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State of Michigan - Kalkaska County
Jo Ann DeGraaf, Register of Deeds

MASTER DEED

For

DOCKERY HILLS

This **MASTER DEED** is made this 25th day of October 2022, by Dockery Hills, LLC, a Michigan limited liability company, whose address is P.O. Box 941, Traverse City, Michigan 49685 (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner of lands herein described and desires to establish the same together with the appurtenances thereto as a Condominium Project under the provisions of Act 59 of the Public Acts of 1978, as amended, by recording this Master Deed together with the Condominium Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plans attached hereto as Exhibit "B", both of which are incorporated herein by reference and made a part hereof.

NOW, THEREFORE, the Developer does hereby establish **Dockery Hills** by recording of this Master Deed as a Condominium Project and does declare that **Dockery Hills** hereinafter referred to as the Condominium, shall be henceforth held, conveyed, encumbered, leased, occupied, improved and in any other manner utilized, subject to the provisions of said Act and to the covenants, conditions, restrictions, uses, limits and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereunder, all of which shall be deemed to run with the land. In furtherance of the establishment of said Condominium, it is provided as follows:

I.

TITLE AND NATURE

The Condominium Project shall be known as **Dockery Hills**, Kalkaska Township, Kalkaska County Condominium Subdivision Plan No. 26. The Condominium Project is established in accordance with Act 59 of the Public Acts of 1978, as amended. The Bylaws attached hereto as Exhibit "A" are hereby incorporated herein by reference. The Condominium Subdivision Plans attached hereto as Exhibit "B" are hereby incorporated herein by reference.

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Prepared BY

II.

LEGAL DESCRIPTION

The land on which the Condominium Project is located and which is established by this Master Deed is situated in Kalkaska Township, Kalkaska County, State of Michigan, and described as follows, viz:

A parcel of land situated in Kalkaska Township, Kalkaska County, Michigan, and more fully described as follows:

That part of the South 1/2 of the Southeast 1/4 of Section 6, Town 27 North, Range 8 West and the West 1/2 of the Southwest 1/4 of Section 5, Town 27 North, Range 8 West described as;

Commencing at the South 1/4 corner of said Section 6, Town 27 North, Range 8 West; thence South 89°11'37" East along the South line of said Section 1116.95 feet to a point in the centerline of Dockery Road for the point of beginning; thence North 20°56'21" West along said centerline 502.22 feet; thence North 89°45'37" East 160.50 feet; thence North 00°14'23" West 200.74 feet; thence South 89°45'37" West 212.70 feet to a point in the centerline of Dockery Road; thence North 13°03'56" West along said centerline 675.59 feet to a point on the South 1/8 line of said Section 6; thence South 89°09'53" East along said 1/8 line 1928.78 feet to a point on the West line of said Section 5; thence North 01°08'31" East along the West line of said Section 1321.51 feet to the West 1/4 corner of said Section 5; thence South 88°47'43" East along the East-West 1/4 line of said Section 1316.19 feet to a point on the West 1/8 line of said Section; thence South 01°10'37" West along said 1/8 line 2644.40 feet to a point on the South line of said Section 5 and the centerline of Richardson Road; thence North 88°44'06" West along said South line and said centerline 1314.59 feet to the Southwest corner of said Section 5 also being the Southeast corner of said Section 6; thence North 89°11'37" West along the South line of said Section 6 and the centerline of Richardson Road 1517.06 feet to the point of beginning; and containing 131.97 acres of land.

Subject to the rights of the public over the Westerly 33 feet thereof as occupied by Dockery Road.

Also subject to the rights of the public over the Southerly 33 feet thereof as occupied by Richardson Road.

Further subject to easements, right-of-ways, reservations and restrictions of record.

DOCKERY HILLS LANE;

An easement situated in Kalkaska Township, Kalkaska County, Michigan, and more fully described as:

CERTIFICATION *November 1, 2023* *Ver*
I hereby certify that according to our records all taxes returned to this office are paid for five years preceding the date of this instrument. This does not include taxes in the process of collection.
Valerie Thornburg, Kalkaska County Treasurer

A 66 feet wide easement for ingress egress and the installation and maintenance of public and private utilities over and across a part of the South 1/2 of the Southeast 1/4 of Section 6, Town 27 North, Range 8 West and that part of the West 1/2 of the Southwest 1/4 of Section 5, Town 27 North, Range 8 West, the centerline of easement being described as;

