



\$30.00 AMENDMENT TO MASTER

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(c) An Owner may not vote at any meeting of the Association unless that Owner has delivered to the Association the notice described under subparagraph (b), above. Each vote in respect of each Unit must be cast by the Owner of that Unit or by the duly designated representative of the Persons owning that Unit. A vote may be cast

in person or by proxy or in writing. Any votes that are cast in writing must be signed by the Owner or the duly designated representative casting that vote. Proxies and written votes must be delivered to the secretary of the Association not later than the scheduled time of any meeting of the Association. Cumulative voting is prohibited.

2. Meetings of the Association.

(a) Annual meetings of the Association will be held on the Saturday that is either the Fourth of July or the closest day to the Fourth of July. The time and location of each annual meeting will be determined by the board of directors.

(b) If directed by a resolution of the board of directors or by a petition signed by at least one-third of all of the Owners and presented to the secretary of the Association, the president of the Association will call a special meeting of the Association to conduct any business specified in that resolution or petition. Notice of any special meeting will state the specific business to be conducted at that meeting and the only business that may be conducted at that meeting is the business stated in this notice.

(c) The secretary of the Association will deliver to each Owner a notice of each annual or special meeting of the Association. This notice will state the purpose of the meeting and the date and time and location of the meeting. Meetings of the Association will be held at a location determined by the board of directors that is reasonably convenient to all of the Owners. A meeting notice must be delivered to each Owner not less than 10 days and not more than 60 days before the date of the meeting. If the notice is addressed to each Owner at the address of that Owner that has been identified to the Association pursuant to Paragraph 1(b), above, and if that notice is deposited with the United States Postal Service, with postage prepaid, for delivery by first class mail, that notice will be deemed to have been properly delivered to the recipient of that notice. This notice may be waived by any Owner, if that Owner delivers a written waiver of that notice to the secretary of the Association.

(d) A meeting of the Association may not be conducted if a quorum is not present at that meeting. Unless otherwise provided in the Condominium Documents, a quorum is present at any meeting of the Association if at that particular meeting at least 35% of the percentage value of all of the votes that could be cast at a meeting of the Association at which all of the Owners permitted to vote were present in person, may be cast at that particular meeting (either by Owners or designated representatives present in person or by proxy or by written vote). If a quorum is not present at any particular meeting, the Owners that are present in person at that meeting will adjourn that meeting and may reschedule that meeting to any time that is at least 48 hours later than the adjourned meeting. Unless otherwise provided in the Condominium Documents, any matter in respect of which the votes of the Owners are cast will be determined by a majority of the votes that are cast, whether the votes are cast in person or by proxy or by written vote. A majority of votes is more than 50% of the total percentage of value of all of the votes cast at any meeting of the Association that has been duly called and convened.

(e) The order of the business to be conducted at meetings of the Association will be: First, to determine whether a quorum is present; Second, to determine that every Owner has received notice of the meeting or has duly waived notice of the meeting; Third, to read the minutes of the preceding meeting; Fourth, to receive reports by officers; Fifth, to receive reports by committees; Sixth, to appoint inspectors of election (at annual meetings and at special meetings called to elect directors); Seventh, to elect directors (at annual meetings and at special meetings called to elect directors); Eighth, to attend to any unfinished business; and Ninth, to attend to any new business. Meetings of the Association will be conducted by the most senior officer of the Association who is present at that meeting. The order of seniority of the officers is

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(ii) The vice president, who will perform all of duties which are typically vested in the vice president of a nonprofit association of co-owners and who will also perform any other duties that are from time to time and at any time imposed upon the vice president by the board of directors. If the president is absent or is otherwise not able to perform the duties of the president, the vice president will also perform those duties. If both the president and the vice president are absent or are otherwise unable to perform their respective duties, the board of directors **will** appoint a member of the board of directors to perform those duties on an interim basis.

(iii) The secretary, who will maintain minutes of all of the meetings of the board of directors and of all of the meetings of the Association. If the Association has a seal, the secretary will keep that seal. The secretary will also maintain any other books and papers that the board of directors may require and will also perform any other duties which are typically vested in the secretary of a nonprofit association of co-owners.

(iv) The treasurer, who will be responsible for the funds and any securities of the Association. The treasurer will maintain full and accurate records of all of the expenditures and receipts of the Association. The treasurer will be responsible to deposit all of the monies and other valuable possessions of the Association in the name of and to the credit of the Association, with banks and savings associations that are from time to time designated by the board of directors.

