

STATE OF MICHIGAN
EMMET COUNTY
REGISTERED

01 JUL 17 PM 3:32

Glenn L. Sipe

REGISTER OF DEEDS

MASTER DEED

DEER PATH

This Master Deed is made and executed on this 17th day of July 2001, by FRANK G. GOTTS AND BARBARA A. GOTTS, hereinafter referred to as "Developer", whose address is 4544 Country View Road, Petoskey, MI 49770; in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

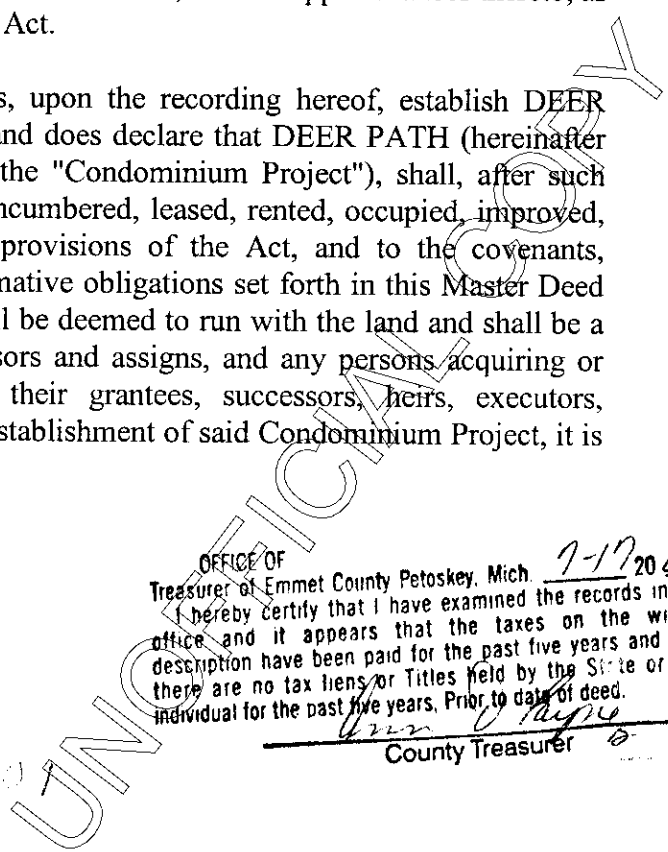
WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof) to establish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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish DEER PATH as a Condominium Project under the Act and does declare that DEER PATH (hereinafter referred to as the "Condominium", "Project", or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits "A", and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators, and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

1

OFFICE OF
Treasurer of Emmet County Petoskey, Mich. 7-17-01
I hereby certify that I have examined the records in my office and it appears that the taxes on the within description have been paid for the past five years and that there are no tax liens or Titles held by the State or any individual for the past five years. Prior to date of deed.
Glenn L. Sipe
County Treasurer

TAX PARCEL # 071707300001



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ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as DEER PATH, a Condominium, Emmet County Condominium Subdivision Plan No. 245. The Site Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. The Site Units are for single family residential purpose only. Each Unit is capable of individual utilization because of its access to a common element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to their Unit and the limited common elements appurtenant thereto and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

Land situated in the Township of Littlefield, Emmet County, Michigan and described as:

THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 35 NORTH, RANGE 4 WEST; EXCEPTING THEREFROM COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 01 51'05" EAST 600 FEET; THENCE WEST 208 FEET; THENCE SOUTH 01 51'05" WEST 600 FEET; THENCE EAST 208 FEET TO THE POINT OF BEGINNING.

ALSO BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7, TOWN 35 NORTH, RANGE 4 WEST, SAID POINT BEING 566.45 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 33.00 FEET; THENCE NORTH 02 22'20" EAST ALONG A FENCE LINE 2642.75 FEET TO THE EAST AND WEST QUARTER LINE OF SAID SECTION; THENCE NORTH 89 00'40" WEST ALONG SAID QUARTER LINE 57.0 FEET TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 01 51'05" WEST ALONG SAID LINE 2642.85 FEET TO THE POINT OF BEGINNING; BEING A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF

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SECTION 7, TOWN 35 NORTH, RANGE 4 WEST.

ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 35 NORTH, RANGE 4 WEST, LITTLEFIELD TOWNSHIP, EMMET COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT A T-IRON STAKE AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 01 52'01" EAST ON THE WEST LINE OF SAID 7, A DISTANCE OF 2652.53 FEET TO AN IRON STAKE AT THE WEST QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89 37'12" EAST ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 7, A DISTANCE OF 614.61 FEET TO ITS INTERSECTION WITH AN OLD FENCE LINE; THENCE ALONG SAID FENCE LINE THE FOLLOWING COURSES: SOUTH 02 17'34" WEST 1530.63 FEET; THENCE SOUTH 02 05'58" WEST 142.50 FEET; THENCE SOUTH 00 43'33" WEST 149.20 FEET; THENCE SOUTH 03 13'09" WEST 249.31 FEET; THENCE SOUTH 02 01'42" WEST 213.59 FEET; THENCE SOUTH 01 49'03" WEST ALONG SAID FENCE LINE AND ITS SOUTHERLY EXTENSION 363.85 FEET TO THE SOUTH LINE OF SAID SECTION 7; THENCE LEAVING SAID FENCE LINE AND ITS EXTENSION NORTH 90 00'00" WEST ON SAID SECTION LINE 33.00 FEET TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7, SAID POINT BEING 566.56 FEET (REC. AS 566.45 FEET) EAST OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 02 05'30" EAST ON SAID EAST LINE 600.00 FEET; THENCE NORTH 90 00'00" WEST PARALLEL WITH SAID SOUTH SECTION LINE 208.00 FEET; THENCE SOUTH 02 05'30" WEST PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER 600.00 FEET TO THE SOUTH LINE OF SAID SECTION 7; THENCE NORTH 90 00'00" WEST ON SAID SOUTH LINE 358.57 FEET TO THE POINT OF BEGINNING. CONTAINING 33.98 ACRES OF LAND MORE OR LESS.

Subject to all other easements and restrictions of record and all governmental limitations, and further subject to rights of the public and of any governmental Unit in any part of the land taken, used or deeded for street, road or highway purposes.

ARTICLE III
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Corporate Bylaws and Rules and Regulations of the Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts,

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easements and other instruments affecting the establishment of, or transfer of, interests in the Condominium. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended by Act 513 of the Public Acts of 1980, and Act 283 of the Public Acts of 1980, Act 4 of the Public Acts of 1982, Act 538 of the Public Acts of 1982 and any amendments thereto.

B. "Association" shall mean the Condominium Association, a non-profit corporation organized under Michigan Law of which all Co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association Bylaws" means the corporate Bylaws of the Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Common Elements", where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

E. "Condominium Bylaws" means "Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed.

F. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association, and any other instrument referred to in the Master Deed or Condominium Bylaws which affects the rights and obligations of the co-owners in the project.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to real property, described above.

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H. "Condominium Project", "Condominium" or "Project" means the Condominium as an approved Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit "B" hereto.

J. "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project.

K. "Developer" means FRANK G. GOTTS AND BARBARA A. GOTTS, which made and executed this Master Deed, and its successors and assigns.

L. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer therein, shall be deemed to continue for so long as Developer continues to own for the purpose of resale, any Unit in the Project.

M. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

N. "Unit" or "Condominium Unit" or "Site Unit" each mean a single unit in the project, as the same may be described on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures or improvements now or hereafter located within the boundaries of a unit shall be owned in there entirety by the co-owner of the unit within which they are located and shall not, unless otherwise expressly provided for in the Condominium Documents constitute common elements.

