

**CONDOMINIUM BYLAWS
OF MAPLE RIDGE ESTATES CONDOMINIUM**

Article I

The Condominium Project

1. *Organization.* Maple Ridge Estates Condominium, a site condominium project located in Hebron Township, Cheboygan County, Michigan, is being constructed in a single phase to comprise a total of 18 sites. Once the Master Deed is recorded, the management, maintenance, operation, and administration of the project shall be vested in an association of co-owners organized as a nonprofit corporation under Michigan law.
2. *Compliance.* All present and future co-owners, mortgagees, lessees, or other persons who may use the facilities of the condominium in any manner shall be subject to and comply with the Michigan Condominium Act, MCLA 559.101 et seq.; MSA 26.50(101) et seq., the Master Deed and its amendments, the Articles of Incorporation, the Association Bylaws, and other condominium documents that pertain to the use and operation of the condominium property. The association shall keep current copies of these documents and make them available for inspection at reasonable hours to co-owners, prospective purchasers, and prospective mortgagees of sites in the project. If the Michigan Condominium Act conflicts with any condominium documents referred to in these bylaws, the act shall govern. A party's acceptance of a deed of conveyance or of a lease or occupancy of a condominium site in the project shall constitute an acceptance of the provisions of these documents and an agreement to comply with them.

Article II

Membership and Voting

1. *Membership.* Each present and future co-owner of a site in the project shall be a member of the association, and no other person or entity shall be entitled to membership. The share of a member in the funds and assets of the association may be assigned, pledged, or transferred only as an appurtenance to the condominium site.
2. *Voting rights.* Except as limited in the Master Deed and in these bylaws, each co-owner shall be entitled to one (1) vote for each site owned.
3. *Members entitled to vote.* No co-owner, other than the Developer, may vote at a meeting of the association until the co-owner presents written evidence of the ownership of a condominium site in the project, nor may a co-owner vote before the initial meeting of members (except for elections held pursuant to Article III, provision 4). The developer may vote only for those sites to which it still holds title and for which it is paying the full monthly assessment in effect when the vote is cast.

The person entitled to cast the vote for the site and to receive all notices and other communications from the association may be designated by a certificate signed by all the record owners of the site and filed with the secretary of the association. Such a certificate shall state the name and address of the designated individual, the number of sites owned, and the name and address of the party who is the legal co-owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until the ownership of the site concerned changes.

4. *Proxies.* Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and for any adjournment of that meeting and must be filed with the association before the appointed time of the meeting.
5. *Majority* At any meeting of members at which a quorum is present, fifty-one percent (51%) of the co-owners entitled to vote and present in person or by proxy, in accordance with the percentages allocated to each condominium site in the Master Deed for the project, shall constitute a majority for the approval of the matters presented to the meeting, except as otherwise required in these bylaws, in the Master Deed, or by law.

Article III Meetings and Quorum

1. *Initial meeting of members.* The initial meeting of the members of the association shall be convened within 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of twenty five percent (25%) of the sites that may be created or within 54 months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a site in the project, whichever occurs first. At the initial meeting, the eligible co-owners may vote for the election of directors of the association. The Developer may call meetings of members of the association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.
2. *Annual meeting of members.* After the initial meeting, an annual meeting of the members shall be held in each year at the time and place specified in the Association Bylaws. At least ten (10) days before an annual meeting, written notice of the time, place, and purpose of the meeting shall be mailed to each member entitled to vote at the meeting. At least twenty (20) days' written notice shall be provided to each member of any proposed amendment to these bylaws or to other condominium documents.
3. *Advisory committee.* Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of one-third (1/3) of the sites that may be created or one year after the initial conveyance of legal or equitable title to a nondeveloper co-owner of a site in the project, whichever occurs first, the developer shall select three (3) nondeveloper co-owners to serve as an advisory committee to the board of directors. The purpose of the advisory committee shall be to facilitate communication between the board of directors and the nondeveloper co-owners and to aid in the ultimate transfer of control to the association. The members of the advisory committee shall serve for one year or until their successors are selected, and the advisory committee shall automatically cease to exist on the transitional

control date. The board of directors and the advisory committee shall meet with each other when the advisory committee requests. However, there shall not be more than two (2) such meetings each year unless both parties agree.

4. *Composition of the board.* Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of twenty five percent (25%) of the sites that may be created, at least one director and at least one-fourth of the board of directors of the association shall be elected by nondeveloper co-owners. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of fifty percent (50%) of the sites that may be created, at least one-third of the board of directors shall be elected by nondeveloper co-owners. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of seventy-five percent (75%) of the sites, the nondeveloper co-owners shall elect all directors on the board except that the Developer may designate at least one director as long as the Developer owns or offers for sale at least ten percent (10%) of the sites in the project or as long as ten percent (10%) of the sites that may be created remain unbuilt.

Notwithstanding the formula provided above, 54 months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a site in the project, if title to at least seventy-five percent (75%) of the sites that may be created has not been conveyed, the nondeveloper co-owners may elect the number of members of the board of directors of the association equal to the percentage of sites they hold, and the Developer may elect the number of members of the board equal to the percentage of sites that it owns and pays assessments for. This election may increase but not reduce the minimum election and designation rights otherwise established in these bylaws. The application of this provision does not require a change in the size of the board as stated in the corporate bylaws.

If the calculation of the percentage of members of the board that the nondeveloper co-owners may elect or if the product of the number of members of the board multiplied by the percentage of sites held by the nondeveloper co-owners results in a right of nondeveloper co-owners to elect a fractional number of members of the board, a fractional election right of 0.5 or more shall be rounded up to the nearest whole number, which shall be the number of members of the board that the nondeveloper co-owners may elect. After applying this formula, the developer may elect the remaining members of the board. The application of this provision shall not eliminate the right of the Developer to designate at least one member, as provided in these bylaws.

5. *Quorum of members.* The presence in person or by proxy of thirty percent (30%) of the co-owners entitled to vote shall constitute a quorum of members. The written vote of any person furnished at or before any meeting at which the person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Article IV
Administration

1. *Board of directors.* The business, property, and affairs of the association shall be managed and administered by a board of directors to be elected in the manner stated in the Association Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been elected and qualified at the initial meeting of members. All actions of the first board of directors of the association named in its Articles of Incorporation or any successors elected by the Developer before the initial meeting of members shall be binding on the association as though the actions had been authorized by a board of directors elected by the members of the association at the initial meeting or at any subsequent meeting, as long as the actions are within the scope of the powers and duties that may be exercised by a board of directors as provided in the condominium documents. The board of directors may void any service contract or management contract between the association and the Developer or affiliates of the Developer on the transitional control date, within 90 days after the transitional control date, or on 30 days' notice at any time after that for cause.

2. *Powers and duties.* The board shall have all powers and duties necessary to administer the affairs of the association. The powers and duties to be exercised by the board shall include the following:
 - a. maintaining the common elements
 - b. developing an annual budget and determining, assessing, and collecting amounts required for the operation and other affairs of the condominium
 - c. employing and dismissing personnel as necessary for the efficient management and operation of the condominium property
 - d. adopting and amending rules and regulations for the use of condominium property
 - e. opening bank accounts, borrowing money, and issuing evidences of indebtedness to further the purposes of the condominium and designating required signatories therefor
 - f. obtaining insurance for condominium property, the premiums of which shall be an administration expense
 - g. leasing or purchasing premises suitable for use by a managing agent or custodial personnel, on terms approved by the board
 - h. granting concessions and licenses for the use of parts of the common elements for purposes not inconsistent with the Michigan Condominium Act or the condominium documents
 - i. authorizing the signing of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the condominium on behalf of the co-owners

