

## CONDOMINIUM BY-LAWS OF STONEHEDGE CLUB II

### ARTICLE I ADMINISTRATION

**SECTION 1. ORGANIZATION.** Stonehedge Club II, a residential site condominium project located in the Township of Pleasantview, Emmet County, Michigan (the "Project") is being developed in a single phase so as to comprise a maximum of forty-one (41) dwelling units (the "Units") unless the Project is expanded by the addition of all or part(s) of the Possible Future Development Area, in which case the maximum number of Units would be sixty-five (65). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an association of co-owners organized as a non-profit corporation (the "Association") under the laws of the State of Michigan. The entity created for this purpose is Stonehedge Club II Condominium Association.

**SECTION 2. MEMBERSHIP AND VOTING.** Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

A. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

B. 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 or her Unit in the Project.

C. Each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned, the relative value of which shall be as set forth in Article V of the Master Deed.

D. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Project to the Association. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in sub-paragraph "E" below or by a proxy given by such individual representative. The Developer shall only be entitled to one vote for each unsold Unit.

E. 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 notices shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner provided in this Section.

F. There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the By-Laws of the Association. Notice of time, place and subject matter of all meetings as provided in the Association By-Laws shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners at least fifteen (15) days in advance of said meetings.

G. The presence in person or by proxy of thirty percent (30%) of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically requiring a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which the person is not otherwise present

in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

H. 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.

I. Except where otherwise provided herein, a majority shall consist of more than fifty percent (50%) of Co-owners qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically in the Condominium Documents or by applicable law, a majority may be required to exceed the simple majority set forth in this subsection of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

J. Other provisions as to voting by members, not inconsistent with the provisions contained in this Section, may be set forth in the Association By-Laws.

**SECTION 3. FINANCIAL 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 mortgagees during reasonable working hours. 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 Project shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year and receipt by the Association of a written request for the statement. The costs of such audit and any accounting expenses shall be expenses of administration. The Association shall prepare and distribute a financial statement to each owner at least once per year.

The Association shall keep current copies of the approved Master Deed, and all Amendments to the Master Deed and other Condominium Documents for the Project available at reasonable hours for Co-owners, prospective purchasers and prospective mortgagees of Units in the Project.

**SECTION 4. ADMINISTRATION.** The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors designated in the Articles of Incorporation of the Association and any of their successors elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 7 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to Directors, not inconsistent with the following, shall be provided by the Association By-Laws:

A. 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 by them to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these By-Laws, or any further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Association By-Laws, the Board of Directors shall be responsible specifically for the following:

- (i) Management and administration of the affairs and maintenance of the Project and the Common Elements.
- (ii) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (iii) To carry insurance and collect and allocate the proceeds thereof.

(iv) To rebuild improvements after casualty.

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

(vi) 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 Project and easements, right-of-ways and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(vii) 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 more than sixty percent (60%) of all of the members of the Association eligible to vote.

(viii) To make rules and regulations in accordance with Article VI of these By-Laws.

(ix) To establish such committees as it deems necessary, convenient and or desirable and to appoint persons to such committees for the purpose of implementing the administration of the Project and to delegate to such committees any functions or responsibilities which are by law or the Condominium Documents required to be performed by the Board.

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

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

B. The Association may provide for independent management of the Condominium Project. Any service contract which exists between the Association and the Developer or affiliates of the Developer and a management contract with the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the Transitional Control Date or within ninety (90) days after such date, and on thirty (30) days notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the Transitional Control Date, the excess period under the contract may be voided by the Board of Directors of the Association by notice to the management agent at least thirty (30) days before the expiration of one year.

C. All of the actions (including, without limitation, the adoption of these By-Laws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such action 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 were within the scope of powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

**SECTION 5. OFFICERS.** The Association By-Laws provide the designation, number, terms of office, qualification, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of, and not inconsistent with, the provisions and purposes of the Condominium Documents. Officers may be compensated, but only upon the affirmative vote of more than sixty percent (60%) of all Co-owners eligible to vote.



**SECTION 6. INDEMNIFICATION.** Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his being or having been a director or officer of the Association, whether or not he or she 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 (a) a breach of the Director's duty of loyalty to the corporation or its shareholders or members, (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (c) a violation of Section 551(1) of the Michigan Non-Profit Corporation Act, (d) a transaction from which the Director derived an improper personal benefit, or (e) an act or omission that is grossly negligent; provided that in the event of any claim for reimbursement or indemnification under this Section based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification 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 Association. 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. Ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners of the indemnification and proposed payment.

**SECTION 7. BOARD OF DIRECTORS.**

A. The Association will begin by having a Board of Directors composed of three persons, and that Board will manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owner to the Board, all members of the Board of Directors (except the Developer) shall resign as members of the Board of Directors, and thereafter elections for non-developer Co-owner directors shall be held as provided below.

B. At the First Annual Meeting of Members of the Association, the Board of Directors shall increase to five members. The First Annual Meeting of Members of the Association may be convened by the Developer at any time. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created in the Project or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever occurs first. Developer may call meetings of members for informative, advisory, or other appropriate purposes prior to the First Annual Meeting of Members, but no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors and at least 10 days written notice of the meeting shall be given to each Co-owner. The phrase "Units that may be created" used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Project.

C. Election of Directors to Board prior to the First Annual Meeting of Members: Not later than 120 days after conveyance of legal or equitable title to Co-owners of 25% of the Units that may be created in the Project, at least one director and not less than 25% of the Board of Directors of the Association shall be elected by the Co-owners. Furthermore, not later than 120 days after conveyance of legal or equitable title to Co-owners of 50% of the Units that may be created in the Project, not less than 33⅓% of the Board of Directors shall be elected by the Co-owners. Also, not later than 120 days after conveyance of legal or equitable title to Co-owners of 75% of the Units that may be created in the Project, and before conveyance of 90% of such Units, the Co-owners shall elect all directors to the Board, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the units in the Project or as long as 10% of the Units remain to be created.

D. Notwithstanding the formula for elections provided in Paragraph C above, however, 54 months after the first conveyance of legal or equitable title to a Co-owner of a Unit in the Project (if title to not less than 75% of the Units that may be created has not been conveyed), the Co-owners have the right to elect a number of members to the Board of Directors of the Association equal to the percentage of Units that the Co-owners hold. The Developer has the right to elect a number of members to the Board of Directors equal to the percentage of Units which are owned by

the Developer and for which all assessments are payable by the Developer. (This election may increase, but will not decrease, the minimum election and designation rights otherwise established in Paragraph C above. Application of this Paragraph does not require a change in the size of the Board of Directors as otherwise determined in these Condominium Documents).

E. If the calculation of the percentage of the members of the Board that the Co-owners may elect results in a right of Co-owners to elect a fractional number of members to the Board, 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 that the Co-owners have the right to elect the remaining members to the Board. (Application of this subsection, however, shall not eliminate the right of the Developer to designate one member of the Board under the provisions pertaining to 10% of the Units discussed above).

F. Advisory Committee: Until Co-owners are entitled to elect directors to the Association, an advisory committee of Co-owners shall be established either 120 days after conveyance of legal or equitable title to Co-owners of  $\frac{1}{3}$  of the Units that may be created in the Project, or open year after the initial conveyance of legal or equitable title to a Co-owner of a Unit in the Project; whichever occurs first. The advisory committee shall meet with the Board of Directors of the Association for the purpose of facilitating communication and aiding the transition of control of the Association. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the Co-owners.

## ARTICLE II ASSESSMENTS

**SECTION 1. DETERMINATION OF REGULAR ASSESSMENTS.** The Board of Directors shall, from time to time, and at least annually, adopt a budget for the Association which shall include the estimated funds required to defray common expenses of the Project for which the Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and the Board shall allocate and assess such common charges ("Regular Assessments") against all Co-owners as set forth in Section 4 of this Article.

**SECTION 2. INCREASE OF REGULAR ASSESSMENTS DURING FISCAL YEAR.** Absent Co-owner approval as provided in these Condominium Bylaws, Regular Assessments shall only be increased by the Board during a given fiscal year of the Association in accordance with the following:

- a. If the Board shall find the annual budget as originally adopted is insufficient to pay the costs of operation and maintenance of the Common Elements; or
- b. To provide for the replacement of existing Common Elements; or
- c. To provide for the purchase of additions to the Common Elements in an amount not exceeding \$10,000 per improvement or \$500 per Unit annually, whichever is less; or
- d. In the event of emergency or unforeseen development.

Any increase in Regular Assessments for a given fiscal year other than or in addition to the foregoing shall require approval by a vote of 60% or more of the Co-owners.

**SECTION 3. ADMINISTRATIVE EXPENSES.** The common expenses of the Project shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Project under the powers and duties delegated to it under the Condominium Documents and applicable law, and may include, without limitation, amounts to be set aside for working capital of the Association, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expenses for any prior year. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project, shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance securing the interests of the Co-

owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Project shall be receipts of administration. The Association shall be assessed as the entity in possession of any tangible personal property of the Project owned or possessed in common by the Co-owners, and all personal property taxes on such property shall be treated as expenses of administration.

#### **SECTION 4. LEVY OF ASSESSMENTS.**

a. All Regular Assessments shall be apportioned among and paid by the Co-owners based upon their respective Percentages of Value. As determined by the Board of Directors, Regular Assessments shall be payable in monthly, quarterly, semi-annual or annual installments, in advance, commencing with acceptance of a conveyance of a Unit, or with the acquisition of title to a Unit by any other means.

b. The Board shall advise each Co-owner in writing of the amount payable by the Co-owner and shall furnish to all Co-owners copies of each budget upon which such common charges are based. Failure to deliver a copy of the budget to each member shall not affect any member's liability for any existing or future assessment.

**SECTION 5. DETERMINATION OF SPECIAL ASSESSMENTS.** The Board of Directors has the power to levy special assessments against all Co-owners and their Units and/or against those Co-owner(s) and the Unit(s) of Co-owner(s) that, in the Board's opinion, either will benefit from the expenditure for which the special assessment is to be levied or which are likely to cause, or will cause, the Association to incur any expense that will not benefit the entire Association. All special assessments levied against a Unit or Units shall be determined by the Board of Directors after notice to the affected Co-owner(s) on such proposed special assessments. The Board shall, by resolution, determine the terms of payment of any special assessment, and, where an assessment involves more than one Co-owner, equitably apportion the special assessment among Co-owners. Special assessments levied against Units to cover the expenses of administration of Limited Common Element areas shall be apportioned among the affected Co-owners according to their respective Percentages of Value or according to such other formula as may be determined by the Board to be equitable under the circumstances. If more than one affected Co-owner objects to the proposed special assessment or terms of payment in a written notice served on the Board no later than ten (10) days after service of the notice, then the Board promptly shall schedule a meeting on the issue and the proposed special assessment shall be set aside or the payment terms revised if at the meeting forty percent (40%) of all Co-owners vote to do so.

#### **SECTION 6. COLLECTION OF ASSESSMENTS.**

a. All assessments levied against a Co-owner by the Association which are unpaid constitute a lien upon the Unit(s) owned by the Co-owner at the time of the assessment, prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record recorded prior to the recording of any notice of lien by the Association. For purposes of this subsection a, the term "assessment" includes, without limitation, all Regular Assessments, all special assessments, all fines, interest, late charges, costs of collection and other sums owed to the Association by reason of a Co-owner's failure to adhere to the Condominium Documents. The lien upon each Unit owned by a Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Unit(s) no longer owned by the Co-owner but which became due while the Co-owner had title to the Unit(s).

b. Each Co-owner shall be personally obligated for the payment of all assessments levied with regard to his or her Unit during the time that he or she is the owner of the Unit, and no Co-owner may exempt himself or herself from liability for his or her contribution by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his or her Unit.

c. In the event of default by any Co-owner in paying an assessment, the Board may accelerate and declare all unpaid installments of the Regular Assessments for the



pertinent fiscal year and all unpaid installments of any special assessment immediately due and payable. In addition, the Board may assess on past due assessments reasonable late charges, as determined from time to time by Board resolution, rule or regulation.

d. All expenses incurred in collection of an assessment, including late charges, interest, costs and reasonable actual attorney fees, and any advances for taxes or other liens paid by the Association to protect its lien for unpaid assessments, may be specially assessed by the Association against the Co-owner in default and while unpaid shall constitute a lien upon the Unit or Units owned by the Co-owner.

e. In addition to any other remedies available to the Association, the Association may enforce the collection of unpaid assessments by suit at law for a money judgment or by foreclosure of the statutory lien securing payment of assessments in the manner provided by Section 108 of the Act, as amended. Each Co-owner, and every other person who from time to time has any interest in the Project, will 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 for foreclosures by advertisement. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit, he or she was notified of the provisions of this subsection, including this power of sale, and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and of any hearing on the same prior to the sale of the subject Unit. The Association shall have the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement, in the name of the Association on behalf of the Co-owners. 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 in this subsection 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.

f. A foreclosure proceeding may not be commenced without the recordation and service of a notice of lien in accordance with the following:

- (1) The notice of lien shall set forth:
  - (a) The legal description of the Unit(s) to which the lien attaches;
  - (b) The name of the Co-owner(s) of record of the Unit(s); and
  - (c) The amount due the Association at the date of the notice, exclusive of interest, costs, attorney fees and future assessments.

