsibility to determine by personal investigation, or by consultation with his own insurance advisor, whether the insurance coverages required by sub-Section 2(a) will be adequate in type and amount to recompense him for all of his foreseeable losses and liability risks for the property required by the preceding sentence to be insured, or whether coverage of an additional type or amount is appropriate or desirable. In particular, each Co-owner should consider the purchase of optional coverages for "additions and betterments", as described in sub-Section 2(c) below, and for alternative living expense in the event of fire and/or other covered casualty which renders the residence on such Co-owner's Unit uninhabitable. The Association shall have absolutely no responsibility for obtaining any such coverages.

(a) **Mandatory Coverage.** Each Co-owner shall continuously maintain in effect at his own expense liability and property casualty insurance coverage (in the form of an "HO-6" or "HO-4" insurance policy, as applicable, or such other specifications as the Board may prescribe, or as may be commonly extant from time to time), which affords coverage against "all-risks" of loss due to:

(i) casualty to the Co-owner's personal property and contents within the Unit, appliances, window treatments, "improvements and betterments," windows, doors, HVAC equipment, water heater, gas fireplace, floor coverings, electrical and lighting fixtures and ceiling fans, cabinets, countertops, and hardware; and

(ii) liability for injury to property and persons occurring in his Unit or in or upon any Limited Common Element appurtenant or assigned to the Unit; and

(iii) casualty to any General or Limited Common Element or to an adjacent structure upon another Unit damaged by the failure of equipment or appliances, or any water source, which is the responsibility of the Co-owner to maintain, repair or replace.

All such coverage shall, where appropriate, be written with a "loss assessment" endorsement. A "loss assessment" endorsement provides coverage for the Co-owner's share, if any, of any property damage or liability loss for which there may be no coverage, or inadequate coverage, under the applicable Association insurance policy. Co-owners shall request of their insurers that all such coverages contain a clause that requires that the insurer mail to the Association notice of cancellation not less than thirty (30) days prior to any policy cancellation, although the insurer's refusal to do so shall not constitute a default by the Co-owner hereunder. Such coverages shall be in amounts prescribed from time to time by the Board after consultation with the Board's insurance advisor as to actual changes in reconstruction costs or in the level of condominium owner liability coverage that is appropriate, but in no event shall coverage for the standard features of the residence on the Unit be less than their current insurable replacement value, nor shall liability coverage on a "per occurrence" basis be in an amount which is less than Three Hundred Thousand Dollars (\$300,000.00) for injury to persons.

(b) Co-owner Duty to Provide Evidence of Mandatory Coverage; Association Remedy upon Default. Each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. In the event the Co-owner fails to do so, in addition to any other remedy which it may have under these Bylaws, the Association may, but shall not be under any obligation to, purchase such insurance coverage in respect of the Unit and its appurtenant Limited Common Elements upon the Co-owner's failure to deliver such evidence of insurance coverage to the Association within thirty (30) days after the Association provides written notice of its intention to do so. The premium cost incurred by the Association to purchase Co-owner mandatory insurance coverage upon a Unit may be assessed to and collected from the responsible Co-owner in the manner provided in Article V, above.

(c) Optional Co-owner "Additions and Betterments" Coverage. Each Co-owner should consider whether to obtain and maintain "additions and betterments" insurance coverage for his Unit. Whenever used in these Bylaws, "additions and betterments" shall mean and includes all fixtures, equipment, decorative trim and furnishings which are located within the Unit, or within any limited common element appurtenant or assigned to the Unit, and which are not a "standard feature" of the residence on such Unit.

5. In Article VI, Section 3(a) of the Bylaws, the reference to "Article XI" is corrected to refer to "Article X."

6. Article VI, Section 3(c) of the Condominium Bylaws is amended to read as follows:

(c) Except as provided in subsection (3)(h), below, any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Condominium, and for a residence within any unit, substantially in accordance with the plans and specifications previously approved by the Association or Developer for that unit, to a condition as comparable as possible to the condition existing prior to damage.

7. Article VI, Section 3(g) of the Condominium Bylaws is amended to read as follows:

(g) If damage within the Condominium impairs the appearance of the Condominium, the Association or the co-owner responsible for the reconstruction and repair of the damage will proceed with the repair, reconstruction or replacement of the damaged item without delay, and will complete such repair, reconstruction or replacement within six (6) months after the date of the occurrence which caused the damage and, if such repair, reconstruction or replacement cannot be completed within six (6) months despite diligent effort, then as soon as diligent effort will allow.

8. Article VI, Section 3(h) of the Condominium Bylaws is added as follows:

(h) As to the reconstruction and repair of residences constructed on individual Units, the purpose of the insurance and reconstruction provisions of these Bylaws is to assure that reconstruction and repair occur timely, so as to protect the interests of the Co-owners of other Units in having a condominium project in proper repair and which is at least as harmonious in appearance to the project as it was when the project was originally completed, while allowing the Co-owner of the damaged or destroyed residence flexibility to make changes to the original design. Therefore:

(i) If, following partial or total destruction of a residence, the Co-owner wishes to make changes to the as-built design of that residence, then within 60 days after such destruction such Co-owner shall submit a complete set of preliminary sketches showing floor plans, exterior elevations, and an outline specification for materials and finishes (which sketches shall include the restoration of Shared Roof and of any Party Wall to a condition equal or better than it was before any damage or destruction) to the Developer, if the transitional control date has not yet occurred, or to the Board of Directors of the Condominium, if the transitional control date has occurred. Such sketches shall be sufficient to depict the design and appearance of the exterior of the reconstructed residence, including existing adjacent residences.

(ii) The Developer or the Board of Directors, whichever is applicable, shall have 21 days within which to approve or to object to such sketches and to notify the Co-owner in writing of its objection. Approval of preliminary sketches and detailed plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of the Board as to the color scheme, finish, design, proportions, shape, height, type, or appropriateness of the proposed construction, the materials used therein, the kind, shape, or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any matters or things which, in the sole discretion of the Developer or the reasonable judgment of the Board, as the case may be, would render the

proposed construction inharmonious or out of keeping with the condominium project or with the other structures located with in the Project. If the Developer or the Board objects to the plans, the Developer or the Board shall give written notice to the Co-owner containing reasonable detail as to the nature of its objections. If the Developer or the Board shall fail to notify the Co-owner of its objections within such 21-day period, then such preliminary sketches shall be deemed to have been approved by the Developer or the Board.

