

REC'D LEELANAU COUNTY  
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REC'D LEELANAU COUNTY  
2018 SEPT 7 11:12 AM

Leelanau County STATE OF MICHIGAN  
Dorothy M. Miller Register of Deeds



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Liber 1339 Page 702-767  
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JG Liber 1339 Page 702 #2018005107

## FIRST RESTATED MASTER DEED

For

44 North  
A SITE CONDOMINIUM

**THIS FIRST RESTATED MASTER DEED**, is made this 28th day of August, 2018, by TML, of Suite 402, 250 East Front Street, Traverse City, Michigan 49684 (hereinafter referred to as the "Developer");

### WITNESSETH:

**WHEREAS**, the Developer recorded a Master Deed on July 18, 2016 at Liber 1266 Page 5 (the "2016 Master Deed") and which was amend by the recording of a First Amendment to Master Deed on July 17, 2018 at Liber ~~1266~~ Page 735, both at the office of the Leelanau County Register of Deeds office and; 1334

**WHEREAS**, the Developer in Article IV General Provisions, paragraph F, Amendment, and further in Article XII Amendment and Withdrawal, reserved the right to unilaterally and materially amend the 2016 Master Deed;

**WHEREAS**, the Developer desires to amend, restate and replace the 2016 Master Deed in its entirety;

**THEREFORE**, the 2016 Master Deed in its entirety is hereby entirely amended and restated completely by this First Restated Master Deed; and the terms hereof, amend, restate, replace and supersede in every respect the 2016 Master Deed. In the event of any conflict between this First Restated Master Deed, the 2016 Master Deed or any documentation or agreements based thereon, if any, this Agreement will govern and control.

# **FIRST RESTATED MASTER DEED**

**For**

**44 NORTH**

**A SITE CONDOMINIUM**

**WHEREAS**, the recitals set forth above are incorporated into this First Restated Master Deed.

**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 including but not limited to those amendments contained in Act 538 of the Public Acts of 198, Act 113 of the Public Acts of 1983, and Act 379 of the Public Acts of 2000 (hereinafter referred to as the "Act"), by recording this First Restated Master Deed (referred to herein interchangeably as either the "First Restated Master Deed" or "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 44 NORTH by recording of this Master Deed as a Condominium Project and does declare that 44 NORTH hereinafter referred to as the Condominium, shall be held, conveyed, encumbered, leased, occupied, improved and in any other manner utilized, subject to the provisions of the 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 and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

## **I.**

### **TITLE AND NATURE**

The Condominium Project shall be known as 44 NORTH designated as Leelanau Condominium Subdivision Plan No. 167. 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 Plan attached hereto as Exhibit "B" are hereby incorporated herein by reference.

The Units (as defined below) contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B." The Project is an expandable, contractible mixed-use condominium, which contains 89 residential Units (although the units are numbered 1 through 90,

what would have been Unit 68 has been converted into a park) and 2 additional Units (which are Units 91 and 92) either or both of which be used for residential or commercial purposes to be determined in the sole, absolute discretion the Developer if prior to the Transitional Control Date, and subsequently by the Association if after the Transitional Control Date. Each Unit is capable of individual use, having its own entrance from and exit to a common element of the Condominium. The Developer intends to develop the Project in a single phase but reserves the right to develop it in multiple phases.

Each Co-owner in the Condominium shall have an exclusive property right in his, her or its Unit, including any structure or improvements placed within or on the Unit, and to the Limited Common Elements that are appurtenant to their Unit and shall have undivided and inseparable rights to share with the other Co-owners in the Condominium the common use and enjoyment of the Common Elements of the Project, as designated in this Master Deed. The Condominium Project is established in accordance with the Act.

Nothing in this Master Deed shall be construed to impose any contractual or other legal obligation on the Developer to build, install or deliver any structure or improvement, which is labeled on the Condominium Subdivision Plan as "need not be built." Furthermore, nothing in this Master Deed will be construed to impose any contractual or other legal obligation on the Developer to build, install or deliver any structure or improvement on or within a Unit, as it is the Developer's intention to sell vacant Units for construction of single-family dwellings and commercial buildings by the purchasers of such Units. Each Co-owner shall obtain all applicable approvals prior to placing any improvements on the Unit, which improvements shall also conform to all requirements of this Master Deed and the Condominium Bylaws.

## II.

### LEGAL DESCRIPTION

The land on which the Condominium Project is located and which in accordance with the provisions of the Act is being submitted to Condominium Ownership as established by this Master Deed is situated in the City of Traverse City, County of Leelanau and State of Michigan, and described as follows, viz:

PART OF SECTION 33, TOWN 28 NORTH, RANGE 11 WEST, CITY OF TRAVERSE CITY, LEELANAU COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 01°43'50" EAST, 496.80 FEET, ALONG THE NORTH - SOUTH ONE-QUARTER LINE OF SAID SECTION 33; THENCE NORTH 88°44'41" WEST, 174.00 FEET; THENCE NORTH 01°46'20" EAST, 20.02 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 88°44'52" WEST, 796.45 FEET; THENCE SOUTH 01°50'34" WEST, 186.78 FEET; THENCE NORTH 87°58'50" WEST, 238.01 FEET; THENCE NORTH 34°24'22"

WEST, 182.88 FEET, TO A POINT ON THE WEST LINE OF GOVERNMENT LOT 5 OF SAID SECTION 33; THENCE NORTH 01°18'31" EAST, 853.05 FEET, ALONG SAID WEST LINE OF GOVERNMENT LOT 5, TO A POINT ON THE NORTH LINE OF GOVERNMENT LOT 5 OF SAID SECTION 33; THENCE SOUTH 88°26'04" EAST, 986.89 FEET, ALONG SAID NORTH LINE OF GOVERNMENT LOT 5; THENCE NORTH 01°53'46" EAST, 100.98 FEET; THENCE SOUTH 88°32'39" EAST, 280.82 FEET; THENCE SOUTH 01°18'09" WEST, 101.52 FEET, TO A POINT ON SAID NORTH LINE OF GOVERNMENT LOT 5; THENCE SOUTH 88°26'04" EAST, 54.16 FEET, ALONG SAID NORTH LINE OF GOVERNMENT LOT 5, TO A POINT ON SAID NORTH - SOUTH ONE-QUARTER LINE OF SECTION 33; THENCE SOUTH 88°23'39" EAST, 95.13 FEET, ALONG THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 33; THENCE NORTH 03°10'10" EAST, 122.27 FEET; THENCE SOUTH 88°27'42" EAST, 449.55 FEET, TO THE CENTERLINE OF M&NE RAILROAD; THENCE SOUTH 03°37'58" WEST, 452.49 FEET, ALONG THE CENTERLINE OF M&NE RAILROAD; THENCE NORTH 88°29'35" WEST, 254.48 FEET; THENCE SOUTH 13°25'44" EAST, 68.04 FEET; THENCE NORTH 88°42'55" WEST, 262.35 FEET; THENCE SOUTH 01°32'44" WEST, 78.89 FEET; THENCE SOUTH 32°42'04" WEST, 392.29 FEET; THENCE NORTH 88°44'52" WEST, 6.07 FEET, TO THE POINT OF BEGINNING.

CONTAINS 31.94 ACRES OF LAND, MORE OR LESS.

SUBJECT TO EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown in the Condominium Subdivision Plan.

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

### III.

#### DEFINITIONS

A. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of 44 North Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in

documents regarding the Project, the following terms, unless the context otherwise requires, 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, MCL 559.101 et seq., MSA 26.50 (101) et seq.
2. **Architectural Control Committee** means the committee appointed in accordance with the provisions set forth in the Condominium Bylaws.
3. **Association** means The Moorings Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.
4. **Common Elements** where used without modification means both the General and Limited Common Elements described in Article VII of this Master Deed and on the Condominium Subdivision Plan.
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 this 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, adopted by the Board of Directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.
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 now and as may be amended.
8. **Condominium Project, Condominium or Project** means 44 NORTH as a Condominium Project established in conformity with the provisions of the Act.
9. **Condominium Subdivision Plan** means Exhibit "B" hereto which is the survey and other drawings depicting the real property and improvements to be included in the Project now and as may be amended.
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 Leelanau County

Register of Deeds, shall supersede any previously recorded Master Deed, or Amended Master Deed for the Condominium.

11. **Co-owner** means a person, firm, corporation, partnership, limited liability company, 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 The Moorings of Leelanau, LLC, any assumed names it may acquire, and its successors and 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 or its successors and assigns continues to own any Unit in the Project excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.
14. **General Common Elements** means the Common Elements described in Article VII(A) of this Master Deed, which are for the use and enjoyment of all Owners in the Project.
15. **Limited Common Elements** means the Common Elements described in Article VII(B) of this Master Deed, which are reserved for the exclusive use of the Owners of a specified Unit or Units.
16. **Percentage of Value** means the percentage assigned to each individual Condominium Unit in the Condominium Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.
17. **Transitional Control Date** means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Owners unaffiliated with Developer exceeds the votes which may be cast by Developer.
18. **Unit**, which shall be interchangeable with Condominium Unit or Lot, shall mean the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed, and shall have the same meaning as the term "Unit" as defined in the Act.

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 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 or mailed, postpaid, to the last known 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.

D. **Severability.** Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court Order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

E. **Effective Date.** This Master Deed shall become effective upon its recordation in the offices of the Register of Deeds of Leelanau County.

F. **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 affiliates hold title to any Unit or Units or any of the Properties affected by this Master Deed.

G. **Conflict.** This Master Deed shall take precedence over conflicting provisions in the Articles of Incorporation, Bylaws and any rules and regulations of the Association and the Articles shall take precedence over the Bylaws and the rules and regulations.

H. **Standards for Consent, Approval and Other Actions.** Whenever this Master Deed shall require the consent, approval, completion, substantial completion, or other action by Developer, or its affiliates, or the Association such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such

action, and all matters required to be completed or substantially completed by Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of Developer or Association, as appropriate.

I. **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.

J. **Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit and/or other property located on or within the Units, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Unit, Units, or other property.

K. **No Representation or Warranties.** NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON UNITS, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE TAXES OR REGULATION THEREOF, EXCEPT: (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS MASTER DEED OR IN DOCUMENTS WHICH MAY BE FILED BY DEVELOPER FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES, WHICH CANNOT BE DISCLAIMED, OR OTHER CLAIM, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTING OF TITLE TO THEIR RESPECTIVE UNITS AND/OR UNITS (WHETHER FROM DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

L. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE CONDOMINIUM PROJECT ARE HEREBY PLACED ON NOTICE THAT DEVELOPER OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, PERFORMING CONSTRUCTION ACTIVITIES WITHIN, OR IN PROXIMITY TO, THE CONDOMINIUM PROJECT. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE UNITS, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES THAT: (i) NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (ii) OWNER, OCCUPANT AND



USER SHALL NOT ENTER UPON, OR ALLOW HIS CHILDREN, OR OTHER PERSONS UNDER HIS CONTROL OR DIRECTION, TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN, OR IN PROXIMITY TO, THE UNITS, WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT, OR OTHERWISE DURING NON-WORKING HOURS); (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE, BUT RATHER, SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM, OR RELATING TO, THE AFORESAID ACTIVITIES; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE UNITS HAS BEEN, AND WILL BE, MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER TO SELL, CONVEY, LEASE, OR ALLOW THE USE OF, THE APPLICABLE PORTION OF THE UNITS.

M. **Interpretation.** 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 of the Association. 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 not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board.

N. **Boundary Relocation.** The boundaries of two or more adjacent Units may be relocated by amendment of the Master Deed in accordance with the provisions of MCL 559.148, provided that:

1. The expenses of preparing the amendment is paid in full by the Owner or Owners desiring to relocate the boundaries.
2. If the proposed boundary relocation is prior to the expiration of the Development and Sales Period, the Developer, in its sole, absolute, reasonable or unreasonable discretion, may or may not consent to it; and if consented, shall only be permitted if the written consent is affixed as an attachment to the amendment.

## V.

### **DISCLAIMER OF LIABILITY OF ASSOCIATION**

A. **Disclaimer of Liability of Association.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY, OR WELFARE OF ANY OWNER, OCCUPANT, OR USER OF ANY PORTION OF THE UNITS,

INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS, OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE THE USES OF THE UNITS, HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE UNITS AND THE VALUE THEREOF.
2. THE ASSOCIATION IS NOT EMPOWERED AS, AND HAS NOT BEEN CREATED AS, AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF MICHIGAN, THE COUNTRY, THE CITY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES.
3. ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF THE ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY OTHER REASON.
4. EACH OWNER (BY VIRTUE OF THE OWNER'S ACCEPTANCE OF TITLE TO THE OWNER'S UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE UNITS (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM, OR CONNECTED WITH, ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION.
5. AS USED IN THIS SECTION, THE ASSOCIATION SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF

THIS SECTION SHALL ALSO INURE TO THE BENEFIT OF DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.

VI.

**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 below described rights. 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 Units 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 Units.
3. The right to determine, in its sole discretion, the type of improvements, if any, to be constructed on any portion of the Units and the Common Elements owned or controlled by it and the right to revise its plans concerning such improvements.
4. The right to construct and maintain, on any portion of the Units owned or controlled by it, any improvements it considers desirable (which right shall include, but not be limited to, a right of ingress and egress by any and all types of vehicles and equipment to, through, over and about the Common Elements during whatever period of time Developer is engaged in any construction or improvement work on or within the Condominium, as well as an easement for the parking and storage of materials, vehicles, tools, equipment, and the like, which are being utilized in such work), and the right to construct walks, drives, ramps and parking facilities and a continuance of similar improvements located on portions of the Common Elements not owned or controlled by it even if doing so entails an encroachment upon the latter property.
5. The right to sell, lease and otherwise dispose of existing and planned Units (and portions thereof), which right shall include (though not be limited to) the right to construct and maintain sales offices and models on any portion of the Units and Common Elements owned or controlled by it, to solicit and receive the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces on the Common Elements), and to place signs and other promotional devices on any portion or portions of the Units or Common Elements owned or controlled by it without regard to the size or aesthetic appeal of such signs or devices; and the right to assign the foregoing rights, in whole or in part.

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.

## VII.

### **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. **Real Estate.** The Property referenced in Article II of this Master Deed (except for that portion of the Property described in Article VII constituting a part of a Unit and any portion of the Property designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project.
2. **Enhancement.** The private roadways; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements).
3. **Storm Drainage.** The storm drainage and water retention systems throughout the Project.
4. **Project Entrance Improvements.** Any entry signage and other improvements located at or near the entrance to the Project.
5. **Walkways.** The sidewalks located outside of the Units shall be a General Common Element. Each Owner, when constructing their Unit, shall at the Owner's expense, also construct the sidewalk in front of their Unit in a location and as to specifications as provided by the Board of Directors. Such sidewalks shall be treated as a General Common Element; and thereafter shall be maintained by the Association. Sidewalks which provide access to or from the Unit Owners driveway or residence are not Common Elements.
6. **Miscellaneous Common Elements.** All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are reasonably foreseeable as intended for common use or are necessary to the existence, upkeep, or safety of the Project.

7. **Post Office.** The Post Office shall be a General Common Element. Provided however, the Developer shall have the right to use the Post Office for its sales office and staff until the Transitional Control Date.
8. **Tart Trail Access Path.** In addition to all such other rights the Developer has retained over the Common Elements and Easements, it shall also have the right to grant shared use and access, with or without financial contribution, with or without maintenance obligations, to the "15' Wide Utility and Trail Easement" and the "20' Wide Utility and Trail Easement" identified on Exhibit B.

Some or all utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local, or state public authority or by the company providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

B. The Limited 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. **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of 30 feet as shown on Exhibit B, including all utility and supporting lines located on or beneath that land.
2. **Driveways and Walkways.** The portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway.
3. **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in Exhibit B, or in any future amendment to the Master Deed made by Developer or the Association.

C. **Maintenance Responsibilities.** Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the General Common Elements and Limited Common Elements will be as follows:

1. **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit. Snow removal, landscaping and lawncare services shall only be provided by vendors approved by the Association.

2. **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements.
3. **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair, and replacement of all Common Elements, other than that described above, shall be the responsibility of the Association, except for repair or replacement due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.
4. **Maintenance by the Association.** The Association shall be responsible for all reasonably customary snow removal from the private roadways; the common sidewalks in front of any Unit; and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit. The Association shall have an easement to remove the snow from the common sidewalks located in the front of each individual Unit. Snow may be piled upon areas reasonably adjacent to the private roadways and common sidewalks. The Association shall have an easement to enter and cross over the boundaries of a Unit, to reasonably maintain the lawns, trees, shrubs, and other improvements that are not located within the boundaries of a Unit. If an Owner fails, as required by this Master Deed, the Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association may vote to do so; it shall have an easement to perform such undertakings, and it shall have the right to lien the Unit for all costs it incurs, including but not limited to the management and supervision of such tasks. The Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance and landscaping functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate. The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.
5. **Assessment of Costs.** All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

6. **Assignment of Limited Common Elements.** A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.
  
7. **Power of Attorney.** By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.
  
8. **Separability.** Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

## VIII.

### **UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

A. **Description of Units.** A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in Exhibit B, the Subdivision Plan, as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 30 feet below and a height of 50 feet above the surface as shown on Exhibit B, together with all appurtenances to the Unit. The foregoing 50 feet above the surface Unit boundary limitation, does not and shall not modify the maximum building height limitations which otherwise affect all Units. That space below the depth of 30 feet and above the height of 50 feet above the surface shall be a General Common Element, to the fullest extent permitted by law.

B. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The purchase of two or more Units by a Co-owner shall not alter the percentage value and the rights which flow from it. See the Condominium Bylaws for other applicable provisions.