O. "Additional Land" means that land referred to and described herein which may be added to the Condominium Project.

P. "Expandable Condominium" means that the Condominium Project is one to which additional land may be added at the discretion of the developer.

Q. "Proposed Future Development Area" means the area within the Condominium Project site contiguous to the property described in Article II within which area additional condominium units or general and limited common elements may be added to the Project.

R. "Convertible Area" means a portion of a Unit or the common elements of the

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Condominium Project within which additional condominium units or general and limited common elements may be created in accordance with this Act.

ARTICLE IV
COMMON ELEMENTS

The Common Elements and the Limited Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. General Common Elements. The General Common Elements are:

1. Land: The land described in Article II hereof, including the land lying below a Unit (except the first twenty-five feet of land below any Unit and its adjoining yards) and any surface and sub-surface improvements which are not (a) identified below as Limited Common Elements or (b) are not located within the boundaries of a Site Unit.
2. Road: The private road indicated on Exhibit "B". Said road may be gravel or paved at the discretion of the Developer.
3. Utilities: All utilities within the Project, including but not limited to gas, electrical, telephone and cable television transmission or distribution lines or systems, street lights, common satellite receivers, common wells and common irrigation systems, if any, subject to the rights of any public utility, municipality or provider up to the point where such utility service is diverted from a main line to service a specific Unit.
4. Natural Area: The wooded Natural area adjacent to Powers Road and the walking trail areas, both of which are depicted on Exhibit "B".
5. Other: Such other elements of the Project not herein designated as general or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

1. Utilities: All utilities, including but not limited to gas, electrical, telephone and cable television transmission or distribution lines or system, subject to the rights of any

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public utility, municipality or provider, from the point where such utility service is diverted from a main line to service a specific Unit or Units, including any related meter or box.

2. Yards: The yards, including front, side, and rear yards, which border each of the Units on one or more sides as indicated on Exhibit "B". Each yard shall be deemed "for" and "appurtenant to" the Unit, which it adjoins.

3. Driveways: Each driveway, when constructed by each unit owner, which serves each unit.

C. Use. The use of the Common Elements shall be limited as follows:

1. General Common Elements: Subject to the rights of the other Co-owners, each Co-owner may use the General Common Elements for the use intended. No Co-owner shall use a Unit or the General Common Elements in any manner inconsistent with the purposes of the project or in any manner which will interfere with or impair the rights of any other Co-owner. The common elements may, but need not, include such items as street lights, common satellite receivers, irrigation systems, and signage identifying the project, as examples.

2. Limited Common Elements: The use of the Limited Common Elements appurtenant to a Unit shall be limited to the Co-owner of the respective Unit.

D. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

1. General Common Elements: The Association shall be responsible for the maintenance, decoration, repair, and replacement of the General Common Elements, including snow removal from the Association road in the Development.

2. Limited Common Elements: The maintenance, decoration, repair and replacement of the Limited Common Elements (including driveways and snow removal from driveways) appurtenant to a Site Unit, including all improvements and landscaping thereon, shall be the responsibility of the respective Co-owner.

A Condominium Unit is not separable from the Common Elements or Limited Common Elements appertaining to said Unit. A Co-owner shall not be exempt from assessment as provided in the Act by non-use or waiver of the use of any of the Common Elements or by abandonment of a Condominium Unit. The costs of maintenance and repair of the General

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Common Elements shall be expenses of administration to be assessed in accordance with the By-laws attached hereto as Exhibit "A".

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Subdivision Plan of DEER PATH Condominium as surveyed by Ranger & Associates, Inc. and attached hereto as Exhibit "B." Each Site Unit shall consist of the space contained within the Unit boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines but not including the land under the Unit (except the first twenty-five feet of land below the surface of a Unit and its adjoining yards) or the air space above the Unit (except the thirty-five feet of air space above the surface of the entire Unit). An undivided interest in the General Common Elements and, except as specifically provided for herein, in the Limited Common Elements, if any, shall be and hereby is, allocated to each Condominium Unit, which interest shall be proportionate to a percentage of value assigned to that Unit as set forth below.

B. Percentage of Value. The total value of the project is one hundred (100%) percent and an equal percentage of value is allocated to each Condominium Unit. The Condominium Project shall initially have Twenty-Five (25) Units. Therefore, the initial percentage of each Unit shall be approximately 4%. The percentage of value assigned to each Unit shall be determinative of the share of each Co-owner's undivided interest of the Common Elements, the proportionate share of each respective Co-owner in the Association proceeds and expenses, and the value of such Co-owner's vote at meetings of the Association of Co-owners. The percentage of value allocated to each unit shall be changed only as provided for herein. The percentage of value of a unit shall not be affected by the fact a Co-owner of that Unit has constructed improvements within the Unit.

ARTICLE VI
EASEMENTS

A. Easements For Development, Maintenance, Repair and Replacement. The Developer, the Association, and all public or private utilities shall have such easements over, under, across and through the Condominium premises, including all Units and Limited Common Elements, as may be necessary to develop, establish and market Units or appurtenances to Units within the project and to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each of the Co-owners shall be solely responsible for the performance and

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costs of all maintenance, repair, and replacement of and decoration of their unit and all other appurtenances and improvements constructed or otherwise located within their unit, it is nevertheless a matter of concern that the Co-owners may fail to properly maintain the exterior of their unit or any limited common elements appurtenant thereto in a manner consistent with the original condition and quality of the Condominium unit, or to properly and adequately maintain, decorate, repair, replace, or otherwise keep their unit or any improvements or appurtenances located therein or any limited common elements appurtenant thereto. Accordingly, the Association (and/or the Developer during the development and sales period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair, or replace the unit, its appurtenances or any of its limited common elements, all at the expense of the Co-owners of the unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any of the Co-owners, shall be assessed against such Co-owner and shall be due and payable with their assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

The Developer hereby creates the following non-exclusive perpetual easements in favor of the Association, all the Co-owners, and all successors and assignees of the Developer:

1. Easements for ingress and egress over the private road indicated on Exhibit "B".
2. Easements for underground public and private utilities within and adjacent to the road and as described herein and on Exhibit "B".
3. Easements for walking trails and drainage as depicted on Exhibit "B".

Any costs incurred in opening and repairing any common elements of the project to install, repair or maintain common services and or utilities shall be an expense of administration assessed to all Co-owners in accordance with the Condominium Bylaws.

B. Easements Retained by Developer. Developer hereby reserves for the benefit of itself, its successors and assigns, perpetual non-exclusive easements to utilize, tap, tie into and extend the road and all utility lines or mains located on the Condominium Premises, including, but not limited to, electrical, telephone, cable, water, gas, storm and sanitary sewer mains and lines. In

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the event Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities or said road located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the unused portions of Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. Also retained by Developer is an easement for the installation and maintenance of streetlights, if any, within the Limited Common Areas of each unit or the General Common Areas.

The Developer reserves the right to grant non-exclusive easements, rights-of-way and licenses for roads and utilities over, under and across the Condominium to appropriate governmental agencies, public utility companies, communications companies and property owners of the land adjacent to the Condominium Project and to transfer title of the utilities to said agencies and companies. Accordingly, landowners outside the Condominium Project may be granted access over Association roads and have access to tap into Association utilities. Any non-exclusive easements for roads and utilities to lands and landowners outside the Condominium Project shall include the obligation to share equally in the cost of the repair and maintenance of all such roads and utilities. The Developer reserves the right, at its sole discretion, to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium for access purposes or other lawful purposes as may be appropriate for the benefit of the Condominium, land owned by the Developer now or in the future, or any assignee or successor of the Developer.