- (A) If the Developer notifies the Co-owner of its objections, its decision shall be final and the Co-owner shall modify the plans to meet the objections of the Developer, or else proceed pursuant to subsection (3)(c), above.
- (B) If the Board notifies the Co-owner of its objections, then the Co-owner shall have 21 days after such notice to (a) submit revised sketches which address the Board's objections or (b) give written notice of such Co-owner's request for arbitration. If the Co-owner fails to submit such revised sketches or request arbitration within such 21-day period, then the Co-owner shall proceed with reconstruction of the residence as required by subsection (3)(c), above. If the Co-owner submits such revised sketches within the 21-day period, then within 21 days thereafter the Board shall give the Co-owner written notice of either (y) its approval such sketches or (z) its request for arbitration.

(iii) If arbitration is requested by either the Co-owner or the Board, then within 14 days of the date of such notice the Co-owner and the Board shall each designate an architect and those architects shall, within 14 days after having been selected, confer and select a third architect for the arbitration panel. Within 14 days after the panel three architects has been selected, each party shall submit plans, objections and such other materials as each believes to be relevant to resolve the issues between them and, within 30 days after such submission, the panel shall issue a ruling, as to which at least two of the three architects agree, as to an acceptable plan for reconstruction which is harmonious with the condominium project. The decision of the arbitration panel shall be final and may be entered as a judgment in any court of competent jurisdiction. The cost of the arbitration shall be borne equally between the Association and the Co-owner.

(iv) Promptly following approval of preliminary sketches by the Developer or by the Board pursuant to subsection (h)(ii), above, or promptly following the decision of the arbitration panel pursuant to subsection (h)(iii), above, the Parcel Owner shall submit to the Board one complete set of plans and specifications, in form satisfactory to the Board, depicting the size and dimensions of the improvements; the exterior design; and the exterior elevations including scheme of color and finish materials, all of which shall be consistent with the approved preliminary sketches or with the decision of the arbitration panel.

9. Article VI, Section 7 of the Condominium Bylaws is added as follows:

Section 7. Determination of Primary Carrier; Subrogation; and Authority of Association to Settle Insurance Claims.

(a) **Determination of Primary Carrier; Subrogation.** In all circumstances in which there exist overlapping coverages under policies of insurance carried by a Co-owner and the Association in accordance with this Article, the provisions of this Section 7 shall determine the carrier and policy that shall bear the primary responsibility to adjust and pay an insured loss for which both policies afford coverage. In the event of property damage to a General Common Element, to a Limited Common Element that the Association is responsible to repair and replace, or to the "standard features" and components of a residence on a Unit which the Association is responsible to insure (but which the Co-owner is not required to insure) as set forth on *Exhibit A-VI*, the Association's carrier and policy shall be deemed primary. In the event of personal injury or any other liability claim for an occurrence in or upon the General Common Elements, or in or upon a Limited Common Element that the Association is responsible to maintain, repair or replace, the Association's carrier and policy shall be deemed primary if the loss resulted from the Association's non-performance or improper performance of any such responsibility. The carrier and policy of the Co-owner of the Unit shall be primarily responsible for all property damage to those items set forth in Section 2(a)(i), above and for any personal injury or other liability claim for any occurrence in or upon a Unit or upon any Limited Common Element appurtenant or assigned to the Unit.

The carrier and policy of a Co-owner who is responsible to maintain any Limited Common Element shall be primarily responsible for any personal injury or other liability claim for an occurrence in or upon the Limited Common Element, except to the extent that the Association is responsible for its repair and replacement and the Association's non-performance or improper performance of that responsibility was the cause of such injury or other liability. In all cases where the Association's carrier and policy are not deemed primarily responsible to adjust the loss, if the Association's carrier and policy contribute to the payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of insurance proceeds paid, and the Association shall in no event be responsible to pay any deductible amount under either the Association's or the Co-owner's policy, and the Co-owner receiving proceeds or the benefit of proceeds of a policy of insurance maintained by the Association shall pay the applicable deductible related to the claim giving rise to the payment of such proceeds. The Association shall have the authority to allocate responsibility for the payment of the deductible fairly among Co-owners where a claim affects more than one Co-owner. The Association and Co-owners, as to all policies which either obtains, shall use their best efforts to see that all property casualty and liability insurance carried contains appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the other party.

(b) **Authority of Association to Settle Insurance Claims.** Each Co-owner, by his ownership of a Unit, shall be deemed to appoint the Association as the Co-owner's 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 and workers' compensation insurance, if applicable, pertinent to the Condominium, the Co-owner's Unit and the Common Elements, with such insurer as may, from time to time, provide such insurance for the Condominium. Without limitation on the generality of the

foregoing, the Association as said attorney shall have full power and authority to: purchase and maintain such insurance; collect and remit premiums; collect proceeds; and distribute proceeds to the Association, the Co-owners and their respective mortgagees, as their interests appear (subject always to the Condominium Documents); execute releases of liability; and, execute all documents and do all things on behalf of such Co-owners and the Condominium as are necessary or convenient to their accomplishment.

10. In Article X, Section 6 of the Bylaws, the reference to "Article XI.C." is corrected to refer to "Article X.C."

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Master Deed as of the date first written above.

Charlevoix Pointe, L.L.C.

By: Timothy K. Burden
Its: Member

STATE OF MICHIGAN

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SS.

COUNTY OF GRAND TRAVERSE

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The foregoing instrument was acknowledged before me this 10th day of August, 2015, by Timothy K. Burden, the Member of Charlevoix Pointe, L.L.C., a Michigan limited liability company, on behalf of said company.