## IX.

### EASEMENTS FOR MAINTENANCE AND REPAIR

A. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

B. **View Easement.** The Association shall have the right to enter any Unit for the purpose of cutting and trimming trees, landscaping, or any other forms of obstruction, to maintain the views from other Units. The interpretation of "obstructions" and what is necessary to "maintain the views" shall be determined in the sole and absolute judgement of the Developer if prior to the Transitional Control Date, and subsequently, to the Association if after the Transitional Control Date.

C. **Reciprocal Easement.** The Project and that property identified as the "Proposed Future Development" in the attached Exhibit B, may share entrances, roads, and parks. If the Project becomes encumbered by a Reciprocal Easement, it shall describe how expenses are to be reasonably, fairly and equitably administered between the Project and the Leelanau Flats Condominium. Provided however, such determinations shall be made in the sole and absolute judgement of the Developer if prior to the Transitional Control Date; and if after the Transitional Control Date, by the Association.



**X.**

**EASEMENTS RETAINED BY DEVELOPER**

A. Developer reserves for the benefit of itself, its successors and assigns, perpetual nonexclusive 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 Developer or its successors.

B. 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 Developer, perpetual easements to utilize, tap and tie into all utility mains located on the Condominium premises or any portion of the parcel described herein or any portion or portions thereof.

Developer reserves to itself, its successors and assigns, the right to terminate and revoke any utility easements, including but not limited to those 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 as determined by the Board of Directors of the Association. Any termination or revocation of any such easement shall be affected by the recordation of an appropriate instrument of termination

C. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements. For purposes of clarity, the costs of maintenance and repair of the improvements constructed on the easements shall not be limited to just those existing at the time of recording the Master Deed; it shall also include all subsequent replacements, upgrades or even removals and the like, which the passage of time, and/or the evolution of technologies and equipment, make the current systems obsolete and/or better systems available. In the event of a dispute or disagreement over what a reasonable share of the cost of such maintenance and/or repair of the improvements may be, the final determination shall be made by the Developer as long as the Development and Sales Period has not concluded, and by the Association if it has.

## XI.

### 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 Developer.

B. Upon approval by an affirmative vote of not less than fifty-one percent (51%) of all Co-owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium premises, and to consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners.

C. In the event that a special assessment road improvement Project is established pursuant to applicable Michigan law, the collective cost assessable to the Condominium Premises as a whole shall be borne equally by all Co-owners.

D. All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of 1978 P.A. 59, as amended (MCLA 559.231).

E. At some time, subsequent to the recordation of this Master Deed, it may become necessary to improve some or all of the roads within or adjacent to the Condominium Premises. Those improvements may be financed, in whole or in part, by the creation of a special assessment district or districts which may include the Condominium Project. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser of a Condominium Unit shall constitute the agreement by such owner or purchaser, his/her heirs, executors, administrators or assigns, that the Association shall be vested with full power and authority to obligate all Co-owners to participate in the special assessment district, sign petitions requesting the special assessment and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of the improvements shall be approved by an affirmative vote of not less than fifty-one percent (51%) of Co-owners. No consent of mortgagee shall be required for approval of the public road improvement.

## XII.

### AMENDMENT AND WITHDRAWAL

A. The Condominium documents may be amended for a proper purpose, without consent of the 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. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of Units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

C. A Co-owner's Unit dimensions may not be modified without his written consent. Co-owners and mortgagees of record shall be notified of proposed amendments. However, the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes may not be modified without the consent of each affected Owner and mortgagee. Mortgagees may be notified of proposed amendments and approve same by written ballot. Ballots not returned within ninety (90) days shall be deemed approved.

D. 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 Board of Director's decision, the costs of which are expenses of administration.

E. Notwithstanding any contrary provision of this Master Deed or the Condominium Bylaws, Developer reserves the right, pursuant to and subject to Section 90(3) of the 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, subject to any restriction or amendment stated therein or under the Act;
3. to correct arithmetic errors, typographical errors, surveying or planning errors, deviations in construction, or any similar errors in this 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 this 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;
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, including but not limited to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan; and
9. to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

F. 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.

G. 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 City of Traverse City, and submitted to the City of Traverse City for prior approval, as required by law.

H. Notwithstanding anything to the contrary contained in this Master Deed or its exhibits, for so long as Developer owns one or more Units in the Project, no amendment shall be made to the Condominium Documents without the prior written consent of Developer. Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, Exhibits A and B shall not be amended, nor shall provisions be modified in any way without the written consent of Developer.

### XIII.

#### ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 Leelanau County Register of Deeds.

### XIV.

#### CONTRACTION OF CONDOMINIUM

A. **Limit of Unit Contraction.** The Condominium Project is a contractible condominium project, as that term is defined in the Act. The Condominium Project established pursuant to this initial Master Deed, and consisting of 91 Units (although the units are numbered 1 through 92, what would have been Unit 68 has been converted into a park), may be contracted so as to include only 2 Units.

B. **Contraction Not Mandatory.** There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be deemed, adjudicated or in any other manner be considered detrimental to the adjoining condominium project.

C. **Amendments to the Master Deed.** A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested people. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by Article VIII to preserve a total value of 100 percent for the entire Project resulting from any amendment.

D. **Additional Provisions.** Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

XV.

**CONVERTIBLE AREA AND  
EXPANDABILITY OF THE CONDOMINIUM**

A. **Right to Convert.** The Condominium Project is a convertible condominium project as that term is defined in the Act.

B. **Future Development Area.** The Project established by this Master Deed consists of condominium Units that may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of 150 Units. Additional Units, if any, will be established on all or some portion of the land adjoining the Project (the Future Development Area).

C. **Addition of Units.** The number of Units in the Project may, at the option of the Developer, from time to time within a period ending not later than six years after the initial recording of this First Restated Master Deed (for purposes of clarity, the six year period shall be measured from the date of recording this First Restated Master Deed, and not the prior 2016 Master Deed, which was recorded in July 2016), be increased by the addition of all or any portion of the Future Development Area and the establishment of Units in that area. Developer will determine the nature, location, size, types, and dimensions of the Units and other improvements to be located within the Future Development Area in its sole discretion. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have agreed that the six-year period described in this section, shall be measured from the date of recording this First Restated Master Deed, and not the prior 2016 Master Deed.

D. **Expansion Not Mandatory.** None of the provisions of this section will in any way obligate Developer to enlarge the Project beyond the initial phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on Developer's election to expand the Project other than those explicitly provided in this section. There is no obligation on the part of Developer to add to the Project all or any portion of the Future Development Area, nor is there any obligation to add portions in any particular order or to construct any particular improvements on the added property.

E. **Amendments to the Master Deed.** An increase in the size of the Project by Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested people. Amendments will be prepared by and at the sole discretion of Developer and may proportionately adjust the Percentages of Value assigned by Article VIII to preserve a total value of 100 percent for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of Developer. However, the readjustments will reflect a continuing reasonable relationship among Percentages of Value based on the original method of determining Percentages of Value for the Project.

F. **Redefinition of Common Elements.** Amendments to the Master Deed made by Developer to expand the Condominium may also contain any further definitions and redefinitions of General or Limited Common Elements that Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional parcel or parcels being added to the Project. In connection with any amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this section, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the Future Development Area and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

G. **Additional Provisions.** Amendments to the Master Deed made by Developer to expand the Condominium may also contain any provisions Developer determines are necessary or desirable (a) to make the Project contractible or convertible for portions of the parcel or parcels being added to the Project, (b) to create easements burdening or benefiting portions of the parcel or parcels being added to the Project, and (c) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

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

**DEVELOPER:  
THE MOORINGS OF LEELANAU, LLC**



By: Mark Johnson,  
Member of MI MOORINGS, LLC  
Its: Managing Member of  
THE MOORINGS OF LEELANAU, LLC

STATE OF MICHIGAN                    )  
  ) ss  
COUNTY OF GRAND TRAVERSE)

Acknowledged on the 28<sup>th</sup> day of August, 2018, before me personally appeared Mark Johnson, Member of MI Moorings, the Managing Member of The Moorings of Leelanau, LLC, 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.

Carly A. Smith  
Carly A. Smith, Notary Public  
Grand Traverse County, MI  
Acting in Grand Traverse County, MI  
My Commission Expires: 6/14/2022

Prepared in the Law Office of:  
Daniel J. Dingeman, Esq.  
**DINGEMAN & DANCER, PLC**  
100 Park Street  
Traverse City, Michigan 49684  
(231) 929 0500



# CONDOMINIUM BYLAWS – EXHIBIT “A” TO MASTER DEED

## 44 North

### ARTICLE I

#### ASSOCIATION OF CO-OWNERS

A. 44 North, A SITE CONDOMINIUM PROJECT located in the City of Traverse City, Elmwood Township, County of Leelanau, 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. As defined in the Master Deed, **Co-owner** means a person, firm, corporation, partnership, limited liability company, 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."
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 VIII of the Master Deed). In the event Units are combined, the combined Unit shall retain the number of votes and percentage of value which was associated with the combined Unit(s) originally; by way of example if two (2) Units were combined, the owner of the combined Unit shall then have two (2) votes and the percentage of value shall be the combined sum of the values originally assigned to each Unit.
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. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's Unit. 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 number of the Unit; the name, address, email address and phone number of the person designated; and if a firm, corporation, partnership, association, trust or other entity who is the Co-owner, the name, address and email of the individual representative designated to communicate on its behalf. Such notice shall be signed and dated by the Co-owner(s) of record. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit. 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. 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 \$50,000, 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. As 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 the Project. The Association of Co-owners shall carefully analyze the

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 the 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 C1a 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 value and in number.

D. Except as provided for herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned equally among each Unit. Units 91 and 92, which may be used for commercial, multi-family, or single residential purposes, shall only be responsible for paying for assessments related to the operation and maintenance of the entrance(s) up to the point it serves such Unit(s) and shall be exempt from assessments related to all other expenses. Annual assessments as determined in accordance with Article II, Paragraph C1 above, shall be payable by Co-owners, commencing with acquisition of legal or equitable title to a Unit. Unless the Board elects some other periodic payment schedule, Annual assessments will be payable by Owners in four (4) equal quarterly installments, commencing with the acquisition of 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 Associations 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. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including actual attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

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 shall not pay regular monthly Association assessments for Units which are owned by the Developer but shall only reimburse the Association for actual expenses incurred by the Association which are reasonably allocated to such Developer owned Units or to any associated limited common elements. Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or 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.

L. Each individual purchasing a Unit from the Developer shall be required to contribute to the Association an amount equal to \$1,000.00 upon closing on the sale of the Unit. The Board of Directors of the Association shall have the right to require that the purchasers of a Unit that is being resold by the initial non-Developer Co-owners of the Unit or by any subsequent Co-owners, contribute to the Association an amount equal to the regular annual Association assessment upon closing on the sale of the Unit, with twenty-five percent (25%) of the contribution being deposited in the Association's reserve accounts. The imposition of this requirement upon the purchasers of resold Units shall not affect the non-refundable character of any previous contributions paid to the Association by the selling Co-owner. The Association Board of Directors shall provide written notice to the Co-owners of its election to require the contribution described in this Section and such written notice shall remain effective until negated by a subsequent written notice from the Board. The Association shall also have any and all remedies with respect to the unpaid contribution that are provided to the Association in these Bylaws for delinquent assessments.

### 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.

## 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. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

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 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 Units and/or common elements.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE/CONSTRUCTION

#### 1. Architectural Control Committee

1. Following the Development and Sales Period, the Developer has or will establish an architectural review committee (the "Committee"). The mission of the Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image. 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, successors and 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. Committee members shall not be compensated as such but may be reimbursed for their expenses by the Association and not the Developer.
4. No building or structure shall be erected, placed or significantly altered on any Unit without first obtaining approval of the Committee. Detailed construction plans and specifications, together with a site plan showing the proposed location of all improvements, shall be submitted to the Committee, which shall review such plans and specifications within fourteen (14) days of receipt. In the event that a submission is deemed defective, the Committee shall notify the Co-owner in writing of such deficiencies.
5. In making its review, the Committee shall be limited to the record before it, consisting of the plans and specifications, any written statement of deficiencies, amendments submitted to the Committee, and any public documents. The record shall expressly exclude alleged conversations, oral statements, promises, or other verbal acts.
6. The Committee shall be limited to the following actions: approve, disapprove, approve with conditions, or disapprove due to an inadequate record.
7. 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.
8. In making any decisions hereunder, the Committee shall be vested with the discretion to assure that all requirements set forth herein shall be complied with.

B. Building Restrictions

1. All residences and other structures shall be constructed only by Harris Builders, LLC ("Harris") a builder licensed by the State of Michigan, unless waived in writing by the Developer and Harris. Within 120 days after acquiring an undeveloped Unit, a Unit Owner shall be required to enter into a binding contract for the construction of a residence and all other structures on their Unit.
2. All improvements located within a Unit shall be of exterior design, materials, workmanship, and quality as to be harmonious with other homes and improvements in the Condominium Project and, in addition, are suitably located with respect to the topography of the Unit and finish grade elevations. Further, all exteriors shall be comprised of natural wood, compressed fiber siding, brick, stone, or cement siding. The exterior siding may be vertical, horizontal, rough sawn, or such other textures as may be approved in advance by the Committee. All wood exteriors shall be properly stained or painted. The exterior siding may be of such other textures, colors, or materials that maybe approved by the Committee in advance (with natural, rustic, earth-tones and flat finishes preferred). No contemporary or modern style architecture shall be permitted. All structures shall have pitched roofs with a minimum 1:6 pitch which is equivalent to 4 inches rise to 24 inches run.

3. No mobile home, double wide, or modular home shall be placed, stored, occupied, constructed or installed upon any Unit. This restriction shall apply to so-called "manufactured" homes.
4. Units 12 through 27 and Units 29 through 34 shall be restricted to a maximum height for all structures of 26 feet and be a single story. All other Units in the project shall be restricted to a maximum height for all structures of 30 feet. The maximum height of structures means the vertical distance from the grade to the highest point on of the roof. Grade shall be the highest point of the Unit, shall be documented on the proposed Site Plan by the Unit Owner, and be ratified and consented to in the sole determination of the Architectural Committee.
5. Not more than one (1) single family residence shall be constructed upon any Unit. Guest quarters which are part of an attached garage (if allowed by local zoning) shall be permitted.

After the Development and Sales Period, the Developer may sell the Units as larger single residential home sites, provided it shall contain only one (1) single family residence on the combined Unit:

Guest quarters which are part of an attached garage (if allowed by local zoning and are no greater than the maximum height permitted by these Bylaws) shall be permitted, no detached structures shall be permitted on such combined Units.

6. All exterior lighting shall be placed so as to direct light away from other Units, homes, and into the sky.
7. No ancillary detached garages, storage buildings, or "out buildings" of any type shall be permitted. One (1) storage shed may be permitted with the approval of the Committee; however, any such structures, if permitted, shall as a minimum match the architectural features and finishes of the exterior of the home on the Unit.
8. No fences shall be constructed in common areas except with the prior written approval of the Committee. Decorative fences, or fences required as part of an approved swimming pool, may be permitted within a Unit with the written approval of the Committee. No chain link, utility or snow fences shall be permitted. The restrictions contained herein shall not be deemed to restrict the Association from installing any fence around any park.
9. Since each Unit will be serviced with natural gas, no fuel storage-tanks shall be permitted.
10. All utilities lines, conduits and piping shall be installed below ground.
11. The planting of invasive species within the Condominium Project shall be strictly prohibited. The prohibited plants include without limitation:

Japanese barberry	Bull thistle
Oriental bittersweet	Autumn olive/Russian olive

Baby's breath  
 Dame's rocket  
 Lyme grass  
 Non-native honeysuckles  
 Purple loosestrife  
 Ribbon grass (a/k/a reed canary  
 grass)  
 Japanese knotweed/giant  
 knotweed  
 Common buckthorn/glossy  
 buckthorn  
 Multiflora rose  
 Black alder  
 Flowering rush  
 Brazilian waterweed  
 Water hyacinth  
 Reed manna grass  
 Giant hogweed  
 Japanese hops

Hydrilla  
 European frog-bit  
 Indian balsam  
 Dotted duck-weed  
 Moneywort  
 European water-clover  
 Parrot feather  
 Lesser naiad  
 Sacred lotus  
 Yellow floating heart  
 Cotton thistle  
 Coltsfoot  
 Amur cork-tree  
 Water lettuce  
 Kudzu  
 Giant salvinia  
 Water chestnut  
 Black swallow-wort  
 Pale swallow-wort

12. No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of the Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance. During the Development and Sales Period, the Developer, in its sole discretion shall determine what constitutes "a significant landscaping change;" after the Transitional Control Date the Architectural Review Committee shall so determine.
13. The Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

C. Construction Phase. During the period of construction occurring within a Unit, the following regulations shall be followed:

1. Garages, basements, and unfinished homes (i.e., where no occupancy permit has been issued) shall not be used as living quarters.
2. Large vehicles, necessary for construction, shall be permitted on a Unit and its appurtenant limited common elements during the construction phase. Otherwise, dump trucks, tractors, commercial trucks, tractors and trailers, flatbed trailers, construction equipment, and other machinery shall not be permitted on any Unit and its appurtenant Common Elements.