Commencing at the South 1/4 corner of said Section 6, Town 27 North, Range 8 West; thence South 89°11'37" East along the South line of said Section 1116.95 feet to a point in the centerline of Dockery Road; thence North 20°56'21" West along said centerline 502.22 feet; thence North 14°48'58" West along said centerline 207.41 feet; thence North 13°03'56" West along said centerline 626.50 feet to the point of beginning of said easement centerline; thence South 89°09'53" East 235.20 feet; thence 483.30 feet on the arc of a 371.29 feet radius curve to the right whose long chord bears South 51°52'29" East 449.89 feet; thence 483.23 feet on the arc of a 371.10 feet radius curve to the left whose long chord bears South 51°53'21" East 449.81 feet; thence South 89°11'37" East 830.95 feet; thence 458.86 feet on the arc of a 728.55 feet radius curve to the left whose long chord bears North 72°45'47" East 451.31 feet (to point "A" which is the centerline of road intersection's Dockery Hills Lane & Ruby Lane as shown on attached Exhibit B); thence North 54°43'11" East 572.17 feet; thence 277.81 feet along the arc of a 297.08 feet radius curve to the left whose long chord bears North 27°55'48" East 267.80 feet; thence North 01°08'24" East 133.58 feet; thence 262.46 feet along the arc of a 322.52 feet radius curve to the left whose long chord bears North 22°10'22" West 255.28 feet; thence 231.03 feet along the arc of a 114.02 feet radius curve to the right whose long chord bears North 12°33'41" East 193.48 feet; thence North 70°36'31" East 170.23 feet to the point of ending of said 66 feet wide easement and the center of a 60.00 feet radius cul-de-sac turn around easement. Said centerline containing a total of 4138.82 lineal feet.

Subject to the rights of the public over the Westerly 33 feet thereof as occupied by Dockery Road.

AND

RUBY LANE;

An easement situated in Kalkaska Township, Kalkaska County, Michigan, and more fully described as:

A 66 feet wide easement for ingress egress and the installation and maintenance of public and private utilities over and across a part of the West 1/2 of the Southwest 1/4 of Section 5, Town 27 North, Range 8 West, the centerline of easement being described as;

Commencing point "A" in the above description (said point is the centerline of road intersection's Dockery Hills Lane & Ruby Lane as shown on attached Exhibit B) for the point of beginning; thence South 35°16'49" East 150.00 feet; thence South

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50°03'11" East 468.33 feet to the point of ending of said 66 feet wide easement and the center of a 60.00 feet radius cul-de-sac turn around easement. Said centerline containing a total of 618.33 lineal feet.

Also subject to easements, right-of-ways, reservations and restrictions of record.

THE ABOVE-DESCRIBED PREMISES ARE CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS STATED HEREINAFTER.

All oil, gas and mineral rights, to the extent not previously severed from the above described property, are hereby reserved to the Developer.

III.

DEFINITIONS

A. The following terms, whenever utilized in this Master Deed, Condominium Bylaws, Articles of Incorporation, Bylaws of Association of Co-owners, Purchase Agreement, instruments of conveyance including amendments to Master Deed, and in any other document or instrument without limitation shall be defined as follows:

1. **The Act** means the Michigan Condominium Act, being Act No. 59 of the Public Acts of 1978 as amended.
2. **Architectural Control Committee** shall mean the committee appointed in accordance with the provisions set forth in the Condominium Bylaws.
3. **Association** shall mean the entity designated in the Condominium documents to administer the Condominium Project.
4. **Common Elements** where used without modification shall mean both the general and limited common elements, if any, described hereafter.
5. **Condominium Bylaws** means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by the Act to be recorded as part of the Master Deed.
6. **Condominium Documents** wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.
7. **Condominium Premises** means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to the Condominium Project and described herein.

8. **Condominium Project, Condominium or Project** means **Dockery Hills** as a Condominium Project established in conformity with the provisions of the Act.
9. **Condominium Subdivision Plan** means Exhibit "B" hereto.
10. **Consolidating Master Deed** means the final amended Master Deed which shall describe the Condominium as a completed Condominium Project and shall reflect the entire land area, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such consolidating Master Deed, when recorded in the office of the Kalkaska County Register of Deeds, shall supersede any previously recorded Master Deed for the Condominium.
11. **Co-owner** means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. A land contract vendee of a Unit in this Project shall be the Co-owner for all purposes relating to the Project. The term "owner," wherever used, shall be synonymous with the term "Co-owner."
12. **Developer** means Dockery Hills, LLC, and its assigns.
13. **Development and Sales Period.** "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project.
14. **Improvement** shall mean every building of any kind, fence or wall, or other structure or recreational facility which may be erected or placed within any Unit, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or septic systems or any part thereof within any Unit.
15. **Lot or Unit** shall each mean the space within the boundaries of a single Unit in the Condominium as such area and space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "Unit" is defined in the Act.
16. **Percentage of Value.** The percentage assigned to each individual Condominium Unit in the Condominium Master Deed.
17. **Transitional Control Date** shall mean the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by non-Developer Co-owners exceeds the votes which may be cast by the Developer.

B. Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to

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one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate.

IV.

GENERAL PROVISIONS

A. **Notice.** Any notice required to be sent to any Co-owner under the provisions of this Master Deed shall be deemed to have been properly sent when personally delivered, sent electronically or mailed, postpaid, to the last known address or email address of the person who appears as Co-owner on the records of the Association at the time of such mailing.