ANNE K. BEGG Notary Public
Grand Traverse County, Michigan
Acting in Grand Traverse County
My Commission Expires: 11/12/2017

Notary Public
Grand Traverse County, Michigan

My commission expires:

THIS MASTER DEED WAS PREPARED BY:

Kurt M. Bowden (P35936)
Bowerman, Bowden, Ford, Clulo & Luyt, P.C.
620-A Woodmere
Traverse City, Michigan 49686
231-941-8048

WHEN RECORDED, RETURN TO PREPARER

L: 1254 P: 974 #2020-0002555 MASAMEN

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SHIRLEY M. COBLENTZ, REGISTER OF DEEDS

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**SECOND AMENDMENT TO MASTER DEED
CHARLEVOIX POINTE CONDOMINIUM**

THIS SECONDAMENDMENT TO MASTER DEED has been executed on April 7th, 2020 on behalf of Charlevoix Pointe, L.L.C., a Michigan limited liability company, whose address is 138 Fairway Hills Drive, Traverse City, Michigan 49684 (the "Developer"), pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (hereinafter referred to as the "Act").

RECITALS

A. The Developer has established Charlevoix Pointe Condominium, by Master Deed dated September 19, 2014, recorded at Liber 1076, Page 101, Charlevoix County Register of Deeds, as amended by First Amendment to Master Deed, dated August 10, 2015, recorded at Liber 1102, Page 309, Charlevoix County Register of Deeds.

B. The purpose of this Amendment is to revise the number of condominium units and the allowable uses of those units.

1. Article IV of the Master Deed is replaced as follows:

**ARTICLE IV
TITLE AND NATURE**

The Condominium Project shall be known as Charlevoix Pointe Condominium, Charlevoix County Subdivision Plan No. 184. Such architectural plans and specifications as may exist for the Condominium Project will be filed with the City of Charlevoix, Charlevoix County, Michigan. The improvements contained in the Condominium Project, including the number, boundaries, dimensions and area of each unit, are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. The Condominium Project contains individual units to be used as building sites for single-family dwellings and/or for rentals as allowed by the applicable zoning ordinance. Each unit has been designed and is intended for separate ownership and use, as evidenced by each unit having direct access to a common element of the Condominium Project. The foregoing notwithstanding, two or more residential units may be situated in a single structure, separated by a Party Wall, or by floors within such structure. Each co-owner in the Condominium Project shall enjoy the exclusive right to occupy his unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of the general common elements.

2. Article V, Section B of the Master Deed is replaced as follows:

B. *Limited Common Elements.* The limited common elements are those common elements limited in use to the owners of the unit they abut or to which they appertain.

(1) Each parking space which is depicted on the Condominium Subdivision Plan as a "Limited Common Element" shall be a limited common element appurtenant to the unit it serves.

(2) The walls, roofs, floor joists and other areas depicted as a "Limited Common Element" on the Floor and Section Plan included within the Condominium Subdivision Plan shall be limited common elements appurtenant to the units they serve (e.g., those elements in the building containing Units 9 and 10 shall be appurtenant to Units 9 and 10, etc.). For clarification, the roofs on the buildings containing Units 9 and 10, Units 11 and 12, and Units 13 and 14, shall each be deemed a Shared Roof as defined in Article I, Section (o).

(3) Mailboxes located in a common location shall be designated as limited common elements, with one mailbox being appurtenant to each unit.

(4) Such other other elements of the Condominium Project as are designated "Limited Common Element" on the Condominium Subdivision Plan.

3. Article VI, Section B of the Master Deed is replaced as follows:

B. *Percentages of Value.* The total value of the project is 100 percent (100%). Each unit is hereby assigned a percentage of value which approximates the percentage derived by dividing that unit's square footage by the total square footage of all units. The percentages of value are as follows:

Unit	Percentage of Value
1	9.091%
2	9.091%
3	9.091%
4	9.091%
5	9.091%
6	9.091%
7	9.091%
8	9.091%
9	4.545%
10	4.545%
11	4.545%
12	4.545%
13	4.545%
14	4.545%

The Developer may expand the Condominium Project by creating additional units in the Expansion Property (as defined in Article IX hereof). Such expansion will result in a change in the actual percentage of value attributable to each unit in Phase 1.

A unit's percentage of value shall determine its proportionate share of the common proceeds and Expenses of Administration, the value of its vote at certain meetings of the Association of co-owners and of its undivided interest in the common elements.

4. The first paragraph of Article IX, Section A of the Master Deed is replaced as follows:

A. Right to Expand. The Condominium Project is an expandable condominium project, as that term is defined in the Act. The first phase of the Condominium Project established pursuant to this initial Master Deed consists of 14 units. Other phases may be added later. The Condominium Project will contain in its entirety no more than 20 units.

5. Article IV, Section 2(m) of the Condominium Bylaws is renumbered Article IV, Section "2(n)", and a new Article IV, Section 2(m) is added as follows:

(m) To designate an exclusive rental manager for the Condominium Project, which manager shall be engaged by any co-owner seeking to rent his or her unit for fewer than 30 consecutive days, and which manager shall have the authority to manage all aspects of such rentals, including but not limited to the advertising of the unit, the terms of the rental agreement, the cleaning and preparation of the unit for rental, the enforcement of rules and regulations and the rental agreement, and the collection and disbursement of deposits and rental payments.

6. Article VII, Section 1(B)(i) of the Condominium Bylaws is replaced as follows:

(i) *Residential or Rental Use.* All units shall be used for either single-family residential purposes or for rentals as allowed by the applicable zoning ordinance. No business, commercial, manufacturing, service or rental enterprise shall be conducted within any unit except for home occupations as part of a single-family residential use, or rentals as allowed by the applicable zoning ordinance. No garage, recreational vehicle, basement, tent, shack, storage barn or similar type structure shall be used at any time as a residence, temporarily or permanently.

7. Article VII, Section 1(B)(ii) of the Condominium Bylaws is replaced as follows:

(ii) *Home Occupations.* Home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupation, there must be (a) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodities sold within the unit; (c) no person employed other than a member of the immediate family residing within the unit; and (d) no mechanical or electrical equipment

used, other than personal computers and other office-type equipment.