- j. making repairs, additions, improvements, and alterations to the condominium property and repairing and restoring the property in accordance with the other provisions of these bylaws after damage or destruction by fire or other casualties or condemnation or eminent domain proceedings
 - k. asserting, defending, or settling claims on behalf of all co-owners in connection with the common elements of the project and, on written notice to all co-owners, instituting actions on behalf of and against the co-owners in the name of the association
 - l. other duties as imposed by resolutions of the members of the association or as stated in the condominium documents
3. *Accounting records.* The association shall keep detailed records of the expenditures and receipts affecting the administration of the condominium. These records shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the association and its co-owners. These records shall be open for inspection by the co-owners during reasonable working hours at a place to be designated by the association. The association shall prepare a financial statement from these records and distribute it to all co-owners at least once a year. The association shall define the contents of the annual financial statement. Qualified independent auditors (who need not be certified public accountants) shall review the records annually and audit them every fifth year. The cost of these reviews and audits shall be an administration expense. Audits need not be certified.
4. *Maintenance and repair.*
 - a. Co-owners must maintain their condominium sites. Any co-owner who desires to repair a common element or modify a site must first obtain written consent from the association and shall be responsible for all damages to any other sites or to the common elements resulting from such repairs or from the co-owner's failure to effect such maintenance and repairs.
 - b. The association shall maintain and repair the general common elements and limited common elements to the extent stated in the Master Deed and shall charge the costs to all the co-owners as a common expense unless the repair is necessitated by the negligence, misuse, or neglect of a co-owner, in which case the expense shall be charged to the co-owner. The association and its agents shall have access to each site during reasonable working hours, on notice to the occupant, for the purpose of maintaining, repairing, or replacing any of the common elements in the site or accessible from it. The association and its agents shall also have access to each site at all times without notice for emergency repairs necessary to prevent damage to other sites or the common elements.
5. *Reserve fund.* The association shall maintain a reserve fund, to be used only for major repairs and replacement of the common elements, as required by MCLA 559.205; MSA 26.50(205). The fund shall be established in the minimum amount stated in these bylaws on or before the transitional control date and shall, to the extent possible, be maintained at a level that is equal to or greater than ten percent (10%) of the current annual budget of the association. The minimum reserve standard required by this provision may prove to be inadequate, and the board shall

carefully analyze the project from time to time to determine whether a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

6. *Mechanics liens.* A mechanics lien for work performed on a condominium site or a limited common element shall attach only to the site or element on which the work was performed. A lien for work authorized by the Developer or the principal contractor shall attach only to condominium sites owned by the Developer when the statement of account and lien are recorded. A mechanics lien for work authorized by the association shall attach to each site in proportion to the extent to which the co-owner must contribute to the administration expenses. No mechanics lien shall arise or attach to a condominium site for work performed on the general common elements that is not contracted by the association or the Developer.
7. *Managing agent.* The board may employ for the association a management company or managing agent at a compensation rate established by the board to perform duties and services authorized by the board, including the powers and duties listed in provision 2 of this article. The Developer or any person or entity related to it may serve as managing agent if the board appoints the party.
8. *Officers.* The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the association and may contain any other provisions pertinent to officers of the association that are not inconsistent with these bylaws. Officers may be compensated, but only on the affirmative vote of more than sixty percent (60%) of all co-owners, in number and in value.
9. *Indemnification.* All directors and officers of the association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the association on ten (10) days' notice to all co-owners, in the manner and to the extent provided by the Association Bylaws. If no judicial determination of indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of co-owners vote to procure such an opinion.

Article V Assessments

1. *Administration expenses.* The association shall be assessed as the entity in possession of any tangible personal property of the condominium owned or possessed in common by the co-owners. Personal property taxes based on such assessments shall be treated as administration expenses. All costs incurred by the association for any liability connected with the common elements or the administration of the project shall be administration expenses. All sums received pursuant to any policy of insurance securing the interests of the co-owners against liabilities or losses connected with the common elements or the administration of the project shall be administration receipts.

2. *Determination of assessments.* From time to time and at least annually, the board shall adopt a budget for the condominium that shall include the estimated funds required to defray common expenses for which the association is responsible for the next year, including a reasonable allowance for contingencies and reserves and shall allocate and assess these common charges against all co-owners according to their respective common interests on a monthly basis. In the absence of co-owner approval as provided in these bylaws, such assessments shall be increased only if one of the following conditions is met:
 - a. The board finds the budget as originally adopted is insufficient to pay the costs of operating and maintaining the common elements.
 - b. It is necessary to provide for the repair or replacement of existing common elements.
 - c. The board decides to purchase additions to the common elements, the costs of which may not exceed \$1,600 or \$50 per site annually, whichever is less.
 - d. An emergency or unforeseen development necessitates the increase. Any increase in assessments other than under these conditions, including assessments to purchase or lease a site for the use of a resident manager, shall be considered a special assessment requiring approval by a vote of sixty percent (60%) or more of the co-owners, in number and in value.
3. *Levy of assessments.* All assessments levied against the sites to cover administration expenses shall be apportioned among and paid by the co-owners equally, in advance and without any increase or decrease in any rights to use limited common elements. The common expenses shall include expenses the board deems proper to operate and maintain the condominium property under the powers and duties delegated to it under these bylaws and may include amounts to be set aside for working capital for the condominium, for a general operating reserve, and for a reserve to replace any deficit in the common expenses for any prior year. Any reserves established by the board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The board shall advise each co-owner in writing of the amount of common charges payable by the co-owner and shall furnish copies of each budget on which such common charges are based to all co-owners.
4. *Collection of assessments.* Each co-owner shall be obligated to pay all assessments levied on the co-owner's site while the co-owner owns the site. No co-owner may be exempted from liability for the co-owner's contribution toward the administration expenses by a waiver of the use or enjoyment of any of the common elements or by the abandonment of the co-owner's site. If any co-owner defaults in paying the assessed charges, the board may impose reasonable fines or charge interest at the legal rate on the assessment from the date it is due. Unpaid assessments shall constitute a lien on the site that has priority over all other liens except state or federal tax liens and sums unpaid on a first mortgage of record recorded before any notice of lien by the association. The association may enforce the collection of a lien by a suit at law for a money judgment or by foreclosure of the liens, securing payment as provided in MCLA 559.208;MSA 26.50(208). All expenses incurred in collection, including interest, costs, and actual attorney fees, and any advances for taxes or other liens paid by the association to protect its lien shall be chargeable to the co-owner in default.

On the sale or conveyance of a condominium site, all unpaid assessments against

the site shall be paid out of the sale price by the purchaser in preference over any other assessments or charges except as otherwise provided by the condominium documents or by the Michigan Condominium Act. A purchaser or grantee shall be entitled to a written statement from the association stating the amount of unpaid assessments against the seller or grantor. Such a purchaser or grantee shall not be liable for liens for any unpaid assessments against the seller or grantor in excess of the amount in the written statement; neither shall the site conveyed or granted be subject to any such liens. Unless the purchaser or grantee requests a written statement from the association at least five (5) days before a sale, as provided in the Michigan Condominium Act, the purchaser or grantee shall be liable for any unpaid assessments against the site, together with interest, costs, and attorney fees incurred in the collection of unpaid assessments.

The association may also enter the common elements, limited or general, to remove or abate any condition or may discontinue the furnishing of any services to a co-owner in default under any of the condominium documents on seven (7) days' written notice to the co-owner. A co-owner in default may not vote at any meeting of the association as long as the default continues.

5. *Obligations of the Developer.*

- a. Until the regular monthly assessments paid by co-owners other than the Developer are sufficient to support the total costs of administration (excluding reserves), the Developer shall pay the balance of such administration costs on account of the sites owned by it, whether or not they are constructed.
- b. Once the regular monthly assessments paid by co-owners other than the Developer are sufficient to support the total costs of administration (excluding reserves), the Developer shall be assessed by the association for actual costs, if any, incurred by the association that are directly attributable to the sites being constructed by the Developer, together with a reasonable share of the costs of administration that indirectly benefit the Developer (other than costs attributable to the maintenance of dwellings), such as legal fees, accounting fees, and maintenance of the landscaping, drives, and walks. If a site owned by the Developer is leased or otherwise permanently occupied by a person holding under or through the Developer, the Developer shall pay all regular monthly assessments for the site. In no event shall the Developer be responsible for the cost of capital improvements or additions, by special assessment or otherwise, except for occupied sites owned by it.