B. **Enforcement.** Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Units to enforce any lien created by this Master Deed; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

C. **Interpretation.** The headings contained herein have been inserted for convenience only and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The provisions of this Master Deed as well as those of the Articles of Incorporation, Bylaws and any rules and regulations of the Association shall be interpreted by Developer, unless Developer ceases to exist, in which case they shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel of the Association, or the counsel having drafted this Master Deed or other applicable document, that the interpretation is reasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Master Deed and the Articles, Bylaws and Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Condominium Project, the preservation of the values of the Units and the protection of the Developer's rights, benefits and privileges herein contemplated.

D. **Amendment.** In addition, but subject to any other manner herein provided for the amendment of this Master Deed, the covenants, restrictions, easements, charges and liens of the Master Deed may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed solely by Developer, for so long as it or its affiliate hold title to any Unit or Units or any of the Condominium Project affected by this Master Deed.

E. **No Public Right or Dedication.** Nothing contained in this Master Deed shall be deemed to be a gift or dedication of all or any part of the Common Elements to the public, or for any public use.

V.

ADDITIONAL RIGHTS OF DEVELOPER

A. **General.** Notwithstanding any other provision in this Master Deed to the contrary, Developer shall have, in addition to its other rights described herein, the following rights, and there is hereby created and reserved a blanket easement for Developer and its assigns to enable them to exercise those rights free of any interference by the Association, or by any Co-owner:

1. The right to execute all documents and to take all actions affecting any portion of the Condominium Project owned or controlled by it which, in its sole discretion, are desirable or necessary to effectuate or facilitate the development of the Condominium.
2. The right to plat, re-plat, subdivide and re-subdivide any portion or portions of the Condominium Project or to seek amendment to the Planned Unit Development Resolution for any portion or portions of the Condominium Project owned or controlled by it.

B. **Injunctive Relief for Interference.** Developer and each assignee of Developer shall be entitled to injunctive relief for any actual or threatened interference with its or their rights under this Article, in addition to whatever remedies at law to which it or they might be entitled.

VI.

COMMON ELEMENTS

A. The General Common Elements of the Project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

1. The land described herein, including the roadway, except however, the space within each Unit boundary, all as shown on Exhibit "B" attached hereto.
2. Such other elements of the Project not herein designated as general or limited Common Elements which are not within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.
3. The costs of maintenance, repair and replacement of all General Common Elements described above shall be borne by the Association. By way of inclusion and not

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limitation, the Association shall provide for the requirements to grade, drain, repair, replace and otherwise maintain the roadways.

VII.

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. Each Unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of the Project attached hereto as Exhibit "B." Each Unit shall include all that area and space contained within the boundary for each Unit as shown on Exhibit "B" hereto.
- B. The Percentage of Value assigned to each Unit is set forth in Paragraph D below. The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the Common Elements of the Condominium, if any. Each respective Co-owner shall have one (1) vote at meetings of the Association and each Unit shall share equally in the proceeds and expenses of administration of the Association. The total value of the Project is one hundred percent (100%). The Percentage of Value allocated to each Unit may be changed only with the unanimous consent of all of the Co-owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided hereafter.
- C. The determination of the Percentage of Value which should be assigned was made after reviewing the comparative characteristics of each Unit in the Project and concluding that location, size, value and allocable expenses of the Association were the proper determining factors to be considered.
- D. Each Unit shall be assigned an equal Percentage of Value.

VIII.

EASEMENTS

There shall be easements in favor of the Association to, through and over those portions of the land, structures, buildings, improvements and walls located within any lot for the installation and continuing maintenance and repair of all utilities in the Condominium.

IX.

EASEMENTS RETAINED BY DEVELOPER

A. The Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, driveways, paths and walkways in the Condominium for the purposes of ingress and egress to and from all or any portion of the parcel described herein or any portion or portions thereof, and any other land contiguous to the Condominium premises which may be now owned or hereafter acquired by the Developer or its successors.

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B. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described herein or any portion or portions thereof and any other land contiguous to the Condominium premises which may be now owned or hereafter acquired by the Developer, perpetual easements to utilize, tap and tie into all utility mains located on the Condominium premises.

C. The Developer reserves to itself, its successors and assigns, the right to terminate and revoke any utility easements granted in Exhibit "B" at such time as the particular easement has become unnecessary. This may occur by way of example but not limitation when water or sewer systems are connected to municipal systems. No utility easement may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate instrument of termination.

X.

RESTRICTIVE COVENANTS

A. The land described herein above shall be subject to the restrictions described in the Condominium Bylaws attached hereto as Exhibit "A," which restrictions shall run with the land and which restrictions, notwithstanding as set forth hereafter or any other provision of this Master Deed or its Exhibits, shall not be modified, amended nor altered without the express written consent of the Developer.

B. Further, each lot established herein may be subject to the restrictions and limitations regarding individual wells and sewage disposal systems required by the Michigan Department of Environment, Great Lakes, and Energy, acting through the Kalkaska County Health Department, which may be included herein by an amendment to this Master Deed.