8. Article VII, Section 1(B)(vii) of the Condominium Bylaws is replaced as follows:

(vii) *Recreational and Commercial Vehicles.* No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobile trailers or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored on the Condominium Premises. No inoperable vehicles of any type may be brought or stored on the Condominium Premises, either temporarily or permanently. Commercial vehicles shall not be parked on the Condominium Premises except while making deliveries or pick-ups in the normal course of business or for construction purposes. No commercial vehicles of any nature will be parked overnight on the Condominium Premises. Any truck over ¾-ton and any vehicle with a company name or other advertising or commercial designation will be considered a commercial vehicle. No vehicle may be parked overnight on any road, except as permitted by the Association in accordance with any rules or regulations adopted by the Association.

9. Article VII, Section 1(B)(x) of the Condominium Bylaws is replaced as follows:

(x) *Furniture; Equipment.* No item of equipment; furniture or any other large movable item shall be kept within any unit outside a building, except lawn furniture or picnic tables, provided the same are kept in neat and good condition.

10. Article VII, Section 1(B)(xi) of the Condominium Bylaws is replaced as follows:

(xi) *Nuisances.* No owner or occupant of any unit will do or permit to be done any act or condition within his unit which may be or is or may become a nuisance. No unit will be used in whole or in part for the storage of rubbish of any character whatsoever (except normal household trash until the next trash collection day), nor for the storage of any property or thing that will cause the unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing or material be kept within any unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding units or of neighboring properties outside the Condominium Project. No unsightly objects will be allowed to be placed or suffered to remain anywhere within a unit. If any owner of any unit fails or refuses to keep his unit free from refuse piles or other unsightly objects, then the Developer or the Association may enter the unit and remove the same and such entry will not be a trespass. The owner of the unit will reimburse the Developer or Association for all costs of such removal.

11. **Article VIII of the Condominium Bylaws is replaced as follows:**

**ARTICLE VIII
LEASES**

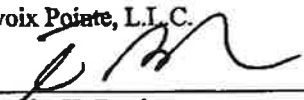
Section 1. Notice of Intent to Lease. A co-owner, including the Developer, desiring to rent or lease a Condominium unit for a period of longer than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential 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 Developer proposes to rent any Condominium unit before the transitional control date, Developer shall notify either the advisory committee or each co-owner in writing. For security purposes, all non-co-owner occupants shall register their presence with the Association prior to taking occupancy and shall notify the Association upon departure.

Section 2. Rentals. A co-owner, including the Developer, desiring to rent or lease a Condominium unit for a period less than thirty (30) consecutive days shall engage the manager designated by the Association for the purpose of managing such rentals within the Condominium Project. No rentals within the Condominium Project for a period of fewer than 30 consecutive days shall be allowed except under the control of such manager.

Section 3. Conduct of Tenants. All tenants and non-co-owner occupants shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act. If the Association determines that a tenant or non-co-owner occupant has failed to comply with the conditions of the Condominium Documents or the provisions of the Act, the Association may advise the appropriate member by certified mail of the alleged violation by a person occupying his unit. The member shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred. If after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, or the members may institute, derivatively on behalf of the Association if it is under the control of the Developer, an action for eviction against the tenant or non-co-owner occupant and, simultaneously, for money damages against the member and tenant or non-co-owner occupant for the breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this section may be by any appropriate proceeding. The Association may hold both the tenant or non-co-owner occupant and the member liable for the damages caused to the Condominium.

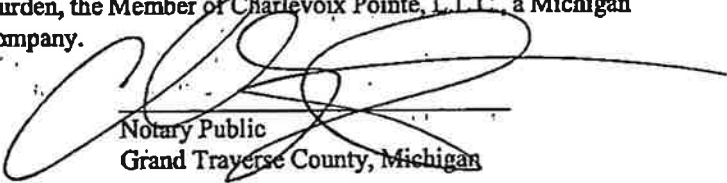
12. **Exhibit B to the Master Deed is replaced by Exhibit B hereto, being Replat #1 of the Condominium Subdivision Plan.**

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Master Deed as of the date first written above.

Charlevoix Pointe, L.L.C.

By: Timothy K. Burden
Its: Member

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE) ss.

The foregoing instrument was acknowledged before me this 7th day of April, 2020, by Timothy K. Burden, the Member of Charlevoix Pointe, L.L.C., a Michigan limited liability company, on behalf of said company.


Notary Public
Grand Traverse County, Michigan

My commission expires:

THIS MASTER DEED WAS PREPARED BY:

Gregory M. Luyt (P62778)
Bowerman, Bowden, Ford, Clulo & Luyt, P.C.
620-A Woodmere
Traverse City, Michigan 49686
231-941-8048

CHRISTOPHER A. LAMBERT, Notary Public
Grand Traverse County, Michigan
Acting in Grand Traverse County
My Commission Expires: 10/22/2019 2024
CAL

WHEN RECORDED, RETURN TO PREPARER

REPLAT NO. 1
CHARLEVOIX COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 184
EXHIBIT B TO THE MASTER DEED OF

Charlevoix Pointe Condominium
CITY OF CHARLEVOIX
CHARLEVOIX COUNTY, MICHIGAN

PROPERTY DESCRIPTION:
BEGINNING ON THE NORTH LINE OF PINE RIVER LANE 387 FEET MORE OR LESS NORTHWEST OF THE WEST LINE OF BRIDGE STREET; THENCE NORTH 10° 21' 41" EAST, 148.08 FEET; THENCE SOUTH 79° 36' 10" EAST, 49.93 FEET; THENCE NORTH 10° 21' 14" EAST, 102.30 FEET; THENCE NORTH 88° 45' 10" WEST, 42.78 FEET; THENCE NORTH 88° 59' 35" WEST, 59.89 FEET; THENCE NORTH 88° 46' 45" WEST, 58.46 FEET; THENCE SOUTH 10° 42' 52" WEST, 43.79 FEET; THENCE SOUTH 10° 29' 10" WEST, 174.46 FEET; THENCE SOUTH 77° 23' 34" EAST, 109.88 FEET ALONG THE NORTH LINE OF PINE RIVER LANE TO THE POINT OF BEGINNING; BEING PART OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 34 NORTH, RANGE 8 WEST, AND OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 34 NORTH, RANGE 8 WEST.