(2) The notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain other information as the Association may deem appropriate.

(3) The notice of lien shall be recorded in the office of the Emmet County Register of Deeds 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 ten (10) days in advance of commencement of the foreclosure proceeding.

g. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the delinquent Co-owner or anyone claiming under the Co-owner. The Association may also discontinue the furnishing of any services to a Co-owner in default in the payment of assessments upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default in the payment of assessments shall not be entitled to utilize any of the General Common Elements of the Project and, as provided in these Bylaws, shall not be entitled to vote at any meeting of the Association; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress

to and from his or her Unit. The foregoing rights of the Association with respect to a Co-owner in default for the payment of an assessment are cumulative, and not alternative, and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

h. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, lease, mortgage, or convey the Unit. An action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien. Actions for money damages and foreclosure may be combined in one action.

i. Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sales price by the purchaser in preference over any other assessment or charge of whatever nature except the following: (a) amounts due the State, any subdivision of the State, or any municipality for taxes and/or special assessments due and unpaid on the Unit; and (b) payments due under a first mortgage having priority over the unpaid assessments. A purchaser or grantee shall be entitled to a written statement from the Association setting forth the amount of unpaid assessments against the seller or grantor and such purchaser or grantee shall not be liable for, nor shall the Unit conveyed or granted be subject to a lien for, any unpaid assessments against the seller or grantor in excess of the amount set forth in such written statement, except amounts which may become due subsequent to the date of the statement. Unless the purchaser or grantee requests a written statement from the Association at least five (5) days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, late charges and reasonable actual attorney fees incurred in collecting the assessments.

**SECTION 7. APPLICATION OF PAYMENTS.** All payments on account of assessments in default shall be applied in the following manner: first, to costs of collection and enforcement of payment, including reasonable actual attorney fees and amounts paid to protect the Association's lien; second, to any interest and charges for late payment on such installments; and third, to installments in default in the order of their due dates.

**SECTION 8. OBLIGATIONS OF THE DEVELOPER.** Notwithstanding any provision in this Article to the contrary, the Developer of the Project, although a member of the Association, will not be responsible during the Development Period for payment of the Regular Assessments or special assessments, except with respect to Units owned by it on which a completed building is located. The Developer will at all times pay all expenses of maintaining the Units that it owns, including the residences and other improvements located within the Units, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project (and of the residences and other improvements constructed within or appurtenant to the Units) that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses will be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any charges for or with respect to deferred maintenance, any reserve fund, reserves for replacement, reserves for contingencies, capital improvements or other special assessments, except with respect to Units owned by it on which a completed building is located. In no event shall the Developer be liable for any expense or assessment levied in whole or in part to purchase a Unit from the Developer or to finance litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar and related costs. For purposes of this paragraph, a "completed building" shall mean a building with respect to which a certificate of occupancy or its equivalent has been issued by the applicable local authority and which is occupied.

**SECTION 9. CREDITORS.** The authority to levy assessments pursuant to this Article V is solely for the benefit of the Association and its members and shall not be exercised by or for the benefit of any creditor of the Association. Nothing contained in these Bylaws shall be construed to impose personal liability on the members of the Association for the debts and obligations of the Association.



**SECTION 10. MORTGAGEES' RIGHTS.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Condominium Unit in the Project which comes into possession of the Condominium Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of claims for unpaid assessments or charges against the mortgaged 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 assessment or charges resulting from a pro-rata reallocation of such assessments or charges to all units including the mortgaged Units).

**SECTION 11. PRIORITY OF ASSESSMENT UPON SALE OR CONVEYANCE.** Upon the sale or conveyance of a Condominium Unit, all paid 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 whatever nature, except the following:

- A. Amounts due the State, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Condominium Unit.
- B. Payments due under a first mortgage having priority thereto.

A purchaser or grantee is entitled to a written statement from the Association of Co-owners setting forth the amount of unpaid assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the Condominium Unit conveyed or granted subject to, a lien for any unpaid assessments against the seller or grantor in excess of those set forth in the written statement. Unless the purchaser or grantee requests the written statement from the Association as above provided at least five (5) days before the sale, the purchaser or grantee shall be liable for any unpaid assessments against the Condominium Unit together with interest, costs and attorney fees incurred in the collection of the assessment.

**SECTION 12. EXCESSIVE ASSESSMENT APPLIED TO FUTURE ASSESSMENTS.** In the event that the assessments set forth herein shall exceed the expenses incurred by the Association during the current fiscal year, such excess shall be applied against amounts due in the fiscal year next following.

**SECTION 13. NO EXEMPTION FROM LIABILITY.** No Co-Owner may exempt himself or herself from liability for contribution toward the expenses of administration by waiver of the use and enjoyment of any Common Element or by the abandonment of his or her Unit.

### **ARTICLE III ARBITRATION**

**SECTION 1. ARBITRATION.** Disputes, claims or grievances arising out of or relating to the interpretation of the application of the Condominium Documents, or any 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 hereinafter, shall be applicable to any such arbitration.

**SECTION 2. ACCESS TO COURTS.** No Co-owner or the Association shall be precluded from petitioning any proper court to resolve any such disputes, claims or grievances.

**SECTION 3. ELECTION OF REMEDIES.** Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in a court.

**SECTION 4. ACTIONS IN THE NAME OF THE ASSOCIATION.** 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 use of the Common Elements in the Project.

**ARTICLE IV  
INSURANCE**

**SECTION 1. ASSOCIATION'S INSURANCE.** The Association shall, to the extent appropriate given the nature of the Common Elements, carry vandalism and malicious mischief and liability insurance (including, without limitation, directors' and officers' coverage), 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, other than title insurance, shall be carried and administered in accordance with the following provisions:

A. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of Co-owners. Each Co-owner shall obtain insurance coverage at his or her own expense upon his or her Unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property located within his or her Unit or elsewhere on the Project and for his or her personal liability for occurrences within the Unit, or upon limited Common Elements appurtenant to the Unit, and also for alternative living expenses in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against any Co-owner or the Association.

B. 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 as determined annually by the Board of Directors of the Association. Any improvements made by a Co-owner within his or her Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, 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 an borne solely by the Co-owner and collected as a part of the assessments against the Co-owner under Article II hereof.

C. All premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

D. 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 interest may appear; provided, whenever repair or reconstruction of the Project shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction. In no event shall hazard insurance proceeds be used for any purpose other than for repair or reconstruction of the Project unless two-thirds (2/3) of the institutional holders of first mortgages on Units in the Project and 2/3 of the Co-owners of Units have given their prior written approval.

**SECTION 2. ASSOCIATION AS ATTORNEY-IN-FACT.** Each Co-owner of a Unit in the Project shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workman's compensation insurance, if applicable, pertinent to the Condominium Project, his or her Unit and the appurtenant Common Elements with such insurer as may, from time to time, provide such insurance for the foregoing. The Association, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums, 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 the Co-owners and the Project as shall be necessary or convenient to the accomplishment of the foregoing.

**ARTICLE V  
RECONSTRUCTION OR REPAIR**

**SECTION 1. DAMAGE TO CONDOMINIUM UNIT.** If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

A. If the damaged property is a Common Element, a Unit, or a residence located within a Unit, the property shall be rebuilt, or repaired if a residence located within any Unit in the Project is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Project that the Project shall be terminated and 2/3 of the institutional holders of a first mortgage lien on any Unit in the Project have given their prior written approval of such termination.

B. If the Project is so damaged that no residence located within any Unit is tenantable, and if 2/3 of the institutional holders of first mortgage liens on any Unit in the Project have given prior written approval of the termination of the Project, the damaged property shall not be rebuilt and the Project shall be terminated, unless seventy-five percent (75%) or more of the Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

**SECTION 2. RECONSTRUCTION.** Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project, and shall restore 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. PARTIAL DAMAGE.** If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 below. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

**SECTION 4. CO-OWNER'S RESPONSIBILITY.** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of his or her Unit, all structures or improvements, including landscaping within his or her Unit, and the Limited Common Elements appurtenant to the Unit.

**SECTION 5. EMINENT DOMAIN.** The following provisions shall control upon any taking by eminent domain:

A. 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 such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interest may appear.

B. If there is any taking of any portion of the of the Project other than any Unit, the condemnation proceedings 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 more than fifty percent (50%) of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

C. In the event 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 Project of 100%. 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 2/3 of the holders of first mortgage liens on individual Units in the Project.



D. In the event any Unit in the Project, 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 shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Project.

**SECTION 6. FHLMC.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then 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 Project if the loss or taking exceeds \$10,000 in amount.

**SECTION 7. PRIORITY.** Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

**SECTION 8. CONSTRUCTION LIENS.** The following provisions shall control the circumstances under which construction liens may be applied against the Project or any Unit:

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

B. A construction lien for work authorized by the Developer, except at the request of a Co-owner, and performed upon the Common Elements may attach only to Units owned by the Developer at the time the work is performed.

C. A construction lien for work authorized by the Association may attach to each Unit only to the proportionate extent that the Co-owner of the Unit is required to contribute to the expenses of administration, as provided by the Condominium Documents.

D. A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Developer or the Association, except as provided in subsection (A) above.

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

## **ARTICLE VI RESTRICTIONS**

**SECTION 1. PROPERTY SUBJECT TO THESE RESTRICTIONS.** All of the Units of the initial phase of the Project are and shall remain subject to these restrictions.

**SECTION 2. USE.** All Units in the Project shall be used for any purpose prescribed for by local zoning ordinances. The Common Elements shall be used only for purposes consistent with the restrictions set forth in these Condominium Documents.

**SECTION 3. RENTAL OF UNITS.** A Co-owner may rent or lease all, but not less than all, of a Unit. A lender-in-possession of a Unit following a foreclosure or deed-in-lieu of foreclosure of a real estate mortgage shall be permitted to rent or lease a Unit, but not less than all of such Unit.

### **SECTION 4. PROHIBITED ACTIVITIES.**

A. No change of any kind shall be made by a Co-owner to any General or Limited Common Element without the express written approval of the Board of Directors. In the

event approval is given by the Board of Directors to alter or modify any Unit or Common Element, the Co-owner requesting such approval shall be responsible for all expenses incurred by the Association in granting such approval, including the expenses of amending the Condominium Master Deed, if, in the opinion of the attorney for the Association, such Master Deed amendment is necessary or desirable.

B. No Co-owner or tenant shall dispose of any chemical, toxic or hazardous compounds within the Project or introduce such compounds into any septic system serving the project contrary to local, state or federal law.

C. No activity shall be carried on nor any condition maintained, either within a Unit or upon the Common Elements, which, in the opinion of the Board of Directors of the Association, detracts from the appearance of the Project.

#### SECTION 5. BUILDING RESTRICTIONS.

A. No building shall be erected, placed or altered and no land shall be graded, no existing trees cut and no improvement made on any Unit without first obtaining approval of the Architectural Control Committee for the Project. Detailed construction plans and specifications, together with a site plan showing the proposed location of all improvements, including but not limited to, dwellings, garages, outbuildings, fences, roofs, carports, rubbish containers, land cuts, septic tanks, leach beds and the like, shall be submitted to the Architectural Control Committee, which shall review such plans and specifications to assure that the proposed improvements satisfy the requirements set forth in this Article, that the exterior design, materials and workmanship are harmonious with other homes and improvements in the Condominium Project, and that the improvements are suitably located with respect to the topography of the Unit and finish grade elevations. The following procedures shall be complied with by any and all Co-owners:

(1) Any Co-owner proposing to construct or to refinish or alter any part of any improvement shall first apply in the following manner to the Architectural Control Committee, in the manner provided as follows:

(a) Co-owner's Notification of Proposed Work - The Co-owner shall notify the Architectural Control Committee in writing of the nature of the proposed work. The Architectural Control Committee shall promptly furnish such Co-owner with an application for approval which will summarize the various design controls applicable to the Co-owner's Unit as well as a list of the items such as plans and specifications that will be required by the committee before it can consider final Architectural Control Committee approval.

(b) Owner's Receipt of Application - After the Co-owner has read and studied the contents of the application for approval it is recommended that the Co-owner and the architect, if any, request a time to meet with a member of the Architectural Control Committee in order to benefit from such member's knowledge of and experience with the restrictions contained in the Condominium By-Laws of the Project. Such meeting shall be held at a mutually convenient time at the offices of the Developer or at another agreed upon place.

(c) Preliminary Architectural Approval - It is recommended that a Co-owner or architect, if any, submit a simple contoured site plan and preliminary drawings of any improvements in 1/8 inch scale to the Architectural Control Committee for tentative approval first to avoid unnecessary expense on the actual drawings.

(d) Owner's Application for Final Architectural Approval - The Co-owner shall submit his or her application to the Architectural Control Committee along with such plans and specifications for the proposed work as the Architectural Control Committee may from time to time request, including, but without limitation, the following to be left on file with the Secretary of the Association for a permanent record, if approved:

i) A site plan of the Unit with contour lines showing the dimensions location of all existing and/or proposed improvements, along with the proposed drainage plan, the driveway and parking areas, the proposed sanitary disposal system and the proposed landscaping.

ii) A complete set of building plans with drawings of each floor and each elevation in 1/4" scale and a complete set of specifications.

iii) A description of exterior materials and color samples.

iv) The Co-owner's proposed construction schedule and completion date if approval is granted.