Article VI

Taxes, Insurance, and Repairs

1. *Taxes.* After the year when the construction of the building containing a site is completed, all special assessments and property taxes shall be assessed against the individual sites and not against the total property of the project or any part of it. In the initial year in which the building containing a site is completed, the taxes and special assessments that become a lien against the property of the condominium shall be administration expenses and shall be assessed against the sites according to their percentages of value. Special assessments and property taxes in any year when the property existed as an established project on the tax day shall be assessed against

the individual sites, notwithstanding any subsequent vacation of the project.

Assessments for subsequent real property improvements to a specific site shall be assessed to that site only. Each site shall be treated as a separate, single site of real property for the purpose of property taxes and special assessments and shall not be combined with any other sites. No assessment of a fraction of any site or a combination of any site with other sites or fractions of sites shall be made, nor shall any division or split of an assessment or tax on a single site be made, notwithstanding separate or common ownership of the site.

2. *Insurance.* The association shall be appointed as attorney-in-fact for each co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and applicable, fire insurance with extended coverage; vandalism and malicious mischief endorsements; and liability insurance and worker compensation insurance pertinent to the ownership, use, and maintenance of the common elements to the project. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:
 - a. All such insurance shall be purchased by the board of directors for the benefit of the association, the co-owners, their mortgagees, and the Developer, according to their interests. Each co-owner shall be responsible for obtaining insurance coverage at the co-owner's expense on the co-owner's site. Each co-owner is responsible for obtaining insurance for the personal property located on the co-owner's site or elsewhere in the condominium, for personal liability for occurrences on the co-owner's site or on limited common elements appurtenant to the site. The association shall have no responsibility for obtaining such insurance. The association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the association or any co-owner shall contain appropriate provisions for the insurer to waive its right of subrogation regarding any claims against any co-owner or the association.
 - b. All common elements of the project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping, blacktopping, foundation, and excavation costs, as determined annually by the board of directors of the association. Any improvements made by a co-owner within a site shall be covered by insurance obtained at the expense of the co-owner. If the association elects to include owner improvements under its insurance coverage, any additional premium cost to the association attributable to the coverage shall be assessed to the co-owner and collected as a part of the assessments against the co-owner as provided in these bylaws.
 - c. If required, the association shall maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees, and employees and all others who are responsible for handling the association's funds. Such fidelity bonds shall meet the following requirements:
 - (1) The association shall be named as an obligee.
 - (2) The policy shall be written in whatever amount any lending institution or other agency requesting the policy requires, according to the estimated annual operating expenses of the condominium project, including reserves.

- (3) The policy shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of *employee* or similar terms.
 - (4) The policy shall provide that it may not be canceled or substantially modified, including for nonpayment of premiums, without at least 30 days' written notice.
- d. The board of directors is irrevocably appointed the agent for each co-owner, each mortgagee, other named insureds and their beneficiaries, and any other holders of liens or other interests in the condominium or the property, to adjust and settle all claims arising under insurance policies purchased by the board and to sign and deliver releases once claims are paid.
 - e. Except as otherwise set forth in these bylaws, all premiums on insurance purchased by the association pursuant to these bylaws shall be administration expenses.
3. *Reconstruction and repairs.* If the condominium project or any of its common elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the project or common elements and payable because of the destruction or damage are sufficient to reconstruct the project, then the proceeds shall be applied to reconstruction. As used in this provision, *reconstruction* means restoration of the project to substantially the same condition that it was in before the disaster, with each site and the common elements having the same boundaries as before.
- a. If the property is not insured against the peril causing the loss or the proceeds of the policies insuring the project and payable because of the loss are insufficient to reconstruct the project, provisions for reconstruction may be made by the affirmative vote of at least 75 percent of the co-owners voting at a meeting called for that purpose. Any such meeting shall be held within thirty (30) days after the final adjustment of insurance claims, if any, or within ninety (90) days after the disaster, whichever occurs first. At any such meeting, the board or its representative shall present to the co-owners present an estimate of the cost of the reconstruction and the estimated amount of necessary special assessments against each site to pay for it. If the property is reconstructed, any insurance proceeds shall be applied to the reconstruction, and special assessments may be made against the sites to pay the balance.
 - b. If the property is not insured against the peril causing the loss or the proceeds of the policies insuring the project and payable because of the loss are insufficient to reconstruct the project and provisions for reconstruction are not made pursuant to the preceding paragraph, provisions for the withdrawal of any part of the property from the provisions of the Michigan Condominium Act and the project may be made by the affirmative vote of at least seventy-five percent (75%) of the co-owners voting at a meeting called for that purpose. Any such meeting shall be held within thirty (30) days after the final adjustment of insurance claims, if any, or within ninety (90) days after the disaster, whichever occurs first. When a site or part of a site is withdrawn, the percentage of ownership in the common elements appurtenant to that site shall be reallocated among the remaining sites based on the relative percentages of ownership in the common elements appurtenant to each remaining site. If only part of a site is

withdrawn, the percentage of ownership in the common elements appurtenant to that site shall be reduced accordingly, based on the diminution in the market value of the site, as determined by the board. Any insurance proceeds shall be allocated, on the basis of square footage withdrawn or some other equitable basis determined by the board, among the sites, parts of sites, and parts of the common elements withdrawn. As compensation for such withdrawals.

- (1) any insurance proceeds allocated to withdrawn sites or parts of sites shall be paid to the owners in proportion to their percentages of ownership in the common elements appurtenant to the withdrawn sites or parts of sites;
- (2) any insurance proceeds allocated to withdrawn parts of the limited common elements shall be paid to the site owners entitled to their use in proportion to their percentages of ownership in the common elements appurtenant to the sites served by the withdrawn limited common elements; and
- (3) any insurance proceeds allocated to withdrawn parts of the general common elements shall be paid to all site owners in proportion to their percentages of ownership in the common elements.

On the withdrawal of any site or part of a site, the owner shall be relieved of any further responsibility or liability for the payment of any assessments for the site, if the entire site is withdrawn or for the payment of the part of assessments proportional to the diminution in square footage of the site if only part of the site is withdrawn.

- c. If the property is not insured against the peril causing the loss or the proceeds of the policies insuring the project and payable because of the loss are insufficient to reconstruct the project and no provisions for either reconstruction or withdrawal are made pursuant to the preceding paragraphs, the provisions of the Michigan Condominium Act shall apply. Prompt written notice of all material damage or destruction to a site or any part of the common elements shall be given to the holders of first mortgage liens on any affected sites.
4. *Eminent domain.* The following provisions shall pertain on any taking by eminent domain:
- a. If any part of the common elements is taken by eminent domain, the award shall be allocated to the co-owners in proportion to their undivided interests in the common elements. The association, through its board of directors, may negotiate on behalf of all co-owners for any taking of common elements, and any negotiated settlement approved by more than two-thirds of the co-owners based on assigned voting rights shall bind all co-owners.
 - b. If a site is taken by eminent domain, that site's undivided interest in the common elements shall be reallocated to the remaining sites in proportion to their undivided interests in the common elements. The court shall enter a decree reflecting the reallocation of undivided interests and the award shall include just compensation to the co-owner of the site taken for the co-owner's undivided interest in the common elements, as well as for the site.
 - c. If part of a site is taken by eminent domain, the court shall determine the fair market value of the part of the site not taken. The undivided interest for the site

in the common elements shall be reduced in proportion to the diminution in the fair market value of the site resulting from the taking. The part of the undivided interest in the common elements thus divested from the co-owner of a site shall be reallocated among the other sites in the project in proportion to their undivided interests in the common elements. A site that is partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court order under this provision. The court shall enter a decree reflecting the reallocation of undivided interests, and the award shall include just compensation to the co-owner of the site partially taken for that part of the undivided interest in the common elements divested from the co-owner and not revested in the co-owner pursuant to provision d, as well as for the part of the site taken by eminent domain.

- d. If the taking of part of a site makes it impractical to use the remaining part of that site for a lawful purpose permitted by the condominium documents, the entire undivided interest in the common elements appertaining to that site shall be reallocated to the remaining sites in the project in proportion to their undivided interests in the common elements. The remaining part of the site shall then be a common element. The court shall enter an order reflecting the reallocation of undivided interests, and the award shall include just compensation to the co-owner of the site for the co-owner's entire undivided interest in the common elements and for the entire condominium site.
- e. Votes in the association and liability for future administration expenses pertaining to a site that is taken or partially taken by eminent domain shall be reallocated to the remaining sites in proportion to their voting strength in the association. The voting strength in the association of a site that is partially taken shall be reduced in proportion to the reduction in its undivided interest in the common elements.