XI.

AMENDMENT

A. The Condominium Documents may be amended for a proper purpose, without consent of Co-owners, mortgagees and other interested parties, as long as the amendments do not materially alter or change the rights of the Co-owners, mortgagees or other interested parties. This includes amendments which in the written opinion of a licensed real estate appraiser, do not detrimentally change the value of any Unit.

B. The Condominium Documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the Co-owners, mortgagees or other interested parties with the approval of two-thirds (2/3) of the votes of the Co-owners entitled to vote and mortgagees. A Co-owner's Unit dimensions may not be modified without his consent. Co-owners and mortgagees of record shall be notified of proposed amendments. Mortgagees may

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be notified of proposed amendments and approve same by written ballot. Ballots not returned within ninety (90) days shall be deemed approved.

C. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Co-owners or based upon the Association Board of Director's decision, the costs of which are expenses of administration.

D. Notwithstanding any contrary provision of this Master Deed or the Condominium Bylaws, the Developer reserves the right, pursuant to and subject to Section 90(3) of the Condominium Act, to amend materially this Master Deed or any of its exhibits (including, without limitation, documents referred to herein or in the Bylaws which affect the rights and obligations of a Co-owner) to achieve the following specified purposes:

1. to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements and/or Percentages of Value;
2. to amend the Condominium Bylaws;
3. to correct arithmetic errors, typographical errors, surveying or planning errors, deviations in construction, or any similar errors in the Master Deed, Condominium Subdivision Plan, or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements;
4. to clarify or explain the provisions of the Master Deed or its exhibits;
5. to comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency;
6. to make, define, or limit easements affecting the Condominium premises;
7. to record an "as-built" Condominium subdivision plan; and
8. to facilitate mortgage loan financing for existing or prospective co-owners and to enable the purchase of insurance of such mortgage loans by any institutional participant in a secondary mortgage market which purchases or insures mortgages.

E. A Master Deed amendment dealing with the addition or modification of Units or the physical characteristics of the Project shall comply with the standards prescribed in the Act for preparation of an original Condominium.

F. Any amendment to this Master Deed, Condominium Bylaws and Exhibit B documents which effect the use, structures or any improvements located within this Project shall always be subject to the applicable ordinances of the Township of Kalkaska and the County of Kalkaska.

G. Notwithstanding anything to the contrary contained in this Master Deed or its exhibits, for so long as the Developer owns one or more Units in the Project, no amendment shall be made to the Condominium Documents without the prior written consent of the Developer.

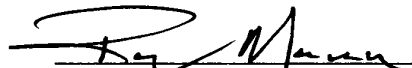
XII.

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law (including the power to approve or disapprove any act, use or proposed action or any other matter or thing) may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Kalkaska County Register of Deeds.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year first above written.

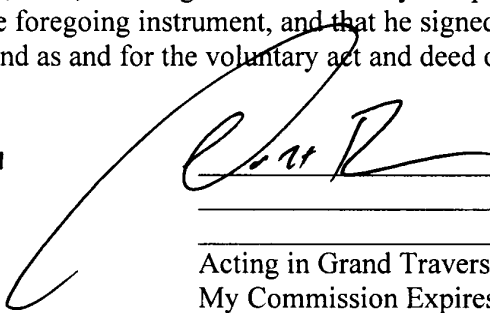
DEVELOPER:
Dockery Hills, LLC, a Michigan limited liability company


By: Randall W. Mann
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF GRAND TRAVERSE)

Acknowledged on the 25th day of October 2022, before me personally appeared Randall W. Mann, Member of Dockery Hills, LLC, a Michigan limited liability company, the organization described in and which executed the foregoing instrument, and that he signed his name thereto as and for his voluntary act and deed and as and for the voluntary act and deed of said organization.

David H Rowe
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Grand Traverse
My Commission Expires 05/22/23
Acting in the County of _____


_____, Notary Public
_____, County, MI
Acting in Grand Traverse County, Michigan
My Commission Expires: _____

Prepared by/Return to:
David H. Rowe, Esq., *Alward, Fisher, Rice, Rowe & Graf, PLC*, 412 S. Union Street, Traverse City, Michigan 49684 // (231) 346-5400

CONDOMINIUM BYLAWS – EXHIBIT “A” TO MASTER DEED

DOCKERY HILLS

ARTICLE I

ASSOCIATION OF CO-OWNERS

- A. **Dockery Hills**, a site Condominium Project located in Kalkaska Township, Kalkaska County, State of Michigan, shall be administered by an Association of Co-owners, which shall be a non-profit corporation (hereinafter called the "Association") organized under the laws of the State of Michigan.
- B. The Association shall be organized to manage, maintain and operate the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation and Bylaws of the Association and the laws of the State of Michigan. The Association shall be responsible for the management and administration of the Common Elements, property, easements and affairs of the Condominium Project. The Association may provide for independent management of the Condominium Project.
- C. Membership in the Association and voting by the members of the Association shall be in accordance with the following provisions:
1. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.
 2. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.
 3. Each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned when voting by number and one (1) vote when voting by value (all Units being assigned an equal Percentage of Value in Article VII of the Master Deed).
 4. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Paragraph H of this Article I. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in Paragraph 5 below or by a proxy given by such individual representative. The Developer shall be entitled to vote each Unit which it owns. Notwithstanding anything herein to the contrary, a purchaser of a Unit by means of a land contract shall be designated the owner of that Unit and entitled to the vote for that Unit.