NOTE:
THE ASTERISK (*) INDICATES AMENDED OR SUPPLEMENTAL SHEETS WHICH ARE REVISED OR ARE NEW SHEETS DATED MARCH 12, 2020. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO SHEETS PREVIOUSLY RECORDED.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

SHEET INDEX

- 1. COVER SHEET
- 2. SURVEY PLAN
- 3. SITE PLAN
- 4. UTILITY PLAN
- 5. FLOOR AND SECTION PLAN

DEVELOPER

CHARLEVOIX POINTE, L.L.C.,
A MICHIGAN LIMITED LIABILITY COMPANY
138 FAIRWAY HILLS DRIVE
TRAVERSE CITY, MICHIGAN 49684

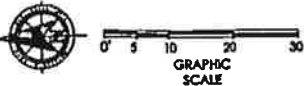
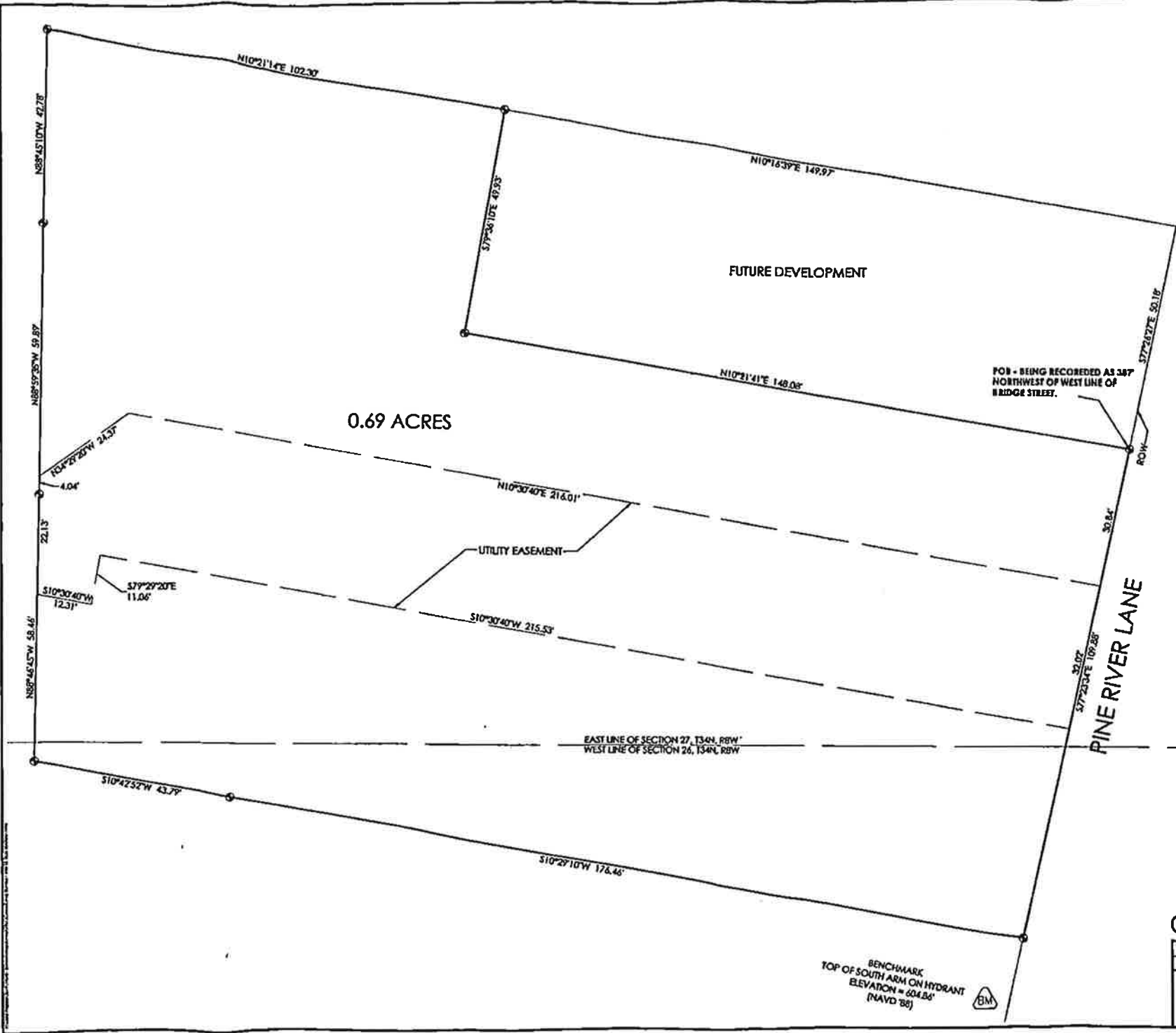


SURVEYOR

Michael K. Gesert

MICHAEL K. GESERT
PROFESSIONAL SURVEYOR NO. 46666
MANSFIELD LAND USE CONSULTANTS
PO BOX 4015
830 COTTAGEVIEW DR., SUITE #201
TRAVERSE CITY, MICHIGAN 49685

COVER SHEET		SHEET NO. 1
PROPOSED: MARCH 12, 2020		
Mansfield Land Use Consultants	PO Box 4015 830 Cottageview Dr., Suite #201 Traverse City, MI 49685 Phone: (231) 946-9310 Fax: (231) 946-8925	DRAWN: MKG
		APPROVED: MKG
		19072



- LEGEND**
- MAJOR BOUNDARY MONUMENT
 - MINOR BOUNDARY MONUMENT
 - CI CURVE NUMBER
 - N 5000.00 NORTHING COORDINATE VALUE
 - E 5000.00 EASTING COORDINATE VALUE