3. All construction must be completed within one year (12 months) from the date that the Committee signs the plans, as set forth herein, unless for good cause shown the Committee extends that period. All construction materials shall be removed, and the Unit shall be in a clean and neat condition within 30 days, weather permitting, after the structure is ready for occupancy.
4. Landscaping shall be completed within 90 days after issuance of the certificate occupancy unless otherwise extended in writing by the Architectural Control Committee. This shall be limited to grass seeding or sodding. It shall include final walks, planters, ornamental shrubs, trees, or flowers. Each Unit shall have at least three trees with a 2" diameter placed in the front or side yard within 90 days of issuance of the certificate of occupancy. All landscaping on Units restricted to 26' and single story, shall strike a balance between what the Unit owner desires and the Developer's intention to create and reasonably preserve for the benefit of the other Units in the Condominium, partial views in all directions. Accordingly, no trees shall be required in the yards of the single-story Units, and all landscaping (initial and on-going) thereon shall be subject to the review and approval of the Architectural Control Committee.
5. Except where the Architectural Control Committee concludes it otherwise to be in the best interest of the Project, the finish grade, shall be a minimum of seven inches (7") fall drop within the first ten feet (10') of the outside structure. This is more than the building code requires but is deemed necessary for surficial drainage within the Condominium. All final grading shall be designed to limit runoff onto neighboring Units and diverted to the Project's water retention system.
6. Except where the Architectural Control Committee concludes it to be impractical, all exterior basements and/or crawl spaces in the front of each dwelling, and on both sides to a dimension of fifteen feet (15') from the front corners, shall be exposed not less than eight inches (8") nor more than sixteen inches (16") from the final grade of topsoil. There shall be no exposed concrete greater than sixteen inches (16") from the final grade of topsoil, which must be painted the same color as the siding or a tinted cement or plaster slurry coat must be applied.

D. Notwithstanding any provision to the contrary, the restrictions contained in this Article VI shall not apply to Units 91 and 92 if the Developer changes their use from residential to commercial or multi-family.

## ARTICLE VII

### RESTRICTIONS

11. Use Restrictions. The Project will be a densely occupied neighborhood once fully built out. All of the Units will have close proximity to each other and may have direct and indirect views of other Units. To preserve property values, ensure harmonious living, and avoid conflict over what some residents might

consider unsightly, a nuisance or the like, the Developer has determined the following use restrictions which shall be applicable to Units 1-90 (but not what would have been Unit 68, which has been converted to a park):

1. Residential Use. Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.
2. Nuisance. No immoral, improper, 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. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved, which increased cost may be assessed to and collected from the Co-owner in the manner set forth herein.
3. Pets. Domestic pets may be kept. No farm animals, including chickens, of any kind may be kept. Any pets kept in the Condominium shall have such care and restraint as not be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the General Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the property. The Board of Directors may adopt reasonable rules and regulations regarding pets and shall have the authority to require removal of offensive or dangerous animals from the Condominium. No commercial breeding of domestic pets shall be allowed. All Co-owners shall be responsible pet owners and have their pets leashed when appropriate, remove pet waste and control barking dogs.
4. Storage. Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Association. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate



therein. All rubbish, trash, garbage, waste, recycling or any other type of containers will be kept in-doors at all times and out of public view. except during days for scheduled pickup and removal of the contents or screened as may be approved by the Committee in writing. Unless special areas are designated by the Developer or the Association, trash receptacles shall not be permitted on the General Common Elements, except for such short periods of times as may be reasonably necessary for construction. 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.

5. Common Elements. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No Co-owner may leave any personal property of any description unattended on or about the Common Elements except as provided for herein. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations. Notwithstanding anything herein to the contrary, temporary parking of vehicles on the side of the road may be permitted so long as it does not unreasonably obstruct the road or cause a nuisance.
6. Vehicles. No abandoned, unlicensed, junk vehicles of any kind, house trailers, commercial vehicles, boat trailers, boats, camping vehicles, snowmobiles, snowmobile trailers, recreational vehicles, automobiles, motorcycles or ATVs may be kept outdoors on any Unit or any Common Elements. Up to two additional automobiles will be permitted to be temporarily parked outside the garage on a Unit, provided it is legally licensed to the Unit Co-owner or invitee. In all cases involving the preceding items, the "vehicle" must be parked no closer to the front (or street-side) of a Unit than the leading plane (front side) of the garage. All motorcycles, snowmobiles, ATVs, and similar recreational vehicles shall be kept in the garage when not in use. No maintenance or repair shall be performed on any of such vehicles except within a garage or residence where totally isolated from public view. At all times, the previously listed vehicles shall be kept in operational and orderly appearance.
7. Weapons. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.
8. ATVs and Off-Road Vehicles. Motorcycles, ATVs, off-road vehicles, snowmobiles, and other similar powered vehicles are not allowed on any of the Limited or General Common Elements and may not be operated on any Unit in a manner that is loud, offensive, or dangerous to the neighbors. Bicycles (unpowered) may be operated in the open spaces in a safe and responsible manner.
9. Garbage Refuse and Recycling Bins. Must be screened and shielded from roads and neighbors or kept in the garage except on trash pick-up days.

10. Garage Doors Closed. All garage doors shall be kept primarily closed and shall be opened only for the brief reasonable period of time necessary to drive vehicles in or out of the garage.
11. Drones. No private or commercial service drones or similar type flying machines may be used in, on or over any Unit, Limited or Common Element without the Unit Owner's prior written application requesting, and the subsequent written approval from, the Developer/Association. Each written application shall detail the Unit Owner's intended purposes for the drone; the make, model, and weight of the drone; and the dates and times the owner would like to use the drone. Approval of drone usage shall be in the sole discretion of the Developer/Association. If approved, the Unit Owner will be solely responsible for any damage or injury caused by its drone and shall indemnify and hold the Developer/Association harmless for such damages or injuries. The Unit Owner shall provide insurance which names the Developer/Association as an insured for any damage or injury causes by the Drone. If an Owner submits a general homeowner's policy for such coverage, the owner shall also attach a statement from their insurer indicating drone use is covered under that policy.
12. Garage/Yard Sale. One time a year, on a date established by the Developer/Association, any Unit Owner desiring to conduct a garage/yard sale, estate sale or the like, may do so. The Developer/Association shall provide written advance notice of the day(s) and hours it may be held. No such events shall otherwise be allowed.
13. Street Parking. Temporary parking on the streets of the Project shall be permitted in those places indicated on the Condominium Subdivision Plan attached to the Master Deed as Exhibit B. Parking shall be restricted during the following hours: (a) from November 16 through April 14, overnight parking, 3:00 a.m. to 7:00 a.m., on streets is prohibited. (b) Overnight parking shall be allowed from April 15 through November 15 between the hours of 3:00 a.m. and 7:00 a.m. on Saturday, Sunday, and Monday only, on any street where parking is not otherwise prohibited.
14. Snow Removal, Lawn and Landscaping Maintenance. The Developer/Association shall negotiate and approve vendor(s) that may be hired by a Unit Owner to provide plow, shoveling and snow removal services and to provide lawn cutting, raking, clean up and landscaping maintenance and irrigation services to their Unit. No other vendors may be hired or used by the Unit Owners. Unit Owners may remove their own snow with shovels and snow blowing equipment but not with plows. Unit Owners may cut, rake and clean their own yards and maintain their own landscaping and irrigation equipment, provided any machinery utilized to do so is of size and capacity reasonably intended for residential uses only.

A failure to comply with the foregoing use restrictions shall the first-time result in a written warning from the Developer/Association; a second time shall result in the imposition of \$500 fine; a third time of a \$1,000 fine; and the fourth, and each subsequent failure thereafter, a \$2,000 fine. Such fine(s)

shall become cumulative and be a lien upon the Unit enforced and collected upon by the same means and manners as described in Article II, paragraph F herein. The Association may review and adjust the above fine schedule from time to time to account for inflation.

B. Signs and Advertising. A Co-owner may install a sign not greater than two square feet identifying the Co-owner's name. Not more than one "For Sale" sign is permitted per Unit, provided it does not exceed six square feet in size. Provided that Developer may place signs in such locations and of such types as it in its sole discretion deems necessary for marketing Units, during such period as Developer owns any Unit. Temporary signs for garage sales shall be permitted.

C. Oil and Gas Development. All oil, gas, and mineral rights are hereby reserved to the Developer if not previously severed from the condominium property.

D. Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the rights and responsibilities of the Co-owners and the Association with respect to the Condominium may be made by the Developer/Association and amended from time to time by the Developer/Association, including the first Board of Directors or its successors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of 2/3 of the Co-owners.

E. Association's Rights of Access. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Subject to the foregoing and other provisions in the Master Deed and these Bylaws, each Co-owner shall be entitled to exclusive occupancy and control over the Co-owner's Unit and all Limited Common Elements appurtenant thereto.

F. 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 telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. 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.

G. Prohibited Acts.

1. No change of any kind shall be made by a Co-owner to any Common Element without the express approval of the Board of Directors.
2. No garbage (for example, but without limitation, paper, wood, tires) shall be burned or buried, nor allowed to accumulate, on any Unit or Common Element. Nothing herein shall be interpreted to prohibit properly maintained and coverable fire pits so long as such fire pits do not unreasonably interfere with neighbors' quiet enjoyment of their property.
3. No Co-owner, invitee, guest, or contractor shall dispose of any chemical, toxic or hazardous substances on the Condominium Project or introduce such materials into any sewage treatment system contrary to local, state or federal law.

H. Reserved Rights of Developer.

1. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained herein shall apply to the commercial activities or signs or billboards of the Developer with respect to unsold Units owned by the Developer. Notwithstanding anything to the contrary elsewhere herein contained, until all Units in the entire planned Condominium are sold by Developer, Developer shall have the right to maintain storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by Developer.
2. Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-owners and all persons having interests in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements, and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws so long as Developer owns any Unit which Developer offers for sale, which right to enforcement shall include without limitation an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

- I. Units 91 and 92. None of the restrictions contained in Article VI and VII shall be applicable to Units 91 and/or 92 if the Developer contracts/removes them from the Project and/or elects to develop one or both as separate projects.

ARTICLE VIII

LEASING

- A. Before the Transitional Control Date, during the Development and Sales Period the rights of a Co-owner, including the Developer, to rent any number of Condominium Units shall be controlled by the

provisions of the Condominium documents as recorded by the Developer and shall not be changed without Developer approval. After the Transitional Control Date, the Association may amend the Condominium documents as to the rental of Condominium Units or terms of occupancy. The amendment shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with this section and executed before the effective date of the amendment, or Condominium Units that are owned or leased by the Developer.

B. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a Condominium Unit to potential lessees or occupants and, at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the Condominium documents. The Co-owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation and the term of the proposed arrangement. No Unit shall be leased for a period of less than one (1) month without the prior written consent of the Association.

C. Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium documents of the Condominium Project and all leases and rental agreements shall so state.

D. If the Association determines that the tenant or non-Co-owner occupant failed to comply with the conditions of the Condominium documents, the Association shall take the following action:

1. The Association shall notify the Co-owner by certified mail, advising of the alleged violation by the tenant. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
2. 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 both eviction against the tenant or non-Co-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the general common elements caused by the Co-owner or tenant in connection with the Condominium Unit or Condominium Project.

E. 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 fall due and pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after

being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

1. Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
2. Initiate proceedings pursuant to Paragraph D2.

#### ARTICLE IX

#### MORTGAGES

A. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units". The information relating to mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to mortgagees concerning actions requiring consent from or notice to mortgagees under the Condominium Documents or the Act, including but not limited to the following:

1. The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit.
2. 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 Unit that is not cured within sixty (60) days.

B. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium, if any, against fire, perils covered by extended coverage and vandalism and malicious mischief and the amounts of such coverage.

C. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit on the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

D. The Association shall give timely notice to all mortgagees of: (1) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage; (2) any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (3) a lapse, cancellation or material modification of any insurance policy maintained by the Association; and (4) any proposed action that requires the consent of a specified percentage of mortgagees.

#### ARTICLE X

#### COVENANT TO BUILD AND OPTION TO PURCHASE

A. Covenant to Build. Each Owner of a Unit in the Condominium, by acceptance of a deed of

conveyance or land contract from Developer, agrees to commence construction of a residence on the Owner' s Unit, inconformity with the restrictions in the Condominium Documents, not later than 36 months from the date on which the deed or contract is delivered to the Owner.

B. Option to Repurchase. If construction of a residence on the Unit has not commenced within the 36-month period provided by this Article, Developer will have the option to repurchase the Unit at any time after the expiration of the period for construction, by payment to the Owner of the purchase price paid by the Owner or the Owner's predecessors to the Developer when the Owner acquired the Unit (less all actual and reasonable costs and expenses incurred by Developer related to such repurchase, including legal fees, transfer taxes, recording costs, etc.). Developer may exercise this option by giving written notice to the Owner, and the repurchase shall be closed within 10 days from the date of the notice. At closing, Developer will pay the purchase price to the Owner, and the Owner will deliver to Developer a warranty deed free and clear of all liens and encumbrances other than those reflected on the original title policy under which the Owner received title. This option shall run with the land.

C. Right of First Refusal. If an Owner does not construct a residence on the Unit and desires to sell, assign, transfer, or convey the Unit to another party within five years from the date of receiving a deed or land contract from Developer, Developer shall have an option to repurchase the Unit for a purchase price at the lesser of the price for which the Owner proposes to transfer the Unit to another party or the purchase price paid by the Owner or the Owner's predecessors to Developer.

Developer shall have 30 days after receiving notice from the Owner of their intention to sell, transfer, or convey the Unit in which to elect to repurchase. The option may be exercised by giving written notice to the Owner and the repurchase shall be closed within 10 days from the date of the notice. At closing, Developer will pay the purchase price to the Owner, and the owner shall deliver to Developer a warranty deed clear of all liens and encumbrances other than those reflected on the original title policy under which the Owner received title to the Unit. This option shall run with the land. If the Owner breaches its duties under this Right of First Refusal, Developer shall have the right to acquire the Unit from the subsequent buyer on the same price and terms, within 90 days of the Developer having learned of the violative transfer.

## ARTICLE XI

### AMENDMENTS

A. Amendments to these Bylaws may be proposed by the Developer, by the Board of Directors of the Association acting upon the vote of the majority of the Directors, or by more than one-half- (1/2) or more in number of the members or by instrument in writing signed by them.

B. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called, or written ballot and explanation of same mailed to all Co-owners, in accordance with the provisions of the Association Bylaws.

C. Except as expressly limited in Paragraph E of this Article X, these Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, or by written ballot, by an affirmative vote of not less than two-thirds (2/3) of all Co-owners in number.

D. Prior to the First Annual Meeting of Members, these Bylaws may be amended by the First Board of Directors upon proposal of amendments by Developer without approval from any person to make such amendments as shall not increase or decrease the benefits or obligations or materially affect the rights of any member of the Association.

E. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds in Leelanau.

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

## ARTICLE XII

### 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 XIII

### 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 XIIIIV

### REMEDIES FOR DEFAULT

A. Any default by an Owner or 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 a 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.

D. Recovery of Costs and Attorney's Fees. The Association shall be entitled to recover from the responsible Co-owner, lessee, tenant, non-Co-owner resident and/or guest, the pre-litigation costs and attorney fees, including those incurred in bankruptcy proceedings and/or probate proceedings, incurred in obtaining any of their compliance with the Condominium Documents and the Act. A Co-owner, if successful in suing another Co-owner, lessee, tenant, non-Co-owner resident and/or guest, shall be entitled to recover from the responsible Co-owner, lessee, tenant, non-Co-owner resident and/or guest the costs and attorney's fees incurred in obtaining any of their compliance with the Condominium Documents and the Act. The Association shall have no responsibility to collect or enforce any judicial or administrative orders against or obtained by a Co-owner against another Co-owner, lessee, tenant, non-Co-owner resident

and/or guest. In any proceeding arising because of an alleged default by a Co-owner, lessee, tenant, non-Co-owner resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding, including all those incurred in any appellate, bankruptcy and/or probate proceedings, 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 costs and/or attorney fees from the Association or Developer. The Association, if successful, also shall be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter asserted against the Association from the Co-owner asserting the claim, counterclaim or other matter, or whose lessee, tenant, non-Co-owner resident and/or guest asserted the claim, counterclaim or other matter, but in no event shall any Co-owner, lessee, tenant, non-Co-owner resident and/or guest be entitled to recover such costs and/or attorney's fees from the Association.