Article VII

Use and Occupancy Restrictions

1. *Residential use.* Condominium sites shall be used exclusively for residential occupancy. No site or common element shall be used for any purpose other than as a single-family residence or for other purposes customarily incidental to that use, except that professional and quasi-professional co-owners may use their residences as ancillary facilities to their offices established elsewhere, as long as such use does not generate unreasonable traffic by members of the general public. However, these restrictions on use shall not be construed to prohibit a co-owner from (a) maintaining a personal professional library, (b) keeping personal business or professional records or accounts, or (c) handling personal business or professional telephone calls or correspondence. Such uses are customarily incidental to principal residential use and not in violation of these restrictions.
2. *Common areas.* Only co-owners of sites in the condominium and their agents, tenants, family members, invitees, and licensees may use the common elements for access to and from the sites and for other purposes incidental to the use of the sites. Any recreational facilities, storage areas, and other common areas designed for a

specific use shall be used only for the purposes approved by the board. The use, maintenance, and operation of the common elements shall not be obstructed or unreasonably interfered with by any co-owner and shall be subject to any leases, concessions, or easements now or later entered into by the board.

3. *Specific prohibitions.* Without limiting the generality of the preceding provisions in this article, the use of the project and all common elements by any co-owner shall be subject to the following restrictions:
- a. Except for sites owned by the Developer and used for displaying model homes, all sites shall be used for single-family residential purposes only. For the purposes hereof, "single-family" means (i) not more than two persons, whether or not related by blood or marriage; or, alternatively, but not cumulatively, (ii)(a) a man or a woman (or a man and a woman living together as a husband and wife), (b) the children of either and of both of them, and/or (c) the parents of either but not both of them, and (d) no other persons except as approved by the Developer, shall permanently occupy or reside in any site.
 - b. No part of a site may be rented and no transient tenants may be accommodated in a site. However, this restriction shall not prevent the rental or sublease of an entire site for residential purposes or of a limited common element appurtenant to a site as provided in Article IX.
 - c. No co-owner shall make any alterations, additions, or improvements to any general common element or make changes to the exterior or structure of a limited common elements without written approval from the association. The association shall not approve any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the project. An owner may make alterations, additions, or improvements within a site without written approval from the board, but the owner shall be responsible for any damage to other sited, the common elements, the property, r any part of them that results from such alterations, additions or improvements.
 - d. No nuisances shall be permitted on the condominium property, nor shall any use or practice that is a source of annoyance to the residents or that interferes with the peaceful possession or proper use of the property by its residents be permitted.
 - e. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part of it, and nothing shall be done or kept on any site or on the common elements that would increase the insurance premiums for the project without written consent from the board. No co-owner shall permit anything to be done or kept on a site or on the common elements that would result in the cancellation of insurance on any site or on any part of the common elements or that would violate any law.
 - f. No signs, banners, or advertising devices shall be displayed that are visible from the individual sites or on the common elements, including "for sale" signs, without permission from the association or the managing agent.
 - g. No co-owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles on a site in a way that is visible to the neighboring site.

- h. No co-owner shall use or permit any occupant, agent, tenant, invitee, guest or family member to use any firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks or other dangerous weapons, projectiles, or devices anywhere on or around the condominium premises.
- i. In the absence of an election to arbitrate pursuant to Article X of these bylaws, a dispute or question whether a violation of any specific regulation or restriction in this article has occurred shall be submitted to the board of directors of the association, which shall conduct a hearing and render a written decision. The board's decision shall bind all owners and other parties that have an interest in the condominium project.
- j. No building shall be erected on any lot except a single, private dwelling to be occupied by not more than one (1) family, for residential purposes only. No commercial, manufacturing, service or rental enterprise shall be conducted on any lot.
- k. Minimum home size: All homes shall be a minimum of 1400 square feet of above grade for a single story dwelling including any enclosed living space and excluding garage, basement, porch, breezeway or entranceway. The minimum above ground floor area for a bilevel or two (2) story home shall be 1000 square feet with the total enclosed living space continuing to 1500 square feet or larger. To take advantage of the existing, natural slopes, which are ideally suited for walk-out lower levels, dwellings may include as part of their minimum square footage, the square footage of that part of a dwelling which is part below grade and which has a walk-out/exposed lower level. (Note: bilevel means a dwelling consisting of two stories, one of which may be a basement having a vertical distance from the grade to the ceiling of four feet or more.)
- l. All buildings shall be limited to thirty (30) feet in height above the main ground level of the building foundation level.
- m. All building exteriors will be rustic in appearance, composed of natural wood (redwood, cedar or logs), brick and/or stone, high quality vinyl or decorative cement board siding. All homes are to be sided with permanent siding within one year from the start of the initial home construction. Textured plywood or aluminum siding may not be used, except the aluminum materials for gutters, trim and soffits. All wood exteriors will be properly stained or painted. Colors will be natural, rustic, earth-tone hues with flat finishes preferred.
- n. The Developer is encouraging all homes to be built with attached garages that are architecturally related to the dwelling and constructed with similar exterior materials. If the owner chooses to build a detached garage, it must also be constructed with exterior materials consistent with the exterior of the home and be completely finished at the time the home is finished and ready for occupancy.
- o. Mobile homes, modular homes or any other factory built structures which have metal frames or titles (whether referred to as "modular" or not) shall not be permitted.

- p. All roofing materials shall be a dark color, with black or brown preferred.
- q. Windows, all window frames, casings, sills and lentils will be of wood, vinyl or aluminum clad (painted).
- r. All construction materials shall satisfy all applicable building code requirements.
- s. Every effort should be made to locate and/or orient each dwelling in such a manner as to limit the view obstructions impacting other lot owners.
- t. All side-lot setbacks shall be a minimum of fifteen (15) feet; no structures of storage will be permitted in this area. Other setbacks shall conform to Hebron Township requirements.
- u. All stumps, trees and brush, cut or cleared to provide for dwelling and/or driveway construction must be removed with all reasonable dispatch from the premises, except timber cut and saved for firewood.
- v. Any debris resulting from the construction or improvement or alteration of a lot shall be removed with all reasonable dispatch from the lot in order to prevent an unsightly or unsafe condition.
- w. All land cuts caused by driveway installation or home construction must be stabilized with natural materials to prevent soil erosion.
- x. The natural drainage of any lot shall not be changed except to protect dwellings from runoff.
- y. Existing trees and natural cover (wildflowers, groundcover, shrubs, etc.) shall be preserved wherever possible and practical. No tree four (4) inches in diameter or larger shall be removed from any site unless one of the following conditions exists:
 - 1. It is within twenty (20) feet of a building or permanent structure
 - 2. It obstructs a driveway.
 - 3. It creates a hazard to a building, structure or human life.
 - 4. It would encourage healthier growth of surrounding trees.
- z. Natural groundcover, wood chips or other natural plantings that are indigenous to the wooded area are encouraged.
- aa Construction of all residences and structures will be done only by residential homebuilders, licensed by the State of Michigan.
- bb All automobiles and trucks parked outside of garage must bear a current license plate and must be road worthy. At no time can automobiles be parked on lawns. Major auto repair work is allowed only inside a garage.