(b) The board of directors may also appoint an assistant treasurer, an assistant secretary, and any other officers deemed necessary by the board of directors. Any person other than the president or the vice president may be elected to hold two offices. The officers of the Association will also have any other duties, powers, and responsibilities that are from time to time and at any time authorized by the board of directors.

(c) Regardless of any of the other terms of this Paragraph upon the affirmative vote of a majority of the board of directors the term of any officer may be terminated, with or without cause, but the board of directors may not vote to terminate the term of any officer at any particular meeting unless notice about that action was included in the notice of that meeting, and before any vote to terminate the term of any officer the board of directors must permit that officer to appear before and be heard by the board of directors. The board of directors may elect a successor to that officer at that same meeting or at any regular meeting of the board of directors or at any special meeting of the board of directors, called for that purpose.

5. Remote Participation. Regardless of any of the other terms of these Bylaws (a) a Person who has a right to participate in any particular meeting may participate in that meeting remotely, to the fullest extent permitted under the Michigan nonprofit corporation act. and (b) any notices required under these bylaws may be delivered electronically, to the fullest extent permitted under the Michigan nonprofit corporation act.

6. Finance.

(a) The Association will keep books and records with a detailed account of the expenditures and receipts affecting the Condominium and its administration and which specify the operating expenses of the Condominium. The books, records, contracts, and financial statements about the administration and operation of the Condominium will be available for examination by any of the Owners or their mortgagees at convenient times



(b) At least once each year the Association will prepare and will distribute to each Owner a financial statement of the Association, the contents of which will be defined by the Association.

(c) If the annual revenues of the Association are greater than \$20,000, the Association will on an annual basis have its books, records, and financial statements independently audited or reviewed by a certified public accountant, as defined in section 720 of Michigan's occupational code (MCL 339.720). The audit or review will be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American institute of certified public accountants. Regardless of the preceding terms of this subparagraph the Association may opt out of the requirements for an audit on an annual basis by an affirmative vote of a majority of its members.

(d) The fiscal year of the Association will be an annual period that will begin on a date determined by the Association and that is subject to change by the Association. The initial fiscal year of the Association is the calendar year.

(e) All of the funds of the Association will be deposited into a bank or savings association determined by the board of directors of the Association. The funds of the Association may only be withdrawn by officers, employees, or agents of the Association who are permitted to withdraw funds of the Association by resolution of board of directors. The funds of the Association may be invested from time to time in accounts or deposit certificates of banks or savings associations which are insured by the Federal Deposit Insurance Corporation or by the Federal Savings and Loan Insurance Corporation, respectively. The funds of the Association may also be invested in interest bearing obligations of the United States of America.

(f) The board of directors may require that any officer or other employee of the Association who is responsible for funds of the Association will obtain and maintain an adequate fidelity bond. The premium for this bond will be paid by the Association and will be an expense in respect of the administration of the Condominium.

7. Indemnification of Officers and Directors. Except to the extent prohibited by law, the Association will indemnify, defend, protect, and hold each director and officer of the Association harmless from and against all expenses and liabilities (including without limitation reasonable attorney's fees) incurred by or imposed against any director or officer in respect of any threatened, pending, or completed (including without limitation completion by settlement) action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, if that person is a party to or is involved in any of these matters by reason of the present or former status of that person as a director or officer of the Association (and regardless of whether that person is a director or an officer of the Association at the time that any of the foregoing expenses are incurred by or imposed against that person); but in no event will the Association indemnify, defend, protect, or hold any person harmless from and against any willful or wanton misconduct or gross negligence by that person; and any indemnification is subject to approval by the board of directors (not including any director seeking indemnification under this Paragraph 17, which director may not vote in respect of that indemnification). The Association may not make any payment under this Paragraph unless the Association has delivered to every Owner written notice of that payment at least 10 days before the date of that payment. This indemnification is in addition to and is not exclusive of any other rights of any officer or director.

8. Limitation of Liability.

(a) A director's or volunteer officer's liability to the corporation, its shareholders, or its members for money damages for any action taken or any failure to

take any action as a director or volunteer officer is eliminated, except liability for: (i) the amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled; (ii) intentional infliction of harm on the corporation, its shareholders, or members; (iii) a violation of section 551 of the Michigan nonprofit corporation act; (iv) an intentional criminal act; or (v) a liability imposed under section 497(a) of the Michigan nonprofit corporation act.