(e) Layout of Improvements at Site - Prior to submitting the application for final approval, the Co-owner and the architect, if any, shall have temporarily staked out the outlines of all proposed improvements to a homesite as well as the Unit lines as originally surveyed.

(f) Architectural Control Committee's Right to Require Architect - If at any time, following a Co-owner's notification of proposed work, the Architectural Control Committee shall determine that it would be in the best interest of the Project for such Co-owner to employ a registered Architect or Engineer to design any improvement involved in the proposed work, the Architectural Control Committee shall inform such Co-owner in writing of its determination, whereupon all plans and specification submitted pursuant to clause (d) above must be prepared by such professionals.

(g) Architectural Control Committee's Approval or Disapproval - The Architectural Control Committee's approval or disapproval as required by these rules shall be in writing setting forth the reasons for such action. In the event the Architectural Control Committee or its designated representative fails to approve or disapprove a plan within thirty (30) days after the application for building approval, with required documents, has been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and these rules shall be deemed to have been complied with fully.

(h) Owner's Receipt of Conditional Approval - Upon receipt of the approval from the Architectural Control Committee, the Co-owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all improvements pursuant to the approved plans and the Co-owner's proposed construction schedule, including but not limited to the following:

i) All exterior finishing of any improvement, including, but not limited to, backfill and grading, driveway and parking areas, foundation walls, exterior walls, doors, windows and painting and staining must be completed within six (6) months of the approval date.

ii) No building shall be inhabited prior to the completion of its exterior finishing and suitable sanitary facilities.

iii) All interior finishing of any improvements including finishing of the interior walls, floors, ceilings, cabinetry, mechanical elements and decorating shall be completed within twelve (12) months of the approval date.

iv) The Architectural Control Committee's completion date requirement may be extended in writing by the Committee at its discretion, upon written request of the Co-owner for delays due to strike, fire, national emergencies or natural calamities.

v) If any Co-owner fails to comply with this Section of the By-Laws, the Architectural Control Committee shall notify the Owner's



Association of such failure and the Owner's Association, at its option, shall either complete the exterior in accordance with the approved plans, remove the improvement or take such other action as it deems appropriate and the Co-owner shall reimburse the Association for all expenses incurred in connection therewith, including, but not limited to, reasonable attorney fees.

(i) Final Inspection - Upon the completion of any improvement, a Co-owner shall give written notice to the Architectural Control Committee which shall have thirty (30) days from that date to inspect the improvement to be certain that it has been completed in substantial compliance with the approved plans. If for any reason the Architectural Control Committee, or its duly authorized representative, finds that such improvement is not in conformity with the approved plans it shall notify the Co-owner in writing of such non-compliance and require the Co-owner to correct the same within forty-five (45) days. In the event the Co-owner should fail to correct the noncompliance within the specified time, the Architectural Control Committee shall notify the Association of such failure and the Association, at its option, shall either remedy the improvement or remove the same and the owner shall reimburse the Association for expenses incurred in connection therewith. If for any reason the Architectural Control Committee fails to notify the Owner of such non-compliance within thirty (30) days after receipt of said notice of completion thereof from the Owner, the improvements shall be deemed to be in compliance with said approved plans.

B. The Architectural Control Committee shall be appointed by the Developer. The Architectural Control Committee shall consist of not less than three (3), nor more than seven (7), members, each of whom shall be either a member of the Association, a director, employee or agent of the Developer. Members of the Architectural Control Committee shall not be compensated, but shall be reimbursed for their reasonable expenses incurred in carrying out the duties of the Committee. Except as otherwise provided herein, the majority of the members of the Architectural Control Committee shall have the power to act on behalf of the Committee without the necessity of meeting and without the necessity of consulting the remaining members of the Committee. If at any time, the Architectural Control Committee shall be reduced to a number of less than three, or for any reason shall fail to function, the Board of Directors of Developer or its designated representative shall serve as the Architectural Control Committee.

(1) Developer recognizes that there can be an infinite number of concepts and ideas for the development of Units consistent with its plan for development of the Project. Developer wishes to encourage the formulation of such concepts and ideas. Nevertheless, for the protection of all Co-owners, Developer wishes through the Architectural Committee, to make certain that any development of a Unit will be consistent with its plans for the Project. The Architectural Control Committee has prepared an architectural checklist setting forth the general concepts for the development of the Project, which is attached and made a part of the Disclosure Statement. Such checklist may be modified, provided however that the following restrictions shall always be applicable:

(a) Homes shall have their exterior made from log or log siding indigenous to the North American continent. All exterior finishes and stain colors are subject to the approval of the Architectural Control Committee.

(b) Cedar shake and asphalt shingle roofs, in colors approved by the Architectural Control Committee, will be required on all structures in order to provide a unifying theme consistent with the concept of maintaining the natural appearance of the Project.

(c) All structures must be located on the building site designated by the Architectural Control Committee and must have an orientation approved by the Architectural Control Committee, it being the intent of these restrictions to keep structures as compatible as possible with the natural surroundings and with each other.

(d) No A-frame or extremely contemporary structures will be permitted.

(e) It is important that the Developer restrict the height of improvements and trees and vegetation on the premises of the Project to the end that the view of Co-owners shall be preserved to the greatest extent reasonably possible. Limitations as to the height of improvements will be accomplished through the provisions of the Architectural Control Committee. The Architectural Control Committee shall have the responsibility for determining whether trees or other vegetation on the premises of the Project unreasonably interfere with the view of Co-owners. In any case in which the Architectural Control Committee shall determine that there is such interference, it shall send a notice in writing to the Co-owner(s) on whose Unit or appurtenant Limited Common Elements the interference is located, which notice shall set forth the extent to which the trees or other vegetation shall be pruned or removed. If within 30 days after receipt of said notice, the Co-owner(s) have not caused the trees and other vegetation to be pruned or removed to the extent required by the Committee, Developer or the Association may do the work and charge the cost of such work to the affected Co-owner(s).

(f) It is the desire of Developer to preserve the natural vegetation of the Project to the greatest extent possible and to preclude the planting of trees, shrubs and other vegetation thereon. Therefore, Co-owners shall neither remove from the premises or plant or install any tree, shrub or other vegetation without first having obtained the permission of the Architectural Control Committee.

(g) The Architectural Control Committee shall have the right to waive any of the restrictions contained in this Section in such case as it, in its sole discretion, shall deem to be in the best interests of the Project.

C. No improvements, except for a driveway, mailbox or other improvement specifically permitted by the Condominium Documents shall be constructed upon any Common Element within the Condominium Project; provided however, that a septic drain field may be constructed in a Limited Common Element appurtenant to the Unit serviced by such septic drain field.

D. Each home shall not be less than 1,200 square feet of enclosed living area, which shall not include decks, porches or garages. In computing ground floor area, the method of computation shall be that established by applicable zoning ordinance, which may from time to time govern this Project. In the absence of a computation ordinance, such computation shall include all bays, vestibules, or other rooms permanently enclosed, but shall not include basements, garages, attics, breezeways, porches and similar areas which are not normally classified as living areas.

(1) All homes proposed for construction on a Unit in this Project shall have the following restrictions apply:

(a) Minimum of 6/12 pitched roof.

(2) In the event that the home proposed for construction on a Unit in this Project is 1,300 square feet or less then the following special restrictions shall apply:

(a) Covered front entrance porch (facing road) with a minimum size of 48 square feet.

(b) Minimum of 8/12 pitch on main structure. If the home is more than 1,300 square feet, then a minimum roof pitch of 6/12 for the main structure will be required.

(c) Basement with minimum glass and vent area to meet egress code.

(d) Required to erect a minimum of an attached one car garage.

- E. Construction of any improvement duly approved by the Architectural Control Committee shall be completed within one (1) year following commencement of construction.
- F. Garages and unfinished homes shall not be used as living quarters at any time.
- G. All residences shall be constructed of logs, or log siding. Residences can have field stone and/or brick dressings, all to be reviewed and approved prior to construction by the Architectural Control Committee. All log homes must be stained with colors to be approved by the Architectural Control Committee.
- H. No mobile home or modular home shall be placed, stored, occupied, constructed or maintained upon any Unit.
- I. Not more than one (1) single family residence may be constructed upon any Unit. Living quarters are not permitted in any detached building. Guest quarters above garage with bathroom of not less than 200 square feet are permitted, if attached to residence.
- J. No fences shall be permitted in any Common Element. No fences shall be permitted upon any Unit except that a fence not more than four (4) feet high enclosing an area not to exceed 1,200 square feet, located at and attached to the rear of the home, shall be permitted, provided that approval of the Architectural Control Committee as to location and materials is first obtained. Dog kennels not to exceed six (6) feet in height and 120 square feet in area may be erected upon a Unit at the rear of the home. Notwithstanding the foregoing, no fence shall be permitted that would interfere with the continuity of the hiking and cross-country skiing trails, if any, presently located within the Project.
- K. No Co-owner shall park or store, or suffer to be parked or stored, any snowmobile, motorcycle, motorhome, dunebuggy, watercraft or other recreational vehicle or vessel or trailers for the transportation of the same, other than within a building or out building, located, designed and constructed in conformity with these restrictions. No such recreational vehicle shall be driven or operated on said land, except for necessary ingress and egress from the garage or other proper storage area to other lands not subject to these restrictions.
- L. Burning and burying of any garbage or trash is prohibited. All garbage containers are to be kept in an enclosed area, shed, or garage and all garbage and waste shall be disposed of in a manner which conforms to health department requirements.
- M. No unlicensed snowmobiles, motorcycles, boats, trailers, cars, trucks, vans, or motorhomes shall be stored upon any Unit or in any Common Element.
- N. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Unit, except that the Association may adopt rules and regulations permitting domestic pets within the Project. Dogs and cats may be kept provided that they are not bred for any commercial purpose, and further provided that such pets do not create a nuisance.
- O. Exterior lighting is to be so arranged as to direct light away from all adjacent Units. No mercury vapor lights or high intensity lights shall be placed on poles that exceed 6 feet above ground level.
- P. Cutting of trees upon a Unit or Limited Common Element shall be limited to 1/3 of the trees 6" in diameter or greater at the stump once every 5 years. Trees less than 6" in diameter may be removed as needed. Initial clearing of trees for a home and/or garage site, driveway or septic drain field is not subject to this restriction. No cutting of trees shall be permitted in General Common Elements except as permitted by the Association.
- Q. No development of gas, oil or mineral rights shall be permitted within any Unit, Limited or General Common Element. All mineral rights have been reserved by Developer.
- R. No signs are permitted other than one sign no greater than 4 square feet on each face indicating the Co-owner's name and address. One real estate "For Sale" yard sign is



permitted (subject to any restrictions elsewhere in the Condominium Documents), provided that such sign shall not exceed 5 square feet on each face.

S. All utilities are to be buried underground, including, but not limited to, cable television, telephone, and electric services. All fuel storage tanks (including L/P gas tanks) are to be kept above ground and such tanks shall be screened with shrubs, bushes or decorative fencing.

T. Except as may be permitted by duly adopted Rules of Conduct, no device or equipment used for the receipt of video programming services, including direct broadcast satellite, television broadcast and multipoint distribution service (collectively, "Satellite Dish") larger than one meter in diameter in size may be installed within the Project except that antennas designed to receive television broadcast signals may be installed, regardless of size, in accordance with duly adopted Rules of Conduct. Satellite dishes one meter and smaller in diameter may be installed in the Project as permitted by duly adopted Rules of Conduct. The Rules of Conduct adopted pursuant to this subparagraph shall not be inconsistent with any then valid and existing rule of the Federal Communications Commission or its successor.

U. The parking of any vehicle in a manner that obstructs the view toward any street from any adjacent Unit is prohibited.

V. No firearm hunting or the discharge of any firearm is allowed on any Unit, Limited Common Element, or General Common Element.

W. Large vehicles, such as dump trucks, tractors with front-end loaders and/or backhoes, tractor-trailer rigs, flatbed trailers, and other similar equipment shall not be kept on any unit, limited common elements or general common elements except during construction of the residence and garage upon the unit.

X. All buildings and use of all buildings and areas within the Project shall be subject to the restrictions of the District Health Department and in compliance with Pleasantview Township and/or Emmet County Zoning Regulations. State, federal, county and township regulations regarding the protection of wetlands and environmentally sensitive areas are to be observed. The use of any Unit for the outdoor storage of equipment and/or materials used for business or trade is prohibited.

#### **SECTION 6. RESTRICTIONS IMPOSED BY DISTRICT HEALTH DEPARTMENT.**

The following restrictions are imposed upon the project by District Health Department, and shall not be subject to amendment without the express written approval of District Health Department:

A. Individual water wells shall be drilled to the lower protected aquifer. Shallow, unprotected water wells shall not be permitted.

B. Prior to site clearing, placement of culverts for driveways or excavation for building development, permits for water wells, if any, and sewage systems shall be obtained from the local Health Department.