BENCHMARK
TOP SOUTH ARM HYDRANT
ELEVATION = 604.86' NAVD 88

BEARING BASIS
SURVEY DONE BY FERGUSON & CHAMBERLAIN ASSOCIATES, INC., JOB NO. SB-19440C.03

SURVEYORS CERTIFICATE

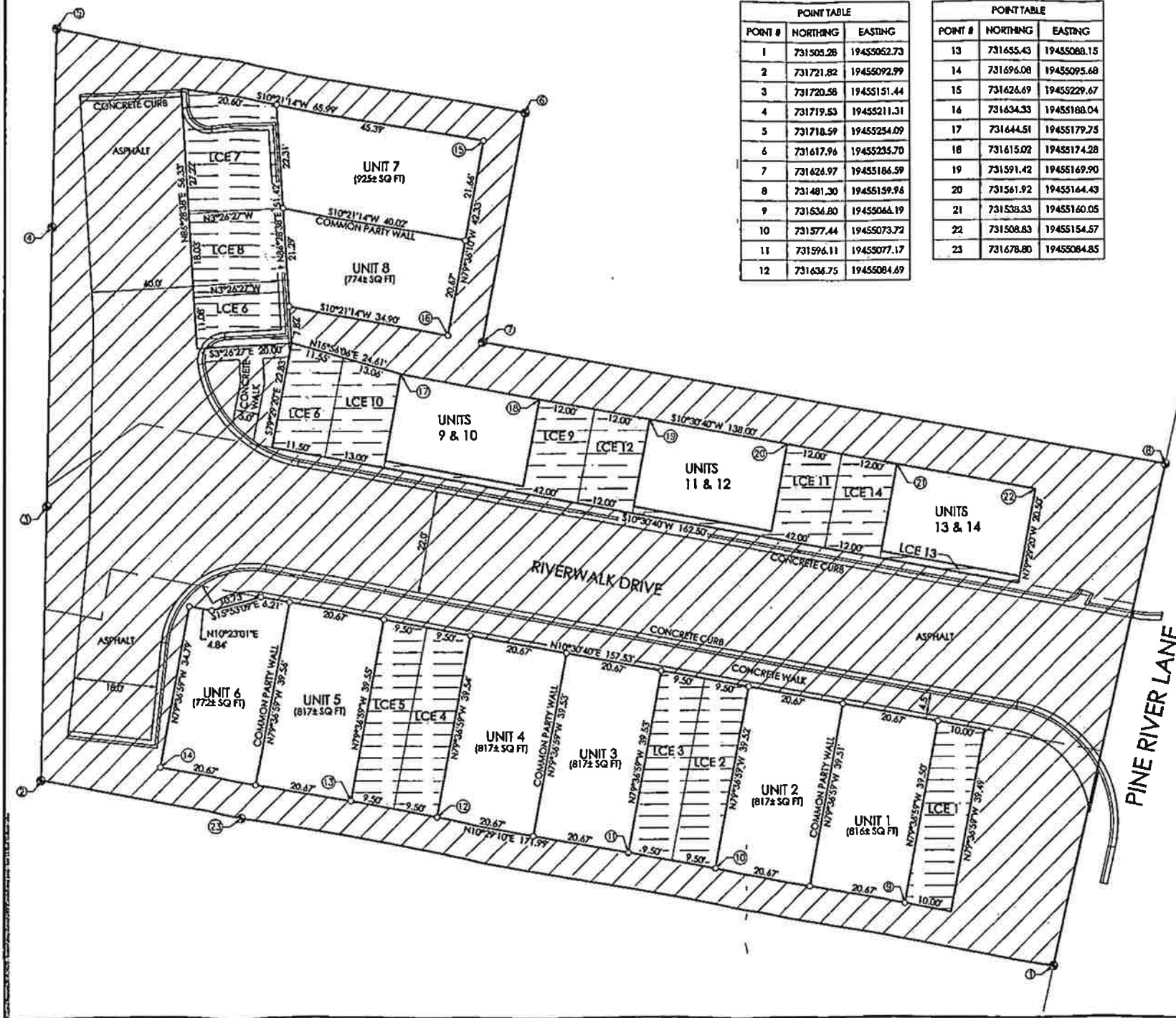
I, MICHAEL K. GERTS, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS CHARLEVOIX COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 184 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREBY DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE PLACED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 NO LATER THAN ONE YEAR FROM THE DATE OF THIS CERTIFICATE, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF PUBLIC ACTS OF 1978, THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.



SURVEYOR
Michael K. Gerts
MICHAEL K. GERTS
PROFESSIONAL SURVEYOR NO. 46666
MANSFIELD LAND USE CONSULTANTS
PO BOX 4015
830 COTTAGEVIEW DR., SUITE #201
TRAVERSE CITY, MICHIGAN 49685

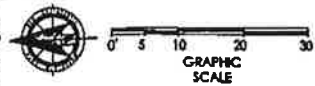
Charlevoix Pointe Condominium

SURVEY PLAN PROPOSED: MARCH 12, 2020		SHEET NO. 2
Mansfield Lead Use Consultants	PO Box 4015 830 Cottageview Dr., Suite #201 Traverse City, MI 49685 Phone: (231) 946-9310 Fax: (231) 946-8926	DRAWN: MKG APPROVED: MKG 19072



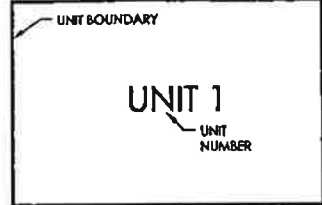
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POINT #	NORTHING	EASTING
1	731508.28	19453052.73
2	731721.82	19455092.99
3	731720.58	19455151.44
4	731719.53	19455211.31
5	731718.59	19455234.09
6	731617.96	19455235.70
7	731626.97	19455186.59
8	731481.30	19455159.96
9	731536.80	19455066.19
10	731577.44	19455073.72
11	731596.11	19455077.17
12	731636.75	19455084.69

POINT TABLE		
POINT #	NORTHING	EASTING
13	731655.43	19455088.15
14	731696.08	19455095.68
15	731626.69	19455229.67
16	731634.33	19455188.04
17	731644.51	19455179.75
18	731615.02	19455174.28
19	731591.42	19455169.90
20	731561.92	19455144.43
21	731538.33	19455160.05
22	731508.83	19455154.57
23	731678.80	19455084.85

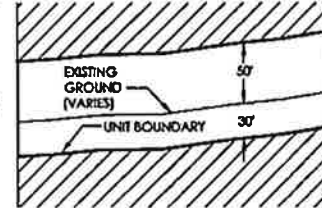


- LEGEND**
- MAJOR BOUNDARY MONUMENT
 - MINOR BOUNDARY MONUMENT
 - GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - POINT NUMBER

TYPICAL UNIT PLAN (UNITS 1-8)



TYPICAL UNIT SECTION VIEW (UNITS 1-8)



SITE PLAN NOTES:

- ALL THE IMPROVEMENTS SHOWN HEREON "NEED NOT BE BUILT" UNLESS OTHERWISE NOTED.
- ENTIRE PROJECT IS CONVERTIBLE AND CONTRACTABLE AREA.
- UNITS 1-8 ARE SITE UNITS AS DIMENSIONED HEREON.
- UNITS 9-14 ARE BUILDING UNITS AS SHOWN WITH MORE DETAIL ON SHEET 5.