5. Each Co-owner shall file a written notice with the Association, designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and email address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.
6. There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Paragraph H of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of the time, place and subject matter of all meetings shall be given to each Co-owner by mailing or electronic transmission the same to each individual representative designated by the respective Co-owner at least ten (10) days prior to said meeting.
7. The presence, in person or by proxy, of one-fifth (1/5) of the Co-owners in number and in value shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting, at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which a vote is cast.
8. Votes may be cast in person or by proxy or by writing, duly signed by the designated voting representative not present at a given meeting in person or by proxy or by electronic means, subject to the discretion of the Board of Directors. Proxies and any written vote 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.
9. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value of those 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 herein, a majority may be required to exceed the simple majority herein above set forth and may require such majority to be one of both number and value 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.
10. Any action which may be taken at a meeting of the Co-owners (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided above for the giving of notice of regular meetings of Members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot will

afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

- D. 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. The Association shall prepare and distribute to each Co-owner at least once a year financial statement, the contents of which shall be defined by the Association. Such accounts books, records, contracts, and financial statements concerning the administration and operation of the Condominium Project shall be available for examination by any of the Co-owners and their mortgagees at convenient times. If the Association's annual revenues are greater than \$20,000.00, then on an annual basis the Association shall have its books, records, and financial statements independently audited or reviewed at the discretion of the Board of Directors by a certified public accountant, as defined in section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. The Association may opt out of this requirement on an annual basis by an affirmative vote of a majority of the Co-owners. The accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents, and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project, to inspect the same during reasonable hours.
- E. 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 successors thereto elected by the Developer prior to the First Annual Meeting.
- F. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith.
- G. Every director and every officer of the Corporation shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer when expenses are incurred, except in such cases wherein the director or officer is adjudged

guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the directors 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. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

- H. The First Annual Meeting of the members of the Association may be convened by the Board of Directors and may be called at any time after conveyance of legal or equitable title to a Unit to a non-Developer Co-owner but in no event later than fifty-four (54) months after such event. The date, time and place of such First Annual Meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. The Board of Directors shall establish an Advisory Committee of non-Developer members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to one-third (1/3) of the Condominium Units has been conveyed to non-Developer Co-owners; or (b) one (1) year after the first conveyance of legal or equitable title to a Condominium Unit to a non-Developer Co-owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-Developer members and to aid in transferring control from the Developer to non-Developer members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-Developer members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve after a majority of the Board of Directors is comprised of non-Developer Co-owners. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least one (1) Director and at least one-fourth (1/4) of the Board of Directors of the Association shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units that may be created, at least one-third (1/3) of the Board of Directors shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the Units, the non-Developer Co-owners shall elect all Directors on the Board except that the Developer may designate at least one (1) Director as long as the Developer owns or offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units that may be created remain unbuilt.

Notwithstanding the formula provided above, fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project,

if title to at least seventy-five percent (75%) of the Units that may be created has not been conveyed, the non-Developer Co-owners may elect the number of Members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer may elect the number of Members of the Board equal to the percentage of Units that it owns and pays assessments for. This election may increase but not reduce the minimum election and designation rights otherwise established in these Bylaws. The application of this provision does not require a change in the size of the Board as stated in the Association Bylaws.

If the calculation of the percentage of Members of the Board that the non-Developer Co-owners may elect or if the product of the number of Members of the Board multiplied by the percentage of Units held by the non-Developer Co-owners results in a right of non-Developer co-owners to elect a fractional number of Members of the Board, a fractional election right of zero point five (0.5) or more shall be rounded up to the nearest whole number, which shall be the number of Members of the Board that the non-Developer Co-owners may elect. After applying this formula, the Developer may elect the remaining Members of the Board. The application of this provision shall not eliminate the right of the Developer to designate at least one (1) Member, as provided in these Bylaws.