C. A common water system for the entire Project will be available for all Units. Individual Unit Owners are responsible for obtaining construction permits for individual water supply, if Unit Owner chooses to drill a water well, and sewage disposal systems along with continued operation and maintenance of said systems.

D. Buried gasoline storage tanks shall not be permitted within the Project.

The District Health Department may impose additional restrictions on certain Units because of the physical characteristics of those Units. Each Unit Owner is advised to consult with the Health Department before completing site development plans.

**SECTION 7. AMENDMENT, CANCELLATION OR MODIFICATION OF RESTRICTIONS.** With the exception of Section 6 above, the foregoing Restrictions may be amended, canceled, or modified at any time by an instrument in writing signed by the then Owners

of record of two-thirds (2/3) of the Units in the Project and, so long as the Developer owns any interest in the Project, by the Developer. No amendment, cancellation, or modification, however, shall become effective until the same shall have been recorded in the office of the Register of Deeds for Emmet County, Michigan.

**SECTION 8. REGULATIONS.** Reasonable regulations consistent with the Act, the Master Deed and these By-Laws concerning the use of the Units and the Common Elements 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). Copies of all such regulations and amendments shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners except that the Co-owners may not revoke any regulations or amendment prior to the First Annual Meeting of the Association.

**SECTION 9. MAINTENANCE.** Each Co-owner shall maintain his or her Condominium Unit and any limited Common Element appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Condominium Units which are appurtenant to or which may affect any other Condominium Unit. Each Co-owner shall be responsible for damage or costs to the Association resulting from negligent damage to or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount).

**SECTION 10. COMMERCIAL ACTIVITIES OF DEVELOPER.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and By-Laws as the same may be amended from time to time. Until all Units in the Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, model Condominium Unit, storage area, reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sales of the entire Project by the Developer. while owned by the Developer.

**SECTION 11. LEASING OF A UNIT.** A Co-owner, including Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association and shall supply the Association with a copy of the exact lease form for its review and compliance with the Condominium Documents. Tenants and all other non-Co-owner occupants shall comply with all applicable provisions of the Condominium Documents of the Project and all leases and rental agreements shall so state. If the Association determines that the tenant or non-Co-owner occupant fails to comply with the conditions of the Condominium Documents, the Association shall be entitled to take the following actions:

A. The Association shall notify the Co-owner by certified mail advising the Co-owner of the alleged violation by tenant.

B. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or occupant or advise the Association of Co-owners that a violation has not occurred.

C. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium

Documents. The relief set forth in this section may be by summary proceedings. The Association may hold both the tenant and Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit.

When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they may fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

**SECTION 12. UNSIGHTLY CONDITIONS.** No unsightly conditions shall be maintained upon any deck or balcony and only furniture and equipment consistent with ordinary deck or balcony use shall be permitted on any deck or balcony.

## ARTICLE VII MORTGAGES

**SECTION 1. NOTICE.** Any Co-owner who mortgages his or her 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 Condominium Units." The Association may, at the written request of the mortgagee of any such Condominium Unit, report any unpaid assessments due from the Co-owner of such Condominium Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Condominium Unit that is not cured within sixty (60) days.

**SECTION 2. ASSOCIATION NOTIFICATION.** 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.

## ARTICLE VIII RIGHTS RESERVED TO DEVELOPER

**SECTION 1. RESERVED RIGHTS.** Any or 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 will be made by appropriate instrument in writing signed by the Developer and recorded with the Emmet County Register of Deeds. The assignee or transferee shall execute an instrument for the purpose of evidencing its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, 180 days after the conclusion of the Development Period as defined in the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar that the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights or interests 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 will not be terminable by application of this Article and which will be governed only in accordance with the terms of their creation or reservation and not by this Article).

## ARTICLE IX REMEDIES FOR DEFAULT

**SECTION 1. GENERAL.** The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents, including any Rules of Conduct, shall be grounds for relief by the Association, acting through its duly constituted Board of Directors, and may involve the assessment of monetary fines against the responsible Co-owner. Such Co-owner shall be deemed



responsible for such violations whether they occur as a result of the Co-owner's personal actions or the actions of the Co-owner's family, guest, tenant, pet or any other person admitted through such Co-owner to the Condominium Project.

**SECTION 2. REMEDIES ON DEFAULT.** Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

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

B. In any proceedings 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 reasonable attorney 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 attorney fees.

C. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the rights set forth above, the right to enter upon the Common Elements, Limited or General, or onto 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.

**SECTION 3. 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 the subject Co-owner at the address shown in the notice required to be filed with the Association or the Co-owner's last known address.

b. Opportunity to Defend. The subject 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 regularly scheduled meeting or at such other time, date and place as the Board may designate, 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 4. RELIEF.** 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 Board shall determine what available relief against the defaulting Co-owner would be appropriate. If the Board chooses to fine a Co-owner, it shall determine a reasonable fine based upon the type of conduct involved and whether the conduct is recurring. In no event shall the fine exceed two hundred fifty dollars (\$250) per occurrence.

**SECTION 5. CONTINUING VIOLATION.** In the event that a violation continues beyond 10 days from the date of the offending Co-owner's hearing at which the Board determines that a violation has occurred, additional fines may be levied on each occasion of any subsequent violation determination without the necessity of an additional hearing.

**SECTION 6. COLLECTION.** The fines levied pursuant to this Article above shall be specially assessed against the Co-owner and shall be due and payable together with the defaulting Co-owner's next payment of the Regular Assessment, unless the Board sets another date. Any fines which have been specially assessed against a Unit shall be collectible in the same manner as assessments under Article II.

**SECTION 7. WAIVER.** The failure of the Association or any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

**SECTION 8. CUMULATIVE RIGHTS.** 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 9. CO-OWNER'S ACTIONS.** A Co-owner may maintain an action against the Association of Co-owners 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 X MISCELLANEOUS PROVISIONS

**SECTION 1. SEVERABILITY.** In the event that any of the terms, provisions, or covenants of the Master Deed, these By-Laws or any of the other 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, and in such event the term, covenant or provision shall be enforceable to the maximum extent permitted by law and the document shall be construed in all respects as if such invalid or unenforceable provisions were omitted or were approved only to those circumstances for which they would not be invalid or unenforceable.

**SECTION 2. NOTICES.** Unless otherwise expressly provided to the contrary, notices provided for in the Act, Master Deed, these By-Laws or other Condominium Documents shall be in writing, and shall be addressed to any Co-owner at the address set forth in the deed of conveyance, at such other address as may be designated by the Co-owner in writing or the Co-owner's last known address. All notices to the Association shall be sent to the registered office of the Association or such other address as the Association may designate in writing. The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

**SECTION 3. AMENDMENT.** These By-Laws may be amended, altered, changed, added to or repealed only in the manner set forth in the Master Deed for the Project.

## ARTICLE XI CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern; in the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- a. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;
- b. these Bylaws;
- c. the Articles of Incorporation of the Association;
- d. the Association Bylaws;
- e. the Rules of Conduct of the Association.



**EMMET COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 231**

**EXHIBIT 'B' TO THE MASTER DEED OF:  
STONEHEDGE CLUB II**

PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 WEST  
PLEASANTVIEW TOWNSHIP, EMMET COUNTY, MICHIGAN

**DEVELOPER**  
RESORT NORTH DEVELOPMENT COMPANY  
P.O. BOX 199  
CONWAY, MICHIGAN 48727-0199

**PROPERTY DESCRIPTION**

IN THE TOWNSHIP OF PLEASANTVIEW, EMMET COUNTY, MICHIGAN, BEGINNING AT AN IRON  
STAKE AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 WEST;  
THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 89°58'35" EAST 2224.42 FEET;  
THENCE SOUTH 00°00'00" WEST 23.00 FEET TO THE SOUTH LINE OF VALLEY ROAD;  
THENCE SOUTH 00°00'00" WEST 63.87 FEET; THENCE SOUTH 47°47'27" WEST 176.76  
FEET; THENCE SOUTH 85°52'26" WEST 424.26 FEET; THENCE NORTH 80°41'57" WEST  
941.31 FEET; THENCE SOUTH 05°31'41" WEST 32.16 FEET; THENCE SOUTH 02°24'26" EAST  
80.00 FEET; THENCE NORTH 67°35'35" EAST 70.00 FEET; THENCE SOUTH 82°46'28" EAST  
51.58 FEET; THENCE SOUTH 70°52'41" EAST 888.83 FEET; THENCE NORTH 88°27'17" EAST  
347.49 FEET; THENCE NORTH 66°53'19" EAST 526.50 FEET; THENCE SOUTH 38°10'24"  
EAST 150.00 FEET; THENCE SOUTH 08°45'28" WEST 290.23 FEET; THENCE SOUTH  
23°41'41" WEST 443.20 FEET; THENCE NORTH 74°53'22" WEST 201.09 FEET; THENCE  
NORTH 83°28'20" WEST 489.73 FEET; THENCE NORTH 63°44'38" WEST 63.36  
FEET; THENCE NORTH 81°28'20" WEST 508.32 FEET; THENCE NORTH 14°07'19" EAST 96.72  
FEET; THENCE NORTH 10°51'20" EAST 334.48 FEET; THENCE NORTH 52°34'25" WEST 82.58  
FEET; THENCE NORTH 09°31'41" EAST 31.83 FEET; THENCE NORTH 82°40'53" WEST 187.90  
FEET; THENCE SOUTH 52°38'26" WEST 82.14 FEET; THENCE SOUTH 09°24'58" EAST 187.11  
FEET; THENCE SOUTH 08°41'44" WEST 202.24 FEET; THENCE SOUTH 37°02'58" EAST  
156.08 FEET; THENCE SOUTH 28°00'21" EAST 118.20 FEET; THENCE SOUTH 87°52'35"  
EAST 829.26 FEET; THENCE SOUTH 72°36'58" EAST 286.87 FEET; THENCE SOUTH  
00°00'00" WEST 6.68 FEET TO THE NORTH SOUTH LINE OF SAID SECTION; THENCE ALONG  
SAID SOUTH LINE SOUTH 89°47'18" WEST 1120.24 FEET; THENCE NORTH 01°28'48" WEST  
221.98 FEET; THENCE NORTH 52°53'12" WEST 171.71 FEET; THENCE NORTH 20°44'05"  
WEST 134.21 FEET; THENCE NORTH 07°52'52" EAST 242.72 FEET; THENCE NORTH  
08°27'43" EAST 184.27 FEET; THENCE NORTH 04°07'32" WEST 386.99 FEET; THENCE  
NORTHWESTWARD ALONG A CURVE TO THE LEFT 71.62 FEET (RADIUS OF SAID CURVE IS  
47.80 FEET) AND THE CHORD BEING NORTH 47°03'04" WEST 85.11 FEET TO THE SOUTH  
LINE OF SAID VALLEY ROAD; THENCE ALONG THE SOUTH LINE OF SAID ROAD, NORTH  
86°28'25" WEST 172.85 FEET TO THE WEST LINE OF SAID SECTION; THENCE SAID  
WEST SECTION LINE NORTH 01°28'48" WEST 330.1 FEET TO THE NORTH OF BEGINNING,  
BEING A PART OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35,  
TOWNSHIP 36 NORTH, RANGE 3 WEST AND CONTAINING 47.589 ACRES, SUBJECT TO THE  
WORDS OF THE PUBLIC TRUST OF ANY GOVERNMENT, UNIT IN ANY PART THEREOF TAKEN,  
USED OR DECIDED FOR STREET, ROAD OR HIGHWAY PURPOSES.

ATTENTION COUNTY REGISTER OF DEEDS:  
THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN  
CONSECUTIVE SEQUENCE, WHEN A NUMBER HAS BEEN  
ASSIGNED TO THIS PROJECT, IT MUST BE PROMPTLY SHOWN  
IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S  
CERTIFICATE ON SHEET 2.