ARTICLE VII
COVENANTS RUNNING WITH THE LAND

All provisions of the Master Deed and its exhibits, as amended, shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto; and every Co-owner of the property or any part thereof or interest therein, and his heirs, executors, successors and assigns shall be bound by all of the provisions hereof.

ARTICLE VIII
AMENDMENTS

This Master Deed and any Exhibits hereto may be amended as provided in the Act in the following manner:

A. Non-material Amendments. Amendments may be made and recorded by Developer without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee and is for one or more of the purposes stated in

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Paragraph C of this Article. Similar, non-material amendments may be made and recorded by the Association with the consent of not less than one-half (1/2) of the votes of the Co-owners and/or mortgagees. The Association may not make amendments without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

For the purposes of this Article, the term "material amendment" shall be deemed to be an amendment that substantially alters the ability of the Co-owner to use and enjoy his or her Unit and the Common Elements.

B. Material Amendments. Except as otherwise provided herein, the Master Deed, Bylaws, and Condominium Subdivision Plan may be amended by the Developer or by the Association, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners, unless a greater percentage is required by law. The Association may make no amendment without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

C. Amendments by Developer. Notwithstanding any contrary provision of this Master Deed or the Condominium Bylaws or Corporate Bylaws, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

1. To correct arithmetic errors, typographical errors, survey or plan errors, deviations on construction or any similar errors in the Master Deed, Plan, or Condominium Bylaws or to correct errors in the boundaries or locations of improvements;
2. To clarify or explain the provisions of the Master Deed or its exhibits;
3. To comply with the Act or rules promulgated there under or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages to Units on the Condominium premises;
4. To make, define or limit easements affecting the Condominium premises;
5. To record a consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built", subject to any limitations or obligations imposed by the Act;
6. To add units from within the Future Development Area, to convert certain areas to Units or general or limited common elements, to re-define common elements and/or adjust percentages of value in connection therewith, to allocate the Association's expenses

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among the Owners and to make any other amendments specifically described and permitted to Developer in any provisions of this Master Deed;

7. To modify the type, number, location and size of unsold Condominium Units and their appurtenant Limited Common Elements and/or their percentages of value;

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

9. To modify or relocate the location of roads or drives as may be required by any difficulties encountered during construction as a result of the topography;

10. To exercise any right which the Developer has reserved to itself herein;

11. To terminate or eliminate reference to any right which the Developer has reserved to itself herein;

12. To facilitate conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home 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;

13. To delete reference to any improvements listed on Exhibit "B" as "proposed" or "need to be built".

D. Limitation on Amendments. Notwithstanding any other provision of this Article, the method or formula used to determine the percentages of value of units in the Condominium, as described in Article V hereof, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. Amendments such as those described in this section shall be deemed material amendments.

The foregoing amendments may be made without the consent of Co-owners or mortgagees. The rights reserved to the Developer herein may not be amended except by or with the consent of the Developer. If there is no Co-owner other than the Developer, the Developer may, with the consent of any interested mortgagee, unilaterally amend this Master Deed or any exhibit thereto. An amendment under this section shall become effective upon the recording thereof.

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ARTICLE IX
AMENDMENT PROCEDURES

A. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment; except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, in which event the costs are expenses of administration.

B. Co-owners and mortgagees of record shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

C. A Master Deed amendment dealing with the addition, withdrawal, or modification of Units or other physical characteristics of the project shall comply with the standards prescribed by Section 66 of the Act for preparation of an original Condominium Subdivision Plan.

ARTICLE X
TERMINATION OF PROJECT

A. If there is no Co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Condominium Project. A termination under this section shall become effective upon any required notice to interested parties and the recordation thereof if executed by the Developer.

B. If there is a Co-owner other than the Developer, then the Condominium Project shall be terminated only by the agreement of the Developer and unaffiliated Co-owners of Condominium Units to which one hundred (100%) percent of the votes in the Condominium Association of Co-owners appertain.

C. Agreement of the required majority of Co-owners to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratification thereof, and the termination shall become effective only when the agreement is so evidenced of record.

D. Upon recordation of an instrument terminating a Condominium Project, the property constituting the Condominium Project shall be owned by the Co-owners as tenants in

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common in proportion to their respective 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 thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the Condominium Unit.

E. Upon recordation of an instrument terminating this Condominium Project, any rights the Co-owners may have to the assets of the Condominium Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and state law and regulation.

ARTICLE XI
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action, or any other matter or thing, may, in whole or in part and from time to time, be assigned by it to any other person, entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Register of Deeds for the County in which the Project is located.

WITNESSES:

Suzanne Tucker
Suzanne Tucker

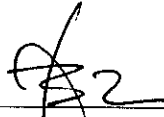
Joel B. Moore
Joel B. Moore

Frank G. Gotts
Frank G. Gotts
Barbara A. Gotts
Barbara A. Gotts

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STATE OF MICHIGAN)
) ss
COUNTY OF EMMET)

On this 17~~th~~ day of July 2001, the foregoing Master Deed was acknowledged before me by Frank G. Gotts and Barbara A. Gotts.



Joel B. Moore, Notary Public
Emmet County, Michigan
My Comm. expires: 1-20-2004

MASTER DEED DRAFTED BY AND
AFTER RECORDING RETURN TO:
JOEL B. MOORE (P35432)
RAMER, MOORE & GLASS, Attorneys
One Hundred Spring Street
P.O. Box 5
Harbor Springs, MI 49740
(616) 526-6214

(jbm\Deer Path Master Deed)

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EXHIBIT A

CONDOMINIUM BYLAWS

DEER PATH

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. ASSOCIATION: Deer Path, a condominium project located in the Littlefield Township, Emmet County, Michigan, shall be administered by an association of Co-Owners known as "DEER PATH CONDOMINIUM ASSOCIATION", which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Association Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. Membership in the Association shall be established by acquisition of fee simple title, or a land contract vendee's interest to one or more Units in the Condominium and by recording with the Register of Deeds in the county in which the Condominium is located, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the Association (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) whereby the Co-owner becomes a member of the Association, and the membership of any prior Co-owner is thereby terminated. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.

ARTICLE II

ASSESSMENTS

Section 1. GENERAL: All expenses arising from the management, administration and operation of the Association in pursuance to its authorizations and responsibilities as set forth in the

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Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with these Bylaws.

Section 2. EXPENSES OF ADMINISTRATION AND RECEIPTS: Expenditures affecting the administration of the Project shall include costs incurred in the satisfaction of any liability arising within, caused by, or connected with, the Common Elements or the administration of the Condominium Project. Receipts affecting the administration of the Condominium Project shall include all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project.

Section 3. DETERMINATION OF ASSESSMENTS: Assessments shall be determined in accordance with the following provisions:

(a) BUDGET: The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by periodic payments as set forth below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-Owners should carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide maintenance or replacements of existing Common Elements, (3) to provide on an annual basis, additions to the Common Elements not exceeding 1/2 the regular annual Association revenue, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

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(b) SPECIAL ASSESSMENTS: Special assessments, in addition to those required in (a) above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for additions or capital improvement to Common Elements of a cost exceeding 1/2 the regular annual Association revenue, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments as provided herein, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of at least two-thirds (2/3) of all Co-Owners.