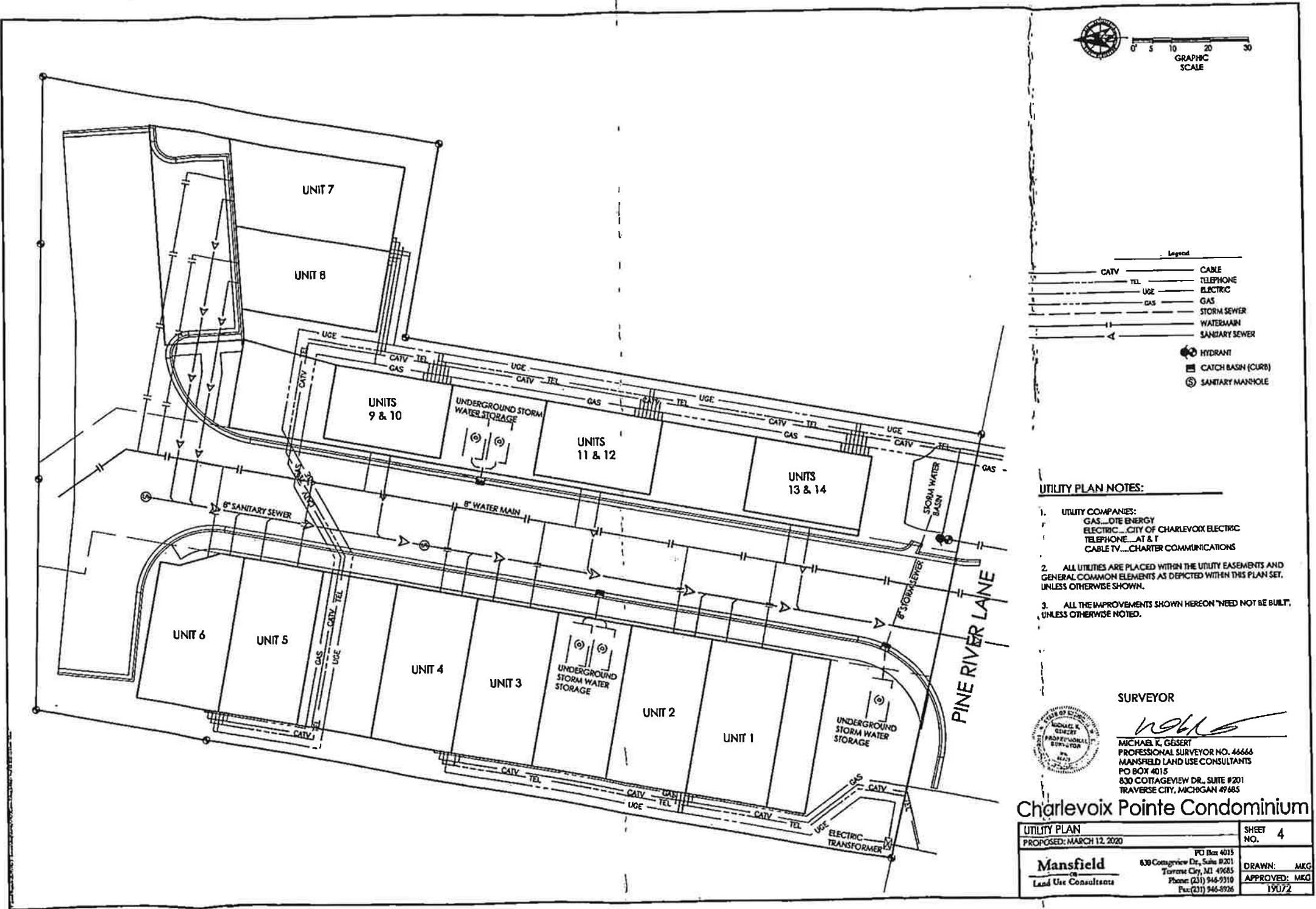


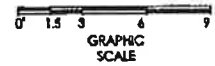
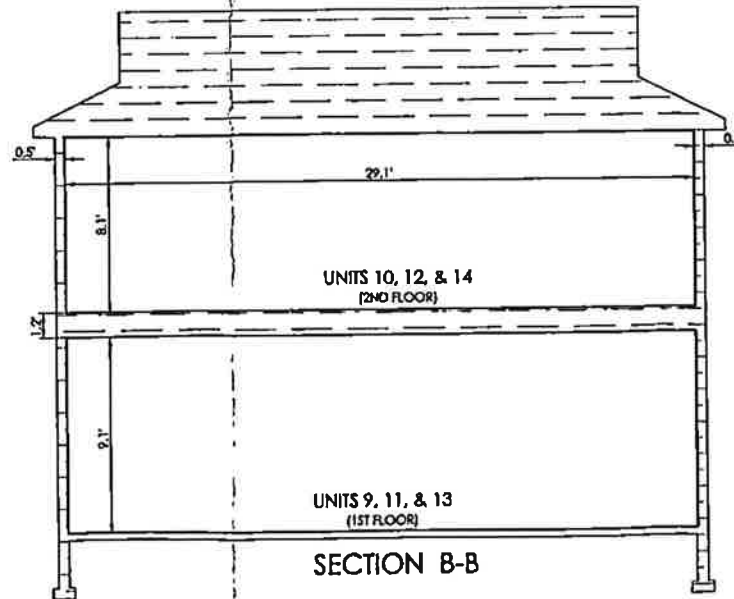
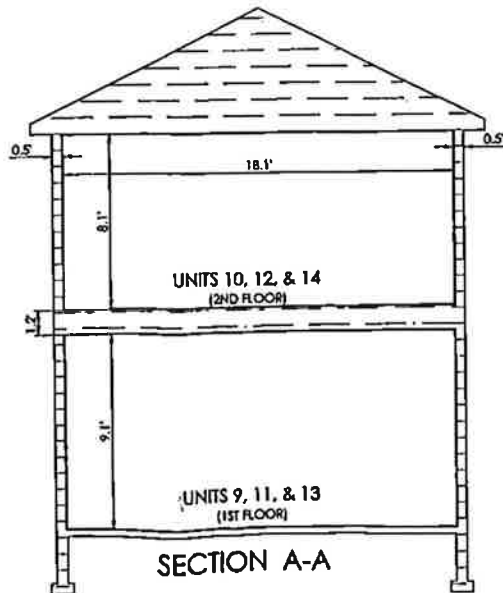
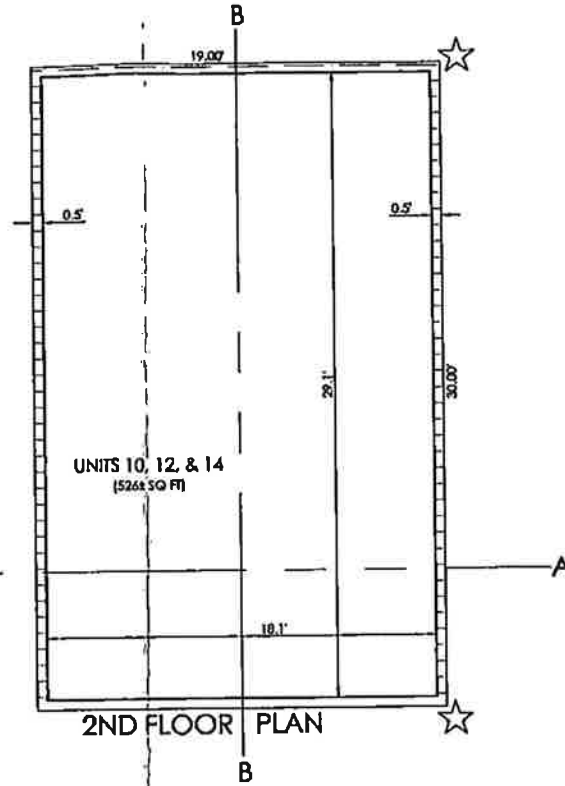
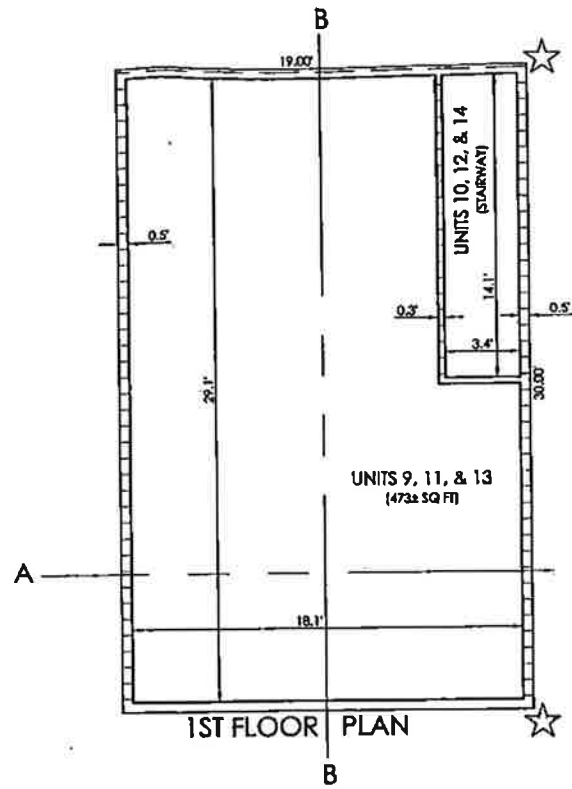
SURVEYOR

Michael E. Gessert
MICHAEL E. GSSERT
PROFESSIONAL SURVEYOR NO. 44464
MANSFIELD LAND USE CONSULTANTS
PO BOX 4015
630 COTTAGEVIEW DR., SUITE #201
TRAVERSE CITY, MICHIGAN 49685

Charlevoix Pointe Condominium

SITE PLAN		SHEET NO. 3	
PROPOSED: MARCH 12, 2020			
Mansfield — or — Land Use Consultants	PO Box 4015		
	830 Cottageview Dr., Suite #201		
	Traverse City, MI 49685		
	Phone: (231) 946-9310		
	Fax: (231) 946-8926		
	DRAWN: MKG		
	APPROVED: MKG		
			19072





LEGEND

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