- cc You can store one (1) pleasure boat and one (1) motor home, travel trailer, fifth wheel trailer or camper adjacent to the garage. Item must be in good condition without rust, unsightly dents, and must not be stored in front of homes, on the driveway or in the back yard.
 - dd No item of equipment, furniture, or any other large movable item shall be allowed on any lot except lawn furniture and/or picnic tables provided the same are kept in neat and good condition. All other items, such as lawn mowers, snowmobiles, dune buggies, trailers, ATVs, jet-skies, etc., shall be stored in a garage or wooden storage shed.
 - ee Fences of any kind are discouraged, as they are not a part of the natural and rustic setting. Small and decorative garden type fences are permitted.
 - ff Satellite dish or TV antennas can be installed but should be sized and placed so they are not visible from other adjacent lots or roadways
 - gg No owner shall engage in or permit hunting in any form anywhere on the property.
 - hh No trash, garbage or rubbish of any kind shall be placed on any lot, except in sanitary containers for removal. All sanitary containers shall be kept within the garage.
 - ii Except for household dogs (not including Pit Bulls), cats, small caged birds, and fish, an owner may not keep, raise or breed animals, livestock or poultry of any kind on any lot. No household pet may be kept, raised, or bred on any lot for commercial purposes. Fenced dog runs that are essentially concealed from other property owners are allowed. They should be located to the rear of a garage or storage building. Pets are not allowed to run free. Deposits of fecal matter shall be immediately removed by the owner of the pet dropping them.
 - jj On-site sewage disposal systems for Lots 12-18 must be located between the road and the building site. A minimum of 50 feet upland from the edge of the bluff.
 - kk A minimum isolation distance of 50 feet must be maintained between all septic tanks, and drainfields, to all wells.
 - ll Permits for the construction of on-site sewage disposal systems and water wells are required, and are the responsibility of each individual owner.
4. *Rules of conduct.* The board may promulgate and amend reasonable rules and regulations concerning the use of condominium sites and limited and general common elements. The board shall furnish copies of such rules and regulations to each co-owner at least ten (10) days before they become effective. Such rules and regulations may be revoked at any time by the affirmative vote of more than sixty-six percent (66%) of all co-owners, in number and in value.

5. *Remedies on breach.* A default by a co-owner shall entitle the association to the following relief:
- a. Failure to comply with any restriction on use and occupancy in these bylaws or with any other provisions of the condominium documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, the foreclosure of a lien, or any other remedy that the board of directors determines is appropriate as may be stated in the condominium documents, including the discontinuance of services on seven (7) days' notice, the levying of fines against co-owners after notice and hearing, and the imposition of late charges for the nonpayment of assessments. All such remedies shall be cumulative and shall not preclude any other remedies.
 - b. In a proceeding arising because of an alleged default by a co-owner, if the association is successful, it may recover the cost of the proceeding and actual attorney fees as the court may determine.
 - c. The failure of the association to enforce any provision of the condominium documents shall not constitute a waiver of the right of the association to enforce the provision in the future.

An aggrieved co-owner may compel the enforcement of the condominium documents by an action for injunctive relief or damages against the association, its officers, or another co-owner in the project.

6. *Use by the developer.* While a site is for sale by the Developer, the Developer and its agents, employees, contractors, subcontractors, and their agents and employees may access any part of the project as is reasonably required for the purpose of the sale. Until all the sites in the project have been sold by the Developer and each site is occupied by the purchaser, the Developer may maintain a sales office, model dwellings, a business office, a construction office, trucks, other construction equipment, storage areas, and customary signs to enable the development and sale of the entire project. The Developer shall restore all areas and equipment to habitable status when it is finished with this use.

Article VIII Mortgages

1. *Mortgage of condominium sites.* Any co-owner who mortgages a condominium site shall notify the association of the name and address of the mortgagee, and the association shall maintain such information in a book entitled "Mortgagees of sites." At the written request of a mortgagee of any site, the mortgagee may (a) inspect the records of the project during normal business hours, on reasonable notice; (b) receive a copy of the annual financial statement of the association, which is prepared for the association and distributed to the owners; and (c) receive written notice of all meetings of the association and designate a representative to attend all such meetings. However, the association's failure to fulfill any such request shall not affect the validity of any action or decision.
2. *Notice of insurance.* The association shall notify each mortgagee appearing in the book of mortgagees of the name of each company insuring the condominium

against fire, perils covered by extended coverage, and vandalism and malicious mischief and of the amounts of such coverage.

3. *Rights of mortgagees.* Notwithstanding any other provision of the condominium documents, except as required by law, any first mortgage of record of a condominium site is subject to the following provisions:
 - a. The holder of the mortgage is entitled, on written request, to notification from the association of any default by the mortgagor in the performance of the mortgagor's obligations under the condominium documents that is not cured within 30 days.
 - b. The holder of any first mortgage that comes into possession of a condominium site pursuant to the remedies provided in the mortgage, deed, or assignment in lieu of foreclosure shall be exempt from any option, right of first refusal, or other restriction on the sale or rental of the mortgaged site, including restrictions on the posting of signs pertaining to the sale or rental of the site.
 - c. The holder of any first mortgage that comes into possession of a condominium site pursuant to the remedies provided in the mortgage, deed, or assignment in lieu of foreclosure shall receive the property free of any claims for unpaid assessments or charges against the mortgaged site that have accrued before the holder comes into possession of the site (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments charged to all sites, including the mortgaged site).
4. *Additional notification.* When notice is to be given to a mortgagee, the board of directors shall also notify the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, or any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of sites in the condominium if the board of directors has received notice of the entity's participation.

Article IX

Leases

1. *Notice of leases.* Any co-owner, including the Developer, who desires to rent or lease a condominium site for more than thirty (30) consecutive days shall inform the association in writing before presenting a lease form to a prospective tenant and, at the same time, shall give the association a copy of the exact lease form for its review for compliance with the condominium documents. No site shall be rented or leased for less than sixty (60) days without written consent from the association. If the Developer proposes to rent condominium sites before the transitional control date, it shall notify either the advisory committee or each co-owner in writing.
2. *Approval of proposed lease.* The Association must approve a perspective lease prior to co-owner leasing the premises. The only basis for rejection of a perspective

lease by the Association is violation of rule 6 of this article. The Association shall notify co-owner of approval or disapproval 14 days prior to the commencement of the perspective lease.

3. *Terms of leases.* Tenants and non-co-owner occupants shall comply with the provisions of the condominium documents of the project, and all lease and rental agreements shall state this condition.
4. *Remedies.* If the association determines that any tenant or non-co-owner occupant has failed to comply with the provisions of the condominium documents, the association may take the following actions:
 - a. The association shall notify the co-owner by certified mail addressed to the co-owner at the co-owner's last known residence of the alleged violation by the tenant.
 - b. The co-owner shall have fifteen (15) days after receiving the notice to investigate and correct the alleged breach by the tenant or to advise the association that a violation has not occurred.
 - c. If, after fifteen (15) days, the association believes that the alleged breach has not been cured or might be repeated, it may institute an action for eviction against the tenant or non-co-owner occupant and a simultaneous action for money damages (in the same or another action) against the co-owner and the tenant or non-co-owner occupant for breach of the provisions of the condominium documents. The relief stated in this provision may be by summary proceeding. The association may hold both the tenant and the co-owner liable for any damages to the general common elements caused by the co-owner or the tenant.
5. *Assessments.* When a co-owner is in arrears to the association for assessments, the association may notify any tenant occupying a co-owner's site under a lease or rental agreement of the arrearage in writing. After receiving such a notice, the tenant shall deduct from rental payments due to the co-owner the full arrearage and future assessments as they fall due and shall pay them to the association. Such deductions shall not be a breach of the rental agreement or lease.
6. *Maximum Percentage of Leases.* The number of leased sites cannot exceed 33% of the total sites of the project at any one time.

Article X
Arbitration

1. *Submission to arbitration.* Any dispute, claim, or grievance relating to the interpretation or application of the Master Deed, bylaws, or other condominium documents among co-owners or between owners and the association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the association, be submitted to arbitration by the arbitration association. The parties shall accept the arbitrator's award as final and binding. All arbitration under these bylaws shall proceed in accordance with MCLA 600.5001 et seq.; MSA 27A.5001 et seq. and applicable rules of the arbitration association.

2. *Disputes involving the Developer.* A contract to settle by arbitration may also be signed by the Developer and any claimant with a claim against the Developer that may be the subject of a civil action, subject to the following conditions:
 - a. At the exclusive option of a purchaser, co-owner, or person occupying a restricted site in the project, the Developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the Developer that involves less than \$2,500 and relates to a purchase agreement, condominium site, or the project.
 - b. At the exclusive option of the association of co-owners, the Developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the Developer that relates to the common elements of the project and involves less than \$10,000.
3. *Preservation of rights.* The election of a co-owner or the association to submit a dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. However, except as otherwise stated in this article, no interested party shall be precluded from petitioning the courts to resolve a dispute, claim, or grievance in the absence of an election to arbitrate.