Section 4. APPORTIONMENT OF ASSESSMENT: All assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage value allocated to the Co-owner's Unit in the Master Deed.

Section 5. DUE DATES: Assessments as determined in accordance with Section 3(a) above shall be payable by Co-Owners either annually, semi-annually or quarterly, at the discretion of the Board of Directors. Special assessments as determined under Section 3(b), shall be payable at any time determined by the Board of Directors of the Association. A Co-owner's liability for any assessment shall commence with acceptance of fee simple title or a land contract vendee's interest to a Unit.

Section 6. DEFAULT: The payment of an assessment shall be in default if such assessment or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default for more than fifteen (15) days shall bear interest from the initial due date at a rate of seven (7%) percent per annum or the maximum legal rate of interest, whichever is higher, until paid in full. In the event that a default continues for more than fifteen (15) days, the Association may assess a late fee equivalent to ten (10%) percent of the amount then due. Failure of the Association to assess interest or a late fee on any particular occasion of default shall not result in a waiver of the right of the Association to assess the interest or late fee on any future occasion. In the event of default by any Co-owner in the payment of any installment of the assessment levied against a Unit, the Association shall have the right to declare all unpaid installments of the assessment for the pertinent fiscal year immediately due and payable. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments, including actual attorney fees and expenses, incurred by the Association, as result

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of collection efforts, pertinent to the Unit which may be levied while such Co-owner is the owner thereof. Without limiting the rights of Co-Owners set forth in the Condominium documents, any Co-owner shall have the express right to enforce these provisions as set forth below.

Section 7. NO EXEMPTIONS: No Co-owner may be exempted from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Unit.

Section 8. REMEDIES: In addition to other remedies available to the Association, the Association may enforce collection of delinquent assessments as follows:

(a) LIEN FORECLOSURE: Sums assessed to a Co-owner by the Association of Co-Owners which are unpaid constitute a lien upon the Unit or Units in the project owned by the Co-owner at the time of the assessment before other liens except tax liens on the Condominium Unit in favor of any State or Federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a Notice of Lien, recorded as set forth in Section 108(3) of the Condominium Act have a priority over the first mortgage or land contract recorded subsequent to the recording of the Notice of Lien. The lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Condominium Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Condominium Units. The lien may be foreclosed by a judicial action or by advertisement by the Association of Co-Owners in the name of the Condominium Project on behalf of other Co-Owners. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this section, and that he voluntarily, intelligently, and knowingly waived notice of any proceedings brought by the Association

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to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(b) FORECLOSURE PROCEDURE: A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action.

(c) NOTICE OF ACTION: A foreclosure proceeding may not be commenced without recordation and service of a Notice of Lien in accordance with the following:

A Notice of Lien shall set forth:

- (1) The legal description of the Condominium Unit or Condominium Units to which the lien attaches.
- (2) The name of the Co-owner of record thereof.
- (3) The amounts due the Association of Co-Owners at the date of the Notice, exclusive of interest, costs, attorney fees and future assessments.
- (4) The Notice of Lien shall be in recordable form, executed by any Co-owner or an authorized representative of the Association of Co-Owners and may contain other information as the Association of Co-Owners may deem appropriate.
- (5) The Notice of Lien shall be recorded in the office of the Register of Deeds in the county in which the Condominium Project is located and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least 10 days in advance of commencement of the foreclosure proceeding.
- (6) Any Co-owner, or the Association, acting on behalf of all the Co-Owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or convey the Condominium Unit.
- (7) An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien.
- (8) An action for money damages and foreclosure may be combined in one

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action.

(9) A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium Unit, if not occupied by the Co-owner and to lease the Condominium Unit and collect and apply rents there from.

(10) Any Co-owner or the Association shall be entitled to collect all reasonable costs and expenses incurred in pursuing its default remedies as outlined above including, but not limited to, actual attorneys fees and or legal expenses (not limited to statutory fees), copying costs, telephone expenses, title work, receivership fees, recording and filing fees, reasonably incurred by the Co-owner or Association from the time of the default. No amount due shall be considered paid in full nor shall any lien be discharged until any and all such expenses are paid.

(11) The Association or a Co-owner may authorize discontinuance of the furnishing of any utilities or other services to a Co-owner and the Co-owner's Unit in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to or from the Co-owner's Unit. The Association, its officers, directors, employees and agents shall not be liable in any way for discontinuance of any such service or privilege during the continuance of any Co-owner's default hereunder.

Section 9. LIABILITY OF MORTGAGEE: Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage, land contract, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid charges or assessments against said unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments, or charges resulting from a pro rata reallocation of such assessments, or charges to all Units including the mortgaged Unit).

Section 10. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS: During the period up to the time of the First Annual Meeting of Members held in accordance with the provisions of these Bylaws, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the assessment for Units which are for sale. Developer, however, shall at all times while Developer owns a Unit pay a proportionate share of the

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Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed Units owned by Developer at the time the expense is incurred to the total number of completed Units in the Condominium. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related cost.

Section 11. PROPERTY TAXES AND SPECIAL ASSESSMENTS: All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 12. CONSTRUCTION LIEN: A lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 13. PAYMENT OF ASSESSMENTS FROM SALES PROCEEDS: Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit shall be paid out of the sale price or by the Purchaser in preference over any other assessments or charges of any nature, except taxes and payments due on first mortgage having priority over the Association's Notice of Lien.

Section 14. STATEMENT AS TO UNPAID ASSESSMENTS: Pursuant to provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to each Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided herein and by the Act.

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ARTICLE III
RESTRICTIONS

Section 1. USE: No Unit in the Condominium or portion thereof shall be used for other than single-family residential purposes. The Developer and Co-owners may lease their Units.

Section 2. ACTIVITIES: No immoral, improper, unlawful or offensive activity shall be carried on in any Unit nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. Disputes arising as a result of this provision, which cannot be amicably resolved, may be arbitrated by the Association.

Section 3. PETS: Co-owners may not keep horses, livestock, poultry or similar farm type animals. Co-owners may keep up to three dogs and three cats without approval of the Association. Additional dogs or cats must be approved by the Association Board. No animal may be kept or bred for commercial purposes. Any animal within the Condominium Project shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No dog may be permitted to run loose at any time and any such animal shall at all times be attended by some responsible person. Dogs that bark and can be heard on any frequent or continuing basis shall not be kept outside. No outside dog kennels shall be permitted. The Association retains the authority to remove from the Condominium Project, or require a Co-owner to remove from the Condominium Project, any animal that is obnoxious or offensive as provided for above or otherwise in the sole discretion of the Association Board.

Section 4. MAINTENANCE OF COMMON ELEMENTS AND UNITS: Each Co-owner shall keep the exterior of the improvements on his unit and limited Common Elements, including landscaping, in a good state of repair and appearance. In the absence of adequate maintenance by a Co-owner, the Association shall have the authority to correct such condition and bill the Co-owner for all costs incurred. All such expenses, if not paid to the Association within one (1) month of presentment of the bill therefore, shall become a lien upon the premises in favor of the Association which may be enforced by the Association in the same manner as for unpaid assessments as provided for herein.

Section 5. VEHICLES: No camping trailers, watercraft trailers, snowmobile trailers or similar trailers, watercraft, snowmobiles, all terrain vehicles, or other recreational vehicles, may be parked or stored upon the premises of the Condominium unless parked in a garage, except during the season which the Association Board, at its sole discretion, believes is the season for using such recreational vehicles, subject to the Board's ability to further limit any such outside storage. Motor

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homes may not be parked or stored outside a garage more than one week. No inoperable vehicles of any type may be brought or stored upon the Condominium premises either temporarily or permanently.