(b) The Association assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the date of these articles if: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; and (ii) the volunteer was acting in good faith; and (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; and (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed under section 3135 of the insurance code of 1956, 1956 PA 218, MCL 500.3135.

(c) If the nonprofit corporation act is amended to authorize the elimination or further limitation of the liability of directors, then the liability of a director of the corporation will be eliminated or limited to the fullest extent permitted by law.

(d) Any amendment of this paragraph will not change the liability of any director of the corporation in respect of any acts or omissions by that director occurring prior to the effective date of the amendment.

9. Seal. The Association is not required to have a seal. If the board of directors determines that the Association will have a seal, the seal of the Association will have inscribed upon it the name of the Association, the words "corporate seal", and the word "Michigan".

10. Consent to Electronic Notice. Each member will deliver to the Association their email address and each member consents to the electronic delivery of all notices using that email address and any notice given to a member by a form of electronic transmission is effective.

11. Corporate bylaws. Article 2 and Article 2A of this Section I are together the corporate bylaws of the Association. If there is a conflict between Article 2 and Article 2A the terms of Article 2A will determine the resolution of the conflict.

5. The first sentence of Section 2 of Article VI of the bylaws that are attached to the Master Deed is entirely amended to state:

A Co-owner may rent or lease their unit for the same purposes set forth in Section 1 of this Article VI, provided that no rental or lease period shall be less than one week and further provided that a unit may not be rented for more than two weeks during any one calendar month and renters may not be accompanied by pets.

6. Article VI of the bylaws that are attached to the Master Deed is amended to include Section 2A which states in its entirety that:

(a) A unit may not be rented for more than four weeks during a calendar year, except that at any time and from time to time during a calendar year a Unit may be rented and occupied by not more than a single tenant and their family for a minimum term of not less than six consecutive weeks. A calendar year begins on January 1 and ends on December 31.



(b) The board of directors will prepare a renter's information sheet and will distribute that sheet to each owner. Not later than 10 days before a renter occupies a Unit that renter must initial that information sheet and a copy of the initialed sheet must be delivered to the president of the Association.

(c) In no event may the number of persons who may occupy a Unit during a rental term exceed the number of bedrooms in the Unit multiplied by 2.5.

(d) Not later than 10 days before the first day of rental of any Unit the owner of that Unit must send to the Association a written notice stating the start date and the end date of the rental, the name and contact information of the renter, and the maximum total number of persons who will occupy the Unit during that period of time.

(e) Offering a unit for rent through a booking service or offering a unit for rent on the internet is not permitted, which means without limitation that offering a unit for rent through VRBO or AirBnB or any similar service is not permitted; but subject to the limitation above about not offering a unit for rent on the internet a unit may be offered for rent through a Michigan licensed real estate broker.

(f) Any renter who has use of the right to use a boat slip must follow the dockominium rules and any boat in a renter's slip must be on a hoist.

(g) Renters and their guests may not park more than two cars in the parking lot.

(h) At any time and from time to time the board of directors may establish reasonable fines that may be assessed against any Owner who violates any of the terms of the By-Laws about rental or any rules about rental. The violation by any renter or their guests of the terms of the By-Laws about rental or any rules about rental is deemed to be a violation by the Owner of the rented Unit. If during any two year period any Owner has violated the terms of the By-Laws about rental or any rules about rental more than three times, then and in addition to assessing any fines the board of directors may terminate the right of that Owner to rent their Unit for up to two years. If during any three year period any Owner has violated the terms of the By-Laws about rental or any rules about rental more than five times, then and in addition to assessing any fines the board of directors may permanently suspend the right of that Owner to rent their Unit.

7. Except as amended by this Amendment the Master Deed has not been amended and is fully effective.

8. This Amendment is effective as of the time it is recorded with the Cheboygan County Register of Deeds.

[Signature appears on next page.]

December 4, 2025

State of NY, ss
County of Albany

This instrument was acknowledged before me this 4- day of December, 2025, by Susan Sohn, the President of Burt View Association, a Michigan nonprofit corporation, on behalf the corporation.

MATEEN KHAN
NOTARYPUBLIC- STATEOF MICHIGAN
COUNTY OF OAKLAND
My commission Expires February B, 2031
Acting in the _____ of _____
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My Commission Expires: <>t/c8;?oJ f

This instrument prepared by and
when recorded return to:

John R. Turner
/ J Post Office Box 2396
/ \ Petoskey, Michigan 49770