Article XI
Miscellaneous Provisions

1. *Severability.* If any of the provisions of these bylaws or any condominium document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, or impair any of the other provisions of these documents or the remaining part of any provision that is held to be partially invalid or unenforceable. In such an event, the documents shall be construed as if the invalid or unenforceable provisions were omitted.
2. *Notices.* Notices provided for in the Michigan Condominium Act, the Master Deed, and the bylaws shall be in writing and shall be addressed to the association at or to the co-owner at the address stated in the deed of conveyance, or to either party at a subsequently designated address. The association may designate a different address by notifying all co-owners in writing. Any co-owner may designate a different address by notifying the association in writing. Notices shall be deemed delivered when they are sent by U.S. mail with the postage prepaid or when they are delivered in person.
3. *Amendments.* These bylaws may be amended or repealed only in the manner stated in Article VII of the Master Deed.

Mackinaw Land Enterprise LLC

Dated: 5-14-01

Terry J. Paquet
BY: Terry J. Paquet
ITS: Member

Dated: 5-07-01

Daniel A. Paquet
BY: Daniel A. Paquet
ITS: Member

DATE: 12/12/78
 DRAWN BY: MACKENZIE, 139N
 PROJECT SITE



PROJECT SITE

I, BRIAN K. FULLFORD, PROFESSIONAL LAND SURVEYOR OF MICHIGAN, HEREBY CERTIFY:
 THAT THE SUBDIVISION PLAN KNOWN AS CHEBOTKA SUBDIVISION PLAN NO. [] AS SHOWN ON THE DRAWINGS, REPRESENTS A SURVEY ON THE GROUND DIRECTIONAL THAT THERE ARE NO EXISTING ENCLAVE LAND AND PROPERTY HEREIN DESCRIBED.
 THAT THE REQUIRED MONUMENTS AND IRON MARKS IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE RULES PROMULGATED UNDER SECTION 142 OF THE PUBLIC ACTS OF 1978.
 THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY THE RULES PROMULGATED UNDER SECTION 142 OF THE PUBLIC ACTS OF 1978.

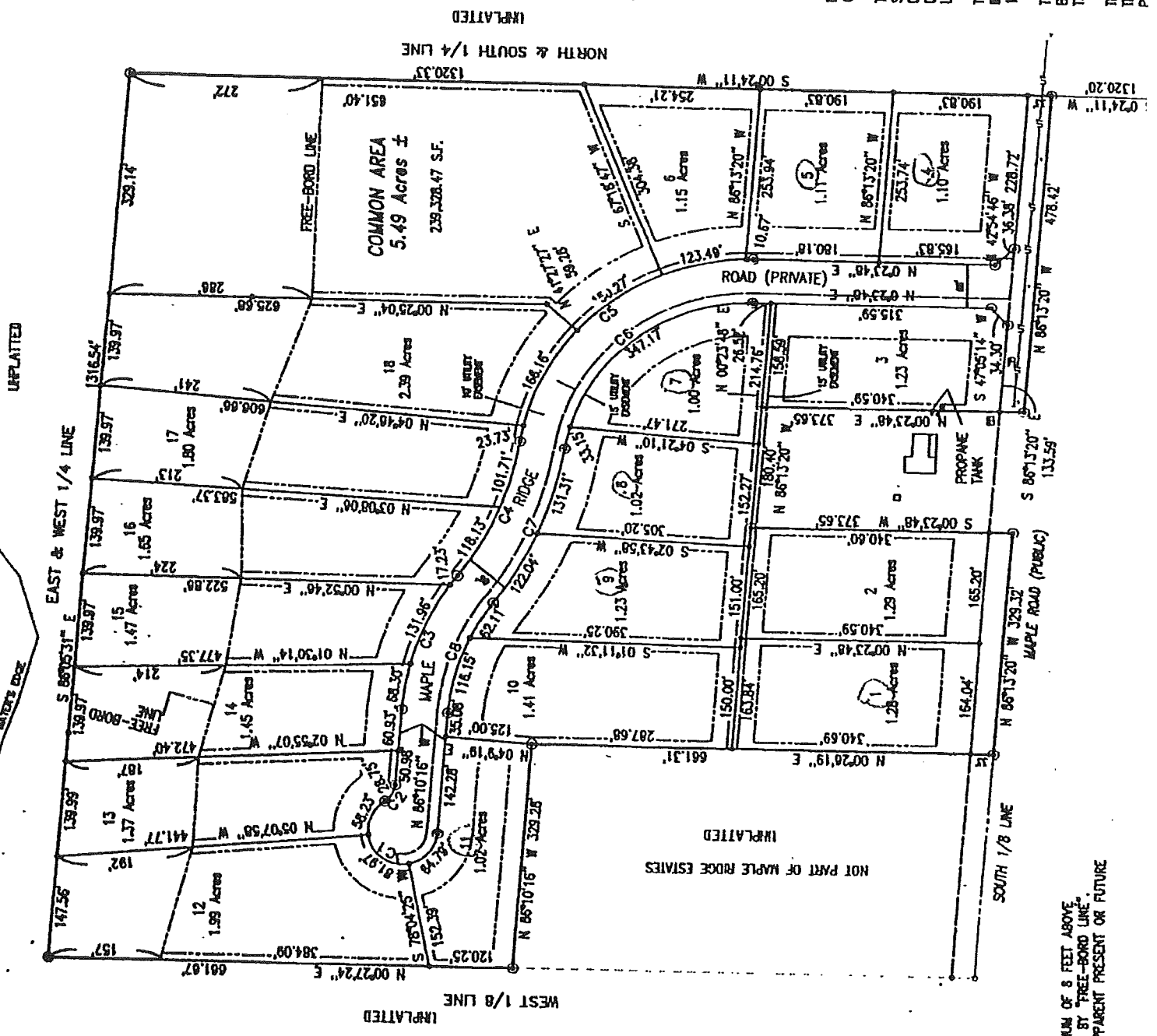
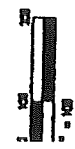


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	366.00	34.97244"
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	267.00	81.36241"
	499.00	29.95211"
	300.00	34.97244"



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Maple Ridge Estates
CLERK OF COURT
CHEBOYGAN COUNTY, MICHIGAN

MASTER DEED FOR MAPLE RIDGE ESTATES CONDOMINIUM
as required by the Michigan Condominium Act,
MCLA 559.101 et seq., MSA 26.50(101) et seq.

Cheboygan County Condominium Subdivision Plan No. 47

1. the Master Deed establishing Maple Ridge Estates Condominium, a condominium project.
2. Exhibit A to the Master Deed: Condominium Bylaws of Maple Ridge Estates Condominium
3. Exhibit B to the Master Deed: Condominium Subdivision Plan for Maple Ridge Estates Condominium.
4. Exhibit C to the Master Deed: Affidavit of Mailing for Notices required by MCLA 559.171; MSA 26.50(171)

No interest in real estate is being conveyed by this document. No revenue stamps are required.

I hereby certify that for the five years preceding date of said instrument there are no tax liens or Tides held by the State for any unpaid taxes, except such taxes as may be in the process of collecting.

6-6 20 01 *Francis Taylor*
Cheboygan, MI Cheboygan County Treasurer
39629

Drafted by:

Gilbert & Gilbert LLP
James L. Gilbert, Attorney at Law
1010 South Main Street
Cheboygan, MI 49721

When recorded, return to:

Gilbert & Gilbert LLP
James L. Gilbert, Attorney at Law
1010 South Main Street
Cheboygan, MI 49721

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JR 6029

MASTER DEED FOR MAPLE RIDGE ESTATES CONDOMINIUM
as required by the Michigan Condominium Act,
MCLA 559.101 et seq., MSA 26.50(101) et seq

This master deed is made and signed on the 14th day of May, 2001. The Developer, a Michigan corporation whose principal office is situated at 11810 Maple Road, Carp Lake, MI 49718, is represented in this document by Daniel A. Paquet and Terry J. Paquet, who are fully empowered and qualified to act on behalf of the corporation.