ARTICLE II

ASSESSMENTS

- A. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.
- B. 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 Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project.
- C. Assessments shall be determined in accordance with the following provisions:
 - 1. The Board of Directors of the Association may establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. If the Project includes Common Elements, an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Paragraph D below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The

minimum standard required by this section may prove to be inadequate for a particular Project. The Association of Co-owners shall carefully analyze their Condominium Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be mailed to each Co-owner, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient:

- a. to provide for the costs of operation and management of the Condominium;
- b. to provide replacements of existing Common Elements, if any;
- c. to provide additions to any Common Element not exceeding \$1,000.00 annually; or
- d. to provide for the costs in the event of emergencies;

the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

2. Special assessments, in addition to those required in Article II, Paragraph C(1)(a) above may be made by the Board of Directors from time to time and approved by the Co-owners. Special assessments referred to in this paragraph shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value and in number.
- D. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned equally among each Unit. Annual assessments as determined in accordance with Article II, Paragraph C(1) above, shall be payable by Co-owners, commencing with acquisition of legal or equitable title to a Unit. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof.
- E. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.
- F. Collection of Assessments. All remedies are discussed herein are cumulative and nothing herein shall limit the Association's right to use any legal means and remedy available against delinquent Owners.

1. *Suit at Law or Equity.* The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who, from time to time, has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement, and further, 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. Notwithstanding anything to the contrary, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published until the expiration of ten (10) days after mailing, by First Class Mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the delinquency is not cured within ten (10) days after the date of mailing. Such written notice shall be in recordable form, executed by an authorized representative of the Association and shall set forth the following: (1) the name of the Co-owner of record thereof, (2) the legal description of the Condominium Unit or Units to which the notice applies, (3) the amounts due the Association of Co-owners at the date of notice, exclusive of interest, costs, attorney fees and future assessments. The notice shall be recorded in the office of the Register of Deeds in the county in which the Condominium Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium Unit, if not occupied by the Co-owner, and to lease the Condominium Unit and to collect and apply the rental therefrom. The Co-owner of a Condominium Unit subject to foreclosure under this section, and any purchaser, grantee, successor or assignee of the Co-owner's interest in the Condominium Unit is liable for assessments by the Association chargeable to the Condominium Unit that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.

2. *Other Remedies.* In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. Further, a Co-owner in default may be barred from using any and all Common Elements until the default is cured.

3. *Costs.* The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit(s). The Board may also adopt an administrative fee that relates to the increased cost of the association in the collection of delinquent assessments.
- G. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit, pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid 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 assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).
- H. Notwithstanding any other provisions of the Condominium Documents to the contrary, the Developer's obligation to pay assessments shall be:
1. *Pre-turnover expenses.* Prior to the initial meeting of Co-owners, it will be the Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses. At the time of the initial meeting, the Developer will be liable for the funding of any existing deficit of the Association that was incurred prior to the date of the initial meeting.
 2. *Post-turnover expenses.* After the initial meeting and for the duration of the Development and Sales Period, the Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by the Developer that have not been conveyed or leased. To the extent the Developer holds title to Units that were previously conveyed or leased, the Developer shall be responsible for the same maintenance assessment levied against other Units in the Project and for all special assessments levied by the Association.
 3. *Exempted transactions.* At no time will the Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement or capital improvements or additions, or to finance litigation or other claims against the Developer, including any cost of investigating and/or preparing such litigation or claim, or any similar related costs.
- I. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with the Act.
- J. A construction lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to the Act. Pursuant to Section 111 of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid assessments. Upon receipt of a written request to the

Association accompanied by a copy of the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

- K. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the Unit; and (b) payments due under first mortgages having priority thereto. A purchaser of a Condominium Unit is entitled to written statement from the Association, setting forth the amount of unpaid assessments outstanding against the Unit, and the purchaser is not liable for unpaid assessments in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the sale, or arrange for the payment of any unpaid assessments against the Unit at the closing of the Unit purchase if such a statement was requested, shall be liable for any unpaid assessments against the Unit together with interest, costs, and attorney's fees incurred in connection with the collection thereof.

ARTICLE III

ARBITRATION

- A. Disputes, claims or grievances arising out of or relating to the interpretation or 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 hereafter shall be applicable to any such arbitration.
- B. In the absence of an election and written consent to arbitrate under Paragraph A of this Article III, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.
- C. Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

- A. The Association shall provide an insurance policy providing "special" and "all risk" coverage and liability insurance, and such other insurance as the Board of Directors deems advisable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project.
- B. All such insurance shall be purchased by the Association for the benefit of the Association and the Co-owners and their mortgagees as their interests may appear and all premiums for insurance carried by the Association shall be an expense of administration.
- C. Each Co-owner shall obtain all necessary insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his Unit, including any structures constructed thereon and his personal property located within his Unit or elsewhere in the Condominium Project, for his personal liability for occurrences within his Unit or upon any Limited Common Elements, if any, appurtenant to his Unit, and for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage.
- D. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by 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.
- E. The proceeds of any insurance policies received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.
- F. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of insurance coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Project and any Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance to the Condominium Project.
- G. Neither the Association nor any of the Co-owners shall be liable to the other or to any insurance company (by way of waiver of subrogation) providing coverage for any loss or damage to any Common Element, improvement, Unit, building, structure or other tangible property, or any resulting loss of income, even though such loss or damage might have been occasioned by the negligence of the other party, its agents, guests, invitees or employees, provided and to the extent such loss or damage is covered by insurance.