FLOOR & SECTION PLAN NOTES:

- ALL WALLS ARE CONSTRUCTED 90° TO EACH OTHER, UNLESS OTHERWISE NOTED.
- ALL IMPROVEMENTS SHOWN HEREON "NEED NOT BE BUILT" UNLESS OTHERWISE NOTED.
- ENTIRE PROJECT IS CONVERTIBLE AND CONTRACTIBLE AREA.

1ST FLOOR ELEVATIONS (NAVD '88):

UNIT 9 = 614.9'
UNIT 11 = 609.75'
UNIT 13 = 605.40'



SURVEYOR

Michael K. Giesert
MICHAEL K. GIESERT
PROFESSIONAL SURVEYOR NO. 46666
MANSFIELD LAND USE CONSULTANTS
PO BOX 4015
830 COTTAGEVIEW DR., SUITE #201
TRAVERSE CITY, MICHIGAN 49685

Charlevoix Pointe Condominium

FLOOR & SECTION PLAN		SHEET NO. 5	
PROPOSED: MARCH 12, 2020			
Mansfield — OR Land Use Consultants	PO Box 4015		
	830 Cottageview Dr., Suite #201		
	Traverse City, MI 49685		
	Phone: (231) 946-9310		
	Fax: (231) 946-9926		
		DRAWN: MKG	
		APPROVED: MKG	
		19072	