The Developer is constructing a site condominium project to be known as Maple Ridge Estates Condominium, pursuant to the architectural plans approved by Cheboygan County, on a parcel of land described in Article II of this document. The Developer desires, by recording this master deed together with the condominium bylaws and the condominium subdivision plan, both of which are incorporated by reference and made a part of this document, to establish this real property and the improvements and appurtenances now and in the future located on it as a condominium project under the provisions of the Michigan Condominium Act.

By recording this document, the developer establishes Maple Ridge Estates Condominium as a condominium project under the act and declares that the project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and used subject to the act and to the conditions stated in this master deed, all of which shall run with the land and burden and benefit the Developer; its successors and assigns; any persons acquiring or owning an interest in the real property; and their grantees, successors, heirs, executors, administrators, and assigns.

Article I
The Project

The project is a site condominium that is being constructed in a single phase to comprise a total of 18 sites. The Developer and its successors specifically reserve the right to elect, within six years after the initial recording of the master deed for the project, to contract the project by withdrawing all or part of the land described in Article II by an amendment or a series of amendments to the master deed, without the consent of any co-owner, mortgagee, or other party. However, no site that has been constructed and sold may be withdrawn without the consent of the owner and the mortgagee of the site. Except as stated in this document, no restrictions or limitations on such an election exist regarding what land may be withdrawn, when or in what order land may be withdrawn, or how many sites or common elements may be withdrawn.

The 18 condominium sites that compose the project, including the numbers, boundaries, dimensions, and areas of them, are completely described in the condominium subdivision plan. Each site is suitable for individual use, having its own entrance from and exit to a common element of the project. Each co-owner in the project shall have a

particular and exclusive property right to the co-owner's site and to the limited common elements appurtenant to it and shall have an undivided and inseparable right to share the general common elements of the project with other co-owners, as designated by this master deed.

Article II
Legal Description

The land on which the project is situated and which is submitted for condominium ownership pursuant to the Michigan Condominium Act, is located in the Township of Hebron, County of Cheboygan and State of Michigan, and is described as follows:

Situated in the Northeast ¼ of the fractional Southwest ¼ of Section 7, T38N, R3W, more particularly described as: Commencing at the South ¼ corner of Section 7, T38N, R3W; thence North 00°24'11" East 1320.20 feet along the previously established North and South ¼ line to an iron pipe on the previously established South line of the Northeast ¼ of the Southwest fractional ¼ and the Point of Beginning; thence North 86°13'20" West along said line 478.42 feet; thence North 00°23'48" East 373.65 feet; thence North 86°13'20" West 180.40 feet; thence South 00°23'48" West 373.65 feet; thence North 86°13'20" West 329.32 feet; thence North 00°26'19" East 661.31 feet; thence North 86°10'16" West 329.28 feet to the previously established West line of the Northeast ¼ of the Southwest fractional ¼; thence North 00°27'24" East along said line 661.67 feet to an iron pipe (now replaced with a concrete monument); thence South 86°05'31" East 1316.54 feet to the previously established North and South ¼ line; thence South 00°24'11" West along said line 1320.33 feet to the Point of Beginning.

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Article III
Definitions

Certain terms are used not only in this master deed but also in other documents for the condominium, such as the articles of incorporation; the association bylaws; the rules and regulations of the Maple Ridge Estates Condominium Association; and deeds, mortgages, liens, land contracts, easements, and other documents affecting interests in the project. As used in such documents, the following definitions apply unless the context otherwise requires:

1. *The arbitration association* means the American Arbitration Association or its successor.
2. *The association of co-owners or the association* means the nonprofit corporation organized under Michigan law of which all co-owners must be members. This corporation shall administer and maintain the project. Any action required of or permitted to the association may be carried out by its board of directors unless it is specifically reserved to its members by the condominium documents or Michigan law.
3. *The association bylaws* means the corporate bylaws of the association organized to maintain and administer the project.
4. *Common elements*, if used without modification, means the part of the project other than the condominium sites, including all general and limited common elements described in Article IV.
5. *Condominium bylaws* means Exhibit A, which is the bylaws stating the substantive rights and obligations of the co-owners.
6. *Condominium documents* includes this master deed and all its exhibits recorded pursuant to the Michigan Condominium Act and any other documents referred to in this document that affect the rights and obligations of a co-owner in the condominium.
7. *The condominium subdivision plan* means Exhibit B, which is the site drawing, the survey, and other drawings depicting the existing and proposed structures and improvements, including their locations on the land.
8. *Condominium site or site* means that part of the project designed and intended for separate ownership and use, as described in this master deed.
9. *Co-owner* means a person, a firm, a corporation, a partnership, an association, a trust, or another legal entity or any combination who owns a condominium site in the project, including a vendee of a land contract of which the purchase is not in default. *Owner* is synonymous with *co-owner*.
10. *The developer* means Mackinaw Land Enterprise, LLC, a Michigan corporation, which has made and signed this master deed, as well as its successors and assigns.
11. *General common elements* means those common elements of the project described in Article IV(1), which are for the use and enjoyment of all co-owners, subject to such charges as may be assessed to defray the operation costs.

12. *Limited common elements* means those common elements of the project described in Article IV(2), which are reserved for the exclusive use of the co-owners of a specified site or sites.
13. *The master deed* means this instrument as well as its exhibits and amendments, by which the project is submitted for condominium ownership.
14. *Percentage of value* means the percentage assigned to each site by this master deed, which determines the value of a co-owners vote at association meetings when voting by value or by number and value and the proportionate share of each co-owner in the common elements of the project.
15. *The project* or *the condominium* means Maple Ridge Estates Condominium, a condominium development established in conformity with the Michigan Condominium Act.
16. *The transitional control date* means the date when a board of directors for the association takes office pursuant to an election in which the votes that may be cast by eligible co-owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Whenever a reference is made in this document to the singular, a reference shall also be included to the plural if appropriate.

Article IV Common Elements

The common elements of the project as depicted in Exhibit B and the responsibilities for their maintenance, repair, and replacement are as follows:

1. The general common elements are:
 - a. the land described in Article II, including easement interests of the condominium in the land provided to it for ingress and egress, if any;
 - b. the drives, walkways, lawns, yards, trees, shrubs, and other plantings;
 - c. the street lighting system and other electrical, telephone, and cable television wiring networks throughout the common areas of the project;
 - d. the plumbing and gas-line networks throughout the common areas of the project;
 - e. the storm drainage system serving the project;
 - f. all other common elements of the project not designated in this document as

limited common elements that are not enclosed within the boundaries of a condominium site and that are intended for common use or are necessary for the existence, upkeep, or safety of the project.

Some or all of the utility and cable television lines, systems (including mains and service leads), and equipment may be owned by the local public authority or by a utility or cable television company that is providing the pertinent service. Accordingly, such lines, systems, and equipment shall be general common elements only to the extent of the co-owners interest in them, if any, and the Developer makes no warranty of such an interest.

2. The limited common elements are:

None

If any of the limited common elements described in this provision have not been assigned in the condominium subdivision plan, the Developer reserves the right to designate each such element as a limited common element appurtenant to a particular site by subsequent amendments to this master deed. The co-owners and mortgagees of condominium sites and all other parties interested in the project shall be deemed to have irrevocably and unanimously consented to such amendments and irrevocably appoint the Developer or its successors as agent and attorney to make any such amendments to the master deed.

3. Responsibilities for cleaning, decorating, maintaining, repairing, and replacing the common elements are as follows:
 - a. The costs of maintaining, repairing, and replacing the limited common elements described in Article IV(2)(a), (d), and (e) and routinely cleaning, decorating, and maintaining the interior of the limited common elements described in Article IV(2)(b), (f), and (g) (except painting, staining, repairing, or replacing decks, patios, and stoops) shall be borne by the co-owner of the site or sites to which such common elements are appurtenant.
 - b. The appearance of decks, patios, and stoops shall at all times be subject to the approval of the association. If a co-owners cleaning and decorating of such common elements does not conform to reasonable standards established by the association, the association may take whatever action is necessary to bring the elements up to required standards and charge the cost to the owner responsible for cleaning, decorating, and maintaining the element.