- SHEET INDEX**
- 1 COVER SHEET
  - 2 SURVEY PLAN
  - 3 SITE & TOPOGRAPHY PLAN
  - 4 SITE PLAN (UNITS 1 - 8, 31)
  - 5 SITE PLAN (UNITS 9 - 30)
  - 6 SITE PLAN (UNITS 32 - 41)
  - 7 UNIT PLAN (UNITS 1 - 8, 31) AND SECTION PLAN (UNITS 1 - 41)
  - 8 UNIT PLAN (UNITS 9 - 30)
  - 9 UNIT PLAN (UNITS 32 - 41)
  - 10 UTILITY PLAN

PREPARED BY:  
**FERGUSON & CHAMBERLAIN ASSOCIATES, INC.**  
103 WEST UPRIGHT  
CHARLEVOIX, MICHIGAN 49720  
PHONE (616) 547-6882



*Charles W. Chamberlain*  
SHERMAN A. CHAMBERLAIN, JR.  
PROFESSIONAL SURVEYOR NO. 25834

DATE *7-18-2000*

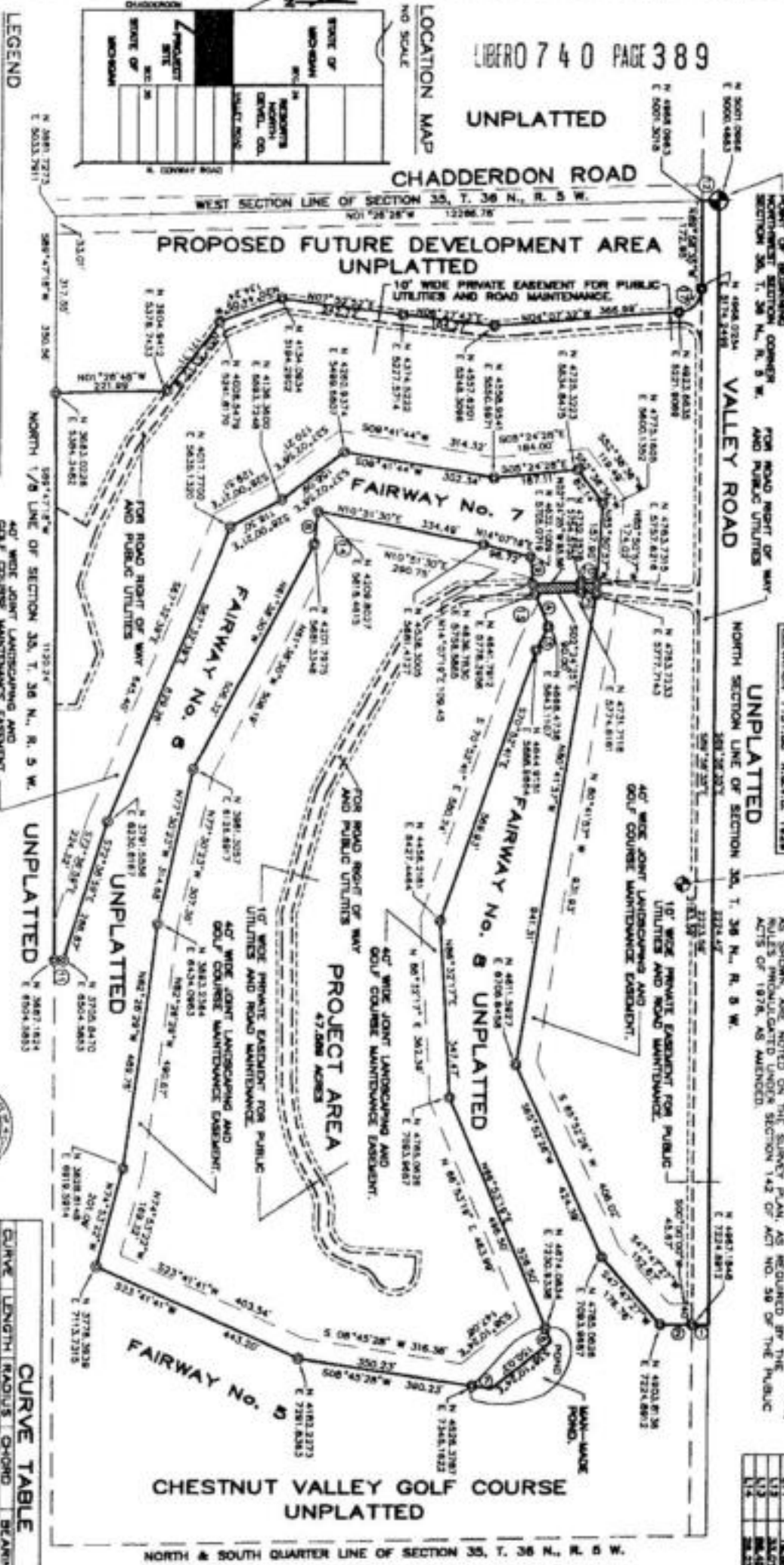
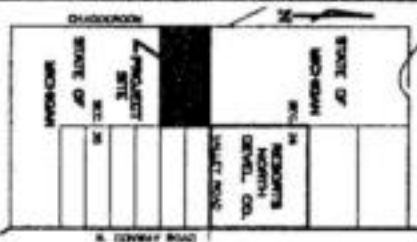
# STONEHEDGE CLUB II

PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 5 WEST, PLEASANTVIEW TOWNSHIP, EMMET COUNTY, MICHIGAN

## SURVEY PLAN

LIBERO 740 PAGE 389

UNPLATTED



PROJECT BENCH MARK  
SPRINK IN 12' SQUARE  
ELEVATION 1131.60' N.A.S.V.D. 1928

UNPLATTED

SURVEYOR'S CERTIFICATE

I, SHERMAN A. CHAMBERLAIN, JR., PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN WHOM AS EMMET COUNTY CONCOMMUN SUBDIVISION PLAN NO. 142 AS SHOWN ON THE ATTACHED SURVEY PLAN, DRAWINGS REPRESENTS A SURVEY OF THE GROUND MADE IN THE DIRECTION, THAT THERE ARE NO OBTAINING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, EXCEPT AS NOTED, THAT THE REQUIRED MONUMENTS AND SIGN MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROHIBITED UNDER SECTION 142 OF ACT NO. 29 OF PUBLIC ACTS OF 1978, AS AMENDED, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROHIBITED UNDER SECTION 142 OF ACT NO. 29 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE BEARINGS, DISTANCES AND ANGLES NOTED ON THE SURVEY PLAN, AS REQUIRED BY THE RULES PROHIBITED UNDER SECTION 142 OF ACT NO. 29 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

LINE	LENGTH	BEARING
1	34.87	S 80° 41' 07" W
2	34.87	S 80° 41' 07" W
3	34.87	S 80° 41' 07" W
4	34.87	S 80° 41' 07" W
5	34.87	S 80° 41' 07" W
6	34.87	S 80° 41' 07" W
7	34.87	S 80° 41' 07" W
8	34.87	S 80° 41' 07" W
9	34.87	S 80° 41' 07" W
10	34.87	S 80° 41' 07" W
11	34.87	S 80° 41' 07" W
12	34.87	S 80° 41' 07" W
13	34.87	S 80° 41' 07" W
14	34.87	S 80° 41' 07" W
15	34.87	S 80° 41' 07" W

### LEGEND

- 1 BEARINGS ARE IN RELATIONSHIP TO "STONEHEDGE CLUB II" AS RECORDED IN LIBER 512, PAGE 935, EMMET COUNTY RECORDS.
- 2 ALL DIMENSIONS ARE IN FEET.
- 3 SET CONCRETE MONUMENT 4" IN DIAMETER WITH 1/2" RE-ROD IN THE CENTER.
- 4 DENOTES LINE NUMBER.
- 5 DENOTES CURVE NUMBER.

40' WIDE JOINT LANDSCAPING AND GOLF COURSE MAINTENANCE EASEMENT.

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

### CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
1	71.82	43.82'	54.11'	N 71° 04' 36" W	81° 17' 00"

PREPARED BY:  
FERGUSON & CHAMBERLAIN ASSOCIATES, INC.

103 WEST UPRIGHT  
CHARLEVOIX, MICHIGAN 49730  
Phone (616) 547-6883

AS PROPOSED PLANS - MUST BE BUILT

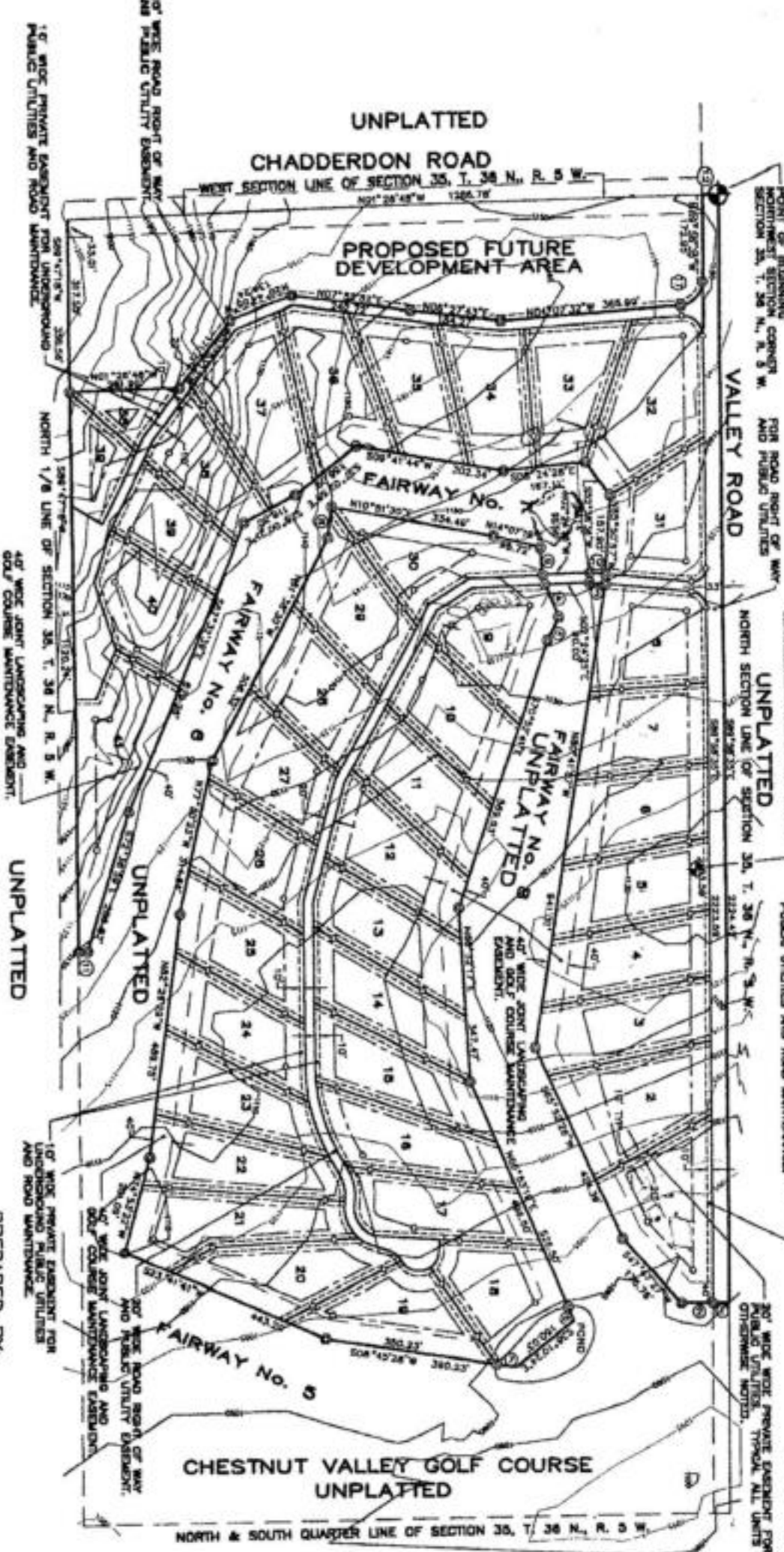
SHEET 3

**STONEHEDGE CLUB II**  
 PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 5 WEST PLEASANTVIEW TOWNSHIP EMMET COUNTY, MICHIGAN



SCALE IN FEET 1" = 100'  
 0 50 100 150 200

- LEGEND**
- ① SET CONCRETE MONUMENT 4" IN DIAMETER WITH 1/2" RE-ROD IN THE CENTER.
  - ② SET 1/2" RE-ROD.
  - ③ DASHES LINE NUMBER.
  - ④ DASHES CURVE NUMBER.
  - ⑤ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
  - ⑥ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
  - ⑦ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
  - ⑧ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
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  - ⑪ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
  - ⑫ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
  - ⑬ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
  - ⑭ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
  - ⑮ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
  - ⑯ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
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  - ㊽ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
  - ㊾ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
  - ㊿ 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.