#### ARTICLE XV

#### 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:  
Daniel J. Dingeman, Esq.  
Dingeman & Dancer, PLC  
100 Park Street  
Traverse City, Michigan 49684  
(231) 929 0500

**REPLAT NO. 1  
LEELANAU COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 167  
EXHIBIT "B" TO THE MASTER DEED OF  
44 North, A Site Condominium  
CITY OF TRAVERSE CITY, LEELANAU COUNTY, MICHIGAN**

**DEVELOPER:**  
TML, LLC  
250 FRONT STREET, NO. 402  
TRAVERSE CITY, MI 49684

**PROPERTY DESCRIPTION:**

PART OF SECTION 33, TOWN 28 NORTH, RANGE 11 WEST, CITY OF TRAVERSE CITY, LEELANAU COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 33;  
THENCE NORTH 01°43'00" EAST, 496.60 FEET;  
ALONG THE NORTH - SOUTH ONE-QUARTER LINE OF SAID SECTION 33;  
THENCE NORTH 85°44'41" WEST, 174.00 FEET;  
THENCE NORTH 01°40'20" EAST, 20.02 FEET;  
TO THE POINT OF BEGINNING;  
THENCE NORTH 88°44'52" WEST, 780.45 FEET;  
THENCE SOUTH 01°50'04" WEST, 106.78 FEET;  
THENCE NORTH 01°29'24" WEST, 123.80 FEET;  
THENCE NORTH 04°29'24" WEST, 123.80 FEET;  
TO A POINT ON THE WEST LINE OF GOVERNMENT LOT 5 OF SAID SECTION 33;  
THENCE NORTH 01°18'31" EAST, 853.05 FEET;  
ALONG SAID WEST LINE OF GOVERNMENT LOT 5, TO A POINT ON THE NORTH LINE OF GOVERNMENT LOT 5 OF SAID SECTION 33;  
THENCE SOUTH 88°26'04" EAST, 986.58 FEET;  
ALONG SAID NORTH LINE OF GOVERNMENT LOT 5;  
THENCE NORTH 01°53'46" EAST, 100.98 FEET;  
THENCE SOUTH 88°32'29" EAST, 280.82 FEET;  
THENCE SOUTH 01°18'31" WEST, 101.81 FEET;  
THENCE SOUTH 88°26'04" EAST, 141.81 FEET;  
TO A POINT ON SAID NORTH LINE OF GOVERNMENT LOT 5;  
ALONG SAID NORTH LINE OF GOVERNMENT LOT 5;  
THENCE SOUTH 88°23'39" EAST, 963.13 FEET;  
ALONG THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 33;  
THENCE NORTH 03°10'10" EAST, 122.27 FEET;  
THENCE SOUTH 88°27'42" EAST, 448.55 FEET;  
TO THE CENTERLINE OF MAINE RAILROAD;  
THENCE SOUTH 03°37'58" WEST, 432.09 FEET;  
ALONG THE CENTERLINE OF MAINE RAILROAD;  
THENCE SOUTH 13°22'42" WEST, 284.48 FEET;  
THENCE SOUTH 13°22'42" WEST, 282.35 FEET;  
THENCE NORTH 88°42'05" WEST, 282.35 FEET;  
THENCE NORTH 01°32'44" WEST, 78.89 FEET;  
THENCE SOUTH 32°42'04" WEST, 392.29 FEET;  
THENCE NORTH 88°44'52" WEST, 6.07 FEET;  
TO THE POINT OF BEGINNING.

CONTAINS 31.84 ACRES OF LAND, MORE OR LESS.  
SUBJECT TO HIGHWAY EASEMENT RELEASE AS RECORDED IN LIBER 73, PAGE 303, LEELANAU COUNTY RECORDS.  
SUBJECT TO AN EASEMENT GRANTED TO MICHIGAN PUBLIC SERVICE COMPANY, AS RECORDED IN LIBER 69, PAGE 545, LEELANAU COUNTY RECORDS. (BLANKET EASEMENT)  
TOGETHER WITH AN EASEMENT IN FAVOR OF THE GAS COMPANY AS RECORDED IN LIBER 1182, PAGE 276, LEELANAU COUNTY RECORDS.  
TOGETHER WITH AN EASEMENT IN FAVOR OF MICHIGAN BELL TELEPHONE COMPANY AS RECORDED IN LIBER 265, PAGE 169, LEELANAU COUNTY RECORDS.  
SUBJECT TO AND TOGETHER WITH A TRAVERSE AREA RECREATIONAL TRAIL RIGHT-OF-WAY AS RECORDED IN LIBER 642, PAGE 330, LEELANAU COUNTY RECORDS.  
SUBJECT TO EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

NOTE: THE ASTERISK (\*) INDICATES AMENDED OR SUPPLEMENTAL SHEETS WHICH ARE REVISED OR ARE NEW SHEETS DATED 08-22-18. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO SHEETS PREVIOUSLY RECORDED.

**SHEET INDEX:**

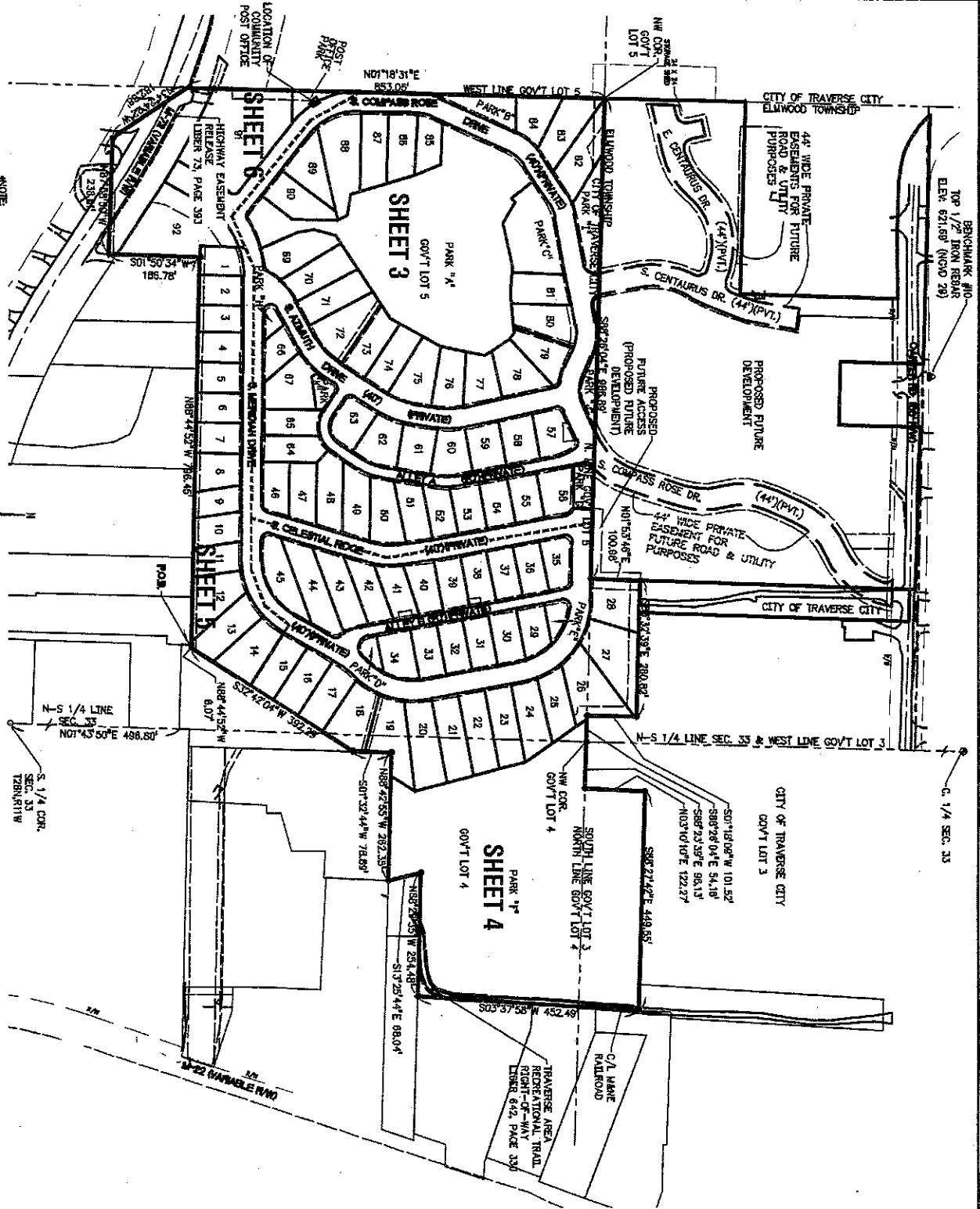
- \*1 COVER SHEET
- \*2 SURVEY PLAN - COMPOSITE
- \*3 SURVEY PLAN - DETAIL
- \*4 SURVEY PLAN - DETAIL
- \*5 SURVEY PLAN - DETAIL
- \*6 SURVEY PLAN - DETAIL
- \*7 SURVEY PLAN - PROPOSED FUTURE DEVELOPMENT ROADS
- \*8 SURVEY PLAN - EASEMENT DETAILS
- \*9 SURVEY PLAN - CURVE TABLES
- \*10 SITE PLAN - COMPOSITE
- \*11 SITE PLAN - DETAIL
- \*12 SITE PLAN - DETAIL
- \*13 SITE PLAN - DETAIL
- \*14 SITE PLAN - DETAIL
- \*15 SITE PLAN - COORDINATE TABLES
- \*16 UTILITY PLAN

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED AS PART OF THE CONSTRUCTION PERMIT APPLICATION WITH THE ENGINEERING AGENCY FOR THE STATE OF MICHIGAN. THE RELEVANT GOVERNMENTAL AGENCIES, THE ENGINEERING AGENCY AND THE LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LEGISLATION AND REGULATORY AFFAIRS.



**44 North, a site condominium  
\*COVER SHEET**

<p><b>ENGINEERING</b> SURVEYING TESTING &amp; OPERATIONS 153 West Front Street Traverse City, MI 49684</p> <p><b>gfa</b></p> <p>231.744.8274 (ext) 231.744.8701 (f)</p>	<p>PROPOSED, DATED 08-22-18</p> <p>SHEET *1</p>	<p><b>JASON A. JULLER</b> LICENSED PROFESSIONAL SURVEYOR STATE OF MICHIGAN 123 WEST FRONT STREET TRAVERSE CITY, MICHIGAN 49684</p>
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NOTE: UNIT 6B WAS REMOVED/RELETED AS PART OF REPLAT NO. 1

BEARING BASIS: MICH. CENTRAL STATE PLANE COORDINATE SYSTEM-1983 (ZONE 2112)

ANODE  
BLANKET BASEMENT  
LIBER 64, PAGE 846

**LEGEND**

- MONUMENT SET
- IRON FOUND
- IRON SET
- ▲ BENCHMARK LOCATION
- MATCH LINE

**44 North, a site condominium**  
Survey Plan - Composite (REPLAT NO. 1)

ENGINEERING  
SURVEYING  
TESTING & OPERATIONS  
TRAVERSE CITY, MICHIGAN

**gfo**

201 W. 1/4 COR. SEC. 33 T28N, R11W

201 W. 1/4 COR. SEC. 33 T28N, R11W

PROPOSED, DATED:  
08-22-18

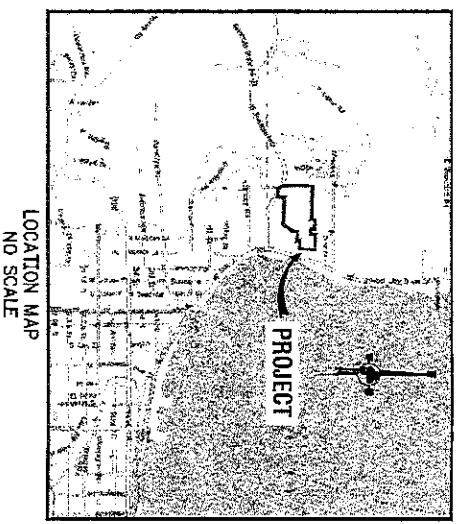
SHEET \*2

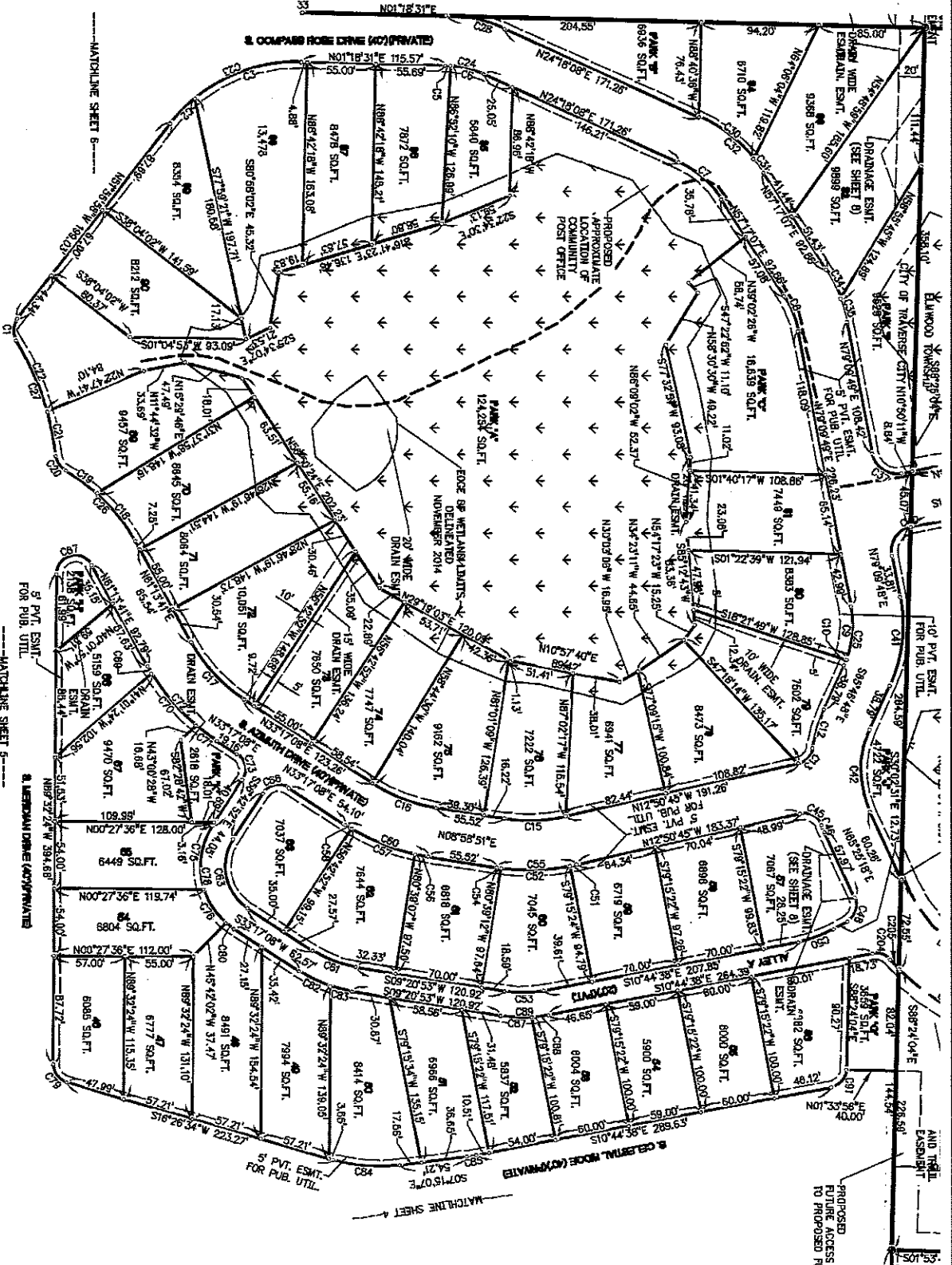
JASON A. AUBLETT  
PROFESSIONAL SURVEYOR  
LICENSE NO. 96905  
GOLDIE-TRAVERSE, INC.  
123 WEST FRONT STREET  
TRAVERSE CITY, MICHIGAN 49884



I, JASON A. AUBLETT, REGISTERED SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS 44 NORTH, A SITE CONDOMINIUM, LELANAU COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED THAT THE REQUIRED MEASUREMENTS AND PROPERTY LINES HAVE BEEN PLACED IN THE RECORD AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF THE PUBLIC ACTS OF 1978, THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

DATE: 08-23-18





NOTE: UNIT 68 WAS REMOVED/DELETED AS PART OF REPLAT NO. 1

BEARING BASIS: MICH. CENTRAL STATE PLANE COORDINATE SYSTEM--1983 (ZONE 2112)

**LEGEND**

- MONUMENT SET
- IRON FOUND
- IRON SET
- ▲ BENCH MARK LOCATION
- ◊ WETLANDS

**44 North, a site condominium**  
 \*Survey Plan - Detail (REPLAT NO. 1)

ENGINEERING  
 JOURNALING  
 TESTING & SURVEYING  
 123 West Front Street  
 Traverse City, MI 49806

gfo

PHOTO/VIDEO  
 231.546.8124 (t)  
 231.943.8303 (f)

PROPOSED, DATED  
 08-22-18

SHEET 43

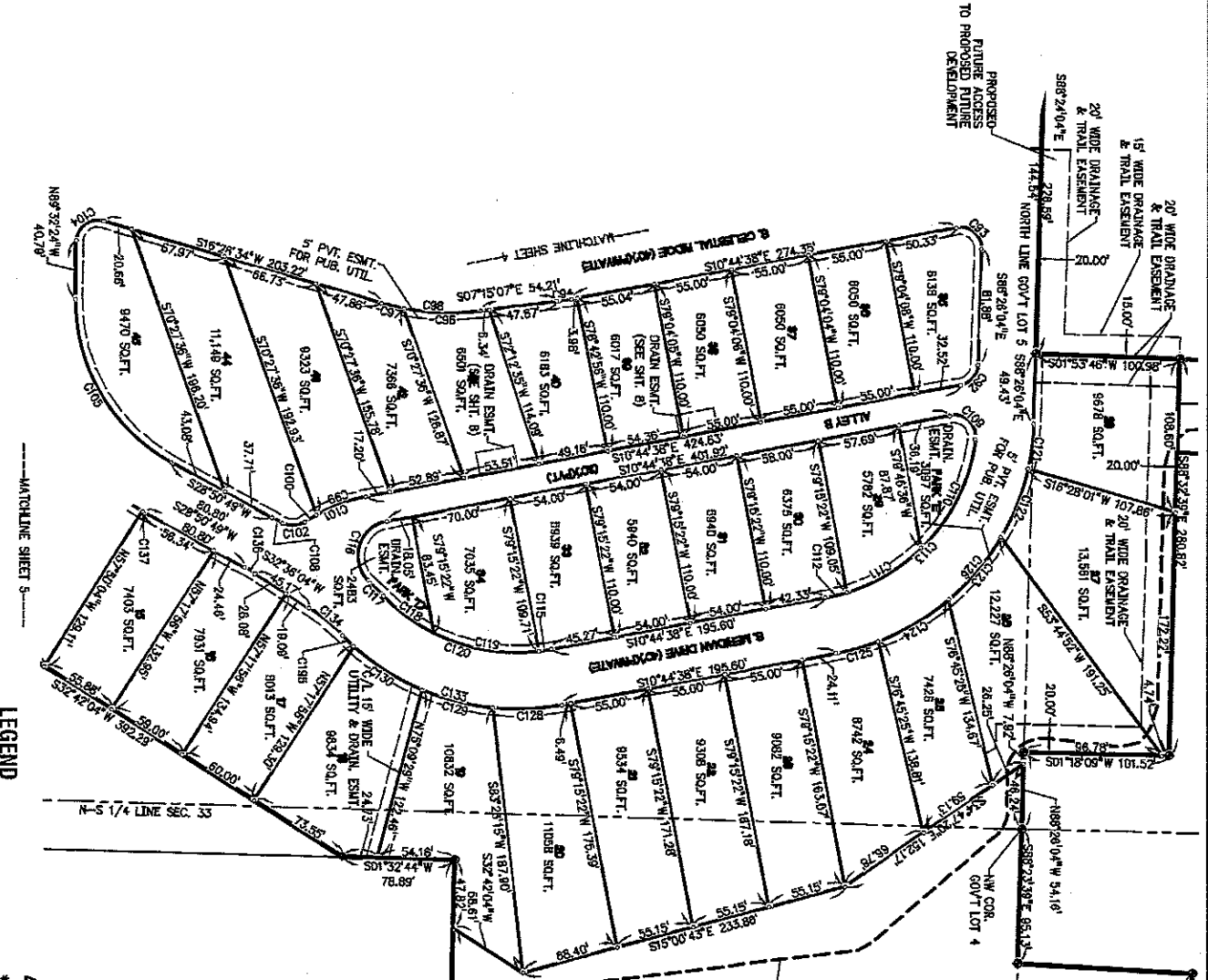
*[Handwritten Signature]*



ASST. & JUDENBERG  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 59825  
 GOURDIE-FRASER, INC.  
 123 WEST FRONT STREET  
 TRAVERSE CITY, MICHIGAN 49884