ARTICLE V

RECONSTRUCTION OR REPAIR

- A. 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:
1. If the damaged property is a Common Element, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of such termination.
 2. If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five percent (75%) or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.
- B. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project.
- C. If the damage is only to 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 Paragraph D below. In all other cases, the responsibility for construction and repair shall be that of the Association.
- D. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of his Unit. No Co-owner shall make a structural repair or modification to his or her Unit without the prior written consent of the Association. The Association shall not consent if such repair or modification may jeopardize or impair the structural soundness or safety, or both, of the Condominium Project.
- E. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements, if any.
- F. The Act shall control upon any taking by eminent domain.
- G. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages and in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE/CONSTRUCTION

A. Architectural Control Committee

1. An Architectural Control Committee (the "Committee") shall exist at all times. The Committee shall be vested with the discretionary authority to approve all building plans for any Unit, subject to the criteria, restrictions, and limitations set forth herein.
2. The Committee shall consist solely of the Developer, its assigns, or its representative(s). No Co-owners shall ever be appointed to the Committee, unless the Developer expressly agrees to delegate its duties hereunder.
3. All action taken by the Committee shall be in writing. If the action is an approval or approval with conditions, each member of the Committee shall sign the submitted plans that are part of the record. The Co-owner or representative shall also countersign the submitted plans, which signature shall be conclusive proof and assent to the plans and specifications.

B. Building Restrictions

1. Dwellings must have not less than 1,200 square feet of enclosed living area.
2. Outbuildings are permitted, subject to the Committee's approval. All outbuildings must be at least 50 feet from the road right of way.
3. No single wide or sectional type mobile homes shall be placed, stored, occupied, constructed or installed upon any Unit. BOCA approved modular and manufactured homes are permitted.
4. Not more than one (1) single family residence shall be constructed upon any Unit. Notwithstanding, accessory structures of not more than 1,000 square feet or one-half the size of the dwelling, whichever is less, are permitted subject to Committee's approval.

ARTICLE VII

RESTRICTIONS

A. Use Restrictions

1. No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any

unreasonably noisy activity be carried on in or on the Common Elements or within any Unit at any time.

2. No animals of any kind may be kept for commercial purposes. All animals kept in the Condominium shall have such care and restraint as not be obnoxious on account of noise, odor or unsanitary conditions.
 3. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate thereon. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.
 4. Commercial trucking is prohibited within the Project.
 5. No abandoned, unlicensed, or junk vehicles of any kind, and no unlicensed house trailers may be kept on any Unit. RV campers, motor homes or other recreational vehicles may be used on a Unit for not more than 180 days in any calendar year and may not be hooked up to a permanent water supply, electric supply, or septic system.
- B. Co-owner Maintenance. Each Co-owner shall maintain the Unit owned and any Limited Common Elements appurtenant thereto for which the Co-owner 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 roadway. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner or the Co-owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner as set forth herein.

ARTICLE VIII.

AMENDMENTS

Amendments to these Bylaws shall be in accordance with Article XI of the Master Deed.

ARTICLE IX

COMPLIANCE

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

ARTICLE X

DEFINITIONS

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

ARTICLE XI

REMEDIES FOR DEFAULT

- A. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:
1. Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include, but without limiting, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
 2. In any proceeding arising because of an alleged default by an Co-owner or in any proceeding brought against the Association or its officer and/or directors to compel enforcement of the Condominium Documents, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees), as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.
 3. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon any Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.
 4. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. Fines may be assessed only upon notice to the offending Co-owners as prescribed in the Association Bylaws and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.
- B. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a

waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

- C. 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 any 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.

ARTICLE XII

SEVERABILITY

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

Prepared in the Law Office of
David H. Rowe, Esq.
Alward, Fisher, Rice, Rowe & Graf, PLC
412 S. Union Street
Traverse City, Michigan 49684
(231) 346-5400

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KALKASKA COUNTY CONDOMINIUM
 SUBDIVISION PLAN NUMBER DEED OF
 EXHIBIT B TO THE MASTER DEED OF

DOCKERY HILLS

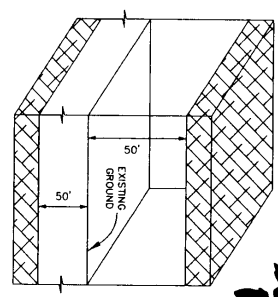
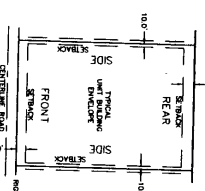
A SITE CONDOMINIUM IN

PART OF SECTION'S 5 & 6, TOWN 27 NORTH,
 RANGE 8 WEST, KALKASKA TOWNSHIP,
 KALKASKA COUNTY, MICHIGAN.
 131.97 ACRES

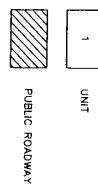
GREAT LAKES LAND CO.