**LINE TABLE**

LINE	LENGTH	BEARING
1	230.00	S00°00'00"W
2	63.17	S00°00'00"W
3	231.17	S00°00'00"W
4	70.00	N87°00'00"E
5	81.50	N87°00'00"E
6	30.00	N87°00'00"E
7	40.00	N87°00'00"E
8	63.17	N87°00'00"E
9	63.17	N87°00'00"E
10	63.17	N87°00'00"E
11	63.17	N87°00'00"E
12	63.17	N87°00'00"E
13	63.17	N87°00'00"E
14	63.17	N87°00'00"E
15	63.17	N87°00'00"E
16	63.17	N87°00'00"E
17	63.17	N87°00'00"E
18	63.17	N87°00'00"E
19	63.17	N87°00'00"E
20	63.17	N87°00'00"E
21	63.17	N87°00'00"E
22	63.17	N87°00'00"E
23	63.17	N87°00'00"E
24	63.17	N87°00'00"E
25	63.17	N87°00'00"E
26	63.17	N87°00'00"E
27	63.17	N87°00'00"E
28	63.17	N87°00'00"E
29	63.17	N87°00'00"E
30	63.17	N87°00'00"E
31	63.17	N87°00'00"E
32	63.17	N87°00'00"E
33	63.17	N87°00'00"E
34	63.17	N87°00'00"E
35	63.17	N87°00'00"E
36	63.17	N87°00'00"E
37	63.17	N87°00'00"E
38	63.17	N87°00'00"E

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
1	71.87	57.87	57.87	N87°00'00"E	90°00'00"
2	71.87	57.87	57.87	N87°00'00"E	90°00'00"



STEPHEN A. CHADDERDON, JR.  
 PROFESSIONAL ENGINEER, MICHIGAN NO. 28834

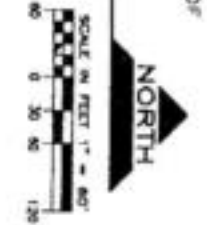
DATE: 7-18-2000

PREPARED BY:  
 TENDOURSON & CHADDERDON ASSOCIATES, INC.  
 103 WEST UPRIGHT  
 CHARLEVOIX, MICHIGAN 49720  
 PHONE: (616) 547-6662

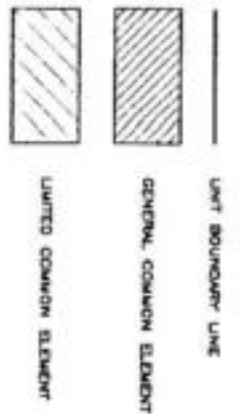
AS PROPOSED PLANS - MUST BE BUILT SHEET 3



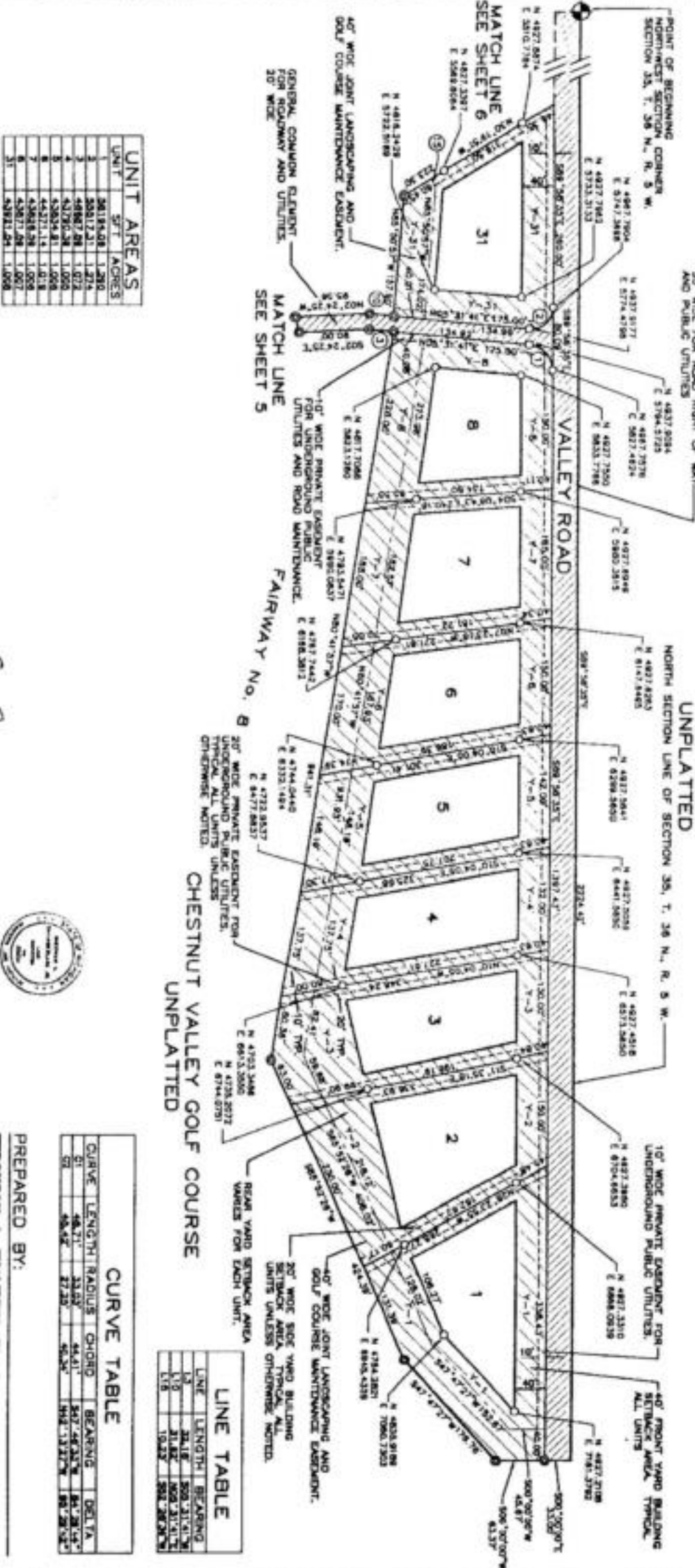
**STONEHEDGE CLUB II**  
 PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 WEST, PLEASANTVIEW TOWNSHIP, EMMET COUNTY, MICHIGAN



**LEGEND**  
 BEARINGS ARE IN RELATIONSHIP TO "STONEHEDGE CLUB" AS RECORDED IN LIBER 512, PAGE 325, EMMET COUNTY RECORDS. ALL DIMENSIONS ARE IN FEET.  
 COORDINATES ARE IN FEET AND ARE IN RELATIONSHIP TO THE STONEHEDGE CLUB.  
 (1) SET CONCRETE MONUMENT 4" IN DIAMETER WITH 1/2" RE-ROD IN THE CENTER  
 (2) SET 1/2" RE-ROD.  
 (3) DENOTES LINE NUMBER  
 (4) DENOTES CURVE NUMBER  
 Y-# - DENOTES YARD AREA AND UNIT ASSIGNED TO.



UNIT BOUNDARY LINE  
 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT



**UNIT AREAS**

UNIT	SQ. FT.	ACRES
1	261,840.08	1.280
2	260,172.21	1.274
3	44,987.98	1.032
4	43,780.28	1.009
5	42,854.81	1.008
6	42,811.14	1.018
7	42,846.28	1.009
8	42,871.28	1.007
31	428,214	1.008

**LINE TABLE**

LINE	LENGTH	BEARING	DELTA
1/1	24.18'	S00°21'41"W	81°28'14"
1/2	21.82'	S02°21'31"W	81°28'14"
1/3	19.37'	S02°28'20"W	81°28'14"

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
5/1	48.47'	23.62'	44.41'	S07°46'21"W	81°28'14"
5/2	48.47'	27.20'	50.29'	S12°17'27"W	81°28'14"

PREPARED BY:  
 TERCUSON & CLAMBERLAIN ASSOCIATES, INC.  
 101 WEST WISCONSIN  
 CHELSEA, MICHIGAN 48720  
 Phone (810) 547-8852

*Sherran A. Chamberlain, Jr.*  
 SHERRAN A. CHAMBERLAIN, JR.  
 PROFESSIONAL SURVEYOR NO. 25834

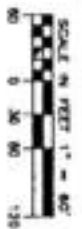


DATE: 7/18/2000  
 AS PROPOSED PLANS - MUST BE BUILT

# STONEHEDGE CLUB II

PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 28 NORTH, RANGE 5 WEST PLEASANTVIEW TOWNSHIP EMMET COUNTY, MICHIGAN

## SITE PLAN UNITS 9 THRU 30



### LEGEND

BEARINGS ARE IN RELATIONSHIP TO "STONEHEDGE CLUB" AS RECORDED IN LIBER 512, PAGE 823, EMMET COUNTY RECORDS. ALL DIMENSIONS ARE IN FEET. COORDINATES ARE IN FEET AND ARE IN RELATIONSHIP TO THE STONEHEDGE CLUB.

- UNIT BOUNDARY LINE
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- 30' WIDE SIDE YARD BUILDING SETBACK AREA TYPICAL, ALL UNITS OTHERWISE NOTED.
- 40' FRONT YARD BUILDING SETBACK AREA TYPICAL, ALL UNITS
- 40' WIDE JOINT LANDSCAPING AND GOLF COURSE MAINTENANCE EASEMENT.
- 10' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND ROAD MAINTENANCE.
- 20' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES.
- UNPLATTED
- NEAR YARD SETBACK AREA VARIES FROM EACH UNIT.
- SET CONCRETE WALKWAY 4" IN DIAMETER WITH 1/2" RE-ROD IN THE CENTER
- SET 1/2" RE-ROD
- DENOTES CURVE NUMBER
- DENOTES CURVE NUMBER
- DENOTES VAND AREA AND UNIT ASSIGNED TO.



UNIT	SET	ACRES
9	44520.74	1.018
10	44520.74	1.017
11	44520.74	1.018
12	44520.74	1.018
13	44520.74	1.018
14	44520.74	1.018
15	44520.74	1.018
16	44520.74	1.018
17	44520.74	1.018
18	44520.74	1.018
19	44520.74	1.018
20	44520.74	1.018
21	44520.74	1.018
22	44520.74	1.018
23	44520.74	1.018
24	44520.74	1.018
25	44520.74	1.018
26	44520.74	1.018
27	44520.74	1.018
28	44520.74	1.018
29	44520.74	1.018
30	44520.74	1.001

CURVE	LENGTH	RADIUS	CHORD	BEARING	DEL. ANGLE
C1	20.00	30.00	24.89	N87.20°27'E	64.25°07'
C2	18.00	27.00	18.18	N70.58°52'E	83.28°54'
C3	18.00	106.00	17.81	N72.58°07'E	52.53°27'
C4	28.00	45.00	24.90	N58.24°32'E	81.00°00'
C5	28.00	45.00	24.90	N14.41°28'E	88.28°24'
C6	28.00	45.00	24.90	N41.28°28'E	88.28°24'
C7	28.00	45.00	24.90	N58.24°32'E	81.00°00'
C8	28.00	45.00	24.90	N70.58°52'E	83.28°54'
C9	28.00	45.00	24.90	N87.20°27'E	64.25°07'
C10	28.00	45.00	24.90	N87.20°27'E	64.25°07'
C11	28.00	45.00	24.90	N87.20°27'E	64.25°07'
C12	28.00	45.00	24.90	N87.20°27'E	64.25°07'
C13	28.00	45.00	24.90	N87.20°27'E	64.25°07'
C14	28.00	45.00	24.90	N87.20°27'E	64.25°07'
C15	28.00	45.00	24.90	N87.20°27'E	64.25°07'

### UNPLATTED

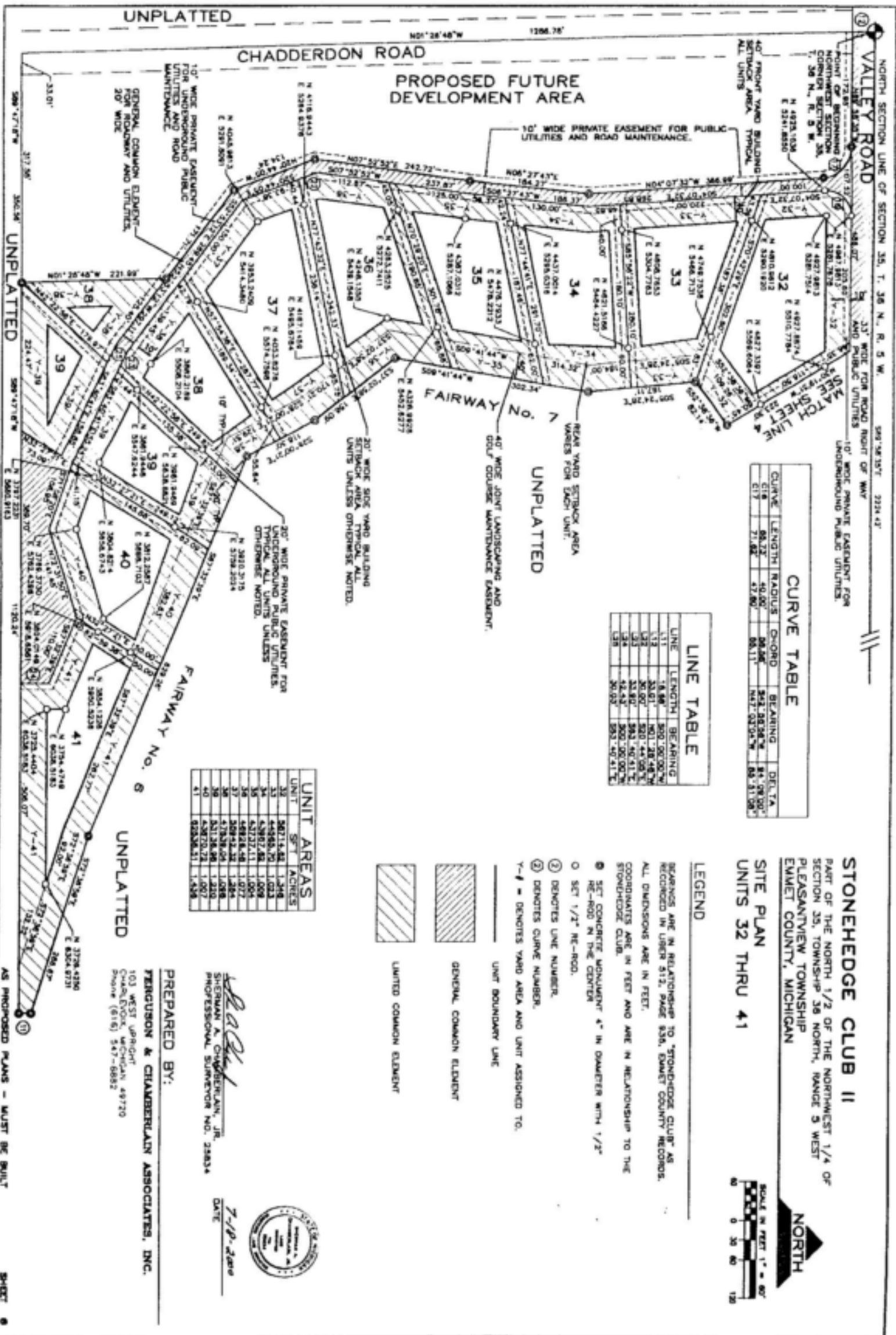
GENERAL COMMON ELEMENT FOR ROADWAY AND UTILITIES, 30' WIDE.