18277

BEARING BASIS: MICH. CENTRAL STATE PLANE  
 COORDINATE SYSTEM--1803 (ZONE 2112)



**LEGEND**

- MONUMENT SET
- IRON FOUND
- IRON SET
- ▲ BENCH MARK LOCATION
- ◀ WETLANDS

**44 North, a site condominium**  
 \*Survey Plan -- Detail (REPLAT NO. 1)

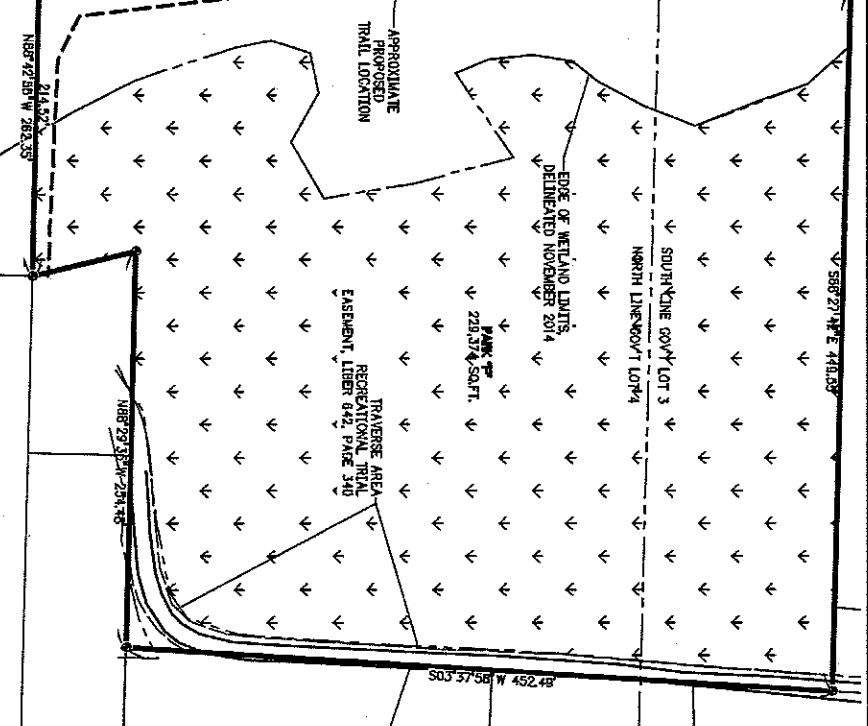
ENGINEERING  
 JASON A. JILBERG  
 133 WEST FRONT STREET  
 TRAVERSE CITY, MI 49884

gfo

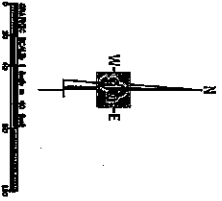
231.546.8972 (o)  
 231.546.3709 (f)

PROPOSED, DATED  
 08-22-18  
 SHEET 44

JASON A. JILBERG  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 85973-0  
 GORDON-FRANSEN, INC.  
 123 WEST FRONT STREET  
 TRAVERSE CITY, MICHIGAN 49884



BEARING BASIS: MICH. CENTRAL STATE PLANE  
 COORDINATE SYSTEM--1083 (ZONE 2112)



- LEGEND**
- MONUMENT SET
  - IRON FOUND
  - IRON SET
  - ▲ BENCH MARK LOCATION
  - ▽ WETLANDS

**44 North, a site condominium**  
 Survey -- Detail Plan (REPLAT NO. 1)

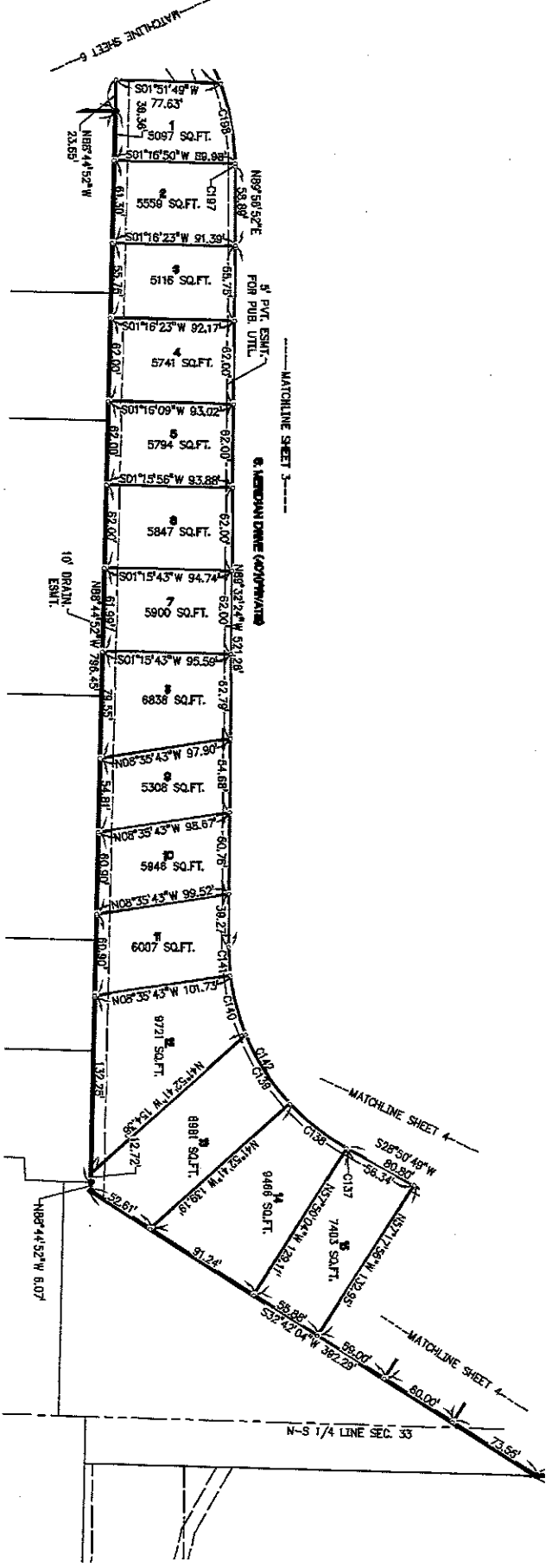
ENGINEERING  
 SURVEYING  
 TESTING & DESIGN INC.  
 123 West Front Street  
 Traverse City, Michigan



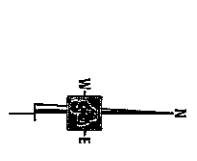
http://gdcinc.com  
 231.944.8874 (tel)  
 231.944.8800 (f)

PROPOSED, DATED  
 08-22-18  
 SHEET 45

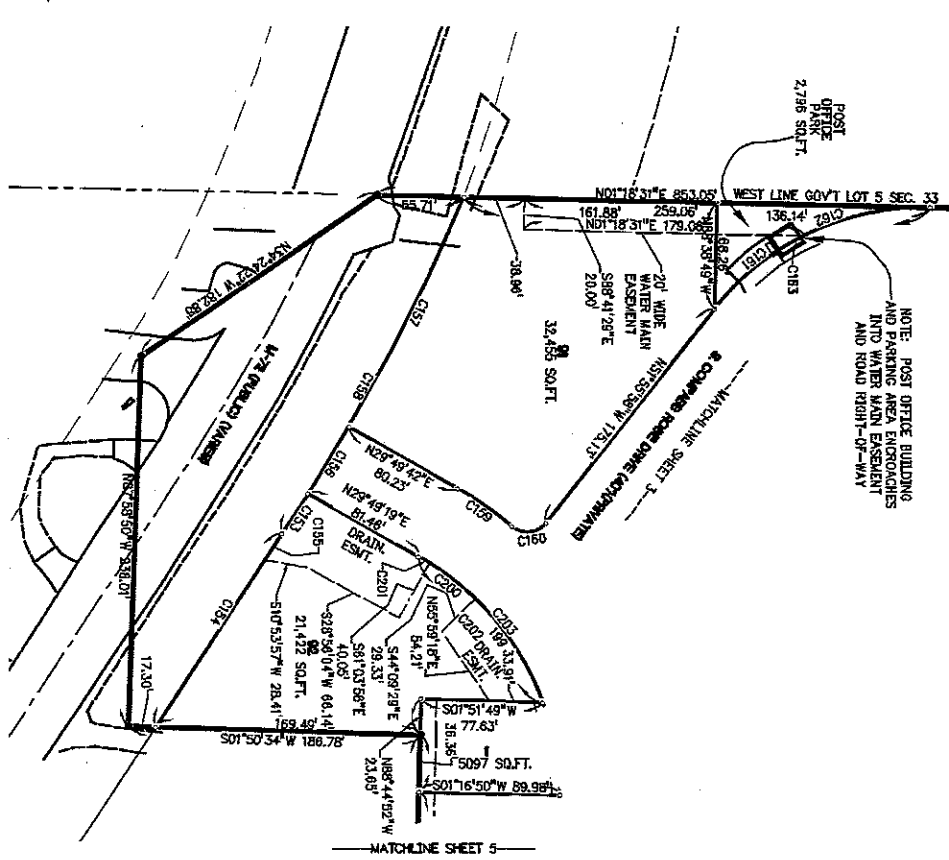
JASON A. JUDASZ  
 LICENSED SURVEYOR  
 GOLDER-TRASKER, INC.  
 123 WEST FRONT STREET  
 TRAVERSE CITY, MICHIGAN 49884



CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	18.33	15.00	070°01'37"	N86°56'48"W	17.21
C2	28.42	130.00	032°31'42"	N44°40'09"W	28.37
C3	92.38	130.00	040°42'49"	N19°02'53"W	90.44
C5	4.31	90.00	003°05'01"	N02°31'01"E	4.30
C6	27.80	90.00	019°54'38"	N14°20'50"E	27.68
C7	46.03	90.00	032°59'59"	N40°47'38"E	45.42
C8	30.56	90.00	021°52'42"	N88°13'28"E	30.36
C9	43.93	90.00	031°27'57"	S85°06'17"E	43.39
C10	5.01	90.00	003°35'26"	S87°34'31"E	5.01
C12	32.50	120.00	015°31'05"	S73°32'21"E	32.40
C13	17.92	15.00	088°27'09"	S47°04'20"E	18.87
C15	48.52	130.00	021°49'35"	N01°55'57"W	48.22
C16	55.15	130.00	024°18'17"	N21°07'59"E	54.75
C17	63.40	130.00	027°56'33"	N47°16'25"E	62.77
C18	49.62	146.42	019°25'08"	N81°31'09"E	49.39
C19	31.52	146.42	012°19'56"	N35°38'38"E	31.45
C20	14.28	15.00	088°43'22"	S88°48'21"W	13.76
C21	36.90	219.97	000°36'36"	S79°13'43"W	36.85
C22	62.90	219.97	016°22'55"	S88°15'56"W	62.88
C33	120.80	130.00	053°14'26"	N25°18'43"W	118.50
C34	32.11	90.00	022°58'37"	N12°48'20"E	31.89
C35	48.95	90.00	035°03'23"	S83°18'30"E	48.18
C26	81.14	146.42	031°48'02"	N48°21'01"E	80.10
C27	96.79	219.97	025°58'33"	S71°02'15"W	98.94
C28	48.16	120.00	022°58'37"	N12°48'20"E	47.94
C30	55.46	120.00	026°28'46"	N37°33'01"E	55.00
C31	13.59	120.00	006°29'14"	N8°02'31"E	13.58
C32	69.08	120.00	032°38'59"	N40°47'38"E	68.13
C34	26.20	120.00	012°20'33"	N63°12'29"E	26.15
C35	19.62	120.00	009°22'08"	N74°28'45"E	19.60
C37	31.42	20.00	090°00'00"	N34°09'49"E	28.28
C40	31.42	20.00	090°00'00"	S85°58'11"E	28.28
C41	73.42	120.00	035°03'23"	S83°18'30"E	72.28
C42	68.14	90.00	048°47'54"	N88°49'15"E	66.09
C45	21.28	15.00	081°18'03"	S27°48'16"W	19.54
C46	6.35	120.00	003°02'00"	S68°56'18"W	6.35
C48	21.97	15.00	083°55'44"	S72°39'59"E	20.08
C50	30.31	90.00	019°17'84"	S20°23'35"E	30.17
C51	5.71	170.00	001°55'25"	S11°53'02"E	5.71
C52	65.39	170.00	016°40'08"	N01°35'17"W	65.14
C53	31.56	90.00	020°09'31"	S00°41'52"E	31.40
C54	3.66	170.00	001°14'06"	S08°11'48"W	3.66
C55	64.76	170.00	021°49'35"	N01°55'57"W	64.37
C56	10.92	170.00	003°38'53"	N10°48'17"E	10.92
C57	55.39	170.00	016°40'08"	N21°07'59"E	55.15
C58	5.90	170.00	001°59'15"	N32°17'39"E	5.90
C60	72.11	170.00	024°18'17"	N21°07'59"E	71.57
C61	37.80	90.00	023°56'19"	S21°07'00"W	37.33
C63	82.83	40.00	090°00'00"	S78°17'09"W	55.57



- LEGEND**
- MONUMENT SET
  - IRON POUND
  - ◊ IRON SET
  - ▲ BENCH MARK LOCATION



**44 North, a site condominium**  
 \*Survey Plan - Detail (REPLAT NO. 1)

ENGINEERING  
 TESTING & OBSERVATIONS  
 123 West Front Street  
 Traverse City, MI 49860

**gfo**

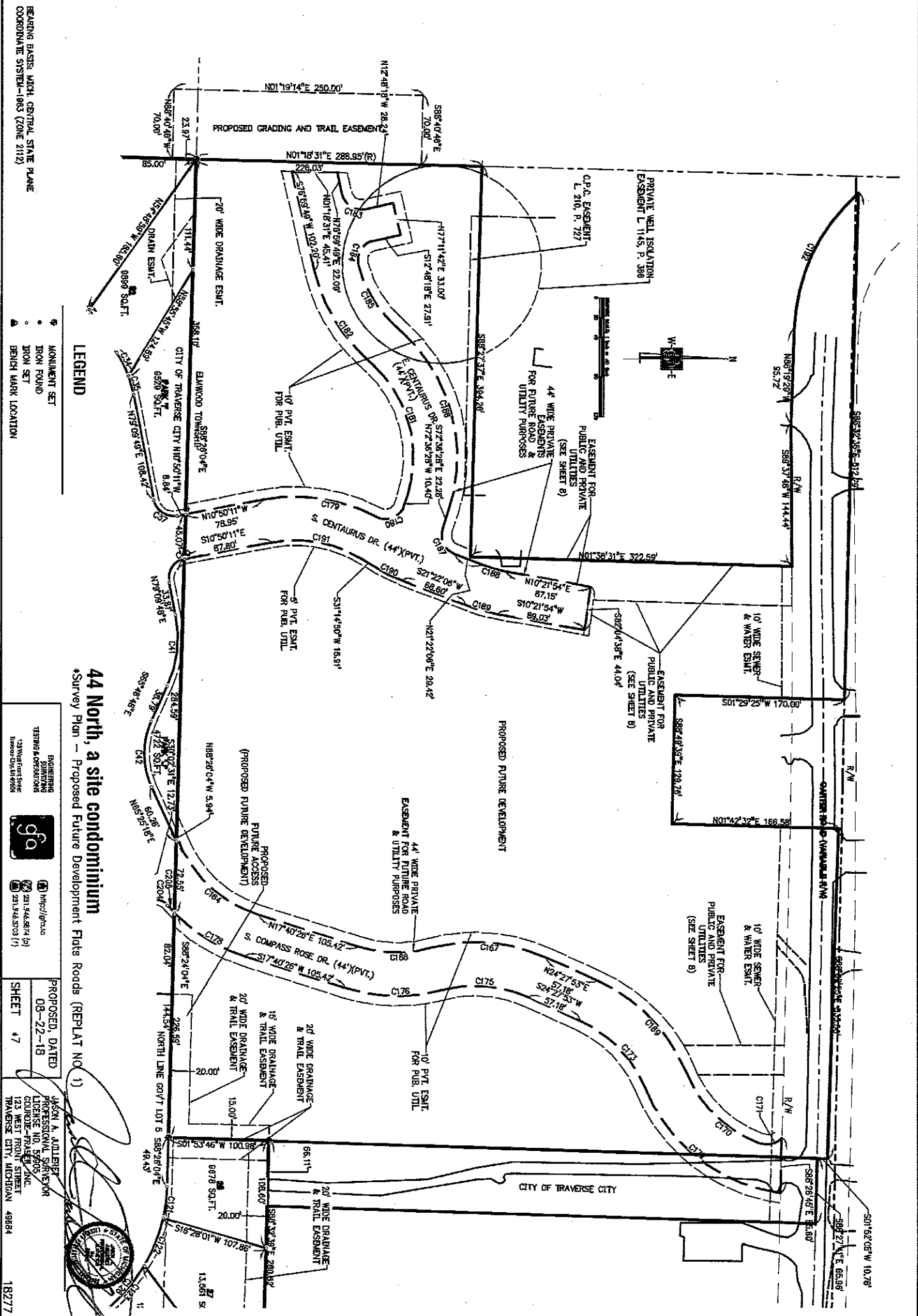
① JTRAVIS/jtravis  
 ② 231.346.8874 (t)  
 ③ 231.346.8939 (f)