Section 6. REPAIRS: No Co-owner shall perform any maintenance or repair of any items, including but not limited to repairs of automobiles, trucks, motorcycles, snowmobiles, watercraft, aircraft or any motors on the project, except that a Co-owner may perform any routine or daily maintenance or repair of that Co-owner's owner personal property within the Co-owner's unit.

Section 7. RULES AND REGULATIONS: It is intended that the Board of Directors of the Association may make reasonable rules and regulations from time to time relative to any matter affecting the Association which such rules and regulations shall reflect the needs and desires of the majority of the Co-owners of the Condominium. Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements or any other matter pertaining to the Condominium Project may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such rule, regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-Owners, except that the Co-owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.

Section 8. RESTRICTIONS ON DEVELOPER: None of the restrictions contained in this Article shall apply to the Developer during the development and sales period in any manner which would frustrate the completion of the Condominium Project and sale of the units by the Developer. For example, the Developer shall be permitted to display signage, maintain a model home, and a sales office within the Condominium project.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. APPROVAL: No grading or excavation shall be done within a condominium unit and no residence, septic system, well or other structures or improvements, remodeling, renovations or additions of any kind shall be erected or constructed, unless Plans and Specifications for such building activities, containing such detail as the Developer may request, have been first approved in writing by the Developer. Co-owners must also submit plans for landscaping containing such detail as the Developer may request. Developer shall have the sole right to approve

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or not approve for any reason any Plans and Specifications for all building activities, including review of design, color, siding, roofing, materials, and landscaping. Notwithstanding the foregoing, all Plans and Specifications for building activities anywhere within the Condominium Project shall always comply with the following minimum restrictions:

(i) PLANS: One set of the final approved Plans and Specifications shall remain with the Developer.

(ii) MINIMUM SQUARE FEET: All residences constructed on the subject property shall consist of at least 1,200 square feet (on the first grade level floor) of enclosed living space that is entirely located above the level of the finished outside grade, exclusive of porches, breezeways, patios, garages, and any other accessory buildings.

(iii) GARAGES: A garage attached to the residence providing space for two or more cars is required. A garage attached by a breezeway or pergola is acceptable.

(iv) ACCESSORY BUILDINGS: Any accessory building or structure must match the primary building in color and material. No metal pole barn type buildings shall be permitted.

(v) MODULAR HOMES: BOCA Code modular homes are acceptable with a roof pitch of at least 5/12, subject to approval by the Developer.

(vi) WALKOUT BASEMENTS: Walkout basements shall only be permitted with landscape screening approved by the Developer.

(vii) LANDSCAPING: Co-owners must include landscaping in conjunction with their initial construction, which landscaping is subject to approval by the Developer. Co-owners shall be permitted to remove up to 25% of the trees originally on the site when the Condominium was established, subject to approval of the particular trees to be removed by the Developer. Removal of trees in excess of 25 % of the trees originally on the site is subject to approval by the Developer and may be denied at the sole discretion of the Developer.

(viii) SIDING: Siding of vinyl, brick, stone and wood are permitted. Any other type of siding is subject to approval of the Developer.

(viii) TIME: All construction must be complete within one year of commencement of construction. All landscaping must be completed within one year of completion of construction.

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(ix) DRIVEWAYS: Driveways leading to each main residence must be constructed of black top pavement, concrete or pavers.

(x) SATELLITE DISHES AND OTHER EXTERIOR ANTENNA: Satellite dishes and other antenna must be constructed of inconspicuous material and located or screened to be as hidden from view as much as possible from the road or other units. The size and location of such devices must be approved by Developer.

(xi) FENCES: No perimeter fences shall be permitted. Decorative fencing may be permitted at the sole discretion of the Developer.

(xii) PROHIBITED STRUCTURES AND STORAGE: Mobile homes, temporary structures or other such structures of similar nature are prohibited. No more than two detached accessory structures shall be permitted on any Unit. Such structures shall also be subject to approval by applicable zoning.

(xiii) WATER WELL AND SEWAGE DISPOSAL SYSTEMS: Each Co-owner shall be responsible for obtaining permits for construction of their own water supply and sewage disposal system directly from the Northwest Michigan Community Health Agency (or the governmental agency then having jurisdiction over such activities). All wells shall be drilled to a depth and in a manner approved by said Health Department and all on site sewage disposal systems shall be in accordance with the requirements of said Health Department. Because of the depth to seasonal high ground water table on Units 1, 2, 3, 4, 5, 22, 23, 24 and 25, the final sewage disposal area shall be constructed at near grade elevation to ensure a minimum of 3 feet of vertical isolation between the ground water elevation and the bottom of the final disposal facility as required on the applicable sewage disposal permits. This will result in the finish grade elevation being a minimum of (but not limited to) 6 inches above the existing natural grade elevation in the area of the sewage disposal system. Because of the slopes on Units 12 and 13, the area of the final sewage disposal system shall only be located as indicated on the approve site plan. Each Co-owner shall be responsible for maintaining their own water supply and sewage disposal systems. The above restrictions shall not be amended without the approval of the Norwest Michigan Community Health Agency.

Section 2. ASSIGNMENT OF DEVELOPER'S RIGHTS: The Developer may assign the rights reserved herein to an Architectural Control Committee comprised of Association Board and such rights shall also apply to renovation, remodeling and additions.

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ARTICLE V
VOTING

Section 1. VOTE: Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. The relative value of each vote shall be equal.

Section 2. ELIGIBILITY TO VOTE: No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required as provided below or by a proxy given by such individual representative. The Developer shall be entitled to one vote for each Unit that it owns.

Section 3. DESIGNATION OF VOTING REPRESENTATIVE: Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The Co-owner may change the individual representative designated at any time by filing a new notice in the manner herein provided.

Section 4. QUORUM: The presence, in person or by proxy, of at least fifty (50%) percent of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said 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 upon which the vote is cast.

Section 5. VOTING: Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. MAJORITY: A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or

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written vote, if applicable) at a given meeting of the members of the Association.

ARTICLE VI
MEETINGS

Section 1. PLACE OF MEETINGS: Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the law of the State of Michigan.

Section 2. FIRST ANNUAL MEETING: The First Annual Meeting of members of the corporation shall be convened by Developer any time after more than fifty (50%) percent of the Units in the Project have been sold. In no event, however, shall such meeting be convened later than 120 days after seventy-five (75%) percent of the Units are sold or fifty-four (54) months after the conveyance of the first Unit to a non-developer Co-owner, whichever occurs first. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of the such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner.

Section 3. ANNUAL MEETINGS: Annual meetings of members of the Association shall be held on a date set by the Board of the Association at such time and place as shall also be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them.

Section 4. SPECIAL MEETING: It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-half (1/2) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. NOTICE OF MEETINGS: It shall be the duty of the Secretary (or other

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Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice of designated voting representative required to be filed with the Association shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 6. ADJOURNMENT: If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. ORDER OF BUSINESS: The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors; (g) unfinished business; and (h) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. ACTION WITHOUT MEETING: Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specified a choice, the vote shall be constituted by receipt, within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceed the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. CONSENT OF ABSENTEES: The transaction of any Association business at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in

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person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver or notice, or a consent to the holding of such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. MINUTES; PRESUMPTION OF NOTICE: Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE VII ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE VIII BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATION: The affairs of the corporation shall be governed by a Board consisting of three (3) Directors all of whom must be members of the corporation or officers, partners, trustees, employees or agents of members of the corporation except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation. Any time after all Developer's units which may be created have been sold, the Association Board may increase the number of Directors to five (5).