TYPICAL UNIT DETAIL
 NOT TO SCALE



TYPICAL UNIT ENVELOPE
 VERTICAL MEASUREMENTS TO UNITS OF OWNERSHIP
 ARE TO BE MADE FROM EXISTING GRADE



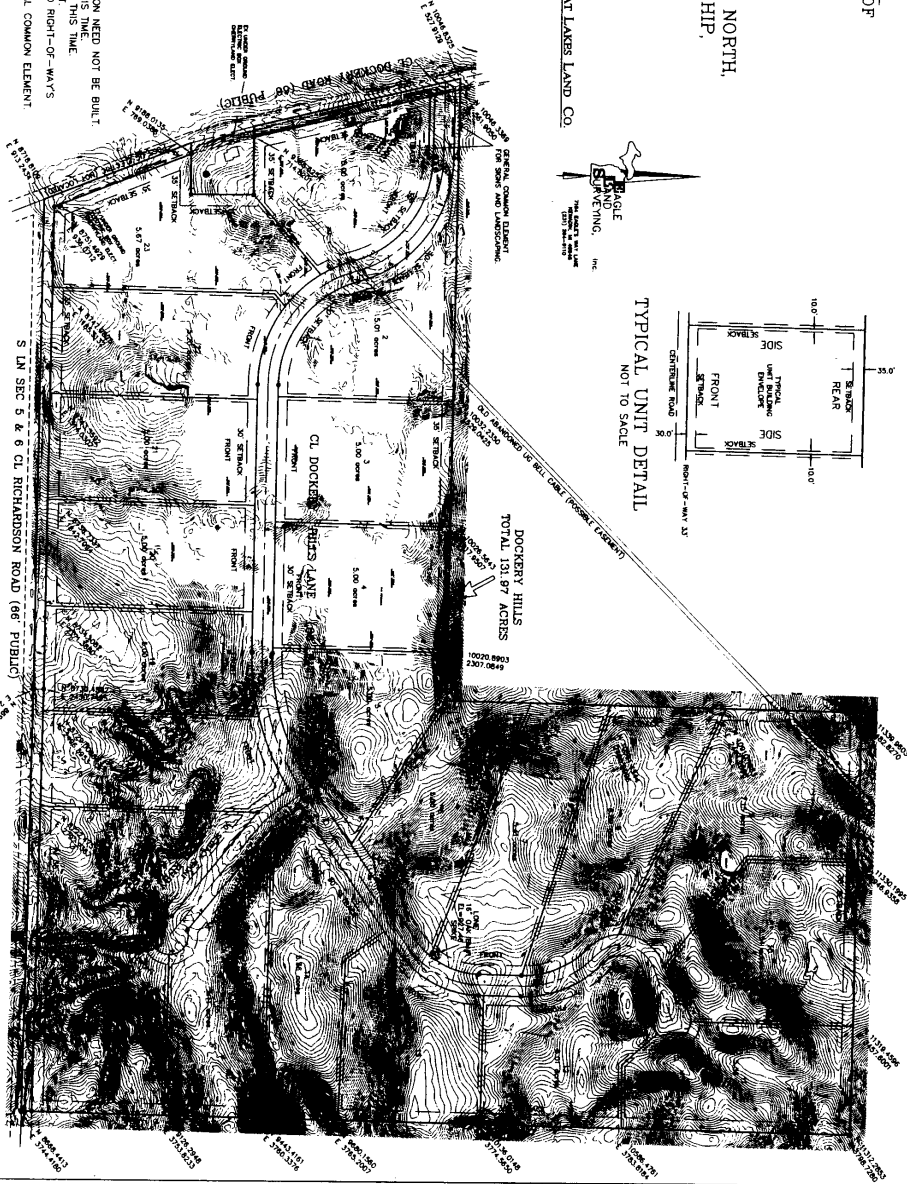
NOTE:
 ALL IMPROVEMENTS SHOWN HEREON NEED NOT BE BUILT.
 ALL UNITS ARE PROPOSED AT THIS TIME.
 ALL UTILITIES NEED NOT BE BUILT.
 ALL UTILITIES TO BE WITHIN ROAD RIGHT-OF-WAYS.
 ALL FRONT SETBACKS AND GENERAL COMMON ELEMENTS
 ARE TO BE MADE FROM EXISTING GRADE.



NEIL L. WITT
 PROFESSIONAL LAND SURVEYOR NO. 4001028432

DATE: OCT 21, 2022

DEVELOPER:
 DOCKERY HILLS LLC
 9457 RIDGECREST DRIVE
 LO MEAD, CA, 91941



SEABLE
 LAND SURVEYING, INC.

(231) 264-9110
 FAX: 264-5311
 714 LANTANA WAY, SUITE 100
 TAYLOR, MI 48180

TITLE:
 SITE-UNIT/UTLT PLAN
 DOCKERY HILLS

Checked By: A.K.W.
 Cont'd By: N.L.W.
 File No.: 2022-218
 Orig. File: 2022-218.dwg

SHEET
 3 OF 3
 DATE:
 10-21-2022