PROPOSED, DATED  
 08-22-18

**JASON A. JUDLER**  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 51892  
 GOURDIE-FRASER, INC.  
 123 WEST FRONT STREET  
 TRAVERSE CITY, MICHIGAN 49864







BEARING BASIS: MICH. CENTRAL STATE PLANE  
 COORDINATE SYSTEM-1083 (ZONE 2112)

**LEGEND**

- ⊕ MONUMENT SET
- IRON FOUND
- ⊙ BENCH SET
- ▲ BENCH MARK LOCATION

**44 North, a site condominium**  
 \*Survey Plan - Proposed Future Development Flats Roads (REPLAT NO. 1)

ENGINEERING  
 JAMES A. ADLERBERG  
 123 WEST FRONT STREET  
 TRAVERSE CITY, MI 49884

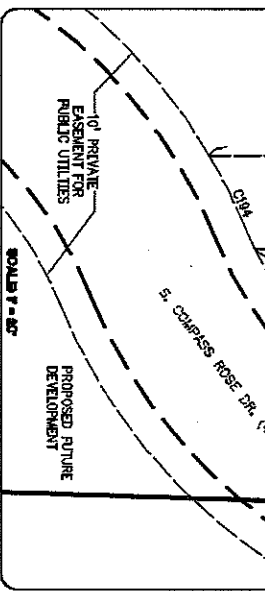
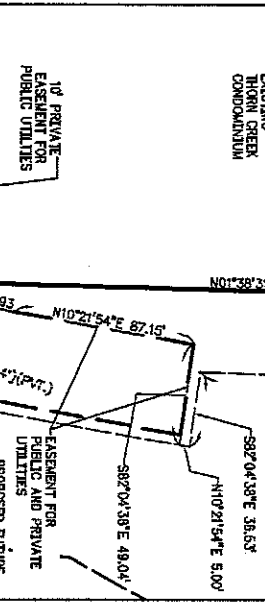
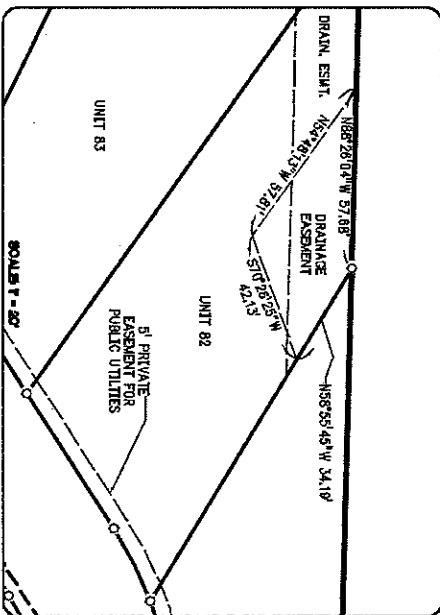
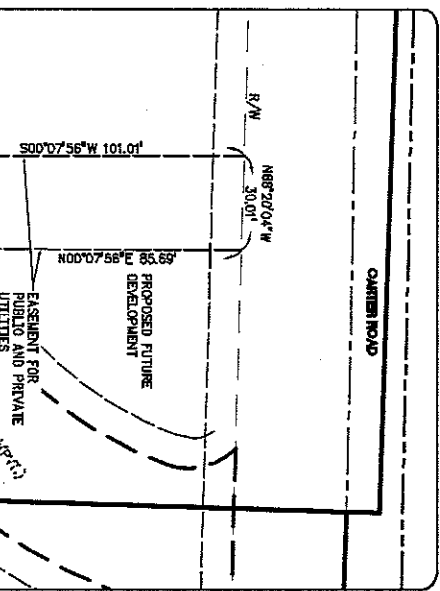
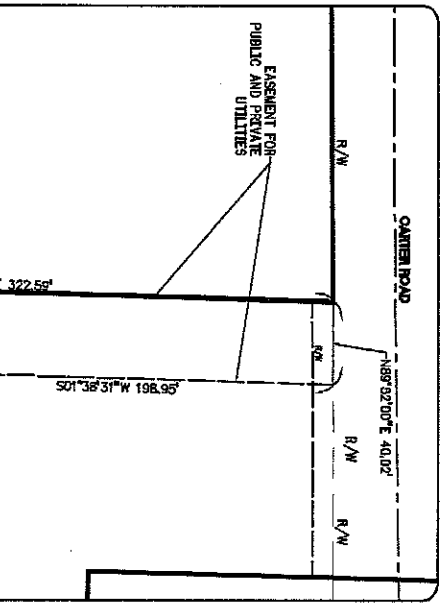
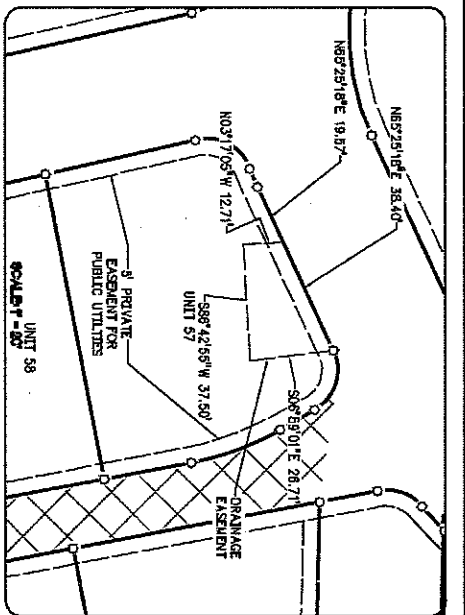
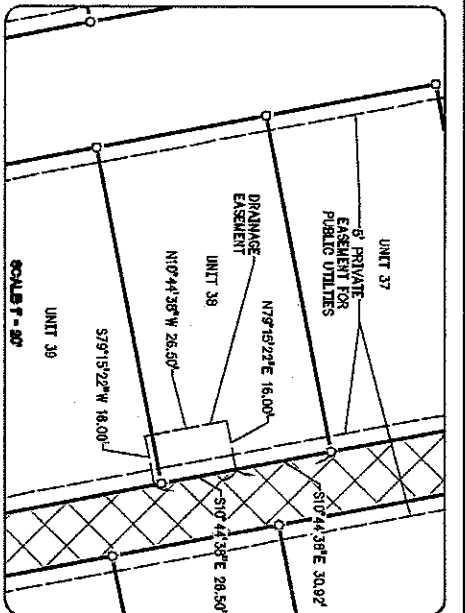
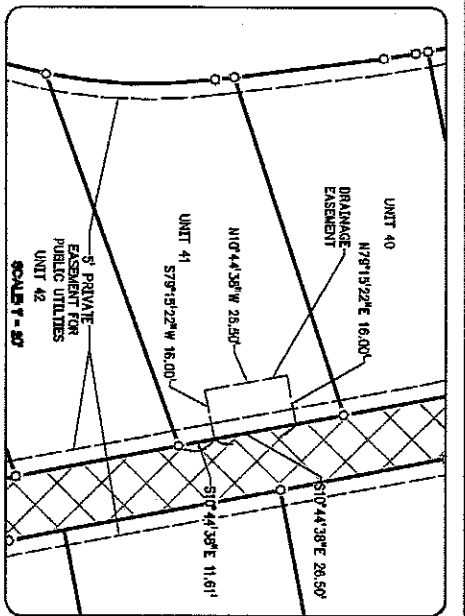


PROPOSED, DATED  
 08-22-18  
 SHEET 47

JAMES A. ADLERBERG  
 LICENSE NO. 56825  
 GEODESIC SURVEYING  
 123 WEST FRONT STREET  
 TRAVERSE CITY, MICHIGAN 49884



18277



BEARING BASE: NAD 83 CENTRAL STATE PLANE  
 COORDINATE SYSTEM-1983 (ZONE 2112)

**LEGEND**

- ◆ MONUMENT SET
- IRON POUND
- IRON SET
- ▲ BENCH MARK LOCATION
- ◊ WETLANDS

**44 North, a site condominium**

\*Survey Plan - Easement Details (REPLAT NO. 1)

ENGINEERING  
 TESTING & OBSERVING  
 153 West Perry Street  
 Traverse City, MI 49782



① info@etob.com  
 ② 231.544.8924 (p)  
 ③ 231.544.8939 (f)

PROPOSED, DATED  
 08-22-18  
 SHEET \*8

ASON & ADLER  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 55903  
 GOURDIE-FRASER, INC.  
 123 WEST FRONT STREET  
 TRAVERSE CITY, MICHIGAN 49884



18277

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C36	23.56	15.00	090°00'00"	S14°42'52"E	21.21
C37	39.47	15.00	150°49'05"	N14°09'21"W	28.03
C38	8.78	170.00	002°17'12"	N69°05'09"E	8.78
C39	65.24	170.00	018°37'07"	N49°37'56"E	55.00
C40	20.88	170.00	007°02'14"	N56°48'15"E	20.87
C41	82.91	170.00	027°56'33"	N47°15'25"E	82.90
C42	23.56	15.00	089°00'00"	S78°17'08"W	21.21
C43	53.52	60.00	051°06'31"	S82°18'08"E	51.76
C44	32.98	60.00	031°28'22"	N65°28'29"E	32.95
C45	94.25	60.00	069°00'00"	S78°17'08"W	84.85
C46	19.38	15.00	074°01'33"	S43°27'05"W	18.05
C47	7.77	60.00	007°25'08"	S36°59'41"W	7.78
C48	28.04	110.00	014°38'18"	S25°38'59"W	27.96
C49	17.92	110.00	009°19'57"	S14°00'52"W	17.90
C50	53.76	130.00	025°41'41"	S04°35'43"W	53.39
C51	7.92	130.00	003°29'30"	S08°59'53"E	7.92
C52	28.19	110.00	015°07'07"	S02°47'20"W	28.13
C53	13.38	110.00	005°58'24"	S07°15'29"E	13.38
C54	38.57	110.00	020°09'31"	S00°41'52"E	38.38
C55	37.03	110.00	019°17'54"	S02°23'35"E	36.88
C56	20.34	15.00	077°41'28"	S48°39'21"E	18.82
C57	20.34	15.00	102°18'34"	N44°24'39"E	23.37
C58	28.76	15.00	003°29'30"	S08°59'53"E	10.38
C59	84.11	170.00	018°41'17"	S04°52'01"W	53.89
C60	15.18	170.00	025°27'24"	S13°42'02"W	16.18
C61	70.30	170.00	025°41'41"	S04°35'43"W	60.80
C62	37.18	110.00	019°22'07"	S20°28'41"E	37.01
C63	8.70	110.00	003°03'09"	S32°38'19"E	8.70
C64	46.23	110.47	025°59'48"	S22°48'55"E	45.80
C65	17.42	15.00	086°31'31"	S01°24'08"E	16.45
C66	27.78	15.00	105°08'57"	S36°32'55"E	23.86
C67	139.80	130.00	081°36'47"	S34°38'13"W	133.18
C68	7.48	170.00	022°30'49"	S37°09'14"W	7.46
C69	28.20	15.00	107°43'12"	S43°06'58"W	24.23
C70	87.03	130.00	038°21'21"	S05°59'49"E	85.41
C71	61.27	130.00	027°00'14"	S31°10'11"E	60.70
C72	15.70	130.00	006°35'17"	S14°12'16"E	15.59
C73	104.00	130.00	072°18'52"	S46°53'04"E	153.34
C74	8.74	130.00	003°51'08"	S05°48'03"E	8.74
C75	85.78	28.00	127°48'25"	S14°37'50"E	44.80
C76	13.45	170.00	004°32'00"	S45°44'57"W	13.45
C77	44.21	130.00	019°28'08"	S38°16'24"W	44.00
C78	76.83	130.00	033°25'23"	S08°48'10"W	74.76
C79	128.78	130.00	058°45'35"	S17°38'10"W	123.89
C80	32.20	170.00	010°51'13"	S83°02'27"E	32.15
C81	82.12	170.00	017°53'57"	S68°47'15"E	81.91
C82	57.18	170.00	019°16'16"	S59°22'46"E	56.91
C83	98.02	170.00	018°33'19"	S39°57'59"E	67.74

**CURVE TABLE**


CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C165	30.99	170.00	010°28'42"	S15°57'59"E	30.96
C166	23.56	170.00	077°41'28"	S48°39'21"E	23.25
C167	48.89	170.00	016°24'33"	S02°24'31"E	48.82
C168	51.32	170.00	017°17'53"	S14°18'52"W	51.13
C169	67.43	170.00	019°21'26"	S32°38'32"W	67.18
C170	168.41	170.00	038°43'35"	S17°38'10"W	161.61
C171	30.44	130.00	015°24'53"	S39°18'30"W	30.37
C172	8.92	130.00	003°43'16"	S38°43'16"W	8.82
C173	0.89	170.00	000°17'56"	S28°59'47"W	0.89
C174	53.49	170.00	018°01'37"	S38°08'22"W	53.27
C175	61.14	170.00	020°36'18"	S67°28'30"W	60.81
C176	45.97	170.00	015°28'42"	S75°31'31"W	45.83
C177	21.33	170.00	007°11'15"	S16°51'59"W	21.31
C178	182.81	170.00	081°38'47"	S98°39'13"W	174.13
C179	30.86	130.018	001°19'15"	N67°02'22"W	30.66
C180	148.17	24208.41	000°21'03"	N66°50'17"W	148.17
C181	19.88	24208.34	007°02'49"	N66°59'23"W	19.88
C182	50.52	1330.18	002°18'34"	N68°47'16"W	50.51
C183	185.05	1330.18	007°06'33"	N65°26'49"W	184.94
C184	246.23	1330.18	010°36'21"	N61°40'55"W	245.87
C185	42.71	230.00	010°38'28"	N35°08'58"E	42.65
C186	24.10	15.00	092°24'07"	N03°43'54"W	21.65
C187	74.68	170.00	028°10'08"	N38°20'54"W	74.68
C188	83.29	170.00	028°04'21"	N12°43'39"W	82.48
C189	157.88	170.00	035°12'42"	N48°17'50"W	152.27
C190	73.25	128.00	032°22'04"	N44°21'29"E	114.88
C191	118.82	172.00	036°34'47"	N04°40'28"E	116.47
C192	130.81	172.00	045°28'33"	N46°12'59"E	127.40
C193	179.88	172.00	047°15'42"	N44°18'35"E	102.62
C194	24.42	21.00	085°38'03"	N12°38'17"W	23.07
C195	179.88	172.00	045°51'10"	S38°00'51"W	171.82
C196	97.13	128.00	045°28'33"	S46°12'59"W	94.81
C197	88.42	128.00	036°34'47"	S04°40'29"W	88.67
C198	98.43	172.00	032°47'22"	S01°16'48"W	97.09
C199	84.28	172.00	028°04'28"	S31°42'40"W	83.44
C200	117.06	172.00	035°58'38"	N08°39'37"E	114.81
C201	35.17	20.00	100°45'53"	N22°13'31"W	30.81
C202	144.22	128.00	084°33'26"	S25°06'48"W	136.71
C203	102.55	172.00	034°09'43"	S59°54'18"W	101.04
C204	31.35	20.00	089°48'07"	N32°09'48"E	28.24
C205	32.25	20.00	092°23'01"	S88°59'49"E	28.87
C206	71.44	128.00	031°58'36"	N69°49'29"E	70.81
C207	193.80	172.00	084°33'26"	N75°08'48"E	183.71
C208	30.03	20.00	086°01'28"	N64°22'49"E	27.29
C209	24.88	128.00	01°10'12"	N15°02'09"E	24.64
C210	33.03	172.00	01°10'12"	S15°52'00"W	32.98
C211	28.86	172.00	009°32'44"	S26°18'28"W	28.62
C212	84.82	128.00	042°03'01"	S107°12'20"W	81.92