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Section 2. FIRST BOARD OF DIRECTORS: The First Board of Directors shall be composed of the incorporators, or their successors as selected by the Developer, and such Board of Directors shall manage the affairs of the corporation until a successor Board of Directors is elected at the First Meeting of Members of the corporation.

Section 3. APPOINTMENT OF NON-DEVELOPER CO-OWNERS TO BOARD PRIOR TO FIRST ANNUAL MEETING: Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the Units that may be created, at least one of the three Directors, but not less than twenty-five (25%) percent of the Board of Directors, shall be selected by non-developer Co-owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Directors so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed as provided for in this Article.

Section 4. ELECTION OF DIRECTORS AT AND AFTER FIRST ANNUAL MEETING:
(a) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of fifty (50%) percent of the Units that may be created, not less than thirty-three and one third (33 1/3%) percent of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the Units that may be created. The non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as the Units that remain to be sold equal at least ten (10%) percent of all units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(b) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which actual maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in the previous subsection. Application of this subsection does not require a change in the size of the Board of Directors.

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(c) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under the previous subsection, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under the previous subsection results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one Director as provided in subsection (a).

(d) At the First Annual Meeting two Directors shall be elected for a term of two years and one Director shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the two persons receiving the highest number of votes shall be elected for a term of two years and the one person receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, Directors whose terms expire after the First Annual Meeting, the term of office (except for one of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(e) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of these Bylaws.

Section 5. POWERS AND DUTIES: The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-Owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties that may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administrate the affairs of the Condominium Project and the Common Elements and to maintain the Condominium Project and the Common Elements thereof.

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(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

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

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve, and to buy, manage, operate, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium, and easements, rights of way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, that any such action shall also be approved by affirmative vote of seventy-five (75%) percent of all of the members of the Association.

(h) To make reasonable rules and regulations not prohibited by the Act or the Condominium Documents.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-Owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(k) To enforce the provisions of the Condominium Documents.

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Section 6. MANAGEMENT AGENT: The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the board shall authorize, including but not limited to, the duties listed herein, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and on 30 days' notice at any time for cause.

Section 7. ACTIONS BY FIRST BOARD OF DIRECTORS: All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 8. VACANCIES: Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owners elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 4 of this Article.

Section 9. REMOVAL: At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be fifty (50%) percent. Any

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Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 10. FIRST MEETING: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

Section 11. REGULAR MEETINGS: Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by the directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 12. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one director.

Section 13. WAIVER OF NOTICE: Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place hereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 14. QUORUM: At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may

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be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 15. FIDELITY BONDS: The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IX OFFICERS

Section 1. OFFICERS: The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, the Vice President, a Secretary and a Treasurer. The directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two officers except that of President and Vice President may be held by one person.

Section 2. PRESIDENT: The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as the President may deem appropriate to assist in the conduct of the affairs of the Association.

Section 3. VICE PRESIDENT: The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to serve as President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board of Directors.

Section 4. SECRETARY: The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; said Officer shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and said Officer shall, in general, perform all duties incident to the office of the Secretary.

Section 5. TREASURER: The Treasurer shall have responsibility for the Association

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funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. Said Officer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositaries as may, from time to time, be designated by the Board of Directors.

Section 6. OTHER POWER AND DUTIES: The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

Section 7. ELECTION: The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 8. REMOVAL: Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purposes. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

ARTICLE X FINANCE

Section 1. RECORDS: The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners, and their accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. At the request of any Co-owner, the books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request there for. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto, and all

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other Condominium Documents, and shall permit all Co-Owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 2. FISCAL YEAR: The fiscal year of the corporation shall be an annual period commencing on such date as may be initially determined by the directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. BANKING: The funds of the corporation shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE XI
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and every officer of the corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the Board of Directors shall notify all Co-Owners thereof.

ARTICLE XII
ARBITRATION

Section 1. ELECTION FOR ARBITRATION: Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any

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disputes, claims or grievances arising among or between Co-Owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. JUDICIAL REVIEW: No Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances unless the parties to any such dispute, claim or grievance agree to submit to arbitration.

Section 3. PROPER PARTY: Actions on behalf of and against the Co-Owners shall be brought in the name of the Association. The Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the Condominium Unit Project.

ARTICLE XIII INSURANCE

The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use, and maintenance of the Common Elements of the Condominium Project, and such insurance shall be carried and administered in accordance with the following provisions:

Section 1. RESPONSIBILITIES OF ASSOCIATION AND CO-OWNERS: All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements if the mortgagees of Co-owners so request. Each Co-owner shall obtain insurance coverage at his own expense upon all improvements constructed upon his Unit, his personal property located within his Unit, and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, if applicable, and also for alternate storage expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to the Co-owner's needs and thereafter to obtain insurance coverage for his personal property, his Unit and his improvements located within his Unit or elsewhere on the Condominium premises, and for his personal liability for occurrences within his Unit or upon Limited Common Elements, and also for any other insurance that the Co-owner

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desires. The Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Co-owners shall attempt to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. If any Co-owner is unable to obtain such waiver of subrogation provision in its insurance policy, then such Co-owner shall indemnify, defend and hold the Association harmless from any claim made by an insurer of such Co-owner against the Association. Such insurance policy shall list the Association as an insured party.

Section 2. EXTENT OF COVERAGE: All Common Elements of the Condominium 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 foundation and excavation costs, as determined annually by the Board of Directors of the Association. Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner.

Section 3. RESPONSIBILITY FOR PREMIUMS: All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration and shall be apportioned against the various Co-owners as provided for herein and collected as part of the assessments.

Section 4. PROCEEDS OF INSURANCE POLICIES: Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-Owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair, replacement, or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 5. AUTHORITY OF ASSOCIATION: Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all insurance matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's

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compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority, to purchase and maintain such insurance, to collect and remit premiums there for, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE XIV
RECONSTRUCTION OR REPAIR

Section 1. RESPONSIBILITY FOR RECONSTRUCTION AND REPAIR: If any part of the Condominium shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) GENERAL COMMON ELEMENTS: If the damaged property is a General Common Element, the property shall be rebuilt or repaired, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of such termination.

(b) UNIT OR IMPROVEMENTS THEREON: If the damaged property is a Unit or any improvements thereon, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property. Such Co-owner shall, in any event, remove all debris and restore the Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of these Bylaws as soon as reasonably possible following the occurrence of the damage to it.

Section 2. REPAIR IN ACCORDANCE WITH MASTER DEED: Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-Owners shall unanimously decide otherwise.

Section 3. ASSOCIATION RESPONSIBILITY TO REPAIR: Immediately after a

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casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. If damage to Common Elements adversely affects the appearance of the Project in the sole opinion of the Board of Directors, then the Association, if responsible for the reconstruction, repair, replacement, and maintenance thereof, shall proceed with repair of the damaged property without delay, and shall complete such replacement, repair, reconstruction, or maintenance within six (6) months after the date of the occurrence which caused damage to such Common Elements.

ARTICLE XV
EMINENT DOMAIN

Section 1. EMINENT DOMAIN: Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) TAKING OF UNIT OR IMPROVEMENTS THEREON: In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then the condemning authority shall pay such award to the Co-owner and his mortgagee, as their interests may appear.