20' WIDE PRIVATE EASEMENT FOR UNDERGROUND PUBLIC UTILITIES. OTHERWISE NOTED.

LINE	LENGTH	BEARING
L1	30.00	N87.20°27'E
L2	40.00	S08.45°20'E
L3	20.00	N87.20°27'E
L4	14.33	S38.10°24'E
L5	13.26	S38.10°24'E
L6	22.24	N10.51°20'E
L7	20.12	S81.11°28'E
L8	28.80	S81.11°28'E
L9	40.00	S18.28°24'E
L10	12.00	S81.11°28'E

PREPARED BY:  
FERGUSON & CHAMBERLAIN ASSOCIATES, INC.  
103 WEST URBIGNY  
CANTON, MICHIGAN 48720  
PHONE (616) 547-6822

DATE: 7/18/2000  
SHEPHERD A. CHAMBERLAIN, JR.  
PROFESSIONAL SURVEYOR NO. 208824



**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C18	68.32'	40.00'	68.46'	S41.2832°W	84.2832°
C19	21.62'	47.00'	21.71'	N41.5032°W	88.5178°

**LINE TABLE**

LINE	LENGTH	BEARING
L11	18.46'	S00.9000°W
L12	33.61'	N01.2848°W
L13	30.00'	S00.4450°W
L14	53.87'	S83.4041°E
L15	42.42'	S02.0000°E
L16	20.92'	S83.4041°E

**UNIT AREAS**

UNIT	SQ. FT.	ACRES
32	5821.44	1.348
33	4498.70	1.033
34	4382.78	1.009
35	4212.11	0.961
36	4892.48	1.121
37	5284.32	1.202
38	4788.04	1.098
39	4218.98	0.961
40	4287.02	0.977
41	8288.51	1.898

**STONEHEDGE CLUB II**  
 PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 5 WEST PLEASANTVIEW TOWNSHIP EMMET COUNTY, MICHIGAN

**SITE PLAN**  
 UNITS 32 THRU 41

**LEGEND**

- BEARINGS ARE IN RELATIONSHIP TO "STONEHEDGE CLUB" AS RECORDED IN URBAN 812, PAGE 835, EMMET COUNTY RECORDS. ALL DIMENSIONS ARE IN FEET.
- COORDINATES ARE IN FEET AND ARE IN RELATIONSHIP TO THE STONEHEDGE CLUB.
- SET CONCRETE MONUMENT 4" IN DIAMETER WITH 1/2" RE-ROD IN THE CENTER.
- SET 1/2" RE-ROD.
- ② DENOTES LINE NUMBER.
- ③ DENOTES CURVE NUMBER.
- Y-4 = DENOTES YARD AREA AND UNIT ASSIGNED TO.
- UNIT BOUNDARY LINE
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

PREPARED BY:  
 FERGUSON & CHAMBERLAIN ASSOCIATES, INC.  
 103 WEST UPRIGHT  
 CHARLEVOIX, MICHIGAN 49720  
 PHONE (616) 547-6882

SHERMAN A. CHAMBERLAIN, JR.  
 PROFESSIONAL SURVEYOR NO. 228534

DATE: 7-18-2008





**STONEHEDGE CLUB II**

PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 5 WEST PLEASANTVIEW TOWNSHIP EMMET COUNTY, MICHIGAN

**UNIT PLAN**  
UNITS 1 - 8 AND UNIT 31  
SECTION PLAN (UNITS 1 - 41)



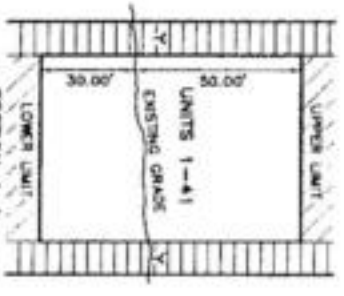
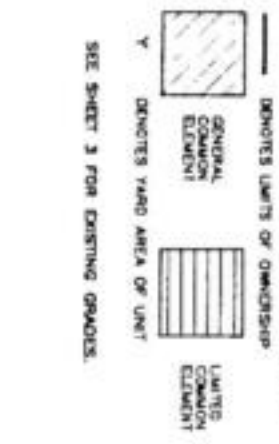
**LEGEND**

- BEARINGS ARE IN RELATIONSHIP TO "STONEHEDGE CLUB" AS RECORDED IN LIBER 512, PAGE 825, EMMET COUNTY RECORDS. ALL DIMENSIONS ARE IN FEET.
- COORDINATES ARE IN FEET AND ARE IN RELATIONSHIP TO THE STONEHEDGE CLUB.
- ① SET CONCRETE MONUMENT 4" IN DIAMETER WITH 1/2" RE-ROD IN THE CENTER.
- ② SET 1/2" RE-ROD.
- ③ DENOTES CURVE NUMBER.
- ④ DENOTES CURVE NUMBER.
- Y-# = DENOTES YARD AREA AND UNIT ASSIGNED TO.

**UNPLATTED**



**SECTION PLAN DATA**  
TYPICAL SECTION PLAN FOR ALL UNITS



**CHESTNUT VALLEY GOLF COURSE**  
UNPLATTED

LINE	LENGTH	BEARING
1	21.8'	S89°21'41"W
2	21.8'	S89°21'41"W
3	21.8'	S89°21'41"W



SHERBURN A. CHAMBERLAIN, JR.  
PROFESSIONAL SURVEYOR NO. 25834

7-18-2000  
DATE

**PREPARED BY:**

FERGUSON & CHAMBERLAIN ASSOCIATES, INC.  
103 WEST UPRIGHT  
CHAPELTON, MICHIGAN 49710  
PHONE (616) 547-6882

AS PROPOSED PLANS - MUST BE BUILT

**STONEHEDGE CLUB II**

PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 5 WEST PLEASANTVIEW TOWNSHIP EMMET COUNTY, MICHIGAN

**UNIT PLAN UNITS 9 - 30**



MATCH LINE SEE SHEET 7



**LEGEND**

- BEARINGS ARE IN RELATIONSHIP TO "STONEHEDGE CLUB" AS RECORDED IN LERON 512, PAGE 930, EMMET COUNTY RECORDS.
- ALL DIMENSIONS ARE IN FEET.
- COORDINATES ARE IN FEET AND ARE IN RELATIONSHIP TO THE STONEHEDGE CLUB.
- SET CONCRETE MONUMENT 4" IN DIAMETER WITH 1/2" RE-ROD IN THE CENTER
- SET 1/2" RE-ROD.
- ⊙ DENOTES CURVE NUMBER.
- ② DENOTES LINE NUMBER.

**LINE TABLE**

LINE	LENGTH	BEARING
1	21.88	N 80° 28' 18" W
2	53.98	S 89° 28' 18" E
3	67.82	N 01° 11' 32" E
4	45.62	S 89° 28' 02" W
5	18.00	S 82° 41' 41" E
6	18.00	S 82° 31' 52" E
7	23.74	S 89° 28' 02" W
8	6.82	S 91° 11' 28" E
9	33.87	N 01° 11' 32" E
10	20.08	N 90° 28' 18" W

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C18	22.87	330.00	22.87	N 87° 40' 18" E	0° 00' 00" W
C19	132.00	330.00	132.00	N 87° 47' 36" E	21° 02' 41" W
C20	81.4	148.00	81.4	S 88° 26' 32" W	04° 08' 27" E
C21	54.07	148.00	54.07	S 88° 36' 08" W	21° 07' 39" E
C22	27.82	20.00	23.11	S 89° 36' 08" E	00° 00' 00" W
C23	51.78	80.00	50.88	N 87° 28' 24" E	21° 02' 28" W
C24	58.80	80.00	50.88	N 15° 32' 44" E	00° 24' 07" W
C25	10.58	130.00	10.58	N 73° 31' 11" E	11° 41' 08" W
C26	41.28	130.00	41.28	N 73° 31' 23" E	11° 41' 08" W
C27	17.28	48.00	17.28	S 87° 16' 48" E	20° 44' 58" W
C28	48.00	48.00	48.00	N 90° 00' 00" E	00° 18' 42" W
C29	73.27	48.00	73.27	N 74° 48' 24" E	08° 43' 11" W
C30	27.11	48.00	27.11	N 87° 51' 00" E	00° 34' 17" W



STEVEN A. CHAMBERLAIN, JR.  
PROFESSIONAL SURVEYOR NO. 25834

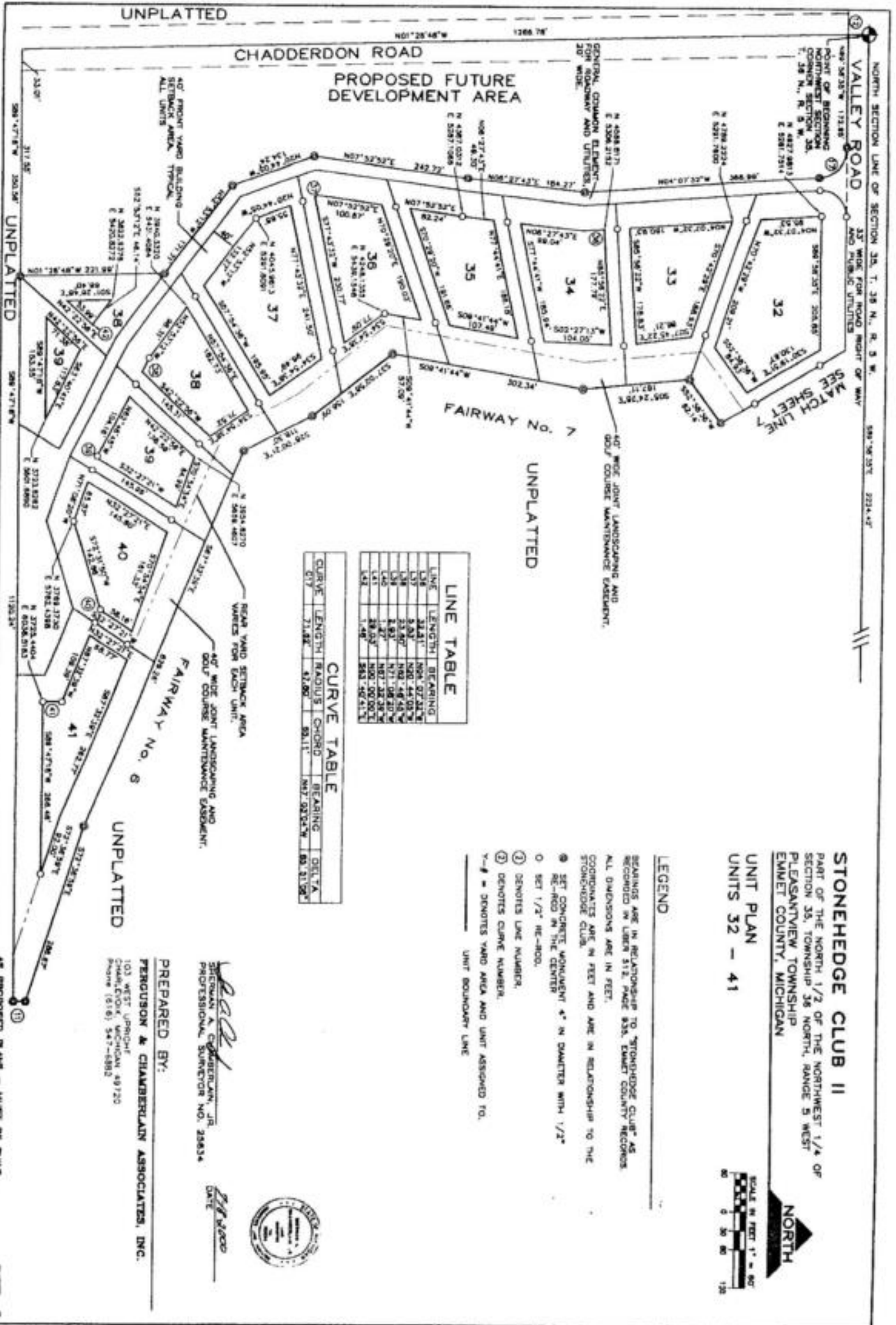
DATE 7-18-2009

**PREPARED BY:**

FERGUSON & CHAMBERLAIN ASSOCIATES, INC.  
103 WEST UPRIGHT  
CHARLEVOIX, MICHIGAN 49720  
PHONE (616) 547-6882

AS PROPOSED PLANS - MUST BE BUILT

**CHESTNUT VALLEY GOLF COURSE UNPLATTED**



LINE TABLE

LINE	LENGTH	BEARING
L36	324.1'	N04°07'32"W
L37	5.0'	N00°00'00"W
L38	33.60'	N00°00'00"W
L39	1.83'	N00°00'00"W
L40	1.83'	N00°00'00"W
L41	18.00'	N00°00'00"W
L42	1.48'	N00°00'00"W