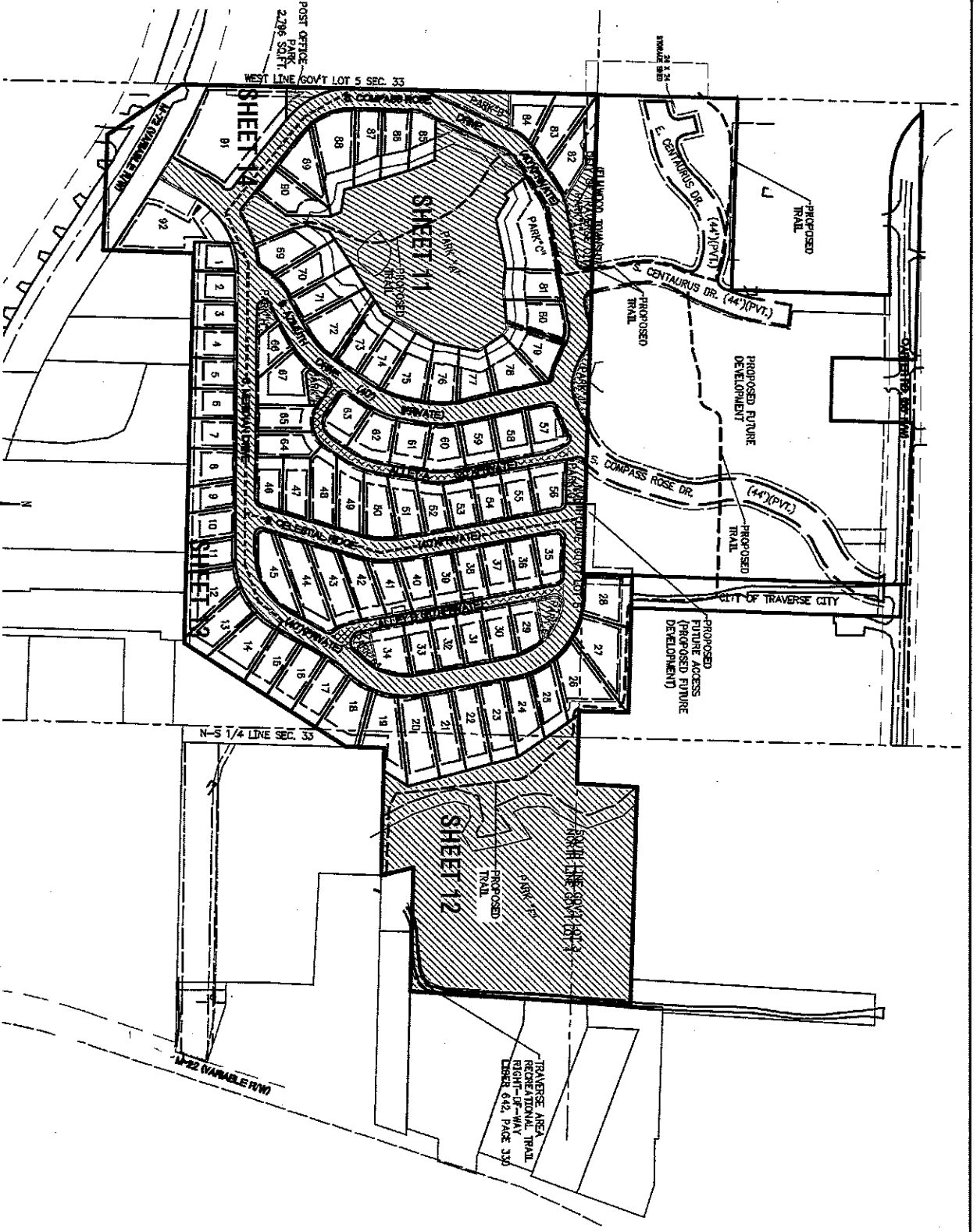
**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C192	186.17	193.00	046°21'49"	N65°08'55"W	181.95
C193	24.58	182.00	011°00'12"	N15°52'00"E	24.54
C194	28.31	182.00	003°16'07"	N63°47'07"E	28.29
C195	10.98	170.00	003°41'43"	S44°10'06"W	10.96
C196	2.42	178.40	000°48'22"	S89°53'41"W	2.42
C197	80.78	178.40	018°24'47"	S78°28'08"W	80.49
C198	79.81	178.40	025°31'21"	S67°00'02"W	79.25
C199	37.00	178.40	011°48'59"	S38°19'52"W	36.83
C200	8.14	178.40	002°35'04"	S31°07'21"W	8.14
C201	128.10	178.40	039°57'13"	S49°47'08"W	122.88
C202	188.30	178.40	060°08'23"	S59°52'41"W	178.78
C203	18.71	15.00	060°02'22"	S16°16'33"W	16.00
C204	10.84	172.00	003°32'48"	S47°31'19"W	10.84

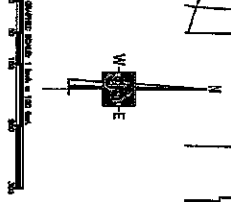
**44 North, a site condominium**  
 \*Survey Plan - Curve Tables (REPLAT NO. 1)

ENGINEERING  
 TESTING & DESIGN  
 133 West Front Street  
 Traverse City, MI 49884  
  
 231.946.8274  
 231.946.5703 (t)

PROPOSED, DATED  
 08-22-18  
 SHEET 49  
  
 JASON A. HILBERT  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 85903  
 GROUNDWATER, INC.  
 123 WEST FRONT STREET  
 TRAVERSE CITY, MICHIGAN 49884  
 18277



NOTE: UNIT 82 WAS REMOVED/OMITTED AS PART OF REPLAT NO. 1



### 44 North, a site condominium

\*Site Plan - Composite (REPLAT NO. 1)

ENGINEERING  
SURVEYING  
RESIDUAL OPERATIONS  
131 West Front Street  
Traverse City, MI 49884



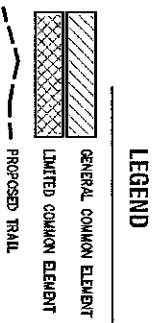
http://gfo.mic  
231.944.8274 (t)  
231.944.3700 (f)

PROPOSED, DATED  
08-22-18  
SHEET 410

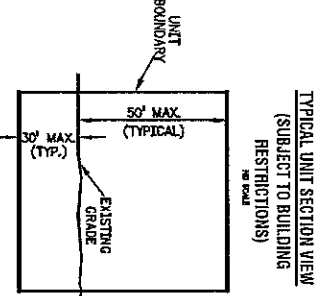
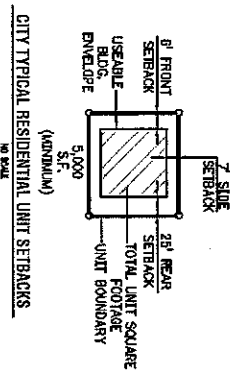
ASSON & MILLER  
REGISTERED PROFESSIONAL ENGINEERS  
LICENSE NO. 56005  
501001E - FRASER, INC.  
123 WEST FRONT STREET  
TRAVERSE CITY, MICHIGAN 49884

*[Handwritten Signature]*

ALL THE IMPROVEMENTS SHOWN HEREON  
NEED NOT BE BUILT.



- NOTES
- UNITS 11 THRU 27 AND 29 THRU 34 SHALL HAVE A MAXIMUM BUILDING HEIGHT OF 28 FEET.
  - UNITS 35-45 SHALL HAVE A MAXIMUM BUILDING HEIGHT OF 30 FEET.



NOTE: UNIT 68 WAS REMOVED/DELETED AS PART OF REPLAT NO. 1

BEARING BASIS: MICH. CENTRAL STATE PLANE COORDINATE SYSTEM—1983 (ZONE 2112)



ALL THE IMPROVEMENTS SHOWN HEREON NEED NOT BE BUILT.

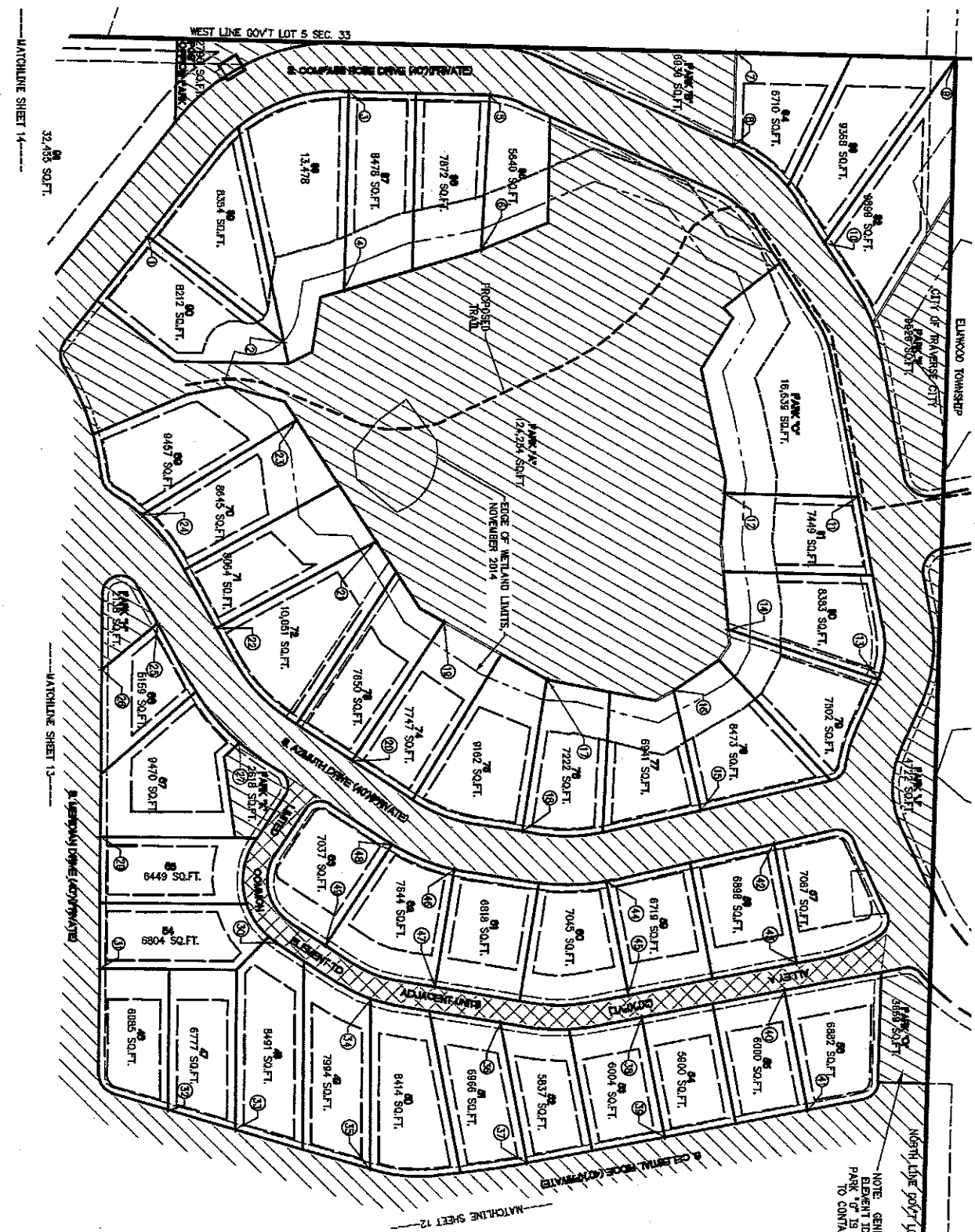
ENGINEERING TESTING & SURVEYING 15300 West Line Street Howell, MI 48840	
213134.AMB2 (a) 213134.A5203 (1)	213134.AMB2 (a) 213134.A5203 (1)

PROPOSED, DATED  
 08-22-18  
 SHEET 411

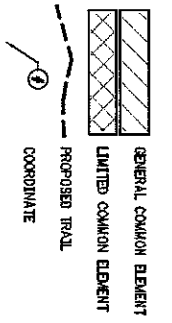
JASON A. JADLER  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 86296  
 GORDON-FRAASER, INC.  
 123 WEST FRONT STREET  
 TRAVERSE CITY, MICHIGAN 49884

# 44 North, a site condominium

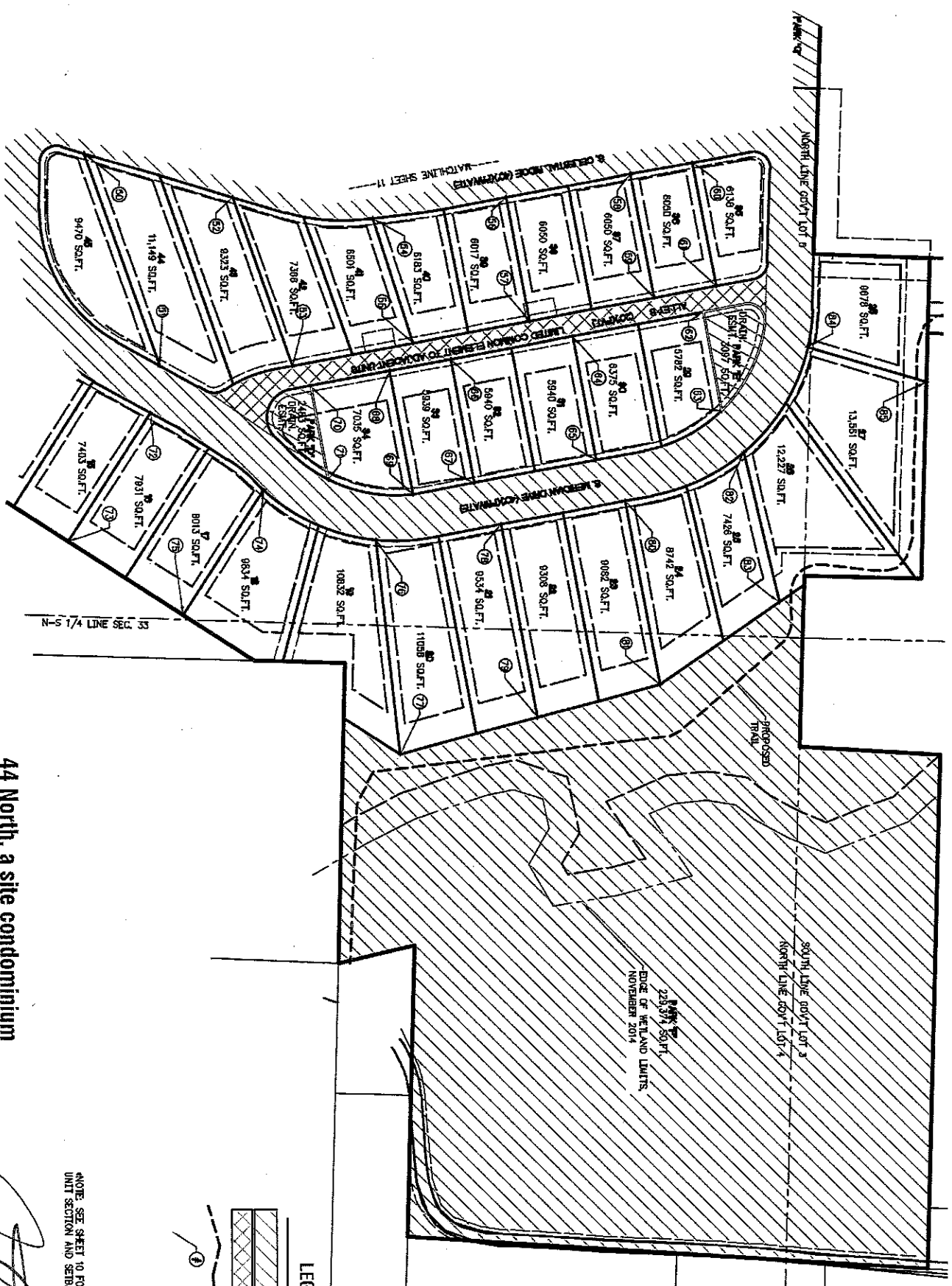
\*Site Plan - Detail (REPLAT NO. 1)



NOTE: GENERAL COMMON ELEMENT IDENTIFIED AS PARK 'C' IS NOT REQUIRED TO CONTAIN A ROAD.



NOTE: SEE SHEET 10 FOR TYPICAL UNIT SECTION AND SETBACKS



ALL THE IMPROVEMENTS SHOWN HEREON  
NEED NOT BE BUILT.