- c. The costs of cleaning, decorating, maintaining, repairing, and replacing all general and limited common elements other than those described above shall be borne by the association, except for repairs or replacements necessitated by the acts or neglect of co-owners or their agents, invitees, family members, or pets.
 - d. If any site owner elects to construct or install any improvements to the common elements appurtenant to the site that increase the costs of maintenance, repairs, or replacements for which the association is responsible, the association may assess the increased costs or expenses against the site.
4. All co-owners whose interests would be affected may assign or reassign a limited common element, on notice to any affected mortgagees, by applying in writing to the board of directors of the association. On receipt of such an application, the board shall promptly have an amendment to this master deed assigning or reassigning all rights and obligations with respect to the limited common elements involved prepared and signed and shall deliver the amendment to the co-owners of the sites affected once they have paid all reasonable costs for the preparation and recording of the amendment.
 5. Except as stated in this master deed, condominium sites shall not be separable from the common elements appurtenant to them and shall not be used in any manner inconsistent with the purposes of the project or in any other way that would interfere with or impair the rights of any co-owner to use and enjoy the co-owners site or the common elements appurtenant to it.

Article V

Descriptions and Percentages of Value of Condominium Sites

1. A complete description of each condominium site in the project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is provided in the condominium subdivision plan as surveyed by Wade-Trim consulting engineers and surveyors. Detailed architectural plans and specifications have been filed with Cheboygan County. Each site shall include all the space depicted in the condominium subdivision plan and as delineated by detailed dimensional descriptions of the site in the outline, minus any common elements in the site.
2. The number of each condominium site in the project as it appears on the condominium subdivision plan and the percentage of value assigned to each site are as follows:

<i>Site No.</i>	<i>Percentage of Value Assigned</i>
1.	5.55%
2.	5.55%
3.	5.55%
4.	5.55%
5.	5.55%
6.	5.55%
7.	5.55%
8.	5.55%
9.	5.55%
10.	5.55%
11.	5.55%
12.	5.55%
13.	5.55%
14.	5.55%
15.	5.55%
16.	5.55%
17.	5.55%
18.	5.55%

3. The Developer may modify the number, size, style, and location of a site or of any limited common element appurtenant to a site as described in Exhibit B by an amendment effected solely by the Developer or its successors without the consent of any co-owner, mortgagee, or other party, as long as the modification does not unreasonably impair or diminish the appearance of the project or the view, privacy, or other significant attributes or amenities of other site that adjoin or are proximate to the modified site or limited common element. No site that has been sold or is subject to a binding purchase agreement shall be modified without the consent of the co-owner or of the purchaser and the mortgagee. The Developer may also, in connection with any such amendment, readjust percentages of value for all sites to give reasonable recognition to such a modification, based on the method by which percentages of value for the project were originally determined. However, no site modified in accordance with this provision shall be conveyed until an amendment to the master deed has been recorded. All co-owners, mortgagees of sites, and other parties interested in the project shall be deemed to have unanimously consented to any amendments necessary to effect such modifications and, subject to the limitations stated in this master deed, to the proportionate reallocation of percentages of value of existing sites that the developer or its successors determines is necessary in conjunction with such modifications. All such interested parties irrevocably appoint the Developer or its successors as agent and attorney to sign such amendments to the master deed and all other condominium documents as may be necessary to effect such modifications.

Article VI
Easements

Every part of a condominium site that contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the common elements. If any part of a site or common element encroaches on another site or common element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachments for as long as they exist and for the maintenance of the encroachments after rebuilding in the event of destruction. There shall also be permanent easements in favor of the association for the maintenance and repair of common elements for which the association is responsible. There shall be easements to, through, and over those parts of the land, structures, buildings, improvements, and walls as is reasonable for the installation, maintenance, and repair of all utility services furnished to the project. Public utilities shall have access to the common elements and to the sites at reasonable times for the installation, repair, or maintenance of such services. Any costs incurred in opening and repairing any wall of the project to install, repair, or maintain such services shall be an administration expense assessed against all co-owners in accordance with the condominium Bylaws.

Until final completion of the project as described in Article I of this Master Deed, the Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns to use, at any time without charges other than the reasonable cost of work performed, utilities consumed, or maintenance required as a direct result of such use, (1) for the unrestricted use of all roads, driveways, and walkways in the condominium for the purpose of ingress and egress to and from any part of the land described in Article II and (2) to use, tap into, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Article II.

As long as the Developer owns at least one site in the project, it shall be subject to the provisions of this Master Deed.

Article VII
Amendments and Termination

1. If there is no co-owner other than the Developer, the Developer may unilaterally amend the condominium documents or, with the consent of any interested mortgagee, unilaterally terminate the project. All documents reflecting such amendment or termination shall be recorded in the public records of Cheboygan County, Michigan.
2. If there is a co-owner other than the Developer, the condominium documents may be amended for a proper purpose only as follows:
 - a. An amendment may be made without the consent of any co-owners or mortgagees if the amendment does not materially alter the rights of any co-

owners or mortgagees of sites in the project, including amendments to modify the types and sizes of unsold condominium sites and their appurtenant limited common elements; amendments to facilitate conventional mortgage loan financing for existing or prospective co-owners; and amendments enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

- b. Even if an amendment would materially alter the rights of any co-owners or mortgagees, it can be made if at least two-thirds of the co-owners and mortgagees consent. However, dimensions or limited common elements of a co-owners site may not be modified without the co-owners consent, nor may the formula used to determine percentages of value for the project or provisions relating to the ability or terms under which a site may be rented be modified without the consent of the Developer and each affected co-owner and mortgagee. Rights reserved by the Developer in this Master Deed, including rights to amend the Master Deed for purposes of expansion, contraction, or modification of sites in the course of construction, shall not be amended without written consent from the developer as long as the developer or its successors continue to own or to offer for sale any site in the project. For the purpose of this provision, a mortgagee shall have one vote for each mortgage held.
- c. The Developer may also make a material amendment unilaterally without the consent of any co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed. Until the completion and sale of all sites as described in Article I, such rights reserved by the Developer may not be further amended except with written consent from the Developer or its successors or assigns.
- d. 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 on a vote of the prescribed majority of co-owners and mortgagees or based on the advisory committees decision, the costs of which are administration expenses. The co-owners and mortgagees of record shall be notified of proposed amendments under this provision at least 10 days before the amendment is recorded.
- e. If there is a co-owner other than the Developer, the project may only be terminated with the consent of the Developer and at least 80 percent of the co-owners and mortgagees, as follows:
 - (1) The agreement of the required number of co-owners and mortgagees to terminate the project shall be evidenced by their signing of the termination agreement or ratification of it. The termination shall become effective only when this evidence of the agreement is recorded.

- (2) On recording an instrument terminating the project, the property constituting the condominium shall be owned by the co-owners as tenants in common in proportion to their undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted the condominium site.
- (3) On recording an instrument terminating the project, any rights the co-owners may have to the assets of the association shall be in proportion to their undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the condominium documents and the Michigan Condominium Act.
- (4) Notification of termination by first-class mail shall be made to all parties interested in the project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds. Proof of dissolution must be submitted to the administrator.

Mackinaw Land Enterprise, LLC

James L. Gilbert
Witness, James L. Gilbert

Terry J. Paquet
BY: Terry J. Paquet
ITS: Member

Kim Chimner
Witness, Kim Chimner

Daniel A. Paquet
BY: Daniel A. Paquet
ITS: Member

STATE OF MICHIGAN
CHEBOYGAN COUNTY

Acknowledged before me in Cheboygan County, Michigan, on May 14, 2001, by Terry J. Paquet and Daniel A. Paquet.

James L. Gilbert
James L. Gilbert, Notary Public
Cheboygan County, Michigan
My commission expires: 4/24/03

Drafted by and when recorded return to:
Gilbert & Gilbert LLP, 1010 S. Main Street, Cheboygan, MI 49721