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C17	71.82'	47.80'	59.11'	N07°02'00"W	89°31'00"

LEGEND

- ① DENOTES LINE NUMBER.
- ② DENOTES CURVE NUMBER.
- ③ DENOTES YARD AREA AND UNIT ASSIGNED TO.
- ④ DENOTES YARD AREA AND UNIT ASSIGNED TO.
- ⑤ DENOTES YARD AREA AND UNIT ASSIGNED TO.
- ⑥ DENOTES YARD AREA AND UNIT ASSIGNED TO.
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**STONEHEDGE CLUB II**  
 PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 5 WEST PLEASANTVIEW TOWNSHIP EMMET COUNTY, MICHIGAN

**UNIT PLAN**  
 UNITS 32 - 41



PREPARED BY:  
**FERGUSON & CHAMBERLAIN ASSOCIATES, INC.**  
 103 WEST UPRICH  
 CHARLEVOIX, MICHIGAN 49720  
 PHONE (518) 547-1882

SHERMAN A. CHAMBERLAIN, JR.  
 PROFESSIONAL SURVEYOR NO. 26834

*[Signature]*  
 DATE





**STONEHEDGE CLUB II**  
 PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
 SECTION 35, TOWNSHIP 36 NORTH, RANGE 5 WEST  
 PLEASANTVIEW TOWNSHIP  
 EMMET COUNTY, MICHIGAN

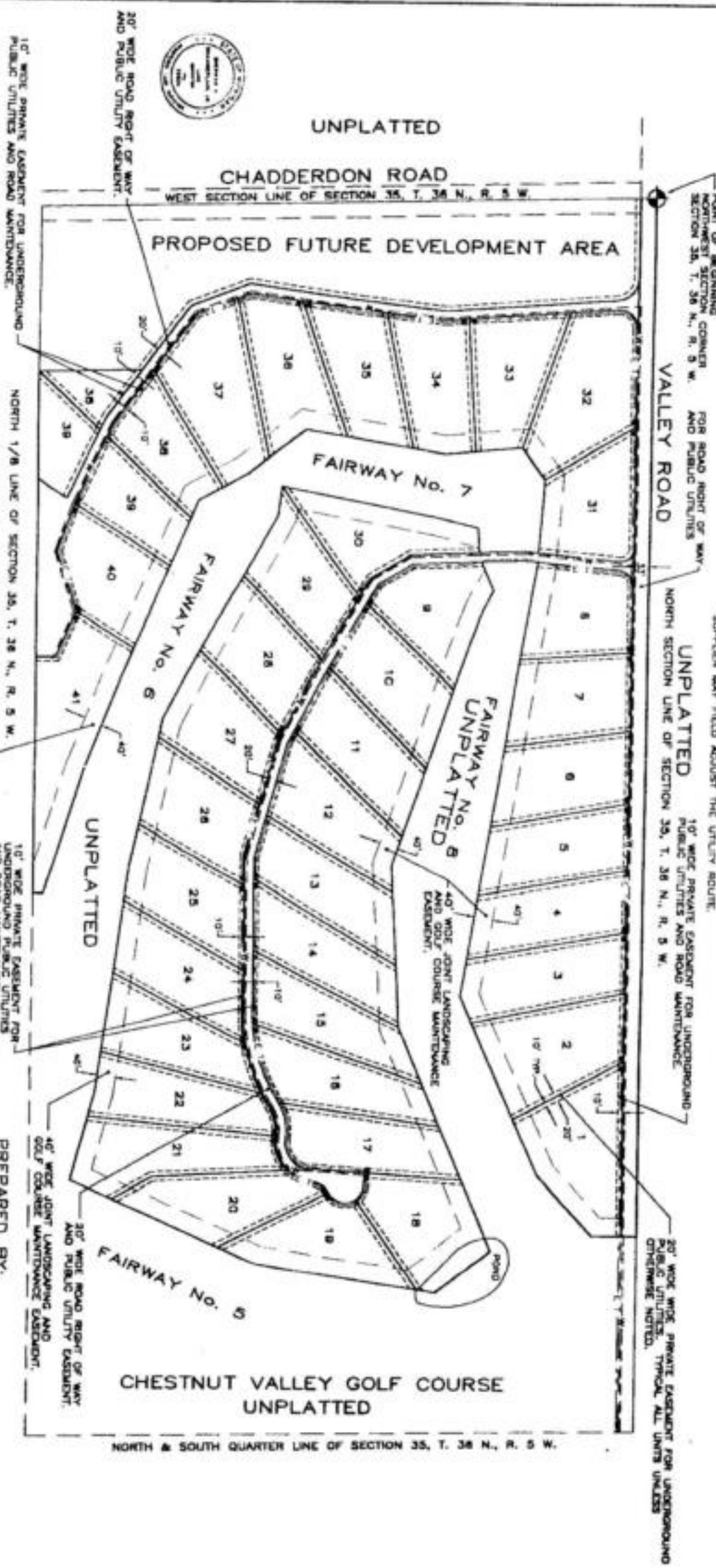


UTILITY LEGEND	SYMBOL
UTILITY (SUPPLIER)	
NATURAL GAS	NOT AVAILABLE TO THE SITE
ELECTRIC (TOP OF MICHIGAN)	NOT AVAILABLE TO THE SITE
CABLE TV	NOT AVAILABLE TO THE SITE
TELEPHONE (AMERITECH)	NOT AVAILABLE TO THE SITE
WATER (CONDOMINIUM ASSOCIATION)	SEE LEGEND
SANITARY SEWER (UNIT OWNER)	SEE LEGEND
STORM SEWER	NOT AVAILABLE TO THE SITE

UTILITY INFORMATION PROVIDED BY DEVELOPER'S AND ENGINEER'S PLANS.  
 SUPPLIER MAY FIELD ADJUST THE UTILITY ROUTE.

**LEGEND**

- 10' EACH SIDE OF THE ROADS WILL BE UTILITY & ROAD MAINTENANCE EASEMENT.
- 10' EACH SIDE OF THE UNIT'S SIDE LINES WILL BE FOR UTILITY EASEMENTS.
- SEPTIC SYSTEMS ARE TO BE INSTALLED AT UNIT OWNER'S EXPENSE.
- SEPTIC SYSTEMS MUST BE APPROVED BY NORTHWEST MICHIGAN COMMUNITY HEALTH AGENCY BY THE UNIT OWNER.
- LIMITS OF OWNERSHIP DENOTED BY: \_\_\_\_\_
- TELEPHONE AND ELECTRIC LINES WILL BE UNDERGROUND.
- - DENOTES TELEPHONE RISER      ● - DENOTES ELECTRIC TRANSFORMER



WILLIAM A. CHAMBERLAIN, JR.  
 PROFESSIONAL SURVEYOR NO. 28834

DATE: 7-18-2000

PREPARED BY:  
 FERGUSON & CHAMBERLAIN ASSOCIATES, INC.  
 103 WEST UPRIOR  
 CHARLEVOIX, MICHIGAN 49720  
 PHONE (616) 547-8822

EXHIBIT C TO MASTER DEED OF STONEHEDGE CLUB II

CONSENT TO SUBMISSION OF REAL PROPERTY TO CONDOMINIUM PROJECT

A. Resort North Development Company, a Michigan corporation, intends to establish Stonehedge Club II as a condominium project by recordation in the office of the Emmet County Register of Deeds of a Master Deed of Stonehedge Club II submitting to condominium ownership the real property in the Township of Pleasantview, Emmet County, Michigan described in the Master Deed.

B. First Community Bank, a Michigan/<sup>Banking Corporation</sup> ("Bank") is the mortgagee of the property being submitted to condominium ownership by virtue of mortgages recorded in the Office of the Register of Deeds for Emmet County, Michigan in Liber 673, Page 858.

C. Bank, as mortgagee, consents to the submission of the property described above to the condominium project described in the Master Deed of Stonehedge Club II, acknowledges that a program has been agreed upon for the release of individual condominium units on the dates when the sales of the Units close, and consents to the recording of the Master Deed for Stonehedge Club II in the Office of the Register of Deeds for Emmet County, Michigan.

Dated: July 25, 2000.

WITNESSES:

Helena Jarvenpaa  
\* Helena Jarvenpaa  
Arlene R. Landon  
\* Arlene R. Landon

Brian J. Braddock  
First Community Bank  
By: Brian J. Braddock  
\*  
Its: Community Bank President\*  
Petoskey

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF Emmet )

This instrument was acknowledged before me this 25 day of July, 2000 by Brian J. Braddock, the President\* of First Community Bank, a Michigan banking corporation.

HELENA JARVENPAA  
NOTARY PUBLIC CHARLEVOIX CO., MI  
MY COMMISSION EXPIRES Sep 5, 2003  
ACTING IN EMMET COUNTY, MI

Helena Jarvenpaa  
\*  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

Drafted by and after recording return to:  
Mark C. Hanisch, Esq.  
Charron & Hanisch, P.L.C.  
5242 Plainfield Ave., N.E., Suite D  
Grand Rapids, MI 49525  
(616) 363-0300

\*Please print or type name beneath signature line.

EXHIBIT D TO  
MASTER DEED OF STONEHEDGE CLUB II

LIBERO 740 PAGE 399

AFFIDAVIT OF MAILING

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF KENT )

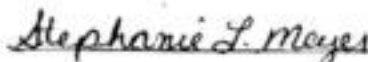
Doreen A. Stanard, being duly sworn, deposes and says that:

1. I am employed by the law firm of Steven E. Bratschie & Associates, P.C., which acts as attorney for the developer of Stonehedge Club II, a site condominium project.

2. On March 21, 2000, I mailed notices to eight (8) governmental agencies as required by Section 71 of the Michigan Condominium Act. The notices were sent by certified mail, return receipt requested, and appropriate receipts from all eight (8) agencies have been received by this law firm.

  
\_\_\_\_\_  
Doreen A. Stanard

Subscribed and sworn to before me this 24<sup>th</sup> day of July, 2000.

  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan      **STEPHANIE L. MEYER**  
Notary Public, Ottawa County, MI  
Acting in Kent Co., MI  
My commission expires: \_\_\_\_\_      My Commission Expires 03/18/2004



00 JUL 25 PM 3:56

*Glenna B. Sipe*  
REGISTER OF DEEDS



**QUIT CLAIM DEED FOR CORPORATION** *First American Title Insurance Company*  
47-061-023 (3/97)

The Grantor Resort North Development Company, a Michigan corporation,  
whose address is 210 E. Main Street, Ste #7, Harbor Springs, MI 49740

quit claim(s) to Fairways Development of Northern Michigan, a Michigan Corporation  
whose address is f/k/a and d/b/a Fairways Development Company  
1875 Clubhouse Drive, Harbor Springs, MI 49740

the following described premises situated in the Township of Pleasantview  
County of Emmet, State of Michigan:

The North 1/2 of the Northwest 1/4 of Section 35, Township 36 North, Range 5 West  
EXCEPTING THEREFROM Units # 1 through 41, STONEHEDGE CLUB CONDOMINIUM II,  
according to the Master Deed thereof as recorded in Liber 740, Pages 341 through  
399, inclusive, Emmet County Records, and designated as Emmet County Condominium  
Subdivision Plan No. 231, together with rights in general common elements and limited  
common elements as set forth in the above Master Deed and as described in Act 59 of the  
Public Acts of 1978, as amended.

Tax Parcel No. \_\_\_\_\_ Common Address: \_\_\_\_\_  
for the sum of One and 00/100 (\$1.00) dollars. EXEMPT from State and County transfer tax  
under MCL 207.526(6)(a) and MSA 7.456(5)(q)

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within  
the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may  
generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to  
farm act."

Dated: July 25, 2000

Signed in presence of:

*Lenora M. Johnston*  
\_\_\_\_\_  
Lenora M. Johnston

*Arlene R. Landon*  
\_\_\_\_\_  
Arlene R. Landon

*[Signature]*  
\_\_\_\_\_  
(Name of Corporation) GRANTOR

Resort North Development Company  
By: Bradley A. Behrendt

\_\_\_\_\_  
President

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF Emmet } ss

The foregoing instrument was acknowledged before me this 25th day of July  
2000 by Bradley A. Behrendt, President of Resort North Development Company.

\_\_\_\_\_  
on behalf (Name(s) of Officer(s)) of said \_\_\_\_\_ (Name of Corporation)

a Michigan corporation, on behalf of the corporation,  
(State of Incorporation)

*Lenora M. Lueb*  
\_\_\_\_\_  
Lenora M. Lueb acting in Emmet Notary Public  
Charlevoix County, Michigan  
My Commission Expires: 6/27/01

Drafted By: Maura A. Snabes, atty  
Pine River Bldg, Charlevoix, MI 49720

When recorded return to: grantee