BEARING BASIS: MICH. CENTRAL STATE PLANE  
COORDINATE SYSTEM--1983 (ZONE 2112)

MATCHLINE SHEET 13

### 44 North, a site condominium

\*Site Plan - Detail (REPLAT NO. 1)

ENGINEERING  
TESTING & OBSERVATIONS  
173 West Front Street  
Traverse City, MI 49884



Michael G. Frasier  
201.944.6874 (o)  
201.944.3709 (f)

PROPOSED, DATED  
08-22-18  
SHEET 412

JASON A. JOLIBERT  
PROFESSIONAL SURVEYOR  
LICENSE NO. 5890D  
GOURDIE-FRASIER, INC.  
123 WEST FRONT STREET  
TRAVERSE CITY, MICHIGAN 49884

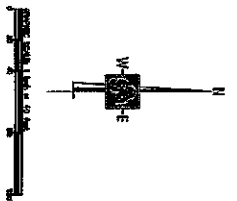
*Jason A. Jolibert*



NOTE: SEE SHEET 10 FOR TYPICAL  
UNIT SECTION AND SECTIONS

#### LEGEND

- GENERAL COMMON ELEMENT
- DATED COMMON ELEMENT
- PROPOSED TRAIL
- COORDINATE



225,371 SQ. FT.  
EDGE OF WETLAND LIMITS  
NOVEMBER 2014

SOUL LINE COURT A  
NORTH LINE COURT 1&2

SOUL LINE COURT B  
NORTH LINE COURT 3

SOUL LINE COURT C  
NORTH LINE COURT 4

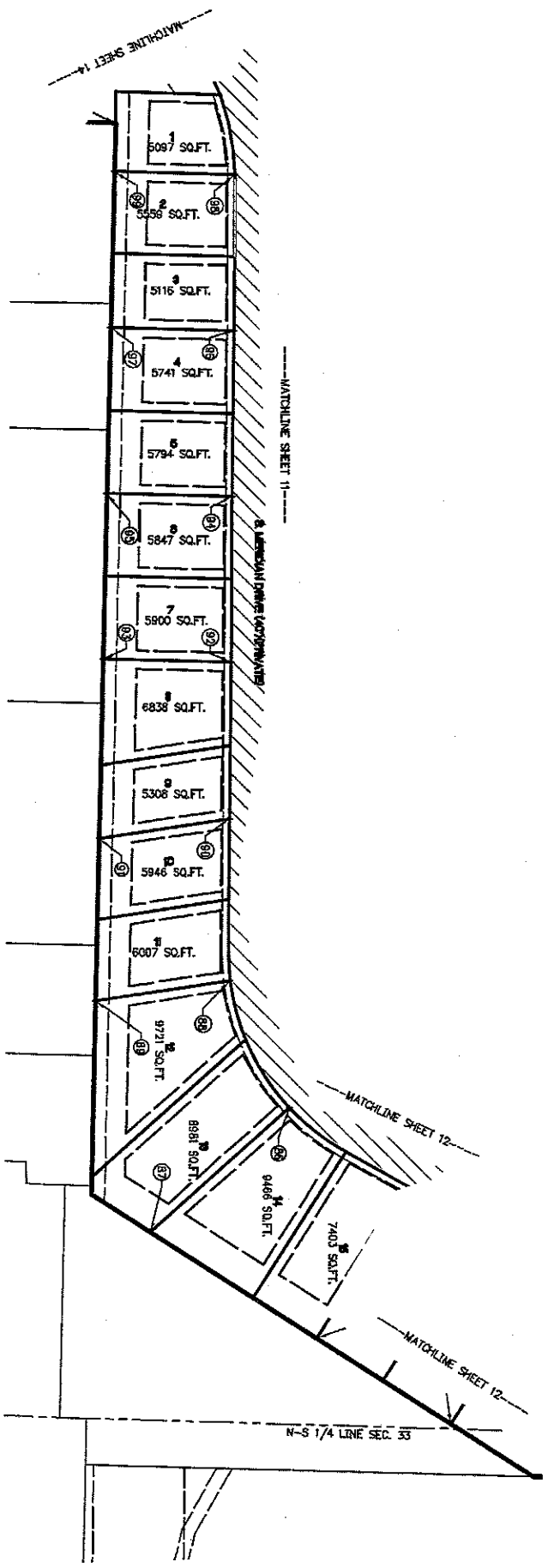
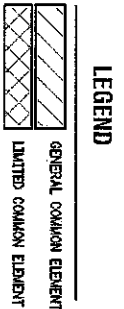
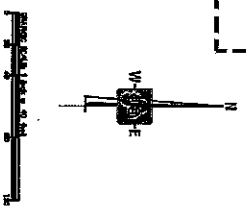
N-S 1/4 LINE SEC. 31

MATCHLINE SHEET 11

MATCHLINE SHEET 13

ALL THE IMPROVEMENTS SHOWN HEREON  
NEED NOT BE BUILT.

BEARING BASIS: MICH. CENTRAL STATE PLANE  
COORDINATE SYSTEM--1983 (ZONE 2112)



NOTE: SEE SHEET 10 FOR TYPICAL UNIT SECTION AND SETBACKS

**44 North, a site condominium**  
\*Site Plan - Detail (REPLAT NO. 1)

ENGINEERING  
TESTING & OBSERVATIONS  
123 West Front Street  
Traverse City, MI 49783

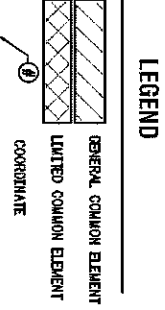
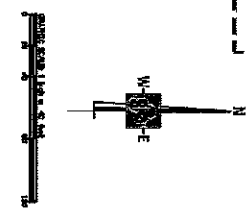
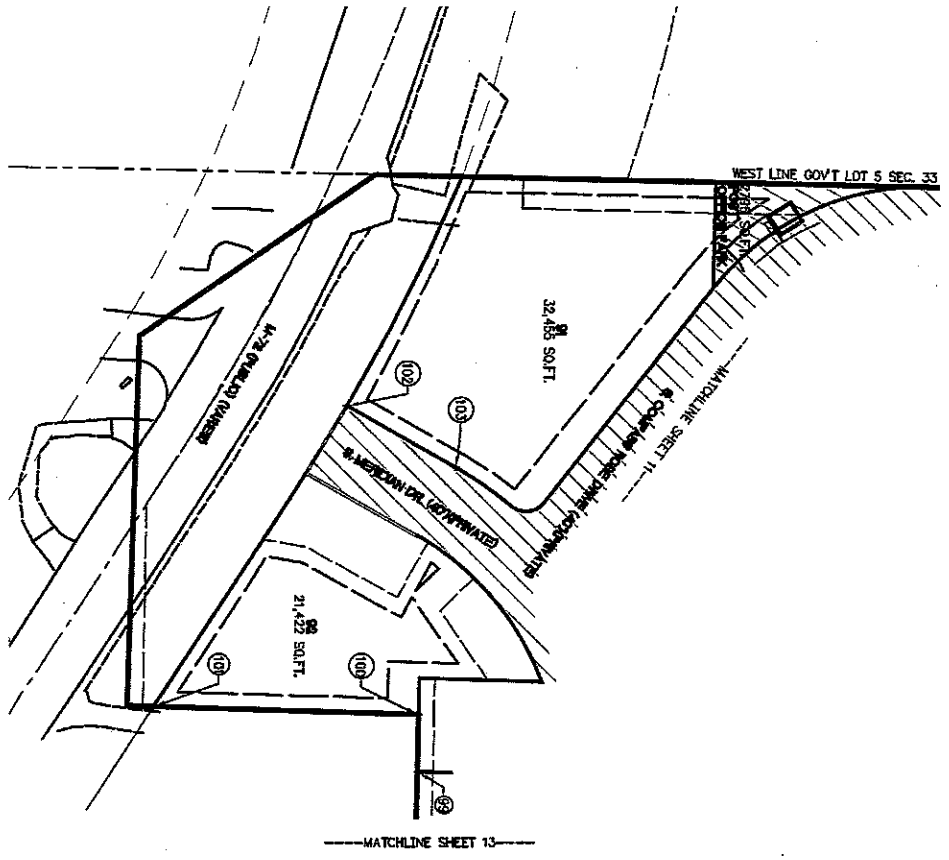


① https://gfoinc.com  
② 231.946.6974 (t)  
③ 231.946.5703 (f)

PROPOSED, DATED  
08-22-18  
SHEET 413

JASON A. JUILBERG  
PROFESSIONAL SURVEYOR  
LICENSE NO. 56906  
GEOORGE-FRANSEN, INC.  
123 WEST FRONT STREET  
TRAVERSE CITY, MICHIGAN 49684

ALL THE IMPROVEMENTS SHOWN HEREON  
 "NEED NOT BE BUILT"



**44 North, a site condominium**  
 \*Site Plan - Detail (REPLAT NO. 1)

ENGINEERING  
 TESTING & OPERATIONS  
 123 West Front Street  
 Traverse City, MI 49884



① 781/716/616  
 ② 231.444.8974 (d)  
 ③ 231.544.5703 (h)

PROPOSED, DATED  
 08-22-18  
 SHEET 414

JASON A. JUDLEBET  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 96505 /  
 GDL/PD/C-E-TRAFFIC, INC.  
 123 WEST FRONT STREET  
 TRAVERSE CITY, MICHIGAN 49884

*[Handwritten Signature]*



\*NOTE: SEE SHEET 10 FOR TYPICAL  
 UNIT SECTION AND SETBACKS



BEARING BASIS: MICH. CENTRAL STATE PLANE  
 COORDINATE SYSTEM—1983 (ZONE 2112)

Point #	Nothing	Easting
1	535051.34	19352226.69
2	535162.81	19352313.99
3	535216.59	1935217.95
4	535211.91	19352270.99
5	535330.06	19352110.70
6	535323.82	1935237.50
7	535531.67	19352076.16
8	535529.09	19352151.68
9	535710.82	19352078.26
10	535603.89	19352331.93
11	535631.48	19352440.02
12	535622.67	19352438.84
13	535648.11	19352389.48
14	535655.82	19352546.88
16	535641.10	19352696.77
17	535718.64	19352892.25
18	535657.63	19352714.54
19	535293.89	19352342.85
20	535219.12	19352666.64

Point #	Nothing	Easting
21	535238.08	19352478.57
22	535107.71	19352348.16
23	535173.17	19352377.23
24	535047.02	19352454.93
25	535095.61	19352443.66
26	535014.04	19352681.94
27	535128.36	19352841.96
28	535140.94	19352718.93
29	535022.94	19352718.90
30	535166.44	19352805.66
31	535012.08	19352828.50
32	535068.15	19352842.70
33	535123.02	19352956.89
34	535233.08	19352882.24
35	535232.76	19352891.28
36	535338.49	19352811.10
37	535381.40	19352868.65
38	535454.78	19352867.05
39	535473.40	19352863.30
40	535871.87	19352844.87

Point #	Nothing	Easting
41	535590.32	19352431.12
42	535563.05	19352724.53
43	535681.66	19352822.82
44	535426.45	19352755.59
45	535444.12	19352456.72
46	535302.23	19352748.89
47	535286.40	19352844.09
48	535251.09	19352725.26
49	535196.67	19352828.14
50	535049.85	19352975.00
51	535116.47	19353043.91
52	535178.64	19353017.13
53	535231.14	19353183.94
54	535300.82	19353035.47
55	535335.68	19353144.11
56	535416.52	19353016.81
57	535437.38	19353124.81
58	535524.59	19352998.30
59	535545.45	19353104.31
60	535578.62	19352986.03

Point #	Nothing	Easting
61	535598.48	19353094.05
62	535598.37	1935316.82
63	535603.96	19353203.00
64	535474.71	19353138.09
65	535499.21	19353246.16
66	535398.80	19353168.22
67	535388.11	19353266.29
68	535345.35	19353168.28
69	535336.00	19353276.07
70	535246.77	19353283.32
71	535282.33	19353181.33
72	535107.78	19353285.34
73	535056.85	1935317.22
74	535205.94	1935272.70
75	535136.08	19353361.51
76	535033.82	19353316.18
77	535335.09	19353582.85
78	535412.50	19353302.57
79	535444.43	19353470.85
80	535591.87	19353282.88

Point #	Nothing	Easting
81	535595.97	19353442.28
82	535523.53	19353236.34
83	535654.38	19353370.44
84	535676.59	19353147.10
85	535782.03	19353177.68
86	535015.76	19353144.82
87	534912.14	19353237.73
88	534971.63	19353464.17
89	534871.04	19353064.37
90	534971.26	19352927.86
91	534973.70	19352842.60
92	534972.21	19352810.39
93	534876.84	19352808.28
94	534973.20	19352888.39
95	534870.35	19352884.32
96	534974.20	19352862.39
97	534892.06	19352860.35
98	534874.57	19352445.34
99	534864.81	19352443.33
100	534885.41	19352408.98

Point #	Nothing	Easting
101	534716.01	19352401.53
102	534838.82	19352208.57
103	534809.81	19352248.47

### 44 North, a site condominium

\*Site Plan - Coordinate Tables (REPLAT NO. 1)

ENGINEERING  
 TESTING & OPERATIONS  
 723 West Front Street  
 Traverse City, MI 49884

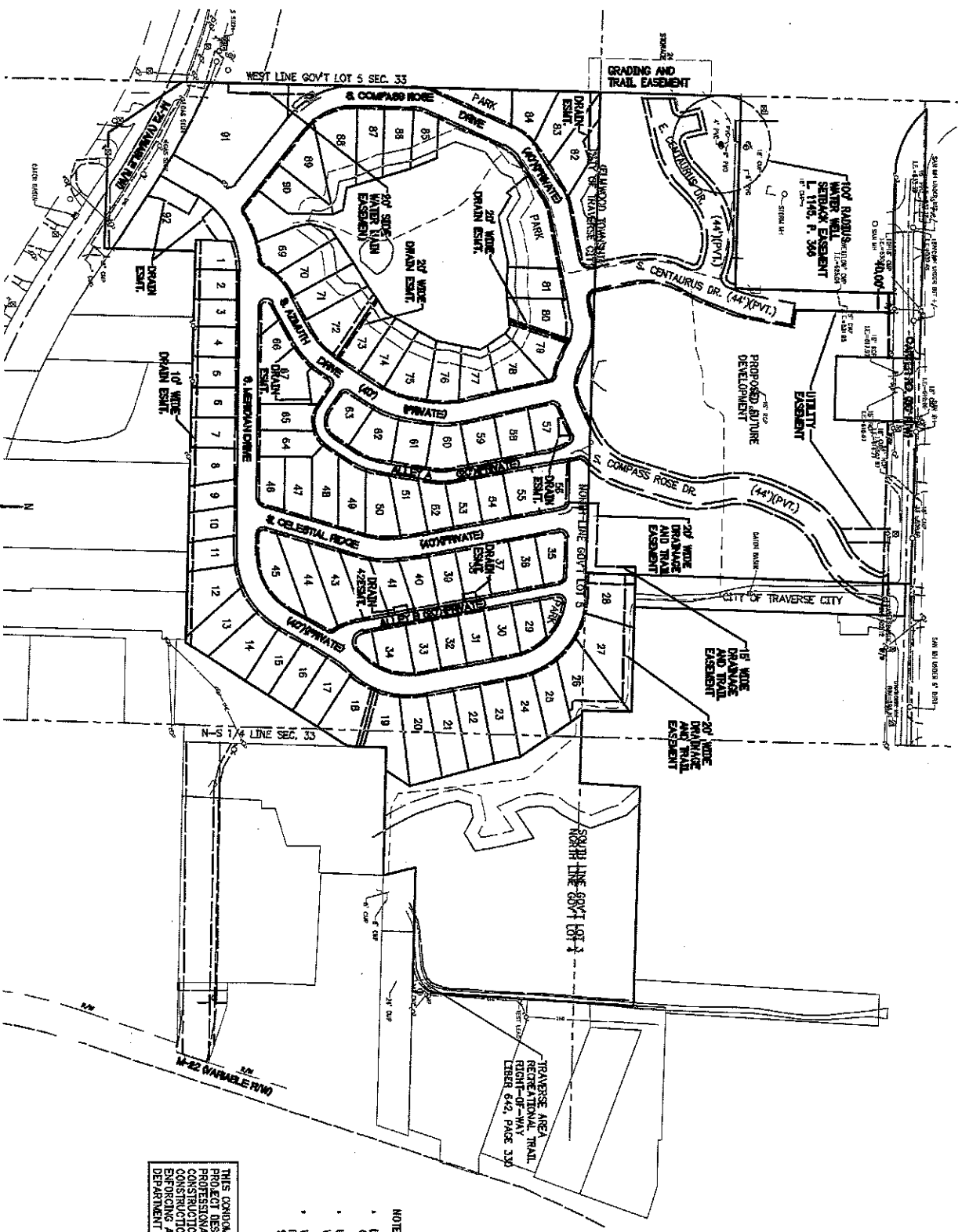


PHOTO/Office  
 231.946.874 (o)  
 231.946.3709 (f)

PROPOSED, DATED  
 08-22-18  
 SHEET #15

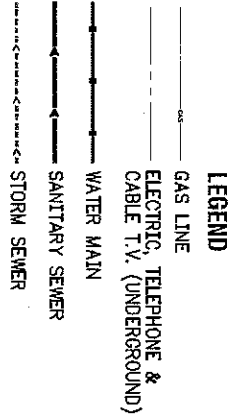
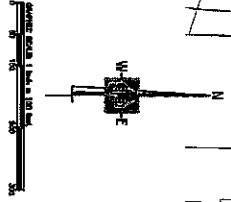
JASON A. ADLBEIT  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 68915  
 GEORGE TRAVIS, INC.  
 123 WEST FRONT STREET  
 TRAVERSE CITY, MICHIGAN 49884





NOTE: UNIT 68 WAS REMOVED/DELETED AS PART OF REPLAT NO. 1

ALL THE UTILITIES SHOWN HEREON NEED NOT BE BUILT.



- NOTES:
- \* LOCATION OF UTILITIES DETERMINED FROM PLANS BY THIS OFFICE AND FIELD OBSERVATION.
  - \* UNDERGROUND ELEC. GAS, TELCO. WILL BE INSTALLED WITHIN THE 5' WIDE UTILITY EASEMENTS.
  - \* WATER AND SANITARY SEWER WILL BE INSTALLED IN ROAD RIGHTS-OF-WAY AND PRESERVED EASEMENTS. STORM SEWER WILL BE INSTALLED IN PRESERBED EASEMENTS.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL ENGINEER OR ARCHITECT. THE DESIGN PROFESSIONAL ENGINEER OR ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION PERMIT APPLICATION WITH THE ENGINEERING AGENCY FOR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS. THE ENGINEERING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

**44 North, a site condominium**  
 Utility Plan (REPLAT NO. 1)

ENGINEERING  
 SURVEYING  
 TESTING AND  
 DESIGN  
 1231 West Front Street  
 Traverse City, MI 49884

**gfo**

gfo@traversecitymi.com  
 231.944.8924 (o)  
 231.944.8700 (f)

PROPOSED, DATED  
 08-22-18

SHEET 416

JASON A. ALBERT  
 PRESIDENT/REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 65003  
 GORDON-FRANZ, INC.  
 123 WEST FRONT STREET  
 TRAVERSE CITY, MICHIGAN 49884