(b) TAKING OF COMMON ELEMENTS: If there is any taking of any portion of the Condominium other than any Unit the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of one hundred (100%) percent of the Co-Owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) CONTINUATION OF CONDOMINIUM AFTER TAKING: In the event

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the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-Owners based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Project.

(d) NOTIFICATION OF MORTGAGEES: In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units of the Condominium.

Section 2. NOTIFICATION OF FHLMC: In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request there for by FHLMC, the Association shall give FHLMC written notice at such address as it may from time to time direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage.

Section 3. PRIORITY OF MORTGAGEE INTERESTS: Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE XVI MORTGAGES

Section 1. NOTICE OF MORTGAGES: Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the

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Co-owner of such Unit that is not cured within 60 days.

Section 2. NOTICE OF INSURANCE: Upon request, the Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. NOTICE OF MEETINGS: Upon request submitted to the Association, any institutional holder of a mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE XVII AMENDMENTS

Section 1. PROPOSAL: Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of at least fifty (50%) percent of the Directors or by at least fifty (50%) percent of the Co-Owners in person or by instrument in writing signed by them.

Section 2. MEETING: Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. VOTING: These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of two-thirds of all Co-Owners.

Section 4. BY DEVELOPER: Prior to the First Annual Meeting of members, these Bylaws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person.

Section 5. EFFECTIVE DATE: Any amendment to these Bylaws shall become effective upon recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located.

Section 6. BINDING EFFECT: A copy of each amendment to the Bylaws shall be

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furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

Section 7. COST OF AMENDMENT: A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-Owners and mortgagees or based upon the Advisory Committee's decision, the costs of which shall be expenses of administration.

ARTICLE XVIII
COMPLIANCE

The Association of Co-Owners and all present or future Co-Owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Statute, the Statute shall govern.

ARTICLE XIX
REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-Owners to the following relief:

Section 1. LEGAL ACTION: Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-Owners.

Section 2. RECOVERY OF COSTS: In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such actual attorneys fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys fees.

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Section 3. REMOVAL AND ABATEMENT: The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. ASSESSMENT OF FINES: The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. All fines duly assessed may be collected in the same manner as provided for collection of assessments in these Bylaws.

Section 5. NON-WAIVER OF RIGHT: The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

Section 6. CUMULATIVE RIGHTS, REMEDIES AND PRIVILEGES: All rights, remedies and privileges granted to the Association or any Co-owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. CO-OWNER ENFORCEMENT: A Co-owner may maintain an action against the Association and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for non-compliance with the terms and provisions of the Condominium Documents or the Condominium act.

ARTICLE XX
ASSESSMENT OF FINES

Section 1. GENERAL: The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly-adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly-constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. PROCEDURES: Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) NOTICE: Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address shown in the notice required to be filed with the Association.

(b) OPPORTUNITY TO DEFEND: The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the notice.

(c) DEFAULT: Failure to respond to the notice of violation constitutes a default.

(d) HEARING AND DECISION: Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. AMOUNTS: Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines, in addition to reimbursement of any expense incurred by the Association as a result of the default, including actual attorney fees, shall be levied:

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- (a) FIRST VIOLATION: No fine shall be levied.
- (b) SECOND VIOLATION: Two Hundred (\$200.00) dollar fine.
- (c) THIRD VIOLATION: Four hundred (\$400.00) dollar fine.
- (d) FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS: Six Hundred (\$600.00) dollar fine.

(e) These fines are the initial fines set at the time of establishing the condominium. The Board may increase these fines at any time after recording of the Master Deed, without further Amendment of these Bylaws, following 30 days written notice to the Co-owners.

Section 4. CONTINUING VIOLATIONS: In the event that a violation continues beyond ten (10) days from the date of the offending Co-owner's hearing at which the Board determines that a violation has occurred, the continuing violation will be treated as a separate and subsequent violation and the new and increased fines may be levied on each occasion of any subsequent violation determination without the necessity of a further hearing or hearings thereon.

Section 5. COLLECTION: The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents.

ARTICLE XXI RIGHTS RESERVED TO DEVELOPER

Any and all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or the

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termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby). The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE XXII
SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

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EMMET COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

EXHIBIT "B" TO THE MASTER DEED OF
DEER PATH

A CONDOMINIUM
LITTLEFIELD TOWNSHIP, EMMET COUNTY, MICHIGAN

DEVELOPER
NOBLE DEVELOPMENT GROUP
4544 COUNTRY VIEW ROAD
PETOSKEY, MI 49770

SURVEYOR
ARTHUR R. RANGER
PROFESSIONAL SURVEYOR #31601
06759 U.S.-31 SOUTH
CHARLEVOIX, MICHIGAN 49720

A. R. Ranger
ARTHUR R. RANGER, P.S. 31601
MAY 21, 2001.

- SHEET INDEX
1. COVER SHEET
 2. SURVEY PLAN
 3. SITE & UTILITY PLAN



ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE SURVEYOR'S CERTIFICATE, SHEET 2.

PROPERTY DESCRIPTION
DEER PATH

LAND SITUATED IN THE TOWNSHIP OF LITTLEFIELD, EMMET COUNTY, MICHIGAN, TO WIT: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 35 NORTH, RANGE 4 WEST; EXCEPTING THEREFROM COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 01°51'05" EAST 600 FEET; THENCE WEST 208 FEET; THENCE SOUTH 01°51'05" WEST 600 FEET; THENCE EAST 208 FEET TO THE POINT OF BEGINNING.

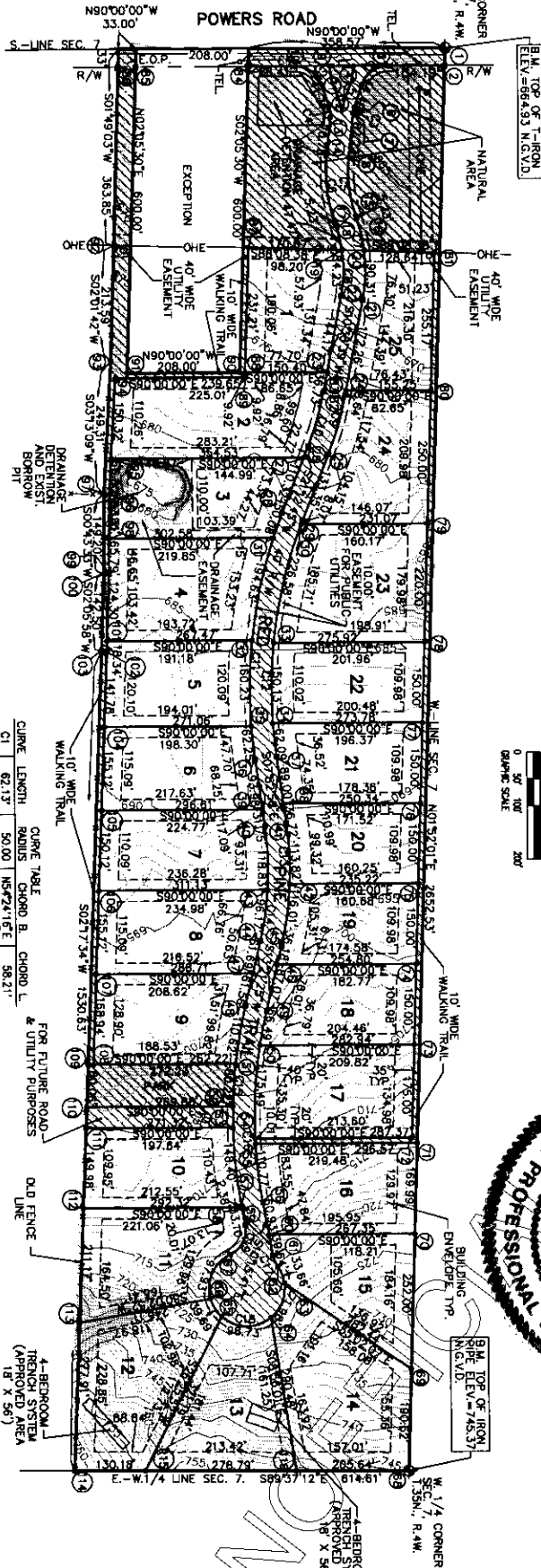
ALSO BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7, TOWN 35 NORTH, RANGE 4 WEST; SAID POINT BEING 566.45 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 33.00 FEET; THENCE NORTH 02°22'20" EAST ALONG A FENCE LINE 2642.75 FEET TO THE EAST AND WEST QUARTER LINE OF SAID SECTION; THENCE NORTH 89°06'40" WEST ALONG SAID QUARTER LINE 57.0 FEET TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 01°51'05" WEST ALONG SAID LINE 2642.85 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWN 35 NORTH, RANGE 4 WEST.

ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

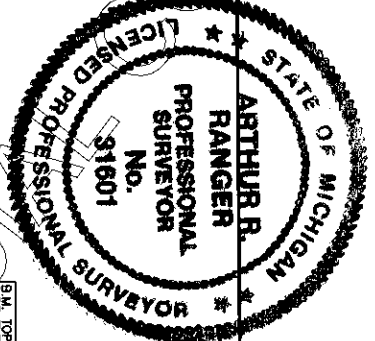
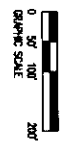
THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 35 NORTH, RANGE 4 WEST, LITTLEFIELD TOWNSHIP, EMMET COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT A T-IRON STAKE AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 01°52'01" EAST ON THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 2652.53 FEET TO AN IRON STAKE AT THE QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89°37'12" EAST ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 7, A DISTANCE OF 614.61 FEET TO ITS INTERSECTION WITH AN OLD FENCE LINE; THENCE ALONG SAID FENCE LINE THE FOLLOWING COURSES: SOUTH 02°17'34" WEST 1530.63 FEET; THENCE SOUTH 02°05'58" WEST 142.50 FEET; THENCE SOUTH 00°43'33" WEST 149.20 FEET; THENCE SOUTH 03°13'09" WEST 249.31 FEET; THENCE SOUTH 02°01'42" WEST 213.59 FEET; THENCE SOUTH 01°49'03" WEST ALONG SAID FENCE LINE AND ITS SOUTHERLY EXTENSION 363.85 FEET TO THE SOUTH LINE OF SAID SECTION 7; THENCE LEAVING SAID FENCE LINE AND ITS EXTENSION NORTH 90°00'00" WEST ON SAID SECTION LINE 33.00 FEET TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7, SAID POINT BEING 566.56 FEET (REC. AS 566.45 FEET) EAST OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 02°05'30" EAST ON SAID EAST LINE 600.00 FEET; THENCE NORTH 90°00'00" WEST PARALLEL WITH SAID SOUTH SECTION LINE 208.00 FEET; THENCE SOUTH 02°05'30" WEST PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER 600.00 FEET TO THE SOUTH LINE OF SAID SECTION 7; THENCE NORTH 90°00'00" WEST ON SAID SOUTH LINE 358.57 FEET TO THE POINT OF BEGINNING. CONTAINING 33.98 ACRES OF LAND MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE. BEARINGS ARE RELATIVE TO SURVEYS IN THE AREA.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.



1' CONTOUR INTERVAL



SHEET 3 OF 3

SCHEDULE OF COORDINATES

NORTH	EAST	NORTH	EAST
1 1347.89	4033.79	40 2793.82	4374.49
2 1380.89	4034.86	41 2801.88	4374.87
3 1380.89	4139.05	42 2901.26	4379.32
4 1414.57	4186.38	43 3007.38	4384.70
5 1458.68	4200.73	44 3076.80	4384.70
6 1458.68	4200.73	45 3076.80	4384.70
7 1458.68	4200.73	46 3076.80	4384.70
8 1380.89	4244.95	47 3127.27	4384.95
9 1380.89	4307.15	48 3156.52	4374.25
10 1380.89	4307.15	49 3201.72	4387.16
11 1453.87	4246.80	50 3201.72	4387.16
12 1453.87	4246.80	51 3201.72	4387.16
13 1453.87	4246.80	52 3201.72	4387.16
14 1453.87	4246.80	53 3201.72	4387.16
15 1453.87	4246.80	54 3201.72	4387.16
16 1453.87	4246.80	55 3201.72	4387.16
17 1453.87	4246.80	56 3201.72	4387.16
18 1453.87	4246.80	57 3201.72	4387.16
19 1453.87	4246.80	58 3201.72	4387.16
20 1453.87	4246.80	59 3201.72	4387.16
21 1453.87	4246.80	60 3201.72	4387.16
22 1453.87	4246.80	61 3201.72	4387.16
23 1453.87	4246.80	62 3201.72	4387.16
24 1453.87	4246.80	63 3201.72	4387.16
25 1453.87	4246.80	64 3201.72	4387.16
26 1453.87	4246.80	65 3201.72	4387.16
27 1453.87	4246.80	66 3201.72	4387.16
28 1453.87	4246.80	67 3201.72	4387.16
29 1453.87	4246.80	68 3201.72	4387.16
30 1453.87	4246.80	69 3201.72	4387.16
31 1453.87	4246.80	70 3201.72	4387.16
32 1453.87	4246.80	71 3201.72	4387.16
33 1453.87	4246.80	72 3201.72	4387.16
34 1453.87	4246.80	73 3201.72	4387.16
35 1453.87	4246.80	74 3201.72	4387.16
36 1453.87	4246.80	75 3201.72	4387.16
37 1453.87	4246.80	76 3201.72	4387.16
38 1453.87	4246.80	77 3201.72	4387.16
39 1453.87	4246.80	78 3201.72	4387.16

LEGEND

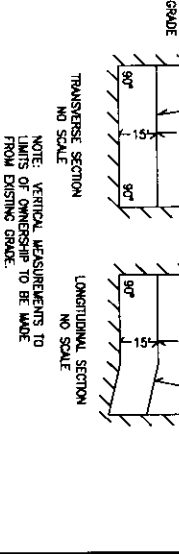
- PARK PATH OR NATURAL AREA
- ▨ GENERAL COMMON ELEMENT
- ▩ LIMITED COMMON ELEMENT
- COORDINATE POINT-PROPERTY CORNER
- SET CONCRETE MONUMENT
- SET 1/2" ROD
- ELECTRIC
- TELEPHONE
- INDIVIDUAL SPRING
- CABLE TV
- GAS
- WATER
- SANITARY SEWER
- CABLE TV

DEER PATH SITE & UTILITY PLAN PROPOSED

NOTE: THERE IS NO FLOOD PLAN AFFECTING THIS PROJECT.

NOTE: VERTICAL MEASUREMENTS TO LIMITS OF OWNERSHIP TO BE MADE FROM EXISTING GRADE.

DETAILS OF THE VERTICAL OWNERSHIP LIMITS



THIS SHEET PREPARED BY:

Arthur R. Ronger, P.S. 31601
RANGER & ASSOCIATES, INC.
P.O. BOX 382
CHARLEVOIX, MI 49720